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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ANNIE SONG, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION,

Defendant.

No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Annie Song (“Plaintiff”), on behalf of herself and all others similarly situated, alleges the following against Costco Wholesale Corporation (“Costco” or “Defendant”) based upon personal knowledge with respect to herself and on information and belief derived from, among other things, investigation by her counsel, as to all other matters:

**NATURE OF THE ACTION**

1. This is a proposed class action seeking monetary damages and injunctive relief from Defendant Costco Wholesale Corporation (“Costco” or “Defendant”), arising from its fraudulent and material omissions regarding its deceptive mark-up of products sold online at Costco.com.



**JURISDICTION AND VENUE**

1  
2 9. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. § 1332(d)  
3 because this is a class action with diversity between at least one class member (including Plaintiff)  
4 and Defendant and the aggregate amount of damages exceeds \$5,000,000. This action therefore  
5 falls within the original jurisdiction of the federal courts pursuant to the Class Action Fairness  
6 Act, 28 U.S.C § 1332(d).

7 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because  
8 Costco’s principal place of business is in this District.

9 **COMMON FACTUAL ALLEGATIONS**

10 **A. Costco Fails to Disclose When Items Sold on Online are More Expensive than the**  
11 **Same Items Sold In-Store at a Costco Warehouse Despite its Explicit Promise to**  
12 **Inform Consumers of this Material Price Differential**

13 11. Defendant promises on its website that it will disclose to consumers whenever an  
14 online product sold on Costco.com is more expensive the same item sold in-store at a Costco  
15 warehouse location.

16 12. Such representation is made on the Customer Service Home Page on the Costco  
17 Wholesale website. Defendant specifically states:

18 **Are warehouse and online prices the same?**

19 As you may already know, not all products sold on Costco.com are available at  
20 your local Costco warehouse. Also, products sold online may have different  
21 pricing than the same products sold at your local Costco warehouse. That’s due  
22 to the shipping and handling fees charged for delivery to your home or business.  
23 And when an item is available both online and in the warehouse, you’ll see the  
24 message, “Item may be available in your local warehouse for a lower, non-  
25 delivered price,” on its product page on Costco.com.<sup>1</sup>

26 13. Indeed, Costco’s statement indicates that in all instances when an item is available  
27 both online and in stores, that it will necessarily include its pricing disclosure.

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<sup>1</sup> See *Are warehouse and online prices the same?*, Coscto.com, [https://customerservice.costco.com/app/answers/answer\\_view/a\\_id/691/~are-warehouse-and-online-prices-the-same%3F](https://customerservice.costco.com/app/answers/answer_view/a_id/691/~are-warehouse-and-online-prices-the-same%3F) (last accessed on June 12, 2024).

1           14. But Defendant did not follow through with its promise and instead, routinely  
2 failed to disclose this material notification on its website and mobile app.

3       **B. Plaintiff's Experience**

4           15. On January 21, 2024, Plaintiff placed an order for 2-day delivery on Costco.com  
5 for various personal items in the total amount of \$145.52.

6           16. At all relevant times, Defendant represented on the Costco website that it would  
7 include a message whenever an online product was more expensive than the same in-store item  
8 by stating the “[i]tem may be available in your local warehouse for a lower, non-delivered price.”

9           17. None of the products Plaintiff purchased in her order included the disclosure that  
10 any of the items might be available at her Costco store at a lower price.

11           18. Upon information and belief, several of the products Plaintiff purchased on  
12 Costco.com for delivery were actually more expensive than if she had purchased the exact same  
13 items in-store.

14           19. For example, Plaintiff purchased a 30-Roll Count of Charmin Ultra Soft Bath  
15 Tissue for \$33.49. At no point during her transaction on Costco.com did Defendant disclose that  
16 this toilet paper might be available in-store at a cheaper price.

17           20. However, the exact same 30-Roll Count of Charmin Ultra Soft Bath Tissue that  
18 Plaintiff purchased online cost only \$29.99 at the Costco warehouse located at 779 Connecticut  
19 Ave, Norwalk, CT 06854.

20           21. Plaintiff would not have made the online purchase if she had known that she could  
21 purchase the exact same toilet paper in-store for approximately \$4 less than what she paid online.

22           22. If Plaintiff had known the true price of the toilet paper sold at her Costco  
23 warehouse, she would have purchased the toilet paper in-store instead of purchasing it online.

**CLASS ACTION ALLEGATIONS**

1  
2 23. Plaintiff brings this action on behalf of herself and all others similarly situated  
3 pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity,  
4 commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

5 24. The proposed Class and Subclass are defined as:

6 All consumers who, within the applicable statute of limitations  
7 preceding the filing of this action to the date of class certification,  
8 made a purchase for delivery through the Costco mobile app or  
9 website and paid more for a product than was charged by Costco  
10 for the same product in-store when the online product page did not  
11 contain a disclosure warning consumers that the item may be  
12 available in-store for a lower price. (the “National Class”).

13 All consumers who, while residing in the State of Connecticut,  
14 within the applicable statute of limitations preceding the filing of  
15 this action to the date of class certification, made a purchase for  
16 delivery through the Costco mobile app or website and paid more  
17 for a product than was charged by Costco for the same product  
18 in-store when the online product page did not contain a disclosure  
19 warning consumers that the item may be available in-store for a  
20 lower price. (the “Connecticut Subclass”).

21 25. Excluded from the Class is Defendant, its officers and directors, members of their  
22 immediate families, and the heirs, successors, or assigns of any of the foregoing.

23 26. **Numerosity.** At this time, Plaintiff does not know the exact size of the Class;  
24 however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class  
25 members are well into the thousands, and thus, are so numerous that joinder of all members is  
26 impractical. The number and identities of Class members is administratively feasible and can be  
27 determined through appropriate discovery in the possession of the Defendant.

28 27. **Commonality:** There are questions of law and fact common to the Class, which  
29 include, but are not limited to the following:

30 a. Whether during the class period, Defendant omitted the promised  
31 disclosure on its website and mobile app whenever an online product was more expensive than  
32 the same product sold in-store;

1           b.       Whether Defendant’s alleged omissions misled or had the tendency to  
2 mislead consumers;

3           c.       Whether Defendant’s alleged conduct constitutes violations of the laws  
4 asserted;

5           d.       Whether Plaintiff and members of the Class were harmed by Defendant’s  
6 omissions;

7           e.       Whether Plaintiff and the Class have been damaged, and if so, the proper  
8 measure of damages; and

9           f.       Whether an injunction is necessary to prevent Defendant from continuing  
10 to omit notice on the Costco mobile app and website that an online product is more expensive  
11 than the same in-store product.

12           28.       **Typicality.** Like Plaintiff, many other consumers purchased products for delivery  
13 from Costco’s website or mobile app, believing based on its promised disclosure, that Defendant  
14 would disclose whenever an item was more expensive online than that same item offered in-  
15 store. Plaintiff’s claims are typical of the claims of the Class because Plaintiff and each Class  
16 member was injured by Defendant’s omissions about the true price differential between the  
17 products sold online and those sold in-store. Plaintiff and the Class have suffered the same or  
18 similar injury as a result of Defendant’s omissions. Plaintiff’s claims and the claims of the  
19 members of the Class emanate from the same legal theory, Plaintiff’s claims are typical of the  
20 claims of the Class, and therefore, class treatment is appropriate.

21           29.       **Adequacy.** Plaintiff is committed to pursuing this action and has retained counsel  
22 competent and experienced in prosecuting and resolving consumer class actions. Plaintiff will  
23 fairly and adequately represent the interests of the Class and does not have any interests adverse  
24 to those of the Class.

25           30.       **Predominance and Superiority.** The common questions of law and fact  
26 enumerated above predominate over questions affecting only individual members of the Class,  
27

1 and a class action is the superior method for fair and efficient adjudication of the controversy.  
2 The likelihood that individual members of the Class will prosecute separate actions is remote due  
3 to the extensive time and considerable expense necessary to conduct such litigation, especially  
4 when compared to the relatively modest amount of monetary, injunctive, and equitable relief at  
5 issue for each individual Class member.

6 **CAUSES OF ACTION**

7 **FIRST CLAIM FOR RELIEF**

8 **Violation of Washington’s Consumer Protection Act (“CPA”), RCW § 19.86.20 *et seq.*  
9 (on Behalf of Plaintiff and the National Class)**

10 31. Plaintiff realleges and incorporates herein the allegations of the paragraphs above  
11 of this Complaint as if fully set forth herein.

12 32. Washington’s Consumer Protection Act makes unlawful any “[u]nfair methods of  
13 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce...”  
14 RCW § 19.86.020.

15 33. Plaintiff and members of the Class are “persons” as defined in RCW  
16 19.86.010(1).

17 34. Defendant is a “person” as defined in RCW 19.86.010(1).

18 35. Defendant committed unfair and deceptive practices by promising that it would  
19 include a clear disclosure on its website or mobile app whenever an online item was more  
20 expensive than that same item sold in-store at Costco and then omitting that disclosure on online  
21 items before a consumer makes a purchase on Costco.com.

22 36. Defendant’s failure to disclose to consumers when an online product was more  
23 expensive than the same item sold in-store was material to Plaintiff’s and the proposed Class’s  
24 purchasing decisions and has misled Plaintiff and the proposed Class and will continue to mislead  
25 them in the future.

26 37. Defendant’s conduct was also unfair. Its omissions were, and are, likely to cause  
27 substantial injury to consumers who paid more for products than they would have paid had they

1 purchased the same products in store instead of online. These additional costs were not  
2 reasonably avoidable by consumers and not outweighed by countervailing benefits.

3 38. Had Plaintiff known of Defendant's omissions regarding the true price differential  
4 between Costco's online products and those same products sold in-store, Plaintiff would not have  
5 purchased those items for delivery on Costco's website and would have instead purchased those  
6 products in-store at the lower price.

7 39. Defendant's omissions regarding its online product mark-ups occurred in the  
8 conduct of Defendant's trade and commerce. These bad acts were intended to, and did, result in  
9 Defendant profiting from its misleading practice.

10 40. Defendant's omissions caused Plaintiff and the Class injury to their business or  
11 property because they paid more for Defendant's products than they would have paid had they  
12 purchased the same products in-store instead of online.

13 41. Plaintiff and the Class have been injured by Defendant's CPA violations in an  
14 amount to be determined at trial. Plaintiff seeks all damages available under CPA § 19.86.090,  
15 including actual damages, costs (including reasonable attorneys' fees), treble damages, and  
16 injunctive relief.

17  
18 **SECOND CLAIM FOR RELIEF**

19 **Alternative Cause of Action for Violation of Connecticut Unfair Trade Practices Act,  
20 Conn. Gen. Stat. § 42-110a, *et seq.*  
21 (on Behalf of Plaintiff and the Connecticut Subclass)**

22 42. Plaintiff realleges and incorporates herein the allegations of the paragraphs above  
23 of this Complaint as if fully set forth herein.

24 43. Plaintiff states this alternative claim for relief under the law of the state of  
25 Connecticut, the state where her local Costco warehouse is located.

26 44. The Connecticut Unfair Trade Practices Act ("CUTPA") prohibits unfair  
27 competition and unfair and deceptive acts. Conn. Gen. Stat. § 42-110b provides: "(a) No person



1 shall engage in unfair methods of competition and unfair or deceptive acts or practices in the  
2 conduct of any trade or commerce.”

3 45. Costco committed unfair and deceptive acts or practices in or affecting commerce  
4 by failing to disclose that consumers would pay more for product listed on Costco’s website or  
5 mobile app than the same product offered in-store at a Costco location, despite its explicit  
6 promise that it would do so.

7 46. Costco’s deceptive omissions regarding its online product mark-ups were likely  
8 to affect consumer purchasing decisions because the pricing disclosure affects whether  
9 consumers decide to place their orders on Costco’s website or mobile app for delivery as opposed  
10 to purchasing the same items in-store.

11 47. As a result of Costco’s deceptive and unfair business practices, Plaintiff and the  
12 Class have suffered ascertainable losses within the meaning of C.G.S. § 42-110g(a) and have  
13 been damaged by Costco’s unlawful acts.

14 48. Costco’s deceptive and unfair acts and practices present an ongoing threat and  
15 likelihood of deception to members of the public and constitute fraud upon the members of the  
16 public, as well as unfair, unlawful, and deceptive acts in violation of CUTPA.

17 49. Costco engaged in unfair and deceptive acts or practices as alleged herein with  
18 the intent that others rely upon its concealment, suppression, and omission of material facts  
19 regarding its online product mark-ups, and acted intentionally, or at a minimum, with reckless  
20 disregard for Plaintiff’s rights and the rights of the Class.

21 50. Costco knew that it unfairly and deceptively omitted this material information to  
22 consumers on its website and mobile app.

23 51. Costco’s material omissions regarding its deceptive online product mark-ups  
24 offended established public policy and were immoral, unethical, oppressive, unscrupulous, or  
25 substantially injurious to consumers.

1 52. Costco’s unfair and deceptive omissions regarding its online product mark-up  
2 practices were material to Plaintiff’s and Class members’ purchasing decisions and Plaintiff and  
3 Class members reasonably and materially relied upon the information in deciding whether to  
4 make their purchases on the Costco website or mobile app.

5 53. These unfair or deceptive omissions caused damages to Plaintiff and members of  
6 the Class by causing them to pay more for online items than they otherwise would have had they  
7 purchased the exact same items in-store.

8 54. As a direct and proximate result of Costco’s foregoing acts and omissions,  
9 Plaintiff and the Class were damaged in an amount to be determined at trial, which Plaintiff and  
10 the Class are entitled to recover, together with appropriate punitive damages, injunctive relief,  
11 attorneys’ fees and costs of suit.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff on behalf of herself and the Class seeks judgment in an amount  
14 to be determined at trial as follows:

15 A. Certifying this action for class treatment pursuant to Rule 23 of the Federal Rules  
16 of Civil Procedure;

17 B. Awarding Plaintiff and the Class actual and/or compensatory damages, treble  
18 damages, and punitive damages in an amount to be proven at trial;

19 C. Awarding Plaintiff and the Class pre-judgment and post-judgment interest, as well  
20 as attorneys’ fees and costs, at the maximum rate allowed by law;

21 D. For injunctive and declaratory relief as set forth above;

22 E. For an order requiring Defendant to disgorge and make restitution of all monies  
23 acquired by means of the unlawful practices set forth above; and

24 F. Awarding such other and further relief as this Court deems just, proper, and  
25 equitable.

**JURY DEMAND**

Plaintiff hereby demands a jury trial on all claims so triable.

Dated: June 12, 2024

By: s/ Kim D. Stephens, P.S.

Kim D. Stephens, P.S., WSBA #11984

By: s/ Cecily C. Jordan.

Cecily C. Jordan, WSBA #50061

**TOUSLEY BRAIN STEPHENS PLLC**

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**KALIELGOLD PLLC**

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Washington, D.C. 20005

Tel: (202) 350-4783

*\*pro hac vice application to be filed*

*Attorneys for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ANNIE SONG, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Fairfield (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Kim D. Stephens and Cecily C. Jordan 1200 5th Ave, Suite 1700 Seattle, WA 98101 206-682.5600

DEFENDANTS

COSTCO WHOLESALE CORPORATION

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)

Brief description of cause: Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 6/12/2024 SIGNATURE OF ATTORNEY OF RECORD s/Kim D. Stephens, P.S.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

ANNIE SONG, on behalf of herself and all others
similarly situated

Plaintiff(s)

v.

COSTCO WHOLESALE CORPORATION

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) COSTCO WHOLESALE CORPORATION

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Kim D. Stephens and Cecily C. Jordan, Tousley Brain Stephens PLLC, 1200 Fifth Ave, Suite 1700 Seattle, WA 98101, kstephens@tousley.com, cjordan@tousley.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: