

DeNITTIS OSEFCHEN PRINCE, P.C.
Stephen P. DeNittis, Esquire (031981997)
5 Greentree Centre
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951
Attorneys for Plaintiff

<p>CARON COLADONATO, on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>THE GAP, INC.; GAP (APPAREL) LLC; GAP INTERNATIONAL SALES, INC.; BANANA REPUBLIC, LLC; and BANANA REPUBLIC (APPAREL) LLC,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAMDEN COUNTY</p> <p>DOCKET NO.:</p> <p>CLASS ACTION COMPLAINT FOR INJUNCTIVE RELIEF & JURY TRIAL DEMAND</p>
--	--

Plaintiff Caron Coladonato, individually and on behalf of all other similarly situated New Jersey consumers, through her undersigned attorneys, files this class action complaint seeking declaratory and injunctive relief only in New Jersey against Defendants, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this proposed class action for injunctive relief only against Defendants, under the New Jersey Declaratory Judgment Act and New Jersey Consumer Fraud Act, alleging violations of federal and New Jersey state pricing regulations.

2. Specifically, it is alleged that Defendants engaged in a uniform policy of advertising fictitious, purported former prices and percentage-off discounts in the advertising, marketing, and sales of apparel and other personal items in their Gap Factory and Banana

Republic Factory stores in New Jersey. This scheme, which is set forth in more detail herein, may be summarized as follows.

3. First, Defendants have a uniform policy of creating an arbitrary, “fake” base price for every item offered for sale in their Gap Factory and Banana Republic Factory stores in New Jersey, which fake base price is listed on the price tag of each item. This fake base price is an artificially high price that purports to be – but is not – each item’s original or regular, non-discounted price (hereafter “fake base price”). See Exhibit A, Photograph of Gap Factory store price tag listing fake base price of “**\$16.99**” for a “**LS Value Graph**” long sleeve tee shirt.

4. The fake base prices are created by Defendants, using a set of uniform criteria created by Defendants, and are not based on any real prices at which the items in question are or were actually sold or offered for sale by Defendants or their competitors. Indeed, the fake base prices are much higher than the prices at which the items in question are or were actually sold or offered for sale by Defendants.

5. The fake base prices are then used by Defendants to create the misleading impression in the minds of consumers that the prices of the items have been “discounted” when Defendants offer to sell these items pursuant to a “sale” at a price far lower than the fake base price. See Exhibit B, Photograph of “**LS Value Graph**” long sleeve tee shirt on the Gap Factory store shelf, with sign stating “**TAKE AN EXTRA 40% OFF LOWEST TICKETED PRICE – long sleeve tees**”; Exhibit C, Photograph of kid’s plaid button-down shirt on the Gap Factory store rack, with price tag stating “**\$26.99**” and sign stating “**TAKE AN EXTRA 40% OFF LOWEST TICKETED PRICE – button-down shirts**”; Exhibit D, Copy of Gap Factory store receipt reflecting an “**Item Discount 40% -6.80**” on the “**LS Value Graph**” long sleeve tee

shirt with a tagged price of \$16.99, resulting in a purported “sale” price of “**\$10.19**” and a purported discount of “**6.80**” (“**You Saved 6.80**”).

6. In actuality, the lower, purportedly discounted prices are the prices at which Defendants consistently and regularly sell the items in their Gap Factory and Banana Republic Factory stores. In fact, the overwhelming majority of these items are never actually sold or offered for sale at the higher fake base price listed on the items’ price tags at all, or for any significant length of time. In a very few cases, certain items may be offered for sale at the fake base price, but only for a very few days. When this occurs, it is done solely to bolster the claim that the item has been “discounted” when, a few days later, Defendants offer the item at a lower, purportedly discounted price. None of the items offered for sale in Defendants’ Gap Factory and Banana Republic Factory stores in New Jersey are ever consistently sold at the higher fake base prices. For all such items, the prices at which the items are consistently and regularly sold by Defendants is actually the lower, purportedly-discounted “sale” prices.

7. Second, Defendants perpetually advertise that items in their Gap Factory and Banana Republic Factory stores are on sale or discounted via uniformly-worded signs posted throughout their stores. See Exhibit E, Photographs of numerous “**40% OFF LOWEST TICKETED PRICE**” signs in Defendants’ Gap Factory store; Exhibit F, Photographs of a sign in the front window of Defendants’ Gap Factory store stating “**entire store UP TO 70% OFF GAP FACTORY ORIGINAL PRICES.**” This practice is deceptive and misleading because the advertised percentage-off discounts claimed on such signs – such as “**40% OFF**” – do not represent an actual discount. Rather, the purported percentage-off discounts listed on such signs merely represent the difference between the higher, fake base price created by Defendants and printed on each item’s price tag, and the lower, purportedly-discounted price at which

Defendants regularly sell the item in the normal course of business.

8. Third, Defendants bolster the above-referenced scheme by presenting customers who purchase items from their Gap Factory and Banana Republic Factory stores with a written receipt which states **“You Saved [a specific dollar amount]”** and/or **“Item Discount [a specific percentage and dollar amount].”** See Exhibit D, Copy of Gap Factory store receipt reflecting an **“Item Discount 40% -6.80”** on the **“LS Value Graph”** tee shirt, and stating **“You Saved 6.80.”** The statements on these receipts are false and misleading. The amount of the purported “savings” listed on such receipts is simply the difference between the higher, fake base price created by Defendants and set forth on the item’s price tag, and the lower, purportedly-discounted price at which the item is regularly and consistently sold by Defendants in the ordinary course of business. Thus, the purported “savings” claimed on such receipts is entirely illusory. Customers are not actually saving anything. They are simply buying an item at the same price at which Defendants regularly and consistently sell it.

9. Defendants’ policies as described herein are unlawful. Federal regulations prohibit the advertising of fake former prices, “phantom” price reductions, and deceptive claims of percentage-off discounts which are based on inflated, fictitious “regular” prices that never actually existed. See 16 C.F.R. § 233.1.

10. Moreover, the consumer protection laws of New Jersey prohibit deceptive advertising, marketing, and sales practices, including advertising and selling items at purported discounts that do not actually exist.

11. By advertising these purported percentage-off discounts and fake former prices, Defendants have violated New Jersey consumer protection laws as well as federal regulations, as specifically alleged herein.

12. Plaintiff brings this lawsuit against Defendants solely for injunctive relief in the form of a Court order requiring Defendants to stop these unlawful practices in their Gap Factory and Banana Republic Factory stores in New Jersey, and to preclude such unlawful practices by Defendants in New Jersey in the future.

PARTIES

13. Plaintiff Caron Coladonato is an individual and citizen of New Jersey. During the class period, Plaintiff Coladonato purchased goods on numerous occasions from Defendants' Gap Factory and Banana Republic Factory stores in New Jersey, was subjected to the practices alleged herein on numerous occasions, and suffered an ascertainable loss as a result of Defendants' unlawful conduct alleged herein.

14. Defendant The Gap, Inc. is a for-profit corporation formed and existing under the laws of the State of Delaware with its principal place of business at 2 Folsom Street, 13th Floor, San Francisco, California 94105, and thus is a citizen of Delaware and California.

15. Defendant Gap (Apparel) LLC is a for-profit limited liability company formed and existing under the laws of the State of California with its principal place of business at 2 Folsom Street, 13th Floor, San Francisco, California 94105, and thus is a citizen of California.

16. Defendant Gap International Sales, Inc. is a for-profit corporation formed and existing under the laws of the State of Delaware with its principal place of business at 2 Folsom Street, 13th Floor, San Francisco, California 94105, and thus is a citizen of Delaware and California.

17. Defendant Banana Republic, LLC is a for-profit limited liability company formed and existing under the laws of the State of Delaware with its principal place of business at 2 Folsom Street, 13th Floor, San Francisco, California 94105, and thus is a citizen of Delaware and

California.

18. Defendant Banana Republic (Apparel) LLC is a for-profit limited liability company formed and existing under the laws of the State of California with its principal place of business at 2 Folsom Street, 13th Floor, San Francisco, California 94105, and thus is a citizen of California.

19. All Defendants have a parent-subsidary relationship, in that Defendants Gap (Apparel) LLC, Gap International Sales, Inc., Banana Republic, LLC, and Banana Republic (Apparel) LLC are each wholly-owned subsidiaries of Defendant The Gap, Inc.

20. At all times during the relevant class period, Defendants together owned and operated, and continue to own and operate, numerous Gap Factory and Banana Republic Factory retail stores throughout the United States, including at least nine Gap Factory stores in New Jersey and at least six Banana Republic Factory stores in New Jersey.

21. Defendants jointly operate the Gap Factory and Banana Republic stores in New Jersey, which operation entails, inter alia, the creation and implementation of the advertising, marketing, and sales policies described herein, including the sale of items.

22. Defendants created the policies and procedures described herein and, at all times during the relevant class period, participated in, endorsed, implemented, and performed the conduct alleged herein.

23. All uniform policies alleged herein, including the advertisement of fake former prices on price tags (see Exhibits A and C), uniformly-worded signs claiming fictitious percentage-off discounts (see Exhibits B, C, E, and F), and written receipts bearing the false claim that **“You Saved [a specified dollar amount]”** (see Exhibit D), exist at all Gap Factory stores in New Jersey. Identical policies also exist at all Banana Republic Factory stores in New

Jersey. See, e.g., Exhibit H, Photograph of similar signs posted in Banana Republic Factory stores, advertising “**50% OFF**” discounts, and copy of Banana Republic Factory store receipt containing identical “**You Saved [a specified dollar amount]**” language. Because these policies are in force at both Gap Factory stores and Banana Republic Factory stores, it is clear that the policies originated with, emanated from, and were endorsed and ratified by, the parent corporation that owns and manages both sets of stores: Defendant The Gap, Inc. Indeed, Gap, Inc. is the only entity empowered to command that these same policies be followed by its subsidiaries at both Gap Factory stores and Banana Republic Factory stores.

JURISDICTION AND VENUE

24. Jurisdiction over this matter in New Jersey Superior Court is proper in that all claims alleged in this matter arise exclusively under New Jersey state law.

25. This matter is properly venued in Camden County, in that Plaintiff purchased the items at issue herein from the Gap Factory store owned and operated by Defendants in Blackwood, Camden County.

26. This action does not raise any federal claims, and the total amount in controversy in this matter – i.e., the cost of implementing the requested injunctive relief and any attorneys’ fees and costs that may be awarded – is far less than \$5 million.

27. This Court has in personam jurisdiction over the Defendants because, inter alia, Defendants: (a) own and operate at least nine Gap Factory retail stores in the State of New Jersey; (b) own and operate at least six Banana Republic Factory retail stores in the State of New Jersey; (c) regularly transacted, and continue to transact, business in this state; (d) maintained continuous and systematic contacts in this state prior to and during the class period; and (e) purposefully availed themselves of the benefits of doing business in this state. Accordingly, the

Defendants maintain minimum contacts with this state which are more than sufficient to subject them to service of process and to comply with due process of law.

THE UNIFORM POLICY WHICH GIVES RISE TO THE CLASS CLAIMS

28. One of the most effective techniques in advertising is for a seller to offer customers a reduction, either from the seller's own former price for an item or from the price at which the item or an equivalent item is sold by a competitor.

29. This technique is widely used because sellers know the truth of the old adage "everyone loves a bargain" and understand that a product's "regular" price – the price at which a product is generally sold in the marketplace – matters to consumers.

30. Indeed, numerous studies show that a consumer is much more likely to purchase an item if they are told that it is being offered at a "discounted" price that is less than the price at which the seller or its competitors have previously sold the product; where they are being told that an item is worth much more than what they are currently being asked to pay for it.

31. For example, a well-respected study by Dhruv Grewal & Larry D. Compeau, "Comparative Price Advertising: Informative or Deceptive?", 11 J. of Pub. Pol'y & Mktg. 52, 55 (Spring 1992), concludes that **"[b]y creating an impression of savings, the presence of a higher reference price enhances [consumers'] perceived value and willingness to buy [a] product."**

32. Numerous other articles and studies have reached the same conclusion. See Compeau & Grewal, in "Comparative Price Advertising: Believe It Or Not", J. of Consumer Affairs, Vol. 36, No. 2, at 287 (Winter 2002) (noting that **"decades of research support the conclusion that advertised reference prices do indeed enhance consumers' perceptions of the value of the deal"** and concluding that **"[c]onsumers are influenced by comparison**

prices even when the stated reference prices are implausibly high.”); Joan Lindsey-Mullikin & Ross D. Petty, “Marketing Tactics Discouraging Price Search: Deception and Competition”, 64 J. of Bus. Research 67 (January 2011) (concluding that “[r]eference price ads strongly influence consumer perceptions of value”); Praveen K. Kopalle & Joan Lindsey-Mullikin, “The Impact of External Reference Price On Consumer Price Expectations”, 79 J. of Retailing 225 (2003), (concluding that “research has shown that retailer-supplied reference prices clearly enhance buyers’ perceptions of value” and “have a significant impact on consumer purchasing decisions.”); Dr. Jerry B. Gotlieb & Dr. Cyndy Thomas Fitzgerald, “An Investigation Into the Effects of Advertised Reference Prices On the Price Consumers Are Willing To Pay For the Product”, 6 J. of App’d Bus. Res. 1 (1990) (concluding that “consumers are likely to be misled into a willingness to pay a higher price for a product simply because the product has a higher reference price.”)

33. When the former prices listed by the seller are genuine – where the buyer really is getting an item for a lower price than the one at which it is ordinarily sold – then the “bargain” promised in a seller’s advertising may be real.

34. Unfortunately, the case at bar is not such a case.

35. The case at bar involves a tactic designed to trick consumers into thinking they are getting a “bargain,” based on the use of fictitious former prices that do not reflect a real price at which the items in question have ever actually been sold by either Defendants or their competitors in the marketplace; a fake former price whose only purpose is to convince consumers that Defendants’ current price for an item is so far below the price ordinarily charged

for such an item that they cannot pass up the “bargain.”

36. The law recognizes the abuses that can flow from the use of such fictitious former prices and fake claims of “discounts” based on such prices.

37. For example, 16 C.F.R. § 233.1 specifically prohibits the advertising of false, “phantom” price reductions and discounts off inflated, fictitious “regular” prices that never actually existed. See 16 C.F.R. § 233.1., stating:

“§ 233.1 Former price comparisons.

(a) One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser’s own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public on a regular basis for a reasonably substantial period of time, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious – for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction – the ‘bargain’ being advertised is a false one; the purchaser is not receiving the unusual value he expects. In such a case, the ‘reduced’ price is, in reality, probably just the seller’s regular price.

(b) A former price is not necessarily fictitious merely because no sales at the advertised price were made. The advertiser should be especially careful, however, in such a case, that the price is one at which the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business, honestly and in good faith – and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based. And the advertiser should scrupulously avoid any implication that a former price is a selling, not an asking price (for example, by use of such language as, ‘Formerly sold at \$___’), unless substantial sales at that price were actually made.

* * *

(d) Other illustrations of fictitious price comparisons could be given. An advertiser might use a price at which he never offered the article at all; he might feature a price which was not used in the regular course of business, or which was not used in the recent past but at some remote

period in the past, without making disclosure of that fact; he might use a price that was not openly offered to the public, or that was not maintained for a reasonable length of time, but was immediately reduced.” (emphasis added)

38. 16 C.F.R. § 233.1(b) makes clear that any statement describing a purported former price is deceptive unless the purported price comparison is based on a real price at which the item in question was actually sold in the recent past for a substantial period of time. See 16 C.F.R. § 233.1(b): requiring **“that the price is one at which the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business...”**

39. New Jersey law also prohibits the use of purported discounts and false or deceptive statements regarding former prices to try to induce a purchase and requires any statements regarding former prices and purported discounts to be clear, truthful and accurate. See e.g. N.J.A.C. § 13:45A-9.6, entitled **“Pricing; prohibition on fictitious pricing and methods of substantiation”** which states:

“(a) An advertiser shall not use a fictitious former price. Use of a fictitious former price will be deemed to be a violation of the [New Jersey] Consumer Fraud Act.

(b) A former price or price range or the amount of reduction shall be deemed fictitious if it cannot be substantiated, based upon proof:

- 1. Of a substantial number of sales of the advertised merchandise, or comparable merchandise of like grade or quality made within the advertiser’s trade area in the regular course of business at any time within the most recent 60 days during which the advertised merchandise was available for sale prior to, or which were in fact made in the first 60 days during which the advertised merchandise was available for sale following the effective date of the advertisement;**
- 2. That the advertised merchandise, or comparable merchandise of like grade or quality, was actively and openly offered for sale at that price within the advertiser’s trade area in the regular course of business**

during at least 28 days of the most recent 90 days before or after the effective date of the advertisement; or

3. That the price does not exceed the supplier's cost plus the usual and customary mark-up used by the advertising merchant in the actual sale of the advertised merchandise or comparable merchandise of like grade or quality in the recent regular course of business." (emphasis added)

40. Similarly, for items with a price of less than \$100, N.J.A.C. §13:45A-9.3(a)(3) provides that a seller must comply with N.J.A.C. §13:45A-9.4(a)(6), which requires a seller to specifically:

"6. Set forth with specificity when in the remote past a former price of an item of merchandise was effective if it was not actively or openly offered for sale within the advertiser's trade area in the regular course of business during at least 28 of the 90 days before the effective date of the advertisement. In this regard, when advertising a seasonal sale, such as Christmas dishes, pool supplies, outdoor furniture, etc., actual dates, specific holidays or terms such as 'last season,' may be used to describe when the former price was used in the remote past." (emphasis added)

41. Neither the federal regulations nor New Jersey law permit a seller to simply invent a fake former price to use in its advertising. Rather, a purported former price advertised by the seller must be a real price at which someone in the seller's trade area actually offered the item for sale for a substantial period of time in the recent past.

42. Defendants' uniform policy ignores these principles.

43. Defendants have a uniform policy of creating and listing an artificially high fake base price on the price tag of every item offered for sale in their Gap Factory and Banana Republic Factory stores in New Jersey; a price which purports to be each item's original or regular, non-discounted price.

44. These fake base prices are created by Defendants, using a set of uniform criteria created by Defendants, and are not based on any real prices at which the items in question are or

were actually sold or offered for sale by Defendants or their competitors.

45. These fake base prices are much higher than the prices at which the items in question are actually sold or offered for sale by Defendants or their competitors in the regular course of business.

46. Such fake base prices are used by Defendants to create the misleading impression in the minds of consumers that the prices of items have been “discounted” down from the higher fake base prices when Defendants offer to sell these items at a price far lower than the fake base price, often at least at a purported “**40% OFF**” discount. See Exhibits B, C, and E, Photographs of “**40% OFF**” signs used by Defendants in their New Jersey stores.

47. In actuality, however, the lower, purportedly discounted prices are the prices at which Defendants consistently and regularly sell the items in question.

48. Put simply, under Defendants’ uniform policy, the purported “discount” price is actually the “real” price at which Defendants regularly and customarily sell the items.

49. The purported “original” price listed by Defendants is a ruse because the overwhelming majority of these items are never actually sold or offered for sale at the higher fake base price listed on the items’ price tags for any length of time.

50. In a very few cases, the items are offered for sale at the fake base price, but only for a very few days. In the rare cases when this is done, it is done solely to bolster Defendants’ claim that the item has been “discounted” when, a few days later, Defendants offer the item at a drastically lower, purportedly discounted price.

51. The practice of offering an item for sale at a higher price for a short period of time, so that a seller can then claim in its advertising that it is “discounted” when the seller lowers the price a few days later, is deceptive and specifically prohibited by 16 C.F.R. §

233.1(b), which provides that a statement of a claimed former price is deceptive unless **“the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business, honestly and in good faith – and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based.”** (emphasis added).

52. None of the items offered for sale in Defendants’ Gap Factory and Banana Republic Factory stores in New Jersey are ever sold for a reasonably substantial period of time at the higher fake base prices. Indeed, the overwhelming majority of items were never sold at their higher fake base prices for any period of time at all. Rather, all items are consistently and regularly sold by Defendants at lower, purportedly-discounted prices.

53. Defendants’ deceptive scheme is bolstered by certain related uniform policies that are implemented in all of Defendants’ Gap Factory and Banana Republic Factory stores in New Jersey.

54. First, using the fake base price as a starting point, Defendants perpetually advertise all, or the vast majority, of the items in their Gap Factory and Banana Republic Factory stores as being on “sale” via uniformly-worded signs posted throughout their stores, which claim that the items are being sold for a specified percentage-off discount. See Exhibits B, C, and E, Photographs of “**40% OFF**” signs used in Defendants’ Gap Factory stores in New Jersey; Exhibit H, Photograph of “**50% OFF**” sign used in Defendants’ Banana Republic Factory Stores in New Jersey.

55. This practice is false and misleading because the advertised percentage-off discounts on such signs – such as “**40% OFF**” – do not represent an actual discount.

56. Rather, the purported percentage-off discount listed on such signs merely represents the difference between the higher, fake base price created by Defendants and listed on the item's price tag and the lower, purportedly-discounted price at which Defendants regularly sell the item in the normal course of business.

57. Indeed, Defendants' practice of perpetually selling items at purported discounted prices – rather than the fake base prices listed on the items' price tags – is further evidenced by the fact that Defendants post permanent signs in their Gap Factory stores reflecting the “sale” prices that correspond with whichever percentage discount Defendants happen to be giving at the time. See Exhibit G, Photograph of chart identifying the “sale” prices for various “% OFF” discounts, based on an item's “**Ticketed Retail**” price, and stating “**PERMANENT DO NOT DISCARD.**”

58. Occasionally, Defendants will advertise an even greater discount via a larger sign on the outside of their stores that claims, e.g., that the “**entire store**” is on sale at discounts “**UP TO 70% OFF,**” in an attempt to draw customers into the store. See Exhibit F, Photograph of a sign in the front window of Defendants' Gap Factory store stating “**entire store UP TO 70% OFF GAP FACTORY ORIGINAL PRICES.**” Upon entering the store, however, potential customers will find that only a miniscule percentage – if any at all – of the stores' inventory is discounted the promised “**70% OFF**” the fake base price listed on the price tag. Instead, most item are offered for sale at a much smaller percentage discount off the fake base price, and some items are not even discounted at all. Thus, Defendants' multi-level pricing scheme is doubly deceitful.

59. Defendants further bolster the above-referenced scheme by presenting customers who purchase items at Gap Factory and Banana Republic Factory stores with a written receipt

which states “**Item Discount [a specific percentage and dollar amount]** and/or “**You Saved [a specific dollar amount].**” See Exhibit D, Copy of Gap Factory store receipt reflecting an “**Item Discount 40% -6.80**” on the “**LS Value Graph**” tee shirt, and stating “**You Saved 6.80;**” Exhibit H, copy of Banana Republic Factory store receipt containing identical “**Item Discount [a specific percentage and dollar amount]**” and “**You Saved [a specified dollar amount]**” language

60. These written statements on the Gap Factory and Banana Republic Factory store receipts that “**You Saved**” a specified dollar amount are false and misleading. Again, the amount of the purported “savings” listed on such receipts is simply the difference between the higher fake base price created by Defendants and listed on the item’s price tag and the lower price at which the item is regularly and consistently sold by Defendants in the ordinary course of business.

61. Thus, the purported “savings” claimed on such receipts is entirely illusory. Customers are not actually saving anything. They are simply buying an item at the price at which Defendants regularly and consistently sell the item.

62. These exact same uniform policies described herein, including the creation and use of inflated, fake former prices, signs falsely advertising a percentage-off discount from the fake former prices, and receipts stating to the customer “**You Saved**” a specific dollar amount based on the difference between the purported discount price and the fake former price, are all used at all Gap Factory and Banana Republic Factory stores in New Jersey, without exception.

63. What happened to Plaintiff helps illustrate Defendants’ unlawful practices described herein.

64. On November 25, 2016, Plaintiff Coladonato visited a Gap Factory store located at 100 Premium Outlets Drive, Blackwood, New Jersey, with the intent of taking advantage of an advertised “Black Friday” sale.

65. “Black Friday” is recognized as one of the biggest shopping days of the year. The day after Thanksgiving, it is often thought to be the beginning of the Holiday shopping season, a day when many merchants offer sales and prices that are among the lowest of the year.

66. In the front window of the store, Plaintiff observed a large sign posted by Defendants, similar to the one pictured in Exhibit F, which proclaimed a storewide “Black Friday Sale” with items discounted by at least 50% off their original prices.

67. Plaintiff entered the store and purchased several items, including a kid’s plaid button-down shirt and a kid’s Gap logo hooded sweatshirt.

68. Both items were advertised to be part of a store-wide sale, and specifically were advertised to be discounted “**50% OFF,**” via signs on the in-store racks similar to those pictured in Exhibits B, C, and E.

69. The price tag on the kid’s plaid button-down shirt listed a purported former price of “**\$24.99.**” The price tag of the kid’s Gap logo hooded sweatshirt listed a purported former price of “**\$34.99.**”

70. In actuality, neither of these items had ever been sold or offered for sale by Defendants in New Jersey for a price as high as that claimed on their price tags.

71. Based on Defendants’ representation that she was receiving a 50% discount off the regular price of each these items, Plaintiff purchased both items, paying \$12.50 for the kid’s plaid button-down shirt and \$17.50 for the kid’s Gap logo hooded sweat shirt. Based on the representations on the price tags of these items that they had previously been sold for \$24.99 and

\$34.99 respectively, and were being offered for sale at a **“50% OFF”** discount for only a limited time pursuant to a “Black Friday” sale, Plaintiff believed she was receiving a kid’s plaid button-down shirt worth \$24.99 and a kid’s Gap logo hooded sweatshirt worth \$34.99.

72. Indeed, Plaintiff Coladonato would not have purchased either item but for Defendants’ representation that they were being offered at a **“50% OFF”** discount.

73. In reality, however, Plaintiff did not receive the promised discount – or any discount at all – on either of these items. Rather, the prices she paid for these two items were the same prices at which Defendants customarily and regularly sell these items.

74. Plaintiff would have suffered the same harm even if Defendants had sold these items at a slightly lower discount (and for a slightly higher price) for a significant period of time – e.g., at a purported **“40% OFF”** discount – because the purported former price listed on the tag was still false, and Plaintiff still did not receive the promised advertised discount of **“50% OFF.”**

75. Moreover, the quality and value of these items was lower than claimed by Defendants, as they had never been sold for the claimed higher base prices listed on Defendants’ price tags, and therefore the true worth of the items must be valued at the lower prices at which Defendants routinely sold them.

76. Plaintiff experienced the same uniform policies on each of the numerous occasions that she visited and purchased items from Defendants’ Gap Factory and Banana Republic Factory stores in New Jersey.

77. What happened to the Plaintiff was not an accident or an isolated incident.

78. Rather, it was part of a series of interlocking uniform policies in which Defendants engaged in a systematic scheme of false and misleading advertising, marketing, and

sales practices with the purpose of persuading New Jersey customers to purchase items from Defendants' Gap Factory and Banana Republic Factory stores.

79. Plaintiff and the class members relied on Defendants' false price comparison advertising; a reliance which was not only reasonable, but entirely intended by Defendants.

80. Indeed, empirical marketing studies have noted an incentive for retailers to engage in this false and fraudulent behavior. See Comparative Price Advertising: Informative or Deceptive?, Dhruv Grewal and Larry D. Compeau, Journal of Public Policy & Marketing, Vol. 11, No. 1, at 55-56 (Spring 1992):

“By creating an impression of savings, the presence of a higher reference price enhances subjects' perceived value and willingness to buy the product. . . . Thus, if the reference price is not truthful, a consumer may be encouraged to purchase as a result of a false sense of value.”

81. The unlawful uniform policies alleged herein go well beyond the items that Plaintiff purchased, and are applied by Defendants to every item of clothing offered for sale, and sold, in Defendants' Gap Factory and Banana Republic Factory stores in New Jersey.

82. These deceptive advertising, marketing, and sales practices were kept secret, and were affirmatively and fraudulently concealed from New Jersey customers by Defendants throughout the class period.

83. As a result, Plaintiff and her fellow Gap Factory and Banana Republic Factory store customers were unaware of Defendants' unlawful conduct and did not know they were actually paying the everyday, regular prices for Defendants' products, rather than the advertised, purported discount prices.

84. Plaintiff and the class members did not discover, nor could they have discovered through reasonable diligence, that Defendants were violating the law until shortly before this litigation was initially commenced, because Defendants used methods to avoid detection and to

conceal their violations of the law.

85. Defendants did not tell or otherwise inform Plaintiff or the class members that they were engaged in the deceptive advertising, marketing, and sales practices alleged herein. By their very nature, Defendants' unlawful practices were self-concealing.

86. In sum, Defendants induced Plaintiff and the class members to purchase items from Defendants' Gap Factory and Banana Republic Factory stores in New Jersey, for Defendants' profit, with the promise of discounts that never existed, using claims of inflated, false former prices. As a result of this unlawful, deceptive conduct, Plaintiff and the class members have suffered harm as set forth herein.

CLASS ACTION ALLEGATIONS

87. **Class Definition:** Plaintiff Coladonato brings this action as a class action pursuant to New Jersey Court Rule 4:32(b)(2), seeking solely injunctive relief under New Jersey law on behalf of herself and all members of the following proposed class:

All New Jersey citizens who purchased any purportedly discounted item from a Gap Factory or Banana Republic Factory store in New Jersey between October 9, 2011 and the present.

88. The scope of the class definition may be refined after discovery of Defendants' and/or third party records.

89. The class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

90. The exact number and identities of the persons who fit within the proposed class are contained in Defendants' records and can be easily ascertained from those records.

91. The proposed class is composed of at least 1,000 persons.

92. Common questions of law and fact exist as to each class member.

93. All claims in this action arise exclusively from uniform policies and procedures of Defendants as outlined herein.

94. No violations alleged in this Complaint are a result of any individualized oral communications or individualized interaction of any kind between class members and Defendants or anyone else.

95. There are common questions of law and fact affecting the rights of the class members, including, inter alia, the following:

- a. whether the uniform advertising, marketing, and sales practices alleged herein exist;
- b. whether Defendants ever sold items or offered items for sale at their listed base prices;
- c. whether Defendants' purported percentage-off discounts reflected actual savings or reductions;
- d. whether Defendants deceptively advertised every day, regular prices of their items as "discount" or "sale" prices;
- e. the length of time Defendants engaged in the practices alleged herein; and
- f. whether the class is entitled to injunctive relief in the form of an order enjoining the conduct alleged herein.

96. Plaintiff is a member of the class she seeks to represent.

97. The claims of Plaintiff are not only typical of all class members, they are identical.

98. All claims of Plaintiff and the class arise from the same course of conduct, policy and procedures as outlined herein.

99. All claims of Plaintiff and the class are based on the exact same legal theories.

100. Plaintiff seeks the same relief for herself as for every other class member.

101. Plaintiff has no interest antagonistic to or in conflict with the class.

102. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent herself and the class.

103. Defendants have acted and/or refused to act on grounds generally applicable to the class, thereby making appropriate injunctive and declaratory relief for the class as a whole.

104. Without the proposed class action, Defendants will continue the complained-of practices, which will result in further harm to Plaintiff and class members.

COUNT I

INJUNCTIVE RELIEFF UNDER THE NEW JERSEY UNIFORM DECLARATORY JUDGEMENT ACT N.J.S.A. 2A:16-51, et seq.

105. Plaintiff repeats and incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein.

106. As alleged herein, Defendants have engaged in the following uniform practices in their Gap Factory and Banana Republic Factory stores in New Jersey:

- a. Set and advertised an arbitrary fake base price for every item, which price was set forth on each item's price tag and was represented to be the item's "original" or "regular" price, despite the fact that such item was never sold or offered for sale at that price;
- b. Continuously advertised and offered items for sale at a purported percentage-off discount via large signs displayed throughout their stores, when the "discounted" sale prices did not actually represent the advertised savings since the items had never been offered for sale at their purported base prices;
- c. Represented that items were on sale and offered at discounted prices when in fact the items were being offered for sale at their everyday, regular prices;
- d. Charged their customers the full, regular price for the items rather than giving them the advertised discount; and
- e. Represented to their customers on their receipts that they had received a certain percentage discount and "saved" a specified amount of money when in fact they did not.

107. Plaintiff and the class need, and are entitled to, an order for injunctive and declaratory relief declaring that Defendants' uniform advertising, marketing, and sales policies alleged herein violate federal and New Jersey pricing regulations, and enjoining Defendants from continuing such practices in their Gap Factory and Banana Republic Factory stores in New Jersey.

108. Defendants are continuing each of these complained-of practices in their Gap Factory and Banana Republic Factory stores in New Jersey.

109. Plaintiff and the class have a significant interest in this matter in that each has been, and will again in the future, be subjected to the unlawful policies alleged herein.

110. Indeed, Plaintiff is a frequent customer of Gap Factory and Banana Republic Factory who consistently shops at Gap Factory and Banana Republic Factory retail stores in New Jersey. Further, Plaintiff routinely purchases merchandise from Gap Factory and Banana Republic Factory, and would continue to do so in the future if she knew that the purported "% OFF" discounts and purported price comparisons listed in such stores were truthful and accurate. As such, Plaintiff is regularly subjected to Defendant's unlawful conduct alleged herein and will be subject to such conduct in the future.

111. Based on the foregoing, a justifiable controversy is presented in this case, rendering declaratory judgment appropriate.

112. In addition, because the unlawful uniform policies of Defendants continue, and are on-going, Plaintiff and the class also need, and are entitled to, an order for injunctive relief, enjoining Defendants from continuing these complained-of practices in their Gap Factory and Banana Republic Factory stores in New Jersey.

COUNT II

**INJUNCTIVE RELIEF UNDER THE NEW JERSEY CONSUMER FRAUD ACT
N.J.S.A. 56:8-1, et seq.**

113. Plaintiff repeats and incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein.

114. Plaintiff brings this claim individually and on behalf of all other New Jersey class members who made purchases in Defendants' Gap Factory and Banana Republic Factory stores in New Jersey.

115. The New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq. (the "NJCFA"), applies to all sales made by Defendants to New Jersey consumers from Defendants' Gap Factory and Banana Republic Factory stores in New Jersey.

116. The NJCFA was enacted to protect consumers against sharp and unconscionable commercial practices by persons engaged in the sale of goods or services. See Marascio v. Campanella, 689 A.2d 852, 857 (App. Div. 1997).

117. The NJCFA is a remedial statute which the New Jersey Supreme Court has repeatedly held must be construed liberally in favor of the consumer to accomplish its deterrent and protective purposes. See Furst v. Einstein Moomjy, Inc., 860 A.2d 435, 441 (N.J. 2004) ("The [NJCFA] is remedial legislation that we construe liberally to accomplish its broad purpose of safeguarding the public.").

118. "The available legislative history demonstrates that the [NJCFA] was intended to be one of the strongest consumer protection laws in the nation." New Mea Const. Corp. v. Harper, 497 A.2d 534, 543 (App. Div. 1985).

119. For this reason, the **“history of the [NJCFA] is one of constant expansion of consumer protection.”** Kavky v. Herbalife Int’l of Am., 820 A.2d 677, 681-82 (App. Div 2003).

120. The NJCFA was intended to protect consumers **“by eliminating sharp practices and dealings in the marketing of merchandise and real estate.”** Lemelledo v. Beneficial Mgmt. Corp., 696 A.2d 546, 550 (N.J. 1997).

121. Specifically, N.J.S.A. 56:8-2 prohibits **“unlawful practices...”** which are defined as:

“The act, use or employment of any unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission whether or not any person has in fact been misled, deceived or damaged thereby.”

122. The catch-all term **“unconscionable commercial practice”** was added to the NJCFA by amendment in 1971 to ensure that the Act covered, inter alia, **“incomplete disclosures.”** Skeer v. EMK Motors, Inc., 455 A.2d 508, 512 (App.Div. 1982).

123. In describing what constitutes an **“unconscionable commercial practice,”** the New Jersey Supreme Court has noted that it is an amorphous concept designed to establish a broad business ethic. See Cox v. Sears Roebuck & Co., 647 A.2d 454, 462 (N.J. 1994).

124. In order to state a cause of action under the NJCFA, a plaintiff does not need to show reliance by the consumer. See Varacallo v. Massachusetts Mut. Life Ins. Co., 752 A.2d 807 (App. Div. 2000); Gennari v. Weichert Co. Realtors, 691 A.2d 350 (N.J. 1997) (holding that reliance is not required in suits under the NJCFA because liability results from **“misrepresentations whether ‘any person has in fact been misled, deceived or damaged thereby”**).

125. Rather, the NJCFA requires merely a causal nexus between the false statement and the purchase, not actual reliance. See Lee v. Carter-Reed Co., L.L.C., 4 A.3d 561, 577 (2010) (“**causation under the [NJCFA] is not the equivalent of reliance**”).

126. As stated by the New Jersey Supreme Court in Lee, 4 A.3d at 580: “**It bears repeating that the [NJCFA] does not require proof of reliance, but only a causal connection between the unlawful practice and ascertainable loss.**”

127. By the acts alleged herein, Defendants have violated the NJCFA. Specifically, Defendants:

- a. Set and advertised an arbitrary fake base price for every item in their stores, which price was set forth on each item’s price tag and was represented to be the item’s “original” or “regular” price despite the fact that such item was never sold or offered for sale at that price;
- b. Continuously advertised and offered items for sale at a purported percentage-off discount off their fake base prices, via large signs displayed throughout their stores, when the “discounted” sale prices did not actually represent the advertised savings since the items were never offered for sale at their purported base prices;
- c. Represented that items were on sale and offered at discounted prices when in fact the items were being offered for sale at their everyday, regular prices;
- d. Charged their customers the full, regular price for the items, without providing the advertised percentage-off discount; and
- e. Represented to their customers on their receipts that they had received a certain percentage discount and “saved” a specified amount of money when in fact they did not.

128. These uniform practices by Defendants constitute sharp and unconscionable commercial practices relating to the sale of goods in violation of the NJCFA, N.J.S.A. § 56:8-1, et seq.

129. As alleged herein, Defendants have engaged in deceptive conduct which creates a likelihood of confusion or misunderstanding.

130. These actions also constitute **“omission[s] of any material fact with intent that others rely upon such concealment,”** as Defendants did not inform Plaintiff and the class members that the items offered for sale were not actually discounted at all, but rather were being sold at their everyday, regular prices. Defendants purposefully omitted this information so that their customers would believe that they were getting a discounted price on the items they purchased from Defendants, when in fact they were not.

131. As such, Defendants have acted with knowledge that their conduct was deceptive and with the intent that such conduct deceive purchasers.

132. Further, the affirmative statements by Defendants regarding the fake former prices of items set forth on each item’s price tag, the amount of the purported percentage-off discounts set forth on numerous in-store signs, and the written statements on customer receipts regarding **“Item Discount [a specified percentage and dollar amount]”** and that **“You Saved [a specified dollar amount]”** were all false, affirmative statements of fact, since the items in question were never sold at the purported former price and the purported “sale” price was actually Defendants’ regular price for the item.

133. Moreover, because Defendants’ conduct described herein is a violation of both federal and New Jersey state regulations, such conduct constitutes a per se violation of the NJCFA, N.J.S.A. § 56:8-1, et seq.

134. Specifically, Defendants’ conduct violates 16 C.F.R. § 233.1 in that the purported “original” prices of the items were **“not bona fide but fictitious”** under 16 C.F.R. § 233.1 because the items were never actually sold or offered for sale at those prices. Thus, the purported **“reduced”** prices offered by Defendants were **“in reality ... [Defendants’] regular**

price[s]” and **“the ‘bargain[s]’ being advertised”** by Defendants were **“false.”** 16 C.F.R. § 233.1.

135. Defendants’ conduct also violated both N.J.A.C. 13:45A-9.3(a)(3) and 13:45A-9.4(a)(5) and (6). These regulations require, *inter alia*, that a seller advertising a purported percentage **“off”** discount and/or price comparison must affirmatively state in writing the basis for the purported discount and the source of the price which is being used for comparison, including whether that price was previously charged by the seller or its competitors and when and where that former price was previously charged. Defendants clearly did not do any of this.

136. Plaintiff and the class members reasonably and justifiably expected Defendants to comply with applicable law, but Defendants failed to do so.

137. As a direct and proximate result of these unlawful actions by Defendants, Plaintiff and the class members have been injured and have suffered an ascertainable loss of money.

138. As with other terms of the NJCFA, the term “ascertainable loss” is to be construed liberally in favor of the consumer in order to carry out the NJCFA’s broad remedial purposes. Cox v. Sears Roebuck & Co., 138 N.J. 2, 21-22 (1994); In Union Ink Co., Inc. v. AT&T Corp., 352 N.J. Super. 617, 646 (App. Div. 2002) (holding that the ascertainable loss **“requirement has been broadly defined as embracing more than a monetary loss”**).

139. The NJCFA does not require a plaintiff to have suffered any out-of-pocket loss. See Union Ink, 352 N.J. Super. at 646:

“a victim of consumer fraud must prove an ‘ascertainable loss,’ N.J.S.A. 56:8-19, but that requirement has been broadly defined as embracing more than a monetary loss.” (emphasis added)

140. A consumer has experienced an “ascertainable loss” within the meaning of

the NJCFA whenever the consumer fails to receive the bargain which was promised by the seller.

See International Union v. Merck & Co., 384 N.J. Super. 275, 291 (App. Div. 2006):

“Ascertainable loss ‘has been broadly defined as more than a monetary loss’ and encompasses situations where ‘a consumer receives less than what was promised.’” (emphasis added)

141. Indeed, in Furst v. Einstein Moomijy, Inc., 182 N.J. 1 (2004), the New Jersey Supreme Court rejected the argument that the concept of “ascertainable loss” under the NJCFA is limited to the current out-of-pocket dollar loss suffered by the consumer and held that the term included a situation where a consumer had not received the benefit of a discount promised by the seller. See Furst, 192 N.J. at 13-14:

“In light of the Legislature’s clear intent [in passing the Consumer Fraud Act], it would be incongruous to provide consumers with a form of damages less than what is available in an ordinary breach-of-contract case. The ‘expectation interest’ of the consumer who purchases merchandise at a discount is the benefit of the bargain. The statute cannot be construed to allow an offending merchant to benefit from his own deception.” (emphasis added)

142. Plaintiff here has suffered an ascertainable loss within the meaning of the NJCFA when she failed to receive the full benefit of the purported discount offered by Defendants and when she was lulled into making purchases by Defendants’ promise of the illusory discounts.

143. Specifically, Plaintiff was promised by Defendants that she was getting a **“50% OFF”** discount on her purchase of the kid’s plaid button-down shirt and that, for the sum of \$12.50, she would receive a shirt that had previously sold for \$24.99 and that was worth \$24.99. Indeed, Plaintiff’s receipt specifically and expressly stated **“Item Discount 50% -12.49.”**

144. As outlined herein, Plaintiff did not receive the benefit of the promised bargain. She did not receive the promised 50% discount, as the kid’s plaid button-down shirt was not

discounted at all. Rather, the shirt was being sold at Defendants' normal, everyday price.

Plaintiff did not save \$12.49, as stated on her receipt, since she paid \$12.50 for a shirt that was consistently and regularly sold by Defendants for \$12.50. In exchange for her payment of \$12.50, Plaintiff did not receive a shirt worth \$24.99, as promised by Defendants. In actuality, the shirt was not worth \$24.99, but its true value was the price at which it was regularly and consistently sold by Defendants: \$12.50.

145. Similarly, Plaintiff was promised by Defendants that she was getting a **"50% OFF"** discount on her purchase of the kid's Gap logo hooded sweat shirt and that, for the sum of \$17.50, she would receive a shirt that had previously sold for \$34.99 and that was worth \$34.99. Indeed, Plaintiff's receipt specifically and expressly stated **"Item Discount 50% -17.49."** .

146. As outlined herein, Plaintiff did not receive the benefit of the promised bargain. She did not receive the promised 50% discount, as the kid's Gap logo hooded sweat shirt was not discounted at all. Rather, the shirt was being sold at Defendants' normal, everyday price. Plaintiff did not save \$17.49, as stated on her receipt, since she paid \$17.50 for a sweat shirt that was consistently and regularly sold by Defendants for \$17.50. In exchange for her payment of \$17.50, Plaintiff did not receive a shirt worth \$34.99, as promised by Defendants. In actuality, the shirt was not worth \$34.99, but its true value was the price at which it was regularly and consistently sold by Defendants: \$17.50.

147. Thus, Plaintiff did not receive the promised discount of **"50% OFF"** on either item, as neither items had ever actually been sold by Defendants for the claimed former prices set forth on their price tags. Rather, Plaintiff received no discount at all because these items were sold to her at the same prices at which Defendants consistently and regularly sell them. Based on the representations of Defendants as to the items' former prices, Plaintiff was entitled

to a kid's plaid button-down shirt worth \$24.99 and a kid's hooded sweatshirt worth \$34.99. But the items she actually purchased were of lesser quality and were actually worth no more than the lesser prices which Defendants consistently and regularly charged for them.

148. Moreover, Plaintiff would not have made any purchase from Defendants at all on the day in question but for the false statements by Defendants outlined herein – that the shirts she purchased had previously sold for \$24.99 and \$34.99, respectively; that she was receiving a 50% discount on each item; and that the value of the shirts were twice what she was being asked to pay for them. Thus, Plaintiff's payments to Defendants of \$12.50 and \$17.50 were losses caused by Defendants' misconduct.

149. Plaintiff would purchase items from Gap Factory and Banana Republic Factory stores in the future if she knew that the purported "% OFF" discounts and purported price comparisons listed in such stores were truthful and accurate.

150. Pursuant to N.J.S.A. 56:8-19 of the NJCFA, Plaintiff seeks injunctive relief for herself and the class, in the form of an order requiring Defendants to stop the complained-of practices in its Gap Factory and Banana Republic Factory stores in New Jersey.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and for judgment to be entered in favor of Plaintiff and the class against Defendants as follows:

A. Enter an order certifying the proposed class, designating Plaintiff as the representative for the class she seeks to represent, and designating the undersigned as class counsel;

B. Declare that Defendants' conduct alleged herein be adjudged and decreed in violation of the federal and state pricing regulations and state laws cited above;

C. Grant the requested injunctive relief, prohibiting the complained-of conduct by Defendants in the future;

D. Grant reasonable attorneys' fees and reimbursement of all costs incurred in the prosecution of this action pursuant to N.J.S.A. 56:8-19 of the NJCFA; and

E. Grant such other relief as this Court deems just and proper.

Dated: October 9, 2017

BY: 

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.

Joseph A. Osefchen, Esq.

Shane T. Prince, Esq.

Ross H. Schmierer, Esq.

5 Greentree Centre

525 Route 73 North, Suite 410

Marlton, NJ 08053

Tel.: (856) 797-9951

Fax: (856) 797-9978

Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY AND CERTIFICATION

Plaintiff hereby demands trial by jury of six on all issues.

I hereby certify, pursuant to R. 4:5-1, that to the best of my knowledge, information and belief at this time the matter in controversy is not the subject of any other action pending in any Court, nor of any pending Arbitration proceeding, that no other action or Arbitration is contemplated, and further that there are no other parties who should be joined in this action.

Pursuant to R. 4:25-4, Stephen P. DeNittis, Esquire is designated as trial counsel.

Dated: October 9, 2017

BY: 

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.

Joseph A. Osefchen, Esq.

Shane T. Prince, Esq.

Ross H. Schmierer, Esq.

5 Greentree Centre

525 Route 73 North, Suite 410

Marlton, NJ 08053

Tel.: (856) 797-9951

Fax: (856) 797-9978

Attorneys for Plaintiff