

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

Susan Hammock, individually and on
behalf of all others similarly situated,

Plaintiff,

- against -

Schwan's Consumer Brands, Inc.,

Defendant

Class Action Complaint

Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations pertaining to Plaintiff, which are based on personal knowledge:

1. Schwan's Consumer Brands, Inc. ("Defendant") manufactures frozen apple pie promoted as containing a "Flaky Crust" that is "Made With Real Butter," shown with two pats of fresh butter above a blue ribbon seal, emblematic of state fairs of lore, under the Mrs. Smith's brand ("Product").



I. CONSUMERS VALUE BUTTER

2. Since the dawn of recorded history, humans have consumed butter, made from milk and cream.

3. For the past 150 years, butter has competed against yellow-colored blends of vegetable oils.

4. These oils include canola oil, cottonseed oil, palm oil, and soybean oil.

5. According to the USDA, the last ten years have seen significant changes in consumer demand for butter and vegetable oils.

6. While Americans' per capita butter consumption reached six pounds, the highest level in 50 years, vegetable oil consumption is at three pounds, their lowest level since the 1940s.

7. Butter is more costly than vegetable oil ingredients.

8. There are several reasons for these changes.

9. First, according to consumer research firm Mintel, consumers are choosing butter over vegetable oils due to its "natural appeal" and a desire for minimally processed foods.

10. Butter is made by churning cow's milk and contains only the natural ingredients of either milk or cream and salt.

11. In contrast, vegetable oils are considered ultra-processed foods ("UPF"), undergoing hydrogenation and interesterification, in the presence of chemical

catalysts such as nickel and cadmium.

12. Second, consumers are more aware of the healthier profile of butter compared to vegetable oils.

13. Butter contains heart healthier fats, while vegetable oils contain harmful trans fats, a result of hydrogenation and interesterification.

14. Butter also has calcium, protein, and vitamins A and D while vegetable oils have no comparable nutritional value because of the intense processing needed to render them palatable.

15. Third, consumers prefer the taste of butter to vegetable oil substitutes.

16. Butter is known for its creamy, smooth taste, and melts at mouth temperature.

17. While vegetable oils are in theory heavily refined to provide a neutral taste, they are highly susceptible to oxidation and reversion back to their original “beany” and waxy taste.

II. “MADE WITH REAL BUTTER” MISLEADING

18. Consumers generally consider a pie’s crust as their favorite part of a pie.

19. The most important attribute of a pie crust is its flakiness, with numerous layers of dough and sturdy enough to not become chewy or mealy from the fruit fillings.

20. Pie crusts are typically comprised of flour, salt, water, and shortening,

which refers to a solid type of fat.

21. The amount and type of fat used is significant because it has the greatest impact on quality, flavor and texture.

22. The fat ingredients tenderize pie crust by coating flour proteins in the dough and physically interfering with the development of gluten.

23. The fats used contribute to whether a crust is flaky, because the solid pieces of fat melt, creating air pockets and steam, separating the dough.

24. Butter is known for producing a flaky pie crust in part because of its water content.

25. When butter is cut into dough, it creates tiny beads or flakes, preventing excess water from absorbing into the flour.

26. When a pie is heated, the butter melts, creating air pockets and releasing its water content.

27. Because one part of water creates 1,600 parts of steam, the steam separates and expands the surrounding dough, resulting in the ideal flaky crust.

28. Though the front label prominently promotes the Product's "Flaky Crust" that is "Made With Real Butter," shown with two pats of butter, consumers are misled because its primary shortening ingredient is "Palm Oil," shown in the fine print ingredient list on the side panel as part of an ingredient called "Shortening Butter Blend."



CRUST: WHEAT FLOUR, SHORTENING BUTTER BLEND (PALM OIL, BUTTER [CREAM, SALT]), PALM OIL, WATER, SOYBEAN OIL, SALT, DEXTROSE, YEAST, MONO- AND DIGLYCERIDES, APPLE JUICE CONCENTRATE.

CRUST: WHEAT FLOUR, SHORTENING BUTTER BLEND (PALM OIL, BUTTER [CREAM, SALT]), PALM OIL, WATER, SOYBEAN OIL, SALT, DEXTROSE, YEAST, MONO- AND DIGLYCERIDES, APPLE JUICE CONCENTRATE.

29. “Shortening Butter Blend” is not an ingredient any consumers are familiar with, because it is designed for big companies to use to provide small amounts of butter to consumers.

30. Contrary to what consumers read, the second most predominant shortening ingredient is not “Butter,” even though this is listed after “Palm Oil.”

31. The amount of butter is de minimis or negligible, in absolute and relative amounts to the shortening ingredients used.

32. By listing “Shortening Butter Blend,” the ingredient list fails to list the

crust's ingredients by their common or usual name and by descending order of predominance by weight, contrary to federal and identical state requirements. 21 C.F.R. § 101.4(a)(1).

33. Though exceptions exist for listing multi-component ingredients, they are not applicable.

34. The first exception is where an ingredient contains two or more component ingredients and has a common or usual name or a standard of identity. 21 C.F.R. § 101.4(b)(2).

35. No established common or usual name or standard of identity exists for "Shortening Butter Blend."

36. The second exception is relevant where a shortening ingredient is entirely from one source, such as vegetable, animal, or marine. 21 C.F.R. § 101.4(b)(14).

37. Since this "Shortening Butter Blend" is a combination of vegetable and animal fats, it is not permitted to be listed as its own ingredient.

38. This makes sense, because the result of listing "Shortening Butter Blend" with its component ingredients in parentheses causes consumers to expect butter is present in greater absolute and relative amounts than it is.

39. If "Butter" were listed in order of predominance by weight as required, it would not be the third listed ingredient, but closer to the least predominant

ingredient.

40. In fact, the Product contains more soybean oil, water, and salt than butter, even though butter is ahead of these ingredients.

41. This conclusion is based in part on analysis of the Nutrition Facts and ingredient list, based on the amount of nutrients and vitamins commonly found in butter.

42. By replacing butter with the vegetable oil shortenings of palm oil and soybean oil, the Product's crust lacks the quality, nutritional, and flaky attributes that consumers expect from a label indicating it is "Made With Real Butter."

JURISDICTION AND VENUE

43. Jurisdiction is based on the Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1332(d)(2).

44. The aggregate amount in controversy exceeds \$5 million, including any statutory or punitive damages, exclusive of interest and costs.

45. Plaintiff is a citizen of Florida.

46. Defendant is a Georgia corporation with a principal place of business in Minnesota.

47. The class of persons Plaintiff seeks to represent includes persons who are citizens of a different state from which Defendant is a citizen.

48. The members of the proposed class Plaintiff seeks to represent are more

than one hundred, because the Product is sold at thousands of locations in this State, including grocery stores, big box stores, convenience stores, warehouse club stores, in the food sections of drug stores and online, to Florida consumers.

49. Venue is in the Orlando Division in this District because Plaintiff resides in Volusia County and a substantial part of the events or omissions giving rise to these claims occurred in Volusia County, her purchase and consumption of the Product in reliance on the labeling identified here.

PARTIES

50. Plaintiff Susan Hammock is a citizen of Volusia County, Florida.

51. Defendant Schwan's Consumer Brands, Inc., is a Georgia corporation with a principal place of business in Bloomington, Hennepin County, Minnesota.

52. Defendant manufactures and markets Mrs. Smith's frozen pies.

53. Founded over a century ago in rural Pennsylvania by homemaker Amanda Smith, Mrs. Smith's is one of the largest frozen pie brands in the United States.

54. Originally sold door-to-door by her immediate family and at local lunch counters, the success of her homemade pies resulted in rapid expansion.

55. Like Mrs. Smith's, Schwan's began selling homemade, frozen foods as a local delivery company in rural Minnesota.

56. The success of Schwan's offerings resulted in numerous brands that

would become staples of American kitchens.

57. Plaintiff is like most consumers who prefers butter to vegetable oil shortening ingredients when consuming baked goods, for the reasons indicated above.

58. Plaintiff read the front label which said, “Original Flaky Crust” which was described as “Made With Real Butter” and saw the pictures of the two pats of butter.

59. Plaintiff expected butter was the predominant shortening ingredient in the crust or was at least present in a non-de minimis amount.

60. Plaintiff did not expect the predominant shortening ingredients were from vegetable oils instead of butter.

61. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than \$6.09 per pie, excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than they would be sold for absent the misleading representations and omissions.

62. Plaintiff purchased the Product on one or more occasions within the statutes of limitations for each cause of action alleged, at stores including Publix, between 2021 and 2023.

63. Plaintiff bought the Product at or exceeding the above-referenced price.

64. Plaintiff chose between Defendant’s Product and products represented

similarly, but which did not misrepresent their attributes, requirements, instructions, features, and/or components such as their crust's predominant shortening ingredients.

65. Defendant sold more of the Product and at higher prices than it would have in the absence of this misconduct, resulting in additional profits at the expense of consumers.

66. Plaintiff paid more for the Product than she would have paid had she known the representations were false and misleading, as she would not have bought it or paid less.

CLASS ALLEGATIONS

67. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following class:

Florida Class: All persons in the State of Florida who purchased the Product within the statutes of limitations for each cause of action alleged.

68. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

69. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive

representations, omissions, and actions.

70. Plaintiff is an adequate representative because her interests do not conflict with other members.

71. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

72. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

73. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

CAUSES OF ACTION

COUNT I

Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.201, et seq.

74. Plaintiff incorporates by reference preceding paragraphs 1-63.

75. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

76. Defendant violated and continues to violate Florida's Deceptive and Unfair Trade Practices Act by engaging in unfair methods of competition, unconscionable acts and practices, and unfair and deceptive acts and practices in the conduct of its business.

77. Defendant misrepresented the Product through statements, omissions, ambiguities, half-truths and/or actions, that butter was the predominant shortening ingredient in the crust or was at least present in a non-de minimis amount.

78. The material misstatements and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff and the general public into believing that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

79. Plaintiff and class members relied upon these representations and omissions in deciding to purchase the Product.

80. Plaintiff's reliance was reasonable because of Defendant's reputation as a trusted and reliable company, known for its high-quality pies, honestly marketed to consumers.

81. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

82. Defendant's conduct offends established public policy and is immoral, unethical, oppressive, and unscrupulous to consumers.

83. Plaintiff and class members are entitled to damages in an amount to be proven at trial.

COUNT II

False and Misleading Advertising,
Fla. Stat. § 817.41

84. Plaintiff incorporates by reference preceding paragraphs 1-63.

85. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

86. Defendant made misrepresentations and omissions of material fact, that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount, through its advertisements and marketing, through various forms of media, product descriptions, and targeted digital advertising.

87. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

88. Defendant knew that these statements were false.

89. Defendant intended for consumers to rely on its false statements for the purpose of selling the Product.

90. Plaintiff and class members did in fact rely upon these statements.

91. Reliance was reasonable and justified because of Defendant's reputation as a trusted and reliable company, known for its high-quality pies, honestly marketed to consumers.

92. As a result of Defendant's misrepresentations, Plaintiff and class members suffered damages in the additional amounts paid for the Product compared to its price if it were marketed without the labeling statements identified here.

93. Plaintiff and class members are entitled to damages as set forth above.

COUNT III

Breaches of Express Warranty, Implied Warranty of Merchantability/Fitness for a Particular Purpose and Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.

94. Plaintiff incorporates by reference preceding paragraphs 1-63.

95. The Product was manufactured, identified, marketed, and sold by Defendant and expressly and impliedly warranted to Plaintiff and class members that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

96. Defendant directly marketed the Product to Plaintiff and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, and targeted digital advertising.

97. Defendant knew the product attributes that potential customers like Plaintiff were seeking, such as a pie crust which contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount and developed its marketing and labeling to directly meet those needs and desires.

98. The representations were conveyed in writing and promised the Product

would be defect-free, and Plaintiff understood this meant that its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

99. Defendant affirmed and promised that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

100. Defendant described the Product so Plaintiff and consumers believed its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount, which became part of the basis of the bargain that it would conform to its affirmations and promises.

101. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

102. This duty is based on Defendant's outsized role in the market for these types of products, custodian of the Mrs. Smith's brand, a trusted seller of high-quality pies for decades.

103. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

104. Plaintiff provided or provides notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Products' express and implied warranties associated with the Product.

105. Defendant received notice and should have been aware of these issues due to complaints by third parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

106. The Product did not conform to its affirmations of fact and promises due to Defendant's actions.

107. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made on its packaging, container, or label, because it was marketed as if its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount,

108. The Product was not merchantable because Defendant had reason to know the particular purpose for which the Product was bought by Plaintiff, because she expected its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount, and she relied on Defendant's skill and judgment to select or furnish such suitable products.

COUNT IV

Fraud **(Fed. R. Civ. P. 9(b) Allegations)**

109. Plaintiff incorporates by reference preceding paragraphs 1-63.

110. Defendant misrepresented that the Product's crust contained butter as the

predominant shortening ingredient or was at least present in a non-de minimis amount.

111. Defendant's ingredient listing of Shortening Butter Blend prevented consumers from learning the relative amount of butter, as this ingredient is not allowed by federal and identical state laws to be identified in the manner described.

112. The records Defendant is required to maintain, and/or the information inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of this falsity and deception, through statements and omissions.

113. Rule 9(b) of the Federal Rules of Civil Procedure provides that "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake."

114. To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity.

115. WHO: Defendant, Schwan's, made material misrepresentations and/or omissions of fact in its advertising and marketing of the Product by representing that its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

116. WHAT: Defendant's conduct here was and continues to be fraudulent because it has the effect of deceiving consumers into believing that the Product's

crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

117. Defendant omitted that the Product's crust was predominantly from non-butter shortening ingredients, like vegetable oils.

118. Defendant knew or should have known this information was material to all reasonable consumers and impacts consumers' purchasing decisions.

119. Yet, Defendant has and continues to represent that the Product's the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount.

120. WHEN: Defendant made material misrepresentations and/or omissions detailed herein, including that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount, continuously throughout the applicable Class period(s) and through the filing of this Complaint.

121. WHERE: Defendant's material misrepresentations and omissions, that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount, were made in the advertising and marketing of the Product, on the front of the packaging, which all consumers buying it will inevitably see and take notice of.

122. HOW: Defendant made written and visual misrepresentations and

omissions in the advertising and marketing of the Product, that its crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount,

123. As such, Defendant's representations are false and misleading.

124. And as discussed in detail throughout this Complaint, Plaintiff and class members read and relied on Defendant's representations and omissions before purchasing the Products.

125. WHY: Defendant misrepresented that the Product's crust contained butter as the predominant shortening ingredient or was at least present in a non-de minimis amount for the express purpose of inducing Plaintiff and class members to purchase the Products at a substantial price premium, in part based on consumer demand for products containing butter as opposed to vegetable oil alternatives to butter.

126. As such, Defendant profited by selling the misrepresented Product to thousands of consumers throughout the State of Florida.

COUNT V

Unjust Enrichment

127. Plaintiff incorporates by reference preceding paragraphs 1-63.

128. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class

members, who seek restitution and disgorgement of inequitably obtained profits.

JURY DEMAND AND PRAYER FOR RELIEF

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Awarding monetary, statutory, and/or punitive damages pursuant to applicable laws;
3. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: July 24, 2023

Respectfully submitted,

/s/ William Wright

The Wright Law Office, P.A.
515 N Flagler Dr Ste P300
West Palm Beach FL 33401
(561) 514-0904
willwright@wrightlawoffice.com

Lead Counsel for Plaintiff

Sheehan & Associates, P.C.
Spencer Sheehan*
60 Cuttermill Rd Ste 412
Great Neck NY 11021
(516) 268-7080

spencer@spencersheehan.com

**Pro Hac Vice* Application Forthcoming

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

Susan Hammock, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West Palm Beach FL 33401-4326 (561) 514-0904

DEFENDANTS

Schwan's Consumer Brands, Inc.

County of Residence of First Listed Defendant (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Country.

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

Click here for: Nature of Suit Code Descriptions .

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: False advertising

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 July 24, 2023 SIGNATURE OF ATTORNEY OF RECORD /s/ William Wright

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Middle District of Florida

Susan Hammock, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

Schwan's Consumer Brands, Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Schwan's Consumer Brands, Inc.
c/o C T Corporation System Inc.
1010 Dale St N
St Paul MN 55117-5603

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:

William Wright, The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West
Palm Beach FL 33401-4326, (561) 514-0904

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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 \$ _____.

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: