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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

ANECA FEDERAL CREDIT UNION,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

INTEL CORPORATION,

Defendant.

Case No. 3:18-cv-00258

**CLASS ACTION ALLEGATION
COMPLAINT**

DEMAND FOR JURY TRIAL

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Plaintiff Aneca Federal Credit Union (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Allegation Complaint against Defendant Intel Corporation (“Intel” or “Defendant”) and makes the following allegations, which are based upon the investigation of counsel, Plaintiff’s personal knowledge, and information and belief:

SUMMARY OF THE ACTION

1. Intel is an American technology company headquartered in Santa Clara, California. Until 2017, Intel was the world’s largest manufacturer of semiconductor chips (“CPU(s)”) – the hardware component responsible for interpreting and executing most of the commands from a computer’s other hardware and software, *i.e.*, the brain of a computer, laptop, or mobile device. Intel sells its CPUs individually and as components of personal computers and mobile devices manufactured by other companies, such as Apple, Asus, Acer, Google, Lenovo, Hewlett Packard, and Dell. It has been reported that 90% of the approximately 1.5 billion personal computers in use today are powered by Intel CPUs.

2. Speed and security are two of the most essential features in a CPU, and Intel’s success is largely based on the advertised speed and security of its CPUs. But Intel’s focus on producing a faster CPU left its CPUs with security vulnerabilities and exposed to cyber-attack. Specifically, in 1995 Intel began designing most of its modern CPUs to perform a process known as “speculative execution,” which is intended to increase performance by allowing a CPU to predict its next set of instructions (“Defect”). While speculative execution may increase the speed of a CPU, Intel has known for many months, and recently reported on January 3, 2018, that speculative execution creates serious security vulnerabilities – dubbed Meltdown and Spectre – that can be exploited by hackers to steal passwords, encryption keys, photos, emails, instant messages, sensitive business documents, and other sensitive data.

3. The Defect exists in nearly every Intel CPU manufactured in the last 20 years and, thus, affects most personal computers, laptops, smartphones, tablets, and servers in use today (“Affected Device(s”).

4. Intel has admitted to having knowledge of the Defect for at least six months, yet during that time, Intel continued to manufacture, sell, and distribute its defective CPUs without disclosure of the Defect. Intel knew or should have known of the Defect long ago but either failed to disclose the Defect or was negligent or reckless in failing to discover it. Indeed, working without the benefit of Intel’s proprietary information, at least three security researchers independently discovered the Defect in 2017. With its inside knowledge and familiarity with the design and inner workings of its CPUs, Intel was in a better position to discover the Defect than third-party researchers and, as the manufacturer of the defective CPUs that it introduced into the market, Intel had a duty to do so.

5. Since the Defect was finally confirmed by Intel on January 3, 2018, companies like Google, Apple, Microsoft, and others have scrambled to release software patches to address the security vulnerabilities in Intel’s CPUs. But since the Defect is a design defect existing in the hardware and architecture of each affected CPU, a software patch will do nothing more than “mitigate” the threat. And, moreover, it has been widely reported that any mitigation patch could *reduce the performance of an Affected Device by up to 30% or more.*

6. Only a full redesign of Intel’s CPUs can remedy the Defect and eliminate the Meltdown and Spectre security vulnerabilities. Indeed, Intel issued separate statements confirming that each defective CPU “is operating exactly as it is designed”¹ and that “Intel is continuing to investigate *architecture and/or microarchitecture changes* to combat these types of attacks.”²

¹ Intel, <https://www.intel.com/content/www/us/en/architecture-and-technology/facts-about-side-channel-analysis-and-intel-products.html> (last visited Feb. 7, 2018).

² *Intel Analysis of Speculative Execution Side Channels*, at 8, <https://newsroom.intel.com/wp-content/uploads/sites/11/2018/01/Intel-Analysis-of-Speculative-Execution-Side-Channels.pdf> (“*Intel Analysis*”).

7. Thus, because security is a critical feature of any part of an Affected Device's hardware or software, the CPUs Intel designed, manufactured, distributed, sold, and installed in Affected Devices sold to Plaintiff and the Class (defined below) were not merchantable and were not fit for the ordinary and particular purposes for which such goods are used.

8. Plaintiff and the other members of the Class are now forced to either purchase new, Defect-free CPUs or continue to use defective CPUs with serious security vulnerabilities and/or significantly reduced performance, both of which are extremely serious concerns for businesses.

