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6 CASE #: 23-2-10294-1 SEA HONORABLE WILLAM L. DIXON V  
7 Department 46  
8 Hearing Date: July 17, 2026

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

11 EPIC HOMEOWNERS ASSOCIATION, a  
12 Washington limited liability company;  
13 BAYVIEW ON THE LAKE CONDOMINIUM  
14 OWNERS ASSOCIATION, a Washington  
15 nonprofit corporation; ARBORETUM AT VISTA  
16 PARK CONDOMINIUM ASSOCIATION, a  
17 Washington nonprofit corporation; THE VINE  
18 BUILDING OWNERS ASSOCIATION, a  
19 Washington nonprofit corporation; and THE  
20 COSMOPOLITAN CONDOMINIUM OWNERS'  
21 ASSOCIATION, a Washington nonprofit  
22 corporation, all individually and on behalf of  
23 similarly situated entities,

24 Plaintiffs,

25 v.

26 MARK HOLMES and J. DOE HOLMES, and the  
27 marital community comprised thereof;  
KAPPES MILLER MANAGEMENT, LLC, a  
Washington limited liability company; YATES,  
WOOD & MCDONALD, INC., a Washington  
corporation; ECONDOSERVICES.COM, LLC, a  
Washington limited liability company;  
ASSOCIATION UNDERWRITERS OF  
WASHINGTON, LLC, a Washington limited  
liability company; DOE ENTITIES 1–20; and  
KELLY SZETO and J. DOE SZETO, and the  
marital community comprised thereof,

Defendants.

NO. 23-2-10294-1 SEA

**PLAINTIFFS' MOTION FOR ATTORNEYS'  
FEES, LITIGATION COSTS, AND SERVICE  
AWARDS**

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1 I. INTRODUCTION

2 The five HOA Plaintiffs and their counsel negotiated this class settlement after nearly  
3 three years of contentious litigation. Defendants will establish a \$1,265,000 Settlement Fund,  
4 which exceeds the \$813,244 in Defendants’ Fees that Class Members paid during the Class  
5 Period. If the Court approves the requested attorneys’ fees, litigation costs, service awards, and  
6 administrative costs, Settlement Class Members will recover approximately 80% of the allegedly  
7 undisclosed fees they paid to Defendants.

8 Plaintiffs now move for Court approval of an attorneys’ fee equal to 33% of the  
9 Settlement Fund, or \$421,245, reimbursement of \$40,000 in litigation costs, and service awards  
10 of \$30,000. The fee request is consistent with fees awarded by other Washington courts for  
11 similar cases and work, and is far less than Class Counsel’s lodestar. The litigation costs were  
12 necessary to prosecuting and successfully resolving the case and include expert and mediation  
13 fees, filing fees, electronic production and data hosting costs, and reporter fees. These are the  
14 types of costs normally charged to a fee-paying client. The requested service awards, while  
15 higher than average, are reasonable and appropriate in this case because the HOA Plaintiffs—  
16 associations that are run by volunteer residents with limited resources—devoted significant  
17 time to uncovering the conduct at issue, working with counsel to develop the case, collecting  
18 documents, information, and ESI responsive to Defendants’ discovery requests, and  
19 participating in the mediation and settlement process, including by declining large individual  
20 settlement offers in favor of a resolution that benefitted the entire class.

21 Plaintiffs respectfully request the Court grant their motion.

22 II. STATEMENT OF FACTS

23 A. Class Counsel litigated the Class’s claims for over two years.

24 Following an investigation, Class Counsel filed this case in June 2023 on behalf of  
25 Plaintiffs and a proposed class of HOAs, alleging that Defendants charged HOAs more in  
26 insurance premiums than was being collected by their insurance carriers (the “Defendants’  
27 Fees”). Doc. 1. Class Counsel served discovery on Defendants soon after, targeting documents

1 and information relevant to both class certification and evidence needed to prove the Class's  
2 claims.

3 Discovery was hard fought. Class Counsel reviewed the thousands of pages of  
4 documents that Defendants produced, and served follow up discovery. The parties met and  
5 conferred on numerous occasions, and ultimately had to seek orders from the Court on the  
6 terms of a protective order, Docs. 20-29, and Defendants' obligation to produce information  
7 and documents related to the proposed class members. Docs. 84-85, 131.

8 Class Counsel worked with Plaintiffs to respond to Defendants' discovery requests, and  
9 retained an ESI expert to assist with collecting responsive documents. Locating and producing  
10 relevant documents was a time-consuming process given the scope of Defendants' requests.  
11 Following production, Class Counsel defeated Defendants' motion to compel Plaintiffs to  
12 produce additional Electronically Stored Information (ESI). Doc. 92.

13 Plaintiffs moved for class certification on August 1, 2025, supporting their motion with  
14 an expert report, declarations of each Plaintiff, and dozens of exhibits. Docs. 137-147.  
15 Defendants moved for a continuance instead of responding, arguing for entry of a case  
16 schedule and additional discovery, including over 20 depositions, ESI, and expert materials,  
17 before responding to the motion. Docs. 165-66. Plaintiffs opposed. Docs. 170-71. While these  
18 motions were pending, the parties agreed to mediate and stay litigation. Doc. 178.

19 **B. Counsel negotiated an excellent settlement for the Class.**

20 The parties mediated with Matt Turetsky, an experienced mediator of consumer  
21 disputes, in a session that lasted over 12 hours and ended with the parties signing a CR 2A  
22 agreement.

23 Defendants agreed to pay \$1,265,000 to resolve Class Members' claims, an amount that  
24 exceeds the \$813,244 in Defendants' Fees that Class Members paid. After deducting Court-  
25 approved service awards, administration costs, and attorneys' fees and litigation costs, the  
26 Settlement Fund will be distributed to Class Members pro rata based on the amount the  
27 Settlement Class Member paid in Defendants' Fees.

1 If the Court approves the requested fees, costs and service awards, Class Members'  
2 Settlement Awards will be approximately 80% of the amounts they paid in Defendants' Fees  
3 during the Class Period, with the majority well above \$1,000 and more than half over \$10,000.  
4 Chandler Decl. ¶ 14.

5 **C. Plaintiffs were actively involved in the litigation and settlement.**

6 Plaintiff Bayview on the Lake Condominium Owners Association discovered the  
7 undisclosed fees at issue in this case in 2018 and filed a complaint with the Office of the  
8 Insurance Commissioner (OIC). Plaintiffs Cosmopolitan Condominium Owners' Association and  
9 The Vine Building Owners Association made separate complaints that were investigated by the  
10 OIC. These efforts led to the OIC revoking AUW's insurance license. The HOA Plaintiffs then  
11 retained counsel to file this lawsuit, asserting claims on behalf of a proposed class of other  
12 HOAs that also paid undisclosed fees to Defendants. They remained active participants in the  
13 litigation, meeting regularly with Class Counsel, providing necessary information and  
14 documents to draft the complaint and respond to discovery, and preparing declarations to file  
15 in support of the motion for class certification. All the HOA Plaintiffs participated in the lengthy  
16 mediation and approved the settlement terms. When the case settled, Plaintiffs were preparing  
17 to be deposed. *See* Declarations of Priscilla Stoyanof, Tom Ichelson, Michael Fitzgerald, Grayson  
18 Deitering, Michael Hunsinger.

19 **III. STATEMENT OF ISSUES**

20 Should the Court award an attorneys' fee of 33% of the Settlement Fund, litigation costs  
21 of \$40,000, and service awards of \$30,000?

22 **IV. EVIDENCE RELIED UPON**

23 Plaintiffs rely upon the declarations of Blythe H. Chandler, Isaac Ruiz, Priscilla Stoyanof,  
24 Tom Ichelson, Michael Fitzgerald, Grayson Deitering, Michael Hunsinger, and the pleadings and  
25 records on file in this case.

1 **V. ARGUMENT AND AUTHORITY**

2 Plaintiffs request the Court approve payment of \$421,245 in attorneys’ fees, \$40,000 in  
3 litigation expenses, and \$30,000 service awards. This request is reasonable, was disclosed to  
4 the Class in the Court-approved notices, and warrants approval.

5 **A. The requested attorneys’ fee award is supported by the “percentage of recovery”**  
6 **method of calculating fees that is favored in common fund cases.**

7 Where, as here, counsel in a class action seek fees from the common fund, courts have  
8 discretion to employ either the lodestar method or percentage-of-recovery method to calculate  
9 a reasonable fee. *Bowles v. Wash. Dep’t of Ret. Sys.*, 121 Wn.2d 52, 71–72 (1993). When  
10 determining the appropriate fee from a common fund, the percentage-of-the-fund method is  
11 preferred. *Id.* at 72. As a matter of public policy, awarding fees from the common fund  
12 promotes “greater access to the judicial system” by making it easier for class action plaintiffs to  
13 obtain counsel. *Id.* at 71; *see also In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935,  
14 942 (9th Cir. 2011) (the percentage method is used “in lieu of the often more time-consuming  
15 task of calculating the lodestar” when “the benefit to the class is easily quantified”).

16 Under the “percentage of recovery” method attorneys are awarded a reasonable  
17 percentage of the total recovery, “often in the range of 20 to 30 percent.” *Id.* at 72; *see also* 5  
18 Newberg & Rubenstein on Class Actions § 15:83 (6th ed. Dec. 2025 update) (percentage-of-the-  
19 fund awards are “generally between 20-30%” and “[u]sually, 50% of the fund is the upper limit  
20 on a reasonable fee award”).

21 Plaintiffs request a fee of 33% percent of the common fund. Courts routinely award fees  
22 in this amount. *See, e.g., Hill v. Continuum Glob. Sols., LLC*, 2:12-CV-00717-JCC, 2026 WL  
23 592270, at \*3 (W.D. Wash. Mar. 3, 2026) (awarding 35% of fund); *Davis v. Symetra Life Ins. Co.*,  
24 No. 2:21-CV-00533-KKE, 2025 WL 1434727, at \*5 (W.D. Wash. May 19, 2025) (awarding a fee of  
25 33½% of settlement fund as reasonable given “the amount of work required and the risk  
26 undertaken,” and citing “several class actions in which courts have awarded fees equal to 33½  
27 percent of the settlement fund”); *Troy v. Aegis Senior Communities LLC*, No. 16-CV-03991-JSW,

1 2021 WL 6129106, at \*3 (N.D. Cal. Aug. 23, 2021) (approving fee of 39% settlement fund as  
2 “within the percentage range approved in comparable consumer class actions,” and citing cases  
3 approving awards of 33% of settlement funds); Chandler Decl. Ex. 1 ¶ 19 (Yakima County  
4 Superior Court order awarding one-third of settlement fund in consumer class action); Ex. 2 ¶¶  
5 18-21 (Clark County Superior Court order awarding one-third of fund); Ex. 3 ¶¶ 5-11 (King  
6 County Superior Court order awarding one-third of fund).

7 Plaintiffs’ request is reasonable given the value of the settlement to the Class. Class  
8 Members paid \$813,244 in Defendants’ Fees. The \$1,265,000 Settlement Fund exceeds that  
9 amount. If the Court approves the requested service awards, attorneys’ fees and costs, and  
10 estimated administrative costs, the remaining net Settlement Fund of \$650,343 is equal to  
11 approximately 80% of the Defendants’ Fees the Class paid. Chandler Decl. ¶ 14; *see also Low v.*  
12 *Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1302 (S.D. Cal. 2017) (describing a settlement that  
13 recovered 80% of class members’ payments to defendant as “extraordinary”), *aff’d*, 881 F.3d  
14 1111 (9th Cir. 2018).

15 The recovery is more impressive given the risks, expense and delay had litigation  
16 continued. When the parties negotiated the settlement, Plaintiffs had moved for class  
17 certification but Defendants sought a continuance to conduct additional discovery that included  
18 more than 20 depositions and expert discovery, among other things, in an effort to show that  
19 individualized inquiries into class members’ management contracts and knowledge precluded  
20 certification. Doc. 165. Plaintiffs also faced risks on the merits of their claims. Defendants  
21 contend that Washington insurance law does not prohibit their practice, that Plaintiffs should  
22 have known about it, and that Plaintiffs could not hold Mr. Holmes and Ms. Szeto liable—  
23 arguments they presumably intended to make in the summary judgment motion they had  
24 noticed but not yet filed when the settlement was reached. *See* Doc. 163. The settlement  
25 ensures that Class Members recover a substantial portion of the allegedly unlawful fees they  
26 paid to Defendants now, without delay, added costs, and risk of no recovery at all.

1 **B. The reasonableness of the requested fee is confirmed by Class Counsel’s lodestar,**  
2 **which exceeds the requested fee.**

3 While not required, a lodestar crosscheck supports the requested fee. *See Farrell v.*  
4 *Bank of America*, 827 F. App’x 628, 630 (9th Cir. 2020) (“This Court has consistently refused to  
5 adopt a crosscheck requirement, and we do so once more.”); *Vizcaino v. Microsoft Corp.*, 290  
6 F.3d 1043, 1050 & n.5 (9th Cir. 2002) (reviewing a fee awarded under Washington law and  
7 noting that when the “primary basis of the fee award remains the percentage method,” a  
8 lodestar analysis “may provide a useful perspective” but is “merely a cross check”). There are  
9 two steps to the lodestar method: (1) calculating the “lodestar figure” by “multiplying the  
10 number of hours reasonably expended by the attorney’s reasonable hourly rates;” and  
11 (2) adjusting that figure up or down with a multiplier to reflect other factors such as “the  
12 contingent nature of success and the quality of the work performed.” *Smith v. Behr Process*  
13 *Corp.*, 113 Wn. App. 306, 341 (2002) (citing *Bowers*, 100 Wn.2d at 597).

14 Class Counsel’s lodestar of \$887,000 is calculated using their usual hourly rates, is based  
15 on a reasonable number of hours spent on the litigation, and exceeds the requested \$421,245  
16 fee.

17 1. *Class Counsel’s hourly rates are reasonable.*

18 When attorneys “have an established rate for billing clients, that rate will likely be a  
19 reasonable rate.” *Bowers v. Transamerica Title Ins*, 100 Wn.2d 581, 597 (1983). “In addition to  
20 the usual billing rate, the court may consider the level of skill required by the litigation, time  
21 limitations imposed on the litigation, the amount of the potential recovery, the attorney’s  
22 reputation, and the undesirability of the case.” *Id.* When counsel has worked on a contingent  
23 basis, courts often apply current rates, rather than historical rates, to compensate the attorney  
24 for the delay in payment over time. *See, e.g., Steele v. Lundgren*, 96 Wn. App 773, 785 (1999).

25 Class Counsel calculated their lodestar using their current hourly rates, which range  
26 from \$540 to \$750 for partners, \$350 to \$400 for associates, \$210 to \$350 for paralegals, and  
27 \$150 to \$200 for litigation assistants. Chandler Decl. ¶¶ 18-20; Ruiz Decl. ¶¶ 29-30. Courts in

1 Washington have recently approved comparable rates. *See, e.g., Hill v. Continuum Global*  
2 *Solutions*, No. 2:12-cv-00717-JCC, 2026 WL 592270, at \*3 (W.D. Wash. Mar. 3, 2026) (finding  
3 reasonable hourly rates from \$500 to \$700 for partners, \$450 to \$500 for associates, \$250 for  
4 paralegals, and \$150 to \$200 for legal assistants); *Knudsen v. Hightower Holdings*, No. C24-  
5 0395-KKE, 2024 WL 3430994, at \*3 (W.D. Wash. July 16, 2024) (hourly rates of \$450 to \$850 are  
6 reasonable for Seattle); *Wild Fish Conservancy v. Washington Dep't of Fish & Wildlife*, No. 21-cv-  
7 169, 2024 WL 1345200, at \*5 (W.D. Wash. Mar. 30, 2024) (finding hourly rates of \$290 to \$700  
8 reasonable based in part on “the Court’s own local knowledge”), *aff'd sub nom. Wild Fish*  
9 *Conservancy v. Susewind*, No. 24-2562, 2025 WL 2017470 (9th Cir. July 18, 2025).

10 Class Counsel’s declarations describe the basis for their hourly rates, including their  
11 education, experience, and reputation in the legal community. Chandler Decl. ¶¶ 1-13, 17-18;  
12 Ruiz Decl. ¶¶ 2-26, 28-29; *see also Welch v. Metro. Life Ins.*, 480 F.3d 942, 947 (9th Cir. 2007)  
13 (affidavits from plaintiffs’ counsel and fee awards in other cases sufficient evidence of  
14 prevailing market rates); *Ingram v. Oroudjian*, 647 F.3d 925, 928 (9th Cir. 2011) (courts may rely  
15 on their familiarity with the legal market in determining reasonable hourly rates).

16 2. *Class Counsel devoted a reasonable number of hours to the case.*

17 To establish the hours reasonably worked, courts consider the number of hours counsel  
18 billed during the litigation and “generally defer to the ‘winning lawyer’s professional judgment  
19 as to how much time he was required to spend on the case.’” *Costa v. Comm’r of Soc. Sec.*  
20 *Admin.*, 690 F.3d 1132, 1136 (9th Cir. 2012) (*quoting Moreno v. City of Sacramento*, 534 F.3d  
21 1106, 1112 (9th Cir. 2008)). Courts consider the plaintiff’s “reasonable documentation of the  
22 work performed,” which “need not be exhaustive or in minute detail” but must include the  
23 attorney or staff member who performed the work, the number of hours worked, and the type  
24 of work performed. *Bowers*, 100 Wn.2d at 597.

25 Class Counsel devoted over 2,300 hours to this litigation. Their declarations summarize  
26 the work performed by each timekeeper, the number of hours each timekeeper worked, and  
27

1 each timekeeper's experience and hourly rate. Chandler Decl. ¶¶ 17-19; Ruiz Decl. ¶¶ 28-29.<sup>1</sup>  
2 Class Counsel coordinated their efforts to minimize duplication of effort and capitalize on each  
3 firm's and timekeeper's strengths and experience. Ruiz & Smart worked with the plaintiffs to  
4 investigate the case, analyzed the insurance proceedings by the OIC, and drafted the complaint,  
5 prepared and served initial discovery requests, prepared discovery responses, analyzed  
6 Defendants' discovery response and productions, and briefed discovery issues in the first year  
7 of litigation. Terrell Marshall joined the team in May 2024 and assisted with briefing and  
8 discovery, including working with an expert to collect and review plaintiffs' ESI. Terrell Marshall  
9 took the lead on mediation and settlement negotiations, analyzing Defendants' data production  
10 to determine plaintiffs' and class members' damages, documenting the settlement, and moving  
11 for preliminary approval of the class settlement. Class Counsel had every incentive to be  
12 thoughtful about time they devoted to this case, given its duration and uncertain outcome. *See*  
13 *Moreno*, 534 F.3d at 1112 (“[L]awyers are not likely to spend unnecessary time on contingency  
14 fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result  
15 and the amount of the fee.”).

16 3. *That the requested fee represents a negative multiplier on Class Counsel's*  
17 *lodestar supports its reasonableness.*

18 While courts often use multipliers to adjust a lodestar upward to compensate attorneys  
19 for the contingent nature of the recovery of fees, *Bowers*, 100 Wn.2d at 600–02, Plaintiffs'  
20 \$421,245 fee request in this case is less than Class Counsel's lodestar of \$887,000. That the  
21 requested fee represented a negative .47 multiplier on Class Counsel's lodestar further  
22 supports its reasonableness. *See, e.g., Williams v. PillPack LLC*, No. 3:19-CV-05282-DGE, 2025  
23 WL 1149710, at \*3 (W.D. Wash. Apr. 18, 2025) (approving a fee equal to one-third of the  
24 settlement fund and finding negative multiplier “strongly supports the fee award”); *Paredes*  
25 *Garcia v. Harborstone Credit Union*, No. 3:21-CV-05148-LK, 2023 WL 7412842, at \*12 (W.D.  
26

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27 <sup>1</sup> Class Counsel will provide the Court with their detailed time records if requested.

1 Wash. Nov. 9, 2023) (approving a percentage-of-the-fund attorneys’ fee award and finding a  
2 “negative” multiplier on class counsel’s lodestar “bolsters the reasonableness of the fee  
3 request”).

4 **C. The Court should approve reimbursement of \$40,000 in litigation costs.**

5 “Class counsel are permitted to recover reasonable expenses that ‘would normally be  
6 charged to a fee paying client.’” *Paredes Garcia*, 2023 WL 7412842, at \*12 (quoting *Harris v.*  
7 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). Class Counsel request reimbursement of \$40,000 in  
8 litigation costs that were necessary to the prosecution of this case, including filing fees, process  
9 service costs, mediation fees, expert fees, electronic production and data hosting costs,  
10 reporter fees, and investigator fees. Chandler Decl. ¶ 21; Ruiz Decl. ¶ 31.

11 **D. Service awards of \$30,000 are reasonable and appropriate in this case.**

12 Service awards “are intended to compensate class representatives for work undertaken  
13 on behalf of a class” and “‘are fairly typical in class action cases.’” *In re Online DVD-Rental*  
14 *Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (citation omitted). “[D]istrict courts must  
15 ‘evaluate the propriety of requested incentive payments’ by considering, among other factors,  
16 ‘the actions the plaintiff has taken to protect the interests of the class, the degree to which the  
17 class has benefitted from those actions, the amount of time and effort the plaintiff expended in  
18 pursuing the litigation,’ and any financial or reputational risks the plaintiff faced.” *In re Apple*  
19 *Inc. Device Performance Litig.*, 50 F.4th 769, 786 (9th Cir. 2022) (citation omitted).

20 Plaintiffs are condominium owner associations run by resident volunteers who typically  
21 have limited time, financial resources, and administrative support. Despite these constraints,  
22 Plaintiffs initiated the proceedings with the OIC and then retained counsel to pursue redress on  
23 behalf of all similarly situated associations in Washington. They devoted many hours to  
24 assisting counsel with their investigation and drafting the complaint, collecting documents and  
25 ESI responsive to Defendants’ discovery requests, providing declarations in support of class  
26 certification, reviewing analysis of class damages done by Class Counsel both before and after  
27 mediation, and participating in the mediation and settlement negotiations. They were also

1 prepared to have their depositions taken and testify at trial. Throughout the case, Plaintiffs  
2 considered and advocated for the interests of all Class Members. In fact, they declined large  
3 settlement offers so they could continue to pursue recovery on behalf of other condominium  
4 associations that also paid undisclosed fees. *See* Declarations of Priscilla Stoyanof, Tom  
5 Ichelson, Michael Fitzgerald, Grayson Deitering, Michael Hunsinger.

6 Under the circumstances, \$30,000 service awards are reasonable and do not undermine  
7 Plaintiffs' adequacy to represent other owner associations that will recover 80% of their  
8 damages from this settlement. *See del Toro Lopez v. Uber Techs., Inc.*, No. 17-CV-06255-YGR,  
9 2018 WL 5982506, at \*3 (N.D. Cal. Nov. 14, 2018) (approving \$50,000 and \$30,000 service  
10 awards); *In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-02420-YGR, 2018 WL 3064391,  
11 at \*2 (N.D. Cal. May 16, 2018) (finding \$30,000 service awards for each of nine class  
12 representatives "reasonable and justified given: (i) their willingness to serve as private  
13 attorneys general; and (ii) their work performed and the active participation in the litigation on  
14 behalf of the ... Class"); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1329–30 & n.9 (W.D.  
15 Wash. 2009) (collecting cases approving service awards from \$5,000 to \$40,000).

## 16 VI. CONCLUSION

17 Plaintiffs respectfully request the Court grant their motion for attorneys' fees, litigation  
18 costs, and services awards, and will submit a proposed order with their motion for final  
19 approval of the settlement.

20 RESPECTFULLY SUBMITTED AND DATED this 15th day of May, 2026.

21 TERRELL MARSHALL LAW GROUP PLLC

22 *I certify that this memorandum contains 3,299*  
23 *words, in compliance with the Local Civil Rules.*

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

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1 CERTIFICATE OF SERVICE

2 I, Blythe H. Chandler, hereby certify that on May 15, 2026, I caused true and correct  
3 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 15th day of May, 2026.

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