No. 20-1120

IN THE

Supreme Court of the United States

MELISSA BELGAU, ET AL.,

Petitioners,

v.

JAY INSLEE, IN HIS OFFICIAL CAPACITY AS GOVERNOR OF THE STATE OF WASHINGTON, ET AL.,

Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF OF *AMICI CURIAE* WASHINGTON STATE LEGISLATORS IN SUPPORT OF PETITIONERS

Harry J. F. Korrell
Counsel of Record
DAVIS WRIGHT TREMAINE LLP
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104
(206) 622-3150
harrykorrell@dwt.com

Andrew R. Stokesbary
CITIZEN ACTION DEFENSE FUND
1003 Main Street, Suite 5
Sumner, Washington 98390
(206) 486-0795
drew@citizenactiondefense.org

Counsel for Amici Curiae

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Constitutional Provisions

Statutes

Other Materials

INTEREST OF *AMICI CURIAE*

The *amici curiae* are elected members of the Washington State Legislature[1] who seek to protect the First Amendment rights of their constituents and maintain fair labor standards for public sector employees. These *amici* include two Washington State Senators and six Washington State Representatives who are currently serving in the Washington State Legislature and are identified on page A-1, *infra*.

Amici have a deep and abiding interest in this case for multiple reasons. As a matter of general concern, *amici* feel obligated by their oath of office to prevent the erosion of the First Amendment and the protections it affords Washington citizens. They wish to see courts properly apply *Janus v. AFSCME, Council 31* and protect citizens' right to choose *not* to "subsidize private speech on matters of substantial public concern." 585 U.S. ___, 138 S. Ct. 2448, 2460 (2018). *Amici* support public employees' constitutional "freedom not to associate," *Roberts v. United States Jaycees*, 468 U.S. 609, 623 (1984), and their Washington statutory "right to refrain from" joining a union, *e.g.*, WASH. REV. CODE § 41.80.050. *Amici* believe these rights can be best preserved if this Court grants the petition for certiorari.

Amici are also concerned by the potential for unions and the state to attempt to further curtail

---

[1] All parties received notice of these *amici curiae*'s intent to file this brief more than 10 days in advance and have consented to the filing of this brief. No counsel for any party authored this brief in whole or in part, and no counsel or party made a monetary contribution intended to fund the preparation or submission of this brief. No person other than *amici* or its counsel made a monetary contribution to its preparation or submission.

public employees' rights. These efforts will consume precious legislative time,[2] force the state to fund costly litigation,[3] increase the potential for labor discord, make it more difficult for the state to attract quality employees, and unfairly tip the scales in critical policy debates.

SUMMARY OF ARGUMENT

The Ninth Circuit ignored this Court's pronouncements that waivers of constitutional rights are only valid if they are voluntary, knowing, and intelligent and shown by clear and convincing evidence. Instead, that court applied a novel standard that was not even supported by the authorities it cited. If the decision below is left unreviewed, both public-sector unions and states will have wide latitude to make it increasingly difficult for public employees to resign their union membership and cease paying dues. This will allow such states and unions to evade the straightforward instruction of *Janus* that "neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages . . . unless the

---

[2] Washington has a part-time Legislature. "During each odd-numbered year, the regular session shall not be more than one hundred five consecutive days. During each even-numbered year, the regular session shall not be more than sixty consecutive days." WASH. CONST. art. II, § 12(1).

[3] Under Washington law, the state "attorney general shall [a]ppear for and represent the state before the supreme court or the court of appeals in all cases in which the state is interested [and d]efend all actions and proceedings against any state officer or employee acting in his or her official capacity, in any of the courts of this state or the United States." WASH. REV. CODE § 43.10.030(1), (3). "The attorney general shall also represent the state and all officials . . . and agencies of the state in the courts . . . ." *Id.* § 43.10.040; *see also Goldmark v. McKenna*, 259 P.3d 1095 (Wash. 2011).

employee affirmatively consents to pay" and will result in more "employees subsidiz[ing] speech with which they may not agree." 138 S. Ct. at 2486.

Thus, the Court should grant certiorari to correct the errors below and to avoid an erosion of *Janus*' practical import.