9. Plaintiff and the other members of the Class have suffered ascertainable injuries and loss of money or property as a result of Defendant's wrongdoing because they would not have purchased Intel's CPUs, or Affected Devices containing Intel CPUs, or would not have paid the price they paid, but for Intel's failure to disclose the existence of the Defect.

PARTIES

10. Plaintiff Aneca Federal Credit Union is a federally chartered credit union located in Shreveport, Louisiana. In 2015, Plaintiff purchased 15 Dell Optiplex computers, each of which was equipped with an Intel Core i5 CPU, which is affected by the Defect. Plaintiff also purchased three Surface Pro computers and one Surface Book computer approximately two years ago, which also contain defective Intel Core i5 CPUs. Plaintiff would not have purchased these Affected Devices containing defective Intel CPUs, or would not have paid the prices it paid, but for Intel's failure to disclose the existence of the Defect.

11. Defendant Intel Corporation is an American semiconductor company with headquarters at 2200 Mission College Boulevard, Santa Clara, California. At all relevant times, Intel was engaged in designing, manufacturing, distributing, and selling electronic computer components, including the defectively designed CPUs at issue.

JURISDICTION AND VENUE

12. This Court has jurisdiction under 28 U.S.C. §1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5 million exclusive of interest and costs.

13. Venue is proper under 28 U.S.C. §1391 because many of the acts and transactions underlying this action occurred in this District and because: (a) a substantial part of the events or omissions giving rise to this claim occurred in this District; (b) Defendant is authorized to conduct business in this District and has intentionally availed itself of the laws and markets within this District through the promotion, marketing, distribution, and sale of its defective CPUs; (c) Defendant conducts substantial business in this District; and (d) Defendant is subject to personal jurisdiction in this District. Indeed, on January 29, 2018, Defendant filed a Response to Plaintiffs' Motion to Transfer in *In re Intel Corp. CPU Mktg., Sales Practices & Prods. Liab. Litig.*, MDL No. 2828, where Defendant stated, "Intel has extensive operations in Oregon, and the team that evaluated the security vulnerabilities and developed patches to mitigate them is principally based in Portland." ECF No. 40, at 1-2.

SUBSTANTIVE ALLEGATIONS

14. Intel is an American technology company headquartered in Santa Clara, California. Until 2017, Intel was the world's largest manufacturer of CPUs – the hardware component that serves as the brain of a computer, laptop, or mobile device. Intel sells its CPUs individually and as components of Affected Devices manufactured by other companies such as Apple, Asus, Acer, Google, Lenovo, Hewlett Packard, and Dell. It has been reported that 90% of the approximately 1.5 billion personal computers in use today are powered by Intel CPUs.

15. In a January 3, 2018 statement, Google revealed that, sometime in 2017, security researchers from Google's Project Zero discovered "serious security flaws" existing in most of Intel's CPUs. The security flaws – dubbed Meltdown and Spectre – were reportedly discovered

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simultaneously by multiple research groups working independently from one another, including, but not limited to, researchers from Cyberus Technology and the Graz University of Technology.

16. The Meltdown and Spectre vulnerabilities are the result of an undisclosed tradeoff that Intel made between security and performance in order to manufacture faster CPUs and become the dominant CPU manufacturer in the industry. Specifically, beginning in 1995, Intel began designing its CPUs to perform a process known as “speculative execution.” Speculative execution increases performance by allowing a CPU to predict its next set of instructions. Intel’s priority on speed and performance, however, reduced Intel’s focus on security. As discovered by researchers from Google and elsewhere, speculative execution can be exploited by hackers to access sensitive data stored in the memory of a computer in order to steal passwords, encryption keys, photos, emails, instant messages, sensitive business documents, and other sensitive data.

17. Meltdown affects every Intel processor manufactured since 1995 (other than Intel Itanium and Intel Atom before 2013). The Spectre vulnerability is more far-reaching and impacts most desktops, laptops, cloud servers, and smartphones in use today. Millions of devices in use today are affected by the Defect, including those manufactured by Apple, Asus, Acer, Google, Lenovo, Hewlett Packard, and Dell.

18. After Intel finally acknowledged the Defect on January 3, 2018, companies like Google, Apple, Microsoft, and others have scrambled to release software patches to address the security vulnerabilities in Intel’s CPUs. But since the Defect is a design defect existing in the hardware and architecture of each affected CPU, a software patch will do nothing more than “mitigate” the threat. And, moreover, it has been widely reported that any mitigation patch could *reduce the performance of an Affected Device by up to 30% or more.*

19. Only a full redesign of Intel’s CPUs can remedy the Defect and eliminate the Meltdown and Spectre security vulnerabilities. Indeed, Intel issued separate statements confirming

that the Defect “is operating exactly as it is designed”³ and that “Intel is continuing to investigate *architecture and/or microarchitecture changes* to combat these types of attacks.”⁴

20. On January 3, 2018, Intel issued a statement acknowledging that it had been made aware of the Meltdown and Spectre vulnerabilities. However, Intel downplayed the seriousness of the vulnerabilities, claiming that “Intel believes its products are the most secure in the world,” and disputing reports that software and firmware patches to mitigate those threats would impact the performance of a CPU.⁵

21. Six days later, on January 9, 2018, Intel continued to downplay the claims of reduced performance but conceded that “8th Generation Core platforms with solid state storage will see a performance impact of 6 percent or less*” while acknowledging that its assertion of a 6% slowdown was based on “individual test results [that] ranged from 2 percent to 14 percent.”⁶

22. That same day, Microsoft issued a statement addressing the Meltdown and Spectre vulnerabilities and confirmed that software mitigation patches will result in slowdowns of devices running Windows 10 on newer silicon (2016-era PCs with Skylake, KabyLake or newer CPU), while “*significant slowdowns*” and “*decrease in system performance*” will occur on devices running Windows 10 on older silicon (2015-era PCs with Haswell or older CPU) and Windows 8 and Windows 7 on older silicon, as well as with Windows Server on any silicon.⁷

³ Intel, *supra* n.1.

⁴ *Intel Analysis*, at 8.

⁵ Intel, *Intel Responds to Security Research Findings* (Jan. 3, 2018), https://newsroom.intel.com/news/intel-responds-to-security-research-findings/?cid=sem43700029310889950&intel_term=intel+meltdown&gclid=Cj0KCQiAs9zSBRC5ARIsAFMtUXHxfP0Cap_XAI2L1aiEi3XHN07tAYPR7Eb1B5BnMsMCTsvvEQgqSVcaAonnEALw_wcB&gclid=COX8-6Km0NgCFRmxTwodaxwM3A.

⁶ Intel, *Intel Offers Security Issue Update* (Jan. 9, 2018), <https://newsroom.intel.com/news/intel-offers-security-issue-update/>.

⁷ Terry Myerson, *Understanding the performance impact of Spectre and Meltdown mitigations on Windows Systems* (Jan. 9, 2018), <https://cloudblogs.microsoft.com/microsoftsecure/2018/01/09/understanding-the-performance-impact-of-spectre-and-meltdown-mitigations-on-windows-systems/>.

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23. Although researchers reportedly informed Intel of the Meltdown and Spectre vulnerabilities in June and/or July 2017, Intel did not publicly acknowledge the Defect until January 3, 2018. During that interim period, Intel’s Chief Executive Officer, Brian Krzanich (“Krzanich”), sold millions of dollars of Intel stock – the maximum allowable under Intel’s bylaws – and received more than \$39 million before the security flaw became public. While Krzanich cashed out and avoided the anticipated drop in Intel’s stock price as a result of the disclosure of the Defect, consumers continued to purchase Intel’s defective CPUs and Affected Devices equipped with Intel’s defective CPUs, which they would not have purchased had Intel disclosed the Defect.

24. Intel knew or should have known of the Defect long ago but either failed to disclose the Defect or was negligent or reckless in failing to discover it. Indeed, working without the benefit of Intel’s proprietary information, at least three security researchers independently discovered the Defect in 2017. With its inside knowledge and familiarity with the design and inner workings of its CPUs, Intel was in a better position to discover the Defect than third-party researchers and, as the manufacturer of the defective CPUs that it introduced into the market, Intel had a duty to do so.

25. Thus, the CPUs Intel designed, manufactured, sold, and installed in Affected Devices sold to Plaintiff and the Class were not merchantable and were not fit for the ordinary and particular purposes for which such goods are used.

26. Plaintiff and the other members of the Class are now forced to either purchase new, Defect-free CPUs or continue to use defective CPUs with serious security vulnerabilities and/or significantly reduced performance.

27. This problem is particularly troublesome for businesses such as financial institutions, whose CPUs possess sensitive personal information.

28. Plaintiff and the other members of the Class have suffered ascertainable injuries and a loss of money or property as a result of Defendant’s wrongdoing because they would not have purchased Intel’s CPUs, or Affected Devices containing Intel’s CPUs, or would not have paid the price they paid, but for Intel’s failure to disclose the existence of the Defect.

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CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the following proposed Nationwide Class (“Nationwide Class”):

All business entities that, between 1995 and the present, purchased one or more Intel CPUs from Intel Corporation or its authorized retailer sellers, or one or more devices containing defective Intel CPU components.

30. In the alternative, Plaintiff brings this action on behalf of the following proposed Louisiana Class (“Louisiana Class”):⁸

All business entities in Louisiana that, between 1995 and the present, purchased one or more Intel CPUs from Intel Corporation or its authorized retailer sellers, or one or more devices containing defective Intel CPU components.

31. Subject to additional information obtained through further investigation and discovery, the foregoing definitions of the Class may be expanded or narrowed by amendment or amended complaint.

32. Specifically excluded from the Class are Defendant, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or its officers and/or directors, the judge assigned to this action, and any member of the judge’s immediate family.

33. **Numerosity.** The members of the Class are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff alleges that the Class contains millions of members. The precise number of Class members is unknown to Plaintiff but is known by Defendant or its agents, however, and, thus, may be notified of the pendency of this action by first class mail, electronic mail, published notice, or other customary means that satisfy due process.

34. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the Class and predominate over any questions

⁸ Unless otherwise noted, the term “Class” as used herein refers collectively to the Nationwide Class and the Louisiana Class.

affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether Defendant's CPUs are defectively designed;
- (b) whether Affected Devices containing Defendant's CPUs are vulnerable to security flaws, including Spectre and/or Meltdown;
- (c) whether Defendant had a duty to discover the Defect;
- (d) whether Defendant had a duty to notify manufacturers of the Affected Devices of the Defect;
- (e) whether Defendant had a duty to notify purchasers of the Affected Devices of the Defect;
- (f) whether Defendant made any express warranties in connection with the sale of its defective CPUs;
- (g) whether Defendant breached any express warranties in connection with the sale of its defective CPUs;
- (h) whether Defendant made any implied warranties in connection with the sale of its defective CPUs;
- (i) whether Defendant breached any implied warranties in connection with the sale of its defective CPUs;
- (j) whether Defendant's acts and practices violated the "unlawful" prong of the Unfair Competition Law, California Business and Professions Code §17200, *et seq.* ("UCL");
- (k) whether Defendant's acts and practices violated the "unfair" prong of the UCL;
- (l) whether Defendant's acts and practices violated the "fraudulent" prong of the UCL;

(m) whether Defendant's conduct violates the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA R.S. §51:1401, *et seq.* ("LUTPA");

(n) whether Defendant's acts and practices would deceive a reasonable consumer;

(o) whether Defendant was unjustly enriched;

(p) whether Plaintiff and the other Class members have sustained monetary loss and the proper measure of that loss; and

(q) whether Plaintiff and the other Class members are entitled to declaratory and injunctive relief.

35. **Typicality.** Plaintiff's claims are typical of the claims of the other Class members in that the injuries suffered by Plaintiff and the Class arise from a common nucleus of operative facts based on Defendant's uniform conduct, and Plaintiff is not subject to any unique defenses.

36. **Adequacy of representation.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action. Further, Plaintiff has no interests that are antagonistic to those of the other members of the Class.

37. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members are relatively small compared to the burden and expense that would be involved in individual litigation of their claims against Intel. It would, thus, be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding,

economies of scale, and comprehensive supervision by a single United States District Court and presents no unusual management difficulties under the circumstances here.

38. In the alternative, the Class may also be certified because:

(a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for Intel;

(b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

(c) Intel has acted or refused to act on grounds generally applicable to the Class as a whole, thereby making appropriate final declaratory and injunctive relief with respect to the members of the Class as a whole.

39. Alternatively, certain issues relating to Intel's liability may be certified pursuant to Fed. R. Civ. P. 23(c)(4).

FIRST CLAIM FOR RELIEF

Unlawful Business Practices in Violation of the Unfair Competition Law, California Business and Professions Code §17200, et seq. (On behalf of the Nationwide Class)

40. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

41. By reason of the conduct alleged herein, Defendant engaged in unlawful practices within the meaning of the UCL. The conduct alleged herein is a "business practice" within the meaning of the UCL.

42. As alleged herein, Defendant engaged in unlawful business acts and practices in violation of the "unlawful" prong of the UCL by:

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(a) violating the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.* (“MMWA”); and

(b) breaching implied warranties.

43. Plaintiff reserves the right to allege other violations of law by Defendant, which constitute additional unlawful business acts or practices in violation of the UCL.

44. Defendant’s unlawful business acts and practices in violation of the UCL were likely to deceive, and in fact, did deceive, members of the public, including Plaintiff and the other members of the Nationwide Class, who suffered injury in fact and lost money or property as the result of Defendant’s unlawful business practices.

45. Plaintiff seeks an Order enjoining Defendant’s unlawful business acts and practices in violation of the UCL, and for restitution and disgorgement of all ill-gotten gains.

SECOND CLAIM FOR RELIEF

Unfair Business Practices in Violation of the Unfair Competition Law, California Business and Professions Code §17200, et seq. (On behalf of the Nationwide Class)

46. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

47. By reason of the conduct alleged herein, Defendant engaged in unfair business acts and practices within the meaning of the UCL. The conduct alleged herein is a “business practice” within the meaning of the UCL.

48. As alleged herein, Defendant engaged in unfair business acts and practices in violation of the “unfair” prong of the UCL by:

(a) engaging in conduct, the utility of which, if any, is outweighed by the gravity of the consequences to Plaintiff and the other members of the Nationwide Class considering reasonably available alternatives and legislative policy;

(b) engaging in conduct that violates established public policy; and

(c) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the other members of the Nationwide Class.

49. Defendant's unfair business acts and practices in violation of the UCL were likely to deceive, and in fact, did deceive, members of the public, including Plaintiff and the other members of the Nationwide Class, who suffered injury in fact and lost money or property as the result of Defendant's unfair business practices.

50. Plaintiff seeks an Order enjoining Defendant's unfair business acts and practices in violation of the UCL, and for restitution and disgorgement of all ill-gotten gains.

THIRD CLAIM FOR RELIEF

Fraudulent Business Practices in Violation of the Unfair Competition Law California Business and Professions Code §17200, *et seq.* (On behalf of the Nationwide Class)

51. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

52. As alleged herein, Defendant engaged in "fraudulent" business acts and practices by:

(a) designing, marketing, distributing, and selling defective CPUs without disclosing that the CPUs contained a design defect;

(b) refusing to repair or recall the defective CPUs; and

(c) refusing or failing to compensate injured consumers, including Plaintiff and the other members of the Nationwide Class.

53. Defendant's fraudulent business acts and practices in violation of the UCL were likely to deceive, and in fact, did deceive, members of the public, including Plaintiff and the other members of the Nationwide Class, who suffered injury in fact and lost money or property as the result of Defendant's fraudulent business practices.

54. Plaintiff seeks an Order enjoining Defendant's fraudulent business acts and practices in violation of the UCL, and for restitution and disgorgement of all ill-gotten gains.

FOURTH CLAIM FOR RELIEF

**Breach of Express Warranty
(On behalf of the Nationwide Class and the Louisiana Class)**

55. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

56. Defendant designed, manufactured, advertised, and distributed defective CPUs. Defendant is a “merchant” and the Intel CPUs are “goods” within the meaning of the Uniform Commercial Code.

57. In connection with each sale, Defendant represented that its CPUs provided a particular level of security, which they did not, and were of particular speeds, which, after implementation of a software patch necessary to mitigate security threats caused by a design defect, they are not.

58. Defendant’s affirmations of fact and promises relating to its defective CPUs became part of the basis of the bargain and created an express warranty that the CPUs would conform to Defendant’s affirmations and promises.

59. Defendant’s express warranties run to Plaintiff and the other members of the Class either directly or as third-party beneficiaries.

60. Defendant breached its express warranties by delivering CPUs that failed to conform to Defendant’s affirmations and promises.

61. Defendant’s breach of express warranties directly and proximately caused damages, injury in fact, and ascertainable loss to Plaintiff and the other members of the Class, in an amount to be determined at trial.

62. All conditions precedent to this claim have been satisfied.

FIFTH CLAIM FOR RELIEF

**Breach of Implied Warranty
(On behalf of the Nationwide Class and the Louisiana Class)**

63. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

64. Defendant is a merchant with respect to the defective CPUs.

65. As such, a warranty that each CPU was merchantable and fit for a particular purpose was implied in the contract of each sale to Plaintiff and the other members of the Class.

66. To be merchantable, Defendant's CPUs, at a minimum, were required to: (a) pass without objection in the trade under the contract description; (b) be fit for the ordinary purposes for which such goods are used; and (c) conform to the promises or affirmations of fact made on the container.

67. Defendant's implied warranties extend directly to Plaintiff and the other members of the Class either directly or as third-party beneficiaries.

68. Defendant breached the implied warranty of merchantability by delivering CPUs that were not merchantable in that: (a) the CPUs could not pass without objection in the trade under the contract description in that they provide deficient security and performance, which are key features of a CPU; (b) they did not conform to Defendant's promises or affirmations of fact regarding their security and performance; and (c) they were not fit for the ordinary purposes for which CPUs are used, namely to provide fast and secure computer processing power.

69. Defendant's breaches of implied warranties directly and proximately caused damages, injury in fact, and ascertainable loss to Plaintiff and the other members of the Class, in an amount to be determined at trial

70. All conditions precedent to this claim have been satisfied.

SIXTH CLAIM FOR RELIEF

**Violations of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*
(On behalf of the Nationwide Class and the Louisiana Class)**

71. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

72. Under the MMWA, an “implied warranty” is one that “arise[s] under State law . . . in connection with the sale by a supplier of a consumer product.” 15 U.S.C. §2301.

73. Plaintiff and the other Class members are “consumers,” Defendant is a “supplier” and “warrantor,” and the defective CPUs are “consumer products” as defined by the MMWA. 15 U.S.C. §2301.

74. Defendant impliedly warranted that the CPUs it designed, manufactured, and sold were merchantable and fit for the ordinary and particular purposes for which the CPUs are used. Defendant breached the implied warranty with Plaintiff and the other members of the Class by delivering CPUs that were neither merchantable nor fit for the ordinary and particular purposes for which the CPUs are used.

75. As a direct and proximate result of Defendant’s breach of the implied warranty of merchantability, Plaintiff and the other Class members have been damaged.

SEVENTH CLAIM FOR RELIEF

**Unjust Enrichment
(On behalf of the Nationwide Class and the Louisiana Class)**

76. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

77. This cause of action is pled in the alternative.

78. Plaintiff and the other members of the Class purchased from Defendant and its authorized retailers and resellers defective CPUs they would not otherwise have purchased but for Defendant’s failure to disclose the Defect.

79. As such, Defendant has been unjustly enriched at the expense of Plaintiff and the other members of the Class.

80. Under the circumstances, it would be unfair, improper, and unjust for Defendant to retain this financial benefit.

81. Plaintiff and the other members of the Class have no adequate remedy at law.

EIGHTH CLAIM FOR RELIEF

Violation of Louisiana Unfair Trade Practices and Consumer Protection Law, LSA R.S. §51:1401, *et seq.* (On behalf of the Louisiana Class)

82. Plaintiff realleges and incorporates by reference the allegations above as though fully set forth herein.

83. Plaintiff and the Louisiana Class are “consumers” within the meaning of LSA R.S. §51:1402(1).

84. Plaintiff, the Louisiana Class, and Defendant are “persons” within the meaning of LSA R.S. §51:1402(8).

85. Defendant was and is engaged in “trade or commerce” within the meaning of LSA R.S. §51:1402(10).

86. The LUTPA does not specifically define the acts that constitute unfair or deceptive trade practices. Courts determine its application on a case-by-case basis. Generally, acts which constitute unfair trade practices under the LUTPA involve fraud, deception, misrepresentation, breach of fiduciary duty, or other unethical conduct. A plaintiff may prevail on a LUTPA claim, by showing the alleged conduct offends established public policy and is immoral, unethical, oppressive, unscrupulous, or substantially injurious. *See, e.g., Cupp Drug Store, Inc. v. Blue Cross & Blue Shield of La., Inc.*, 161 So. 3d 860, 869 (La. Ct. App. 2d Cir. 2015).

87. In the course of Defendant’s business, it engaged in unfair trade practices by representing that defective CPUs have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have; representing that defective CPUs are of a particular

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standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and advertising the defective CPUs with intent not to sell them as advertised. Defendant participated in misleading, false, or deceptive acts that violated the LUTPA.

88. By failing to disclose and by actively concealing the defective CPUs, by marketing its CPUs as secure and having a particular performance capability, and by failing to stand behind its CPUs after they were sold, Defendant engaged in unfair trade practices prohibited by the LUTPA.

89. In the course of its business, Defendant failed to disclose and actively concealed the defects in the CPUs, *i.e.*, that they were not secure and not of a particular performance, and otherwise engaged in activities with a tendency or capacity to deceive. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the defective CPUs.

90. Defendant engaged in unfair trade practices that violated the LUTPA by selling, failing to disclose, and actively concealing the defects in its CPUs and their true security and performance and by marketing its defective CPUs as having particular security and performance reliability.

91. Defendant misrepresented material facts regarding the defective CPUs with intent to mislead Plaintiff and the Louisiana Class.

92. Defendant knew or should have known that its conduct violated the LUTPA.

93. Defendant owed Plaintiff and the other members of the Louisiana Class a duty to disclose the defective nature of the CPUs because it:

(a) possessed exclusive knowledge that it was manufacturing, selling, and distributing defective CPUs throughout the United States; and/or

(b) made incomplete representations about the security and performance of its CPUs while withholding material facts from Plaintiff that contradicted these representations.

{SSBLS Main Documents/9999/073/00696019-2 }

Page 19 - **CLASS ACTION ALLEGATION COMPLAINT**

94. Defendant's sale of the defective CPUs and concealment of the true characteristics of the defective CPUs were material to Plaintiff and the other members of the Louisiana Class.

95. Defendant's design, manufacture, and sale of defective CPU units, without disclosing the existence of the Defect, is an unfair trade practice that is likely to mislead – and has misled – consumers acting reasonably under the circumstances.

96. Plaintiff and the other members of the Louisiana Class have been substantially injured by Defendant's unfair practices in that they relied on Defendant's specifications of security and performance for each Affected Device they purchased but did not receive CPUs with such specified security and performance features. Indeed, Plaintiff and the other members of the Louisiana Class would not have purchased Affected Devices with Defendant's defective CPUs, or would not have paid as much as they did, but for Defendant's unfair practices.

97. Plaintiff and the other members of the Louisiana Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendant's misrepresentations and its concealment of and failure to disclose material information.

98. Plaintiff and the Class also suffered diminished value of their Affected Devices containing defective CPUs, as well as lost or diminished use.

99. Defendant had an ongoing duty to refrain from unfair trade practices under the LUTPA.

100. Defendant's violations present a continuing risk to Plaintiff and the other members of the Louisiana Class, as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

101. Contemporaneous with filing this complaint, Plaintiff sent a letter complying with LSA R.S. § 51:1409(B).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. Certifying the Nationwide Class or, in the alternative, the Louisiana Class as requested herein, appointing Plaintiff as Class Representative, and appointing Robbins Geller Rudman & Dowd LLP, Zimmerman Reed, LLP, and Stoll Stoll Berne Lokting & Shlachter P.C. as Class counsel;
- B. Awarding Plaintiff and the Class damages, including statutory, compensatory, consequential, and punitive damages, as well as interest thereon;
- C. Awarding declaratory, injunctive, and other equitable relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices described herein, and directing Defendant to identify, with this Court's supervision, victims of its conduct and to pay them restitution of all monies acquired through any act or practice declared by this Court to be wrongful or unlawful;
- D. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the Class;
- E. Awarding Plaintiff attorneys' fees and costs; and
- F. Providing any and all further legal and equitable relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff respectfully demands trial by jury on all issues so triable.

DATED this 9th day of February, 2018.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

By: s/Jennifer S. Wagner

Gary M. Berne, OSB No. 774077

Steve D. Larson, OSB No. 863540

Jennifer S. Wagner, OSB No. 024470

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Portland, OR 97204

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ROBBINS GELLER RUDMAN & DOWD LLP

Paul J. Geller (*pro hac vice* forthcoming)

Stuart A. Davidson (*pro hac vice* forthcoming)

Christopher C. Gold (*pro hac vice* forthcoming)

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ZIMMERMAN REED, LLP

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Email: brian.gudmundson@zimmreed.com

Attorneys for Plaintiff

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

ANECA FEDERAL CREDIT UNION, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Caddo Parish, Louisiana
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Gary M. Berne, Steve D. Larson, Jennifer S. Wagner
Stoll Berne, 209 SW Oak Street, Suite 500, Portland, OR 97204
(503) 227-1600

DEFENDANTS

INTEL CORPORATION

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 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 checked="" 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)

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	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 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 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))	<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 <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 Constitutional of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS
<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	<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	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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(d)(2)(A)

Brief description of cause:

Defective Product

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 see attached Exhibit A

DOCKET NUMBER _____

DATE

02/09/2018

SIGNATURE OF ATTORNEY OF RECORD

s/Jennifer S. Wagner

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

	Case caption	Court	Assigned Judge
1.	<i>Garcia v. Intel Corporation</i> 5:18-cv-00046-EJD	N.D. Cal. (San Jose)	Judge Edward J. Davila
2.	<i>Reis v. Intel Corporation</i> 5:18-cv-00074-SVK	N.D. Cal. (San Francisco)	Magistrate Judge Susan van Keulen
3.	<i>Stern v. Intel Corporation</i> 1:18-cv-00065-NGG-RER	E.D.N.Y.	Judge Nicholas G. Garaufis
4.	<i>Mann v. Intel Corporation</i> 6:18-cv-00028-MC	D. Or. (Eugene)	Judge Michael J. McShane
5.	<i>Jason Jones v. Intel Corporation</i> 1:18-cv-00029-TWP-MPB	S.D. Ind. (Indianapolis)	Judge Tanya Walton Pratt
6.	<i>Carl Jones v. Intel Corp.</i> 5:18-cv-00105-NC	N.D. Cal. (San Jose)	Judge Nathanael M. Cousins
7.	<i>Rinn v. Intel Corporation</i> 5:18-cv-00111-BLF	N.D. Cal. (San Jose)	Judge Beth Labson Freeman
8.	<i>Murphy v. Intel Corporation</i> 2:18-cv-02009-CSB-EIL	C.D. Ill. (Urbana)	Judge Colin Stirling Bruce
9.	<i>West v. Intel Corporation</i> 5:18-cv-00146-BLF	N.D. Cal.	Judge Beth Labson Freeman
10.	<i>Bahcevan v. Intel Corporation</i> 5:18-cv-00187-SVK	N.D. Cal. (San Jose)	Magistrate Judge Susan van Keulen
11.	<i>Dean v. Intel Corporation</i> 5:18-CV-00210-LHK	N.D. Cal. (San Jose)	Judge Lucy H. Koh

	Case caption	Court	Assigned Judge
12.	<i>Rosenberg v. Intel Corporation</i> 2:18-cv-00147-LDW-AYS	E.D.N.Y.	Judge Leonard D. Wexler
13.	<i>Lee v. Intel Corporation</i> 5:18-cv-00235-SVK	N.D. Cal. (San Jose)	Magistrate Judge Susan van Keulen
14.	<i>Zog, Inc. v. Intel Corporation</i> 3:18-cv-00298-EDL	N.D. Cal. (San Jose)	Magistrate Judge Elizabeth D. Laporte
15.	<i>Robbins v. Intel Corporation</i> 1:18-cv-00540-JHR-JS	D.N.J.	Judge Joseph H. Rodriguez Magistrate Judge Joel Schneider
16.	<i>Mechri v. Intel Corporation</i> 5:18-cv-00379-NC	N.D. Cal. (San Jose)	Judge Nathanael M. Cousins
17.	<i>Pascarella v. Intel Corporation</i> 5:18-cv-00352-NC	N.D. Cal. (San Jose)	Judge Nathanael M. Cousins
18.	<i>Storey v. Intel Corporation</i> 1:18-cv-00051-LF-KBM	D.N.M.	Magistrate Judge Laura Fashing Magistrate Judge Karen B. Molzen
19.	<i>Bernstein v. Intel Corporation</i> 1:18-cv-00526-NGG-RER	E.D.N.Y.	Judge Nicholas G. Garaufis Magistrate Judge Ramon E. Reyes, Jr
20.	<i>Sterling v. Intel Corporation</i> 5:18-cv-00580-SVK	N.D. Cal. (San Jose)	Magistrate Judge Susan van Keulen
21.	<i>United Food and Commercial Workers International Union Local 1500 v. Intel Corporation</i> 2:18-cv-00574-LDW-AYS	E.D.N.Y.	Judge Leonard D. Wexler
22.	<i>Young v. Intel Corporation</i> 5:18-cv-00633 -BLF	N.D. Cal. (San Jose)	Judge Beth Labson Freeman

	Case caption	Court	Assigned Judge
23.	<i>Gilman v. Intel Corporation</i> 3:18-cv-00193-SB	D. Or. (Portland)	Magistrate Judge Stacie F. Beckerman
24.	<i>Kintz v. Intel Corporation</i> 3:18-cv-00211-HZ	D. Or. (Portland)	Judge Marco A. Hernandez
25.	<i>Gloria K Park v. Intel Corporation</i> 5:18-cv-00742-NC	N.D. Cal. (San Jose)	Judge Nathanael M. Cousins
26.	<i>Ferer v. Intel Corporation</i> 5:18-cv-00799-NC	N.D. Cal. (San Jose)	Judge Nathanael M. Cousins

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

UNITED STATES DISTRICT COURT

for the

District of Oregon

ANECA FEDERAL CREDIT UNION, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

INTEL CORPORATION,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) INTEL CORPORATION
c/o C T CORPORATION SYSTEM, Registered Agent
780 COMMERCIAL ST SE STE 100
SALEM, OR 97301

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:

Gary M. Berne
Steve D. Larson
Jennifer S. Wagner
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.
209 SW Oak Street, Suite 500
Portland, Oregon 97204

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. _____

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 \$ _____ 0.00 .

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: