

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

SCOTT PEARLSTONE, individually and on)
behalf of similarly situated individuals,)

Plaintiff,)

v.)

COSTCO WHOLESALE CORPORATION,)

Defendant.)

Case No. _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Scott Pearlstone, brings this Class Action Complaint against Defendant, Costco Wholesale Corporation (“Costco”), to stop Defendant’s practice of unlawfully shortchanging consumers by withholding a portion of the money refunded on cancelled store memberships, and to obtain redress for all those harmed by Defendant’s conduct. For his Class Action Complaint, Plaintiff alleges as follows based on personal knowledge as to himself and his own acts and experiences, and as to all other matters, on information and belief, including an investigation by his attorneys.

NATURE OF THE ACTION

1. Defendant is the second largest retailer in the world, and an operator of retail stores known as “member warehouse clubs.” At its retail store locations, Defendant offers a variety of merchandise as well as exclusive membership services.

2. Consumers purchase a 12-month membership in order to access and shop at Defendant’s stores. Generally, only paying members have the ability to purchase merchandise at Costco warehouses. Upon expiration or cancellation of the 12-month membership period, former

members are neither permitted to shop at Defendant's warehouses, nor are they entitled to membership privileges.

3. Defendant maintains a Risk-Free 100% Satisfaction Guarantee on both memberships and merchandise. Defendant styles this guarantee as the "Costco Double Guarantee," and prominently advertises the guarantee on signage throughout its warehouses and on its website.

4. With its Risk-Free 100% Satisfaction Guarantee, Defendant promises members that they may cancel their membership and receive a refund of all membership fees in full, at any time and for any reason, if they are dissatisfied.

5. Despite this guarantee, Defendant has a practice of refusing to reimburse the full amount of membership fees to certain members who cancel their memberships.

6. Defendant's practice of refusing to reimburse the full amount of cancelled membership fees is a breach of the terms of Defendant's own Risk-Free 100% Satisfaction Guarantee.

7. Accordingly, Plaintiff brings this action on his own behalf and on behalf of similarly situated individuals in order to obtain redress for those who cancelled memberships with Defendant but did not receive a full refund of the amount originally paid for the membership due to Defendant's unlawful membership cancellation practices.

PARTIES

8. Plaintiff, Scott Pearlstone, is a natural person and a resident of Missouri.

9. Defendant, Costco Wholesale Corporation, is a Washington corporation with its principal place of business in Issaquah, Washington.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this case and the claims at issue

pursuant to 28 U.S.C. § 1332(d), because this case is a class action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; there are greater than 100 putative class members; at least one putative class member is a citizen of a state other than Defendant's states of citizenship; and none of the exceptions under subsection 1332(d) apply to this action.

11. This Court has personal jurisdiction over Defendant because Plaintiff's claims arise out of Defendant's unlawful in-state activities. Defendant breached its agreement with Plaintiff in this state by unlawfully withholding a portion of the money refunded on Defendant's membership cancelled from within this state. Defendant also advertises and sells memberships from its stores located in Missouri, such that it has sufficient minimum contacts with Missouri and has purposely availed itself of Missouri markets to make it reasonable for this Court to exercise jurisdiction over Defendant.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, as Defendant's transactions with Plaintiff and its alleged breach of contract occurred in this District.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

13. Defendant is a multinational corporation that operates an international chain of membership warehouses, many of which carry the "Costco Wholesale" name.

14. As of February 9, 2018, Defendant operated 747 warehouses worldwide, with 519 stores in the U.S. located across 44 states and Puerto Rico.

15. Defendant styles its stores as "member warehouse clubs," and consumers generally must purchase a 12-month term membership to be able to fully access and shop at Defendant's stores.

16. As of November 26, 2017, Defendant had 91.5 million members and 49.9 million membership households.

17. Defendant offers two levels of memberships for consumers: a basic, entry-level membership at a \$60 annual fee, and an executive membership at a \$120 annual fee. Both levels of membership provide similar access to Costco warehouses and member services, but Defendant heavily markets its executive memberships and encourages shoppers to sign up for the more expensive membership level.

18. For example, as way of inducing consumers to enroll at the more expensive executive level, Defendant offers to provide executive members with 2% “rewards” – a certificate providing Costco store credit in the amount of 2% of an executive member’s qualifying purchases made over a certain period. Defendant’s 2% rewards are generally issued in membership renewal notices and are only redeemable at Defendant’s warehouse locations.

Defendant’s Risk-Free 100% Satisfaction Guarantee

19. Before a consumer can become a Costco member and shop at one of Defendant’s stores, they must complete a membership application and agree to Defendant’s Member Privileges & Conditions (a true and accurate copy of which is attached hereto as Exhibit A).

20. Defendant’s Member Privileges & Conditions constitute a contract of adhesion between Defendant and its customers. The terms of the Member Privileges & Conditions are drafted by Defendant, are nonnegotiable, and are subject to change by Defendant at any time.

21. The scope of Defendant’s Member Privileges & Conditions is extremely broad. Because all customers must agree to the Member Privileges & Conditions before becoming a Costco member and shopping at one of Defendant’s stores, Defendant’s Member Privileges & Conditions apply nationwide and uniformly to each Costco member who enrolls in a membership

and purchases merchandise from one of Defendant's stores.

22. One of the material and essential terms of Defendant's Member Privileges & Conditions is its "Risk-Free 100% Satisfaction Guarantee."

23. Defendant's Risk-Free 100% Satisfaction Guarantee applies generally to both merchandise and memberships. Styling this guarantee as the "Costco Double Guarantee," Defendant prominently advertises the guarantee on signage throughout its retail locations and on its website.

24. Under its Risk-Free 100% Satisfaction Guarantee, Defendant generally promises that customers have the right to cancel their membership at any time for any reason and receive a full refund of the membership fee. The Member Privileges & Conditions state as follows:

Risk-Free 100% Satisfaction Guarantee On Membership: We will cancel and refund your membership fee in full at any time if you are dissatisfied.

(Exh. A).

25. Defendant's customers expect and understand that Defendant's Risk-Free 100% Satisfaction Guarantee is a material term of their agreement with Defendant at the time they agree to Defendant's Member Privileges & Conditions.

Defendant's Failure to Honor Its Risk-Free 100% Satisfaction Guarantee

26. Defendant repeatedly and systematically breaches its Risk-Free 100% Satisfaction Guarantee by failing to provide full refunds of membership fees to executive members who cancel their membership, instead refunding less than the amount originally paid for such memberships.

27. On information and belief, instead of reimbursing the full amount of membership fees paid for executive memberships—as it promises to do under its Risk-Free 100% Satisfaction Guarantee—Defendant instead reduces the amount of a cancelling member's refund by the

amount of Costco store credit earned as part of the executive membership's 2% reward program. Thus, an executive member who cancels their membership does not receive the full value of what they originally paid for their membership.

28. Defendant's practice of failing to refund the full value of executive members' membership fees is a breach of Defendant's Risk-Free 100% Satisfaction Guarantee, under which Defendant promises to cancel and refund membership fees "in full" at any time a member is dissatisfied.

Facts Specific to Plaintiff

29. On March 9, 2017, Plaintiff enrolled in a 12-month executive membership with Defendant at one of Defendant's stores located at 301 Highlands Blvd. Drive, Manchester, MO 63011. Plaintiff paid \$110 for the executive membership.¹

30. Plaintiff was initially reluctant about enrolling at the more expensive, executive membership level, but Defendant's sales staff assured Plaintiff that under Defendant's Risk-Free 100% Satisfaction Guarantee, he could cancel at any time, for any reason, and receive a full refund of his membership fee.

31. Before Plaintiff enrolled in the executive membership, he reviewed and completed a membership application and agreed to Defendant's Member Privileges & Conditions.

32. Later, Plaintiff became dissatisfied with his experience and his executive membership, and he subsequently cancelled his membership.

33. Upon cancelling his executive membership, Plaintiff was refunded only a portion of the amount he had originally paid for his executive membership. Specifically,

¹ After Plaintiff became a Costco executive member, Defendant increased the executive membership fee. The fee for a 12-month executive membership is presently \$120.

Defendant only refunded \$86.13 instead of the \$110 membership fee Plaintiff originally paid.

34. Plaintiff complied with all of the terms of Defendant's Member Privileges & Conditions in cancelling his membership.

35. Plaintiff satisfied all conditions and duties under the Member Privileges & Conditions.

36. Defendant nonetheless breached its Member Privileges & Conditions and failed to honor its Risk-Free 100% Satisfaction Guarantee.

37. Plaintiff is not alone in his experiences, and many of Defendant's other customers throughout the country have had nearly identical experiences.

CLASS ACTION ALLEGATIONS

38. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23 on his own behalf and on behalf of a nationwide class (the "Class") with one subclass (the "Subclass" or "Missouri Subclass") defined as follows:

The Class: All persons in the U.S. who, during the applicable limitations period, purchased an executive membership from Defendant; cancelled the executive membership; and were not refunded the full value of the executive membership fee they originally paid.

The Missouri Subclass: All persons who, during the applicable limitations period, purchased an executive membership from Defendant in Missouri; cancelled the executive membership; and were not refunded the full value of the executive membership fee they originally paid.

39. Expressly excluded from the Class and Subclass are any members of the judiciary assigned to preside over this matter; any officer or director of Defendant; and any immediate family member of such officer or director.

40. There are hundreds if not thousands of members of the Class and Subclass, making the members of the Class and Subclass so numerous that joinder of all members is

impracticable. Although the exact number of members of the Class and Subclass is presently unavailable to Plaintiff, the members of the Class and Subclass can be easily identified through Defendant's records of executive membership cancellations during the class period.

41. Plaintiff's claims are typical of the claims of the other members of the Class and Subclass, as Plaintiff and the other members of the Class and Subclass have all suffered harm and monetary damages as a result of Defendant unlawfully withholding a portion of the money refunded on cancelled membership fees in breach of its Risk-Free 100% Satisfaction Guarantee.

42. Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclass. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the other members of the Class and Subclass, and they have the financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the other members of the Class and Subclass.

43. Defendant has acted and failed to act on grounds generally applicable to Plaintiff and the other members of the Class and Subclass, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclass.

44. Absent a class action, most members of the Class and Subclass would find the cost of litigating their claims to be prohibitive and would have no effective remedy. Unless the Class and Subclass are certified, Defendant will retain the monies it unlawfully withheld from the members of the Class and Subclass.

45. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts

and the litigants and promotes consistency and efficiency of adjudication.

46. There are many questions of law and fact common to the claims of Plaintiff and the other members of the Class and Subclass, and those questions predominate over any questions that may affect individual members of the Class and Subclass. Common questions for the Class and Subclass include, but are not limited to, the following:

- (a) Whether Defendant's Member Privileges & Conditions constitute a valid and enforceable contract between Defendant and its customers;
- (b) Whether any contract formed by the purchase of an annual membership includes the terms set forth in Defendant's Risk-Free 100% Satisfaction Guarantee;
- (c) Whether Defendant's Risk-Free 100% Satisfaction Guarantee contains a promise to refund all amounts paid for cancelled executive memberships;
- (d) Whether Defendant breached its contract with its customers by failing to refund the full value of fees paid for cancelled executive memberships;
- (e) Whether Defendant has been unjustly enriched by its failure to refund the full value of fees paid for cancelled executive memberships;
- (f) Whether the Class and Subclass members have sustained damages as a result of Defendant's failure to refund the full value of fees paid for cancelled executive memberships;
- (g) Whether Defendant's conduct constitutes a violation of the Missouri Merchandising Practices Act.

COUNT I
BREACH OF CONTRACT
(on behalf of the Class and Missouri Subclass members)

47. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

48. Plaintiff and the other members of the Class and Subclass entered into valid contracts with Defendant when they enrolled in Defendant's executive membership program and agreed to Defendant's Member Privileges & Conditions.

49. The contracts between Plaintiff and the other members of the Class and Subclass and Defendant are supported by bargained-for consideration and are entered into between Plaintiff and the other members of the Class and Subclass and Defendant following offer and acceptance of the definite and certain terms set forth in Defendant's Member Privileges & Conditions brochure attached hereto.

50. The terms contained in Defendant's Member Privileges & Conditions brochure attached hereto constitute the entire written agreement between Plaintiff and the other members of the Class and Subclass and Defendant.

51. Defendant's agreements with Plaintiff and the other members of the Class and Subclass include Defendant's Risk-Free 100% Satisfaction Guarantee, which states:

Risk-Free 100% Satisfaction Guarantee On Membership: We will cancel and refund your membership fee in full at any time if you are dissatisfied.

(Exh. A).

52. Under Defendant's agreements with Plaintiff and the other members of the Class and Subclass, Defendant promised Plaintiff and the other members of the Class and Subclass that they could cancel their executive memberships "at any time," after which they would receive a refund "in full" of the membership fees paid to Defendant. (*Id.*).

53. Plaintiff and the other members of the Class and Subclass attempted to exercise their rights under their respective agreements with Defendant to cancel their respective executive memberships and receive a full refund of their membership fees.

54. Plaintiff and the other members of the Class and Subclass complied with all of the terms of Defendant's Member Privileges & Conditions and satisfied all conditions and duties for the transactions at issue.

55. Defendant nonetheless failed to honor its Risk-Free 100% Satisfaction Guarantee

and thus breached its contracts with Plaintiff and the other members of the Class and Subclass by failing to refund the full value of fees paid for cancelled executive memberships.

56. As a result of Defendant's breaches of its agreements with Plaintiff and the other members of the Class and Subclass, Plaintiff and the other members of the Class and Subclass have suffered actual, concrete harm and are entitled to recover compensatory and consequential damages in an amount to be determined at trial.

COUNT II
UNJUST ENRICHMENT
(in the alternative to Count I, on behalf of the Class and Missouri Subclass members)

57. Plaintiff incorporates by reference all of the allegations in paragraphs 1 - 46 as if fully set forth herein.

58. Plaintiff and the other Class and Subclass members conferred a benefit on Defendant when they enrolled in executive memberships and paid Defendant their membership fees.

59. Defendant unjustly retained a portion of this benefit when, as explained above, Plaintiff and the other Class and Subclass members cancelled their executive memberships and Defendant failed to refund the full value of fees paid for cancelled executive memberships.

60. The benefit Defendant retained is measurable by calculating the difference between the fees originally paid for each executive membership and the value of what was actually refunded. Defendant has been unjustly enriched by any portion of this difference that it has retained or withheld, or any monies it has derived from retained or withheld amounts. Defendant appreciates or has knowledge of such benefit.

61. Defendant was not authorized to burden Plaintiff and the other Class and Subclass members with these fees, and Defendant's retention of this benefit violates fundamental

principles of justice, equity, and good conscience

62. It would be inequitable and unjust for Defendant to retain the benefit of monies wrongfully withheld on refunds.

63. Therefore, to the extent that Defendant unlawfully retained any portion of membership fees for executive memberships, Defendant has been enriched, and it would be unjust to allow Defendant to retain the enrichment.

64. Because Defendant will be unjustly enriched if it is allowed to retain such funds, Plaintiff and the other Class and Subclass members are entitled to an order requiring Defendant to disgorge any benefit it has unjustly retained and requiring Defendant to pay restitution to Plaintiffs and the other Class and Subclass members in the amount by which Defendant was unjustly enriched from each Class and Subclass member's refund.

COUNT III
VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT
(Mo. Rev. Stat. 407.010 *et seq.* on behalf of the Missouri Subclass Members)

65. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

66. Section 407.020 of the Missouri Merchandising Practices Act ("MMPA") states in relevant part that:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce . . . in or from the state of Missouri, is declared to be an unlawful practice.

Mo. Rev. Stat. § 407.020.1.

67. Defendant is a "person" engaged in "trade" or "commerce," and Defendant's transactions with Plaintiff and the other members of the Missouri Subclass are "sales" as defined under Mo. Rev. Stat. § 407.010.

68. Plaintiff and the other members of the Missouri Subclass are persons who purchased executive memberships from Defendant primarily for personal, family, or household purposes and suffered an ascertainable loss of money as a result of Defendant's unlawful conduct described herein. Mo. Rev. Stat. § 407.025.1.

69. Defendant acted with, used, or employed deception, fraud, false pretense, false promise, misrepresentation, unfair practices or concealed, suppressed, or omitted material facts in connection with the sale or advertisement of merchandise in trade or commerce in violation of Section 407.020.1 of the MMPA.

70. Defendant committed deceptive acts under the MMPA by representing to Plaintiff and the other members of the Missouri Subclass that they could obtain a full refund of cancelled membership fees, even though in actuality Defendant followed a practice of failing to refund the full value of fees paid for cancelled executive memberships.

71. Defendant knew and understood that it would not refund the full amount of executive membership fees at the time Plaintiff and the other Missouri Subclass members enrolled in their respective memberships, and Defendant intended that Plaintiff and the other Missouri Subclass members would rely on its misrepresentations.

72. Plaintiff and the Missouri Subclass members did in fact rely on Defendant's misrepresentations, as demonstrated by their purchase of executive memberships and subsequent attempts to invoke the terms of Defendant's Risk-Free 100% Satisfaction Guarantee, and they would have acted differently had they known that the representations Defendant made were false. Plaintiff and the Missouri Subclass members would not have signed up at the more expensive, executive level, or would not have purchased a membership at all.

73. Defendant also committed unfair acts under the MMPA. Under regulations

promulgated by the Missouri Attorney General, “[i]t is an unfair practice for any person in connection with the sale of merchandise to unilaterally breach unambiguous provisions of consumer contracts.” Mo. Code Regs. Ann. tit. 15 § 60-8.070.

74. As alleged above, Defendant unilaterally breached the terms of its Member Privileges & Conditions and the agreements’ Risk-Free 100% Satisfaction Guarantee when it failed to refund the full value of fees paid for cancelled executive memberships.

75. Defendant’s actions are oppressive, unethical, and unscrupulous, and have caused substantial injury to Plaintiff and the other Missouri Subclass members as a whole by imposing additional, unlawful costs on those who attempt to invoke their rights under Defendant’s Member Privileges & Conditions and the agreements’ Risk-Free 100% Satisfaction Guarantee. *See* Mo. Code Regs. Ann. tit. 15 § 60-8.020.

76. Defendant’s unlawful conduct has resulted in an ascertainable loss of money. Plaintiff and the other members of the Missouri Subclass have suffered monetary losses in an amount equal to the difference between the amount of membership fees originally paid for their respective executive memberships and the lesser value of what was actually refunded.

77. Pursuant to Mo. Rev. Stat. § 407.025, Plaintiffs and the other members of the Missouri Subclass are entitled to recover their actual damages in an amount to be proven at trial, an award of punitive damages, an award of reasonable attorney’s fees, injunctive relief prohibiting Defendant’s unfair and deceptive conduct prospectively, and any other penalties or awards that may be appropriate under applicable law.

WHEREFORE, Plaintiff, on his own behalf and on behalf of the Class and the Subclass, prays for the following relief:

A) An order certifying the Class and Subclass as defined above;

- B) An award of actual or compensatory damages under Count I in an amount to be determined at trial or, in the alternative, disgorgement of all funds unjustly retained by Defendant under Count II;
- C) An award of actual or compensatory damages under Count III in an amount to be determined at trial;
- D) An award of punitive damages under Count III in an amount to be determined at trial;
- E) Injunctive relief under Count III prohibiting Defendant from continuing to commit the deceptive and unfair acts alleged herein;
- F) An award of reasonable attorney's fees and costs; and
- G) Such further and other relief the Court deems reasonable and just.