ARGUMENT

I. The Ninth Circuit's Decision Conflicts With This Court's Holdings In *Janus* And Other Constitutional Waiver Cases

"The question of a waiver of a federally guaranteed constitutional right is, of course, a federal question controlled by federal law." *Brookhart v. Janis*, 384 U.S. 1, 4 (1966). This Court has been clear that such waivers must be "voluntary," "knowing," and "intelligent." *See, e.g.*, *Edwards v. Arizona*, 451 U.S. 477, 482 (1981).[4] They must also be "shown by 'clear and compelling' evidence." *Janus*, 138 S. Ct. at 2486 (quoting *Curtis Publ'g Co. v. Butts*, 388 U.S. 130, 145 (1967) (plurality opinion)). "To preserve the protection of the Bill of Rights for hard-pressed defendants," this Court "indulges[s] every reasonable presumption against the waiver of fundamental rights." *Glasser v. United States*, 315 U.S. 60, 70 (1942) (citing *Aetna Ins. Co. v. Kennedy*, 301 U.S. 389, 393 (1937)); *see also Ohio Bell Tel. Co. v. Pub. Utils. Comm'n*, 301 U.S. 292, 307 (1937) ("We do not

[4] *See also Faretta v. California*, 422 U.S. 806, 835 (1975); *Fuentes v. Shevin*, 407 U.S. 67, 95 (1972); *D.H. Overmyer Co. v. Frick Co.*, 405 U.S. 174, 185 (1972); *Brady v. United States*, 397 U.S. 742, 748 (1970); *Miranda v. Arizona*, 384 U.S. 436, 444 (1966).

presume acquiescence in the loss of fundamental rights.").

The Ninth Circuit's decision below ignored this jurisprudence and dismissed the constitutional claims of public employees because, that court reasoned, "when legal obligations are self-imposed, state law, not the First Amendment, normally governs." *Belgau v. Inslee*, 975 F.3d 940, 950 (9th Cir. 2020) (internal quotation marks and citations omitted).

In support of this holding, the court cited only *Cohen v. Cowles Media Co.*, 501 U.S. 663 (1991), and *Erie Telecommunications, Inc. v. City of Erie*, 853 F.2d 1084 (3d Cir. 1988). But as the petitioners point out, *Cohen* did not hold that "any contract valid under state law is automatically constitutional," nor did it even address the issue of waiving constitutional rights. Pet. Br. at 12 n.8. In fact, the *Cohen* opinion even specified that the case was "controlled by [the] well-established line of decisions holding that generally applicable laws do not offend the First Amendment simply because their enforcement against the press has incidental effects on its ability to gather and report the news." 501 U.S. at 669. This is an important line of cases to be sure, but not readily applicable to instances of compelled, subsidized speech by individuals like in the present case.

In *Erie Telecommunications*, cable franchise agreements were challenged on the grounds they violated the plaintiff's First Amendment rights and that those rights had not been waived. 853 F.2d at 1085. While the Third Circuit ultimately rejected the claim, it only did so after applying this Court's oft-articulated requirement that a waiver of constitutional rights be given "knowingly, voluntarily,

and intelligently." *Id.* at 1101. In other words, the Ninth Circuit relied on a case that applied a bedrock principle of this Court to support its holding that such a principle was *not* applicable to the case before it.[5]

The Ninth Circuit's decision conflicts with *Janus* and the other cases cited *supra*, because there was never a showing by clear and compelling evidence, or even a conclusion by the court, that the state employees had voluntarily, knowingly, and intelligently waived their First Amendment rights. This flawed reasoning allowed the court to shrug aside petitioners' complaints about what it dismissed as "a limited payment commitment period," [6] *Belgau*, 975 F.3d at 952, the requirement set forth in the membership cards distributed by the Washington Federation of State Employees ("WFSE" or "Union"), mandating union dues deductions from employees' wages for a full year, regardless of whether the employee "remain[s] a member of the Union," and automatically renewing for each additional year

---

[5] What's more, if the Ninth Circuit *had* applied this Court's standards in the same way the Third Circuit applied them in *Erie Telecommunications*, the outcome would have been much different. A valid waiver was found in *Erie Telecommunications* because it "was made by equally competent parties to a commercial transaction, pursuant to the advice of counsel." 853 F.2d at 1101. In the present case, the agreement was not between "equally competent parties," but between individual employees and "a labor organization that serves as the exclusive collective bargaining representative for approximately 40,000 employees" and "has more than 35,000 dues paying members." Pet. App. at 86a paras 1-2. Nor did the employees "seek legal counsel before signing the[ir WFSE membership] cards." *Id.* at 87a para. 10.

