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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JOUREY NEWELL and FELIPE MACHADO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

RECREATIONAL EQUIPMENT, INC., a
Washington company,

Defendant.

NO.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiffs Jourey Newell (“Newell”) and Felipe Machado (“Machado”) (collectively referred to as “Plaintiffs”) bring this class action complaint and demand for jury trial against Defendant Recreational Equipment, Inc. (“REI” or “Defendant”) to stop REI from violating the Electronic Funds Transfer Act, 15 U.S.C. 1693, *et seq.* (the “EFTA”), and Washington’s unfair business practices law, RCW 19.86.020, by issuing gift cards that expired earlier than 5 years after the date on which the gift cards were issued or funds were last loaded, and to otherwise obtain injunctive and monetary relief for all persons injured by REI’s conduct. Plaintiffs, for their Complaint, allege as follows upon personal knowledge as to himself and his own acts and

1 experiences, and, as to all other matters, upon information and belief, including investigation
2 conducted by his attorneys.

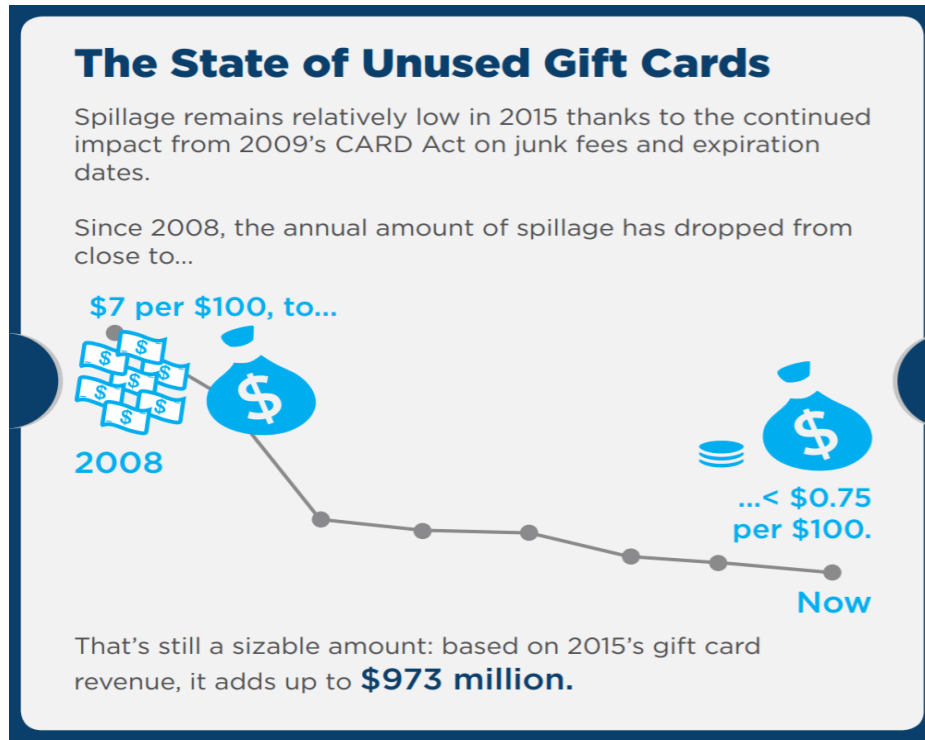
3 **I. INTRODUCTION**

4 1. In 1978, Congress passed the EFTA to protect consumers by “providing a basic
5 framework establishing the rights, liabilities, and responsibilities of participants in electronic
6 funds transfer systems.” Electronic Fund Transfer Act of 1978, Pub. L. No. 95-630, § 902, 92
7 Stat. 3728, 3728 (1978).

8
9 2. In 2009, Congress passed the Credit Card Accountability, Responsibility and
10 Disclosure Act (the “CARD Act”), amending and extending the EFTA to further protect
11 consumers in connection with their purchase of gift cards and other prepaid cards.

12 3. Importantly, the EFTA, as amended by the CARD Act, restricts expiration dates
13 on gift cards for the benefit of consumers, making it a violation to issue a gift card with an
14 expiration date earlier than 5 years after the date on which the gift card was issued, or the date
15 on which card funds were last loaded to the gift card. EFTA, 15 U.S.C. § 16931-1(c).

16
17 4. While the CARD Act has resulted in a significant reduction in gift cards that
18 have gone unused, consumers are still deprived of approximately \$1 billion in gift card value
19 per year:



5. As a result, to deter companies from illegally frustrating consumers' use of gift cards, companies that are found to have violated the EFTA are liable to consumers for the actual damages they sustained (i.e., the lost value of their gift cards), statutory damages, and reasonable attorneys' fees and costs. EFTA, 15 U.S.C. § 1693m(a).

6. Consistent with the EFTA, in 2004, "to protect consumers," the Washington legislature passed a gift card expiration law "prohibit[ing] acts and practices of retailers that deprive consumers of the full value of gift [cards], such as expiration dates" RCW 19.240.005. Accordingly, imposing expiration dates on gift cards is a *per se* unfair business practice. See RCW 19.86.093(2).

7. To deter unfair business practices, companies that are found to have violated Washington's unfair business practices law by, among other things, illegally imposing

¹ CEB Global, *Gift Cards State of the Union* (<https://www.cebglobal.com/content/dam/cebglobal/us/EN/best-practices-decision-support/financial-services/images/infographics/gift-cards-growth-and-risk-in-2015.pdf>).

1 expiration dates on gift cards are liable to consumers for up to three times the actual damages
2 they sustained (i.e., the value of the gift cards of which they have been deprived) and
3 reasonable attorneys' fees and costs. RCW § 19.86.090. Washington's unfair business
4 practices law also provides for an injunction to enjoin further unfair business practices. *Id.*

5 8. In this case, Plaintiffs, individually and on behalf of all others similarly situated
6 brings claims against REI pursuant to the EFTA and Washington's unfair business practices
7 law for damages and injunctive relief arising from REI's issuance of gift cards that expire in
8 less than 5 years, which unfairly deprived consumers of the full value of those gift cards.
9

10 II. PARTIES

11 9. Plaintiff Newell is a Pennsylvania resident.

12 10. Plaintiff Machado is a California resident.

13 11. REI is a Washington company headquartered in this District.
14

15 III. JURISDICTION AND VENUE

16 12. This Court has diversity jurisdiction of this action under 28 U.S.C. § 1332(d), as
17 the aggregate claims of the members of the putative Class exceed \$5 million, exclusive of
18 costs, and at least two members of the proposed Class are citizens of a different state than REI.

19 13. This Court has personal jurisdiction over Defendant and venue is proper in this
20 District under 28 U.S.C. § 1391(b) because Defendant resides in this District, and because the
21 wrongful conduct giving rise to this case was directed from this District.
22

23 IV. COMMON ALLEGATIONS

24 14. REI is a sporting goods cooperative owned by its members. Membership in REI
25 is marketed to the general public for a fee.
26
27

1 15. As part of its business REI issues an annual dividend to members. The annual
2 dividend is members' share of the cooperative's annual profits. Each member receives a
3 dividend that is a certain percentage of the amount the member spent at REI in the prior year.
4 If a member has not spent any money at REI in the prior year, the member does not receive a
5 dividend.

6 16. The member dividend is distinguished by REI from "rewards from purchases"
7 that members can earn by using an REI branded credit card to make purchases.
8

9 17. REI issues members dividends in the form of a gift card both in paper and
10 electronic form.

11 18. The gift cards are redeemable only at REI.

12 19. The gift cards are issued in a specified amount and are not reloadable.

13 20. The gift cards are purchased on a prepaid basis in exchange for payment.

14 21. The gift cards are honored upon presentation to REI for goods or services.

15 22. The gift cards do not include a statement on the front of the cards indicating that
16 the cards are issued for loyalty, reward, or promotional purposes.
17

18 23. And, most importantly, the gift cards expire earlier than 5 years after the date on
19 which the gift cards are issued, or the date on which funds are last loaded to the gift cards. In
20 fact, every year, on a single day in January every member gift card issued 2 years prior expires.
21 (For example, in January 2019 every gift card REI issued in March 2017 expired.)
22

23 24. As a result, every year, REI members are deprived of the full value of the gift
24 cards they paid membership fees and spent money on REI products to receive:

- 25 • Hi REI! I've been a member for the better part of a decade. In that time I've
26 really loved your stores and the whole vibe you've had. ... Recently however
27 I came across a card buried in my wallet that was a reminder that I had
dividends that had expired a few weeks ago. This is when I realized, in the

1 past year or so I no longer had been asked while I was shopping at your
2 stores if I wanted to use my dividend towards my purchase. ... I contacted
3 your customer service online (via email) to confirm I indeed had lost my
4 dividend in the prior weeks and why had REI changed it's policy on
5 informing members they could apply their dividend to their purchase. As this
6 change in policy would signal an unwillingness for those dividends to be
7 spent so they could expire and REI could recoup a potential loss.²

- Disappointed in @rei. Just went 2 spend my dividend & sales staff said half expired 4 days ago.³

V. PLAINTIFFS' ALLEGATIONS

8 25. Plaintiff Newell is an REI member who paid a fee to become a member.

