

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

Lorraine Dougherty, individually and on behalf of all others similarly situated,

Plaintiff,

- against -

Kohl's, Inc.,

Defendant

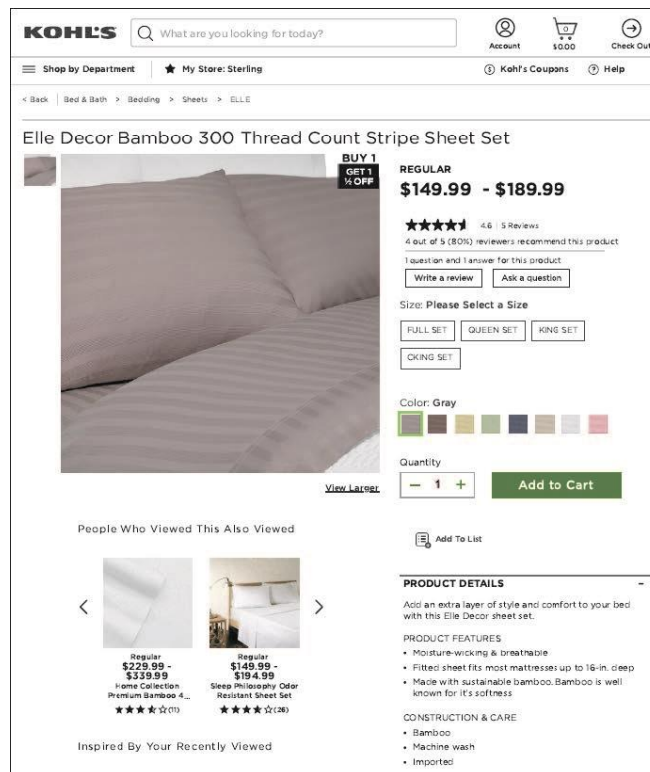
2:23-cv-00456

Class Action Complaint

Jury Trial Demanded

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

1. Kohl's, Inc. ("Defendant") sells textile products under store and national brands represented as made from bamboo fibers when they consist mainly of materials other than bamboo ("Products").



2. These representations appeal to the growing number of consumers who value environmentally-friendly materials, because bamboo is a natural grass that grows quickly with little relative need for fertilizer, pesticides, and water.

3. Moreover, bamboo is absorbent, porous and has good breathability to help the wearer stay cooler.

4. Mechanically-processed bamboo is known as bamboo linen or bast fiber and is made using the same process as flax and hemp linen.

5. The representations are misleading because the Products are not made of bamboo fibers, but rayon, a manufactured fiber composed of regenerated cellulose. 16 CFR 303.7(d).

6. Rayon is made by taking purified cellulose from a cellulose precursor and converting it into a viscous solution by dissolving it in one or more chemicals, such as sodium hydroxide.

7. According to the Environmental Protection Agency (“EPA”), the manufacturing process further purifies the cellulose, altering its physical form and modifying the molecular orientation within the fibers and its degree of polymerization to create rayon.

8. The chemical solution is forced through spinnerets into an acidic bath where it solidifies into fibers.

9. The labeling and advertising of the Products is contrary to federal regulations which require the fibers be identified with the generic name of rayon. 16 CFR 303.6(a).

10. By describing and labeling the Products with the unqualified term, “Bamboo,” purchasers will expect all of their fibers are from the bamboo plant. 16 CFR § 303.27.

11. Defendant’s other representations promote the environmental benefits of bamboo, even though the Products are made from rayon.

12. For instance, it describes one mattress pad purporting to be bamboo as appealing to

the purchaser's "desire to help the planet."

13. For other products, it uses an official looking logo with the statement, "Cleaner Solutions," which it specifies means "[p]roduced free of harmful chemicals, using clean, non-toxic materials."

14. Elsewhere, its labeling emphasizes that the Products were "made using materials tested for harmful substances and manufactured in environmentally friendly facilities that have safe and socially responsible work practices."

15. These environmental claims are misleading because manufacturing cellulose products like rayon emits hazardous air pollutants including carbon disulfide, carbonyl sulfide, ethylene oxide, methanol, methyl chloride, propylene oxide, and toluene. 40 C.F.R. Part 63, Subpart UUUU ("National Emission Standards for Hazardous Air Pollutants for Cellulose Products Manufacturing"); 40 C.F.R. § 63.5480.

Jurisdiction and Venue

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

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

18. Plaintiff is a citizen of Florida.

19. Defendant is a citizen of Delaware and Wisconsin.

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

21. The members of the class Plaintiff seeks to represent are more than 100, because the Products have been sold for several years, with the representations described here, at Defendant's

stores and from its website, in the States covered by Plaintiff's proposed classes.

22. Venue is in this District, with assignment to the Milwaukee Division, because (1) Defendant resides in this District because amongst the districts of this State, it has its most significant contacts here, with its principal place of business is in Menomonee Falls, in Waukesha County and (2) a substantial part of the events or omissions giving rise to these claims occurred here, including the decisions related to the representations and/or omissions identified.

Parties

23. Plaintiff Lorraine Dougherty is a citizen of Wauchula, Florida, Hardee County.

24. Defendant Kohl's Inc. is a Delaware corporation with a principal place of business in Menomonee Falls, Wisconsin, Waukesha County.

25. Defendant is the largest department store chain in the United States, with over 1,000 stores, and operator of its eponymous website.

26. Defendant sells products labeled as bamboo under numerous store brands including Happitat and Simply Vera (Vera Wang) and national brands.

27. The prices vary depending on whether the item is a set of bath towels or mattress protector.

28. Regardless of the item, a comparable non-bamboo version will cost approximately at least twenty percent less than a bamboo option.

29. For instance, the Elle Décor bamboo sheets costs between \$150 and \$190, while a comparable set of sheets represented as cotton costs between \$120 and \$150.

30. As a result of the false and misleading representations, the Products are sold at a premium price, higher than similar products, represented in a non-misleading way, and higher than they would be sold for absent the misleading representations and omissions.

31. Plaintiff purchased the Products on one or more occasions within the statutes of limitations for each cause of action alleged, at Defendant's stores in locations that may include Brandon, Florida and/or its website, and/or among other times.

32. Plaintiff believed and expected the Products were bamboo and contained more bamboo than they did, based on the labeling, website statements, tags, and/or other representations.

33. Plaintiff sought to purchase textiles made from and containing bamboo because she believed it was a more natural fiber which was sustainable and did not harm the environment.

34. Plaintiff relied on the words, terms coloring, descriptions, layout, packaging, and/or images on the Products, on the labeling, statements, omissions, claims, statements, and instructions, made by Defendant or at its directions, in digital, print and/or social media, which accompanied the Products and separately, through in-store, digital, audio, and print marketing.

35. Plaintiff bought the Products at or exceeding the above-referenced price.

36. Plaintiff paid more for the Products than she would have had she known they were not entirely bamboo and contained less bamboo than represented, and that their environmental representations were misleading based on the use of rayon instead of bamboo.

37. Plaintiff chose between Defendant's Products and products represented similarly, but which did not misrepresent their attributes, requirements, features, and/or components.

38. The Products were worth less than what Plaintiff paid, and she would not have paid as much absent Defendant's false and misleading statements and omissions.

39. Plaintiff intends to, seeks to, and will purchase the Products again when she can do so with the assurance their representations are consistent with its abilities, attributes, and/or composition.

40. Plaintiff is unable to rely on the labeling and representations not only of these

Products, but other similar textiles represented as bamboo or containing bamboo, because she is unsure whether those representations are truthful.

41. If Defendant's labeling were to be truthful, Plaintiff could rely on the labeling of other textiles represented as bamboo or containing bamboo.

Class Allegations

42. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

Florida Class: All persons in the State of Florida who purchased the Products during the statutes of limitations for each cause of action alleged; and

Consumer Fraud Multi-State Class: All persons in Iowa, Idaho, Montana, Wisconsin and Arizona who purchased the Products during the statutes of limitations for each cause of action alleged.

43. 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.

44. 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.

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

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

47. 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.

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

49. Plaintiff seeks class-wide injunctive relief because the practices continue.

Florida Deceptive and Unfair Trade Practices Act
(“FDUTPA”) § 501.201 et seq, and/or Wisconsin Unfair
Trade Practices Act (“UTPA”), Wis. Stat. § 100.20.

(Florida Class)

50. Plaintiff incorporates by reference all preceding paragraphs.

51. Plaintiff believed the Products were bamboo and/or contained bamboo.

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

Violation of State Consumer Fraud Acts
(Consumer Fraud Multi-State Class)

53. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class are similar to the consumer protection statute invoked by Plaintiff and prohibit the use of unfair or deceptive business practices in the conduct of commerce.

54. The members of the Consumer Fraud Multi-State Class reserve their rights to assert their consumer protection claims under the Consumer Fraud Acts of the States they represent, Wisconsin and/or the consumer protection statute invoked by Plaintiff.

55. Defendant intended that members of the Consumer Fraud Multi-State Class would rely upon its deceptive conduct.

56. Defendant’s conduct violates Wisconsin Unfair Trade Practices Act (“UTPA”), Wis. Stat. § 100.20.

57. Wis. Stat. § 100.18(1) which prohibits representations that are untrue, deceptive and/or misleading.

58. Class members “suffer[ed] pecuniary loss because of a violation” by Defendant of 100.18. Wis. Stat. § 100.18(11)(b)(2).

59. Class members are entitled to damages, including “costs, including reasonable attorney fees,” and other relief which the court deems proper. Wis. Stat. § 100.18(11)(b)(2).

60. Class members are entitled to punitive damages. Wis. Stat. § 100.20(5).

61. As a result of Defendant’s use of artifice, and unfair or deceptive acts or business practices, the members of the Consumer Fraud Multi-State Class sustained damages.

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.

62. The Products were manufactured, identified, marketed, and sold by Defendant and expressly and impliedly warranted to Plaintiff and class members that they were made entirely or predominantly from bamboo.

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

64. Defendant knew the product attributes that potential customers like Plaintiff were seeking and developed its marketing and labeling to directly meet those needs and desires.

65. Defendant’s representations about the Products were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant they were made entirely or predominantly from bamboo.

66. Defendant’s representations affirmed and promised that the Products were made entirely or predominantly from bamboo.

67. Defendant described the Products so Plaintiff and consumers believed they were made entirely or predominantly from bamboo, which became part of the basis of the bargain that it would conform to its affirmations and promises.

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

69. This duty is based on Defendant's outsized role in the market for these types of Products, a trusted seller of everyday items.

70. Plaintiff recently became aware of Defendant's breach of the Products' warranties.

71. Plaintiff provided or will provide notice to Defendant, its agents, representatives, retailers, and their employees.

72. Plaintiff hereby provides notice to Defendant that it breached the express and implied warranties associated with the Products.

73. 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.

74. The Products did not conform to their affirmations of fact and promises due to Defendant's actions.

75. The Products were not merchantable because they were 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 the packaging, container or label, because they were marketed as if made entirely or predominantly from bamboo.

76. The Products were not merchantable because Defendant had reason to know the particular purpose for which they were bought by Plaintiff and class members, to obtain textile products made from sustainable and environmentally-friendly sources that was durable and soft, and they relied on Defendant's skill and judgment to select or furnish such a suitable product.

77. Plaintiff and class members would not have purchased the Products or paid as much

if the true facts had been known, suffering damages.

Negligent Misrepresentation

78. Defendant had a duty to truthfully represent the Products, which it breached.

79. This duty was non-delegable, and based on Defendant's position, holding itself out as having special knowledge and experience in this area, a leading name in home goods, trusted by consumers whether it was their own store brands or those of third parties.

80. Defendant's representations and omissions regarding the Products went beyond the specific representations on the labeling, website and/or packaging, as they incorporated the extra-labeling promises and commitments to quality, transparency and putting customers first, that it has been known for.

81. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

82. The representations took advantage of consumers' cognitive shortcuts made at the point-of-sale and their trust in Defendant.

83. Plaintiff and class members reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, their purchase of the Products.

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

Fraud

85. Defendant misrepresented and/or omitted the attributes and qualities of the Products, that they were made entirely or predominantly from bamboo.

86. Moreover, the records Defendant is required to maintain, and/or the information

inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of the falsity and deception, through statements and omissions.

Unjust Enrichment

87. Defendant obtained benefits and monies because the Products were 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. Entering preliminary and permanent injunctive relief by directing Defendant to correct the challenged practices to comply with the law;
3. Injunctive relief to remove, correct and/or refrain from the challenged practices and representations, and restitution and disgorgement for members of the class pursuant to the applicable laws;
4. Awarding monetary damages, statutory and/or punitive damages pursuant to any statutory claims and interest pursuant to the common law and other statutory claims;
5. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
6. Other and further relief as the Court deems just and proper.

Dated: April 7, 2023

Respectfully submitted,

/s/Spencer Sheehan

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

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

Lorraine Dougherty, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff _____ Out-of-State _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Sheehan & Associates, P.C., 60 Cuttermill Rd Ste 412 Great Neck NY 11021 (516) 268-7080

DEFENDANTS

Kohl's, 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: Nature of Suit Code Descriptions .

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent-Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

April 7, 2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ Spencer Sheehan

FOR OFFICE USE ONLY

Case 2:23-cv-00456 Filed 04/07/23 Page 1 of 1 Document 1-1

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Lorraine Dougherty, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Kohl's, Inc.,

Defendant(s)

Civil Action No. 2:23-cv-00456

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Kohl's, Inc. c/o Corporate Creations Network Inc. 3411 Silverside Rd Ste 104T Wilmington DE 19810-4806

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

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

Civil Action No. 2:23-cv-00456

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: