

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:12-CV-02871

DEREK B. MILLER, an individual,

Plaintiff,

v.

WARNER LITERARY GROUP, LLC, a Colorado limited liability company, and
SARAH WARNER, an individual.

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff, Derek B. Miller (“Miller” or “Plaintiff”), by and through his attorney, David W. Feeder II of Feldmann Nagel, LLC, hereby submits his Complaint against Defendants Warner Literary Group, LLC (“WLG”) and Sarah Warner (“Warner”) (collectively “Defendants”), and in support thereof, states and alleges as follows:

I. INTRODUCTION

1. This action arises generally out of the business dealings between Miller and the Defendants, specifically Defendants’ actions and inactions as Miller’s literary agent. Miller seeks recovery of damages he has suffered as a result of Defendants’ fraudulent and negligent misrepresentations, breaches of their fiduciary duties and duties of good faith and fair dealing, interference with Miller’s prospective business advantage, extreme and outrageous conduct, and slander per se. Miller also seeks declaratory relief regarding the status of the parties’ agency relationship.

II. PARTIES

2. Plaintiff Derek B. Miller is an individual currently residing at Mauritz Hansen, gate 2, 0350, Oslo, Norway.

3. Miller is a U.S. citizen who resides in Norway. He is the director of The Policy Lab, a policy design institute that works closely with the United Nations Institute for Disarmament Research (“UNIDIR”). Miller has a Ph.D. in international relations, and is a Senior Fellow at UNIDIR. Miller is also an author, and has been writing fiction since 1996.

4. Upon information and belief, Defendant Warner Literary Group, LLC is a limited liability company organized under the laws of the state of Colorado, with its principal offices located at 3223 Iron Forge Place #102, Boulder, Colorado 80301.

5. Upon information and belief, Sarah Warner is an individual, and is the founder, owner, principal, and/or registered agent of WLG.

6. Warner and WLG’s business includes providing literary agent services. Miller engaged Defendants to act as his agent for the purposes of publicizing, marketing and attempting to sell publishing and licensing rights to two novels he has written. At all times relevant, Warner acted on behalf of WLG with regard to its obligations as Miller’s agent.

III. JURISDICTION

7. This Court has subject matter jurisdiction to adjudicate this case pursuant to 28 U.S.C. § 1332(a), because there is complete diversity of citizenship between Plaintiff and Defendants, and the amount in controversy for this action exceeds Seventy Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

8. This Court has personal jurisdiction over the Defendants. This Court has personal jurisdiction over Defendant WLG, as WLG is a Colorado limited liability company that has its principal offices in Colorado and conducts business (including a substantial part of the events and omissions at issue in this action) in Colorado. This Court has personal jurisdiction over Defendant Warner, as Warner resides in the State of Colorado, and Warner founded, owns and/or is employed by WLG, a Colorado limited liability company, in the State of Colorado.

IV. VENUE

9. This action is properly brought in this Court pursuant to 28 U.S.C. § 1391(a), as Defendant WLG's principal offices are in the state of Colorado, Defendant Warner resides in the state of Colorado, and a substantial part of the events or omissions giving rise to this action occurred in the state of Colorado.

V. GENERAL ALLEGATIONS

Miller Retains Defendants as his Literary Agent

10. Miller began writing fiction in 1996. He finished his first novel in 1998 (*Thinning of the Plots*, aka, *The Strange Effect of Everett Singer*), but was unsuccessful in finding an agent or publisher for the book. He finished his second novel, *Hometurning*, in 2003.

11. Miller's initial efforts to find a literary agent for *Hometurning* were unsuccessful. In 2006, Miller determined to obtain a literary agent to represent the book and contacted his undergraduate Alma Mater (Sarah Lawrence College) for a referral. On reviewing alumni activities, Miller was referred to Warner (also an alumni of Sarah Lawrence College) and WLG.

12. In or around June of 2006, Miller signed an agreement with WLG, whereby WLG agreed to act as Miller's literary agent for the purposes of marketing *Hometurning* and

negotiating publishing and/or licensing agreements for the book. WLG, via Warner, represented that Warner had the skills and experience necessary to act as Miller's agent and perform the agreed services. Miller reasonably relied on these representations when deciding to enter into the agreement with WLG. Warner also represented to Miller that the agreement was "standard" and "common" for the industry, and she expressly assured Miller that she would never hold him to an agreement that he was not comfortable with. Miller reasonably relied on these assurances when deciding to enter into the agreement with WLG, and Miller understood that his ability to terminate based on dissatisfaction or changed circumstances was a term of the agreement.

13. Defendants' efforts to sell the *Hometown* manuscript from June 2006 through 2008 were unsuccessful, and Miller instructed them to cease these efforts in or around December 2008.