9 26. In 2015, Plaintiff Newell purchased REI goods, entitling him to a dividend.

10 27. In 2016, REI issued Plaintiff Newell a dividend in the form of a gift card.

11 28. In early 2018, Newell's gift card expired.

12 29. As a result of the expiration of the gift card, Plaintiff Newell was deprived of the
13 unused balance on the gift card.

14 30. Plaintiff Machado is an REI member who paid a fee to become a member.

15 31. In 2016, Plaintiff Machado purchased REI goods, entitling him to a dividend.

16 32. In 2017, REI issued Plaintiff Machado a dividend in the form of a gift card.

17 33. In early 2019, Plaintiff Machado's gift card expired.

18 34. As a result of the expiration of the gift card, Plaintiff Machado was deprived of
19 the unused balance on the gift card.
20
21

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25 _____
26 ² REI member, Complaint (<https://www.facebook.com/REI/posts/hi-rei-ive-been-a-member-for-the-better-part-of-a-decade-in-that-time-ive-really/10156087652496484/>).

27 ³ REI member, Complaint (<https://twitter.com/rei/status/420266943254642689?lang=en>).

VI. CLASS ALLEGATIONS

1
2 35. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23(b)(2)
3 and Rule 23(b)(3) on behalf of himself and all others similarly situated and seeks certification
4 of the following Class:

5 All persons in the United States to whom REI issued a member
6 dividend in the form of a gift card and whose gift card expired
7 during the relevant limitations period.

8 36. The following individuals are excluded from the Class: (1) any Judge or
9 Magistrate presiding over this action and members of their families; (2) Defendant, its
10 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents
11 have a controlling interest and their current or former employees, officers and directors; (3)
12 Plaintiffs' attorneys; (4) persons who properly execute and file a timely request for exclusion
13 from the Class; (5) the legal representatives, successors or assigns of any such excluded
14 persons; and (6) persons whose claims against Defendant have been fully and finally
15 adjudicated and/or released. Plaintiffs anticipate the need to amend the Class definition
16 following appropriate discovery.
17

18 37. **Numerosity:** On information and belief, there are hundreds, if not thousands of
19 members of the Class such that joinder of all members is impracticable.

20 38. **Commonality and Predominance:** There are many questions of law and fact
21 common to the claims of Plaintiffs and the Class, and those questions predominate over any
22 questions that may affect individual members of the Class. Common questions for the Class
23 include, but are not necessarily limited to the following:
24

25 (a) whether the form in which REI issues the member dividend constitutes a
26 gift card;
27

1 (b) whether the gift cards have an impermissible expiration date;

2 (c) whether Defendant's conduct constitutes a violation of the EFTA;

3 (d) whether Defendant's conduct constitutes a violation of Washington's
4 unfair business practices law; and

5 (e) whether members of the Class are entitled to statutory damages and/or
6 treble damages in addition to actual damages, attorneys' fees, and costs.

7
8 39. **Adequate Representation:** Plaintiffs will fairly and adequately represent and
9 protect the interests of the Class, and have retained counsel competent and experienced in class
10 actions. Plaintiffs have no interests antagonistic to those of the Class, and Defendant has no
11 defenses unique to Plaintiffs. Plaintiffs and their counsel are committed to vigorously
12 prosecuting this action on behalf of the members of the Class, and have the financial resources
13 to do so. Neither Plaintiffs nor their counsel has any interest adverse to the Class.

14 40. **Appropriateness:** This class action is also appropriate for certification because
15 Defendant has acted or refused to act on grounds generally applicable to the Class, thereby
16 requiring the Court's imposition of uniform relief to ensure compatible standards of conduct
17 toward the members of the Class and making final class-wide injunctive relief appropriate.
18 Defendant's business practices apply to and affect the members of the Class uniformly, and
19 Plaintiffs' challenge of those practices hinges on Defendant's conduct with respect to the Class,
20 not on facts or law applicable only to Plaintiffs. Additionally, the damages suffered by
21 individual members of the Class will likely be small relative to the burden and expense of
22 individual prosecution of the complex litigation necessitated by Defendant's actions. Thus, it
23 would be virtually impossible for the members of the Class to obtain effective relief from
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1 Defendant's misconduct on an individual basis. A class action provides the benefits of single
2 adjudication, economies of scale, and comprehensive supervision by a single court.

3 **VII. FIRST CAUSE OF ACTION**
4 **Electronic Funds Transfer Act**
5 **(Violations of 15 U.S.C. 1693, et seq.)**
6 **(On Behalf of Plaintiff Machado and the Class)**

7 41. Plaintiff Machado repeats and realleges paragraphs 1 through 40 of this
8 complaint and incorporates them by reference.

9 42. The EFTA, as amended by the CARD Act, restricts expiration dates on gift
10 cards, making it a violation to issue a gift card with an expiration date earlier than 5 years after
11 the date on which the gift card was issued, or the date on which card funds were last loaded to
12 the gift card. EFTA, 15 U.S.C. § 16931-1(c).

13 43. REI issued gift cards to Plaintiff Machado and members of the Class that were
14 subject to expiration dates earlier than 5 years after the dates on which they were issued, or the
15 dates on which funds were last loaded to the gift cards.

16 44. In doing so, REI deprived Plaintiffs and Class members of the unused balance of
17 any gift cards that expired.

18 45. As a result, REI has violated the EFTA, and, pursuant to 15 U.S.C. § 1693m,
19 Plaintiff Machado and members of the Class are entitled to actual damages and statutory
20 damages to be determined by the Court, as well as reasonable attorneys' fees, the cost of this
21 action, and all other relief available under the EFTA.
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1 **VIII. SECOND CAUSE OF ACTION**
2 **Washington Unfair Business Practices Law**
3 **(Violation of RCW 19.86.020)**
4 **(On Behalf of Plaintiff Newell and the Class)**

5 46. Plaintiff Newell repeats and realleges the paragraphs 1 through 40 of this
6 complaint and incorporates them by reference.

7 47. Washington's gift certificate law restricts expiration dates on gift cards, making
8 it a violation to issue a gift card with any expiration date.

9 48. Washington's unfair business practices law prohibits unfair business practices
10 including violations of Washington's gift certificate law.

11 49. REI issued gift cards to Plaintiff Newell and members of the Class that were
12 subject to expiration dates.

13 50. In doing so REI deprived Plaintiff Newell and Class members of the unused
14 balance of any gift cards that expired.

15 51. As a result, REI has violated Washington's unfair business practices law, and,
16 pursuant to RCW 19.86.090, Plaintiff Newell and members of the Class are entitled to actual
17 damages that may be trebled by the Court and injunctive relief, as well as reasonable attorneys'
18 fees, the cost of this action, and all other relief available under Washington's consumer
19 protection statutes.
20

21 **IX. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, individually and on behalf of the Class, pray for the
23 following relief:

24 a) An order certifying the Class as defined above, and appointing Plaintiffs as the
25 representatives of the Class and their attorneys as Class Counsel;
26
27

1 b) An award of actual damages, trebled actual damages, statutory damages,
2 reasonable attorneys' fees, and costs;

3 c) An order declaring that REI's actions, as set out above, violate the EFTA and
4 Washington's gift certificate and unfair business practices laws;

5 d) An injunction requiring Defendant to cease issuing member dividends in the
6 form of gift cards with an expiration date; and

7 e) Such further and other relief as the Court deems just and proper.
8

9 **X. JURY DEMAND**

10 Plaintiffs request a jury trial.

11 RESPECTFULLY SUBMITTED AND DATED this 3rd day of May, 2019.

12 TURKE & STRAUSS LLP

13 By: /s/ Samuel J. Strauss, WSBA #46971
14 Samuel J. Strauss, WSBA #46971
15 Email: sam@turkestrauss.com
16 936 North 34th Street, Suite 300
17 Seattle, Washington 98103-8869
18 Telephone: (608) 237-1775
19 Facsimile: (608) 509-4423

20 *Attorneys for Plaintiffs*

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

JOUREY NEWELL and FELIPE MACHADO

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

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

Samuel J. Strauss, Turke & Strauss LLP, 936 North 34th St., Suite 300, Seattle, WA 98103, (608) 237-1775

DEFENDANTS

RECREATIONAL EQUIPMENT, INC.

County of Residence of First Listed Defendant King County, WA (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Each category contains a list of legal codes with checkboxes.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - 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): 15 U.S.C. § 1693

Brief description of cause: Willful violation of Electronic Funds Transfer Act and Washington State unfair business practices law

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 05/03/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Samuel J. Strauss, WSBA #46971

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

JOUREY NEWELL and FELIPE MACHADO,

Plaintiff(s)

v.

RECREATIONAL EQUIPMENT, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Recreational Equipment, Inc.
c/o Registered Agent
Corporate Creations Network Inc.
W 505 Riverside Ave., #500
Spokane, WA 99201

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:

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [REI Applied Illegal Expiration Dates to Gift Cards, Class Action Says](#)
