UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

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CAMPMOR, INC.,

Plaintiff,

- vs. -

BRULANT, LLC,

Defendant.

CIVIL ACTION NO.

09-cv-5465 (WHW)

SECOND AMENDED COMPLAINT

Plaintiff, Campmor, LLC, ("Campmor"), by and through its undersigned attorneys, for its second amended complaint against defendant Brulant, LLC, a subsidiary of Rosetta LLC, a New Jersey corporation, says and alleges as follows:

THE PARTIES

- 1. Plaintiff, Campmor, LLC, is a New Jersey corporation with an address of 400 Corporate Way, Mahwah, New Jersey ("Campmor").
- 2. Defendant Brulant, LLC is a subsidiary of Rosetta LLC, a Delaware corporation, with an address at 100 American Metro Boulevard, Hamilton, New Jersey ("Brulant").

FACTS

- 3. Campmor is a recreational equipment retailer that was established in Bogota, New Jersey in 1978. It operates a retail store in Paramus, New Jersey, as well as an extensive catalogand Internet-based business.
- 4. Campmor has established a market-leading position as a supplier of high quality outdoor gear to consumers at reasonable prices.
- 5. Building on its thirty-year base as a catalog sales company with a large community of loyal customers, by 2006 Campmor had made the transition to a successful online business with Internet sales exceeding \$60 million per year from its website at www.campmor.com ("Campmor.com").
- 6. To support this level of online sales, Campmor sought a long-term "partnership," as defined below, with an online channel solutions "partner" capable of meeting the business management, creative production, interactive marketing, merchandising, technical and managed services requirements of Campmor's expanding online presence.
- 7. An online channel "partnership" is a medium- to long-run joint business venture, enterprise or undertaking between two entities, not a partnership in the legal sense.
- 8. Based on its own research and analysis, Campmor had concluded that it could best meet its future website goals by utilizing certain proprietary software, applications and tools developed and provided by International Business Machines Corp. ("IBM").
- 9. Campmor's website was based on a comprehensive software "solution" called WebSphere, an IBM product developed by IBM's Toronto Laboratory (the "Toronto Lab").
- 10. The version of WebSphere then in use by Campmor, WCS 5.6.1, did not allow modifications to the website operation to be made efficiently and reliably. Several major WCS

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components were disabled and lacked the full range of functionality necessary for Campmor to compete in the "online channel."

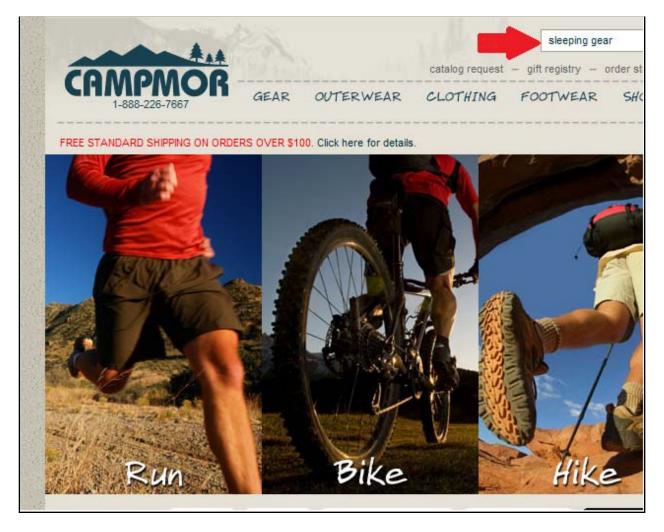
- 11. Campmor sought to continue utilizing WebSphere, but upgrading to version 6.0.
- 12. Another IBM product of particular interest to Campmor was OmniFind, which is marketed as highly-scalable, secure, high-quality enterprise search.
- 13. Campmor's existing website utilized an older version of OmniFind that, among other things, did not offer internal guided navigation tools.
- 14. The updated product includes pre-built integrations for indexing data and content from file shares, databases, collaboration tools, content management systems and "community" building tools that enable an enterprise such as Campmor to benefit from utilizing "Web 2.0" or "social media" online phenomena such as blogs, wikis and the like.
- Campmor, once implemented, to obtain deep and detailed understand of how users utilized the website's features and navigated within the site. OmniFind features a navigation pane for analysis of top search results using dynamic bar charts, a platform for constructing semantic search and content analytics solutions, such as entity analytics, sentiment analysis, threat analysis, global name recognition, and more tools that would enable Campmor to maximize its ability to reach, retain and satisfy Internet customers.
- 16. Campmor hoped to use the upgraded version of OmniFind to retain and substantially upgrade the quality of Search Engine Optimization ("SEO") on its website in order to bring customers to the site, along with "guided navigation" in order to assist them in finding what they want once they get there.

- 17. SEO is the process of improving the volume or quality of Internet user traffic that is to directed to a website by search engines via "natural" or un-paid ("organic" or "algorithmic") search results, as opposed to other forms of search engine marketing that more closely resemble paid advertising. The premise of SEO is that the earlier or "higher" a site appears in the search results list returned by a search engine such as Google, Bing or Yahoo!, the more visitors will "click on" that site's search result from the results list.
- 18. As an Internet marketing strategy, the field of SEO considers how search engines work and what people search for. Optimizing a website primarily involves editing its content and HTML and associated coding to both increase its relevance to specific keywords and to remove barriers to the indexing activities of search engines.
- 19. SEO is achieved by a number of means. A variety of standard methods can increase the prominence of a webpage within search results. Adding relevant keywords to a web page's metadata—information not typically read on user's browser screen, but readable by search engines and others—including title tag and "meta descriptions" can improve the relevance of a site's search listings, thus increasing traffic. Other techniques available to a consumer retail website such as Campmor.com, and which would be expected as part of an SEO optimization program, include harmonization of web pages accessible via multiple URL's and the use of an SEO site map.
- 20. An SEO site map is a separate HTML page that acts as a directory of the pages on a website. Each page listed in the site map is hyperlinked. Keywords are used in the link "anchor text"—the highlighted words on a website that can be clicked to direct the browser to a hyperlink's address—and synonyms that might be commonly used in place of keywords are also integrated into the page. Site maps not only guide search engine "spiders"—automated programs

that "crawl the Web" and provide the raw search-result material to search engines—but are a useful tool for visitors that acts much like a website index or table of contents. Sitemaps may also be submitted directly to search engines so they may index them directly, instead of "waiting" for spiders to discover them.

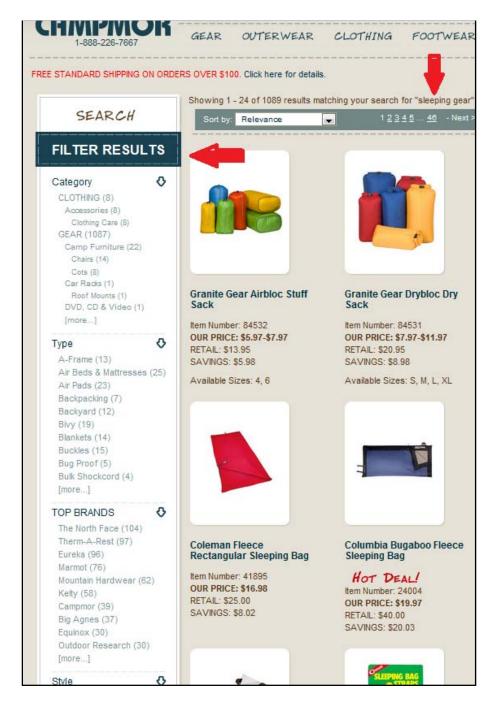
- 21. SEO site maps are a relatively low-technology method of enhancing SEO, though they can be laborious to produce for a large, complex e-commerce website.
- 22. Finally, Campmor insisted that its new website feature "guided navigation," which its existing site lacked, and which is industry-standard among retail e-commerce websites.
- 23. Guided navigation addresses the problem experienced on sites that lack it whereby Internet shoppers begin searches for specific things, such as products, using vague and general terms. Because of this lack of precision, search results can be of little use to the prospective customer if too many choices are returned in an unstructured manner, resulting in shoppers abandoning their searches in frustration and leaving the website altogether. Guided navigation helps solve this problem by allowing the visitor to easily and rapidly narrow the search in a highly structured fashion.
- 24. For example, set out as Figure 1 below is an excerpt from the home page of the present Campmor website, demonstrating, by way of example, user input of the term "sleeping gear" as term to be searched internally at Campmor.com (shown at the red arrow):

FIGURE 1



25. On a website with properly-operating guided navigation, such as the present Campmor.com website, the result set forth below as Figure 2 would be typical (the top red arrow indicating the search term and the lower red arrow pointing to an excerpt from the guided navigation result generated by that term):

FIGURE 2



26. Furthermore, OmniFind, being an IBM product like WebSphere, is "optimized" with WebSphere. In other words, IBM maintains that the programs are designed to work "optimally" together, in contradistinction to their respective, presumably degraded performance when paired with alternative, competing programs having otherwise comparable qualities.

- 27. In sum, Campmor sought not only a general technical and commercial upgrade in its e-commerce operation by upgrading from version 5.6 to version 6.0 of IBM's WebSphere, but an SEO / navigation solution that would leverage integration of many of the powerful features of IBM's OmniFind set forth above with non-proprietary, though labor-intensive, website navigation methodologies based fundamentally on coding.
- 28. Considering the central role of OmniFind in Campmor's vision of its upgrade project, therefore, in or about mid-2006 Campmor contacted IBM seeking a referral to a qualified reseller of OmniFind.
 - 29. IBM referred Campmor to Brulant.
- 30. Campmor subsequently invited Brulant to make a presentation and prepare a proposal to Campmor, consistent with Campmor's goals and budget.
- 31. Brulant agreed to do so following a preliminary evaluation of Campmor's website.
- 32. Following that evaluation, in or around the middle of 2006 and in September and October of that year, Brulant's Scott Young made, *inter alia*, the following explicit representations to Campmor:
 - a) Brulant had a very high level of experience and capability with respect to SEO, and if engaged it could and would deploy the same to improve Campmor's SEO results;
 and
 - b) Brulant had a special, "excellent" relationship with IBM's Toronto Labs, and hence had a unique or at least top-level capability to implement WebSphere and related IBM tools and applications as well as ready access to IBM expertise to the extent

there was a need for any special or customized knowledge or support respecting those products.

- 33. Beginning in or about October of 2006, Brulant and its predecessor in interest entered into the first of a series of agreements with Campmor to upgrade Campmor's online website business.
- 34. The scope and goals of the upgrade project were set out in a Statement of Work dated October 1, 2006 (the "2006 SOW"), which was supplemented by the "Brulant Master Services Agreement / Terms & Conditions."
 - 35. The 2006 SOW was drafted by Brulant.
- 36. The 2006 SOW also set out an estimated schedule which divided the work into four phases.
- 37. The first phase was an estimated four-week "Inception" period, "a time when Campmor is adding details to the general information provided to date."
- 38. The second phase, "Transition," was estimated to last six weeks in duration, and was defined as follows: "Brulant and Campmor work together in preparation for the cut-over date. Service Levels are established that will set expectations that Brulant will manage to throughout the project. The transition period ends on the cut-over date." "Cut-over date" means the transition from the original website to the new, upgraded website to be provided by Brulant.
- 39. The third phrase, estimated to last 12 weeks, was called "Stabilization," and was described as post–cut-over tuning and enhancement period, "the first opportunity for Brulant to see 'first hand' Campmor's business and begin collecting suggestions for expansion and efficiency."

- 40. The fourth and final phase was "Optimization," which was conceptualized as a period running from the end of the "Stabilization" stage and "indefinitely" thereafter, and during which "Opportunities are identified to expand the business impact of the online channel and increase operational efficiency."
- 41. Thus, as set forth in the 2006 SOW, "The expected start date for this project is January 15, 2007 with complete transition to Brulant by May 1, 2007. It is expected that the Stabilization Phase will begin in time for Brulant to participate in monthly close activities during March and April 2007. . . . "
- 42. The contract price of the upgrade project set out in a Statement of Work dated October 1, 2006 (the "2006 SOW") was \$665,500.
 - 43. Campmor paid all amounts billed under the 2006 SOW.
- 44. A year later, after preliminary evaluative work and certain initial steps including the beginning of the contemplated upgrade, on October 17, 2007 Brulant presented Campmor with a new "Statement of Work for WebSphere Commerce 6.0 Upgrade and Redesign Project" (the "2007 SOW").
 - 45. The 2007 SOW was drafted by Brulant.
- 46. Prior to Campmor's execution of the 2007 SOW, Brulant reiterated all the foregoing representations with respect to its SEO expertise and capacity and its "great relationship" with Toronto Labs such that Brulant's command of all the necessary expertise and resources required to implement WebSphere and OmniFind was assured.
- 47. Moreover, Brulant claimed to have knowledge that IBM would be phasing out support for WCS 5.6.1 in the second half of 2008, and that following this "end of life" all users

of that release, including Campmor, would be "fined" \$25,000 per month in order to obtain support.

- 48. Among the changes found in the 2007 SOW was a component of work, described under the rubric of "database migration," premised on what Brulant informed Campmor had been learned during its in-depth, compensated evaluation period under the terms of the 2006 SOW.
- 49. Brulant informed Campmor that apart from a need for improved operations with respect to e-commerce optimization and functionality, the extant website suffered from poor database structure and corrupted content.
- 50. Brulant's Scott Young and Doug Dentonr epresented to Campmor that Brulant had the capability to remedy the problems with the legacy Campmor.com database by "cleaning up" and restructuring the database, tasks that were to be subsumed in the SOW's under the rubric of "database migration."
- 51. Young and Denton pressed the importance of the database migration project aggressively, assuring Campmor that this achievement was mission-critical and that Brulant was uniquely qualified to implement it.
- 52. The 2007 SOW states as follows, as enumerated by the section numbers used therein:
 - (1.6) During the August 2007 executive meeting a suite of activities were proposed to improve the business performance of the Campmor online channel. These activities are logically executed in conjunction with a site upgrade and are included in this engagement.
 - (1.7) Goals and Objectives of this engagement

- 1.7.1 Upgrade the underlying WebSphere Commerce platform to version 6.0
- 1.7.2 Return the implementation to a typical configuration with all major components functional.
- 1.7.3 Improve the technical foundation for organic Search Engine Optimization (SEO).
- 1.7.4 Abandon current site customizations that are no longer providing business value.
- 1.7.5 Retain selected improvements to the current site.
- 1.7.6 Retain selected data used by the current site.
- 1.7.7 Allow business users to make changes to site content.
- 1.7.8 Establish a flexible interface to backend systems to facilitate integration with the new ERP system.
- 1.7.9 Enable dynacache as a site performance enhancement.
- 1.7.10 Modify the URL structure so that it improves site SEO performance.
- 1.7.11 Preserve the SEO scores of the existing site pages.
- 1.7.12 Identify key performance indicators (KPIs) and site utilization metrics important to managing and optimizing the performance of the site.
- 1.7.13 Configure an appropriate web analytics tool to measure and track KPIs and site metrics.
- 1.7.14 Recommend a list of modifications to site design to improve site conversion.
- 53. These declarations in the 2007 SOW are, in fact, an accurate memorialization of "actions" that Brulant's Young and Denton, and others, proposed to Campmor with respect to its

website upgrade at the referenced August 2007 executive meeting attended by them, and in other communications between these and other Brulant employees and Campmor at or around the same time.

- 54. Brulant, including through Young and Denton, represented to Campmor, in the above-referenced meetings and communications, that as a result of these "actions" to be taken by Brulant on behalf of and in cooperation with Campmor at a total price "estimated" at \$649,500, Campmor's website and its implementation of the technologies sought by Campmor would operate at or above "industry standard" and "best practices."
- 55. Moreover, Brulant's Young and Denton explicitly assured Campmor that Brulant had sufficient staff, in terms of both skills and availability, as well as other resources on hand needed to execute the "actions" with respect to the WebSphere 6.0 upgrade.
- 56. These assurances merely confirmed what was implicit as a premise to the entire undertaking and to Campmor's agreement to engage Brulant, and nothing communicated by any Brulant representative or employee until after the signing of the very last SOW ever suggested the contrary.
- 57. Similarly, based on these explicit and implicit representations, Campmor believed that Brulant was committed to making these resources them available for Campmor's benefit and in furtherance of the agreements between Campmor and Brulant in an efficient, professional, cost-effective and effectual manner.
- 58. These representations, however, were false, and were known or should have been known by Brulant's Young and Denton, and, upon information and belief, others at Brulant, to be false.

- 59. In fact, Brulant knew, or should have known, that it lacked the in-house expertise necessary to implement WebSphere 6.0 for Campmor.com as set out in the successive agreements.
- 60. In particular, Brulant knew, or should have known, that it lacked the coding personnel required to implement not only the "industry standard" level of SEO it contracted to deliver, but that it was so lacking in the appropriate coding resources to do so that, by the time it was taken off the job by Campmor, the "new" site proffered to Campmor by Brulant in early 2009 had absolutely no SEO whatsoever. This represented not an improvement, but a complete degradation, of Campmor's SEO results in comparison to the original Campmor.com site.
- 61. Although Brulant had performed no SEO on the Campmor.com site under the terms of the 2006 SOW, it falsely represented the extent to which it had done so or begun the process of doing so, or omitted the fact that it had not done so, in order to induce Campmor to enter into the 2007 SOW.
- 62. Brulant falsely represented, or omitted material facts with respect to, its capacity to implement SEO for Campmor.com by the promised deadline, or at any time in the foreseeable future, and falsely represented or omitted the fact that it had no plan in place to obtain such capacity in a timely fashion or otherwise, in order to induce Campmor to enter into the 2007 SOW.
- 63. Brulant knew, or should have known, that it lacked the technical expertise required to implement guided navigation utilizing OmniFind, such that the "new" site proffered to Campmor by Brulant in early 2009 had absolutely no guided navigation functions whatsoever. In other words, the left-hand "navigation bar" shown in Figure 2 did not appear on the website presented by Brulant to Campmor as "ready" for implementation.

- 64. Brulant did not merely fail to place the guided navigation bar on the search result pages: Brulant had implemented none of the "back end" or technical perquisites needed to make guided navigation functional.
- 65. Furthermore, Brulant knew, or should have known, that it lacked the technical sophistication required to perform the database migration project, such that, by the time it was taken off the job by Campmor, no material aspect of the database migration, including the removal of invalid and corrupt data, had been achieved by Brulant.
- 66. Although Brulant had not completed or materially performed database migration for the Campmor.com site under the terms of the 2006 SOW, it falsely represented the extent to which it had done so or begun the process of doing so, or omitted the fact that it had not done so, in order to induce Campmor to enter into the 2007 SOW.
- 67. Moreover, Young's claim that Campmor needed to upgrade to WebSphere 6.0 as soon as possible to avoid the "\$25,000 a month fine" which was to be "imposed" by IBM on users of release 5.6 was false. In fact, the old release is, as of the date hereof, still being supported by IBM.
- 68. In sum, premise, both spoken and unspoken, of each and every one of the foregoing exchanges, communications and meetings, was that Brulant had not only adequate, but "best of breed" capabilities to deliver each and every one of the enumerated "actions" in terms of in-house technical knowledge and experience.
- 69. As a result of its material misapprehension of the facts due to Brulant's misrepresentations and omissions, Campmor executed the 2007 SOW and made regular payments to Brulant as billed per the terms of the agreement.

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- 70. On January 29, 2008, Brulant presented Campmor with a third "Statement of Work for WebSphere Commerce 6.0 Upgrade and Redesign Project" (the "2008 SOW").
 - 71. The 2008 SOW was drafted by Brulant.
- 72. Prior to Campmor's execution of the 2008 SOW, Brulant, including through Young and Denton, again reiterated all the foregoing representations with respect to Brulant's SEO expertise and its "great relationship" with Toronto Labs and capabilities with respect to WebSphere and OmniFind.
- 73. Moreover, Brulant again misrepresented, or failed to disclose, all the material facts with respect to its capability, performance, progress and future prospects for performance set out above in connection with Brulant's inducement, by such misrepresentations, of Campmor's execution and entry into the 2008 SOW.
- 74. In particular, Brulant omitted to inform Campmor, *inter alia*, that it had to that point, completely failed to implement any SEO on Campmor.com.
- 75. Brulant omitted to inform Campmor that it had no plan for how it would go about obtaining the coding help necessary to implement SEO on Campmor.com in the foreseeable future.
- 76. Brulant omitted to inform Campmor that, years after beginning the redesign of a website premised in no small part on upgrading the site's SEO, it never even performed the fundamental, and technologically elementary, task of establishing an SEO site map for Campmor.com.
- 77. Brulant omitted to inform Campmor that, by mid-2008, it had finally engaged an outside consultant to make some attempt at guiding Campmor through implementation of guided

navigation on Campmor.com—expertise it repeatedly represented to Campmor that it possessed itself.

- 78. Brulant omitted to inform Campmor that it had no idea how to implement the data migration component of the Campmor.com upgrade project.
- 79. Lacking all the foregoing information, Campmor entered into the 2008 SOW under a materially false impression of Brulant's capabilities, achievements and candor, as well as the actual likely cost of completion of the Campmor.com upgrade project if the project remained in Brulant's hands.
- 80. If Campmor had been aware of the truth of all these matters or any of them, it would not have entered into the successive agreements with Brulant, or it would have done so only under materially different terms.
- 81. Through March of 2009, Campmor had paid Brulant approximately \$1.4 million for the work, which through the end of 2009 had either not been completed or which had rendered Campmor.com less functional than it had been prior to Brulant's engagement.
- 82. Brulant's last estimate for the completion of the work was that it would not only exceed its previous "estimate" of \$2.077 million but that completion would actually total approximately \$2.3 million.
- 83. Not only did Brulant fail to keep to any semblance of the contract price, but it fell far short of the specific goals set out in the agreements between the companies and the representations made by Brulant in order to induce Campmor to enter into those agreements under those terms.
- 84. As set forth above, the "upgraded" Campmor website actually had a lower level of functionality than the original website that had been utilized by Campmor, and was so

seriously deficient that basic functions such as search engine optimization and order placement were seriously debilitated.

- 85. As a result of Brulant's failure to perform, Campmor, since the time of the involvement of Brulant in its website operations, suffered a precipitous decline in Internet sales, far out of proportion with either its in-store sales trends or any secular decline observable throughout the industry in which Campmor operates.
- 86. Brulant representatives subsequently admitted their failures, but informed Campmor that notwithstanding Brulant's responsibility for the devastating delays, cost overruns and sales losses that plagued the project, if Campmor would not make substantial additional payments to Brulant, Brulant would begin legal proceedings to obtain payment.
- 87. Moreover, since the time of the filing of the First Amended Complaint in this action, Campmor has been forced to expend significant sums to achieve the level of functionality on Campmor.com originally promised to have been delivered years ago by Brulant. These expenditures have arisen by virtue of the need to pay for services to pick up where Brulant left off; to correct errors made by Brulant due to its incompetence; and to work around deficiencies in the website's functionality brought about by Brulant' removal, following the institution of this action and the end of the business relationship between Brulant and Campmor, of software code Brulant deemed "proprietary."

COUNT I

Breach of Contract

- 88. Campmor repeats and realleges the foregoing allegations as if set forth fully herein.
- 89. Campmor has in all material respects performed its obligations under the various agreements between it and defendant.

- 90. Defendant has materially breached its contract with Campmor.
- 91. As alleged above, once enmeshed in the complex and mission-critical upgrade project promised by Brulant, Campmor had virtually no alternative but to continue paying for cost overruns and tolerating Brulant's incompetent attempt to deliver "deliverables" it knew, or should have known, it lacked the know-how to deliver if it wanted the project finished and the ongoing damage to its business contained and corrected.
- 92. Brulant's actions with respect to its refusal adequately to make Campmor whole or otherwise to compromise or otherwise fairly address the harm done by its incompetence, and its insistence on what it regards as strict adherence to Campmor's obligations under the various written agreements between the parties and their predecessors, also constitute a breach of the covenant of good faith and fair dealing implied in every contract.
- 93. Campmor has been damaged by Brulant's breach in an amount to be determined at trial.

COUNT II

Breach of Warrantv

- 94. Campmor repeats and realleges the foregoing allegations as if set forth fully herein.
- 95. Defendant has failed to perform the work it contracted to do for Campmor in a professional, competent and workmanlike manner.
- 96. Defendant has failed to perform the work it contracted to do for Campmor in a manner such that the services it contracted to provide meet the standard of merchantability with respect to the purpose for which they were sold.
 - 97. Campmor has been damaged by Brulant's breach.

COUNT III

Fraud

- 98. Campmor repeats and realleges the foregoing allegations as if set forth fully herein.
- 99. In order to secure a lucrative contract to overhaul Campmor's already-successful retail website, Brulant knowingly made material misrepresentations of present fact, or omitted material facts, on which Campmor relied to its detriment, as set forth above.
- 100. Brulant misrepresented the full extent of the time, expertise and support necessary to effectuate the promised upgrade or, alternatively, it misrepresented its own competence properly to make such an evaluation accurately and in good faith.
- 101. Brulant made these misrepresentations with the knowledge and intention that Campmor would rely on what Brulant claimed were its stellar reputation and capabilities, and that once enmeshed in the complex and mission-critical upgrade project, Campmor would have virtually no alternative but to continue paying for cost overruns and tolerating Brulant's incompetent attempt to deliver "deliverables" it knew, or should have known, it lacked the knowhow to deliver.
- 102. Campmor has been damaged by Brulant's fraud in an amount to be determined at trial.

COUNT IV

Negligent Misrepresentation

- 103. Campmor repeats and realleges the foregoing allegations as if set forth fully herein.
- 104. To the extent they were not intentional, if any, Brulant's misrepresentations regarding material facts, as set forth above, that Brulant should have known as a factual matter and in light of its legal duties to Campmor were negligent.

- 105. Campmor relied on Brulant's negligent misrepresentations to its detriment.
- 106. Campmor relied on the false information provided by Brulant.
- 107. Campmor's reliance was reasonable and foreseeable by Brulant.
- 108. Campmor has been damaged by Brulant's negligent misrepresentations in an amount to be determined at trial.

COUNT V

N.J. Consumer Fraud Act (N.J.S.A. 56:8-2 et seq.)

- 109. Campmor repeats and realleges the foregoing allegations as if set forth fully herein.
- 110. The services offered for sale by Brulant, and which are relevant to the claims herein, were at all relevant times available to the public at large.
- 111. The services offered for sale by Brulant were at all relevant times meant for the consumption of its clients in the course of their businesses and are not peripheral to the sale of other merchandise by Brulant.
- 112. The services Brulant offered for sale or sold to Campmor therefore were at all relevant ti mes "merchandise" as defined by the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1(c).
- 113. The actions and omissions of Brulant as set forth above constituted an unconscionable commercial practice, deception, fraud, false pretense, false promise or misrepresentation.
- 114. Brulant knowingly concealed, suppressed or omitted material facts with the intent that Campmor rely on its misrepresentations or omissions.
- 115. Campmor has been damaged by Campmor's negligent misrepresentations in an ascertainable amount to be determined at trial.

WHEREFORE, plaintiff Campmor, Inc., requests that defendant

1. be ordered to pay the damages of Campmor in an amount to be determined at trial

and;

2. be ordered to pay treble the damages of Campmor pursuant to the New Jersey

Consumer Fraud Act; and

3. be ordered to refund to Campmor all moneys paid to defendant pursuant to the New

Jersey Consumer Fraud Act; and

4. be ordered to pay Campmor's reasonable costs and expenses, including attorneys' fees

and costs pursuant to the New Jersey Consumer Fraud Act or otherwise; and

5. be ordered to provide to Campmor such other relief as shall be determined by this

Court to be just.

GOETZ FITZPATRICK LLP

By:		
•	Ronald D. Coleman (RC 3875)	

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DATED: April 26, 2010