THE HONORABLE ADRIENNE McCOY
Department 54
Noted for Hearing: March 4, 2024
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

COLUMBIA DEBT RECOVERY, LLC, a Washington limited liability company, Plaintiff/ Counterclaim-Defendant, vs. JORDAN PIERCE, an individual, and DONTE GARDINER, an individual, Defendants/ Counterclaim-Plaintiffs, and GUSTAVO CORTEZ, TOWANA PELTIER and DARIUS MOSELY, Third-Party Plaintiffs vs. COLUMBIA DEBT RECOVERY, LLC, a Washington limited liability company, Third-Party Defendant	NO. 20-2-16403-8 SEA **DEFENDANTS/COUNTERCLAIM-PLAINTIFFS/THIRD-PARTY PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

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and JORDAN PIERCE, DONTE GARDINER, THOMAS G. HELLER, MARY ASHLEY ANCHETA, BETHANY HANSON, MEGAN SHANHOLTZER, CRYSTAL PAWLOWSKI, AND TALIA LUCKEN, Third-Party Plaintiffs, vs. THRIVE COMMUNITIES MANAGEMENT, LLC, a Washington limited liability company, THRIVE COMMUNITIES, INC., a Washington corporation, and BELKORP HOLDINGS, INC., a Washington Corporation d/b/a THE EDEN, Third-Party Defendants.	

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I. INTRODUCTION

Class Counsel[1] request an award of attorneys' fees and costs for their work securing a settlement for the CDR Class calculated using the lodestar approach. Class Counsel request an attorney's fee award of $300,000 and an award of $3,430.50 in costs. This litigation has been extremely hard fought over more than four years. Throughout that time, Class Counsel have litigated the case on an entirely contingent basis with no guarantee they would ever be paid anything in attorney's fees. Even after the Court denied class certification in the matter, Class Counsel and the Class Representatives put the interests of absent class members ahead of their own, seeking interlocutory review of the order, and then defeating CDR's motion to deny class certification and strike the class allegations. But for those efforts, the Settlement Class would have recovered nothing.

Because of the work of Class Counsel and the Class Representatives, absent class members will recover more than 83% of their alleged damages—the amounts they paid to CDR in pre-judgment interest. This is an excellent outcome for the class members given the uncertainty created by the Court's initial denial of class certification and the fact that no class had been certified after years of litigation. In addition, the settlement provides for CDR's dismissal of all claims against Donte Gardiner and Jordan Pierce, relieving them of an alleged debt of more than $17,000.

For their work, Class Counsel seek an award of $300,000 in attorney's fees and $3,430.50 in litigation costs. Class Counsel seek an attorney's fee award calculated using the lodestar method. *See* Sub. No. 345, Ex. A (Settlement Agreement) § 3.03. Their requested hourly rates are reasonable and in line with rates awarded to attorneys of similar skill and reputation. And Class Counsel have carefully reviewed their time records to segregate time

[1] The Court's order granting preliminary approval of the settlement appoints the law firms of Terrell Marshall Law Group, Leonard Law, and Law Office of Paul Arons as Class Counsel. Unfortunately, Mr. Arons passed away on October 14, 2023. Terrell Marshall and Leonard Law will pay Mr. Arons' office its share of any fees awarded.

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spent working on claims against the landlords from time spent working on claims against CDR, and make billing judgment reductions where appropriate. Class Counsel's requested award is less than their total lodestar even after the reductions noted above. Class Counsel also request service awards of $1,000 each for the Class Representatives, which CDR does not contest.

II. STATEMENT OF FACTS

This case began in September 2019, when CDR sued Donte Gardiner and Jordan Pierce in King County District Court. See Sub. No. 1, Ex. B (CDR's original complaint). CDR obtained a default judgment against Mr. Gardiner and Mr. Pierce in February 2020 for more than $17,700, including over $1,500 in prejudgment interest calculated from the date of moveout. *Id.*, Ex. G (default order). After learning of the judgment, Mr. Gardiner and Mr. Pierce retained Sam Leonard to represent them in April 2020. By that time, the court was not hearing civil matters due to Covid. Mr. Leonard filed a motion to vacate the judgment in August 2020 and noted it for the earliest available hearing date after civil case operations resumed. Sub. No. 1, Ex. H at 8 (Leonard Decl. ¶ 8.). Despite over 100 pages of evidence showing that Mr. Gardiner and Mr. Pierce had viable defenses to CDR's claims and that they were not properly served (Sub. No. 1, Exs. I, J (declarations attaching flight confirmations showing travel to Texas at relevant time)), CDR refused to vacate the judgment and forced a hearing on the motion to vacate. Leonard Decl., Ex. 4 (August 31, 2020 email to Krista White requesting CDR voluntarily vacate).

Before the district court ruled on the motion to vacate, Mr. Gardiner and Mr. Pierce offered to settle the matter for $44,350, which included costs and Mr. Leonard's fees to date. Leonard Decl., Ex. 1. CDR refused, offering instead to reduce the alleged debt by the amount of the disputed early termination fee, leaving Mr. Gardiner and Mr. Pierce still in debt to CDR and with no payment of incurred attorneys' fees. *Id.* Mr. Gardiner and Mr. Pierce declined. District Judge Hirakawa entered an order vacating the judgment on October 7, 2020. Sub. No. 1, Ex. P. In short, significant litigation took place before Class Counsel filed Mr. Gardiner and Mr. Pierce's answer and class action counterclaims and removed the matter from district court to this Court because of CDR's actions. Dkt. No. 1.

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Class litigation then began. Tenants propounded written discovery to CDR in December 2020. Chandler Decl. ¶ 10. CDR produced hundreds of pages of documents, including its policy manual, internal emails, and information about its collection software, but objected to producing class-wide data reflecting the amounts CDR collected from Class members, among other things. The parties met and conferred by phone and had numerous written exchanges about the scope and substance of CDR's responses. *Id.*; *see also* Sub No. 217 (Declaration of Paul Arons) ¶ 3–4, Exs. 4–6 (describing efforts to confer). After further investigation, Mr. Pierce and Mr. Gardiner filed second amended counterclaims in July 2021. Sub No. 56. Tenants prepared and served CDR with a detailed notice of deposition under CR 30(b)(6) the following month. After the parties met and conferred regarding the scope of Tenants' deposition notice, Tenants deposed CDR's CR 30(b)(6) designee, William Wojdak, in September 2021. Chandler Decl. ¶ 11. CDR took depositions of Mr. Pierce and Mr. Gardiner that each lasted over four hours. Leonard Decl. ¶ 4.

Mr. Pierce and Mr. Gardiner moved to certify two CDR classes, as well as two classes against Thrive and Belkorp, which CDR and the landlords opposed. Sub Nos. 67, 91, 97, 101, 106–108. In March 2022, the Court denied certification—finding that the commonality and predominance requirements of certification were not met—but noting that a narrower class limited to particular fees might be certified. Sub Nos. 115–117.

Tenants sought discretionary review. *See* Sub Nos. 120, 122. Although the Commissioner denied the motion, the Commissioner agreed that Tenants might be able to seek certification of a narrower class. *See* Sub No. 261, Ex. 9 (Order Terminating Discretionary Review). CDR and the landlords offered at that point to individually settle Mr. Jordan and Mr. Pierce's claims (as well as the claims of Mary Ancheta and Thomas Heller), for a total of $20,000 inclusive of attorneys' fees. Leonard Decl., Ex. 2. Mr. Jordan and Mr. Pierce declined in favor of continuing to pursue the claims of absent class members. *Id.*

After the case was remanded in December 2022, Tenants sought and received leave to amend their counterclaims to, among other things, eliminate the CDR Termination-Fee Class

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and narrow the definition of the CDR Prejudgment Interest Class. Sub Nos. 177, 179. With the agreement of all parties, Tenants filed fourth amended counterclaims to correct typographical errors on February 8, 2023. Sub No. 186, 187. CDR filed a motion to deny certification and strike class allegations against CDR, arguing in part, that Mr. Gardiner's and Mr. Pierce's injuries were atypical because they did not make payments directly to CDR. Sub No. 223. Mr. Pierce and Mr. Gardiner moved for and were granted leave to file fifth amended counterclaims adding third-party plaintiffs Gustavo Cortez, Towana Peltier, and Darius Mosley, as representatives of the proposed CDR Prejudgment Interest Class. Sub Nos. 235, 254.

Tenants also requested that CDR supplement its responses to two requests for production served before the Tenants' appeal. CDR served its supplemental responses in March 2023, but the responses were still incomplete. Tenants advised CDR that its supplemental responses were deficient, and the parties met and conferred, but were unable to resolve their dispute. Chandler Decl. ¶ 12; *see also* Sub No. 217 ¶ 5–6. Tenants then moved to compel, which the Court granted in part. Sub No. 230.

Thrive and Belkorp each filed motions to deny class certification and strike the Tenants' class allegations shortly after CDR. Sub Nos. 234, 239. Tenants opposed all three motions. Sub Nos. 260, 263, 265.

On June 9, 2023, the Court held a lengthy hearing on the Defendants' motions to deny class certification. On June 20, 2023, the Court granted Thrive's and Belkorp's motions to deny class certification and strike class allegations, but denied CDR's motion. *See* Sub Nos. 288–290. Shortly after the Court's ruling, CDR and the Tenants began discussing potential resolution of the claims alleged by and against CDR. The parties stipulated to stay litigation of those claims to negotiate the Settlement. Sub No. 296; Chandler Decl. ¶ 13. Over the next several weeks, the parties engaged in arm's-length negotiations over settlement terms and the scope of the Settlement Class.

Based on the information produced by CDR in discovery and during negotiations, the Class Representatives' counsel determined that proposed Class Members paid a total of

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$104,305 to CDR that CDR allocated to prejudgment interest. Chandler Decl. ¶¶ 9-11. The $87,000 Class Fund represents more than 83% of the Settlement Class's alleged damages. No part of that Fund will be used to pay Class Representatives' awards, settlement administration costs, or attorney's fees. The Settlement provides that those amounts will all be paid separately by CDR, with the amount of any attorney's fee and cost award to be determined by the Court. *See* Sub. No. 345, Ex. A (Settlement Agreement) §§ 3.01, 3.02-3.04, 5.01, 5.02.

III. STATEMENT OF ISSUES

1. Should the Court award Class Counsel a reasonable attorneys' fee of $300,000, which is less than Class Counsel's lodestar?

2. Should the Court award Class Counsel their litigation costs of $3,430.50?

3. Should the Court award the Class Representatives reasonable service awards of $1,000 each?

IV. EVIDENCE RELIED UPON

This motion relies on the declarations of Blythe H. Chandler, Sam Leonard, and Sharon Grace filed in support of Class Counsel's motion for an award of attorneys' fees and service awards. Class Counsel's detailed and contemporaneous time records are attached to their declarations as exhibits.

V. ARGUMENT AND AUTHORITY

The Washington Consumer Protection Act provides that a successful plaintiff may recover "the costs of suit, including reasonable attorney's fees." RCW 19.86.090. This fee-shifting provision is intended "to encourage active enforcement of the underlying statute." *Bowers v. Transamerica Title Ins. Co.*, 100 Wn.2d 581, 595, 675 P.2d 193 (1983). The CPA's mandate for liberal construction applies equally to its provision for award of reasonable attorneys' fees. *See Progressive Animal Welfare Soc. v. Univ. of Wash.*, 114 Wn.2d 677, 683, 790 P.2d 604 (1990) (citing *Holland v. Boeing Co.*, 90 Wn.2d 384, 392, 583 P.2d 621 (1978)). "[C]lass suits are an important tool for carrying out the dual enforcement scheme of the CPA." *Dix v. ICT Grp.*, 160 Wn.2d 826, 837,

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Here, the Class's main claim against CDR is for per se violation of the CPA based on violation of the Collection Agency Act. Sub. No. 256 (Amended Answer & Fifth Amended Counterclaims) at § VII.[2] Because the Class prevailed on that claim, recovering approximately 83% of the total alleged damages, Class Counsel is entitled to a reasonable attorney's fee under RCW 19.86.090. Class Counsel's fee request does not include amounts spent on the other tenants claims that Thrive charge excessive early termination fees, because they have carefully reviewed their time and segregated out time spent litigating those claims and not included that time in this fee request. Chandler Decl. ¶ 17; Leonard Decl. ¶ 4; Grace Decl. ¶ 8.

"Under the CPA, attorney fees are calculated by establishing a lodestar fee then adjusting it up or down based upon the contingent nature of success and, in exceptional circumstances, based also on the quality of the work performed." *Edmonds v. John L. Scott Real Estate, Inc.,* 87 Wn. App. 834, 856–57, 942 P.2d 1072 (1997); *see also Staton v. Boeing Co.*, 327 F.3d 938, 966, 972 (9th Cir. 2003) (Where the parties to a class action have negotiated a settlement that provides both merits relief and a separate award of attorneys' fees and costs under a fee-shifting statute, "the amount of such attorneys' fees can be approved if [the fees] meet the reasonableness standard when measured against statutory fee principles," namely the "lodestar calculation method."). There are two steps to the lodestar method: (1) calculating the "lodestar figure" by "multiplying the number of hours reasonably expended by the attorney's reasonable hourly rates;" and (2) adjusting that figure up or down to reflect other factors such as "the contingent nature of success and the quality of work performed." *Smith v. Behr Process Corp.*, 113 Wn. App. 306, 341, 54 P.3d 665 (2002) (citing *Bowers*, 100 Wn.2d at 597).

The amount of reasonable attorney's fees often exceed the amount recovered for the plaintiff under the CPA. *See, e.g., Banuelos v. TSA Wash., Inc.*, 134 Wn. App. 607, 608, 141 P.3d

[2] The Class also made a claim under the FDCPA—but there was no work done on that claim that was not also necessary to establish the CPA claim. And the FDCPA also provides for an award of reasonable attorneys' fees in any case. 15 U.S.C. § 1692k(a)(3).

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652 (2006) (affirming judgment for the plaintiff of $4.27 in damages, trebled to $12.81, and $90,125 in attorney fees). Where a CPA action results in relief to persons other than those who brought the case, "then it follows that the reasonableness of the attorney's fee should be governed by substantially more than the import of the case to the plaintiff alone." *Ewing v. Glogowski*, 198 Wn. App. 515, 524, 394 P.3d 418 (2017) (affirming attorney fees award of $246,307.50, which included a 1.5 multiplier on the lodestar, where plaintiff recovered $50,000). In a CPA action, unlike other cases, the Court may award a multiplier to account for the risk associated with bringing the case. The "risk factor" requires the Court to determine "the likelihood of success at the outset of the litigation." *Bowers*, 100 Wn.2d at 598-99 (quoting *Copeland v. Marshall*, 205 U.S. App. D.C. 390, 641 F.2d 880, 893 (D.C. Cir. 1980)). An "award is not reasonable if it does not assure competent legal representation for the consumer" in CPA actions. *Connelly v. Puget Sound Collections*, 16 Wn. App. 62, 65, 553 P.2d 1354 (1976) (citing Comment, *Reasonable Attorneys' Fees and Treble Damages -- Balancing the Scales of Consumer Justice*, 10 Gonzaga L. Rev. 593 (1975)).

A. Class Counsel seek fees calculated using reasonable rates.

Calculating the lodestar begins with establishing reasonable rates for the attorneys involved. "When attorneys have 'an established rate for billing clients,' that rate will likely be considered reasonable." *Bowers*, 100 Wn.2d at 203. "In addition to the usual billing rate, the court may consider the level of skill required by the litigation, time limitations imposed on the litigation, the amount of the potential recovery, the attorney's reputation, and the undesirability of the case." *Id.* at 203–04. When counsel has worked on a contingent basis, courts often apply current rates, rather than historical rates, to compensate the attorney for the delay in payment over time. *See, e.g., Steele v. Lundgren*, 96 Wn. App. 773, 785–86, 982 P.2d 619 (1999) (utilizing current rates in civil rights and other public interest litigation).

Class Counsel seeks compensation for all time incurred at their current billing rates. Those rates are $495 for both Blythe Chandler, a partner with 13 years of experience, and Sam Leonard, a firm founder with 10 years of experience, and $550 for Paul Arons (firm founder),

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Beth Terrell (firm founder and partner), and Amanda Steiner (partner), each with at least 25 years of experience. Class Counsel's rates are also supported by their skill and reputation for litigating class actions. Chandler Decl. ¶¶ 1-9, 20; Leonard Decl. ¶ 8-15; Grace Decl. ¶¶ 9-14; s*ee also, Deien v. Seattle City Light*, 24 Wn. App. 2d 57, 68, 527 P.3d 102 (2023) (record showed that class counsel Blythe Chandler and Beth Terrell have "significant experience litigating class action lawsuits").

Courts in Seattle have recently approved comparable rates. *See, e.g.*, *Paredes Garcia v. Harborstone Credit Union*, 2023 WL 7412842, at * 11 (W.D. Wash. Nov. 9, 2023) (approving attorney's fee award calculated using lodestar method at rates for Terrell Marshall attorneys and staff varying from $125 per hour for legal assistants to $575 per hour for a founding member of the firm); *Jammeh v. HNN Associates, LLC*, No. 2:190-cv-00620-JLR, Final Approval Order, ECF No. 134 (W.D. Wash. June 9, 2021) (Chandler Decl., Ex. 2) (approving attorney's fees of $600,000 calculated using lodestar method with rates ranging from $125 to $550 per hour); *Byles v. Ace Parking Mgmt., Inc.*, No. C16-0834-JCC, 2019 WL 3936663, at *1 (W.D. Wash. Aug. 20, 2019) (approving hourly rates between $300 per hour to $550 per hour); *Terrell v. Costco Wholesale Corp.,* Order Approving Attorneys' Fees and Costs (King Cnty. Sup. Ct. June 19, 2018) (Chandler Decl., Ex. 3) (order approving rate of $515 per hour for associate with 7 years-experience and approving Ms. Terrell's requested rate of $500 per hour more than five years ago); *Wilbur v. City of Mount Vernon*, No. C11-1100-RSL, 2014 WL 11961980, at *3 (W.D. Wash. Apr. 15, 2014) (finding rates between $190 and $580 to be reasonable in a civil rights class action lawsuit brought by, among others, Toby Marshall).

B. Class Counsel's total hours are reasonable.

To establish the number of hours reasonably worked, courts look to the amount of hours counsel billed during the litigation and "generally defer to the 'winning lawyer's professional judgment as to how much time he was required to spend on the case.'" *Costa v. Comm'r of Soc. Sec. Admin.*, 690 F.3d 1132, 1135–36 (9th Cir. 2012) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)). Time reasonably spent investigating the case

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prior to filing a complaint is compensable.[3] Likewise, time spent establishing the right to recover fees is also compensable. *Steele v. Lundgren*, 96 Wn. App. 773, 781–82, 982 P.2d 619 (1999). "The trial court must also segregate time spent litigating claims against codefendants. But segregation of attorney fees is not required if the trial court determines that the claims are so related that no reasonable segregation can be made." *Ewing*, 198 Wn. App. at 523 (*citing Loeffelholz v. C.L.E.A.N.*, 119 Wn. App. 665, 690, 82 P.3d 1199, 1212–13 (2004)).

To establish the hours worked, the Plaintiff must provide "reasonable documentation of the work performed." *Bowers*, 100 Wn.2d at 597; *Wash. State Phys. Ins. Exch. and Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 335, 858 P.2d 1054 (1993) ("[a]ttorneys seeking fees must provide reasonable documentation of work performed to calculate the number of hours"). Such "documentation need not be exhaustive or in minute detail, but must inform the court" of the number of hours worked, the type of work performed, and the category of attorney who performed the work (i.e., senior partner, associate, etc.)." *Bowers*, 100 Wn.2d at 597. The court of appeals affirmed a lodestar calculated based on more than 3,229 hours of work calculated by an attorney's post-judgment review of the file and docket and estimates of time related to each item for each time keeper, rather than contemporaneous time records. *Miller v. Kenny*, 180 Wn. App. 772, 821 (2014).

Class Counsel have provided the Court with detailed contemporaneous time records that provide more than the "reasonable documentation" required. Chandler Decl., Ex. 1; Leonard Decl., Ex. 3; Grace Decl., Ex. 1. Class Counsel's time is kept contemporaneously in six minute increments, shows the attorney or legal staff person who did each task, the date of all work done, and a narrative description of work done.

Class Counsel have carefully reviewed their time records and segregated out any work that was done on this matter only to advance claims against the landlords. Entries reflecting

[3] *Ray Haluch Gravel Co. v. Cent. Pension Fund of Int'l Union of Operating Eng'rs and Participating Emp'rs*, 134 S. Ct. 773, 782–83, 187 L. Ed. 2d 669 (2014) ("The fact that some of the claimed fees accrued before the complaint was filed is inconsequential.").

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time spent only on claims against the landlords are not included in the time records submitted to the Court. Chandler Decl. ¶ 17; Leonard Decl. ¶¶ 4, 6; Grace Decl. ¶ 8. Where work was done to advance claims against both CDR and the landlords, class counsel have sought only a percentage of that time here. For example, lead attorney Blythe Chandler's January 29, 2021 time entry reflects a total of 48 minutes (.5 + .3 increments in column C of time records) spent preparing for and participating in a telephone conference with all counsel regarding case management and class certification. However, she requests compensation for only 24 minutes (.4 entry in column E of time sheet), recognizing that the other half of the time was spent addressing claims against the landlords. Entries throughout the time record exhibits reflect that Class Counsel have segregated time spent on the claims against CDR from time spent on claims against the landlords. This sort of segregation is not required where the work done on claims against multiple defendants cannot be segregated. *See Ewing*, 198 Wn. App. 515, 523, 394 P.3d 418, 423 (2017).

Class Counsel have invested more than 670.5 hours of work into obtaining the excellent result they achieved for the CDR Class. Chandler Decl. ¶ 18; Leonard Decl., Ex. 3; Grace Decl. ¶ 8. Their total lodestar is 314,181.21. Chandler Decl. ¶ 18; Leonard Decl., Ex. 3; Grace Decl. ¶ 8. Class Counsel request an award of $300,000—less than their total lodestar. This request also does not account for time that Class Counsel will continue to invest in this matter in order to obtain final approval of the settlement and supervise the settlement administration.

C. Class Counsel should be awarded their litigation costs.

The CPA allows the prevailing party to recover the "costs of suit." RCW 19.86.090. These include filing fees, witness fees, and deposition transcript costs. See *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 743, 733 P.2d 208 (1987); RCW 4.84.010. Class Counsel request an award of their litigation costs totaling $3,430.50. Chandler Decl. ¶ 21; Leonard Decl. ¶ 5.

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D. The Class Representatives' request for modest service awards of $1,000 each should be approved.

"At the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class." Rubenstein, William B., *Newberg on Class Actions* § 17:1 (5th ed. Dec. 2019). Courts approve service awards in most class suits. *Id.* Service payments "are intended to compensate class representatives for work undertaken on behalf of a class" and "'are fairly typical in class action cases.'" *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (citation omitted); *see Probst v. State of Washington Dep't of Ret. Sys.*, 150 Wn. App. 1062, 2009 WL 1863993, at *6 (2009) (unpublished) (affirming payment of $7,500 to named plaintiff). Such awards are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and to recognize their willingness to act as private attorneys general.

The Class Representatives, Gustavo Cortez, Towana Peltier, and Darius Mosely, each request a service payment of $1,000 (for a total of $3,000 in service awards) in recognition of their efforts on behalf of the Class, which included assisting counsel with the litigation and settlement of the case. The Class Representatives took risk in putting themselves forward as proposed class representatives even after class certification had be denied. The Class Representatives' efforts and willingness to pursue this action resulted in substantial benefits to the Settlement Class. And their request is moderate, relative to service awards approved in other cases. *See, e.g., Probst*, 150 Wn. App. at *6 (affirming $7,500 incentive award). Moreover, the service awards are to be paid separately from the Class Fund and CDR does not contest the amount of the awards. *See* Sub. No. 345, Ex. A (Settlement Agreement) § 3.03.2.

VI. CONCLUSION

For all these reasons, Class Counsel request a reasonable attorney's fee award of $300,000, an award of $3,430.50 in litigation costs, and service awards of $1,000 each for the Class Representatives.

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RESPECTFULLY SUBMITTED AND DATED this 27th day of November, 2023.

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I certify that this memorandum contains 4,044 words, in compliance with the Local Civil Rules.

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DECLARATION OF SERVICE

I, Blythe H. Chandler, hereby certify that on November 27, 2023, I caused true and correct copies of the foregoing to be served via the means indicated below:

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I declare under penalty of perjury under the laws of the State of Washington and the United States that the foregoing is true and correct.

DATED this 27th day of November, 2023.

By: /s/ Blythe H. Chandler, WSBA #43387
Blythe H. Chandler, WSBA #43387

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