THE HONORABLE HAYDEE VARGAS
Department 12
Hearing Date: Friday, July 24, 2026, 9:00 a.m.
With Oral Argument

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

CHELSEA RUTTER and MAGDALENA CHAVEZ, individually and behalf of all others similarly situated, Plaintiffs, v. BRIGHT HORIZONS FAMILY SOLUTIONS, INC. d/b/a BRIGHT HORIZONS CHILDREN'S CENTERS, INC., Defendant.	NO. 22-2-19810-9 SEA **PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

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I. INTRODUCTION

Plaintiffs and Settlement Class Representatives[1] Chelsea Rutter and Magdalena Chavez and their counsel request the Court award reasonable attorneys' fee of $900,000 and costs of $15,000 and approve a $10,000 service award to each Plaintiff in recognition of their commitment to the Class. The Settlement Class Representatives and Class Counsel negotiated this class action settlement after three years of diligent litigation and ultimately achieved a favorable settlement on behalf of the Class. The settlement provides both monetary and injunctive relief.

With the assistance of an experienced mediator, the parties negotiated a settlement that requires Bright Horizons to pay $3,000,000 into a non-reversionary settlement fund, which will be used to compensate Settlement Class Members and pay any Court-approved attorneys' fees, costs, and Settlement Class Representative Service Awards. Bright Horizons will also remove the Placement Fee Provision from Parent Enrollment Agreements used in Washington childcare centers and will not enforce the provision in existing agreements in Washington.

Class Counsel seek an award of attorneys' fees equaling thirty percent of the settlement fund plus reimbursement of litigation costs. Class Counsel's litigation costs include amounts that would be charged to a paying client and are regularly paid from class settlement funds, filing and service expenses; court reporter, expert, transcription, and mediation fees; legal research costs, and travel costs. Finally, the Class Representatives request modest service awards, which are regularly approved by Washington courts.

II. STATEMENT OF FACTS

A. This case has been heavily litigated for more than three years.

Bright Horizons provides childcare services in Washington and nationwide. Dkts. 44 ¶11,

[1] Unless otherwise explicitly defined herein, all capitalized terms have the same meanings as those set forth in the Settlement Agreement & Release, Ex. 1 to the Declaration of Toby J. Marshall in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, Dkt. 73.

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45 ¶11. When a family enrolled a child in a Bright Horizons daycare center in Washington, they were required to sign a standardized contract with a clause stating: "[I]f a staff member leaves Bright Horizons' employment to work for [the family] within six (6) months of his or her departure; [the family] agree[s] to pay a placement fee of $5,000." (Placement Fee Provision). Dkt. 16-1, Ex. A, Miscellaneous Heading ¶1.

Plaintiff Chelsea Rutter, a former employee of Bright Horizons in Washington, filed this lawsuit in December 2022 on behalf of a proposed class of childcare workers employed by Bright Horizons, asserting that Defendant's use of the Placement Fee Provision constitutes an unlawful noncompetition covenant under the Washington Noncompetition Covenants Act, RCW 49.62.005, and an unfair or deceptive practice under the Washington Consumer Protection Act (CPA), RCW 19.86.010. Dkt. 1.

Bright Horizons removed the action to federal court in February 2023.[2] Dkt. 8. Bright Horizons then filed a motion to dismiss. Western District of Washington Judge Kymberly Evanson held oral argument on the motion in January 2024 and primarily focused her questions on issues of subject matter jurisdiction—specifically Article III standing—which she raised *sua sponte*. Dkt. 16-1, Ex. B. On January 25, 2024, the court remanded the case due to lack of subject matter jurisdiction and denied Bright Horizons' motion to dismiss. *Id.*

After remand, Bright Horizons filed a motion to dismiss in this Court in March 2024. Dkt. 15. The Court held oral argument in April 2024 and granted the motion as to Plaintiff Rutter's claim under the noncompetition statute, finding she was not a party to the agreement containing the Placement Fee Provision, but the Court denied the motion as to her CPA claim. Dkt. 28 at 1–2.

The Washington legislature subsequently amended the noncompetition statute, removing language in RCW 49.62.080 that provided a "person aggrieved by a noncompetition

[2] Plaintiffs incorrectly stated in their Unopposed Motion for Preliminary Approval of Settlement that Defendant Bright Horizons removed this action on March 28, 2024. Dkt. 72 at 8. That is the date Defendants moved to dismiss in this Court. Dkt. 15.

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covenant" could bring a claim only if that person was "a party" to the covenant. Dkt. 38, Ex. 1 §5. In October 2024, the Court granted Plaintiff Rutter's motion for leave to amend her complaint to reallege her claim under RCW 49.62.080 and to add Magdalena Chavez as a plaintiff. Dkts. 36, 43, 44.

During the spring and summer of 2024, the parties engaged in written discovery and produced documents. Marshall Decl. ¶15. On January 23, 2025, Plaintiffs served a notice of Rule 30(b)(6) deposition on Defendant Bright Horizons. Marshall Decl. ¶16. On February 7, 2025, Defendant Bright Horizons served objections to the 30(b)(6) notice. *Id.* The parties met and conferred regarding the objections and, in spring 2025, Plaintiffs deposed two designated representatives of Defendant Bright Horizons. *Id.* ¶¶16, 17. Defendant Bright Horizons served deposition notices on Plaintiffs Rutter and Chavez on May 2, 2025, and Bright Horizons' counsel deposed both Plaintiffs later that month. *Id.* ¶¶18, 19.

Plaintiffs moved for class certification in May 2025. Dkt. 56. After the motion was fully briefed but before the Court ruled, the Parties moved for a stay pending mediation, which the Court granted. Dkts. 67, 69.

The Parties participated in a full-day mediation on October 9, 2025, with experienced mediator Cliff Freed and reached an agreement in principle to settle. Marshall Decl. ¶¶20, 22. Over the subsequent months, the parties negotiated and documented the final terms. *Id.* ¶22. The Settlement Agreement was fully executed on February 5, 2026. *Id.* Plaintiffs then filed an unopposed motion for preliminary approval with the Court on February 19, 2026, dkt. 72, which was granted on March 5, 2026, dkt. 76.

Pursuant to the Court-approved Notice Plan, Settlement Class Members were advised that Class Counsel intended to seek an award of attorneys' fees and costs and service awards for the Class Representatives. SA Exs. A, B, C; Collins Decl. ¶29. To date, no Settlement Class Member has objected to Class Counsel's intention to request attorneys' fees, costs, or service awards. *Id.*

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B. The Class Representatives were actively involved in the litigation.

Chelsea Rutter and Magdalena Chavez are both former employees of Bright Horizons who worked in Washington. Marshall Decl. ¶23. Ms. Rutter worked as a Teacher at Bright Horizons located in Seattle, Washington from April 2019 to May 2021, dkts. 44 ¶25, 45 ¶25, and Ms. Chavez worked as a Teacher at a Bright Horizons center in Mercer Island, Washington from March 2023 to September 2024, dkts. 44 ¶36, 45 ¶36.

Ms. Rutter has been actively involved in this case since its inception in December 2022. Dkt. 1. Ms. Chavez joined as a named Plaintiff in November 2024. Dkt. 44. Both Plaintiffs were deposed and prepared to testify at trial. Marshall Decl. ¶¶19, 23. Both Plaintiffs also assisted counsel in providing factual information included in the complaint and assisted in responding to discovery. *Id.* ¶23; Collins ¶21. Ms. Rutter attended the full-day mediation in October 2025. Marshall Decl. ¶23. Both Plaintiffs extended numerous hours and substantial energy toward this case.

C. Class Counsel litigated the case with no guarantee of payment.

Class Counsel are experienced class action litigators with expertise litigating complex claims on behalf of employees. Marshall Decl. ¶¶2–13; Collins Decl. ¶1–9.

Class Counsel took this case on a contingent basis with no guarantee of recovery. Marshall Decl. ¶24; Collins Decl. ¶22. Class Counsel also agreed to advance all costs of this litigation. Marshall Decl. ¶30; Collins Decl. ¶¶22, 28. Class Counsel have worked on this matter for over three years without compensation or reimbursement for their time or out-of-pocket expenses. Marshall Decl. ¶¶14, 24, 30; Collins Decl. ¶¶12, 22. If Class Counsel were unable to successfully resolve this matter, they would have been paid nothing for their work. Marshall Decl. ¶24; Collins Decl. ¶22.

Class Counsel have invested a substantial amount of time (over 630 hours as of the drafting of this motion) and resources investigating and litigating this action, including $19,950.09 in out-of-pocket costs. Marshall Decl. ¶¶27, 30, Ex. A; Collins Decl. ¶25–28, Ex. A.

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III. STATEMENT OF ISSUES

Should the Court approve the requested attorney' fees, litigation costs, and service awards?

IV. EVIDENCE RELIED UPON

This motion relies on the declarations of Toby J. Marshall and Valerie L. Collins and the pleadings on file.

V. ARGUMENT AND AUTHORITY

Class Counsel respectfully asks the Court to approve a payment of $900,000 in attorneys' fees plus $15,000 for documented out-of-pocket expenses. Class Counsel's request warrants approval. Class Counsel disclosed to the Class their intent to request fees and costs to be paid from the settlement fund in the Court-approved notices and will post this motion and the supporting documentation on the settlement website within 24 hours of filing it with the Court. Marshall. Decl. ¶28.

Where, as here, counsel in a class action seek fees from the common fund, courts have discretion to employ either the percentage of recovery or the lodestar method to calculate a reasonable fee. *Bowles v. Washington Dep't of Ret. Sys.*, 121 Wn.2d 52, 71–72 (1993). When determining the appropriate fee from a common fund, the percentage of recovery method is preferred. *Id.* As a matter of public policy, awarding fees from the common fund promotes "greater access to the judicial system" by making it easier for class action plaintiffs to obtain counsel. *Id.* Class Counsel's request is reasonable under either a percentage of recovery or lodestar analysis.

A. Class Counsel's fee request is supported by the "percentage of recovery" method of calculating fees that is favored in common fund cases.

Under the "percentage of recovery" method, attorneys are awarded a reasonable percentage of the total recovery, "often in the range of 20 to 30 percent." *Bowles*, 121 Wn.2d at 72. Here, Class Counsel seek 30 percent of the common fund, which is less than fees that have been approved by Washington courts over the last several years. *See, e.g.*, *Hill v.*

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Continuum Glob. Sols., LLC, 2:12-CV-00717-JCC, 2026 WL 592270, at *3 (W.D. Wash. Mar. 3, 2026) (awarding 35% of fund); Marshall Decl., Ex. B (*Strong v. Numerica Credit Union*, No. 17-2-01406-39, Order Granting Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Costs and Service Award ¶19 (Yakima Cnty. Sup. Ct. Feb. 14, 2020) (awarding one-third of fund in fees and costs)).

Class Counsel's request is warranted given the significant value to the Class being provided under the Settlement, which creates a common fund of $3,000,000. SA I.6. After approving Court-approved settlement administration expenses (estimated to be around $21,294, Marshall. Decl. ¶31), attorneys' fees and costs, and service awards to Class Representatives, the Net Settlement Class Fund will be divided equally among Participating Settlement Class Members without the need for claims. SA V.3.a. No part of the Net Settlement Class Fund will revert to Bright Horizons. SA V.I.

The Settlement also provides significant injunctive relief: Bright Horizons will remove the Placement Fee Provision from Parent Enrollment Agreements used in Washington childcare centers and will not enforce the Provision in existing agreements in Washington. SA V.8.

The recovery is more impressive given that the claims in this case were far from risk-free. Plaintiffs are confident in the strength of their case but also aware of the uncertainty and cost of continued litigation. Whether the Placement Fee Provision is a noncompetition covenant under Washington's noncompetition statute is a novel issue, and there is a dearth of case law addressing this issue. Additionally, even if Plaintiffs could establish that the Placement Fee Provision is a noncompetition covenant, there was a risk that they would be unable to prove the injury element of their CPA claim or show that they were "aggrieved" under the noncompetition statute.

Continued litigation would also be expensive and time-consuming. For example, Plaintiffs retained a damages expert to support their Class Certification motion but would need to expend additional costs to establish detailed damages modeling. *See* Dkt. 60; *see also Pickett v. Holland Am. Line-Westours, Inc.,* 145 Wn.2d 178, 188–89 (2001) (discussing factors relevant

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to determining reasonableness of class settlement, including future expense and likely duration of litigation).

B. Class Counsel's fee request represents a multiplier well within the range of those approved by other courts and is calculated using reasonable rates and hours spent.

While the percentage of recovery method is preferred when determining the appropriate fee from a common fund, *Bowles*, 121 Wn.2d at 72, the lodestar cross-check in this case assures the Court that the requested attorneys' fees are reasonable.

The requested attorneys' fee award represents a 2.6 multiplier on Class Counsel's $342,842[3] lodestar, which does not include time removed as administrative, time spent seeking fees and costs from this court, or time to be spent seeking final approval of the settlement. Class Counsel's lodestar has been calculated using reasonable hourly rates and a reasonable number of hours the attorneys and support staff devoted to the case, and the multiplier is justified by the risk they undertook, the delay in payment, the skill and experience they brought to the case, and the excellent results they achieved for the Class.

1. Class Counsel seek fees calculated using reasonable rates.

When attorneys "have an established rate for billing clients, that rate will likely be a reasonable rate." *Bowers v. Transamerica Title Ins.*, 100 Wn.2d 581, 597 (1983). "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.* 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 (1999) (utilizing current rates in civil rights and other public interest litigation).

[3] The total lodestar is the sum of Terrell Marshall Law Group's lodestar of $239,369.50, Marshall Decl. ¶27, Ex. A, and Towards Justice's lodestar of $103,472.50, Collins Decl. ¶27, Ex. A.

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Class Counsel seek compensation for all time incurred at their current billing rates. Those rates are $700 for attorneys with 15 –20+ years of experience; $500–$700 for attorneys with 10–15 years of experience; $400–$500 for attorneys with 5–10 years of experience; $350–$400 for attorneys with 2–5 years of experience; $300–$350 for attorneys with 0–2 years of experience; $200–$300 for law clerks; $200–$250 for legal assistants; and $250–$300 for paralegals with over 20 years of experience. Class Counsel's rates are also supported by their skill and reputation for litigating class actions. Marshall. Decl. ¶¶3–10, 27, 29; Collins Decl. ¶¶3–11.

Courts in Washington have recently approved comparable rates. *See, e.g.*, *Hill*, 2026 WL 592270, at *3 (finding hourly rates from $500 to $700 for partners, $450 to $500 for associates, $250 for paralegals, and $150 to $200 for legal assistants to be reasonable in a wage-and-hour action lawsuit brought by, among others, Toby Marshall); *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, over six 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, over twelve years ago).

2. Class Counsel billed a reasonable number of hours over the three years of litigation that led to this settlement.

To establish the hours reasonably worked, courts consider the number 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, 1136 (9th Cir. 2012) (*quoting Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008)). Time reasonably spent investigating the case prior to filing a complaint is also compensable. *Ray Haluch Gravel Co. v. Cent. Pension Fund of Int'l Union of Operating Eng'rs & Participating Emp'rs*, 571 U.S. 177, 189 (2014) ("The fact that some of the claimed fees accrued before the complaint was filed is inconsequential.").

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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. & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 335 (1993) ("[a]ttorneys seeking fees must provide reasonable documentation of work performed to calculate the number of hours"). The "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.

Class Counsel devoted over 630 hours to this litigation. Class Counsel have provided the Court with detailed billing information. Marshall Decl. ¶27, Ex. A; Collins Decl. ¶25, Ex. A. Class Counsel coordinated their efforts to capitalize on the experience and strength of each firm, and each timekeeper within the firms, and to minimize duplication of effort. This approach allowed Class Counsel to effectively and efficiently formulate successful legal theories, take and defend several depositions, propound discovery, work with an expert ahead of class certification regarding damages calculations, draft and respond to numerous key motions, and negotiate a settlement. This litigation was contentious and dealt with novel issues of Washington law, requiring Class Counsel to be proactive and methodical. At the same time, Class Counsel had every incentive to be thoughtful about time they devoted to this case, given its duration and uncertain outcome. *See Moreno*, 534 F.3d at 1112 ("[L]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee.").

3. Class Counsel's fee request represents a modest multiplier.

Trial courts have discretion to adjust a lodestar upward to compensate attorneys for the contingent nature of the recovery of fees. *Bowers*, 100 Wn.2d at 600–02 (affirming 50% increase of lodestar to reflect "contingent nature of success" in the case). Multipliers are commonplace in attorneys' fee awards in class actions and typically range from one to four. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) (collecting cases and finding that in approximately 83% the multiplier was between 1.0 and 4.0 and affirming a 3.65

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multiplier). As the Washington Supreme Court has recognized, "[t]he experience of the marketplace indicates that lawyers generally will not provide legal representation on a contingent basis unless they receive a premium for taking that risk." *Bowers*, 100 Wn.2d at 598 (citation omitted).

When evaluating a multiplier, courts may consider "the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Liu v. Home Depot USA, Inc.*, No. C23-1217JLR, 2024 WL 4371559, at *3 (W.D. Wash. Oct. 2, 2024) (internal quotation marks and citation omitted). The Washington Supreme Court has said the factors set out in Rule of Professional Conduct 1.5(a) may also guide a court's analysis, including the novelty and difficulty of the question involved and the skill required to perform the legal services properly, whether the representation precludes other employment, the fee customarily charged in the locality for similar legal services, the amount involved, and the results obtained. *See Mahler v. Szucs*, 135 Wn.2d 398, 433 n.20 (1998), *implied overruling on other grounds recognized by Matsyuk v. State Farm Fire & Cas. Co.*, 173 Wn.2d 643, 659 (2012).

These factors support a multiplier of 2.6 on Class Counsel's lodestar of $342,842. Class Counsel assumed a significant risk of nonpayment, particularly given the challenges of litigating the novel issue of whether the Placement Fee Provision is a noncompetition covenant under Washington's noncompetition. Class Counsel litigated for over three years without payment, foregoing work on other cases that might have resulted in more certain or earlier payment. Marshall Decl. ¶¶14, 24; Collins Decl. ¶¶12, 22. Class Counsel's determination to see this case through while facing Bright Horizons' tenacious defense resulted in an outstanding settlement of $3,000,000 and Bright Horizon's agreement to remove the Placement Fee Provision from Parent Enrollment Agreements used in Washington childcare centers and not enforce the Provision in existing agreements in Washington. Marshall Decl. ¶¶21, 22; SA V.8. Class Counsel's work on behalf of the Class continues, as they will move for final approval, answer class members' inquiries, and ensure the remainder of the notice process and, if finally

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approved, the distribution of the Net Settlement Class Fund to Participating Settlement Class Members, is implemented fairly and consistent with the settlement terms.

Class Counsel respectfully submit that a fee award of $900,000 is appropriate.

C. Class Counsel should be awarded their litigation costs.

To date, Class Counsel have expended $19,950.09[4] in litigation expenses related to the prosecution of this action, including filing and service expenses; court reporter, expert, transcription, and mediation fees; legal research costs, and travel costs. Marshall. Decl. ¶30; Collins Decl. ¶28. Class Counsel seek an award of $15,000. All the costs incurred were reasonable, necessary to the successful conclusion of this litigation and are the types of costs normally charged to a paying client. *See* 5 Newberg and Rubenstein on Class Actions § 16.10 (6th ed. Dec. 2025 update) (explaining that class counsel can typically recover from a common fund costs that would "normally be charged to a fee paying client"); *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client" (internal citation and quotation omitted)).

D. A $10,000 service award for each Plaintiff 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." 5 Newberg § 17.1. "Empirical evidence shows that incentive awards are now paid in most class suits and average between $10,000 to $15,000 per class representative." *Id.* Service awards "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). They may also recognize the financial or reputational risk the class representative undertook and their willingness to act as private attorneys general. *Rodriguez v. W. Publ'g*, 563

[4] This total is the sum of Terrell Marshall Law Group's costs of $13,724.67, Marshall Decl. ¶30, and Towards Justice's costs of $6,225.42, Collins Decl. ¶28. Class Counsel did not have an accounting of their total costs prior to Class Members receiving notice and stated in the notice forms that Class Counsel would seek $15,000 in total costs from the Court.

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F.3d 948, 958–59 (9th Cir. 2009). Service awards are generally approved if they are reasonable and do not undermine the class representative's adequacy. *Radcliffe v. Experian Info. Solutions*, 715 F.3d 1157, 1164 (9th Cir. 2013).

Plaintiffs each request a service award of $10,000 (for a total of $20,000) to recognize their efforts on behalf of the Class. Ms. Rutter has been involved in this case since its inception. Dkt. 1. She assisted counsel in preparing the complaint and responding to discovery, was deposed, prepared to testify at trial, and attended the full-day mediation. Marshall Decl. ¶¶19, 23. Ms. Chavez joined the action in 2024, Dkt. 44, assisted in preparing the amended complaint, was deposed, and was prepared to testify at trial. Marshall Decl. ¶¶19, 23; Collins Decl. ¶21. Plaintiffs' efforts were instrumental to the successful resolution of this case. Other courts approved similar service awards under these circumstances. *See, e.g.*, *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1329–30 & n.9 (W.D. Wash. 2009) (collecting cases approving service awards from $5,000 to $40,000); *Tuttle v. Audiophile Music Direct*, No. C22-1081JLR, 2023 WL 8891575, at *16 (W.D. Wash. Dec. 26, 2023) (finding $10,000 service award reasonable).

VI. CONCLUSION

For the foregoing reasons, Class Counsel requests that the Court award them a reasonable attorneys' fee of 30% of the settlement fund ($900,000), litigation costs of $15,000, and award the Settlement Class Representatives Service Awards of $10,000 each.

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RESPECTFULLY SUBMITTED AND DATED this 18th day of May, 2026.

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I certify that this memorandum contains 4,050 words, in compliance with the Local Civil Rules.

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DECLARATION OF SERVICE

I, Toby J. Marshall, hereby certify that on May 18, 2026, 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 18th day of May, 2026.

By: /s/ Toby J. Marshall, WSBA #32726
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