[6] Petitioners describe this as an "escape period." *See, e.g.*, Pet. Br. at 3. This brief adopts the "payment commitment period" nomenclature of the Ninth Circuit. *See Belgau*, 975 F.3d at 952.

unless revoked during an annual 10-day window. *See* Pet. App. at 83a.

By glossing over this "payment commitment period," the court never addressed two critical questions: (a) whether imposing any payment commitment period at all "violates the free speech rights of [union] nonmembers by compelling them to subsidize private speech on matters of substantial public concern," *Janus*, 138 S. Ct. at 2460, and (b) whether a payment commitment period could be made *so* restrictive that it violates this Court's "cardinal constitutional command" against compelled speech, *id.* at 2463 (citing *West Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)). *Amici* urge the Court to accept review to address these questions of exceptional federal importance, which are explored in Parts II and III, *infra.*

II. Public Employees Are Being "Compell[ed] To Subsidize Private Speech On Matters Of Substantial Public Concern"

This Court has been clear that "freedom of speech 'includes both the right to speak freely and the right to refrain from speaking at all,'" *Janus*, 138 S. Ct. at 2463 (quoting *Wooley v. Maynard*, 430 U.S. 705, 714 (1977)), and that "[f]reedom of association . . . plainly presupposes a freedom not to associate," *Roberts*, 468 U.S. at 623. As the Court explained in *Janus*, "[w]hen speech is compelled, . . . individuals are coerced into betraying their convictions. Forcing free and independent individuals to endorse ideas they find objectionable is always demeaning . . . . Compelling a person to *subsidize* the speech of other private speakers raises similar First Amendment concerns."

138 S. Ct. at 2464 (citing *Knox v. SEIU, Local 1000*, 567 U.S. 298, 309 (2012)).

The *Janus* Court so prized the belief that "compelled subsidization of private speech seriously impinges on First Amendment rights," 138 S. Ct. at 2464, that its decision essentially began from the premise that compulsory union payments burdened nonmembers' constitutional rights and proceeded to analyze whether there were sufficient reasons to avoid declaring this practice unconstitutional. (There were not.) *See id. passim*.

While the public employees in this case started out in a slightly different position than the public employees in *Janus*—here they were union members at one point, *see, e.g.*, Pet. App. at 87a para. 11—they ended up similarly situated, as "nonmembers [of the union] compell[ed] to subsidize private speech on matters of substantial public concern," 138 S. Ct. at 2460. Despite this obvious similarity, the Ninth Circuit wrongly held that "requiring any waiver of the First Amendment right to be 'freely given and shown by clear and compelling evidence' . . . misconstrues *Janus*." *Belgau*, 975 F.3d at 952 (quoting *Janus*, 138 S. Ct. at 2486).

Rather than addressing whether the *payment commitment period* resulted in unconstitutional compulsory subsidization of speech, the court below only analyzed whether the petitioners' *original decision to join the union* was compelled. *See Belgau*, 975 F.3d at 950-51. Not only does this approach conflict with *Janus* for the reasons described *supra*, but by depriving union members of their constitutional right to not subsidize speech they disagree with until the passage of some

predetermined length of time,[7] the decision robs *Janus* of much of its practical import.

Amici do not believe that public employees should lose, even temporarily, their First Amendment rights as protected by the *Janus* decision. "[R]equiring public employees to affirm or support beliefs with which they disagree," 138 S. Ct. at 2471, should be barred even for public employees who previously joined a union (and thus arguably indicated they *did* agree with those same beliefs at some point in the past) and subsequently resigned their membership.

As was true in the State of Illinois while *Janus* was working its way through the judiciary, the Washington Legislature is dealing with matters of "substantial public concern," including how to reduce its own unfunded pension liabilities, whether to increase taxes, and topics like education, child welfare, healthcare, and minority rights.[8] WFSE and

---

[7] *See* discussion *infra* note 11, regarding the lack of equal bargaining power between unions and their prospective members.

[8] *See, e.g.*, Sarah Min, *Washington State Treasurer Says Keep Hands Off Windfall*, CHIEF INVESTMENT OFFICER, Mar. 3, 2020, https://www.ai-cio.com/news/washington-state-treasurer-says-keep-hands-off-windfall (reporting the Washington State Treasurer's suggestion that a portion of the state's increased tax revenues "go toward paying down the state's $11.2 billion unfunded liability to get its pensions to fully funded status"); Rachel La Corte, *After Fierce Debate, Washington State Senate Approves New Tax on Capital Gains by One Vote*, THE SEATTLE TIMES, Mar. 6, 2021, https://www.seattletimes.com/seattle-news/politics/after-fierce-debate-washington-senate-approves-new-tax-on-capital-gains-by-one-vote (reporting on the Washington State Senate's narrow passage of a capital gains tax that "has been introduced several times in previous years but has

other public-sector unions regularly participate in these policy discussions. *See, e.g.*, Washington Federation of State Employees (WFSE), *Budget Updates*, https://wfse.org/budget-updates (providing details about state budget items, encouraging WFSE "members to understand the budget [and] take an active role in how the state raises revenue," and providing links to sign petitions to state legislators); *see also Knox*, 567 at 310-11 ("[P]ublic-sector union[s] take[] many positions during collective bargaining that have powerful political and civic consequences."). And of course, *amici* welcome input and involvement from these unions on matters of state policy, even if they don't always share identical views.

But *amici* find it fundamentally unfair that, if the Ninth Circuit's holding is left to stand, public-sector unions will be able to enjoy funding for their political activities that is disproportionately high relative to their number of *consenting* members. And perhaps more importantly, *amici* wish to protect their public-employee constituents from being compelled to continue subsidizing this activity after revoking their union dues authorization. Therefore, the Court should grant *certiorari*, to free public employees in the Ninth Circuit from being "compell[ed] to subsidize private speech on matters of substantial public concern." *Janus*, 138 S. Ct. at 2460.

---

never gained traction in the Legislature"); *A Preview of the 2021 Washington State Legislative Session*, SOUTH SEATTLE EMERALD, Jan. 10, 2021, https://southseattleemerald.com/2021/01/10/a-preview-of-the-2021-washington-state-legislative-session.

III. Avoiding Constitutional Scrutiny of Payment Commitment Periods Will "Perpetuate Give-It-A-Try Litigation"

Amici agree with petitioners that a one-year payment commitment period is unconstitutional and that the Ninth Circuit erred by not so holding. More importantly, by failing to address the question at all, the Ninth Circuit's decision leaves payment commitment periods devoid of any constitutional standards at all. If, as the Ninth Circuit concluded, "[t]he First Amendment does not support Employees' right to renege on their promise to join and support the union" and the "remedy for Washington public employees who do not want to be part of the union [is] not to join the union in the first place," then the burdens and barriers imposed by a payment commitment period are irrelevant. *Belgau*, 975 F.3d at 950, 952 (internal quotation marks and citation omitted).

Of course, as discussed in Part II *supra*, the burdens and barriers imposed by a payment commitment period are *highly* relevant to an employee revoking his or her authorization to pay union dues, because the employee's union membership will terminate immediately, but the dues deductions will continue for the remainder of the payment commitment period. *See id.* at 946; Pet. App. at 89a paras. 20-23. And the payment commitment period is when the *Janus* protections apply most obviously. *See* 138 S. Ct. at 2486 ("Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.").

A. Under The Ninth Circuit's Decision, Public-Sector Unions Will Have A Free Hand To Curtail Dues Revocations By Imposing Onerous Opt-Out Restrictions

If one year of paying union dues as a nonconsenting nonmember does not trigger *Janus*' protections, what about two years? Or five? What if, rather than extending the length of the payment commitment period, a union imposed an early termination penalty fee?[9] Washington has already limited the revocation of an authorization to deduct union dues to those made "in writing."[10] What if a union included even more stringent or absurd procedural formalities in its membership cards, like requiring notarization of signatures, prescribing the color of ink that could be used in a revocation, requiring forms to be delivered by hand (or carrier pigeon), or specifying a particular time of day or geographic location when and where such revocation could be delivered?[11]

---

[9] Early termination fees "appear to be a common feature of service contracts," *Minnick v. Clearwire US LLC*, 636 F.3d 534, 537 (9th Cir. 2011), *certifying question to Supreme Court of Washington*, and are generally permitted under Washington law if they offer a "real option" and "there is a reasonable equivalence between" paying the early termination fee and performing on the contract, *Minnick v. Clearwire US LLC*, 275 P.3d 1127, 1131 (Wash. 2012).

[10] *E.g.*, WASH. REV. CODE § 41.80.100(2)(e). *See also* discussion *infra* p. 14.

[11] This possibility is especially threatening to individual public employees because union membership agreements are quintessential contracts of adhesion. By definition, most unions are the *exclusive* bargaining representative for employees and their colleagues. *See, e.g.*, WASH. REV. CODE § 41.80.080(2)(a) ("If

If the Court does not accept review and articulate some sensible standard, *amici* fear that public sector unions will continue to push constitutional bounds by incorporating increasingly restrictive payment commitment periods into their membership agreements. Not only will this increase barriers to effective revocation of union dues authorizations and increase the likelihood that public employees will end up subsidizing speech with which they disagree, it will force objecting public employees to lodge a stream of legal challenges until this Court does indicate a standard. Thus, if not corrected, the Ninth Circuit decision will "perpetuate give-it-a-try litigation." *Lehnert v. Ferris Faculty Ass'n*, 500 U.S. 507, 551 (1991) (Scalia, J., concurring in judgement in part and dissenting in part).

---

an employee organization has been certified as the exclusive bargaining representative of the employees of a bargaining unit, the employee organization may act for and negotiate master collective bargaining agreements that will include within the coverage of the agreement all employees in the bargaining unit."); Pet. App. at 86a para. 3 (Each petitioner "is exclusively represented by WFSE for purposes of collective bargaining with their employer pursuant to Washington law."). Thus, new employees cannot choose from one of several competing unions based on which offers the best membership terms; the choice is either one predetermined union or none at all. If a new employee does wish to join the union, he or she must reach agreement with the existing union on terms of membership. But the union will practically always have more power to dictate those terms. In this case, for example, WFSE represents 40,000 employees and claims 35,000 members. Pet. App. at 86a paras. 1-2. In short, prospective union members face a "take it or leave it" choice when considering whether to join the union that represents them and accept the union's terms of membership.

B. If A Contract Can Serve As The Basis To Extract Union Dues From Objecting Nonmembers, Then So Could A Statute

If public sector unions may insert restrictive payment commitment periods and other revocation requirements into their membership cards to preserve their dues revenue without offending the First Amendment (as the Ninth Circuit's decision permits), then state legislatures could achieve the same ends through statute.

Payment commitment periods in union membership agreements are already authorized by Washington law: "an employee's request to revoke authorization for payroll deductions" of union dues must be made "*in accordance with the terms and conditions of the authorization*." WASH. REV. CODE § 41.80.100(2)(e) (emphasis added).[12] Similar language appears in the state's collective bargaining agreements ("CBAs").[13] *See, e.g.*, Pet. App. at 73a ("An

---

[12] Chapter 41.80 of the Revised Code of Washington governs the bargaining rights of state employees. Similar provisions appear in Chapters 28B.52 (community colleges), 41.56 (cities, counties and other local governments), 41.59 (school districts), 41.76 (public four-year colleges and universities) and 47.64 (state ferries) of the Revised Code of Washington and govern bargaining with other public employers.

[13] While the question of whether WFSE is a "state actor" for the purposes of 42 U.S.C. § 1983 is generally beyond the scope of this brief, it does appear that the Ninth Circuit overlooked this factor. The court based its state action analysis on the fact that Washington "had no say in shaping the terms of [WFSE's membership] agreement." *Belgau*, 975 F.3d at 947. But this ignores the plain language of section 41.80.100(2)(e) of the Revised Code of Washington and Article 40 of the 2017-2019 CBA between Washington and WFSE, *see* Pet. App. at 73a, both of

employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card."). If state law can delegate the crafting and imposition these restrictive terms to a union, then a state legislature could just as easily write its own opt-out terms directly into law.

Indeed, this has already begun to occur in Washington. Following this Court's *Janus* decision, the Washington Legislature promptly enacted House Bill 1575 which, among other changes, amended section 41.80.100 of the Revised Code of Washington[14] to permit an "[a]n employee's *written, electronic, or recorded voice authorization* to have the employer deduct membership dues from the employee's salary" while simultaneously requiring that "[a]n employee's request to revoke authorization for payroll deductions must be *in writing*." 2019 Wash. Sess. Laws ch. 230, § 18 (emphasis added). That is, state law now renders the manner of providing opt-out notice much narrower

---

which explicitly subject state employees' revocation of their union dues authorization to "the terms and conditions" of their membership agreement with WFSE. If state law or the CBA provided for an annual payment commitment period, the "state action" question would be moot, as petitioners would only need to assert their claims against the State itself. The petitioners should not lose their ability to adjudicate their claims simply because the Washington Legislature cleverly delegated the negotiation of additional "terms and conditions" of membership revocation to the unions, rather than specifying those terms and conditions directly in statute or a CBA.

[14] The bill similarly amended sections in those other chapters of the Revised Code of Washington that address bargaining with public employers besides the state. *See* 2019 Wash. Sess. Laws ch. 230; *see generally supra* note 12.

than the manner of providing opt-in notice. *Amici*, all of whom are members of the Washington Legislature's minority caucuses, fear that without additional review by this Court, the state will continue to march down this path, making it more difficult for public employees to exercise their First Amendment rights of non-association. The Ninth Circuit reasoned that "[c]hoosing to pay union dues cannot be decoupled from the decision to join a union," *Belgau*, 975 F.3d at 950-51, but *amici* believe that *Janus* applies to all public employees, not just those who never joined a union in the first place, and respectfully request that the Court grant *certiorari* to affirm this.

C. Washington's All-Or-Nothing Collective Bargaining Ratification Procedures Underscore The Need For Review

Lastly, just as the Ninth Circuit's decision allows restrictive payment commitment periods or other burdensome revocation procedures to be incorporated into union membership agreements or enacted as state law, it also allows a state and union to include such onerous opt-out restrictions in a CBA.

This possibility is particularly concerning for *amici* because, under Washington law, the CBAs negotiated between the Governor and state employee unions are forwarded to the Legislature which must then either "approve or reject the submission of the request . . . as a whole." WASH. REV. CODE § 41.80.010. Even if the Washington Legislature supports all of a CBA except one clause, it cannot strike just the offending provision, but instead must choose between accepting the disagreeable portion or rejecting the agreeable portions.

As with votes that legislators take on any other matter, this requires the careful weighing of benefits and drawbacks of each agreement. But unlike other legislation, they cannot offer amendments to cure shortcomings or show the public they tried to. *Amici* are concerned about the ethical and constitutional conflict they will face if forced to choose between approving a CBA that contains an unduly restrictive (and potentially unconstitutional) dues-revocation process or rejecting a CBA that otherwise provides public policy benefits to the state and their constituents. This inevitable conflict underscores the importance of this Court's review of the Ninth Circuit's decision and the need for clear constitutional principles to protect the rights of public employees, in Washington and across the United States.

CONCLUSION

For the reasons above, *amici* request that the Court grant the petition for a writ of certiorari.

Respectfully submitted,

Harry J. F. Korrell
Counsel of Record
DAVIS WRIGHT TREMAINE LLP
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104
(206) 622-3150
harrykorrell@dwt.com

Andrew R. Stokesbary
CITIZEN ACTION DEFENSE FUND
1003 Main Street, Suite 5
Sumner, WA 98390
(206) 486-0795
drew@citizenactiondefense.org

Counsel for Amici Curiae

March 18, 2021

APPENDIX A — LIST OF *AMICI CURIAE*

Amicus State Senator John Braun represents the 20th Legislative District in the Washington State Senate and serves as the Senate Minority Leader.

Amicus State Senator Lynda Wilson represents the 17th Legislative District in the Washington State Senate and serves as the Ranking Member of the Senate Ways & Means Committee.

Amicus State Representative Matt Boehnke represents the 8th Legislative District in the Washington State House of Representatives and serves as the Ranking Member of the House Community & Economic Development Committee.

Amicus State Representative Kelly Chambers represents the 25th Legislative District in the Washington State House of Representatives and serves as the Ranking Member of the House College & Workforce Development Committee.

Amicus State Representative Jeremie Dufault represents the 15th Legislative District in the Washington State House of Representatives and serves as the Assistant Ranking Member of the House Consumer Protection & Business Committee and the House Finance Committee.

Amicus State Representative Greg Gilday represents the 10th Legislative District in the Washington State House of Representatives and serves as the Assistant Ranking Member of the House Civil Rights & Judiciary Committee and the House Housing, Humans Services & Veterans Committee.

Amicus State Representative Larry Hoff represents the 18th Legislative District in the

Washington State House of Representatives and serves as the Ranking Member of the House Labor & Workplace Standards Committee.

Amicus State Representative Cyndy Jacobsen represents the 25th Legislative District in the Washington State House of Representatives and serves as the Assistant Ranking Member of the House College & Workforce Development Committee.