

FILED

JUN 30 2026

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

AMBER GEORGE, a married woman,)
)
 Plaintiff,)
)
 v.)
)
 FRED'S APPLIANCE,)
 INCORPORATED, a Washington)
 Corporation; VICTORY MEDIA, LLC, a)
 Washington Limited Liability Corporation;)
 DAYNE KUHLMANN, LLC, a)
 Washington Limited Liability Corporation;)
 and DAYNE KUHLMANN, an individual)
 and married man,)
)
 Defendants.)

NO. **26203262-32**
COMPLAINT FOR DAMAGES

The above-named Plaintiff Amber George alleges as follows:

I. PARTIES

1. Amber George is a Washington resident, and at all times material hereto was engaged in business in Washington.
2. Defendant Fred's Appliance, Incorporated ("Fred's Appliance"), is a Washington corporation and at all times material hereto doing business in Spokane County.
3. Defendant Victory Media, LLC ("Victory Media") is a Washington Limited Liability Corporation, with Washington as its principal place of business.

1 quantifiable goods or services provided upon a Project's completion that make a campaign's strategy
2 visible, measurable, and actionable.

3 12. Ms. George has substantial experience appearing on camera, recording voiceover, and
4 creating marketing content intended to promote products and businesses in a professional advertising
5 context.

6 13. Ms. George began working with Fred's Appliance as its spokesperson approximately
7 14 years ago. Over that time, Ms. George appeared in numerous television commercials, radio spots,
8 and other marketing materials representing the Fred's Appliance brand.

9 14. Plaintiff George originally worked with 7Storms Advertising, Inc., a Washington
10 Corporation (now dissolved), the prior agency that handled Fred's Appliance advertising.

11 15. Plaintiff's role was consistently understood to be that of a spokesperson for Fred's
12 Appliance. She participated in specific Fred's Appliance projects that were agreed upon in advance,
13 including individual commercial shoots, radio recordings, events, and other marketing-related
14 projects.
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16 16. Ms. George's compensation structure with Fred's Appliance was based on specific
17 deliverables and tied to specific agreed-upon projects. She was paid per television spot; separately
18 for radio voiceover work; and separately for events or photoshoots. She became readily visible and
19 publicly known and recognized as the primary advertising spokesperson for Fred's Appliance.

20 17. Ms. George's understanding throughout the 7Storms relationship was that each of
21 Fred's Appliance's projects would be defined, agreed upon, and compensated based on the nature of
22 the specific project.

23 18. Under 7Storms, Ms. George's work primarily consisted as a spokesperson for Fred's
24 Appliance projects for agreed television and radio spots.
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1 19. To Plaintiff's knowledge neither 7Storms nor Fred's Appliance used her voice, image,
2 or likeness for agency promotion, behind-the-scenes marketing, in-store signage, billboard stills, or
3 other expanded uses outside the understood scope of the specific Project where such use was
4 approved. Ms. George's work with 7Storms typically involved direct speaking lines when on camera.

5 20. Defendants Victory Media and Kuhlmann eventually replaced 7Storms to represent
6 Fred's Appliance and its advertising needs. As a result, the scope of Plaintiff's role and spokesperson
7 use for Fred's Appliance's advertising expanded significantly.

8 21. On the very first Fred's Appliance shoot conducted by Defendants Victory Media and
9 Kuhlmann, Ms. George was handed a written document titled "*Spokesperson Agreement*" with an
10 "*Effective Date*" listed as June 1, 2024.

11 22. Ms. George was to review the Spokesperson Agreement at the shoot itself, as opposed
12 to having the Agreement fully negotiated and agreed to before the shoot. That Agreement provided
13 that "*Fred's Appliance (Company) hereby engages with Amber George (spokesperson) to represent*
14 *the company in various advertising and promotional activities, including but not limited to television*
15 *spots, radio voiceover spots, events, and photo shoots (hereinafter referred to as "Projects")*".

16 23. The Spokesperson Agreement provided that the Spokesperson's (Ms. George's)
17 "*creative assets produced as a result of the Projects ...will be the sole and exclusive property of the*
18 *Company and Victory Media Promotional content. The Company and Victory Media have the right*
19 *to use, reproduce, distribute, and display these creative assets without additional compensation for*
20 *advertising and promotional purposes.*"

21 24. The Spokesperson Agreement was signed by Defendant Dayne Kuhlmann
22 individually on June 10, 2024, and eventually signed by Ms. George on July 8, 2024.
23

24 25. Another provision within the Spokesperson Agreement was that "*All Projects must*
25

1 *be agreed upon in advance and scheduled for agreed-upon dates.”*

2 26. From the beginning of involvement by Defendants Fred’s Appliance, Victory Media,
3 and Kuhlmann, they began taking Project photographs of both Ms. George as a Fred’s Appliance
4 spokesperson, and of Ms. George with Fred’s staff during shoots, including recording behind-the-
5 scenes footage and creating social media content connected to the shoots. Some of this content
6 appeared to be used not only for Fred’s Appliance advertising, but later to also promote Defendants
7 Victory Media and Kuhlmann and their own agency work.

8 27. Over time, Ms. George observed uses of her personality rights - voice and likeness
9 that appeared to go beyond the specific Project for which she understood she was being compensated.
10 This included screenshots or still images taken from video footage and used as separate in-store
11 promotional materials and later billboard placements.

12 28. Plaintiff George also learned of specific Project content being repurposed across
13 different formats and campaigns in ways for Projects that were not clearly discussed with her, much
14 less agreed to or approved in advance, and for which she was not compensated.

15 29. Initially, Ms. George did not immediately object to every unauthorized and expanded
16 use she observed, including screenshots used for in-store signage, social media content, and later
17 billboard placements. Ms. George did not raise objections only because of the long-standing
18 spokesperson relationship with Fred’s Appliance.

19 30. Ms. George also agreed to Project shoots upon request that included involving her
20 children and husband for certain Projects and did so without charging additional compensation.

21 31. On at least one occasion, Defendants Victory Media and Kuhlmann asked her and her
22 husband to come into the store to shoot an additional scene for a previously recorded Project spot.
23 She did so without receiving additional compensation for that added shot request.
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1 32. As Fred's Appliance's spokesperson, Ms. George readily made herself available for
2 Project assignments pursuant to a flexible schedule and does not recall ever turning down a proposed
3 booking date.

4 33. In doing so, however, she did not understand or agree that her cooperation meant that
5 Defendants Victory Media/Kuhlmann had unlimited rights to expand, modify, or repurpose her own
6 likeness, voice, image, or project performances beyond contractually agreed-upon Projects, without
7 compensation being paid for such.

8 34. At some point, Plaintiff George became aware that Defendants Victory
9 Media/Kuhlmann began using AI to replicate or modify Ms. George's voice. This replication
10 appeared to use AI technology to avoid compensating her for new Project work.

11 35. The unlawful conduct in violation of her personality rights was clearly underscored
12 by Defendants' 2026 President's Day campaign, when Plaintiff George observed a Fred's Appliance
13 advertising Project being aired, knowing that she had never previously recorded a Fred's Appliance
14 President's Day campaign for Defendants.
15

16 36. Defendants created new commercial speech and advertising messages that Plaintiff
17 did not record or perform, and that were attributed to Plaintiff without her participation, approval, or
18 compensation. Defendants used artificial intelligence and other post-production techniques to
19 generate, modify, and create commercial audio content attributed to Plaintiff using her previously
20 recorded voice.

21 37. At that point, Ms. George's concerns were no longer limited to expanded media usage
22 or repurposing; she believed her voice, likeness, and performance were being used in a way that
23 replaced her participation and deprived her of compensation for work she otherwise would have been
24 asked to perform.
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1 38. There were also ongoing Defendant breach of contract issues involving the
2 requirement that all Projects “*must be agreed upon in advance.*” Examples included Project scripts
3 not always provided in advance and sometimes introduced or changed on set.

4 39. Further, the number of Project spots being filmed, the final scope of deliverables, and
5 how the content would ultimately be used were not clearly defined before production. In several
6 instances, the deliverables appeared to be determined after the fact, and Ms. George had to rely on
7 Defendants’ undocumented representations regarding what had been created and thus what
8 compensation was owed.

9 40. On at least one occasion there was disagreement after the fact about the number of
10 wardrobe changes or versions that had been completed, which related directly to compensation owed
11 to Plaintiff. Defendant Kuhlmann claimed that there had been only three such changes while Ms.
12 George recalled four. Photo proof, including those Defendant Kuhlmann had posted on Facebook,
13 confirmed Plaintiff had worn four different outfits on the shoot. This is one example of why clear
14 documentation of specific Project deliverables, versions, and final usage was contractually required
15 to “*be agreed upon in advance*” to ensure that her accurate spokesperson compensation occurred.
16

17 41. Ms. George was most recently requested to book a Project for the 2026 Memorial
18 Day ads. In an unprecedented request, Defendants insisted that she wear the same shirt from the
19 prior year’s shoot.

20 42. That condition caused Ms. George to question whether new footage for the 2026
21 Memorial Day Project was intended to match, blend with, or be added into previously recorded
22 footage, rather than being treated as a clearly defined new Project campaign, with separate
23 deliverables and usage, and compensation being owed.

24 43. Unlike Ms. George’s experience with 7Storms, where she was generally sent the final
25

1 television and radio spots after shoots, Defendants rarely provided final versions unless Ms. George
2 requested them, and even then, she did not always receive a complete set of what had been created
3 or used.

4 44. More recently, Ms. George became aware of instances where previously recorded
5 audio was apparently modified or reused in a way that did not involve her participation in a new
6 recording session or Project.

7 45. Based on what Ms. George observed and later learned, this included changes to
8 language, pricing, delivery, and performance that she did not personally record. Defendants later
9 acknowledged multiple instances of AI use connected to Ms. George's voice, which confirmed her
10 concern that her prior recordings had been used to create or modify content without her knowledge,
11 agreement or consent, all without compensation being paid to her.

12 46. At no point before these AI-related uses did Ms. George knowingly authorize any or
13 all of the Defendants to use AI or any other post-production technique to generate, modify, recreate,
14 or simulate her voice, likeness, image, or performance.

15 47. Around October 2025, during a Project shoot, Defendant Kuhlmann showed Ms.
16 George an AI-generated video he had created using Sora, an AI video generation tool, and joked that
17 she would soon be replaced by AI. At the time, Ms. George understood the comment as a joke.

18 48. In hindsight, however, Defendant Kuhlmann's comment appears to have portended
19 Defendants' conduct with respect to using AI in connection with Plaintiff's personality rights, and
20 especially her voice, doing so upon information and belief since approximately early 2025, all
21 without permission by or compensation being paid to Plaintiff George.
22

23 49. Ms. George has also observed marketing materials where footage from her different
24 Project shoots appear to be combined or repurposed into new advertisements. In some instances,
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1 wardrobe, setting, product focus, or context are different from the original production confirming
2 that footage has been recombined to create new or materially altered advertisements.

3 50. In addition, Ms. George upon information and belief alleges that digital tools have
4 been used not only to misappropriate her voice without permission, but also her visual likeness and
5 performance from her Projects by creating or altering aspects of her performance without her
6 participation or approval.

7 51. One specific example involves Ms. George's Project, referred to as the **Black Friday**
8 **Laundry Spot**. In that TV spot, a hand and arm movement is presented in the first scene, purportedly
9 as her own hand and arm. However, it is not the Plaintiff's actual hand, as it is missing her
10 anniversary ring which she wears during every shoot. Immediately after that, in the second scene,
11 her actual hand appears wearing her anniversary ring which is repeatedly highlighted throughout the
12 rest of the spot. Based on this objective inconsistency, Ms. George alleges that the shot was
13 substituted, altered, or otherwise created to give the false impression that Plaintiff performed an
14 action she did not perform. Defendants have repeatedly denied any digital alteration or generation
15 of visual elements, movements, or actions of Ms. George.
16

17 52. Based on the foregoing, it appears that Defendants have impermissibly been building
18 a broader content system around Plaintiff's prior recordings, footage, likeness, and performance for
19 use in Projects in breach of contract and personality rights.

20 53. Through this practice, Defendants' conduct, as alleged, allows them to make
21 unilateral quick changes, create new or modified ads, change promotional messaging, expand
22 distribution across media formats without her participation, expand the use of her image, voice, and
23 likeness across additional media, and reduce costs by avoiding additional compensation and
24 production costs for new spots, new formats, or new uses that would otherwise have required
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1 Plaintiff's involvement and approval while continuing to exploit her identity.

2 54. Defendants created new advertisements and commercial messages using Plaintiff's
3 identity, including campaigns that did not previously exist, and that Plaintiff never performed. These
4 acts constitute new commercial uses of Plaintiff's identity. Defendants also used Plaintiff's likeness,
5 image, and performance in materials promoting their own agency services, including social media
6 content, reels, and other marketing materials, thereby using Plaintiff's identity not only to promote
7 Fred's Appliance, but also to promote Defendants' own business without her authorization.

8 55. Defendants' acts and conduct have tortiously interfered with Plaintiff's contractual
9 spokesperson relationship, by wrongfully eliminating her participation and involvement in specific,
10 agreed-upon Projects and engaging in a broader system of unlawful ongoing reuse, modification, and
11 repurposing of her voice, likeness, image, and performance without clear authorization or
12 compensation.

13 56. When Ms. George raised her concerns about the unlawful use of AI directly with
14 Defendants, they proposed an unacceptable AI Addendum to Ms. George's Spokesperson Agreement
15 which sought to broaden her permission for Defendants' continued future AI use of her voice,
16 likeness, image, and performance without clear limitations, meaningful approval rights, or
17 appropriate compensation.

18 57. The timing and content of the proposed AI Addendum further indicated that
19 Defendants understood AI-related use of Ms. George's voice, likeness, image, and performance
20 required specific authorization beyond the existing agreement. Defendants' conduct was willful,
21 knowing, and intentional. Defendants knew or should have known that Plaintiff had not recorded,
22 performed, or approved the advertisements and content at issue, yet continued to publish, distribute,
23 maintain, or otherwise commercially use advertisements and promotional materials utilizing
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1 Plaintiff's voice, likeness, image, and performance without authorization.

2 58. Because of Defendants' proposed overreaching Contract Addendum, Ms. George
3 requested records reflecting a full accounting from Defendants of all instances and Projects
4 identifying the entirety and full scope of their use of her voice, likeness, image, and performance
5 whether modified, repurposed, distributed, or altered, including any AI-assisted modifications or
6 derivative uses.

7 59. To date, Defendants have refused to provide the entirety of the requested information
8 relating to her work, including their internal records, Project invoices, campaign history, ad
9 schedules, media buys and placement history, and files showing how many versions of her work
10 have been created or edited and the media where they were used.

11 60. Defendants have engaged in unlawful commercial exploitation of Ms. George's
12 exclusive property rights involving her past work by: including it in new or materially altered
13 advertisements, using it across different media, using still images from video footage, using behind-
14 the-scenes content to promote the business of Defendants Victory Media and Kuhlmann, visually
15 altering Plaintiff's work, and creating or repurposing content beyond the Projects Plaintiff
16 contractually agreed to, all without her authorization or compensation to her.

17 61. Defendants have misappropriated, used, and infringed Ms. George's property rights
18 for purposes of advertising products, merchandise, goods, and services disseminated and published
19 in Washington, without the written or oral, express or implied consent of Plaintiff. Defendants
20 distributed such materials through multiple commercial channels, including television broadcasts,
21 digital advertising, social media platforms, websites, and in-store displays, thereby increasing
22 commercial exposure and benefit derived from Plaintiff's identity.
23

24 62. Defendants' unlawful misconduct and actions have caused damage to Ms. George
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1 professionally because her commercial value as a spokesperson and personality is tied to her
2 controlled ownership rights to the use of her voice, likeness, image, and performance. Defendants'
3 unauthorized AI reuse, modification, or repurposing of Plaintiff's property rights, through namely
4 prior recordings and footage without her participation or permission infringes upon and limits her
5 right to control how she is represented publicly.

6 63. Defendants' AI infringement and unauthorized use of Plaintiff's property rights has
7 deprived her of compensation she would have otherwise earned and received for work in future and
8 continuing Projects she would have been hired to perform. Without an injunction to prevent or
9 restrain Defendants' unauthorized and unlawful future AI infringement and use of Plaintiff's
10 property rights, she is at considerable future risk and vulnerability that Defendants will continue to
11 improperly alter and commercially use her voice, likeness, image, performance, and identity without
12 her approval or compensation.

13
14 64. Defendants' unauthorized use of Plaintiff's identity has caused and will continue to
15 cause irreparable harm, including loss of control over her professional image, loss of control over
16 the commercial use of her voice and likeness, and diminished market value of her services, for which
17 monetary damages alone may be inadequate.

18 65. At all times relevant, Defendants Victory Media and Kuhlmann acted as agents of
19 Fred's Appliance in creating, modifying, approving, publishing, and distributing the advertisements
20 and promotional materials at issue. Fred's Appliance authorized, approved, ratified, funded,
21 published, and/or benefited from the advertisements and materials using Plaintiff's voice, likeness,
22 image, and performance.

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IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of RCW 63.60 et seq. - Personality/Property Rights)

66. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth herein.

67. Plaintiff is an individual whose name, voice, likeness, image, and performance have commercial value and are protected under RCW 63.60 et seq.

68. Defendants knowingly at times used Plaintiff's voice, likeness, image, and performance for unauthorized purposes of advertising, promotion, and sale of goods and services without her consent.

69. Such uses included, but were not limited to, the creation and dissemination of new commercial advertisements and promotional content attributed to Plaintiff that she did not record or perform, including through the use of artificial intelligence and repurposed materials.

70. Defendants' unauthorized use of Plaintiff's identity at times was made in connection with commercial activities, including television advertising, digital media, social media, in-store marketing, and other promotional channels.

71. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages, including loss of compensation, loss of control over her identity, and diminution of the commercial value of her likeness and voice.

72. Pursuant to RCW 63.60 et seq., Plaintiff is entitled to recover the greater of her actual damages or statutory damages, as well as Defendants' profits attributable to such use, attorney's fees, and injunctive relief.

SECOND CAUSE OF ACTION
(BREACH OF CONTRACT)

1
2 73. Plaintiff incorporates by reference the preceding paragraphs as though fully set forth
3 herein.

4 74. Plaintiff and Defendants entered into a valid Spokesperson Agreement governing the
5 use of Plaintiff's services and identity.

6 75. The Agreement required that all Projects be agreed upon in advance and that Plaintiff
7 be compensated for each such Project, including television and voiceover work.

8 76. Plaintiff fully performed under the terms of the Spokesperson Agreement.

9 77. Defendants breached the Agreement by, among other things:
10

11 (a) Creating and using new advertisements and commercial content without
12 obtaining Plaintiff's prior agreement;

13 (b) Modifying, repurposing, and expanding the use of Plaintiff's voice, likeness, and
14 performance beyond the scope of agreed Projects; and

15 (c) Failing to compensate Plaintiff for such additional uses and Projects.

16 78. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered
17 damages in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING)

18
19
20 79. Plaintiff incorporates by reference the preceding paragraphs as though fully set
21 forth herein.

22 80. Defendants owed Plaintiff a duty of good faith and fair dealing with respect to
23 performing the contractual period terms of the Spokesperson Agreement.

24 81. Defendants breached this duty of good faith and fair dealing and thereby harmed
25

1 plaintiff George to a degree and in an amount to be proven at trial, along with attorney's fees and
2 costs.

3 **FOURTH CAUSE OF ACTION**
4 **(UNJUST ENRICHMENT/ MISAPPROPRIATION)**

5 82. Plaintiff incorporates by reference the preceding paragraphs as though fully set
6 forth herein.

7 83. Plaintiff's name, voice, likeness, image, and performance constitute valuable
8 property rights.

9 84. Defendants used Plaintiff's identity for their own commercial advantage, including
10 in advertising and promotional materials, without Plaintiff's consent.

11 85. Defendants' unauthorized use of Plaintiff's personality rights for their own
12 commercial advantage without permission and/or compensation paid to Plaintiff, resulted in their
13 unjust enrichment through a scheme of self-dealing and misappropriation to the detriment of
14 plaintiff George.

15 86. Defendants' conduct included the creation and dissemination of advertisements and
16 content that falsely suggested Plaintiff's participation in and endorsement of such materials.

17 87. Defendants' unauthorized use of Plaintiff's identity resulted in injury to Plaintiff,
18 including economic loss and harm to her professional reputation and commercial value.

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20 **FIFTH CAUSE OF ACTION**
21 **(TORTIOUS INTERFERENCE OF BUSINESS CONTRACT)**

22 88. Plaintiff incorporates by reference the preceding paragraphs as though fully set
23 forth herein.

24 89. Plaintiff had a valid business expectancy in continuing to perform spokesperson
25 services for Defendants in connection with future Projects for which she would be compensated.

1 90. Defendants had knowledge of this expectancy.

2 91. Defendants intentionally interfered with Plaintiff's business expectancy by creating
3 and using new advertising content through artificial intelligence, repurposing, and modification of
4 prior recordings, thereby eliminating the need to engage Plaintiff for new Projects.

5 92. Defendants' interference was improper and for the purpose of reducing costs and
6 avoiding payment to Plaintiff.

7 93. As a result, Plaintiff suffered damages, including lost business opportunities and
8 compensation.

9 **SIXTH CAUSE OF ACTION**
10 **(ACCOUNTING)**

11 94. Plaintiff incorporates by reference the preceding paragraphs as though set forth
12 herein.

13 95. Plaintiff George has a statutory (RCW 63.60 et seq.) and/or equitable right to an
14 accounting of all operations and expenditures of the Defendants based on the facts and
15 circumstances enumerated above.

16 96. Defendants are required to maintain all records relating to their corporate operations
17 and expenditures relating to the Spokesperson Agreement and compensation owed to Plaintiff
18 George.

19 97. Plaintiff requests that a full and audited accounting regarding any and all instances
20 of Defendants' use involving Plaintiff's personality or property rights be instituted immediately.
21

22 **V. PRAYER FOR RELIEF**

23 Wherefore, Plaintiff requests the Court to grant the following relief against the Defendants,
24 jointly and severally:

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1 1. For money judgment against Defendants, and each of them, for such amount to be
2 proved at trial, to include both economic and non-economic damages;

3 2. For an award of the greater of actual sustained damages or \$1,500 against
4 Defendants, jointly and severally in favor of Plaintiff in an amount to be proved at trial;

5 3. For an injunction on reasonable terms to prevent or restrain the Defendants from
6 the unauthorized use of Plaintiff's rights to voice, photographs, video performances or likeness;

7 4. For an award or disgorgement of any of Defendants' profits attributable to
8 Defendants' infringement and unlawful conduct;

9 5. For a Court Order impounding all materials or any part thereof made or used in
10 violation of Plaintiff's property rights and to enjoin the use of all plates, molds, matrices, masters,
11 tapes, film negatives, or other articles by means of which such materials may be reproduced;

12 6. For a final judgment or decree ordering the destruction or other reasonable
13 disposition of all materials found to have been made or used in violation of Plaintiff's property
14 rights, and of all plates, molds, matrices, masters, tapes, film negatives, or other articles by means
15 of which such material may be reproduced;

16 7. For an award of Plaintiff's reasonable attorney fees, expenses, and court costs and
17 disbursements incurred herein against Defendants, and each of them;

18 8. For an award for pre-judgment and post-judgment interest on all liquidated sums in
19 the maximum allowed by law; and
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FILED

JUN 30 2026

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

(Copy Receipt)

Clerk's Date Stamp

 <p style="text-align: center;">SUPERIOR COURT OF WASHINGTON COUNTY OF SPOKANE</p>	<p>JUDGE BREEAN L. BEGGS 94</p>
<p>GEORGE, AMBER</p> <p>Plaintiff(s)/Petitioner(s),</p> <p>vs.</p> <p>FREDS APPLIANCE INCORPORATED, ET AL</p> <p>Defendant(s)/Respondent(s).</p>	<p>CASE NO. 26-2-03262-32</p> <p>CASE ASSIGNMENT NOTICE AND ORDER (NTAS)</p> <p>CASE STATUS CONFERENCE DATE: OCTOBER 2, 2026 AT 8:30 AM</p>

ORDER

YOU ARE HEREBY NOTIFIED that this case is preassigned for all further proceedings to **JUDGE Breean L. Beggs.**

You are required to attend a Case Status Conference before your assigned judge on the date also noted above. The Joint Case Status Report must be completed and brought to the Status Conference. A Case Schedule Order, with the trial date, will be issued at the Status Conference.

Under the individual calendar system, the court will operate on a four-day trial week. Trials will commence on Monday, Tuesday, Wednesday or Thursday. Motion Calendars are held on Friday. All motions, other than ex parte motions, must be scheduled with the assigned judge. Counsel must contact the assigned court to schedule motions and working copies of all motion pleadings must be provided to the assigned court at the time of filing with the Clerk of Court. Pursuant to LCR 40 (b) (9), motions must be confirmed no later than 12:00 noon three days before the hearing by notifying the judicial assistant for the assigned judge.

Please contact the assigned court to schedule matters regarding this case. You may contact the assigned court by phone, court department e-mail or through the Spokane County Superior Court web page at <https://www.spokanecounty.org/4625/Superior-Court>

DATED: 06/30/2026



**TONY HAZEL
PRESIDING JUDGE**

NOTICE: The plaintiff shall serve a copy of the Case Assignment Notice on the defendant(s).

SPOKANE COUNTY CLERK INDEXING SHEET

that best describes this case. This classification in no way affects the legal action of the case.

FILED

CASE NO 26203262-32

JUN 30 2026

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Tort

- * Medical Malpractice (MED)
- * Personal Injury (PIN)
- * Property Damage (PRP)
- * Wrongful Death (WDE)
- * Other Malpractice (MAL)
- * Tort Motor Vehicle (TMV)
- * Tort - Other (TTO)
- Victim of Motor Vehicle Theft (VVT)

Contract/Commercial

- Collection (COL)
- Commercial Non-Contract (COL)
- * Commercial/Contract (COM) Not Collections

Property Rights

- * Condemnation (CON)
- * Foreclosure (FOR)
- * Quiet Title (QTI)
- * Land Use Petition (LUP)
- Unlawful Detainer (UND)
- Property Fairness Act (PFA)

Protection Order

- Canadian DV Protection Order (CNV)
- Civil Harassment (CPO)
- Domestic Violence Protection (CPO)
- Extreme Risk Protection Order (XRP)
- Extreme Risk Protection Order Under 18 (XRU)
- Foreign Protection Order (FPO)
- Sexual Assault Protection (CPO)
- Stalking Protection (CPO)
- Vulnerable Adult Protection (CPO)

Other Complaint/ Petition

- Abusive Litigation (ABL)
- Consumer Protection Act (CPA)
- Employment (EMP)
- * Injunction (INU)
- Malicious Harassment (MHA)
- Petition for Civil Comm (Sexual Predator) (PCC)
- Seizure of Prop from Commission of a Crime (SPC)
- Seizure of Prop from a Crime (SPR)
- Property Damage - Gangs (PRG)
- Public Records Act (PRA)
- School District - Required Action Plan (SDR)
- Miscellaneous (MSC)
- Emancipation of Minor (EOM)
- * Minor Settlement (MST)
- * Structured Settlement (MSC)
- Relief from Duty to Register (RDR)
- Restoration of Firearm Rights (RFR)

Writs

- Writ of Habeas Corpus (WHC)
- Miscellaneous Writs (WMV)

Appeal/Review

- * Administrative Law Review (ALR)
- * Lower Court Appeal - Civil (LCA)
- * Lower Court Appeal - Traffic (LCI)
- * Dept. of Licensing Revocation (DOL)

Judgment

- Tax Warrants (TAX)
- Abstract of Judgment (ABJ)
- Transcript of Judgment (TRJ)
- Foreign Judgment (FJU)

DOMESTIC

- ** Annulment - Invalidity (INP)
- ** Dissolution with Children (DIC)
- ** Dissolution - No Children (DIN)
- ** Dissolution Dom Partnership with Children (DPC)
- ** Dissolution Dom Partnership - No Children (DPN)
- ** Invalidity - Domestic Partnership (INP)
- ** Legal Separation (SEP)
- ** Legal Separation - Domestic Partnership (SPD)
- ** Parenting Plan/Child Support (PPS)
- * Committed Intimate Relationship w/Children (CIR)
- * Committed Intimate Relationship -No Children (CIR)
- * DeFacto Parentage (DFP)
- Modification (MOD)
- Modification: Support Only (MDS)
- Out of State Custody (OSC)
- Foreign Judgment (FJU)
- Mandatory Wage Assignment (MWA)
- Miscellaneous (MSC)
- *** Relative Visitation (RCV)
- Reciprocal, Respondent-In-County (RIC)
- Reciprocal, Respondent-Out-of-County (ROC)

PATERNITY/ADOPTION

Paternity

- Paternity (PAT)
- Paternity/URES/UISA (PUR)

Adoption

- Adoption (ADP)
- Confidential Intermediary (MSC)
- Relinquishment (REL)
- Initial Pre-Placement Report (PPR)

Name Change

- Confidential Name Change (CHN)

PROBATE/GUARDIANSHIP

- Absentee (ABS)
- Disclaimer (DSC)
- Estate (EST)
- Foreign Will (FNW)
- Will Only (WLL)
- Miscellaneous (MSC)
- Trust (TRS)
- Trust/Estate Dispute Resolution (TDR)
- Sealed Will Repository (SWR)
- Small Estate Affidavit (SEA)
- Guardianship (GDN)
- Guardianship of the Person (GDN)
- * Minor Guardianship Custody (MGC)
- Non-Probate Notice to Creditors (NNC)
- *Emergency Minor Guardianship (EMG)
- *EmergencyMinorGuardianship/Conservatorship(EGC)
- Minor Conservatorship (MCE)
- Standby Minor Guardianship (SMG)
- Limited Guardianship (LGD)
- Limited Guardianship of the Person (LGP)
- Limited Guardianship of the Estate (LGE)
- * Minor Settlement (MST)

ATTENTION:

- CASES MARKED WITH AN * RECEIVE A CASE ASSIGNMENT NOTICE
- CASES MARKED WITH ** RECEIVE A CASE ASSIGNMENT NOTICE AND A COURT'S AUTOMATIC TEMPORARY ORDER
- CASES MARKED WITH *** RECEIVE A CASE ASSIGNMENT NOTICE WITH A JUDGE ONLY