14. In late 2008, Miller finished his third novel, *A Strange Place to Die* (later titled *Norwegian by Night*) (the "Novel").

15. On or around December 13, 2008, Miller signed a second agreement with WLG, whereby WLG agreed to act as Miller's literary agent for the purposes of marketing the Novel and negotiating publishing and/or licensing agreements for it (the "Agreement"). WLG, via Warner, again represented that Warner had the skills and experience necessary to act as Miller's agent and perform the agreed services. Miller reasonably relied on these representations when deciding to enter into the Agreement with WLG. Warner also again represented to Miller that the Agreement was "standard" and "common" for the industry, and she again expressly assured Miller that she would never hold him to an agreement that he was not comfortable with. Miller reasonably relied on these assurances when deciding to enter into the Agreement with WLG, and

Miller understood that his ability to terminate based on dissatisfaction or changed circumstances was a term of the Agreement.

The Novel Experiences Some Success

16. While Defendants' initial efforts to market the Novel were unsuccessful, during 2009 Miller determined that there was the potential for marketing the Novel to Norwegian publishers, despite the fact that it was an English-language manuscript.

17. Miller obtained a contact with a Norwegian publisher, OKTOBER, and directed Defendants to submit the Novel to them. While this effort was unsuccessful, it provided Miller hope for the viability of the Novel in the Norwegian market because the publisher did consider it, despite it being an English-language manuscript.

18. Miller subsequently directed Defendants to submit the Novel to a second Norwegian publisher, Cappelen Damm, based on his Norwegian wife's recommendation. This effort was successful, and Defendants formalized a contract for Miller and the Novel with Cappelen Damm on or around January 19, 2010, which included a \$7,000 advance.

19. During 2010 and early 2011, Defendants attempted to sell the Novel in the U.S. and U.K. These efforts were unsuccessful, and resulted in over 20 rejections.

20. In or around September 2011, Defendants engaged, with Miller's consultation and approval, German agency Agence Hoffman ("Hoffman") to represent the Novel in the German market.

21. During October 2011, Hoffman represented the Novel at the Frankfurt Book Fair. Hoffman's efforts were successful, and attracted the interest of numerous German publishers. An auction for the Novel resulted, with advance offers starting at €15,000 and eventually rising to

€41,000. Following the auction, Hoffman negotiated a contract for Miller and the Novel with prestigious German publisher Rowohlt Publishing. Defendants were not directly involved with any of these efforts, except for Hoffman keeping both Miller and Warner informed of developments and consulting with Miller at key junctures.

22. Based on Hoffman's German success with the Novel, Hoffman's Paris office also agreed to represent the Novel as a sub-agent. On or around November 25, 2011, after an auction between two publishing houses, Hoffman negotiated a contract for Miller and the Novel with French publisher Les Editions Escales, which included a €15,000 advance. Defendants were not directly involved with any of these efforts, except for Hoffman keeping both Miller and Warner informed of developments and consulting with Miller at key junctures.

**The Novel Experiences Continued Success;
Miller Experiences Problems with Defendants**

23. Hoffman's efforts during 2011 and their representation of the book at the Frankfurt Book Fair resulted in the introduction of the Novel to publishers in the U.S., Israel and Australia. This happened through a dialogue among editors and literary scouts from different countries. Defendants were not a cause of or a participant to these conversations.

24. As a result of these introductions and the conversations that ensued, Defendants were contacted by publishers and, upon being contacted, negotiated a contract for Miller and the Novel with Australian publisher Scribe on or around January 10, 2012, with an advance of AUD\$3,000.

25. These introductions and conversations also resulted in an auction for the Novel between Israeli publishers. Defendants were contacted by these publishers and so were directly involved with the process, but it was their first auction and they were unfamiliar with the

process. Warner admitted that she “had learned a lot from the Hoffman auction” and attempted to perform the auction herself. With Miller’s assistance and instructions, Defendants negotiated a contract for Miller and the Novel with Israeli publisher Kinneret-Zmora on or around December 1, 2011, with an advance of \$2,000.

26. Defendants’ lack of knowledge regarding the Israeli publishing industry or the auction process raised concerns for Miller regarding Defendants’ experience, knowledge of the industry (including sales of foreign rights), and overall ability to satisfactorily act as the literary agent for him and the Novel.

27. The positive momentum resulting from Hoffman’s efforts also led to a \$10,000 “pre-empt” offer from Netherlands publisher Atlas-Contact. Defendants negotiated a contract for Miller and the Novel with Atlas-Contact on or around January 2, 2012, but Warner was clearly confused about how to handle an international pre-empt offer, and she struggled to appropriately evaluate the financial terms. This also led to confused communications with the Dutch editor, and required Miller’s provision of language for emails in order to help manage the deal. This experience reinforced and deepened Miller’s concerns regarding Defendants’ experience, knowledge and ability.

28. Hoffman’s 2011 efforts and introductions, and the conversations that ensued, ultimately led to interest by a major U.S. publisher, Houghton Mifflin Harcourt (“HMH”). Defendants first became involved with this process when they were contacted by a HMH representative in late November 2011 with a pre-empt offer of \$50,000.

29. While the HMH pre-empt offer was a positive development, Miller discussed the situation at length with Warner by phone (a rare occurrence, as Miller and Warner

communicated almost exclusively by email), and Miller expressly instructed Warner not to provide a counter-offer, and instead to ask HMH to come back with a higher offer in order to test their level of interest.

30. Despite Miller's express instructions to the contrary, on November 29, 2011 Warner contacted HMH and provided a counter-offer of \$75,000. Specifically, Warner told HMH's representative that if she increased the pre-empt offer to \$75,000, "it is yours. This is the magic number Derek and I have both had in our heads for the US." HMH immediately accepted Warner's counter-offer.

31. When Miller learned of the development later that day he immediately corresponded with Warner and informed her of his displeasure:

"What just happened? I did NOT authorize you to accept this for \$75,000 and I think you just made a mistake. [The HMH representative] jumped on this because you told her our bottom line. I'm not happy about this.... [T]his is NOT what we agreed last night. We agreed to talk about it once we got an answer."

32. Unfortunately, since HMH had already accepted Warner's counter-offer, Miller was effectively forced to approve the deal with HMH, as he otherwise would have seriously damaged his reputation and credibility in the industry and with a major U.S. publisher.

33. The following day, on November 30, 2011, Miller wrote to Warner regarding the status and terms of the agency relationship:

"[Y]ou and I need to come to a new understanding on project management and cooperation.... Decisions, words, agreements, and clarity are critical. You and I have not achieved a level of professional cooperation that I'm comfortable with.... This is a determination of our state of cooperation and it needs to improve, and I need to be convinced it can improve. I do not have the sense yet that you are hearing me. And so I want to be sure you do, otherwise we cannot do another book together.

To move forward, we need to: A) start keeping and exchanging meeting notes....
B) Ensuring — in writing — that I agree to a deal.... In order to move forward I need to know you hear me and agree.”

34. On December 2, 2011, Warner responded to Miller and admitted her improper and unauthorized conduct in the HMH negotiation: “I acted too quickly that morning, poking letters into my phone in the heat of the very heated moment. I realize I was wrong to do this without your immediate consent.... I hope we can move fondly, together, past it.” Warner again acknowledged her wrongdoing in a separate communication to Miller the following day: “I will not make the same mistake.”

35. While Warner agreed to move forward and continue as Miller’s agent pursuant to his November 30, 2011 terms and conditions, Miller’s problems with Defendants continued. Already worried about Warner and her future conduct, Miller hired an attorney to begin reviewing contracts and providing periodic advice concerning both the publishing industry and how to manage affairs with Defendants. However, due to the momentum of the international sales for the Novel, Miller decided it was unwise to change agents at that time.

36. In late January of 2012, U.K. publisher Faber and Faber (“Faber”), one of the most respected publishing houses in Britain, approached Defendants with a two-book offer (the Novel and Miller’s next work) for Miller. In presenting the offer to Miller, Warner was clearly flustered and highly emotional about how best to respond. She ultimately tried to convince Miller to reject a two-book deal, although she changed her mind three times on this issue in a 24-hour period, including on the size of the advance and a clause on “joint accounting” (treating the two book projects as one, and therefore having connected accountings for them – *i.e.* if the first book did not do well, no money would be made on the second until making up potential losses

on the first). Warner did not at first notice the joint accounting clause or at least did not raise it as a concern. As Miller did not trust Warner's judgment at this point, he researched the matter on his own and determined – based on easily accessible public information – that joint accounting clearly was not in an author's interest and many literary agencies, as a policy, do not accept joint accounting for their authors. Warner then claimed the advantage of a two-book deal was joint accounting, and that the only reason Faber had offered Miller a two-book deal in the first place was probably because “it was not stated on her website that she did not accept joint accounting.”

37. Miller ultimately instructed Warner to propose a two-book deal without joint accounting to Faber. Warner resisted and begrudgingly agreed to do so only after very firm language from Miller:

“If you turn down a two book deal without asking them if they'd consider separate accounting it will be directly against my express wishes.”

38. While Warner ultimately followed these instructions, she belittled Miller's preferences as “spoiled-author behavior” and told him “you're not valuable enough, at this point, to make such demands.” Warner's derogatory assessment was entirely incorrect, as Faber readily agreed to Miller's proposed terms.

39. As a result of the Faber negotiations, Miller's trust and confidence in Defendants, their advice, and their understanding of the publishing industry was further and significantly eroded, and the relationship between Miller and Defendants was greatly damaged.

40. Also during this time period, late January 2012, the Novel started to receive interest from a few Japanese literary scouts and publishers. Miller did not know this at the time because Warner did not keep or send Miller meeting notes (as agreed on November 30, 2011) about significant matters. Miller and Warner had discussed the Japanese market. In response to

Miller's questions regarding the status of Japanese representation through a sub-agent and the need for one, Warner told Miller that she had already engaged a prestigious Japanese sub-agent, Tuttle Mori. Miller later discovered that this representation was false, that Warner had not secured an agreement with Tuttle Mori, but had in fact engaged a different Japanese sub-agent. Miller was never consulted on these actions and never approved them, as he had with the German sub-agent.

41. In late February 2012, Spanish publisher Espasa approached Defendants with an offer for the worldwide Spanish-language rights to the Novel, with an advance of \$6,000. On receiving the offer and having little information to go on to assess it, Miller learned through easily accessible public information that the Spanish-language market is the largest and most complex global publishing market after the English-language market, and includes significant markets beyond Spain such as Latin America. This raised several issues and questions in Miller's mind about the offer, and Miller attempted to address them with Warner. Warner was unable to answer Miller's questions, and she instead pressured Miller to accept the offer, insisting that every time he asked questions he was wasting time and putting the offer in jeopardy. Miller then expressed his preference that Warner engage a sub-agent with knowledge of the Spanish-language market, and Miller specifically told Warner that doing so "is clearly in my interest as your client."

42. In response to Miller's request that she engage a Spanish sub-agent, Warner resisted and pressured him to finalize a deal with Espasa. Warner specifically told Miller that she had "already contacted the main subagents in Spain and they never responded. There is no

subagent route on this anymore.” Miller later discovered that this representation was false, and that Warner had in fact only attempted to contact one Spanish sub-agent months earlier.

43. In a subsequent communication with Miller, Warner confirmed that she did not want to engage a Spanish sub-agent because it would be less advantageous to her and WLG. Specifically, in response to Miller’s observation that sub-agents had been instrumental in the Novel’s previous successes (“We would probably still be nowhere with this book if it wasn’t for Agence Hoffman.”), Warner responded angrily and frankly admitted her self-interest, while also failing to recognize the facts of the sales history:

“My commission is LESS when I work with a subagent. They take 10% of 20%. I get very little as it is. And with subagents it’s the least. And I will make myself very clear: The only reason why you are anywhere is because of all of the work Warner Literary Group has put in over the last four plus years and if you make another comment like this in the future you will seriously jeopardize your relationship with us.”

44. Defendants ultimately elevated their own self-interests over Miller’s. Defendants refused to honor Miller’s request for a Spanish-language sub-agent to assist in the Espasa negotiations, and pressured him into accepting the deal. Despite Miller’s serious reservations, questions, concerns, and lack of information to properly assess the Espasa deal, Miller felt that he had no choice but to agree to it, as he did not want to risk jeopardizing a contract with a major Spanish publisher.

45. During the February-March 2012 timeframe, Miller also learned additional disturbing information regarding Warner’s actions. During the course of their dealings (before the HMH incident and the start of their declining relationship), Miller had introduced Warner to his parents, who live in Massachusetts, because Warner’s father was in Boston for health reasons, and Miller thought it would be neighborly to do so. Between November 2011 and

February 2012, Warner contacted Miller's father several times by email. In at least three of these communications, Warner pressured Miller's father to introduce her to a famous actor who lived in Miller's father's building, as Warner hoped to pursue a romantic relationship with the actor. Warner specifically instructed Miller's father to not tell Miller about these requests. Miller learned of Warner's secret correspondence with his father at the time of the Espasa deal in Spain, when Miller confided in his father about the troubles he was having with Warner. When Miller's father informed Miller of Warner's actions, Miller was shocked and disturbed by Warner's self-serving, inappropriate and also seemingly irrational behavior. This ended Miller's confidence in the relationship with Defendants, and made him scared for the future of his writing career, as the quality of Warner's judgment and state of mind were far below what Miller believed was necessary for a successful agent-author relationship. Accordingly, Miller made immediate moves to terminate the Defendants' agency authority.

Miller Terminates Defendants' Agency

46. During late 2011 and early 2012, the circumstances surrounding Defendants' agency relationship with Miller changed dramatically in numerous respects, including the following: the Novel's international success resulted in issues that Defendants did not have sufficient knowledge or experience to adequately deal with or advise on; Defendants did not agree with or honor all of Miller's requests and desires during negotiations with publishers; Defendants acted without proper authorization or approval from Miller; Defendants signed contracts with publishers without having authority to do so; Defendants did not fully disclose all relevant facts to Miller, and intentionally misrepresented facts to him on several occasions; Defendants put their interests ahead of Miller's interests in negotiating the Espasa deal; and

Warner breached Miller's trust and demonstrated deficient judgment and state of mind in her self-serving and inappropriate behavior towards Miller's father.

47. As a result of these changed circumstances, numerous problems, lack of confidence and trust, and the overall deterioration of Miller's professional relationship with Defendants during late 2011 and early 2012, Miller corresponded with Warner on March 9, 2012 and plainly informed her of his desire to terminate Defendants' agency: "I am therefore writing to communicate my desire to amicably terminate our arrangement." This offer included generous terms and a willingness on Miller's part to develop a shared explanation for their break so as not to damage Warner's reputation. Warner ultimately provided a one-sentence response: "I'm afraid you cannot unilaterally terminate our agreement."

48. Miller again corresponded with Warner on March 19, 2012, reiterating his position and attempting to amicably unwind their dealings. Warner again refused to acknowledge Miller's termination.

49. Due to Warner's refusal to acknowledge Miller's previous attempts to terminate Defendants' agency, Miller was forced to involve his attorney in addressing this issue. On March 23, 2012, Miller's attorney sent a letter to Warner, which he expressly characterized as "the formal notice of termination of the agency relationship."

50. Thus, on no later than March 23, 2012, Miller validly and effectively revoked and terminated Defendants' authority to act as his agent and represent him for the purposes of marketing the Novel and negotiating publishing and/or licensing agreements for it.

51. Despite these multiple notices that Defendants' authority as Miller's agent had been revoked and terminated, Warner attended the London Book Fair in April 2012 and

purported to represent Miller and the Novel against his wishes. As a result of Warner insisting to undertake this unauthorized action, Miller was forced to contact publishers in advance of the London Book Fair and inform them that his relationship with Defendants was winding down. When doing so, Miller also learned from his sub-agent in Paris that Warner had visited the Hoffman agency in Paris prior to going to London without making mention of problems in her relationship with Miller.

52. In or around April 2012, while Warner attempted to continue acting as Miller's agent despite Miller's termination, Warner improperly withheld funds owed to Miller, and improperly involved Miller's father in his business affairs by communicating to Miller's father about business affairs rather than Miller directly, and arranging payment through incorrect channels. Specifically, after Miller communicated to Warner that he wanted to end his relations with Defendants, Warner subsequently improperly withheld payment of funds due to Miller (amounting to roughly \$20,000) for fully twelve weeks, and admitted doing so in writing.

53. Between March and August of 2012, Miller and his attorney made numerous efforts and multiple reasonable offers to reach an agreement with Defendants and their attorneys regarding the winding up of the parties' dealings. Defendants ultimately refused and rejected all of these efforts.

54. During April and May of 2012, after Miller terminated Defendants' agency, he began the process of finding a new literary agent to represent him and the Novel, noting that the momentum on international sales needed to be seized because such matters are time sensitive and have significant career implications. As a result of Warner apparently informing at least one literary scout attending the 2012 London Book Fair that Defendants and Miller may be ending

their relationship (while still maintaining that she represented him), the literary scout proceeded to introduce Miller to a representative of the prestigious U.K. literary agency Janklow & Nesbit Associates (“JNA”). JNA made Miller an offer of representation, which he accepted. After Miller’s new relationship with JNA was announced by both Miller and JNA in a very public manner, Defendants, via their attorney, threatened Miller that they would sue JNA with a claim of tortious interference with their relationship with Miller. Miller communicated this threat to JNA in good faith, and as a result of the Defendants’ threatened legal action, JNA stepped aside in late May of 2012 and has refused to proceed as Miller’s agent until the dispute with Defendants is resolved.

55. As a result of Defendants’ wrongful actions and inactions, Miller has been effectively precluded from proceeding with representation during a critical period of his writing career and the Novel’s increasing worldwide acclaim and popularity. Indeed, Miller is explicitly aware of interest from publishing houses in at least four countries in acquiring rights, but he is currently unable to proceed into negotiations based on the ambiguity of his circumstances.

56. In early September 2012, Warner contacted Miller’s U.K. publisher, Faber, and falsely accused Miller of threatening to withhold monies from Defendants. Upon information and belief, Warner’s actions were intended to damage Miller’s reputation in the publishing industry and/or Miller’s relationship with Faber.

57. Notably, in her September 2012 correspondence with Faber, Warner contradicted her previous threat to JNA and informed Faber’s representative that she did not object to Miller obtaining a new literary agent: “If [Miller] has a new agent that he wants to sign on with, we will work with that new agency directly. We are happy to do this.”

58. On October 15, 2012, Warner contacted Atlas-Contact, Miller's Netherlands publisher, regarding details on Atlas-Contact's publication of the Novel. On October 16, 2012, Miller corresponded with Warner and informed her a) Defendants no longer represent him; b) he is handling all matters regarding publication of the Novel directly; and c) the information that she provided to Atlas was incorrect and that such efforts hinder the publication process.

59. On October 17, 2012, Warner responded to Miller and falsely asserted that Defendants still represent Miller and the Novel. Notably, Warner's position was contrary to the representation she made in her September communication to Faber. Moreover, Warner copied representatives from numerous publishers (including Atlas-Contact, Espasa, Rowohlt, Faber, Kinneret-Zmora, Scribe, HMH, and Cappelen Damm) on her October 17th correspondence. Upon information and belief, Warner's actions were intended to damage Miller's reputation in the publishing industry and/or Miller's relationships with these publishers.

VI. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF **(Fraudulent Misrepresentation)**

60. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 59 of this Complaint as if fully set forth herein.

61. Defendants falsely represented their intentions regarding the term and termination of the parties' Agreement by assuring Miller that they would never hold Miller to an agreement that he was not comfortable with.

62. Defendants made these representations knowing and intending that Miller would rely on them.

63. Miller reasonably relied on these false representations by Defendants regarding the term and termination of the Agreement.

64. Defendants knew that the above misrepresentations to Miller were false at the time they were made.

65. Defendants' misrepresentations directly and proximately resulted in substantial damage to Miller, including damage to his reputation in the publishing industry and inability to effectively publicize, market, and sell the remaining rights to the Novel.

66. Defendants' false representations were attended by circumstances of fraud, malice, and willful and wanton conduct.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

SECOND CLAIM FOR RELIEF
(Negligent Misrepresentation)

67. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 66 of this Complaint as if fully set forth herein.

68. Defendants falsely represented to Miller their knowledge, expertise, qualifications and capabilities with regard to the publishing industry, negotiation of international publishing contracts, and ability to manage the legal and accounting systems necessary to protect Miller's interests.

69. Defendants made these representations knowing and intending that Miller would rely on them.

70. Miller reasonably relied on these false representations by Defendants regarding their expertise, qualifications and capabilities.

71. Defendants knew or should have known that the above misrepresentations to Miller were false at the time they were made.

72. Defendants' misrepresentations directly and proximately resulted in substantial damage to Miller, including damage to his reputation in the publishing industry, inability to effectively publicize and market the Novel, and lost revenue and profits from the Novel.

73. Defendants' false representations were attended by circumstances of fraud, malice, and willful and wanton conduct.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

THIRD CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

74. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 73 of this Complaint as if fully set forth herein.

75. Pursuant to the parties' Agreement (as amended on or around November 30, 2011), Miller granted Defendants the authority to act as his agent to a) represent him in the negotiation of publishing, licensing and/or distribution agreements for the Novel, and b) otherwise publicize the Novel.

76. As Miller's agent, Defendants agreed to act in the best interest of Miller and the Novel.

77. As Miller's agent, Defendants were acting as a fiduciary of Miller with respect to representing him in the negotiation of publishing, licensing and/or distribution agreements for the Novel, and publicizing the Novel.

78. Defendants WLG and/or Warner breached their fiduciary duties to Miller in numerous respects, including the following: failing to provide necessary information concerning business dealings; failing to conduct necessary research and analysis to support business requirements; failing to acknowledge the Defendants' lack of experience and seek professional support to ensure that Miller was adequately represented; failing to exercise responsible judgment in both personal and private affairs; and failing to carry out reasonable requests by Miller. Specific examples of the Defendants' wrongful actions and inactions in this regard include the following:

a. Ignoring and acting contrary to Miller's instructions and desires with regard to negotiation of the HMH contract.

b. Accepting HMH's offer on Miller's behalf without obtaining his authorization or approval.

c. Advising Miller on the Faber negotiations without sufficient knowledge or experience on the relevant issues.

d. Failing to adequately research and advise Miller on issues relevant to the Faber two-book, joint accounting proposal.

e. Advising Miller to accept the Faber proposal that was contrary to his best interests.

f. Falsely representing to Miller the identity of the sub-agent Defendants retained for the Japanese market.

g. Refusing to retain a sub-agent familiar with the Spanish-language market for the Espasa negotiation, contrary to Miller's desire and request.

h. Falsely representing to Miller Defendants' efforts to retain a sub-agent for the Spanish-language market and the availability of sub-agents for the Espasa negotiation.

i. Advising Miller on the Espasa offer based on Defendants' self-interest and desire to obtain higher commission rates, and not Miller's best interests.

j. Pressuring Miller to accept the Espasa offer despite the fact that Miller was not fully or adequately informed on the relevant considerations and issues.

k. Representing Miller and the Novel at the 2012 London Book Fair against his wishes and instruction.

l. Improperly withholding funds from Miller.

m. Defendant Warner's abusing her relationship with Miller's father and making inappropriate requests of Miller's father for her own personal gain and benefit, and thereby abusing and violating Miller's trust.

79. Defendants' breaches of their fiduciary duties directly and proximately caused substantial damages to Miller, including the following: damage to his reputation in the publishing industry; inability to effectively publicize and market the Novel; lost opportunities (including lost sales of remaining rights for the Novel, and corresponding lost revenue and/or profits for the Novel); time and expense necessary to attend to all matters neglected by the Defendants; time and expense necessary to maintain relationships with the publishers so as to

limit the damage caused by Defendants; time and expense needed to research issues and analyze Defendants' inappropriate or inadequate advice; and emotional distress and mental anguish to Miller and his family.

80. Defendants' breaches of fiduciary duties were attended by circumstances of fraud, malice, and willful and wanton conduct.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

FOURTH CLAIM FOR RELIEF
(Breach of Implied Duties of Good Faith and Fair Dealing)

81. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 80 of this Complaint as if fully set forth herein.

82. Under Colorado law, every contract, including the parties' Agreement, contains implied duties of good faith and fair dealing.

83. Under the parties' Agreement, and the implied duties and covenants thereto, Defendants were obligated to act in good faith towards Miller and deal fairly with him with regard to their obligations under the Agreement, the agreed common purpose of the Agreement, and the parties' reasonable expectations.

84. Defendants acted contrary to the parties' agreed common purpose and thereby breached the covenant of good faith and fair dealing under the Agreement in several respects, including the following: failing to acknowledge Miller's valid termination and revocation of their agency; and asserting an unfair and unreasonable interpretation of the term and termination of

the Agreement that was contrary to a) Defendants' representations and the parties' discussions, understanding and agreement at the time the Agreement was entered into, and b) the November 30, 2011 amendment of the Agreement.

85. At all relevant times Miller fully performed his obligations under the Agreement.

86. Defendants' breaches of their implied duties of good faith and fair dealing caused damages to Miller, including damage to his reputation in the publishing industry, inability to effectively publicize, market and sell the remaining rights to the Novel, and lost opportunities, revenue and/or profits for the Novel.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

FIFTH CLAIM FOR RELIEF
(Interference with Prospective Business Advantage)

87. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 86 of this Complaint as if fully set forth herein.

88. Following Miller's valid and effective termination and revocation of Defendants' authority to act as his agent, JNA agreed to act as literary agent for Miller and the Novel.

89. Defendants were aware of Miller's and JNA's agreement, and attempted to prevent JNA from acting as Miller's agent by threatening to take legal action against JNA.

90. Defendants' improper actions and threat caused JNA to not go forward as Miller's agent.

91. Defendants' interference with Miller's and JNA's dealings was intentional and improper.

92. Defendants' intentional and improper interference with Miller's and JNA's dealings caused damages to Miller, including damage to his reputation in the publishing industry, inability to effectively publicize, market and sell the remaining rights to the Novel, and lost opportunities, revenue and/or profits for the Novel.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

SIXTH CLAIM FOR RELIEF
(Extreme and Outrageous Conduct)

93. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 92 of this Complaint as if fully set forth herein.

94. Defendants have engaged in extreme and outrageous conduct directed at Miller, including the following:

- a. Failing to acknowledge Miller's valid termination and revocation of their agency.
- b. Purporting to act on Miller's behalf while knowing that their agency was revoked and their actions were unauthorized.
- c. Improperly interfering with Miller's dealings with JNA, which left Miller without representation during a crucial time in his career and the Novel's popularity.

d. Warner's abusing her relationship with Miller's father for the purpose of attempting to pursue a romantic relationship with a famous actor, and her concealment of these inappropriate actions from Miller.

95. Defendants engaged in this conduct recklessly or with the intent of causing Miller and his family severe emotional distress and other harm.

96. As a result of Defendants' extreme and outrageous conduct, Miller and his family have suffered and will continue to suffer severe emotional distress and other damages as set forth herein.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

SEVENTH CLAIM FOR RELIEF
(Slander Per Se)

97. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 96 of this Complaint as if fully set forth herein.

98. Defendants published a false statement to Faber regarding a private matter concerning allegations of unprofessional behavior that reflects negatively against Miller.

99. Specifically, in early September 2012, Warner contacted Faber via email and falsely accused Miller of threatening to withhold monies from Defendants. Warner's actions were intended to damage Miller's reputation in the publishing industry and/or Miller's relationship with Faber.

100. Warner has repeated this allegation to Miller's German sub-agent, Agence Hoffman, thereby damaging that relationship and undermining the confidence of Hoffman in their business relations.

101. At the time Defendants made these statements, Defendants knew them to be false and harmful to Miller's reputation by lowering him in the estimation of at least a substantial and respectable minority of the international publishing community with whom Miller's writing career is deeply tied, mainly his editor and other staff at Faber.

102. These statements concerned matters incompatible with Miller's successful business, trade, and profession.

103. Miller has been damaged by Defendants' slander in an amount to be proven at trial.

Wherefore, Plaintiff respectfully requests that judgment be entered against Defendants jointly and severally for compensatory and consequential damages in an amount to be proven at trial, along with post-judgment interest, costs, attorney's fees, and such other and further relief as the Court deems just and proper.

EIGHTH CLAIM FOR RELIEF
(Declaratory Judgment)

104. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 103 of this Complaint as if fully set forth herein.

105. As a result of the Agreement, Miller granted Defendants authority to act as his agent and represent him for the purposes of marketing the Novel and negotiating publishing and/or licensing agreements for it. Defendants represented that they would not hold Miller to an

agreement that he was not comfortable with, and Miller's ability to terminate based on dissatisfaction or changed circumstances was a term of the Agreement.

106. As a result of Defendants' improper actions and inactions, Miller became dissatisfied with Defendants, and the parties amended the Agreement pursuant to the conditions set forth by Miller on November 30, 2011.

107. As a result of changed circumstances, numerous wrongful or improper actions and inactions by Defendants, lack of confidence and trust by Miller, and the overall deterioration of Miller's professional relationship with Defendants during late 2011 and early 2012, on no later than March 23, 2012, Miller validly and effectively revoked and terminated Defendants' authority to act as his agent and represent him for the purposes of marketing the Novel and negotiating publishing and/or licensing agreements for it.

108. Miller properly terminated the Agreement based on the changed circumstances surrounding the agency and his dissatisfaction with Defendants' performance.

109. The Agreement is also unenforceable by Defendants due to their breaches of their duties of good faith and fair dealing, and/or Defendants' breaches of their fiduciary duties.

Wherefore, Plaintiff respectfully requests that the Court A) declare that i) Miller had the ability to terminate the Agreement based on dissatisfaction or changed circumstances, ii) Miller validly and effectively terminated and revoked Defendants' authority to act as his agent under the Agreement no later than March 23, 2012, and iii) Miller properly terminated the Agreement and it is unenforceable by Defendants, and B) grant Miller such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby requests a trial by jury on all issues so triable.

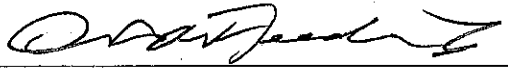
PRAYER FOR RELIEF

WHEREFORE, Plaintiff Derek B. Miller requests that this Court i) enter judgment in his favor, and against Defendants, jointly and severally, on Plaintiff's Claims for Relief and award compensatory damages in favor of Plaintiff and against Defendants in an amount to be proven at trial, including pre- and post-judgment interest, costs and reasonable attorney's fees, ii) grant the declaratory relief requested in Plaintiff's Eighth Claim for Relief, and iii) grant such other and further relief as the Court deems just and proper.

DATED this 31st day of October, 2012.

Respectfully submitted,

FELDMANN NAGEL, LLC

By: 

David W. Feeder II, Esq. (Atty. Reg. # 31237)

Feldmann Nagel, LLC

1228 15th Street, Suite 200

Denver, Colorado 80202

Phone: (303) 813-1200

Fax: (303) 813-1201

E-mail: dfeeder@feldmann-nagel.com

ATTORNEY FOR PLAINTIFF

Plaintiff's Address:

Mauritz Hansen, gate 2, 0350

Oslo, Norway

JS 44 (Rev. 12/11)

District of Colorado Form

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

DEREK B. MILLER

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

(c) Attorneys (Firm Name, Address, and Telephone Number) PH (303) 813-1200
David Feeder
1228 15th St. Suite 200
Denver, CO 80202

DEFENDANTS

WARNER LITERARY GROUP, LLC

+ SARAH WARNER

County of Residence of First Listed Defendant Boulder
(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 checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" 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 checked="" 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 checked="" 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 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	<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 (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"/> 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
REAL PROPERTY	CIVIL RIGHTS	PRISON/DEPORTATIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- 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
- Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(a) - Diversity

Brief description of cause: Tort/personal injury based on fraud, breach of fiduciary duty and related

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: actions.
JURY DEMAND: Yes No

DATE

10-31-2012

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

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

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

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No.
)	
_____)	
<i>Defendant</i>)	

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:

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

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)	
<i>Plaintiff</i>)	
)	
v.)	Civil Action No.
)	
_____)	
<i>Defendant</i>)	

SUMMONS IN A CIVIL ACTION

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

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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. _____

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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: