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CONSTANCE R. WHITE
COUNTY CLERK
NO: 24-2-08098-3

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

BRIAN BRUTON, CHRISTOPHER HORNE
and TRAVIS THORPE, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

LINDE GAS & EQUIPMENT, INC., a
Delaware corporation, and EARNEST
CORNWELL, individually and on behalf of
the marital community of EARNEST
CORNWELL and J. DOE CORNWELL,

Defendants.

Case No. 24-2-08098-3

**DEFENDANT LINDE GAS &
EQUIPMENT, INC.'S ANSWER,
AFFIRMATIVE AND OTHER
DEFENSES TO PLAINTIFFS' FIRST
AMENDED CLASS ACTION
COMPLAINT**

Defendant LINDE GAS & EQUIPMENT, INC. ("Defendant" or "LGE") hereby files its Answer, Affirmative and Other Defenses to the First Amended Class Action Complaint ("Complaint") filed by Plaintiffs BRIAN BRUTON, CHRISTOPHER HORNE and TRAVIS THORPE ("Plaintiffs"). To the extent that the introductory paragraph or any headings contained within the Complaint require a response, Defendant denies the same. Specifically, Defendant denies any claim or implication by Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover any damages. Answers to each paragraph of the Complaint are made without waiving, but expressly reserving, all rights that Defendant may have to seek relief by appropriate motions directed to the

1 allegations of the Complaint. Defendant responds to the Complaint as follows:

2 **I. INTRODUCTION**

3 1.1 In response to Paragraph 1.1 of the Complaint, Defendant states the content of its
4 website speaks for itself. Defendant admits that Linde Gas & Equipment, Inc. (“LGE”) provides
5 industrial gases and welding supplies to a variety of customers and that it employs Class A and Class
6 B commercial truck drivers to make deliveries of compressed gases and dry ice to customers in
7 Western Washington. Defendant also admits that it requires drivers to maintain a hazardous
8 materials endorsement on their commercial driver’s licenses because of the products that they
9 deliver. Defendant also admits that it employs drivers at its facility in Tacoma, Washington.
10 Defendant further admits that it employed Earnest Cornwell as the Tacoma distribution manager
11 until February 6, 2024. Except as expressly admitted, Defendant denies each and every allegation
12 contained in Paragraph 1.1 of the Complaint. Defendant specifically denies any claim or implication
13 by Plaintiffs that this action may be brought on behalf of any proposed class, and denies that it
14 committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek
15 to represent, to recover any damages.

16 1.2 In response to Paragraph 1.2 of the Complaint, Defendant states that Paragraph 1.2
17 contains a statement of Plaintiffs’ legal position and claims to which no response is required. To the
18 extent a response is required, Defendant denies each and every allegation contained in Paragraph 1.2
19 of the Complaint. Defendant specifically denies any claim or implication by Plaintiffs that this action
20 may be brought on behalf of any proposed class, and denies that it committed any unlawful acts or
21 practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover any
22 damages.

23 **II. JURISDICTION AND VENUE**

24 2.1 In response to Paragraph 2.1 of the Complaint, Defendant states that Paragraph 2.1.
25 asserts a legal conclusion to which no response is required. Defendant further denies Paragraph 2.1
26 to the extent that it is not directed at Defendant LGE. Defendant admits to the extent that LGE

1 transacts business in Pierce County and in the State of Washington. Except as expressly admitted,
2 Defendant denies each and every allegation contained in Paragraph 2.1. Defendant further denies
3 any claim or implication by Plaintiffs that this action is appropriate to be certified or maintained as
4 a class action, denies the substance of Plaintiffs' claims, and denies that it committed any unlawful
5 acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover
6 any damages.

7 2.2 In response to Paragraph 2.2 of the Complaint, Defendant states that Paragraph 2.2
8 asserts a legal conclusion to which no response is required. To the extent a response is required,
9 Defendant admits that LGE transacts business in Pierce County. Defendant further denies Paragraph
10 2.2 to the extent that it is not directed at Defendant LGE. Except as expressly admitted, Defendant
11 denies each and every allegation contained in Paragraph 2.2.

12 2.3 In response to Paragraph 2.3 of the Complaint, Defendant states that Paragraph 2.3
13 contains a statement of Plaintiffs' legal position and claims to which no response is required. To the
14 extent a response is required, Defendant denies each and every allegation contained in Paragraph 2.3
15 of the Complaint. Defendant further denies any claim or implication by Plaintiffs that this action is
16 appropriate to be certified or maintained as a class action, denies the substance of Plaintiffs' claims,
17 and denies that it committed any unlawful acts or practices that would entitle Plaintiffs, or the
18 putative class they seek to represent, to recover any damages.

19 2.4 In response to Paragraph 2.4 of the Complaint, Defendant states that Paragraph 2.4.
20 asserts a legal conclusion to which no response is required. To the extent a response is required,
21 Defendant denies each and every allegation contained in Paragraph 2.4 of the Complaint. Defendant
22 specifically denies any claim or implication by Plaintiffs that this action may be brought on behalf
23 of any proposed class, and denies that it committed any unlawful acts or practices that would entitle
24 Plaintiffs, or the putative class they seek to represent, to recover any damages. Defendant further
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26

1 denies Paragraph 2.4 to the extent that it is not directed at Defendant LGE and preserves any
2 arguments it may have as to the improper joinder of Mr. Cornwell as a Defendant in this action.

3 **III. PARTIES**

4 3.1 In response to Paragraph 3.1 of the Complaint, Defendant admits that LGE has
5 employed Plaintiff Brian Bruton as a Class A commercial driver since January 2016 to deliver
6 hazardous materials to LGE customers in Western Washington. Defendant lacks knowledge and
7 information sufficient to admit or deny whether Plaintiff is a resident of Lakewood, Washington,
8 and thus denies on that basis. Defendant is unable to confirm at this time whether Plaintiff Bruton
9 made deliveries in Seattle without a detailed review of his routes, and thus denies on that basis
10 pending further investigation. Except as expressly admitted, Defendant denies each and every
11 allegation contained in Paragraph 3.1. Defendant further denies Paragraph 3.1 to the extent that it is
12 not directed at Defendant LGE.

13 3.2 In response to Paragraph 3.2 of the Complaint, Defendant admits that LGE employed
14 Plaintiff Christopher Horne as a Class A commercial driver from September 2020 to February 2024
15 to deliver hazardous materials to customers in Western Washington. Defendant lacks knowledge
16 and information sufficient to admit or deny whether Plaintiff is a resident of Sumner, Washington,
17 and thus denies on that basis. Defendant is unable to confirm at this time whether Plaintiff Horne
18 made deliveries in Seattle without a detailed review of his routes, and thus denies on that basis
19 pending further investigation. Except as expressly admitted, Defendant denies each and every
20 allegation contained in Paragraph 3.2. Defendant further denies Paragraph 3.2 to the extent that it is
21 not directed at Defendant LGE.

22 3.3 In response to Paragraph 3.3 of the Complaint, Defendant admits that LGE has
23 employed Plaintiff Travis Thorpe as a Class A commercial driver since July 2016 to deliver
24 hazardous materials to customers in Western Washington. Defendant lacks knowledge and
25 information sufficient to admit or deny whether Plaintiff is a resident of Tacoma, Washington, and
26 thus denies on that basis. Defendant is unable to confirm at this time whether Plaintiff Thorpe made

1 deliveries in Seattle without a detailed review of his routes, and thus denies on that basis pending
2 further investigation. Except as expressly admitted, Defendant denies each and every allegation
3 contained in Paragraph 3.3.

4 3.4 In response to Paragraph 3.4 of the Complaint, Defendant admits that it is
5 incorporated in the State of Delaware and maintains its principal place of business in Danbury,
6 Connecticut. Defendant also admits that it transacts business in the State of Washington. Defendant
7 further states the content of its website speaks for itself. Defendant specifically denies that it jointly
8 employed anyone with Defendant Cornwell. Defendant further denies any claim or implication by
9 Plaintiffs that this action may be brought on behalf of any proposed class, and denies that it
10 committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek
11 to represent, to recover any damages. Except as expressly admitted, Defendant denies each and every
12 allegation contained in Paragraph 3.4.

13 3.5 In response to Paragraph 3.5 of the Complaint, Defendant LGE states that Paragraph
14 3.5. is not directed at Defendant LGE, and thus no response is required. To the extent a response is
15 required, Defendant admits that LGE employed Mr. Cornwell as its Tacoma distribution manager
16 until February 6, 2024, which included overseeing the scheduling and execution of delivery routes
17 performed by Plaintiffs and other Tacoma drivers. Except as expressly admitted, Defendant denies
18 each and every allegation contained in Paragraph 3.5 of the Complaint. Defendant further denies any
19 claim or implication by Plaintiffs that this action is appropriate to be certified or maintained as a
20 class action, denies the substance of Plaintiffs' claims, and denies that it committed any unlawful
21 acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover
22 any damages.

23 IV. CLASS ACTION ALLEGATIONS

24 4.1 In response to Paragraph 4.1 of the Complaint, Defendant states that Paragraph 4.1
25 contains a statement of Plaintiffs' legal position and claims to which no response is required. To the
26 extent a response is required, Defendant denies each and every allegation contained in Paragraph 4.1

1 of the Complaint. Defendant further denies any claim or implication by Plaintiffs that this action
2 may be brought on behalf of any proposed class, and denies that it committed any unlawful acts or
3 practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover any
4 damages.

5 4.2 In response to Paragraph 4.2 of the Complaint, Defendant states that Paragraph 4.2
6 asserts a legal conclusion to which no response is required. To the extent a response is required,
7 Defendant denies each and every allegation contained in Paragraph 4.2 of the Complaint. Defendant
8 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
9 proposed class, and denies that it committed any unlawful acts or practices that would entitle
10 Plaintiffs, or the putative class they seek to represent, to recover any damages.

11 4.3 In response to Paragraph 4.3 of the Complaint, Defendant states that Paragraph 4.3
12 asserts a legal conclusion to which no response is required. To the extent a response is required,
13 Defendant denies each and every allegation contained in Paragraph 4.3 of the Complaint. Defendant
14 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
15 proposed class, and denies that it committed any unlawful acts or practices that would entitle
16 Plaintiffs, or the putative class they seek to represent, to recover any damages.

17 4.4 In response to Paragraph 4.4 of the Complaint, Defendant states that Paragraph 4.4
18 asserts a legal conclusion to which no response is required. To the extent a response is required,
19 Defendant denies each and every allegation contained in Paragraph 4.4 of the Complaint. Defendant
20 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
21 proposed class, and denies that it committed any unlawful acts or practices that would entitle
22 Plaintiffs, or the putative class they seek to represent, to recover any damages.

23 4.5 In response to Paragraph 4.5 of the Complaint, Defendant states that Paragraph 4.5
24 asserts a legal conclusion to which no response is required. To the extent a response is required,
25 Defendant denies each and every allegation contained in Paragraph 4.5 of the Complaint. Defendant
26

1 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
2 proposed class, and denies that it committed any unlawful acts or practices that would entitle
3 Plaintiffs, or the putative class they seek to represent, to recover any damages.

4 4.6 In response to Paragraph 4.6 of the Complaint, Defendant states that Paragraph 4.6
5 asserts a legal conclusion to which no response is required. To the extent a response is required,
6 Defendant denies each and every allegation contained in Paragraph 4.6 of the Complaint. Defendant
7 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
8 proposed class, and denies that it committed any unlawful acts or practices that would entitle
9 Plaintiffs, or the putative class they seek to represent, to recover any damages.

10 4.7 In response to Paragraph 4.7 of the Complaint, Defendant states that Paragraph 4.7
11 asserts a legal conclusion to which no response is required. To the extent a response is required,
12 Defendant denies each and every allegation contained in Paragraph 4.7 of the Complaint. Defendant
13 further denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
14 proposed class, and denies that it committed any unlawful acts or practices that would entitle
15 Plaintiffs, or the putative class they seek to represent, to recover any damages.

16 **V. SUMMARY OF FACTUAL ALLEGATIONS**

17 5.1 In response to Paragraph 5.1 of the Complaint, Defendant denies each and every
18 allegation contained in Paragraph 5.1 of the Complaint. Defendant further denies any claim or
19 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
20 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
21 they seek to represent, to recover any damages.

22 5.2 In response to Paragraph 5.2 of the Complaint, Defendant denies each and every
23 allegation contained in Paragraph 5.2 of the Complaint. Defendant further denies any claim or
24 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
25 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
26 they seek to represent, to recover any damages.

1 5.3 In response to Paragraph 5.3 of the Complaint, Defendant denies each and every
2 allegation contained in Paragraph 5.3 of the Complaint. Defendant further denies any claim or
3 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
4 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
5 they seek to represent, to recover any damages.

6 5.4 In response to Paragraph 5.4 of the Complaint, Defendant denies each and every
7 allegation contained in Paragraph 5.4 of the Complaint. Defendant further denies any claim or
8 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
9 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
10 they seek to represent, to recover any damages.

11 5.5 In response to Paragraph 5.5 of the Complaint, Defendant denies each and every
12 allegation contained in Paragraph 5.5 of the Complaint. Defendant further denies any claim or
13 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
14 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
15 they seek to represent, to recover any damages.

16 5.6 In response to Paragraph 5.6 of the Complaint, Defendant denies each and every
17 allegation contained in Paragraph 5.6 of the Complaint. Defendant further denies any claim or
18 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
19 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
20 they seek to represent, to recover any damages.

21 5.7 In response to Paragraph 5.7 of the Complaint, Defendant denies each and every
22 allegation contained in Paragraph 5.7 of the Complaint. Defendant further denies any claim or
23 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
24 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
25 they seek to represent, to recover any damages.

1 5.8 In response to Paragraph 5.8 of the Complaint, Defendant denies each and every
2 allegation contained in Paragraph 5.8 of the Complaint. Defendant further denies any claim or
3 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
4 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
5 they seek to represent, to recover any damages.

6 5.9 In response to Paragraph 5.9 of the Complaint, Defendant denies each and every
7 allegation contained in Paragraph 5.9 of the Complaint. Defendant further denies any claim or
8 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
9 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
10 they seek to represent, to recover any damages.

11 5.10 In response to Paragraph 5.10 of the Complaint, Defendant denies each and every
12 allegation contained in Paragraph 5.10 of the Complaint. Defendant further denies any claim or
13 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
14 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
15 they seek to represent, to recover any damages.

16 5.11 In response to Paragraph 5.11 of the Complaint, Defendant admits to the extent that
17 it has required its drivers to accurately record their hours and activities in the LGE timekeeping
18 system and the drivers' DOT logs. Except as expressly admitted, Defendant denies each and every
19 allegation contained in Paragraph 5.11 of the Complaint. Defendant further denies any claim or
20 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
21 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
22 they seek to represent, to recover any damages.

23 5.12 In response to Paragraph 5.12 of the Complaint, Defendant lacks knowledge or
24 information sufficient to form a belief as to the truth or falsity of Plaintiffs' information, belief, and
25 the allegations in Paragraph 5.12 of the Complaint, and therefore denies each and every allegation
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1 contained in Paragraph 5.12. Defendant further denies any claim or implication by Plaintiffs that
2 this action may be brought on behalf of any proposed class, and denies that it committed any
3 unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to
4 recover any damages.

5 5.13 In response to Paragraph 5.13 of the Complaint, Defendant denies each and every
6 allegation contained in Paragraph 5.13 of the Complaint. Defendant further denies any claim or
7 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
8 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
9 they seek to represent, to recover any damages.

10 5.14 In response to Paragraph 5.14 of the Complaint, Defendant denies each and every
11 allegation contained in Paragraph 5.14 of the Complaint. Defendant further denies any claim or
12 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
13 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
14 they seek to represent, to recover any damages.

15 5.15 In response to Paragraph 5.15 of the Complaint, Defendant states that its employees'
16 time records speak for themselves as to the hours they worked each day and each week. Defendant
17 denies any claim or implication by Plaintiffs that this action may be brought on behalf of any
18 proposed class, and denies that it committed any unlawful acts or practices that would entitle
19 Plaintiffs, or the putative class they seek to represent, to recover any damages. Except as expressly
20 admitted, Defendant denies each and every allegation contained in Paragraph 5.15 of the Complaint.

21 5.16 In response to Paragraph 5.16 of the Complaint, Defendant denies each and every
22 allegation contained in Paragraph 5.16 of the Complaint. Defendant denies any claim or implication
23 by Plaintiffs that this action may be brought on behalf of any proposed class, and denies that it
24 committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek
25 to represent, to recover any damages.

1 5.17 In response to Paragraph 5.17 of the Complaint, Defendant denies each and every
2 allegation contained in Paragraph 5.17 of the Complaint. Defendant further denies any claim or
3 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
4 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
5 they seek to represent, to recover any damages.

6 5.18 In response to Paragraph 5.18 of the Complaint, Defendant denies each and every
7 allegation contained in Paragraph 5.18 of the Complaint. Defendant further denies any claim or
8 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
9 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
10 they seek to represent, to recover any damages.

11 5.19 In response to Paragraph 5.19 of the Complaint, Defendant denies each and every
12 allegation contained in Paragraph 5.19 of the Complaint. Defendant further denies any claim or
13 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
14 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
15 they seek to represent, to recover any damages.

16 5.20 In response to Paragraph 5.20 of the Complaint, Defendant denies each and every
17 allegation contained in Paragraph 5.20 of the Complaint. Defendant further denies any claim or
18 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
19 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
20 they seek to represent, to recover any damages.

21 5.21 In response to Paragraph 5.21 of the Complaint, Defendant states that Paragraph 5.21.
22 asserts a legal conclusion to which no response is required. To the extent a response is required,
23 Defendant states that the language of WAC 296-128-010(6), WAC 296-126-050, and RCW
24 49.46.040(3) speaks for itself. Except as expressly admitted, Defendant denies each and every
25 allegation contained in Paragraph 5.21. Defendant specifically denies any claim or implication by
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1 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
2 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
3 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

4 5.22 In response to Paragraph 5.22 of the Complaint, Defendant denies each and every
5 allegation contained in Paragraph 5.22 of the Complaint. Defendant further denies any claim or
6 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
7 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
8 they seek to represent, to recover any damages.

9 5.23 In response to Paragraph 5.23 of the Complaint, Defendant denies each and every
10 allegation contained in Paragraph 5.23 of the Complaint. Defendant further denies any claim or
11 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
12 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
13 they seek to represent, to recover any damages.

14 5.24 In response to Paragraph 5.24 of the Complaint, Defendant denies each and every
15 allegation contained in Paragraph 5.24 of the Complaint. Defendant further denies any claim or
16 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
17 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
18 they seek to represent, to recover any damages.

19 5.25 In response to Paragraph 5.25 of the Complaint, Defendant denies each and every
20 allegation contained in Paragraph 5.25 of the Complaint. Defendant further denies any claim or
21 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
22 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
23 they seek to represent, to recover any damages.

24 5.26 In response to Paragraph 5.26 of the Complaint, Defendant denies each and every
25 allegation contained in Paragraph 5.26 of the Complaint. Defendant further denies any claim or
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1 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
2 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
3 they seek to represent, to recover any damages.

4 **VI. FIRST CLAIM FOR RELIEF**
5 **(RCW 49.12.020 and WAC 296-126-092 —Alleged Failure to Provide Rest Periods)**

6 6.1 In response to Paragraph 6.1 of the Complaint, Defendant re-alleges and incorporates
7 by reference each and every response set forth in the preceding paragraphs.

8 6.2 In response to Paragraph 6.2 of the Complaint, Defendant states that the language of
9 RCW 49.12.010 speaks for itself. Except as expressly admitted, Defendant denies each and every
10 allegation contained in Paragraph 6.2.

11 6.3 In response to Paragraph 6.3 of the Complaint, Defendant states that the language of
12 RCW 49.12.020 speaks for itself. Except as expressly admitted, Defendant denies each and every
13 allegation contained in Paragraph 6.3.

14 6.4 In response to Paragraph 6.4 of the Complaint, Defendant states that the language of
15 RCW 49.12.005 and WAC 296-126-002 speaks for itself. Except as expressly admitted, Defendant
16 denies each and every allegation contained in Paragraph 6.4.

17 6.5 In response to Paragraph 6.5 of the Complaint, Defendant states that the language of
18 WAC 296-126-092 speaks for itself. Defendant denies each and every allegation contained in
19 Paragraph 6.5.

20 6.6 In response to Paragraph 6.6 of the Complaint, Defendant states that Paragraph 6.6
21 asserts a legal conclusion to which no response is required. To the extent a response is required,
22 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
23 contained in Paragraph 6.6.

24 6.7 In response to Paragraph 6.7 of the Complaint, Defendant states that Paragraph 6.7
25 asserts a legal conclusion to which no response is required. To the extent a response is required,
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1 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
2 contained in Paragraph 6.7.

3 6.8 In response to Paragraph 6.8 of the Complaint, Defendant states that Paragraph 6.8
4 asserts a legal conclusion to which no response is required. To the extent a response is required,
5 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
6 contained in Paragraph 6.8.

7 6.9 In response to Paragraph 6.9 of the Complaint, Defendant denies each and every
8 allegation contained in Paragraph 6.9 of the Complaint.

9 6.10 In response to Paragraph 6.10 of the Complaint, Defendant denies each and every
10 allegation contained in Paragraph 6.10 of the Complaint. Defendant further denies any claim or
11 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
12 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
13 they seek to represent, to recover any damages.

14 **VII. SECOND CLAIM FOR RELIEF**
15 **(RCW 49.12.020 and WAC 296-126-092 — Alleged Failure to Provide Meal Periods)**

16 7.1 In response to Paragraph 7.1 of the Complaint, Defendant re-alleges and incorporates
17 by reference each and every response set forth in the preceding paragraphs.

18 7.2 In response to Paragraph 7.2 of the Complaint, Defendant states that the language of
19 RCW 49.12.010 speaks for itself. Except as expressly admitted, Defendant denies each and every
20 allegation contained in Paragraph 7.2.

21 7.3 In response to Paragraph 7.3 of the Complaint, Defendant states that the language of
22 RCW 49.12.020 speaks for itself. Except as expressly admitted, Defendant denies each and every
23 allegation contained in Paragraph 7.3.

24 7.4 In response to Paragraph 7.4 of the Complaint, Defendant states that the language of
25 RCW 49.12.005 and WAC 296-126-002 speaks for itself. Except as expressly admitted, Defendant
26 denies each and every allegation contained in Paragraph 7.4.

1 7.5 In response to Paragraph 7.5 of the Complaint, Defendant states that the language of
2 WAC 296-126-092 speaks for itself. Defendant denies each and every allegation contained in
3 Paragraph 7.5.

4 7.6 In response to Paragraph 7.6 of the Complaint, Defendant states that Paragraph 7.6
5 asserts a legal conclusion to which no response is required. To the extent a response is required,
6 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
7 contained in Paragraph 7.6.

8 7.7 In response to Paragraph 7.7 of the Complaint, Defendant states that Paragraph 7.7
9 asserts a legal conclusion to which no response is required. To the extent a response is required,
10 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
11 contained in Paragraph 7.7.

12 7.8 In response to Paragraph 7.8 of the Complaint, Defendant states that Paragraph 7.8
13 asserts a legal conclusion to which no response is required. To the extent a response is required,
14 Defendant states Washington law speaks for itself. Defendant denies each and every allegation
15 contained in Paragraph 7.8.

16 7.9 In response to Paragraph 7.9 of the Complaint, Defendant denies each and every
17 allegation contained in Paragraph 7.9 of the Complaint.

18 7.10 In response to Paragraph 7.10 of the Complaint, Defendant denies each and every
19 allegation contained in Paragraph 7.10 of the Complaint. Defendant further denies any claim or
20 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
21 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
22 they seek to represent, to recover any damages.

23 **VIII. THIRD CLAIM FOR RELIEF**
24 **(RCW 49.46.090 — Alleged Payment of Wages Less Than Entitled)**

25 8.1 In response to Paragraph 8.1 of the Complaint, Defendant re-alleges and incorporates
26 by reference each and every response set forth in the preceding paragraphs.

1 8.2 In response to Paragraph 8.2 of the Complaint, Defendant states that the language of
2 RCW 49.46.090 speaks for itself. Except as expressly admitted, Defendant denies each and every
3 allegation contained in Paragraph 8.2.

4 8.3 In response to Paragraph 8.3 of the Complaint, Defendant states that the language of
5 RCW 49.46.010 speaks for itself. Except as expressly admitted, Defendant denies each and every
6 allegation contained in Paragraph 8.3.

7 8.4 In response to Paragraph 8.4 of the Complaint, Defendant denies each and every
8 allegation contained in Paragraph 8.4 of the Complaint. Defendant further denies any claim or
9 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
10 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
11 they seek to represent, to recover any damages.

12 8.5 In response to Paragraph 8.5 of the Complaint, Defendant denies each and every
13 allegation contained in Paragraph 8.5 of the Complaint. Defendant further denies any claim or
14 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
15 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
16 they seek to represent, to recover any damages.

17 **IX. FOURTH CLAIM FOR RELIEF**
18 **(RCW 49.46.130 — Alleged Failure to Pay Overtime Wages)**

19 9.1 In response to Paragraph 9.1 of the Complaint, Defendant re-alleges and incorporates
20 by reference each and every response set forth in the preceding paragraphs.

21 9.2 In response to Paragraph 9.2 of the Complaint, Defendant states that the language of
22 RCW 49.46.130 speaks for itself. Except as expressly admitted, Defendant denies each and every
23 allegation contained in Paragraph 9.2.

24 9.3 In response to Paragraph 9.3 of the Complaint, Defendant denies each and every
25 allegation contained in Paragraph 9.3 of the Complaint. Defendant further denies any claim or
26 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies

1 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
2 they seek to represent, to recover any damages.

3 9.4 In response to Paragraph 9.4 of the Complaint, Defendant denies each and every
4 allegation contained in Paragraph 9.4 of the Complaint.

5 9.5 In response to Paragraph 9.5 of the Complaint, Defendant denies each and every
6 allegation contained in Paragraph 9.5 of the Complaint. Defendant further denies any claim or
7 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
8 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
9 they seek to represent, to recover any damages.

10 **X. FIFTH CLAIM FOR RELIEF**
11 **(RCW 49.52.050 — Alleged Unlawful Rebate of Wages)**

12 10.1 In response to Paragraph 10.1 of the Complaint, Defendant re-alleges and
13 incorporates by reference each and every response set forth in the preceding paragraphs.

14 10.2 In response to Paragraph 10.2 of the Complaint, Defendant states that the language
15 of RCW 49.52.050 speaks for itself. Except as expressly admitted, Defendant denies each and every
16 allegation contained in Paragraph 10.2.

17 10.3 In response to Paragraph 10.3 of the Complaint, Defendant denies each and every
18 allegation contained in Paragraph 10.3 of the Complaint. Defendant further denies any claim or
19 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
20 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
21 they seek to represent, to recover any damages.

22 10.4 In response to Paragraph 10.4 of the Complaint, Defendant denies each and every
23 allegation contained in Paragraph 10.4 of the Complaint. Defendant further denies any claim or
24 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
25 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
26 they seek to represent, to recover any damages.

1 10.5 In response to Paragraph 10.5 of the Complaint, Defendant states that the language
2 of RCW 49.52.070 speaks for itself. Except as expressly admitted, Defendant denies each and every
3 allegation contained in Paragraph 10.5.

4 10.6 In response to Paragraph 10.6 of the Complaint, Defendant denies each and every
5 allegation contained in Paragraph 10.6 of the Complaint. Defendant further denies any claim or
6 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
7 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
8 they seek to represent, to recover any damages.

9 10.7 In response to Paragraph 10.7 of the Complaint, Defendant denies each and every
10 allegation contained in Paragraph 10.7 of the Complaint. Defendant further denies any claim or
11 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
12 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
13 they seek to represent, to recover any damages.

14 10.8 In response to Paragraph 10.8 of the Complaint, Defendant denies each and every
15 allegation contained in Paragraph 10.8 of the Complaint. Defendant further denies any claim or
16 implication by Plaintiffs that this action may be brought on behalf of any proposed class, and denies
17 that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class
18 they seek to represent, to recover any damages.

19 **XI. SIXTH CLAIM FOR RELIEF**
20 **(RCW 49.52.060 and WACV 296-126-028 — Alleged Unlawful Deductions)**

21 11.1 In response to Paragraph 11.1 of the Complaint, Defendant re-alleges and
22 incorporates by reference each and every response set forth in the preceding paragraphs.

23 11.2 In response to Paragraph 11.2 of the Complaint, Defendant states that the language
24 of RCW 49.52.060 and WAC 296-126-028 speaks for itself. Except as expressly admitted,
25 Defendant denies each and every allegation contained in Paragraph 11.2.
26

1 11.3 In response to Paragraph 11.3 of the Complaint, Defendant states that the language
2 of WAC 296-128-028(5), RCW 49.52.060, and WAC 296-128-010(9) speaks for itself. Except as
3 expressly admitted, Defendant denies each and every allegation contained in Paragraph 11.3.

4 11.4 In response to Paragraph 11.4 of the Complaint, Defendant denies each and every
5 allegation contained in Paragraph 11.4. Defendant specifically denies any claim or implication by
6 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
7 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
8 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

9 11.5 In response to Paragraph 11.5 of the Complaint, Defendant denies each and every
10 allegation contained in Paragraph 11.5. Defendant specifically denies any claim or implication by
11 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
12 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
13 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

14 11.6 In response to Paragraph 11.6 of the Complaint, Defendant denies each and every
15 allegation contained in Paragraph 11.6.

16 11.7 In response to Paragraph 11.7 of the Complaint, Defendant denies each and every
17 allegation contained in Paragraph 11.7. Defendant specifically denies any claim or implication by
18 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
19 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
20 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

21 **XII. SEVENTH CLAIM FOR RELIEF**
22 **(SMC 14.20.020 — Alleged Failure to Pay Wages Owed)**

23 12.1 In response to Paragraph 12.1 of the Complaint, Defendant re-alleges and
24 incorporates by reference each and every response set forth in the preceding paragraphs.
25
26

1 12.2 In response to Paragraph 12.2 of the Complaint, Defendant states that the language
2 of SMC 14.20.020 speaks for itself. Except as expressly admitted, Defendant denies each and every
3 allegation contained in Paragraph 12.2.

4 12.3 In response to Paragraph 12.3 of the Complaint, Defendant states that the language
5 of SMC 14.20.045 speaks for itself. Except as expressly admitted, Defendant denies each and every
6 allegation contained in Paragraph 12.3

7 12.4 In response to Paragraph 12.4 of the Complaint, Defendant denies each and every
8 allegation contained in Paragraph 12.4. Defendant specifically denies any claim or implication by
9 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
10 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
11 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

12 12.5 In response to Paragraph 12.5 of the Complaint, Defendant states that the language
13 of SMC 14.20.090(A) speaks for itself. Except as expressly admitted, Defendant denies each and
14 every allegation contained in Paragraph 12.5

15 12.6 In response to Paragraph 12.6 of the Complaint, Defendant denies each and every
16 allegation contained in Paragraph 12.6. Defendant specifically denies any claim or implication by
17 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
18 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
19 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

20 12.7 In response to Paragraph 12.7 of the Complaint, Defendant denies each and every
21 allegation contained in Paragraph 12.7. Defendant specifically denies any claim or implication by
22 Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the
23 substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would
24 entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

XIII. EIGHTH CLAIM FOR RELIEF
(RCW 49.52.050 — Alleged Willful Refusal to Pay Wages)

13.1 In response to Paragraph 13.1 of the Complaint, Defendant re-alleges and incorporates by reference each and every response set forth in the preceding paragraphs.

13.2 In response to Paragraph 13.2 of the Complaint, Defendant states that the language of RCW 49.52.070 speaks for itself. Except as expressly admitted, Defendant denies each and every allegation contained in Paragraph 13.2.

13.3 In response to Paragraph 13.3 of the Complaint, Defendant states that the language of RCW 49.52.070 speaks for itself. Except as expressly admitted, Defendant denies each and every allegation contained in Paragraph 13.3.

13.4 In response to Paragraph 13.4 of the Complaint, Defendant denies each and every allegation contained in Paragraph 13.4. Defendant specifically denies any claim or implication by Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

13.5 In response to Paragraph 13.5 of the Complaint, Defendant denies each and every allegation contained in Paragraph 13.5.

13.6 In response to Paragraph 13.6 of the Complaint, Defendant denies each and every allegation contained in Paragraph 13.6. Defendant specifically denies any claim or implication by Plaintiffs that this action is appropriate to be certified or maintained as a class action, denies the substance of Plaintiffs' claims, and denies that it committed any unlawful acts or practices that would entitle Plaintiffs, or the putative class they seek to represent, to recover any damages.

PLAINTIFFS' REQUEST FOR RELIEF

In response to Plaintiffs' Prayer for Relief contained in Section XIV of the Complaint, Defendant denies that Plaintiffs or any other person is entitled to any of the relief requested in Subparagraphs A-I of the Prayer for Relief, or any relief of any kind whatsoever.

1 **AFFIRMATIVE DEFENSES AND OTHER DEFENSES**

2 Defendant asserts the following separately numbered defenses and affirmative defenses
3 without assuming any burden of proof that it does not have as a matter of law. To the extent that any
4 defenses or legal theories asserted herein may be interpreted as being inconsistent, such defenses or
5 legal theories are hereby pled in the alternative. Subject to and without waiving the foregoing, and
6 without waiving Plaintiffs' burden to show otherwise, Defendant pleads as follows:

7 1. Defendant denies all allegations of fact and conclusions of law not specifically
8 admitted herein.

9 2. Plaintiffs' Complaint fails, in whole or in part, to state a claim upon which relief can
10 be granted, or for which the damages sought may be awarded.

11 3. The Complaint and each of its purported causes of action are preempted by the Motor
12 Carrier Safety Act of 1984, 49 U.S.C. § 31141, and the Federal Motor Carrier Safety
13 Administration's Determination No. FMCSA-2019-0128.

14 4. Plaintiffs' claims are barred due to the express terms and requirements of their job
15 position, and their agreement to such terms and requirements, as memorialized in a collective
16 bargaining agreement (CBA). The sole remedy for some or all of Plaintiffs' claims must be obtained
17 through the mandatory procedures set forth in the CBA, and Plaintiffs failed to exhaust their
18 administrative remedies. Further, Plaintiffs are subject to a mandatory arbitration agreement and
19 have signed an employment agreement with a jury waiver, and thus this action cannot proceed in
20 court or be decided by a jury.

21 5. Plaintiffs' claims for relief and/or the claims of some or all of the putative class
22 members are barred in whole or in part by the applicable statutes of limitations or other applicable
23 limitation periods.

24 6. This case may not be maintained as a class action because Plaintiffs and the putative
25 class do not satisfy the requirements of Rule 23 of the Washington Civil Rules, including but not
26

1 limited to the following: (a) Class relief is inappropriate because individual issues predominate over
2 issues generally applicable to the putative class. By way of example, consideration of the
3 employment circumstances of the Plaintiffs and each putative class action member requires an
4 individual fact-specific inquiry into the actual day-to-day experiences of each individual; (b)
5 Plaintiffs' claims are not representative or typical of the claims of the putative class; (c) Plaintiffs
6 are not adequate class representatives; (d) Certain of the interests of the Plaintiffs are in conflict with
7 the interests of all or certain sub-groups of the members of the alleged putative class, and certain
8 interests of putative class members are in conflict with each other; and (e) A class action is not the
9 superior method for adjudicating this dispute, among other reasons.

10 7. Certification of a class action based on the criteria set forth in Plaintiffs' Complaint
11 would violate due process and Rule 23.

12 8. Some of Plaintiffs' claims, and those of the putative class, are barred or limited to the
13 extent that the Seattle Municipal Code, SMC 14.20 *et seq.*, exceeds the authority of the City of
14 Seattle and/or conflicts with Washington state law or the rules of this Court, including but not limited
15 to SMC 14.20.090, the remedies provided therein, and the definition of "a class of persons."

16 9. Plaintiffs lack standing to assert claims on behalf of any other person or class,
17 including but not limited to claims for exemplary (double) damages under RCW 49.52.070, claims
18 for treble damages under SMC 14.20.090, and claims for attorneys' fees.

19 10. Plaintiffs' claims and/or the claims of some or all of the putative class members for
20 violations of RCW 49.52.050 (willful withholding of wages), for exemplary (double) damages under
21 RCW 49.52.070, and for treble damages under SMC 14.20.090, are barred because, at a minimum,
22 a bona fide dispute exists as to the obligation to pay the wages sought in this action and/or because
23 Defendant did not reach an organizational consensus as to the issue(s) in dispute and/or because
24 Plaintiffs and putative class members knowingly submitted to any alleged violations and/or because
25
26

1 Defendant did not act willfully or with any intent to deprive Plaintiffs or putative class members of
2 any part of their wages.

3 11. Defendant acted reasonably and in reliance upon written administrative regulations,
4 orders, or rulings to assure full compliance with all applicable requirements of Washington law,
5 including but not limited to the Washington State Department of Labor and Industries'
6 Administrative Policy ES.C.6.

7 12. Plaintiffs' claims for alleged failure to provide rest breaks are barred because
8 Plaintiffs and putative class members were able to take, and did take, intermittent and/or scheduled
9 rest periods equivalent to 10 minutes for each 4 hours worked. To the extent Plaintiffs or putative
10 class members did not take particular rest breaks, they were properly compensated.

11 13. Plaintiffs' claims for alleged failure to provide meal periods are barred because
12 Plaintiffs and the putative class members were able to take, and did take, meal periods equivalent to
13 30 minutes for each 5 hours worked. To the extent Plaintiffs or putative class members did not take
14 particular meal periods, they voluntarily waived their meal periods or they were properly
15 compensated.

16 14. Defendant was not the proximate or actual cause of the damage alleged by Plaintiffs.

17 15. Plaintiffs and the members of the putative class have failed to mitigate their damages
18 and/or failed to protect themselves from avoidable consequences, and/or are barred by the doctrines
19 of laches, waiver, estoppel, unclean hands, and/or after-acquired evidence to the extent they failed
20 to follow Defendant's policies.

21 16. Plaintiffs' claims and/or the claims of some or all of the putative class members may
22 be barred, limited, and/or waived by a settlement, judgment, or payment, and/or applicable
23 bankruptcy laws.

24 17. Defendant alleges that any unlawful or other wrongful acts, if any, taken by any of
25 the officers, directors, supervisors, or employees of Defendant were outside the scope of their
26

1 authority and such acts, if any, were not authorized, ratified, or condoned by Defendant, nor did
2 Defendant know, nor should it have known of such conduct.

3 18. To the extent any sum may be found due and owing to Plaintiffs or putative class
4 members, Defendant is entitled to an offset against any damages awarded for amounts paid, tendered,
5 waived, compromised, and/or released prior to the adjudication herein, including but not limited to
6 any amounts paid to which they were not otherwise entitled or any amounts paid, tendered, waived,
7 compromised, and/or released through any other proceeding, either formal or informal.

8 19. Plaintiffs and putative class members are not entitled to an award of prejudgment
9 interest even if they prevail on any of their claims because the damages claimed are not sufficiently
10 certain to allow an award of prejudgment interest.

11 20. Defendant's defenses above are likewise asserted as defenses to the claims of any
12 and all members of any class that may be certified in this case.

13 21. Defendant has not yet completed a thorough investigation and study or completed
14 discovery of all facts and circumstances of the subject matter of the Complaint, and accordingly,
15 reserves the right to amend, modify, revise, or supplement its Answer, and to plead such further
16 defenses and affirmative defenses and take such further actions as it may deem proper and necessary
17 in its defense upon the completion of its investigation and study.

18 **DEFENDANT'S PRAYER FOR RELIEF**

19 WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant respectfully
20 requests that this Court:

- 21 a. Enter judgment in favor of Defendant;
- 22 b. Deny each and every demand, claim, and prayer for relief contained in Plaintiffs'
23 First Amended Complaint, and order that Plaintiffs take nothing by their claims against Defendant;
- 24 c. Award Defendant its costs and attorneys' fees in defending this action pursuant to
25 applicable law;
- 26

1 d. Grant Defendant permission to amend its pleading to conform to the proof offered at
2 the time of trial; and

3 e. Grant such other and further relief as the Court may deem just and equitable under
4 the circumstances.

5
6
7 Dated: September 6, 2024

8 s/ Breanne Sheetz Martell

Breanne Sheetz Martell, WSBA #39632

bsmartell@littler.com

Brian Rho, WSBA #51209

brho@littler.com

11 LITTLER MENDELSON, P.C.

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600 University Street, Suite 3200

Seattle, WA 98101.3122

Phone: 206.623.3300

Fax: 206.447.6965

15 *Attorney for Defendant*

Linde Gas & Equipment, Inc.

CERTIFICATE OF SERVICE

I am a resident of the State of Washington, over the age of eighteen years, and not a party to the within action. My business address is One Union Square, 600 University Street, Ste. 3200, Seattle, WA 98101. On September 6, 2024, I

<input checked="" type="checkbox"/>	ELECTRONICALLY FILED the foregoing document(s) via the Pierce County Superior Court LINX E-Filing System and served a copy via e-service.
<input checked="" type="checkbox"/>	EMAIL to the email address(es) of the person(s) set forth below.
<input type="checkbox"/>	EMAIL to the email address(es) of the person(s) set forth below, <i>pursuant to the parties' e-mail service agreement</i> .
<input type="checkbox"/>	U.S. MAIL by placing a true copy for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Seattle, Washington addressed as set forth below.

Plaintiffs' Counsel

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zach@vanguardlawfirm.com

I declare under the penalty of perjury under the laws of the State of Washington and the United States that the above is true and correct. Executed on September 6, 2024, at Seattle, Washington.

/s/Karen Fiumano Yun

Karen Fiumano Yun
kfiumano@littler.com

LITTLER MENDELSON, P.C.

4875-6751-8159.4 / 097158-1013