

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

SMITHFIELD FOODS INC., a Virginia Corporation, PATRICK CUDAHY, INC., a Delaware Corporation, ALLIANZ GLOBAL RISKS US INSURANCE COMPANY, a California Corporation, ACE AMERICAN INSURANCE COMPANY, a Pennsylvania Corporation, GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA, an Arizona Corporation, LIBERTY MUTUAL FIRE INSURANCE COMPANY, a Wisconsin Corporation, TOKIO MARINE & NICHIDO FIRE INSURANCE COMPANY, LTD., a New York Corporation, and CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON AND ITS MEMBERS SUBSCRIBING TO CONTRACT NO. DP685509(1), UNIQUE MARKET REFERENCE B0509685509, a Foreign Corporation, as subrogees of SMITHFIELD FOODS, INC. and PATRICK CUDAHY, INC.,

Case No. ___-___

**COMPLAINT AND DEMAND
FOR TRIAL BY JURY**

Plaintiffs,

v.

THE UNITED STATES DEPARTMENT OF
NAVY,

Defendant.

Todd B. Denenberg (admitted in ED of Wisconsin)
Alyssa J. Endelman (admitted in ED of Wisconsin)
Paul A. Casetta (admitted in ED of Wisconsin)
Denenberg Tuffley, PLLC
Attorneys for Plaintiff
28411 Northwestern Highway, Suite 600
Southfield, Michigan 48034
(248) 549-3900; (248) 593-5808 (fax)

COMPLAINT AND DEMAND FOR TRIAL BY JURY

THE PARTIES

1. Plaintiff, SMITHFIELD FOODS INC. (“Smithfield”), is a Virginia Corporation with its principal place of business in Virginia. Smithfield is duly authorized to conduct and transact business in the State of Wisconsin.

2. Plaintiff, PATRICK CUDAHY INCORPORATED (“Patrick Cudahy”), is a Delaware Corporation with its principal place of business located at One Sweet Apple-Wood Lane, Cudahy, Wisconsin 53110. Patrick Cudahy is a subsidiary of Smithfield is duly authorized to conduct and transact business in the State of Wisconsin. At all times described herein, Patrick Cudahy operated a 1,500,000 square foot pork processing facility (the “Cudahy Processing Facility”) at its Cudahy, Wisconsin location.

3. Plaintiff ALLIANZ GLOBAL RISKS US INSURANCE COMPANY (“Allianz”) is a California Corporation, with its principal place of business in California. Allianz is duly authorized to conduct and transact business in the State of Wisconsin as an insurance company. At all times described herein, Allianz provided property insurance to Smithfield pursuant to policy number P01058568 for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility. Allianz is a Plaintiff in its own right and as an assignee of ACE Bermuda Insurance Ltd. and Arch Insurance (Bermuda).

4. Plaintiff ACE AMERICAN INSURANCE COMPANY (“ACE American”) is a Pennsylvania Corporation, with its principal place of business in Pennsylvania. ACE American is duly authorized to conduct and transact business in the State of Wisconsin as an insurance company. At all times described herein, ACE American provided property insurance to

Smithfield pursuant to policy number JY09J0252923 for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility.

5. Plaintiff, GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA (“GSINDA”), is an Arizona Corporation, with its principal place of business in New York. GSINDA is duly authorized to conduct and transact business in the State of Wisconsin as an insurance company. At all times described herein, GSINDA provided property insurance to Smithfield pursuant to policy number 280732 for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility.

6. Plaintiff, LIBERTY MUTUAL FIRE INSURANCE COMPANY (“Liberty Mutual”), is a Wisconsin Corporation with its main administrative office located at 175 Berkeley Street, Boston, Massachusetts. Liberty Mutual is duly authorized to conduct and transact business in the State of Wisconsin as an insurance company. At all times described herein, Liberty Mutual provided property insurance to Smithfield pursuant to policy numbers X 58A-001605-00 and 430565600 for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility.

7. Plaintiff, TOKIO MARINE AND NICHIDO FIRE INSURANCE CO., LTD. (“Tokio Marine”), is a New York Corporation, with its principal place of business in New York. Tokio Marine is duly authorized to conduct and transact business in the State of Wisconsin as an insurance company. At all times described herein, Tokio Marine provided property insurance to Smithfield pursuant to policy number PRT000044171 for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility.

8. Plaintiffs, CERTAIN UNDERWRITERS AT LLOYD’S OF LONDON AND ITS MEMBERS SUBSCRIBING TO CONTRACT NO. DP685509(1), UNIQUE MARKET

REFERENCE B0509685509 (“Lloyd’s”), are foreign organizations and underwriters of insurance policies. Lloyd’s is comprised of a group of syndicates acting by and through their appointed active underwriters and with a principal place of business at 1 Lime Street, London, England. At all times described herein, Lloyd’s provided property insurance to Smithfield for various properties owned by Smithfield and its subsidiaries, including the Cudahy Processing Facility. Plaintiffs in Paragraphs 3-8 are collectively hereinafter known as “Plaintiff Insurers.”

9. Upon information and belief, Defendant, DEPARTMENT OF NAVY (“Navy”), is a department of the executive branch of the United States Federal Government. The United States Marine Corps falls under the umbrella of the Navy. The Navy’s principal place of business located at 1000 Navy Pentagon, Washington, D.C.

10. The incident that serves as the basis for this complaint occurred in Cudahy, Wisconsin.

JURISDICTION, VENUE AND CONDITIONS PRECEDENT

11. The claims herein are brought against the United States Department of Navy pursuant to the Federal Tort Claims Act 28 U.S.C. §1346 and 28 U.S.C. § 1331.

12. Venue is proper within this jurisdiction, pursuant to 28 U.S.C. § 1391, because the situs of the incident giving rise to this action occurred in the city of Cudahy, County of Milwaukee, in the State of Wisconsin.

13. Plaintiffs have fully complied with the provisions of 28 U.S.C. §2675 of the Federal Tort Claims Act.

14. This suit has been timely filed, in that Plaintiffs timely served notice of their claims on the United State Department of Navy. The claim was denied by the Navy on November 16, 2011. (Exhibit 1)

FACTUAL ALLEGATIONS

15. In 2007, Joshua Popp (“Mr. Popp”), was a reservist in the United States Marine Corps (the “USMC”) and was living at or near the USMC base located at Twentynine Palms, California.

16. Sometime in 2007, Mr. Popp was stationed at Camp Wilson for field training.

17. While stationed at Camp Wilson at Twentynine Palms, but outside of the field training grounds and outside the area where live munitions were allowed, Mr. Popp found a live, M125 green star cluster flare (the “Flare”).

18. Mr. Popp took the Flare off base, away from Camp Wilson, and transported it to Cudahy, Wisconsin, where his parents reside.

19. In July 2009, Mr. Popp traveled to Cudahy, Wisconsin to celebrate the Fourth of July Holiday with this parents and brother, Kurtis Popp.

20. At approximately 9:23 p.m. on Sunday, July 5, 2009, Joshua and Kurtis Popp launched the Flare outside their parents’ home, located at 3656 E. Holmes Avenue, Cudahy, Wisconsin 53110.

21. The flare traveled into the air and landed on the roof of the Cudahy Processing Facility.

22. Upon landing on the roof of the Cudahy Processing Facility, the flare exploded resulting in a massive fire.

23. Due to the fire and resulting damage, Smithfield submitted insurance claims with the Plaintiff Insurers for property damage and business interruption losses related to the fire. Pursuant to their respective policies, the Plaintiff Insurers paid Smithfield \$208,000,000.00. As a result of said payments, Plaintiff Insurers are legally, equitably and contractually subrogated to

Smithfield's rights against the Defendant and other parties who may bear responsibility for the fire to the extent of the payments made by Plaintiffs.

24. Further, Smithfield suffered uninsured losses in the amount of \$118,000,000.00, bringing the total claim to \$326,000,000.00.

COUNT ONE-NEGLIGENCE

25. Plaintiffs incorporate by reference Paragraphs 1-24 as if they were set forth herein.

26. Defendant Navy, through its agents, servants and employees was responsible for, among other things, the security and tracking of all ordnances on the Twentynine Palms military base, including Camp Wilson. The Navy was under a duty to exercise due care to strictly comply with policies, procedures and standards in place which controlled the security and tracking of said ordnances.

27. The Navy breached those duties by failing to strictly abide by the following:

- a. DOD 5100.76M which identifies "illumination" ordnances liked the M125 green star cluster flare as Category III controlled munitions;
- b. Marine Corps Base Order 8023.1 provides "Ammunition of explosives will not be appropriated for personal use;" and
- c. Marine Corps Base Order 8023.1 also outlines specific security protocol and restrictions for the use of a controlled ordnance, and sets forth a checklist for the security and tracking of all controlled ordnance.

28. The proscriptions referenced in Paragraph 35 against personal use and appropriation of a controlled ordnance are in place to prevent such an occurrence as took place July 5, 2009.

29. Upon information and belief, the Officer in Charge of the Camp Wilson training range was responsible for the control, handling, and accountability of all ammunition and explosives used in training exercises, and was required to ensure that all unexpended munitions are inventoried, verified and received for an appropriate storage activity.

30. Upon information and belief, if any Class V items should go missing, which would include the subject flare, that misplaced item requires a Missing, Lost, Stolen, or Recovered Report, as required by MCO 4340.1.

31. Defendant Navy violated their own policies, procedures and standards by failing to account for unused ordnance (including the flare) before and/or after training exercises, specifically the ordnance absconded by Mr. Popp.

32. By its own admission, the Navy's failure to account for misappropriated or misused Class V ammunition invariably could result in significant damage to property.

33. As a result of Defendant Navy's aforementioned breach of duties, Mr. Popp was able to abscond with the flare, his subsequent use of which resulted in the July 5, 2009 fire (and the damages set forth above).

WHEREFORE, the Plaintiffs are entitled to damages from the Navy and they do hereby pray that judgment be entered in their favor and against the Navy as follows:

1. Damages be awarded in the amount of \$365,000,000.00;
2. An award of attorneys fees and costs;
3. Any and all interest which may or has accrued; and
4. Such other and further relief as the court deems just and equitable.

NOW COMES Plaintiff, SMITHFIELD FOODS INC., et al., by and through its attorneys,
Denenberg Tuffley, PLLC, and hereby demands a trial by jury in the above-captioned case.

Respectfully submitted,

DENENBERG TUFFLEY, PLLC

By: /s/Alyssa J. Endelman
Todd B. Denenberg (admitted in ED of Wisconsin)
Alyssa J. Endelman (admitted in ED of Wisconsin)
Paul A. Casetta (admitted in ED of Wisconsin)
Denenberg Tuffley, PLLC
Attorneys for Plaintiff
28411 Northwestern Hwy, Suite 600
Southfield, MI 48034
(248) 549-3900

Dated: December 19, 2011

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

SMITHFIELD FOODS INC., a Virginia Corporation, PATRICK CUDAHY, INC., a Delaware Corporation, ALLIANZ GLOBAL RISKS US INSURANCE COMPANY, a California Corporation, ACE AMERICAN INSURANCE COMPANY, a Pennsylvania Corporation, GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA, an Arizona Corporation, LIBERTY MUTUAL FIRE INSURANCE COMPANY, a Wisconsin Corporation, TOKIO MARINE & NICHIDO FIRE INSURANCE COMPANY, LTD., a New York Corporation, and CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON AND ITS MEMBERS SUBSCRIBING TO CONTRACT NO. DP685509(1), UNIQUE MARKET REFERENCE B0509685509, a Foreign Corporation, as subrogees of SMITHFIELD FOODS, INC. and PATRICK CUDAHY, INC.

Case No. -

JURY DEMAND

Plaintiffs,

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THE UNITED STATES DEPARTMENT OF
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Attorneys for Plaintiff
28411 Northwestern Highway, Suite 600
Southfield, Michigan 48034
(248) 549-3900; (248) 593-5808 (fax)

_____/

JURY DEMAND

Respectfully submitted,

DENENBERG TUFFLEY, PLLC

By: /s/Alyssa J. Endelman

Todd B. Denenberg (admitted in ED of Wisconsin)

Alyssa J. Endelman (admitted in ED of Wisconsin)

Paul A. Casetta (admitted in ED of Wisconsin)

Denenberg Tuffley, PLLC

Attorneys for Plaintiff

28411 Northwestern Hwy, Suite 600

Southfield, MI 48034

(248) 549-3900

Dated: December 19, 2011

EXHIBIT 1



DEPARTMENT OF THE NAVY
OFFICE OF THE JUDGE ADVOCATE GENERAL
TORT CLAIMS UNIT NORFOLK
9620 MARYLAND AVENUE SUITE 205
NORFOLK VA 23511-2949

IN REPLY REFER TO

5890
Ser J111337
November 16, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TODD B DENENBERG ESQ
DENENBERG TUFFEY PLLC
28411 NORTHWESTERN HWY SUITE 600
SOUTHFIELD MI 48034

Dear Mr. Denenberg:

SUBJECT: CLAIM OF SMITHFIELD FOODS COMPANY, ET AL; OUR FILE
NO. J111337

This responds to your administrative claim in the amount of \$325,492,735.25 for damages allegedly resulting from a fire that occurred at Patrick Cudahy Inc.'s processing facility in Cudahy, Wisconsin, on July 5, 2009. The claim of Smithfield Foods Company and its subrogating carriers was analyzed under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2401 (b), and 2671-2680. Our investigation has determined that the United States is not liable under the FTCA for the damages claimed.

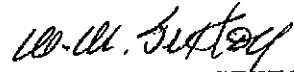
Under the FTCA, the United States has waived its sovereign immunity only for damages caused by the negligent acts of an employee of the Government while that employee is acting within the scope of his office or employment. The Navy has now completed its investigation into the circumstances surrounding this incident. The damages claimed were not caused by any negligent act or omission on the part of an employee of the United States acting within the scope of his employment. Accordingly, your client's claim is denied.

If your client disagrees with this decision, be advised that Smithfield Foods Company has six months from the date of mailing of this letter to file suit in the appropriate federal district

5890
Ser J111337
November 16, 2011

court. If you have any questions, please contact me at (757)
341-4561.

Sincerely,



WILLIAM M. SEXTON
Tort Claims Attorney

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

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

I. (a) PLAINTIFFS
 SMITHFIELD FOODS, INC., a Virginia Corporation, et al

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Todd B. Denenberg, Denenberg Tuffley, PLLC
 Alyssa J. Endelman
 28411 Northwestern Hwy, #600, Southfield, MI 48034 (248) 549-3900

DEFENDANTS
 THE UNITED STATES DEPARTMENT OF NAVY,

County of Residence of First Listed Defendant Washington County
 (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 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	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 (Excl. 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 - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. 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 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<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"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 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 Constitutionality of State Statutes

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

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1346

Brief description of cause:
Failure to enforce policies and procedures for control of ordinances

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint: JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

SMITHFIELD FOODS INC., a Virginia Corporation, et al

Plaintiff

v.

THE UNITED STATES DEPARTMENT OF NAVY

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) General Counsel of the Navy
Navy Litigation Office
720 Kennon Street SE
Bldg. 36, Room 233
Washington Navy Yard, DC 20374-5013

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:

Todd B. Denenberg, Esq.
Alyssa J. Endelman, Esq.
Paul A. Casetta, Esq.
DENENBERG TUFFLEY, PLLC
28411 Northwestern Hwy., #600
Southfield, MI 48034

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.

JON W. SANFILIPPO
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: