

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

VICKI BEARD, on behalf of herself and all others similarly situated,)	Docket No. 1:14-cv-1045
)	
Plaintiff,)	<u>CLASS ACTION</u>
)	
v.)	COMPLAINT AND JURY DEMAND
)	
UNIVERSAL WELLNESS GROUP, INC., A/K/A BETTER HEALTH LAB, INC. D/B/A ALKAZONE,)	
)	
Defendant.)	
)	

COMPLAINT AND JURY DEMAND

Plaintiff Vicki Beard, individually and on behalf of all others similarly situated, alleges the following facts and claims upon personal knowledge, investigation of counsel, and information and belief.

NATURE OF THE CASE

1. This case arises out of Defendant’s false, deceptive, and misleading statements on the packaging of Alkazone bottled water and on the company’s website. Defendant claims that Alkazone water is a breakthrough product “enhanced with essential minerals such as potassium, calcium, magnesium and selenium to create a healthy 9.5 pH(±) balanced antioxidant water that helps restore the body and add support for the immune system.” Based on these and other misrepresentations set out herein, Plaintiff and members of the proposed Class purchased Alkazone water believing that the product has a particular pH or contains particular minerals and amounts of minerals. However, the product is nothing more than bottled tap water dressed up in a fancy, deceitful label. By bottling, manufacturing, distributing, and marketing bottles of Alkazone water, Defendant violated Sections 349 and 350 of the New York General Business

Law and breached its express warranty with consumers. Plaintiff brings this class action on behalf of herself and a class of similarly situated purchasers in the state of New York for equitable, injunctive, declaratory, and monetary relief as set forth below.

PARTIES

2. Plaintiff Vicki Beard (“Plaintiff”) is a resident of Kings County, New York. On multiple occasions during the Class Period (as defined below), Plaintiff purchased Alkazone water at a retail store in Brooklyn, New York. Plaintiff read the label for Alkazone and relied on the claims made on the product label about the characteristics of Alkazone water in deciding to ultimately purchase the product.

3. Defendant Universal Wellness Group Inc. a/k/a Better Health Lab, Inc. d/b/a Alkazone (“Universal Wellness”) is a New Jersey corporation with its principal place of business at 200 South Newman St., Hackensack, NJ 07601. Universal Wellness can be served through its registered agent for service of process, Robert B. Kim, 200 South Newman Street, Hackensack, NJ 07601.

JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction over this action pursuant to Title 28, United States Code, section 1332, as amended by the Class Action Fairness Act of 2005, in that the aggregate claims of Plaintiff and the proposed Class Members (as defined herein) exceed the sum or value of \$5,000,000, exclusive of interest and costs.

5. There is minimal diversity of citizenship between the proposed Class Members and Defendant in that Universal Wellness’ principal place of business is New Jersey and Plaintiff and members of the Class reside in the state of New York.

6. This court has personal jurisdiction over Universal Wellness because it has sufficient, continuous, and systematic minimum contacts with New York and has purposefully availed itself of conducting activities within New York, including shipping the product that is the subject of this case to New York, making sales and marketing presentations in New York, and distributing the product in New York. Moreover, Defendant owns and operates the website, www.alkazone.com, through which Defendant deliberately targets and exploits New York residents, and this case arises out of and relates to that exploitation. Defendant, through its website, makes affirmative misrepresentations about Alkazone water and also transacts business with New York residents, including marketing the product online to New York residents.

7. Venue is proper in this District pursuant to Title 28, United States Code, section 1391, in that Defendants conduct business with consumers in this District and a substantial portion of the events and conduct giving rise to the violations of law set forth herein took place in this District.

ALLEGATIONS OF FACT

8. Defendant manufactures, advertises, markets, and distributes the “Alkazone” brand water.

9. On its website, Defendant touts that Alkazone water is a breakthrough product “enhanced with essential minerals such as potassium, calcium, magnesium and selenium to create a healthy 9.5 pH(±) balanced antioxidant water that helps restore the body and add support for the immune system.”

10. Defendant further represents on its website that Alkazone water “is not just another bottled water. This is a new category of water. It’s the only bottled water with a real natural antioxidant inside, high alkalinity with a pH of 9.5, potassium, magnesium, calcium, and

other essential minerals your body needs. We're excited about changing the industry and getting the healthiest bottles of water into everyone's hands!"

11. On the label on the Alkazone bottle, Defendant makes the following representations:

- pH 9.5(+/-) Alkalinity assists in neutralizing toxic acidic wastes;
- Antioxidants slow oxidation and protect and free radicals;
- Powerful, balanced electrolytes for optimal hydration, endurance, nervous system support and reduced muscle fatigue; and
- Potassium enriched to help regulate fluid levels and cognitive function.

12. The label on the bottle further represents that Alkazone water has an alkaline pH of 9.5 (+/-) that "assists in neutralizing toxic acidic wastes."

13. Testing of the product, however, has revealed that Alkazone water has a pH of 8.0, which is the average pH of tap water in the United States.

14. The label on the bottle also represents that Alkazone is "electrolyte enhanced water with minerals" and that it is "potassium enriched" with 150 mg of potassium per 8 oz. "to help regulate fluid levels and cognitive function."

15. Testing of the product, however, has revealed that Alkazone water has only 4.4 mg of potassium per 8 oz.—about 2.9% of what it is represented to have. (An 8 oz. glass of orange juice contains 496 mg of potassium—over 100 times the amount of potassium in Alkazone.)

16. The label on the bottle further represents that Alkazone contains magnesium, calcium, and selenium—"antioxidants that slow oxidation and protect against free radicals."

17. Testing of the product, however, has revealed that Alkazone water has no magnesium, no selenium, and far less calcium than the average tap water across the United States.

18. Testing of the product has also revealed that Alkazone contains sodium, too much of which causes high blood pressure. In fact, there is more sodium in Alkazone than there is calcium. Alkazone's label, however, claims that there is no sodium in Alkazone water.

19. Testing has also shown that Alkazone water also contains orthophosphate – an anti-corrosive added to city water supplies to protect pipes and prevent metals from leaching into the water supply.

20. Alkazone's label also claims that a patent is pending for Alkazone water. A search of the United States Patent and Trademark Office records has revealed that there is no such patent application pending.

CLASS ALLEGATIONS

21. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure, Rules 23(a) and 23(b)(2) and 23(b)(3), on behalf of herself and the following class of purchasers (each a "Class Member" of the "Class"):

All individuals who purchased Alkazone water in the state of New York during the period of February 18, 2010 through the time the Court certifies the Class (the "Class Period").

Excluded from the Class are Defendant as well as Defendant's affiliates, employees, officers and directors. Plaintiff reserves the right to amend the definitions of the classes if discovery or further investigation reveals that the classes should be expanded or otherwise modified.

22. Upon information and belief, the Class consists of thousands of purchasers. Accordingly, it would be impracticable to join all Class Members before the Court.

23. There are numerous and substantial questions of law or fact common to all of the members of the Class and which predominate over any individual issues. Included within the common question of law or fact are:

- a. Whether the claims made about Alkazone water on the product packaging and on the company's website (as alleged above in paragraphs 9 through 20) are false and misleading;
- b. Whether the claims made about Alkazone water on the product packaging and on the company's website (as alleged above in paragraphs 9 through 20) had the capacity, likelihood and tendency to deceive and confuse consumers into believing that the product has a particular pH or contains particular minerals and amounts of minerals that it does not have;
- c. Whether any or all of Defendant's conduct violated New York General Business Law, Sections 349 and 350;
- d. Whether Defendant's acts constitute deceptive and fraudulent business acts and practices or deceptive, untrue, and misleading advertising;
- e. Whether Defendant breached its express warranty with consumers; and
- f. The proper measure of damages sustained by Plaintiff and Class Members.

24. The claims of the Plaintiff are typical of the claims of Class Members, in that they share the above-referenced facts and legal claims or questions with Class Members, there is a sufficient relationship between the damage to Plaintiff and Defendant's conduct affecting Class Members, and Plaintiff has no interests adverse to the interests other Class Members.

25. Plaintiff will fairly and adequately protect the interests of Class Members and have retained counsel experienced and competent in the prosecution of complex class actions including complex questions that arise in consumer protection litigation.

26. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all Class Members is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

- a. The claim presented in this case predominates over any questions of law or fact, if any exists at all, affecting any individual member of the Class;
- b. Absent a Class, the Class Members will continue to suffer damage and Defendants' unlawful conduct will continue without remedy while Defendant profits from and enjoys its ill-gotten gains;
- c. Given the size of individual Class Members' claims, few, if any, Class Members could afford to or would seek legal redress individually for the wrongs Defendant committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;
- d. When the liability of Defendant has been adjudicated, claims of all Class Members can be administered efficiently and/or determined uniformly by the Court;
- e. This action presents no difficulty that would impede its management by the court as a class action which is the best available means by which Plaintiff and

members of the Class can seek redress for the harm caused to them by Defendant; and

- f. This action seeks preliminary and permanent injunctive relief and equitable relief on behalf of the entire Class, on grounds generally applicable to the entire Class, to require Defendant to discontinue its unlawful conduct.

27. Because Plaintiff seeks relief for the entire Class, the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual member of the Class which would establish incompatible standards of conduct for Defendant.

28. Further, bringing individual claims would overburden the Courts and be an inefficient method of resolving the dispute which is the center of this litigation. Adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the interest of other members of the Class who are not parties to the adjudication and may impair or impede their ability to protect their interests. As a consequence, class treatment is a superior method for adjudication of the issues in this case.

CLAIMS FOR RELIEF

Count One

Violations of Section 349 of the New York General Business Law, Deceptive Acts and Practices

29. Plaintiff incorporates and re-alleges the allegations of paragraphs 9 through 28 as if they were fully set forth herein.

30. Plaintiff and other members of the Class are “consumers” as defined in Section 349 of the New York General Business Law.

31. During the Class Period, Defendant conducted trade and commerce in New York and elsewhere within the meaning of Section 349 of the New York General Business Law.

32. Defendant manufactures, advertises, markets, and distributes Alkazone water to consumers in New York in a consumer-oriented business. Defendant promotes Alkazone to consumers using materially false, deceptive, and misleading marketing and advertising in that Alkazone water is not what it is represented to be. Alkazone does not have a pH of 9.5 as represented. Alkazone does not contain magnesium or selenium as represented. Alkazone does not contain 150 mg of potassium per 8 oz. as represented. Alkazone does not have a patent pending as represented. These misrepresentations involve an extensive marketing scheme that ha[s] a broad, public impact on consumers at large and does harm to the public interest.

33. These misrepresentations were misleading in a material way because they were likely to mislead a reasonable consumer acting reasonably under the circumstances. Defendant's statements on the product labeling and on the company website had the capacity, likelihood and tendency to deceive and confuse consumers into believing that the product has a particular pH or contains particular minerals and amounts of minerals that it does not have.

34. As a result of Defendant's deceptive, untrue, and misleading marketing practices, Plaintiff suffered injury in fact because she was induced to pay more for Alkzaone water than she would have paid for regular bottled water. In other words, Defendant's deceptive acts and practices caused Plaintiff to pay more than the Alkazone water she actually received was worth.

35. Defendant, as the manufacturer of Alkazone, knew or should have known with the exercise of reasonable care that its statements about the qualities of the product were untrue and misleading at the time that Plaintiff and members of the Class purchased the product.

36. Plaintiff was aware of and reasonably relied upon statements made by Defendant regarding the characteristics of the product.

37. Defendant intended for Plaintiff to rely on Defendant's misrepresentations and acts of concealment and omissions so that Plaintiff and Class Members would purchase Alkazone and/or so that Defendant could charge an inflated price for Alkazone.

38. Defendant knowingly and willfully violated Section 349 of the New York General Business Law.

39. Pursuant to section 349 of the New York General Business Law, Plaintiff seeks an order enjoining Defendant from such future conduct and any such order that may be necessary to rectify the misleading and deceptive business practices of Defendant.

40. Pursuant to section 349 of the New York General Business Law, Plaintiff, on her own behalf and on behalf of the Class, seeks actual, statutory, and treble damages, costs and expenses, pre and post-judgment interest, and attorneys' fees.

Count Two
Violations of Section 350 of the New York General Business Law,
False Advertising

41. Plaintiff incorporates and re-alleges the allegations of paragraphs 9 through 40 as if fully set forth herein.

42. Defendant's advertisements, particularly the Alkazone product labeling and the company website, were misleading in material respects. Alkazone does not have a pH of 9.5 as represented. Alkazone does not contain magnesium or selenium as represented. Alkazone does not contain 150 mg of potassium per 8 oz. as represented. Alkazone does not have a patent pending as represented.

43. Plaintiff and Class Members were misled and/or deceived by these material misrepresentations. Defendant, due to its superior knowledge of the facts herein, was required to disclose these facts to Plaintiff and the Class.

44. The foregoing misrepresentations, acts, omissions, and practices proximately caused Plaintiff and members of the Class to suffer actual injury in that Plaintiff was induced to pay more for Alkzone water than she would have paid for regular bottled water. In other words, Defendant's deceptive acts and practices caused Plaintiff to pay more than the Alkzone water she actually received was worth.

45. Pursuant to section 349 of the New York General Business Law, Plaintiff, on her own behalf and on behalf of the Class, seeks an order enjoining Defendant from such future conduct and any such order that may be necessary to rectify the misleading and deceptive business practices of Defendant.

Count Three
Breach of Express Warranty
(UCC § 2-313)

46. Plaintiff incorporates and re-alleges the allegations of paragraphs 9 through 45 as if they were fully set forth herein.

47. Defendant manufactured, advertised, marketed, and distributed Alkzone with the affirmation and promise on its label that Alkzone has a pH of 9.5; that Alkzone contains magnesium and selenium; that Alkzone contains 150 mg of potassium per 8 oz.; and that Alkzone has a patent pending.

48. Plaintiff and the Class Members relied on these affirmations and promises in that they were part of the basis of the bargain under which Plaintiff and Class Members purchased Alkzone.

49. Defendant breached these express warranties by promoting and distributing Alkzone water to Plaintiff and Class that does not have a pH of 9.5 as represented, that does not

contain magnesium or selenium as represented, that does not contain 150 mg of potassium per 8 oz. as represented, and that does not have a patent pending as represented.

50. As a proximate result of Defendant's breach of express warranty, Plaintiff and members of the Class sustained damages.

51. Prior to filing of this action, Plaintiff notified Defendant in writing of Defendant's breach of express warranty and demanded that Defendant rectify the consequences of its conduct detailed above. Defendant has failed to do so.

52. Pursuant to sections 2-714 and 2-711 of the UCC, Plaintiff and members of the Class are entitled to damages and other legal and equitable relief including, a right of reimbursement, as well as costs, expenses and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Class, respectfully prays:

(a) For an order certifying this action as a class action, appointing Plaintiff as representative of the Class, and appointing her attorneys as counsel for the Class;

(b) For actual, statutory, and treble damages for all applicable claims in amounts to be proven at trial;

(c) For an order permanently enjoining Defendant from engaging in the unlawful practices alleged herein;

(d) For an award of attorneys' fees, costs, and expenses;

(e) For an award of pre and post-judgment interest; and

(f) For such other and further relief as may be just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

Dated: February 18, 2014

Respectfully submitted,

KAMBERLAW, LLC

By: /s/ Scott A. Kamber

Scott A. Kamber

Grace E. Tersigni

100 Wall Street, 23rd Floor

New York, New York 10005

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Fax: (212) 202-6364

skamber@kamberlaw.com

gtersigni@kamberlaw.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

VICKI BEARD, on behalf of herself and all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Grace E. Tersigni, KamberLaw, LLC
100 Wall Street, 23rd Floor, New York, New York 10005
Tel: (212) 920-3072 Fax: (212) 202-6364

DEFENDANTS

UNIVERSAL WELLNESS GROUP, INC.,
A/K/A BETTER HEALTH LAB, INC. D/B/A ALKAZONE,

County of Residence of First Listed Defendant Bergen County (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION

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

Brief description of cause: Deceptive Acts and Practices; False Advertising; Breach of Express Warranty

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Grace E. Tersigni, counsel for Vicki Beard, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? no
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? no
 - b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? no

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- Yes
- No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

- Yes (If yes, please explain)
- No

I certify the accuracy of all information provided above.

Signature: /s/ Grace E. Tersigni

UNITED STATES DISTRICT COURT
for the

Eastern District of New York

VICKI BEARD, on behalf of herself and all others
similarly situated,

Plaintiff(s)

v.

UNIVERSAL WELLNESS GROUP, INC.,
A/K/A BETTER HEALTH LAB, INC. D/B/A ALKAZONE,

Defendant(s)

Civil Action No. 1:14-cv-1045

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Universal Wellness Group, Inc. a/k/a Better Health Lab, Inc. and d/b/a Alkazone
c/o Robert B. Kim
Registered Agent
200 South Newman Street
Hackensack, NJ 07601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Scott A. Kamber
Grace E. Tersigni
KamberLaw, LLC
100 Wall Street, 23rd Floor
New York, New York 10005
Tel: (212) 920-3072
Fax: (212) 202-6364

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:14-cv-1045

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: