

SUPERIOR COURT FOR THE STATE OF WASHINGTON

IN AND FOR SPOKANE COUNTY

CASE No. 17-2-03103-2

**If you were a person who paid a deposit at a Washington State residential rental property owned or managed by Rudeen Management Company, Inc., or where Rudeen Management Company, Inc. acted as a landlord for those properties, and you moved out from any of those rental properties at any time between August 10, 2014, through May 19, 2023, (the “Class Period”), and you did not receive a full and specific deposit statement and/or your entire deposit refund within the applicable statutory deadlines, please carefully read this notice. It may affect your rights.**

***This is a court-ordered notice. This is not a solicitation from a lawyer.***

- Thomas Silver (“Named Plaintiff”), a former tenant of a Washington State residential property owned and/or managed by the Defendant Rudeen Management Company, Inc. (the “Defendant”), sued the Defendant for violations of Washington’s Residential Landlord Tenant Act, RCW 59.18, *et seq.* (“RLTA”). He alleged that the Defendant failed to provide a full and specific deposit statement and/or deposit refund due within the legal timelines required by RCW 59.18.280 to him and thousands of other tenants.
- The Court has allowed, or “certified,” the lawsuit to proceed as a class action with respect to the claims asserted by the Named Plaintiff. In sum, the class consists of **all persons (“Class Members”) who paid a deposit at a Washington State residential rental property owned or managed by Rudeen Management Company, Inc., or where Rudeen Management Company, Inc. acted as a landlord for that property, who moved out from any of those rental properties at any time between August 10, 2014, through May 19, 2023, and did not receive a full and specific deposit statement and/or entire deposit refund within the applicable statutory deadlines.**
- The Court entered an Order finding the Defendant violated RCW 59.18.280 and is liable to the Class Members in the amount of two (2) times each Class Members’ respective security deposit, plus interest. However, there is no money available at this time and no guarantee that there will be in the future. Nevertheless, your legal rights are affected and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you will be a Class Member and will keep the possibility of getting money or benefits that may come from the Court’s determinations in this matter. But, you give up any rights to sue the Defendant separately about the same legal claims in this lawsuit.</p>

<b>ASK TO BE EXCLUDED FROM THE LAWSUIT BY FEBRUARY 20, 2026.</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Potentially keep rights.</b></p> <p>If you ask to be excluded from the lawsuit and money or benefits are later awarded, you won't share in those. But, you may potentially keep any rights to sue the Defendant separately about the same legal claims in this lawsuit.</p>
<b>OBJECT BY FEBRUARY 20, 2026.</b>	<p>Write to the Court about why you don't like the proposed attorneys' fees and/or service award. You can do this only if you don't exclude yourself.</p>
<b>GO TO THE HEARING ON APRIL 3, 2026 AT 9:00 A.M PST.</b>	<p>You may attend the hearing at Court for the Entry of Final Judgment of Class Damages and a determination on any attorneys' fees and service award, but you are not required to attend.</p>

- Your options are explained in this notice. To ask to be excluded, you must act by **February 20, 2026**.
- The Named Plaintiff, those who do not exclude themselves, and/or their lawyers must present the amount of damages that Class Members are entitled to at a Hearing on Entry of Final Judgment for Class Damages. (See paragraph number 18 below). If you do not exclude yourself, and money or benefits are obtained as a result of this lawsuit, you will be notified about how to participate.
- **Any questions? Read on and/or visit [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com).**

## BASIC INFORMATION

### 1. Why did I get this notice?

The Defendant's records show that **you were a person or former tenant of a tenancy where a deposit was paid at a Washington State residential rental property owned or managed by the Defendant, or where the Defendant acted as a landlord, and you moved out from any of those rental properties during the Class Period and did not receive a full and specific deposit statement and/or the entire amount of your deposit refund within the applicable statutory deadlines.** This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a final hearing on damages. The Hearing on Entry of Final Judgment for Class Damages is to decide the amount of damages the Court has already decided you are entitled to. A judge of the Spokane County Superior Court in Washington State is overseeing this class action. The lawsuit is known as ***Thomas Silver v. Rudeen Management Company, Inc., Spokane County Superior Court Case No. 17-2-03103-02.***

### 2. What is this lawsuit about?

The Named Plaintiff alleges that the Defendant failed to provide its former tenants with full and final deposit disposition statements and/or refunds due within legally required timelines under RCW 59.18.280 at Washington State residential rental properties owned or managed by the Defendant, or where the Defendant acted as a landlord for that property.

### **3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case, the Named Plaintiff, Thomas Silver) sue on behalf of other people who they assert have similar claims. The people together are called a “Class” or “Class Members.” The company that the Named Plaintiff sued, Rudeen Management, Inc., is called the Defendant. One court resolves the case for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### **4. Why is this lawsuit a class action?**

The Court decided that this lawsuit should proceed as a class action because it meets the requirements of Washington State Superior Court Civil Rule 23, which governs class actions in Washington State courts.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Order Granting Plaintiff’s Motion for Class Certification, and the Agreed Order of Default and Discovery Sanctions available at [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com).

## **THE CLAIMS IN THE LAWSUIT**

### **5. What does the lawsuit complain about?**

The Named Plaintiff alleges that the Defendant failed to provide its former tenants with full and final deposit disposition statements and/or refunds due within legally required timelines under RCW 59.18.280 at Washington State residential rental properties owned or managed by the Defendant, or where the Defendant acted as a landlord for those rental properties.

### **6. How does the Defendant respond?**

The Defendant denies that it did anything wrong. Defendant contends that it complied with all of RCW 59.18.280’s requirements. You can read Defendants’ Answer to the Complaint at [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com).

### **7. What has the Court decided?**

The Court has already determined that the Defendant violated RCW 59.18.280. Further, the Court determined that the Defendant is liable to the Class Members in the amount of two (2) times each Class Members’ respective security deposit, plus interest. The Named Plaintiff must present the amount of damages to be awarded to each Class Member at the Hearing on Entry of Final Judgment for Class Damages. (See paragraph number 18 below).

### **8. What is the Named Plaintiff asking for?**

On behalf of himself and the Class Members, the Named Plaintiff seeks monetary damages, attorneys’ fees, and legal costs.

## 9. Is there any money available now?

**No money or benefits are available now.** Although the Court has determined the Defendant is liable for damages, it has not yet determined the total amount of damages due. Further, the two sides have not negotiated a voluntary settlement that would guarantee payment to the Class Members. Despite the Court's rulings in this case, there is no guarantee that money or benefits will ever be obtained. For example, the Defendant may attempt to appeal the Court's rulings. If money or benefits are obtained, you will be notified about how to receive payment.

## WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

## 10. Am I part of this Class?

A Spokane County Superior Court judge decided that the following individuals are Class Members: all persons who paid a deposit at a Washington State residential rental property owned or managed by the Defendant, or where the Defendant acted as a landlord for those properties, and those persons moved out from any of those rental properties at any time between August 10, 2014, through May 19, 2023, and did not receive a full and specific deposit statement and/or entire deposit refund within the applicable statutory deadlines.

Excluded from the Class are:

- The Defendant, or any person or entity that has a controlling interest in the Defendant, the Defendant's current or former directors and officers, the parties' counsel and their immediate families, and the presiding judge.
- Any persons who exclude themselves by submitting a valid and timely request for exclusion in accordance with the requirements set forth in this Notice.

## YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Class, and you have to decide in the manner and time set forth in this notice.

## 11. What happens if I do nothing at all?

If you have received this Notice you are a Class Member. By doing nothing, you are choosing to stay in the Class. If the Named Plaintiff obtains money or benefits, either as a result of Entry of Final Judgment for Class Damages or a settlement, all Class members will be notified about how to apply for a share (or how to ask to be excluded from any settlement). **Keep in mind that if you do nothing now, regardless of whether the Named Plaintiff obtains money and benefits, you will not be able to sue, or continue to sue the Defendant, as part of any other lawsuit *about the same legal claims* that are the subject of this lawsuit. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this lawsuit.**

## 12. What happens if I ask to be excluded?

If you do not wish to be part of this lawsuit against the Defendant, you will need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting out” of the Class—you won’t get any money or benefits from this lawsuit even if the Named Plaintiff obtains them as a result of the Entry of Final Judgment for Class Damages or from any settlement (that may or may not be reached) between the Defendant and the Named Plaintiff. However, if you have any similar claims as alleged in this action against the Defendant, you may potentially then be able to sue or continue to sue the Defendant for these violations. If you exclude yourself, you will not be legally bound by any orders the Court issues or judgments the Court makes in this lawsuit.

If you start your own lawsuit against the Defendant after you exclude yourself, you may have to retain your own lawyer for that lawsuit and prove your claims. If you do exclude yourself, so that you can potentially start or continue your own lawsuit against the Defendant, you should talk to your own lawyer soon, as the statute of limitations may not be delayed.

## 13. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send a letter or e-mail to the Class Administrator using the contact information set forth below. The letter or e-mail must include your name, address, signature, and state that you want to exclude yourself from the Class. You may submit the letter by mailing it or by e-mailing it to:

Rudeen Class Administrator  
P.O. Box 3637  
Baton Rouge, Louisiana 70821  
or  
[info@RudeenDepositRefund.com](mailto:info@RudeenDepositRefund.com)

Any letter requesting exclusion sent by mail must be postmarked by **February 20, 2026**. Any e-mail requesting exclusion must be received by **February 20, 2026**.

## 14. How do I object to the attorneys’ fees or service award?

If you are a Class Member, you can object to the proposed attorneys’ fees and/or the proposed Service Award (See paragraph 17 below). You can give reasons why you think they should not be approved. The Court will consider your views. To object, you must file with the Court and deliver to Class Counsel a signed letter saying you object in the matter of ***Thomas Silver v. Rudeen Management Company, Inc., No. 17-2-03103-2*** (Spokane Cty. Sup. Ct.). The written objection, which you must personally sign, must state: (i) your full name, address, and current telephone number; (ii) all grounds for the objection, including any documents, evidence, and citations; (iii) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit or otherwise benefit from the pursuit of the objection; and (iv) whether you intend to appear at the Hearing on Entry of Final Judgment for Class Damages. Any documents that you want the Parties and the Court to consider must also be attached to the written objection. Any objection not timely made in this manner shall be waived and forever barred. Your objection and any supporting papers must be filed with the Court at the following address no later than **February 20, 2026**:

Spokane County Superior Court  
1116 W. Broadway Ave.  
Spokane, WA 99260

Your objection and any supporting papers must also be postmarked in the mail or delivered to the Parties' counsel at the following address no later than **February 20, 2026**:

Cameron Sutherland, PLLC  
827 W. 1st Ave., Ste. 301  
Spokane, WA 99201

AND TO

Hogue Law Firm  
827 W. 1st Ave, Ste. 301  
Spokane, WA 99201

AND TO

Piskel Yahne Kovarik, PLLC  
612 W. Main Ave., Ste. 207  
Spokane, WA 99201

#### **THE LAWYERS REPRESENTING YOU**

##### **15. Do I have a lawyer in this case?**

The Court has decided that the law firms of Cameron Sutherland, PLLC, and Hogue Law Firm are qualified to represent you and all of the Class Members. Together, the lawyers are called "Class Counsel." They are experienced in handling similar cases. More information about the firms, their practices, and their lawyers' experience is available at [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com).

##### **16. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to retain that lawyer at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

##### **17. How will the lawyers be paid?**

If Class Counsel obtain a judgment or money or benefits for the Class, they will ask the Court for an award of attorneys' fees and costs and a Service Award of up to \$20,000 for the Class Representative. You won't have to personally pay these attorneys' fees, costs, and Service Award out of your own pocket. If the Court grants Class Counsel's request, the attorneys' fees, costs, and Service Award will either be deducted from any money obtained for the Class or paid separately by the Defendant. Class Counsel will request that the Court award attorneys' fees of thirty-three percent (33%) of the total recovery obtained on behalf of the Class, sometimes referred to as the "common fund." A common fund is the total recovery or pool of money obtained from a judgment or a settlement. You have the right to object to the requested attorneys' fees and Service Award.

## **18. How and when will the Court decide what Class Members can get?**

As long as the case isn't resolved by a settlement or otherwise, the Named Plaintiff will present the amount of damages due to Class Members at a **Hearing on Entry of Final Judgment for Class Damages**. That proceeding is scheduled for **April 3, 2026 at 9:00 a.m. PST, before the Honorable Jacquelyn High-Edward**. The address of the hearing is **1116 W. Broadway Avenue, Courtroom 408, Spokane, WA 99260**. Although the Court has already determined the Defendant to be liable, and that the Class Members are entitled to the amount of two (2) times each Class Members' respective security deposit, plus interest, the Named Plaintiff must present the amount of damages to be awarded to each Class Member. There is no guarantee that the Named Plaintiff will get any money for the Class. The Defendant still has rights, including the right to appeal any rulings in this matter.

## **19. Do I have to come to the hearing?**

You do not need to attend the Hearing on Entry of Final Judgment for Class Damages unless you are subpoenaed. Class Counsel will present the case for the Named Plaintiff and the Class, and the Defendant will present its defenses they are allowed by the Court to present. You, or your own lawyer if you choose to seek independent representation, may come at your own expense. If you send a valid objection, you don't have to come to Court to talk about it. As long as your written objection is properly filed with the Court and provided to Class Counsel as set forth above, the Court will consider it.

## **20. Will I get money after the hearing?**

If the Named Plaintiff obtains money or benefits as a result of the Entry of Final Judgment for Class Damages or a settlement, you will be notified about how to participate. We do not know how long this will take.

### **GETTING MORE INFORMATION**

## **21. Are more details available?**

Visit [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com), where you will find the Court's Order Granting Plaintiff's Motion for Class Certification, Plaintiff's Class Action Complaint, and other pertinent pleadings and orders filed in the lawsuit. You may also get more information by calling 1-844-536-0555 or writing to:

Rudeen Class Administrator  
P.O. Box 3637  
Baton Rouge, Louisiana 70821

**Additional information is available at:**  
**[www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com)**

### **The lawyers representing the Class Members are:**

Cameron Sutherland, PLLC  
Shayne Sutherland and Brian Cameron  
827 W. 1st Ave., Ste. 301  
Spokane, WA 99201  
509-315-4507  
[ssutherland@cameronsutherland.com](mailto:ssutherland@cameronsutherland.com)  
[bcameron@cameronsutherland.com](mailto:bcameron@cameronsutherland.com)

Hogue Law Firm  
Christopher Hogue  
827 W. 1st Ave., Ste. 301  
Spokane, WA 99201  
509-934-1998  
[chris@spokaneadvocate.com](mailto:chris@spokaneadvocate.com)