

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No.**

AARON BONDS, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

BLU PRODUCTS, INC., SHANGHAI ADUPS
TECHNOLOGY CO., LTD., and ADUPS USA
LLC,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Aaron Bonds (“Plaintiff”), individually and on behalf of all others similarly situated, alleges the following against Defendants Blu Products, Inc. (“Blu”), Shanghai Adups Technology Co., Ltd., and Adups USA LLC (collectively, “Adups”).

SUMMARY OF THE ACTION

1. This is a privacy case against Blu, a manufacturer and seller of cell phones, and Adups, a developer of firmware (a type of software) installed on approximately 120,000 Blu phones.

2. Adups firmware on Blu phones continuously captured and transmitted to a server in China the cell phone owners’ text messages, personal contacts, call logs, physical locations, and other confidential data. Defendants intentionally intercepted, recorded, and transmitted this data without the knowledge or consent of the cell phone owners. Defendants’ scheme violated the owners’ privacy rights as protected at common law and by federal statutes. Defendants’

scheme also impaired the Blu cell phones' performance by increasing the frequency with which the phones needed to be charged and by decreasing the total lifespan of the battery.

3. Plaintiff and similarly situated consumers would not have purchased Blu phones had they known of the phones' concealed, battery-draining software designed and installed for the purpose of collecting their private information and transmitting it to an unauthorized party or parties. Plaintiff accordingly seeks relief for himself and the other owners of the affected cell phones.

JURISDICTION AND VENUE

4. Pursuant to 28 U.S.C. § 1331, this Court has jurisdiction over Plaintiff's claims for violations of the Wiretap Act, 18 U.S.C. § 2511, the Electronic Communications Privacy Act, 18 U.S.C. § 2512, and the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*

5. The Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

6. Additionally, the Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one member of the Class is a citizen of a state different from Defendants Blu and Adups, the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, the Class contains more than 100 members, and none of the exceptions under the subsection applies to this action.

7. Venue is proper in this District under 28 U.S.C. § 1391(b) because Blu's principal place of business is within this District and a substantial part of the events or omissions that give rise to Plaintiff's claims occurred in this District.

PARTIES

8. Plaintiff Aaron Bonds is a citizen of Alabama who resides in Mobile, Alabama.

9. Defendant Blu Products, Inc. is a Delaware corporation headquartered in Miami, Florida.

10. Defendant Shanghai Adups Technology Co., Ltd. is a Chinese entity based in Shanghai, People's Republic of China.

11. Defendant Adups USA LLC is a Delaware corporation.

FACTS SPECIFIC TO PLAINTIFF

12. On September 30, 2016, Mr. Bonds purchased a Blu R1 HD R0030UU cell phone ("Blu R1") from Amazon.com ("Amazon") for \$59.99.

13. In addition to using his Blu R1 to place and receive phone calls, Mr. Bonds has used it for text messaging. He has transmitted and received sensitive personal and work-related information via text message on his Blu R1.

14. Before he purchased the Blu R1, Mr. Bonds read all of the promotional material on Amazon's website concerning the device.

15. None of the promotional material that Mr. Bonds read concerning the Blu R1 indicated that the device contained firmware that would intercept, record, and transmit his text messages and other personal information.

16. On November 15, 2016, Mr. Bonds received an e-mail from Amazon announcing "a potential security issue with a Blu smartphone our records indicate you purchased or registered Blu intends to push out a software update that will fix the issue."

17. The "potential security issue" referred to the fact that several models of Blu cell phones, including the Blu R1, had been continuously intercepting and recording Blu phone users' private information and transmitting such information to a server located in Shanghai.

18. At no time did Mr. Bonds know of, or consent to, the interception, recording, or transmission of his private information on his cell phone.

19. Had Mr. Bonds been aware that software on the Blu R1 would capture and transmit his private information to an unauthorized party or parties, he would not have purchased a Blu R1.

COMMON ALLEGATIONS OF FACT

A. Blu's Products

20. Blu sells cell phones that operate on the Google Android operating system.

21. The cell phones that Blu sells are relatively inexpensive. The cost of Blu phones is subsidized by companies that pay to advertise to Blu customers, including through advertisements displayed on Blu phones.

B. Adups and Its Firmware Business

22. Adups provides firmware and remote device management software to cell phone manufacturers, such as Blu.

23. Firmware is permanent software installed on a device or system that creates or enhances the ability to control, monitor, and/or manipulate data on the device or system.

C. Adups Firmware's Extraction and Transmission of Consumers' Private Information

24. Blu incorporates Adups firmware into several models of Blu phones sold in the United States, including the R1 HD, Energy X Plus 2, Studio Touch, Advance 4.0 L2, Neo XL, and Energy Diamond (the "Affected Phones").

25. Adups firmware installed on the Affected Phones collected sensitive personal data and communications of their users and transmitted such data and communications to an Adups server in Shanghai without the knowledge or consent of the users.

26. On November 15, 2016, Kryptowire, a U.S. security firm, reported that Adups firmware on the Affected Phones was surreptitiously intercepting and transmitting user data, including the full contents of text messages.

27. Blu has admitted that approximately 120,000 Affected Phones contain the relevant Adups firmware.

28. The operation of this Adups firmware bypassed the detection of mobile antivirus security programs. These programs assumed that the Adups firmware is not malware because it was contained within the Affected Phones at all times after they were shipped to purchasers.

29. The private user data intercepted, recorded, and transmitted by the Adups firmware included the full content of text messages, contact lists, call histories, and phone numbers, as well as unique device identifiers. The Adups firmware also provided detailed information about users' physical locations.

30. Users of Blu phones could not reasonably detect the existence, or the data collection and transmission functions, of the Adups firmware.

31. Users of Blu phones could not reasonably delete or disable the Adups firmware or its data collection and transmission functions.

32. Blu and Adups purposely concealed from Affected Phone owners the existence and operation of the firmware that intercepted, recorded, and transmitted the owners' personal information and communications.

33. Prior to November 15, 2016, neither Blu nor Adups ever disclosed to Affected Phone owners the existence of the Adups firmware or the fact that their personal information and communications would be (and were being) intercepted, recorded, and transmitted abroad.

34. Prior to November 15, 2016, Affected Phone owners never knew of the interception, recording, and transmission abroad of their personal information and communications.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this action under Federal Rule of Civil Procedure 23 on behalf of a Class defined as:

All persons in the United States who, at any time before November 15, 2016, purchased or owned any of the following Blu cell phones—R1 HD, Energy X Plus 2, Studio Touch, Advance 4.0 L2, Neo XL, or Energy Diamond—containing Adups firmware in any version from 5.0.x to 5.3.x.

Excluded from the proposed Class are Defendants' officers, directors, legal representatives, successors, and assigns; any entity in which Defendants have a controlling interests; and judicial officers to whom this case is assigned and their immediate family members.

36. The requirements of Rules 23(a), (b)(1), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure are met in this case.

37. **Numerosity.** The Class consists of approximately 120,000 owners of Affected Phones, making joinder of each Class member impracticable.

38. **Commonality and Predominance.** Common questions of law and fact exist with regard to each of the claims and predominate over questions affecting only individual Class members. Questions common to the Class include:

A. Whether Adups firmware on the Affected Phones surreptitiously intercepted Class members' sensitive personal information, such as text messages, contact lists, and call histories;

B. Whether Adups firmware on the Affected Phones surreptitiously transmitted Class members' sensitive personal information, such as text messages, contact lists, and call histories, to an unauthorized party or parties;

C. Whether a reasonable person would find it highly offensive that Defendants collected Class members' private text messages and other personal information and transmitted such information to an unauthorized party or parties without Class members' knowledge or consent;

D. Whether Defendants intentionally interfered with Class members' ownership, possession, and/or use of their Affected Phones by causing sensitive personal information to be extracted from their phones and transmitted overseas without their knowledge or consent;

E. Whether Defendants' conduct set forth herein violated the Wiretap Act, the Electronic Communications Privacy Act, and/or the Magnuson-Moss Warranty Act; and

F. Whether Class members would have refrained from purchasing the Affected Phones, or purchased them only at lower prices, had Class members been aware of the conduct set forth herein.

39. **Typicality.** Plaintiff's claims are typical of the claims of the Class. Plaintiff, like all Class members, purchased an Affected Phone that intercepted, recorded, and transmitted his private user information without his knowledge or consent. Each Class member's claims arise from the same conduct and alleged violations of Defendants.

40. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Class. The interests of Plaintiff do not conflict with the interests of Class

members, and Plaintiff has retained counsel experienced in prosecuting class action and privacy litigation.

41. In addition to satisfying the prerequisites of Rule 23(a), Plaintiff satisfies the requirements for maintaining a class action under Rule 23(b)(3).

42. **Superiority.** A class action is superior to individual adjudications of this controversy. Litigation is not economically feasible for individual Class members because the amount of monetary relief available to individual plaintiffs is insufficient in the absence of the class action procedure. Separate litigation could yield inconsistent or contradictory judgments, and increase the delay and expense to all parties and the court system. A class action presents fewer management difficulties and provides the benefits of a single adjudication, economy of scale, and comprehensive supervision by a single court.

43. Class certification is also appropriate under Rule 23(b)(1) or (b)(2) because:

A. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendants;

B. The prosecution of separate actions by individual Class members would create a risk of adjudication of their rights that, as a practical matter, would be dispositive of the interests of other Class members not parties to such adjudications or would substantially impair or impede other Class members' ability to protect their interests; and

C. Defendants have acted and refused to act on grounds that apply generally to the Class such that final injunctive and/or declaratory relief is warranted with respect to the Class as a whole.

FIRST CLAIM FOR RELIEF
Violations of the Wiretap Act,
18 U.S.C. § 2511

44. Plaintiff realleges paragraphs 1–43 as if set forth herein.

45. Defendants, by means of their design, authorship, programming, installation, activation, and other involvement with the Adups firmware on the Affected Phones, intentionally intercepted, endeavored to intercept, and/or procured others to intercept or endeavor to intercept electronic communications, in violation of 18 U.S.C. § 2511(1).

46. Defendants’ intentional interceptions of Plaintiff’s and Class members’ electronic communications harmed Plaintiff and Class members, including by interfering with their trust and repose in the privacy and security of their personal and confidential communications.

47. Pursuant to 18 U.S.C. § 2520, Plaintiff and Class members are entitled to appropriate relief, including damages, equitable or declaratory relief, and a reasonable attorney’s fee.

SECOND CLAIM FOR RELIEF
Violations of the Electronic Communications Privacy Act,
18 U.S.C. § 2512

48. Plaintiff realleges paragraphs 1–43 as if set forth herein.

49. Defendants intentionally possessed, manufactured, sold, and/or assembled an electronic device knowing, or having reason to know, that the design of the device renders it primarily useful for the purpose of the surreptitious interception of electronic communications and that such device or any component thereof has been or will be transported in interstate or foreign commerce. The Adups firmware pre-installed on Affected Phones was sent through the mail and/or transported in interstate or foreign commerce.

50. Such Adups firmware constitutes an electronic device designed to be primarily useful for the purpose of surreptitious interception of electronic communications. Adups

firmware surreptitiously intercepted text messages sent electronically via Plaintiff's and Class members' cell phones.

51. By means of Defendants' conduct alleged herein, electronic communications of Plaintiff and Class members were intentionally and surreptitiously intercepted, in violation of 18 U.S.C. § 2512.

52. Defendants' intentional, surreptitious interceptions of Plaintiff's and Class members' electronic communications harmed Plaintiff and Class members, including by interfering with their trust and repose in the privacy and security of their personal and confidential communications.

53. Pursuant to 18 U.S.C. § 2520, Plaintiff and Class members are entitled to appropriate relief, including damages, equitable or declaratory relief, and a reasonable attorney's fee.

THIRD CLAIM FOR RELIEF
Violations of the Magnuson-Moss Warranty Act,
15 U.S.C. § 2301, *et seq.*

54. Plaintiff realleges paragraphs 1–43 as if set forth herein.

55. The Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301, *et seq.*, is a federal consumer protection statute that supplements state warranty law.

56. Defendants breached the MMWA's implied warranty of merchantability by failing to provide merchantable goods. The Affected Phones are neither merchantable nor fit for their ordinary purposes because the phones do not satisfy their ordinary purpose of transmitting private, confidential information in a secure manner.

57. A function of the Adups' firmware installed on Affected Phones was to purposely intercept and record private and confidential information—including the contents of text

messages and personal contact lists—and transmit such information to an unauthorized server abroad.

58. The operation of Adups' firmware on the Affected Phones also significantly diminished the phones' performance and value, reduced the utility and lifespan of their batteries, and resulted in cellular data wastage.

59. Plaintiff and Class members sustained damages, in an amount to be proven at trial, as a direct and proximate result of Defendants' MMWA violations and breaches of the implied warranty of merchantability.

60. Plaintiff and Class members seek equitable relief in the form of an order requiring Defendants to conform the Affected Phones to the implied warranties made with respect to them, by requiring cessation of the interception, recording, and transmission of private communications and data as alleged herein.

FOURTH CLAIM FOR RELIEF
Invasion of Privacy (Intrusion upon Seclusion)

61. Plaintiff realleges paragraphs 1–43 as if set forth herein.

62. Defendants intentionally installed, or caused to install, Adups firmware on the Affected Phones.

63. Defendants knew that such Adups firmware would, and did, collect and transmit Plaintiff's and Class members' confidential text messages and other personal information without their knowledge or consent.

64. By intentionally installing, or causing to install, Adups firmware on the Affected Phones, Defendants unlawfully intruded upon Plaintiff's and Class members' seclusion and interfered with their trust and repose in the security of their private facts and communications.

65. A reasonable person would find it highly offensive that Defendants collected Plaintiff's and Class members' confidential text messages and other personal information and transmitted such information to unauthorized parties without Plaintiff's and Class members' knowledge or consent.

66. Plaintiff's and Class members' reasonable interest in privacy was vitiated as a direct and proximate result of Defendants' intentional invasions set forth above.

FIFTH CLAIM FOR RELIEF
Trespass to Chattels

67. Plaintiff realleges paragraphs 1–43 as if set forth herein.

68. Plaintiff and Class members owned, possessed, and had a right to possess their Affected Phones.

69. Defendants intentionally interfered with Plaintiff's and Class members' ownership, possession, and/or use of their Affected Phones by causing sensitive personal information to be extracted from their phones and sent to servers in Shanghai without their knowledge or consent.

70. Defendants' interference with Plaintiff's and Class members' ownership, possession, and/or use of their Affected Phones caused damage to Plaintiff and Class members, including by diminishing the phones' value and impairing their performance.

71. A reasonable person would be willing to pay substantially less for a cell phone upon knowing that it contained irremovable firmware that would collect and transmit to an unauthorized party or parties private communications sent from and received by that phone.

72. Plaintiff and Class members are entitled to recover the full amount by which the Adups firmware harmed their possessory interest in, and reduced the value of, the Affected Phones.

je@girardgibbs.com

Esfand Y. Nafisi (*pro hac vice* forthcoming)

eyn@girardgibbs.com

GIRARD GIBBS LLP

601 California Street, 14th Floor

San Francisco, CA 94108

Telephone: (415) 981-4800

Facsimile: (415) 981-4846

Attorneys for Plaintiff

JS 44 (Rev. 07/16) FLSD Revised 07/01/2016

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS Aaron Bonds, individually and on behalf of all others similarly situated

DEFENDANTS Blu Products, Inc., Shanghai Adups Technology Co., Ltd., Adups USA LLC

(b) County of Residence of First Listed Plaintiff **Mobile County, Alabama**
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Miami-Dade County, Florida**
 (IN U.S. PLAINTIFF CASES ONLY)

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

Amy Zeman, Gibbs Law Group,
 3711 Sheridan Ave Miami Beach, FL 33140 T: (510) 350-9721

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 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 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)

CONTRACT

- 110 Insurance
- 120 Marine
- 130 Miller Act
- 140 Negotiable Instrument
- 150 Recovery of Overpayment & Enforcement of Judgment
- 151 Medicare Act (Excl. Veterans)
- 152 Recovery of Defaulted Student Loans
- 153 Recovery of Overpayment of Veteran's Benefits
- 160 Stockholders' Suits
- 190 Other Contract
- 195 Contract Product Liability
- 196 Franchise

PERSONAL INJURY

- 310 Airplane
- 315 Airplane Product Liability
- 320 Assault, Libel & Slander
- 330 Federal Employers' Liability
- 340 Marine
- 345 Marine Product Liability
- 350 Motor Vehicle
- 355 Motor Vehicle Product Liability
- 360 Other Personal Injury
- 362 Personal Injury - Med. Malpractice

TORTS

PERSONAL INJURY

- 365 Personal Injury - Product Liability
- 367 Health Care/Pharmaceutical Personal Injury Product Liability
- 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

- 370 Other Fraud
- 371 Truth in Lending
- 380 Other Personal Property Damage
- 385 Property Damage Product Liability

PRISONER PETITIONS

- Habeas Corpus:**
- 463 Alien Detainee
 - 510 Motions to Vacate Sentence
- Other:**
- 530 General
 - 535 Death Penalty
 - 540 Mandamus & Other
 - 550 Civil Rights
 - 555 Prison Condition
 - 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY

- 625 Drug Related Seizure of Property 21 USC 881
- 690 Other

LABOR

- 710 Fair Labor Standards Act
- 720 Labor/Mgmt. Relations
- 740 Railway Labor Act
- 751 Family and Medical Leave Act
- 790 Other Labor Litigation
- 791 Empl. Ret. Inc. Security Act

BANKRUPTCY

- 422 Appeal 28 USC 158
- 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

- 820 Copyrights
- 830 Patent
- 840 Trademark

SOCIAL SECURITY

- 861 HIA (1395ff)
- 862 Black Lung (923)
- 863 DIWC/DIWW (405(g))
- 864 SSID Title XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS

- 870 Taxes (U.S. Plaintiff or Defendant)
- 871 IRS—Third Party 26 USC 7609

OTHER STATUTES

- 375 False Claims Act
- 376 Qui Tam (31 USC 3729 (a))
- 400 State Reapportionment
- 410 Antitrust
- 430 Banks and Banking
- 450 Commerce
- 460 Deportation
- 470 Racketeer Influenced and Corrupt Organizations
- 480 Consumer Credit
- 490 Cable/Sat TV
- 850 Securities/Commodities/Exchange
- 890 Other Statutory Actions
- 891 Agricultural Acts
- 893 Environmental Matters
- 895 Freedom of Information Act
- 896 Arbitration
- 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- 950 Constitutionality of State Statutes

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Re-filed (See VI below)
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation Transfer
- 7 Appeal to District Judge from Magistrate Judgment
- 8 Multidistrict Litigation - Direct File
- 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE:

DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
 18 U.S.C. § 2511, 18 U.S.C. § 2512, 15 U.S.C. § 2301. Monitored/transmitted communications w/out authorization.

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE November 22, 2016

SIGNATURE OF ATTORNEY OF RECORD

Amy Zeman

FOR OFFICE USE ONLY RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

AARON BONDS, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

BLU PRODUCTS, INC., SHANGHAI ADUPS
TECHNOLOGY CO., LTD., and ADUPS USA LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Blu Products, Inc.
The Company Corporation
2711 Centerville Rd., Ste. 400
Wilmington, DE 19808

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:

Amy Zeman
Gibbs Law Group
3711 Sheridan Ave
Miami Beach, FL 33140
T: (510) 350-9721

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 \$ _____ 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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

AARON BONDS, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

BLU PRODUCTS, INC., SHANGHAI ADUPS
TECHNOLOGY CO., LTD., and ADUPS USA LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Shanghai Adups Technology Co., Ltd.
Room 403-402
22 Boxia Road
Zhangjiang
Pudong
Shanghai, 201203
China

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:

Amy Zeman
Gibbs Law Group
3711 Sheridan Ave
Miami Beach, FL 33140
T: (510) 350-9721

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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

AARON BONDS, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

BLU PRODUCTS, INC., SHANGHAI ADUPS
TECHNOLOGY CO., LTD., and ADUPS USA LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Adups USA LLC
A Registered Agent, Inc.
8 The Green, Ste. A
Dover, DE 19901

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:

Amy Zeman
Gibbs Law Group
3711 Sheridan Ave
Miami Beach, FL 33140
T: (510) 350-9721

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

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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)*:

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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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Accuses Blu Products, Others of Illegal Wiretapping](#)