JURY DEMAND

Plaintiffs request trial by jury of all claims that can be so tried.

Dated: April 19, 2018

SCOTT PEARLSTONE, individually and on
behalf of similarly situated individuals

By: /s/ Lanny Darr
One of Plaintiff's Attorneys

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Attorneys for Plaintiff and the putative classes

Exhibit A

COSTCO EXECUTIVE & GOLD STAR MEMBERSHIP APPLICATION



ITEM 322130

☐ **Get paid to shop!**
EXECUTIVE MEMBERSHIP
\$60 a year plus an additional \$60 upgrade fee a year. Includes one free Household Card. Limit one Executive Membership per household or business. Includes an annual 2% Reward (up to \$1,000) on qualified Costco purchases. Terms, conditions and exclusions apply. See the membership counter for details.



ITEM 322129

☐ **GOLD STAR MEMBERSHIP**
\$60 a year. Includes one free Household Card.

Please include sales tax in all applicable states. Costco accepts all Visa® cards, as well as Costco credit cards, cash, checks, debit/ATM cards, EBT and Costco Cash Cards. Fees are subject to change.

PRIMARY MEMBER

TITLE: ☐DR ☐MR ☐MRS ☐MS ☐PROF ☐REV

FIRST NAME INITIAL NICKNAME

LAST NAME SUFFIX: ☐JR ☐SR ☐II ☐

ADDRESS LINE 1

ADDRESS LINE 2 CITY STATE ZIP CODE

ID TYPE*: ☐DRIVER'S LICENSE ☐STATE ID CARD ☐PASSPORT ☐MILITARY ID ☐OTHER STATE: ID NUMBER:

BIRTHDATE PHONE TYPE: ☐BUSINESS ☐HOME ☐MOBILE [AREA CODE] PHONE NUMBER EXTENSION

EMAIL ADDRESS ☐YES, I would like online access to my membership on Costco.com. EMPLOYER [optional]

Costco is continually developing new and exciting programs and services at substantial savings for our members.
☐ Check here if you do not want your name, postal address, email address, and membership number and status shared with carefully selected partners so they may qualify you for these offerings.

FREE HOUSEHOLD MEMBER [optional]

A Household Card is available to a Primary Cardholder's spouse, domestic partner, or anyone over the age of 18 and living at the same address. Household Cardholders will be asked to present proof that they live at the same address as the Primary Cardholder.

TITLE: ☐DR ☐MR ☐MRS ☐MS ☐PROF ☐REV

FIRST NAME INITIAL NICKNAME

LAST NAME SUFFIX: ☐JR ☐SR ☐II ☐

ID TYPE*: ☐DRIVER'S LICENSE ☐STATE ID CARD ☐PASSPORT ☐MILITARY ID ☐OTHER STATE: ID NUMBER:

BIRTHDATE PHONE TYPE: ☐BUSINESS ☐HOME ☐MOBILE [AREA CODE] PHONE NUMBER EXTENSION

EMAIL ADDRESS ☐YES, I would like online access to my membership EMPLOYER [optional]

Costco is continually developing new and exciting programs and services at substantial savings for our members.
☐ Check here if you do not want your Household Cardholder's information shared as well.

PERSONAL ADMINISTRATOR: A Personal Administrator will be authorized to make changes to your membership. This includes changing the address, phone number, adding or removing members, updating communication preferences, and upgrading or renewing a membership. They must be a current Costco member.

* A valid government-issued photo ID is required if you plan to pay by check.

Note: Completion of this application constitutes acceptance of Costco's Privileges and Conditions of Membership, including our privacy policies and practices, which are attached here and also available at the membership counter or online at Costco.com. Please provide your Household Cardholders and any Affiliate Members with this information. **Renewal Policy –** Memberships renewed within 2 months after expiration of the current membership year will be extended for 12 months from the expiration date. Memberships renewed more than 2 months after such expiration will be extended for 12 months from the renewal date. All cards on the membership account will expire at the same time as the Primary Membership, regardless of their activation date.

X
SIGNATURE OF COSTCO MEMBERSHIP APPLICANT

DATE MBR000100B 0317

FOR COSTCO USE ONLY:

MEMBERSHIP #
AWARENESS CODE CLERK
TILL# AMOUNT PAID
PAYMENT TYPE DATE

MEMBER PRIVILEGES & CONDITIONS

We look forward to serving you as a Costco member. If you have any questions, please ask our member services personnel at any Costco membership counter or visit us at Costco.com.

Membership Membership is available to all qualifying individuals 18 years of age and over. • Costco reserves the right to refuse membership to any applicant and membership may be terminated at Costco's discretion and without cause. • Membership is subject to any and all rules adopted by Costco including our privacy policies and practices, and they may be amended from time to time without notice. • Members are required to present valid U.S., PR, or CN state, provincial or federal government-issued photo ID, or any valid passport before signing up for membership.

Membership Cards and Fees Membership fee is for one 12-month period from the date of enrollment of the Primary Cardholder. • Your membership card is valid at any Costco warehouse worldwide and is not transferable. • You will be required to show your membership card when entering any Costco warehouse and when checking out at a payment register. Bar codes, photos or other copies are not acceptable. • Your membership card must have a card number and your photo to be valid. If your photo is not on your card, you must present valid U.S., PR, or CN state, provincial or federal government-issued photo ID, or any valid passport at the membership counter to have your photo added to your card. • Report lost or stolen cards to any Costco membership counter immediately, or call 1-800-774-2678. • Cards remain the property of Costco and must be returned upon request. • One free Household Card is available to a Primary or Affiliate Members' spouse, domestic partner, or anyone over the age of 18 and living at the same address. Household Cardholders will be asked to present proof that they live at the same address as either the Primary or Affiliate Member. • Limit one Executive Membership per household or business.

Renewing, Adding or Deleting Cards You will receive a renewal notice by mail each year. Renewal fees are due no later than the last day of the month your membership expires. You may remit your renewal fee by mail, online at Costco.com or at any warehouse. Costco members may charge their membership fees automatically on their Costco credit card or any Visa® card; the card will be charged on the first day of your renewal month. Members who auto-renew their membership will not receive a renewal notice in the mail. • Membership renewal must be completed for all cardholders on the membership when the renewal is processed. • You will not receive new membership cards each year. • Memberships renewed within 2 months after expiration of the current membership year will be extended for 12 months from the expiration date. Memberships renewed more than 2 months after such expiration will be extended for 12 months from the renewal date. All renewals will be at the membership fee in effect on the date the membership fee is paid. • The Primary Member must authorize renewal or cardholder changes, including additions or deletions, and is responsible for the membership. • The Primary Member may choose to designate a current Costco member as a Personal Administrator or Business Administrator to make changes to the membership. These designated Administrators are authorized to change the address, phone number, update communication preferences and upgrade or renew the membership. The Administrator cannot remove the Primary Member or change Affiliate Members' personal information. • Primary Business Members or Business Administrators may add additional Cardholders (Affiliates) to their membership. To add cardholders to your Business Membership, visit the membership counter at any warehouse.

Risk-Free 100% Satisfaction Guarantee On Membership: We will cancel and refund your membership fee in full at any time if you are dissatisfied. • On Merchandise: We guarantee your satisfaction on every product we sell, and will refund your purchase price, with the following exceptions:

- Electronics: Costco will accept returns within 90 days (from the date member received merchandise) for Televisions, Tuner-Free Displays, Projectors, Major Appliances (refrigerators above 10 cu. ft., freezers, ranges, cooktops, over-the-range microwaves, dishwashers, washers and dryers), Computers, Touchscreen Tablets, Cameras, Camcorders, MP3 players and Cellular Phones (return details will vary by carrier service contract).
- Diamonds: 1.00ct or larger: Members returning a diamond over 1.00ct must also present all original paperwork (IGI and/or GIA certificates) at which time they will receive a Jewelry Credit Memo. Within 48 hours, our Costco Graduate Gemologist will inspect for authenticity and condition.

- Cigarettes and alcohol: Costco does not accept returns on cigarettes or alcohol where prohibited by law.
- Refunds for products with a limited useful life expectancy, sold with a product-specific limited warranty will be prorated.
- Special Order Kiosk and Custom Installed Programs: Custom product(s) manufactured to our member's personal and unique specifications cannot be returned or refunded, except for warranty repair/replacement due to failure to meet specifications.

Prices Each item is marked with an item number or a UPC Code. The price of the item, along with the description and identifying number, is posted with the item.

Payment Costco accepts all Visa cards, as well as Costco credit cards, cash, checks, debit/ATM, EBT and Costco Cash Cards. Photo identification and approval by a supervisor or manager may be required.

Cash, checks and EBT are not accepted at Costco.com, Costco Gas Stations or Costco Car Washes.

• Costco does not accept manufacturers' discount coupons (other than those distributed by Costco) or other retail establishment discount coupons. • The Primary Member is responsible for purchases made by any additional cardholders. To pay by check, the member must have a valid driver's license or other state or government-issued photo identification on file with Costco. Any exceptions must be preapproved by the warehouse manager. Personal checks must be written in the exact amount due, issued on the member's checking account, pre-printed with the member's name and address, and presented by the member. • In the event that either the Primary Member or additional cardholder has a check returned by the bank, the Primary will pay the face amount of the check upon demand, plus a reasonable service charge and other expenses incurred. If any legal action is taken on behalf of Costco to collect payment on a check, the member writing the check will be liable for reasonable fees and costs of collection.

Sales and Use Taxes, and Resale Certificates The member agrees to pay Costco any sales, excise, use or ad valorem tax that is imposed on the sale price of the items purchased, which may be based on the pre-sale price. The member agrees that in the event they fail to pay Costco such tax, they will hold Costco harmless and indemnify Costco from any claim, loss, assessment or expense occasioned by such non-payment. • If any merchandise is being purchased for resale, the member shall have a valid resale license number on file with Costco and shall notify the cashier prior to recording the sale on the cash register. Such declaration, and the products purchased thereunder, shall be recorded on a "Certificate for Resale." Sales tax will not be charged at the time of purchase only on those products the member states are specifically for resale; all other products subject to tax will be deemed taxable. • In the event any product that was purchased for resale (tax free) is subsequently consumed or used in any manner other than for resale that creates or imposes a sales or use tax, member agrees to report and pay to the proper taxing authority any tax due, including penalties and interest. • Resale of liquor is prohibited except where allowed by state law.

General Policies Shirts and shoes must be worn inside the warehouse at all times. • Members are welcome to bring their children and up to two guests into the warehouse; however members are responsible for their children and guests. Children should not be left unattended. Only Costco members may purchase items. • Costco reserves the right to inspect any container, backpack, briefcase, etc., upon entering or leaving the warehouse. • To ensure that all members are correctly charged for the merchandise purchased, all receipts and merchandise will be inspected as you leave the warehouse. • Liquor and tobacco sales cannot be made to minors. • Costco policy prohibits firearms to be brought into the warehouse, except in the case of authorized law enforcement officers. • Animals are not permitted in Costco warehouses unless admission is required by applicable law.

Privacy We respect your right to privacy. Our Privacy Statement outlines our policies and practices in detail. Please obtain a copy from our membership counter, or view/read the privacy statement at Costco.com.

Updated April 26, 2017. Privileges and conditions subject to change at any time. Visit Costco.com for most updated version.

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MEMBER RECEIPT:

MEMBERSHIP #
DATE
AMOUNT PAID

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

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

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

DEFENDANTS

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <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 <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	CIVIL RIGHTS <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 PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Brief description of cause:

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

SIGNATURE OF ATTORNEY OF RECORD

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. When the petition for removal is granted, check this box.
- 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.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
)	
Defendant,)	
)	

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

☐ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.

☐ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

☐ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: _____

Signature of Filing Party

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

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 \$ _____.

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: