

EXHIBIT 1

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

INTUIT, INC., a Delaware corporation; and DOES 1 through inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SACHE QUILDON, individually and on behalf of all others similarly situated,

ENDORSED

2012, JAN 13 1 P 2: 00

David H. Yamasaki, Clerk of the Superior Court
County of Santa Clara, California

By:

Deputy Clerk

S. Chaidez

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lee la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Santa Clara County Superior Court
191 N. First Street
San Jose, CA 95113-1090

CASE NUMBER
(Número del Caso)

112CV216744

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gillian L. Wade and M. Isaac Miller 2800 Donald Douglas Loop N, Santa Monica, CA 90405; P:310.396.9600

DATE:

(Fecha)

JAN 13 2012

Clerk, by
(Secretario)

S. Chaidez
DAVID H. YAMASAKI

Chief Executive Officer, Clerk

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): Intuit, Inc., a Delaware corporation

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other (specify):

- 4. by personal delivery on (date):

Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

1 CARNEY WILLIAMS BATES
2 PULLIAM & BOWMAN, PLLC
3 Hank Bates (Ca. # 167688)
4 11311 Arcade Drive, Suite 200
5 Little Rock, Arkansas 72212
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12 Philadelphia, Pennsylvania 19102
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23 2800 Donald Douglas Loop North
24 Santa Monica, California 90405
25 Tel: 310-396-9600

26 Attorneys for Plaintiff Sache Quildon,
27 individually and on behalf of all others
28 similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

112 CV 216744

SACHE QUILDON, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

INTUIT, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.:

CLASS ACTION COMPLAINT

1. VIOLATION OF CAL. BUS. & PROF. § 22250, *ET SEQ.*
2. VIOLATION OF CAL. BUS. & PROF. § 17500, *ET SEQ.*
3. VIOLATION OF CALIFORNIA'S USURY LAWS;
4. VIOLATION OF CAL. BUS. & PROF. § 17200, *ET SEQ.*

DEMAND FOR JURY TRIAL

ENDORSED

2017 JAN 13 10:20 AM

S. Gonzalez
David H. Yarrasahi, Clerk of the Superior Court
County of Santa Clara, California
Deputy Clerk

BY FAX

1 COMES NOW Plaintiff Sache Quildon, on behalf of herself and all others similarly situated,
2 filing Plaintiff's Class Action Complaint against Defendant Intuit, Inc. Plaintiff seeks certification
3 of her claims against Defendant as a class action. Plaintiff alleges, based on personal knowledge as
4 to Defendant's actions and upon information and belief as to all other matters, as follows:

5 **I. PARTIES**

6 1. Plaintiff SACHE QUILDON is a citizen of California. Ms. Quildon utilized
7 Defendant's online tax preparation services and software and Defendant facilitated a Refund
8 Anticipation Loan for Ms. Quildon during the class period.

9 2. Defendant INTUIT, INC. is a Delaware corporation with its principal place of
10 business and nerve center at 2700 Coast Avenue, Mountain View, California 94043.

11 **II. JURISDICTION AND VENUE**

12 3. This Court has jurisdiction over Defendant since its principal place of business is
13 located in California. Further, at all relevant times Defendant has regularly and systematically
14 transacted business within the State of California as a vendor of tax return preparation software and
15 tax preparation services. Defendant derives substantial revenue from California residents.

16 4. This Court has jurisdiction over all causes of action asserted herein pursuant to the
17 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other
18 trial courts. This Court has subject matter jurisdiction over this class action under Business &
19 Professions Code § 17200, et seq., Business & Professions Code § 17500, and Code of Civil
20 Procedure § 382. Plaintiff has standing to bring this action pursuant to Business & Professions Code
21 § 17200, et seq.

22 5. Venue is also proper in this Court because the Defendant has numerous offices in this
23 District. 28 U.S.C. § 1391(b)(1).

24 6. Venue is further proper in this Court due to Defendant's Terms of Service with
25 Plaintiff and the Class, which states in part:

26 California state law governs this Agreement without regard to its
27 conflicts of laws provisions. To resolve any legal dispute arising from
28 this Agreement, you and Intuit agree to the exclusive jurisdiction of

1 state courts in Santa Clara County, California U.S.A. or federal court
2 for the Northern District of California.

3 7. Application of California law to the claims of Plaintiff and all Class Members is
4 therefore appropriate.

5 **III. FACTS**

6 **A. E-Filing and the Electronic Tax Preparation Industry**

7 8. With the explosion of internet and personal computer usage, several companies in the
8 1990s began offering tax preparation and filing services to consumer taxpayers through tax
9 preparation software. In 2010, an estimated 35 to 40 million taxpayers used electronic tax
10 preparation products, either over the internet or on their desktop computers, to file a tax return with
11 the Internal Revenue Service ("IRS").

12 9. Tax preparation software consists of two basic components: a user interface which
13 prompts users to provide relevant information and an underlying tax engine which processes the
14 information. The interface is similar to that with a live tax preparer. Through a series of questions,
15 consumers provide information to the software, which is then processed by the tax engine for
16 calculation. The tax engine is a complicated software program based upon federal and state tax
17 codes and regulations.

18 10. The cost of tax preparation software can vary, depending on a number of factors.
19 These may include the number of returns filed, whether the returns will be filed electronically ("e-
20 filed"), whether the return is a federal or state return, the channel through which the consumer
21 accesses the product (e.g., online vs. desktop software), and the amount of support the consumer
22 desires for the process.

23 11. The electronic tax preparation industry was turned upside down in 1998 by the
24 Restructuring and Reform Act of 1998, which set goals to have at least 80 percent of all federal tax
25 returns filed *electronically* by 2007. To meet this 80 percent benchmark, the IRS developed a "Free
26 File" program in 2001, whereby in theory the government would provide free e-filing services to the
27 majority of taxpayers.

28 12. But rather than develop its own software, the IRS decided to partner with established

1 private sector firms. In 2002, the Free File Alliance (“FFA”) was formed, consisting of companies
2 “engaged in the electronic tax preparation and filing industry” which included the major electronic
3 tax preparation companies such as Defendant. The FFA signed the Free Online Electronic Tax File
4 Agreement with the IRS, whereby FFA members would provide free federal e-file services to
5 individuals with an adjusted gross income (“AGI”) equal to or less than that of 70 percent of all
6 taxpayers for the prior year. In exchange for providing this service, FFA members (including
7 Defendant) did not have to compete with free software provided by the IRS. For the 2010 tax year,
8 taxpayers with an AGI of \$58,000 or less would qualify. On Intuit’s Free File website, however,
9 Intuit tells consumers that consumers with an AGI of \$31,000 or less qualify (rather than \$58,000),
10 and then directs consumers who purportedly “don’t qualify” to one of Intuit’s paid products.
11 <http://turbotax.intuit.com/taxfreedom/> (Oct. 18, 2011).

12 13. Of course, providing a free service was not profitable, and the FFA had little
13 incentive to make free filing publicized or accessible to consumers. On the contrary, many FFA
14 members including Defendant went to lengths to camouflage their free filing products.¹ As a result,
15 although 70 percent of taxpayers qualify for free e-filing, of the 26.3 million tax returns e-filed for
16 the 2007 tax year, only 4 million (or 15 percent) were free returns filed through the FFA.²

17 **B. Intuit’s TurboTax**

18 14. Defendant is the nation’s leading provider of electronic tax preparation and filing
19 services, with revenues of \$3.9 billion in the fiscal year ending July 31, 2011.³ Among Defendant’s
20 primary revenue generating products is tax preparation and filing software called “TurboTax”. In
21 2010, approximately 21 million federal tax returns prepared using TurboTax products were e-filed.

22 15. In response to a series of questions, customers input information into TurboTax’s
23 software interface. TurboTax’s proprietary tax engine prepares the customer’s taxes. Following the

24 ¹ Defendant has further undertaken massive lobbying efforts to block or repeal state legislation
25 providing free tax filing on state tax returns, most prominently in California recently. See Dennis
26 Ventry, *Intuit’s end-run: Once again, it’s targeting two free programs that help California taxpayers*
27 *file their state returns*, L.A. Times, July 21, 2010, at
<http://articles.latimes.com/2010/jul/21/opinion/la-oe-ventry-intuit-20100721>.

27 ² U.S. Gen. Accounting Office, *Tax Administration: Many Taxpayers Rely on Tax Software and*
IRS Needs to Assess Associated Risks, GAO-09-297 at 5 (Feb. 2009).

28 ³ Intuit Inc. Annual Report on Form 10-K at p. 3.

1 completion of the electronic tax preparation services, Defendant offers customers the option to e-file
2 their return or print out the return and mail it themselves to the IRS.

3 16. In addition to a desktop version of the software, Defendant offers an online version
4 ("TurboTax Online") where customers create an account and fill out their tax information through a
5 web-based program at Defendant's website. Customer information is stored online, at least through
6 the current tax season, for access from multiple computers.

7 17. Customers visiting the TurboTax webpage are presented with various TurboTax
8 Online products, including the Free Edition, Basic, Deluxe, Premier, and Home & Business software
9 packages.

10 18. The poorly named TurboTax Online "Free Edition" is not free, for it requires
11 additional fees (typically \$19.95) to file a state return. According to Defendant's website,
12 "TurboTax Online is free until you decide to file, e-file or print your return."⁴ At that point,
13 customers must "purchase [the] TurboTax Online federal and state products."⁵

14 19. While Defendant prominently displayed and aggressively marketed its not-free "Free
15 Edition," it conceals from plain view what it calls its "Freedom Edition", which provides free e-
16 filing for both federal and state tax returns (for states participating in the FFA). The "Freedom
17 Edition," as opposed to the "Free Edition," is the free e-filing program that is the product of
18 TurboTax's participation in the FFA, and subject to Defendant's agreement with the IRS. The
19 Agreement, for example, requires Defendant to post links to free state filing programs from its free
20 e-file website (in this case, "Freedom Edition") and does not allow for loans secured by tax refunds.

21 20. Defendant's marketing and presentation steered many customers qualifying for free
22 federal *and* state filing away from the free "Freedom Edition" and toward the non-free "Free
23 Edition." Even if a consumer is able to find the "Freedom Edition" webpage, Defendant
24 misrepresents the nature of the free e-filing program so eligibility appears more strict than it actually

25 ⁴ Defendant Website, *Paying for TurboTax Online*, at [http://turbotax.intuit.com/
26 support/iq/Working-on-My-Return/Paying-for-TurboTaxOnline/GEN12234.html?_requestid=99538](http://turbotax.intuit.com/support/iq/Working-on-My-Return/Paying-for-TurboTaxOnline/GEN12234.html?_requestid=99538)
(last accessed Oct. 11, 2011).

27 ⁵ Defendant Website, *Get Your Refund Fast: Efile Your 2010 Taxes with TurboTax*, at
28 <http://turbotax.intuit.com/best-tax-software/why-choose-turbotax/start-now-finish-faster.jsp> (last
accessed Oct. 11, 2011).

1 is.

2 21. Defendant for example represents that non-military customers only qualify if they
3 "earned \$31,000 or less [as] Your Adjusted Gross Income" or "qualify for the Earned Income
4 Credit",⁶ but the actual Free File program is open to taxpayers with a 2010 AGI (individual or
5 combined) of \$58,000 or less.

6 22. Defendant also represents that individuals qualifying for Free File program "also
7 qualify for FREE STATE filing in the following states: AL, AR, AZ, GA, IA, ID, KY, MI, MN,
8 MO, MS, NY, NC, ND, OK, OR, RI, SC, VA, VT, WV. If your state does not sponsor a Free File
9 Program, you can still prepare and file a state return with the Freedom Edition for only \$14.95
10 (credit card required)."⁷ Defendant failed to disclose the twenty-seven states that either offer free e-
11 filing (CA, CO, CT, DE, DC, IL, IN, KS, LA, ME, MD, MA, NJ, NM, OH, PA, UT, and WI) or
12 don't require state income tax return filing for W2 wage income (AK, FL, NV, NH, SD, TN, TX,
13 WA, and WY). In this way, Defendant steered lower income individuals (that did not have a credit
14 card to pay what they thought would be state tax imposed fees) from one of those states back to its
15 "Free Edition".

16 23. Defendant sought to maximize participation in the "Free Edition" because it, unlike in
17 the "Freedom Edition" context, was not proscribed from using predatory refund anticipation loan
18 products, a major source of income for Defendant. While the FFA Agreement with the IRS
19 contemplates reasonable payment for some state tax returns, it prohibits predatory refund
20 anticipation loans (the focus of Plaintiff's complaint) as a source of financing.

21 C. Defendant Markets and Facilitates Refund Anticipation Loan Products at
22 Exorbitant Quadruple-Digit Interest Rates to Lower Income Individuals

23 24. Refund Anticipation Loans ("RAL") are short-term loans or extensions of credit that
24 are secured and repaid directly from the consumer's IRS tax refunds. These loans are marketed,
25 arranged and facilitated by for-profit tax preparers such as Defendant. RALs include exorbitant
26 finance charges that, when properly calculated in accordance with the Truth in Lending Act, 15

27 ⁶ Intuit Tax Freedom Project webpage, <http://turbotax.intuit.com/taxfreedom/> (last accessed Oct.
28 18, 2011).
⁷ Id.

1 U.S.C. § 1601, *et seq.* ("TILA"); often exceed 100% APR.

2 25. Although a significant profit source to Defendant and other for-profit tax preparers,
3 these bank products provide little to no value to consumers at predatory interest rates and fees, often
4 in conjunction with exorbitant tax preparation fees for straightforward tax filings. Tax filers can
5 usually get their federal tax refund in 8 to 15 days by direct deposit, without getting a loan or paying
6 any extra fees to companies like Defendant. The IRS usually issues refunds by check within 21 to
7 28 days.

8 26. The Department of Treasury has determined that RAL usage is highly concentrated in
9 poor and minority communities.⁸ Across the U.S., just 20% of all communities account for nearly
10 70% of all RALs.⁹ The median adjusted gross income among RAL consumers is \$19,768.¹⁰

11 27. Defendant markets RALs to its customers for whom it provides tax preparation
12 services, as fees from these predatory bank products accounted for significant profits of Defendant.

13 **D. Disclosure Requirements Under the Truth In Lending Act**

14 28. TILA, and its implementing Regulation Z, 12 C.F.R. Part 226, establish requirements
15 for accurate disclosure of interest rates and finance charges when creditors provide loans and
16 extensions of credit to consumers.

17 29. Defendant is a creditor and Plaintiff and Class Members are consumers for purposes
18 of TILA.

19 30. Violations of TILA are determined on an objective standard, based on the
20 representations in the relevant disclosure documents, with no necessity to establish the subjective
21 misunderstanding or reliance of particular consumers.

22 31. Finance charges within the meaning of TILA include fees and amounts charged by
23 third parties where the contracting party requires the use of a third party or where the creditor retains
24 a portion of the third-party charge.

25
26 ⁸ "Characteristics of User of Refund Anticipation Loans and Refund Anticipation Checks," U.S.
27 Department of Treasury, 2010, at p. 1.

⁹ *Id.* at p. 17-20.

¹⁰ *Id.* at 16.

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1 E. California Refund Anticipation Loan Laws

2 32. Many states, including the state of California, have passed laws specifically targeting
3 RALs and refund access checks ("RACs") in an effort to eradicate long-standing, deceptive and
4 unconscionable practices in the for-profit tax preparer industry. The California statutes governing
5 RALs and tax preparers, Cal. Bus. And Prof. Code § 22250 *et seq.* ("California RAL laws"), focus
6 on the practices of tax preparers like Defendant who market and facilitate RALs and RACs through
7 third-party banks who actually provide the loans and the bank products.

8 33. Under California's RAL laws, a RAL includes any "loan, whether provided by the tax
9 preparer or another entity, such as a financial institution, in anticipation of, and whose payment is
10 secured by, a client's federal or state income tax refund or by both." Cal Bus & Prof Code §
11 22251(f).

12 34. California RAL laws define a "tax preparer" as a person or business entity, who,
13 among other things, "assists with or prepares tax returns for another person or who assumes final
14 responsibility for completed work on a return." Cal Bus & Prof Code § 22251(a)(1). This includes
15 business entities who have associated with it persons who "shall have as part of their responsibilities
16 the preparation of data and ultimate signatory authority on tax returns or that holds itself out as
17 offering those services or having that authority."

18 35. Defendant is a "tax preparer," as defined by California RAL laws. For example,
19 Defendant's 2011 terms of service are entitled "Terms of Service for TurboTax Online Tax
20 Preparation Services", and guarantee that Defendant "diligently works to ensure the accuracy of the
21 calculations on every form prepared using TurboTax Online tax preparation software."

22 36. California RAL laws prohibit tax preparers such as Defendant from engaging in
23 certain practices with regard to the facilitating of RALs, requiring written disclosures of certain
24 critical information about RALs, such as the finance charges and lower-cost alternatives.
25 Specifically, prior to the client's completion of the RAL application, California RAL laws require all
26 tax preparers/facilitators to provide the client with "a clear, written disclosure" conspicuously
27 detailing information about the interest rate, fees and timing of the RAL, as well as alternative means
28

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1 to receive refunds from the IRS in a timely manner without exorbitant add-on charges. Cal Bus &
2 Prof Code § 22253.1(d)(1).

3 37. Additionally, prior to the client's consummation of the RAL transaction, a tax
4 preparer/facilitator must provide a disclosure in either written or electronic form conspicuously
5 detailing all fees associated with the loan, more cost-effective means of receiving refunds from the
6 IRS, and the loan's interest rate as calculated by guidelines established by TILA.

7 38. Perhaps the most critical disclosure required by California RAL laws is the interest
8 rate for any loan product. California RAL laws require all tax preparers to disclose the interest rate
9 for RALs "using the guidelines established under the federal Truth in Lending Act (15 U.S.C. Sec.
10 1601 and following)." Cal Bus & Prof Code § 22253.1(d)(2); *see also* Cal Bus & Prof Code §
11 22253.1(f)(2) (A tax preparer who facilitates or offers to facilitate a refund anticipation loan is
12 prohibited from "[m]isrepresenting a material factor or condition of a refund anticipation loan.").

13 39. A tax preparer who violates any provision of California RAL laws is liable directly to
14 the consumer for (a) statutory damages of \$1,000, and (b) reasonable attorney's fees and costs of
15 prosecution. Cal Bus & Prof Code § 22257.

16 **F. Defendant's Illegal Conduct Regarding its Refund Processing Option**

17 40. Throughout the Class Period, Defendant has facilitated RALs through arrangements
18 with banking partners. Defendant marketed and facilitated a RAL product it referred to as "Refund
19 Processing Services".¹¹ This "Refund Processing" payment option was "formerly known as Refund
20 Transfer —no matter what it's called, it's a method a processing your refund to deduct TurboTax
21 fees."¹² As used herein, "Refund Processing Option", "RPO" and "RPO-RAL" refer to Defendant's
22 practice of deducting fees from a consumer's federal tax return and encompass both Refund
23 Processing and Refund Transfer, which are identical.

24 41. TurboTax Online users are charged for the Defendant's tax preparation services and
25 software and any additional services they might select at the conclusion of the tax preparation

26 ¹¹ Defendant Webpage, "Using Refund Transfer or Refund Processing Services to Pay TurboTax
27 Fees"; at <http://turbotax.intuit.com/support/ig/Tax-Refund/Using-Refund-Transfer-or-Refund-Processing-Services-to-Pay-TurboTax-Fees/GEN12098.html> (last accessed Jan. 3, 2012).
28 ¹² *Id.*

1 process. In addition to paying immediately with a credit card, Defendant provides the option (RPO)
2 of deferring payment of those fees until the tax refund has been received from the IRS, deducting
3 these fees from the refund amount. On information and belief, this component of these bank
4 products expands the market for Defendant's tax preparation services, increases the amount that can
5 be charged for electronic tax preparation services, and increases the fees collected by Defendant.

6 42. During the Class period, Defendant, through its proprietary software, facilitated RPOs
7 to its customers (including Plaintiff and all members of the Class), following common practices and
8 procedures and using uniform forms, applications and disclosures as described below. RPOs entail
9 the establishment of a deposit account at the participating bank¹³ ("Deposit Account"). The Deposit
10 Account is a non-interest-bearing account established for the sole purpose of receiving the
11 consumer's federal tax refund and dispersing those funds in a limited manner.

12 43. The consumer cannot make any other deposits to this dummy account or direct any
13 other withdrawals. When the consumer's tax return is sent to the IRS, the dummy account is
14 identified as the destination for any refund to which the consumer may be entitled. Once the IRS is
15 notified, the refund destination cannot be changed. If for any reason the consumer's refund is not
16 deposited in the dummy account or if the refund is less than anticipated based upon Defendant's tax
17 preparation services and/or fees, the consumer is still held liable for the full amount of the loan.

18 44. When the consumer's tax refund is deposited into the Deposit Account, before any
19 funds are disbursed to the consumer, funds are disbursed to pay, among other things:

- 20 a. Refund Processing Fees or Refund Processing Service Fees (collectively,
21 "Refund Processing Service Fees") (typically \$29.95), some of which are
22 received by Defendant;
- 23 b. TurboTax Fees which include the fees and charges related to the preparation,
24 processing and transmission of the customer's tax return owed to Defendant;
- 25 c. Amounts to pay for additional products and services purchased plus applicable
26 taxes; and

27 ¹³ During the Class Period, these banks were University National Bank of St. Paul, MN and
28 Santa Barbara Bank & Trust.

1 d. Any other applicable debts owed including, for example, a \$10 fee in the
2 event that the customer provides incorrect banking information.

3 Any remaining funds are disbursed to the consumer either by direct deposit to a checking or savings
4 account or direct deposit to a prepaid debit card.

5 45. RPOs are encompassed by RALs, as defined by California RAL laws. With an RPO,
6 Defendant grants deferral of payment for approximately 8 to 15 days (the time period needed to
7 receive the tax refund). Defendant provides no disclosure of the **quadruple-digit** interest rate or
8 finance charge for the RTPO in violation of TILA, California RAL laws, and California's consumer
9 protection laws. *See, e.g., U.S. F.D.I.C. Amended Notice of Charges for an Order to Cease and*
10 *Desist, In the Matter of Republic Bank & Trust Company, Louisville Kentucky, dated May 3, 2011 at*
11 *¶ 34 ("By failing to disclose to taxpayers in the Assisted Refund transactions that the TRAF [deposit*
12 *account fee] are finance charges for deferral of the tax preparation fees owed, the EROs [such as*
13 *Defendant] have violated the written disclosure requirements under TILA on a nationwide basis in*
14 *each Assisted Refund transaction").*

15 46. Defendant receives a portion of the Refund Processing Service Fees. Defendant's
16 consolidated financial statements (available at Defendant's website) confirm receipt of such fees.

17 **G. Factual Allegations as to Plaintiff Sache Quildon**

18 47. Ms. Quildon purchased an RPO-RAL from Defendant in 2011 for the 2010 tax year.
19 Plaintiff utilized TurboTax Online's electronic tax preparation software on or around March 30,
20 2011. Defendant estimated Plaintiff's refund to be \$3,604 (federal) and \$294 (state). Defendant e-
21 filed Plaintiff's taxes.

22 48. Defendant's fee for these services was \$30.95. Plaintiff did not pay this fee at this
23 time but deferred payment to be taken out of her tax refund, which would be direct deposited into a
24 one-transaction dummy account (Deposit Account).

25 49. Defendant charged Plaintiff \$29.95 to set up a Deposit Account to which the IRS
26 deposited the tax refund of \$3,543.10. Upon information and belief, Plaintiff received her funds via
27 direct deposit approximately 2 weeks after their return was filed.
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1 50. Plaintiff purchased a RPO-RAL which entitled her to an approximate fourteen day
2 loan of the Defendant's electronic tax preparation and filing fee (\$30.95). Thus \$30.95 was the total
3 amount financed or principal.

4 51. The finance charge included the Refund Processing Service Fee (\$29.95).

5 52. Thus, Plaintiff paid \$29.95 for an approximate 14-day loan of \$30.95. The APR,
6 properly calculated in accordance with TILA, was an exorbitant quadruple-digit interest rate. Such
7 interest rates also violated California's usury laws.

8 53. Defendant failed to provide any disclosure regarding the APR or finance charges
9 regarding this loan.

10 **IV. CLASS ACTION ALLEGATIONS**

11 54. Plaintiff brings this action on her own behalf and on behalf of all other persons
12 similarly situated as follows:

13 All natural persons residing in California who after January 13, 2008
14 used TurboTax Online and received a Refund Processing Option
15 payment facilitated by Defendant and Defendant's fees were deducted
16 from the deposit account established for the Refund Processing Option
17 payment.

18 55. Specifically excluded from the Class are: (a) all state court judges who preside over
19 this case and their spouses; (b) all persons who elect to exclude themselves from the Class; (c) all
20 persons who have previously executed and delivered to Defendant releases of all their claims for all
21 of their Class claims; and (d) Defendant's employees, officers, directors, agents, and representatives
22 and their family members.

23 56. Plaintiff further brings this action on behalf of herself and two further subclasses
24 defined as:

25 **Usurious Interest SubClass**

26 All natural persons residing in California who after January 13, 2009
27 used TurboTax Online and received a Refund Processing Option
28 payment facilitated by Defendant and Defendant's fees were deducted
29 from the deposit account established for the Refund Processing Option
30 payment.

31 **Usurious Interest and Penalty SubClass**

32 All natural persons residing in California who after January 13, 2010
33 used TurboTax Online and received a Refund Processing Option

1 payment facilitated by Defendant and Defendant's fees were deducted
2 from the deposit account established for the Refund Processing Option
3 payment.

4 57. Specifically excluded from the Subclasses are: (a) all state court judges who preside
5 over this case and their spouses; (b) all persons who elect to exclude themselves from the Class; (c)
6 all persons who have previously executed and delivered to Defendant releases of all their claims for
7 all of their Class claims; and (d) Defendant's employees, officers, directors, agents, and
8 representatives and their family members.

9 58. The Class is so numerous that joinder of all members is impracticable, and the
10 disposition of their claims in a Class Action will benefit the parties and the Court. At this time,
11 Plaintiff does not know the exact size of the Class. Based on information and belief, the Class is
12 comprised of at least thousands of members so as to render joinder of all Class Members
13 impracticable.

14 59. Common questions of law and fact predominate over individual issues. There is a
15 well-defined community of interest in the questions of law and fact involved affecting members of
16 the Class. The questions of law and fact common to the Class predominate over questions affecting
17 only individual Class members, and include, but are not limited to, the following:

- 18 a. Whether Defendant disclosed to consumers for which it facilitated RPOs the
19 interest rate and/or finance charge, calculated as required by TILA;
- 20 b. Whether Defendant's failure to disclose the interest rate and/or finance
21 charges as required by TILA violated California RAL laws;
- 22 c. Whether Defendant's failure to disclose the interest rate and/or finance
23 charges as required by TILA violated Cal. Bus. & Prof. Code §17200, *et seq.*;
- 24 d. Whether Defendant provided any disclosure of the interest rate and/or finance
25 charge for the RPOs it facilitated to consumers in California during the Class
26 Period, and if not whether such failure violated California RAL laws and/or
27 Cal. Bus. & Prof. Code §17200, *et seq.*;
- 28 e. Whether the \$29.95 Refund Processing Service Fee constitutes interest under
California's usury laws (for the Subclasses);
- f. Whether Defendant's conduct regarding the RPO transactions violated
California's usury laws (for the Subclasses); and

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8. Whether Defendant's violations of California's usury laws constitutes a violation of Cal. Bus. & Prof. Code §17200, *et seq.*

60. Plaintiff's claims are typical of the other Class Members' claims. As described above, Defendant uses common practices, applications, forms and disclosures in committing the conduct that Plaintiff alleges damaged her and the Class Members. Defendant uniformly violated California's RAL, consumer protection, and usury laws by engaging in the conduct as described above, and these violations had the same effect on each member of the Class.

61. Plaintiff is an adequate representative of the Class because she fits within the class definition and her interests do not conflict with the interests of the members of the Class and Subclasses she seeks to represent. Plaintiff will prosecute this action vigorously for the benefit of the entire Class. Plaintiff is represented by experienced and able attorneys. Class counsel have litigated numerous class actions and complex cases, and Plaintiff's counsel intend to prosecute this action vigorously for the benefit of the entire Class. Plaintiff and class counsel can and will fairly and adequately protect the interests of all of the members of the Class.

62. A class action is superior to other available methods for fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for Class members to prosecute their claims individually.

63. The trial and litigation of Plaintiff's claims are manageable. Individual litigation of the legal and factual issues raised by Defendant's conduct would increase delay and expense to all parties and the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court. Moreover, Defendant's application of California law to all of its consumers provides for a worldwide class.

64. Defendant acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class members would create the risk of

1 inconsistent or varying adjudications with respect to individual members of the Class that would
2 establish incompatible standards of conduct for Defendant.

3 65. Absent a class action, Defendant will likely retain the benefits of its wrongdoing.
4 Because of the small size of the individual Class members' claims, few, if any, Class members could
5 afford to seek legal redress for the wrongs complained of herein. Absent a representative action, the
6 Class members will continue to suffer losses and Defendants will be allowed to continue these
7 violations of law and to retain the proceeds of their ill-gotten gains.

8 **V. CAUSES OF ACTION**

9 **A. FIRST CAUSE OF ACTION: VIOLATION OF CALIFORNIA REFUND**
10 **ANTICIPATION LOAN LAWS (CAL. BUS. & PROF. CODE § 22250 ET SEQ.)**

11 66. Plaintiff incorporates by reference each of the foregoing allegations.

12 67. The named plaintiff and all class members are "clients" as defined by Cal Bus & Prof
13 Code § 22251(e).

14 68. Defendant is a "tax preparer" as defined by Cal Bus & Prof Code § 22251(a).

15 69. The RPOs facilitated by Defendant are RALs as defined by Cal Bus & Prof Code §
16 22251(f).

17 70. Defendant violated Cal Bus & Prof Code §§ 22253.1(d)(1)-(2) and Cal. Bus. & Prof.
18 Code § 22253.1(f)(2) by failing to disclose, at multiple points throughout the RAL facilitation
19 process, forms separate from the bank product application articulating the interest rate "using the
20 guidelines established under the federal Truth in Lending Act (15 U.S.C. Sec. 1601 and following)"
21 for each RPO it facilitated for a Class Member. For each RPO, Defendant failed to disclose any
22 interest rate or finance charge and failed to disclose the Refund Processing Service Fee as a finance
23 charge.

24 71. Defendant violated Cal. Bus. & Prof. Code §§ 22253.1(d)(1)-(2), and Cal. Bus. &
25 Prof. Code § 22253.1(f)(2) by failing to disclose to each Class Member who received an RPO in a
26 clear, written disclosure containing the RAL fee schedule.

1 72. Defendant violated Cal. Bus. & Prof. Code §§ 22253.1(d)(1)-(2), and Cal. Bus. &
2 Prof. Code § 22253.1(f)(2) by failing to disclose to each Class Member who received an RPO in
3 either written or electronic form the estimated annual percentage rate for the RPO, using the
4 guidelines established under TILA.

5 73. Defendant violated Cal. Bus. & Prof. Code §§ 22253.1(d)(1)-(2), and Cal. Bus. &
6 Prof. Code § 22253.1(f)(2) by failing to disclose in a clear, written disclosure containing the RAL
7 fee schedule.

8 74. For each violation set forth herein Defendant is liable under Cal. Bus. & Prof. Code §
9 22257 for (a) statutory damages of \$1,000, and (b) reasonable attorney's fees and costs of
10 prosecution. Cal. Bus. & Prof. Code § 22257.

11 B. **SECOND CAUSE OF ACTION: VIOLATION OF CAL. BUS. & PROF.**
12 **CODE §17500, ET SEQ. - FALSE ADVERTISING.**

13 75. Plaintiff incorporates by reference each of the foregoing allegations.

14 76. Defendant is a "person" for the purposes of Cal. Bus. & Prof. Code §17506.

15 77. Pursuant to Cal. Bus. & Prof. Code §17500, it is unlawful for any person or business
16 to make untrue or misleading representations with regard to the services they advertise, with the
17 intent of inducing customers to purchase services, among other things.

18 78. Each of Defendant's violations of California RAL laws set forth above in the First
19 Cause of Action is also a violation of Cal. Bus. & Prof. Code §17500.

20 79. In addition, Defendant violated Cal. Bus. & Prof. Code §17500, *et seq.* by not
21 accurately disclosing the finance charge for each RPO purchased by a Class Member within the
22 Class Period. Indeed, for each RPO Defendant failed to disclose any interest rate or finance charge.
23 Each of these acts constitutes a violation of Cal. Bus. & Prof. Code §17500, *et seq.*, in that
24 Defendant, with the intent to induce California consumers to purchase tax preparation services and
25 RPOs, has made and disseminated untrue and misleading statements, which it knew or reasonably
26 should have known were untrue or misleading at the time the statements were made.

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1 80. Plaintiff and the Class Members have been damaged as a result of Defendant's unfair,
2 unlawful and deceptive conduct alleged herein. They are entitled to injunctive relief and restitution,
3 in an amount to be proven at trial.

4 **C. THIRD CAUSE OF ACTION: VIOLATION OF CALIFORNIA'S USURY**
5 **LAW**

6 81. Plaintiff incorporates by reference each of the foregoing allegations.

7 82. Defendant violated Cal. Const., art. XV, § 1 and Cal. Civ. C. § 1916-1 *et seq.*
8 ("California's usury laws").

9 83. Plaintiff and the Subclasses are "borrowers" for the purposes of California's usury
10 laws.

11 84. Through its RPO scheme, Defendant charged Plaintiff and the Subclass Members a
12 fee (the Refund Processing Service Fee) in exchange for extending the time for Plaintiff and the
13 Subclass Members to pay an obligation due to Defendant (the charges associated with Defendant's
14 electronic tax preparation and filing services). This transaction constitutes a forbearance and/or loan
15 to which California's usury laws apply.

16 85. The Refund Processing Service Fee was paid by Plaintiff and the Subclasses solely or
17 primarily for the forbearance and/or loan. Defendant's attempt to construe the fee as an
18 administrative fee incidental to the underlying obligation was a ruse and merely a device through
19 which usurious interest would be exacted by Defendant.

20 86. The Refund Processing Service Fee constitutes interest under California's usury laws.
21 As such, the transaction violated California's usury laws at the time the transaction was first made.

22 87. With the RPO transactions, Defendant took and received interest paid by Plaintiff and
23 the Subclasses well in excess of the statutory maximum permitted by California's usury laws.

24 88. The obligation (the tax preparation and filing charges) and interest (the Refund
25 Processing Service Fee) were absolutely repayable by Plaintiff and the Subclasses.

26 89. The transactions complained of herein were therefore usurious under California's
27 usury laws.

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90. Defendant had a willful intent to enter into a usurious transaction.

91. Defendant's arrangement with various banks, whereby the bank collected Refund Processing Service Fees from Plaintiff and the Subclasses and delivered a substantial portion thereof to Defendant was essentially a sham arrangement with the aim of evading California's usury law. Defendant received usurious interest in violation of California's usury laws.

92. Plaintiff and the Usurious Interest Subclass are thus entitled to the amount of the usurious interest exacted by Defendant. Plaintiff and the Usurious Interest and Penalty Subclass are thus entitled to the amount of the usurious interest exacted by Defendant as well as three times the usurious interest exacted by Defendant.

D. FOURTH CAUSE OF ACTION: VIOLATION OF CAL. BUS. & PROF. CODE §17200, ET SEQ. – UNLAWFUL, FRAUDULENT, AND UNFAIR BUSINESS ACTS AND PRACTICES

93. Plaintiff incorporates by reference each of the foregoing allegations.

94. Each of Defendant's violations of the California RAL Laws, TILA and Cal. Bus. & Prof. Code §17500, *et seq.*, and California's usury laws set forth above is an "unlawful" act providing the basis for a finding of liability under the "unlawful" prong of Cal. Bus & Prof. Code §17200, *et seq.*

95. In addition, Defendant violated Cal. Bus & Prof. Code §17200, *et seq.* by not accurately disclosing the finance charge for each RPO purchased by a Class Member within the Class Period. For each RPO, Defendant failed to disclose any interest rate or finance charge. Each of these acts constitutes unfair, unlawful, and deceptive business act and practice in violation of Cal. Bus & Prof. Code §17200, *et seq.*

96. Defendant's unfair, unlawful, and deceptive acts and practices alleged herein are objectively material to a reasonable consumer and have deceived and/or are likely to deceive Plaintiff, the Class Members and other reasonable consumers.

97. Plaintiff and the Class Members have been damaged as a result of Defendant's unfair, unlawful and deceptive conduct alleged herein. They are entitled to injunctive relief and restitution, in an amount to be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment in favor of herself and the Class for the following:

A. That the Court determine that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure; that Plaintiff is a proper class representative; and that the best practicable notice of this action be given to members of the Class represented by Plaintiff;

B. That judgment be entered against Defendant and in favor of Plaintiff and the Class on the Causes of Action in this Complaint, for statutory damages under California RAL laws;

C. That judgment be entered against Defendant for injunctive and equitable relief, restitution, compensatory and treble damages in an amount to be determined at trial;

D. That judgment be entered against Defendant finding that the conduct of Defendant is in violation of Cal. Bus & Prof. Code §§17200, *et seq.*, and §§17500, *et seq.*, and enjoining Defendant from continuing in such conduct;

E. That judgment be entered against Defendant finding that the conduct of Defendant is in violation of Cal. Const., art. XV, § 1 and Cal. Civ. C. § 1916-1 *et seq.*, and that Plaintiff and the Usurious Interest Subclass are thus entitled to the amount of the usurious interest exacted by Defendant and Plaintiff and the Usurious Interest and Penalty Subclass are further entitled to thrice the amount of the usurious interest exacted by Defendant;

E. That judgment be entered against Defendant imposing interest on damages;

F. That judgment be entered against Defendant imposing litigation costs and attorneys' fees; and

G. For all other and further relief as this Court may deem necessary and appropriate.

Plaintiff demands a jury trial on all issues so triable.


Respectfully Submitted,

CARNEY WILLIAMS BATES

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Attorneys for Plaintiff Sache Quildon and the Class

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gillian L. Wade (SBN 229124) M. Isaac Miller (SBN 266459) 2800 Donald Douglas Loop North Santa Monica, CA 90405 TELEPHONE NO.: 310-396-9600 FAX NO.: 310-396-9600 ATTORNEY FOR (Name): SACHE QUILDON, et. al.		FOR COURT USE ONLY ENDORSED 2012 JAN 13 1P 2:00 David H. Yanes, Clerk of the Superior Court County of Santa Clara Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose and 95113-1090 BRANCH NAME: Santa Clara County Superior Court		CASE NUMBER: 112CV216744 JUDGE: DEPT:
CASE NAME: Sache Quildon et. al. v. Intuit, Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

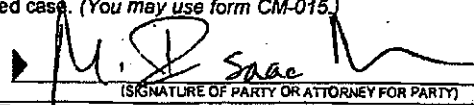
1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) Other PIP/D/W (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/D/W (23) Non-PIP/D/W (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/D/W tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 1/13/12
M. Isaac Miller

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death</p> <p>Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p>Other P/DP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04)</p> <p>Asbestos Property Damage</p> <p>Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability <i>(not asbestos or toxic/environmental)</i> (24)</p> <p>Medical Malpractice (45)</p> <p>Medical Malpractice—Physicians & Surgeons</p> <p>Other Professional Health Care Malpractice</p> <p>Other P/DP/DWD (23)</p> <p>Premises Liability (e.g., slip and fall)</p> <p>Intentional Bodily Injury/PDWD (e.g., assault, vandalism)</p> <p>Intentional Infliction of Emotional Distress</p> <p>Negligent Infliction of Emotional Distress</p> <p>Other P/DP/DWD</p> <p>Non-P/DP/DWD (Other) Tort</p> <p>Business Tort/Unfair Business Practices (07)</p> <p>Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)</p> <p>Defamation (e.g., slander, libel) (13)</p> <p>Fraud (16)</p> <p>Intellectual Property (19)</p> <p>Professional Negligence (25)</p> <p>Legal Malpractice</p> <p>Other Professional Malpractice <i>(not medical or legal)</i></p> <p>Other Non-P/DP/DWD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36)</p> <p>Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06)</p> <p>Breach of Rental/Lease</p> <p>Contract <i>(not unlawful detainer or wrongful eviction)</i></p> <p>Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i></p> <p>Negligent Breach of Contract/Warranty</p> <p>Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09)</p> <p>Collection Case—Seller Plaintiff</p> <p>Other Promissory Note/Collections Case</p> <p>Insurance Coverage <i>(not provisionally complex)</i> (18)</p> <p>Auto Subrogation</p> <p>Other Coverage</p> <p>Other Contract (37)</p> <p>Contractual Fraud</p> <p>Other Contract Dispute</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14)</p> <p>Wrongful Eviction (33)</p> <p>Other Real Property (e.g., quiet title) (26)</p> <p>Writ of Possession of Real Property</p> <p>Mortgage Foreclosure</p> <p>Quiet Title</p> <p>Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p>Unlawful Detainer</p> <p>Commercial (31)</p> <p>Residential (32)</p> <p>Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p>Judicial Review</p> <p>Asset Forfeiture (05)</p> <p>Petition Re: Arbitration Award (11)</p> <p>Writ of Mandate (02)</p> <p>Writ—Administrative Mandamus</p> <p>Writ—Mandamus on Limited Court Case Matter</p> <p>Writ—Other Limited Court Case Review</p> <p>Other Judicial Review (39)</p> <p>Review of Health Officer Order</p> <p>Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03)</p> <p>Construction Defect (10)</p> <p>Claims Involving Mass Tort (40)</p> <p>Securities Litigation (28)</p> <p>Environmental/Toxic Tort (30)</p> <p>Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20)</p> <p>Abstract of Judgment (Out of County)</p> <p>Confession of Judgment <i>(non-domestic relations)</i></p> <p>Sister State Judgment</p> <p>Administrative Agency Award <i>(not unpaid taxes)</i></p> <p>Petition/Certification of Entry of Judgment on Unpaid Taxes</p> <p>Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27)</p> <p>Other Complaint <i>(not specified above)</i> (42)</p> <p>Declaratory Relief Only</p> <p>Injunctive Relief Only <i>(non-harassment)</i></p> <p>Mechanics Lien</p> <p>Other Commercial Complaint Case <i>(non-tort/non-complex)</i></p> <p>Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21)</p> <p>Other Petition <i>(not specified above)</i> (43)</p> <p>Civil Harassment</p> <p>Workplace Violence</p> <p>Elder/Dependent Adult Abuse</p> <p>Election Contest</p> <p>Petition for Name Change</p> <p>Petition for Relief From Late Claim</p> <p>Other Civil Petition</p>
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CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER:

112CV216744

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*,
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions,
you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Honorable Mark Pierce Department: 9

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: JUN 12 2012 Time: 1:30 pm in Department: 9

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:
Santa Clara County Superior Court
Coordinator
ADR Administrator
408-882-2530

Santa Clara County DRPA
408-792-2784

Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

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**CARNEY WILLIAMS BATES
PULLIAM & BOWMAN, PLLC**
Hank Bates (Ca. # 167688)
11311 Arcade Drive, Suite 200
Little Rock, Arkansas 72212
Tel: 501-312-8500

GOLOMB & HONIK, PC
Richard M. Golomb (*pro hac pending*)
Ruben Honik (*pro hac pending*)
Kenneth J. Grunfeld (*pro hac pending*)
1515 Market Street, Suite 1100
Philadelphia, Pennsylvania 19102
Tel: 215-985-9177

KU & MUSSMAN, PA
Brian T. Ku (*pro hac pending*)
M. Ryan Casey (*pro hac pending*)
12550 Biscayne Boulevard, Suite 406
Miami, Florida 33181
Tel: 305-891-1322

MILSTEIN ADELMAN, LLP
Gillian Wade (Ca. # 229124)
Isaac Miller (Ca. # 266459)
2800 Donald Douglas Loop North
Santa Monica, California 90405
Tel: 310-396-9600

Attorneys for Plaintiff Sache Quildon,
individually and on behalf of all others
similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SACHE QUILDON, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

INTUIT, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 112CV216744
(Assigned to Honorable Mark Pierce)

CLASS ACTION
**NOTICE OF CASE MANAGEMENT
CONFERENCE**

Date: June 12, 2012
Time: 1:30 p.m.
Dept: 9
Trial Date: None Set

1 PLEASE TAKE NOTICE THAT on January 13, 2012 the Honorable Mark Pierce set a Case
2 Management Conference on June 12, 2012 at 1:30 pm in Department 9 of the above referenced
3 Court.

4 Attached hereto as Exhibit A is the Court's Lawsuit Notice regarding the Case Management
5 Conference.

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8 DATED: January 23, 2012

MILSTEIN ADELMAN, LLP

9
10 By: 

Gillian L. Wade
M. Isaac Miller
Attorneys for Plaintiff,
Sache Quildon and the Proposed Class

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Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

EXHIBIT A

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER:

112CV216744

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons and Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civilrule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Honorable Mark Pierce Department: 9

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: JUN 12 2012 Time: 1:30 pm in Department: 9

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age of 18 and not a party to within action; my business address is **2800 Donald Douglas Loop North, Santa Monica, CA 90405.**

On January 23, 2012, I served the foregoing documents described as:

NOTICE OF CASE MANAGEMENT CONFERENCE

On interested parties in this action by sending a true copy of the document to the following parties as follows:

INTUIT, INC.
(CORPORATION SERVICE COMPANY)
2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833

Registered Agent for Service of Process

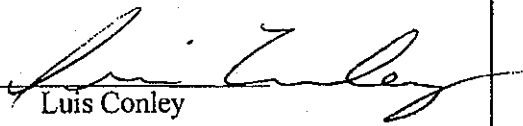
- (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via electronic mail to the offices of the addressees.
- (BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the addressees via Online Filing Service.
- (BY FACSIMILE) I transmitted pursuant Rule 2.306, the above-described document by facsimile machine (which complied with Rule 2003(3)), to the attached listed fax number(s). The transmission originated from facsimile phone number (310) 396-9635 and was reported as complete and without error.
- (BY OVER NIGHT DELIVERY) I caused such envelope(s) thereon fully prepaid to be placed in the Norco Overnight Express box at Santa Monica, California.
- (BY PERSONAL SERVICE) I caused such envelope(s) to be hand delivered to the offices of the addressees.
- xxxx (BY US MAIL) I caused such envelope(s) with postage thereon fully prepaid, with return receipt requested, to be placed in the United States mail at Santa Monica, California, pursuant to California Code of Civil Procedure § 415.40. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

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Executed on January 23, 2011, at Santa Monica, California

xxxx (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

----- (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Luis Conley

Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

1 **CARNEY WILLIAMS BATES**
PULLIAM & BOWMAN, PLLC
2 Hank Bates (Ca. # 167688)
11311 Arcade Drive, Suite 200
3 Little Rock, Arkansas 72212
Tel: 501-312-8500

4 **GOLOMB & HONIK, PC**
5 Richard M. Golomb (*pro hac pending*)
Ruben Honik (*pro hac pending*)
6 Kenneth J. Grunfeld (*pro hac pending*)
1515 Market Street, Suite 1100
7 Philadelphia, Pennsylvania 19102
Tel: 215-985-9177

8 **KU & MUSSMAN, PA**
9 Brian T. Ku (*pro hac pending*)
M. Ryan Casey (*pro hac pending*)
10 12550 Biscayne Boulevard, Suite 406
Miami, Florida 33181
11 Tel: 305-891-1322

12 **MILSTEIN ADELMAN, LLP**
Gillian Wade (Ca. # 229124)
13 Isaac Miller (Ca. # 266459)
2800 Donald Douglas Loop North
14 Santa Monica, California 90405
Tel: 310-396-9600

15 Attorneys for Plaintiff Sache Quildon,
16 individually and on behalf of all others
similarly situated

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SANTA CLARA**

19 SACHE QUILDON, individually and on behalf of)
20 all others similarly situated,)

21 Plaintiff,)

22 vs.)

23 INTUIT, INC., a Delaware corporation;)
24 and DOES 1 through 100, inclusive,)

25 Defendant.)

CASE NO.: 112CV216744

(Assigned to Honorable Mark Pierce)

CLASS ACTION

NOTICE OF PROOF OF SERVICE
PURSUANT TO CAL. CODE CIV. PROC.
SECTION 415.10

Date: June 12, 2012

Time: 1:30 p.m.

Dept: 9

Trial Date: None Set

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Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

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Attached hereto is the Plaintiffs' Proof of Service of the Summons, Class Action Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum, Alternative Dispute Resolution Package, Declaration of M. Isaac Miller Regarding Venue, Voluntary Efficient Litigation Stipulations, and Notice of Case Assignment for the following Defendant:

1. INTUIT, INC., a Delaware corporation,

DATED: January 27, 2012

MILSTEIN ADELMAN, LLP

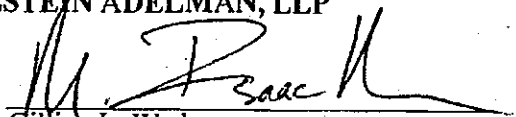
By: 
Gillian L. Wade
M. Isaac Miller
Attorneys for Plaintiff,
Sache Quildon and the Proposed Class

EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) GILLIAN L. WADE (SBN 229124) ISAAC MILLER (SBN 286459) MILSTEIN ADELMAN, LLP 2800 DONALD DOUGLAS LOOP NORTH SANTA MONICA, CA 90405 TELEPHONE NO.: (310) 396-9600 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST ST. MAILING ADDRESS: CITY AND ZIP CODE: SAN JOSE, CA 95113 BRANCH NAME:	
PLAINTIFF/PETITIONER: SACHE QUILDON, ET AL. DEFENDANT/RESPONDENT: INTUIT, INC., ET AL.	CASE NUMBER: 112CV216744
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 802402

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of :
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **CIVIL LAWSUIT NOTICE**
3.
 - a. Party served: (specify name of party as shown on documents served):
INTUIT, INC., a Delaware corporation
 - b. Person served (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)(specify name and relationship to the party named in item 3a):
BECKY DEGEORGE, CLERK FOR CSC LAWYERS, INC. (REGISTERED AGENT FOR SERVICE OF PROCESS)
4. Address where the party was served: **2730 GATEWAY OAKS DR., SUITE 100**
SACRAMENTO, CA 95833
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **JANUARY 23, 2012** (2) at (time) **2:52 PM**
 - b. **by substituted service.** On (date): _____ at (time) _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to the person indicated in item 3):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ (city): _____ or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PLANTIFF/PETITIONER: SACHE QUILDON, ET AL.	CASE NUMBER:
DEFENDANT/RESPONDENT: INTUIT, INC., ET AL.	112CV216744

5. c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

- (1) (date): _____ (1) (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt* (form 982(a)(4)).) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

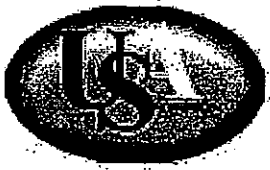
d. by other means (specify means of service and authorizing code section):
 Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant
- b. as the person sued under the fictitious name of (specify): _____
- c. on behalf of (specify): INTUIT, INC., a Delaware corporation
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: GARRY DICK
b. Address: 800 W. 1ST STREET, SUITE 200-B
LOS ANGELES, CALIFORNIA 90071
c. Telephone number: (213) 607-9000
d. The fee for service was: \$ _____



- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) registered California process server:
- (i) owner Employee independent contractor.
- (ii) Registration No.: 08-013
- (iii) County: PLACER

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: JANUARY 25, 2012

GARRY DICK
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHALL)

Garry Dick
(SIGNATURE)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age of 18 and not a party to within action; my business address is **2800 Donald Douglas Loop North, Santa Monica, CA 90405.**

On January 27, 2012, I served the foregoing documents described as:

NOTICE OF PROOF OF SERVICE OF SUMMONS

On interested parties in this action by sending a true copy of the document to the following parties as follows:

INTUIT, INC.
(CORPORATION SERVICE COMPANY)
2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833

Registered Agent for Service of Process

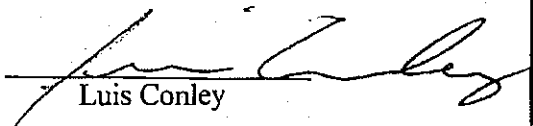
- (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via electronic mail to the offices of the addressees.
- (BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the addressees via Online Filing Service.
- (BY FACSIMILE) I transmitted pursuant Rule 2.306, the above-described document by facsimile machine (which complied with Rule 2003(3)), to the attached listed fax number(s). The transmission originated from facsimile phone number (310) 396-9635 and was reported as complete and without error.
- (BY OVER NIGHT DELIVERY) I caused such envelope(s) thereon fully prepaid to be placed in the Norco Overnight Express box at Santa Monica, California.
- (BY PERSONAL SERVICE) I caused such envelope(s) to be hand delivered to the offices of the addressees.
- xxxx (BY US MAIL) I caused such envelope(s) with postage thereon fully prepaid, with return receipt requested, to be placed in the United States mail at Santa Monica, California, pursuant to California Code of Civil Procedure § 415.40. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

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Executed on January 27, 2011, at Santa Monica, California

xxxx (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

----- (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Luis Conley

Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

1 **CARNEY WILLIAMS BATES**
PULLIAM & BOWMAN, PLLC
2 Hank Bates (Ca. # 167688)
11311 Arcade Drive, Suite 200
3 Little Rock, Arkansas 72212
Tel: 501-312-8500

4 **GOLOMB & HONIK, PC**
5 Richard M. Golomb (*pro hac pending*)
Ruben Honik (*pro hac pending*)
6 Kenneth J. Grunfeld (*pro hac pending*)
1515 Market Street, Suite 1100
7 Philadelphia, Pennsylvania 19102
Tel: 215-985-9177

8 **KU & MUSSMAN, PA**
9 Brian T. Ku (*pro hac pending*)
M. Ryan Casey (*pro hac pending*)
10 12550 Biscayne Boulevard, Suite 406
Miami, Florida 33181
11 Tel: 305-891-1322

12 **MILSTEIN ADELMAN, LLP**
Gillian Wade (Ca. # 229124)
13 Isaac Miller (Ca. # 266459)
2800 Donald Douglas Loop North
14 Santa Monica, California 90405
Tel: 310-396-9600

15 Attorneys for Plaintiff Sache Quildon,
16 individually and on behalf of all others
similarly situated

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SANTA CLARA**

19 SACHE QUILDON, individually and on behalf of)
20 all others similarly situated,)
21 Plaintiff,)
22 vs.)

23 INTUIT, INC., a Delaware corporation;
24 and DOES 1 through 100, inclusive,
25 Defendant.

) CASE NO.: 112CV216744
) (Assigned to Honorable Mark Pierce)
) **CLASS ACTION**
) **NOTICE OF AMENDED PROOF OF**
) **SERVICE PURSUANT TO CAL. CODE**
) **CIV. PROC. SECTION 415.10**
) **Date: June 12, 2012**
) **Time: 1:30 p.m.**
) **Dept: 9**
) **Trial Date: None Set**

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Attached hereto is the Plaintiffs' Proof of Service of the Summons, Class Action Complaint,
Civil Case Cover Sheet, Civil Lawsuit Notice and Alternative Dispute Resolution Package
Stipulations for the following Defendant:

1. INTUIT, INC., a Delaware corporation.

DATED: February 1, 2012

MILSTEIN ADELMAN, LLP

By: 

Gillian L. Wade
M. Isaac Miller
Attorneys for Plaintiff,
Sache Quidon and the Proposed Class

Milstein Adelman, LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) GILLIAN L. WADE (SBN 229124) ISAAC MILLER (SBN 266459) MILSTEIN ADELMAN, LLP 2800 DONALD DOUGLAS LOOP NORTH SANTA MONICA, CA 90405 TELEPHONE NO.: (310) 396-9600 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST ST. MAILING ADDRESS: CITY AND ZIP CODE: SAN JOSE, CA 95113 BRANCH NAME:	
PLAINTIFF/PETITIONER: SACHE QUILDON, ET AL. DEFENDANT/RESPONDENT: INTUIT, INC., ET AL.	CASE NUMBER: 112CV216744
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 802402

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents): **CIVIL LAWSUIT NOTICE**
3.
 - a. Party served: (specify name of party as shown on documents served):
INTUIT, INC., a Delaware corporation
 - b. Person served (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)(specify name and relationship to the party named in item 3a):
BECKY DEGEORGE, CLERK FOR CSC LAWYERS, INC. (REGISTERED AGENT FOR SERVICE OF PROCESS)
4. Address where the party was served: **2730 GATEWAY OAKS DR., SUITE 100**
SACRAMENTO, CA 95833
5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **JANUARY 23, 2012** (2) at (time) **2:52 PM**
 - b. by substituted service. On (date): _____ at (time) _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to the person indicated in item 3):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ (city): _____ or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age
4 of 18 and not a party to within action; my business address is **2800 Donald Douglas Loop North,**
5 **Santa Monica, CA 90405.**

6 On February 1, 2012, I served the foregoing documents described as:

7 **NOTICE OF AMENDED PROOF OF SERVICE PURSUANT TO**
8 **CAL. CODE CIV. PROC. SECTION 415.10**

9 On interested parties in this action by sending a true copy of the document to the following parties
10 as follows:

11 **Becky DeGeorge, Clerk for**
12 **INTUIT, INC.**
13 **(CORPORATION SERVICE**
14 **COMPANY)**
15 2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833

*Registered Agent for Service of
Process*

16 ----- (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via
17 electronic mail to the offices of the addressees.

18 ----- (BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the
19 addressees via Online Filing Service.

20 ----- (BY FACSIMILE) I transmitted pursuant Rule 2.306, the above-described document by
21 facsimile machine (which complied with Rule 2003(3)), to the attached listed fax number(s).
22 The transmission originated from facsimile phone number (310) 396-9635 and was reported as
23 complete and without error.

24 ----- (BY OVER NIGHT DELIVERY) I caused such envelope(s) thereon fully prepaid to be placed
25 in the Norco Overnight Express box at Santa Monica, California.

26 ----- (BY PERSONAL SERVICE) I caused such envelope(s) to be hand delivered to the offices of
27 the addressees.

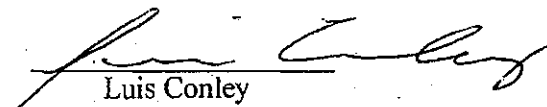
28 xxxxx (BY US MAIL) I caused such envelope(s) with postage thereon fully prepaid, with return
receipt requested, to be placed in the United States mail at Santa Monica, California, pursuant
to California Code of Civil Procedure § 415.40. I am readily familiar with this business'
practice for collecting and processing correspondence for mailing. On the same day that
correspondence is placed for collection and mailing, it is deposited in the ordinary course of
business with the United States Postal Service.

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Executed on February 1, 2012, at Santa Monica, California

xxxx (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

----- (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Luis Conley

1 **DECLARATION OF SERVICE**

2 I, Teresa Motichka, declare as follows:

3 I am employed in the County of San Francisco, State of California; I am over the age of
4 eighteen years and am not a party to this action; my business address is 555 Mission St., Ste. 3000,
5 San Francisco, California 94105, in said County and State. On February 22, 2012, I served the
6 within:

7 **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(b)**

8 to all counsel of record as listed below, as follows:



10 **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on the date
11 shown below. I am familiar with the firm's practice of collection and processing correspondence for
12 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of
13 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation
14 date or postage meter date is more than one day after date of deposit for mailing in affidavit.

15 **Attorneys for Plaintiff Sache Quildon**

16 **VIA U.S. MAIL**

17 Joseph Henry Bates
18 CARNEY WILLIAMS BATES PULLIAM
19 & BOWMAN, PLLC
20 11311 Arcade Drive
21 Suite 200
22 Little Rock, AR 72212
23 Ph: (501) 312-8500

24 **VIA U.S. MAIL**

25 Brian T Ku
26 M. Ryan Casey
27 KU AND MUSSMAN, PA
28 12550 Biscayne Boulevard
Suite 406
Miami, FL 33181
Ph: (305) 891-1322

29 **VIA U.S. MAIL**

30 Isaac Miller
31 MILSTEIN ADELMAN LLP
32 2800 Donald Douglas Loop North
33 Santa Monica, CA 90405
34 Ph: (310) 396-9600

35 **VIA U.S. MAIL**

36 Kenneth J. Grunfeld
37 Richard M. Golomb
38 Ruben Honik
39 GOLOMB AND HONIK, PC
40 1515 Market Street
41 Suite 1100
42 Philadelphia, PA 19102
43 Ph: (215) 985-9177

44 I certify under penalty of perjury that the foregoing is true and correct and that this
45 Declaration of Service was executed by me on February 22, 2012, at San Francisco, California.

46 By Teresa Motichka
47 Teresa Motichka
48