

FILED

2025 OCT 24 P 4: 58

THOMAS W. FITZGERALD  
SPOKANE COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE

THOMAS SILVER, an individual, and all  
those similarly situated,

Plaintiff,

vs.

RUDEEN MANAGEMENT COMPANY,  
INC., a Washington corporation,

Defendant.

Case No.: 17-2-03103-2

~~[PROPOSED]~~ ORDER APPROVING  
CLASS NOTICE

Having reviewed the parties' respective Class Notices, the Court hereby ORDERS,  
ADJUDGES AND DECREES as follows:

**A. Appointment of Class Administrator:**

- 1) Pursuant to the Agreed Order of Default, SN 112, EAG Gulf Coast, LLC ("EAG")  
formerly known as Postlethwaite & Netterville ("P&N"), shall serve as the Class  
Administrator in this matter. Class Notice shall be provided to Class Members as  
follows:

**B. Form of Class Notice:**

- 1) Notice to Class Members shall appear in substantially the form of attached  
**Exhibit A**, which shall be distributed by the methods outlined below.

~~[PROPOSED]~~ ORDER APPROVING CLASS NOTICE

- Page 1 of 4

Cameron Sutherland, PLLC  
905 W. Riverside Ave., Ste. 404  
Spokane, WA 99201  
Tel: (509) 315-4507

JUDGE'S COPY

- 1           2) A more detailed Long Form Notice in substantially the form of attached **Exhibit**  
2           **B**, and shall appear on an information website regarding the class action.

3           **C. Dissemination of Class Notice:**

- 4           1) Defendant Rudeen shall provide all a Class List to EAG, which shall include, in  
5           relevant part, the class members' names, last known physical addresses, email  
6           addresses, telephone numbers, no later than November 21, 2025. EAG shall  
7           commence dissemination of Class Notice to Class Members by December 22,  
8           2025.
- 10          2) Pursuant to the Agreed Order of Default, SN 112, all expected costs of the class  
11          administration process shall be transmitted to EAG at its direction within 10 days  
12          of receiving an invoice or estimate of the class administration services.
- 13          3) EAG shall first provide Class Notice (Exhibit A) via email ("Email Notice") to  
14          known email addresses for Class Members.
- 15          4) EAG shall perform its normal administrative quality assurance processes,  
16          including but not limited to deduplication, syntax validation, and domain  
17          validation, to protect the integrity of the email campaign and maximize  
18          deliverability.
- 19          5) EAG shall provide Postcard Notice (Exhibit A) via First Class mail to all Class  
20          Members for which (a) an email address for the Class Members was not available  
21          or an Email Notice was not successfully delivered, and (b) a mailing address for  
22          the Class Member was located by EAG.
- 23          6) Prior to mailing Postcard Notice, all mailing addresses will be checked by EAG  
24          against the National Change of Address (NCOA) database, certified via the

Coding Accuracy Support System (CASS), and verified through Delivery Point Validation (DPV) to ensure the accuracy of the addresses.

- 7) EAG shall establish a post office box for Class Members' mailed communications, exclusions, and/or objections, and shall insert said address into the approved class notices.
- 8) EAG shall establish an informational website for this class action which shall be included in the approved Class Notices. At a minimum, the website will inform Class Members of relevant dates in this action and provide answers to frequently asked questions, instructions for Class Members on how to request exclusion from the Class and/or present objections, and contact information for EAG and Class Counsel. The website shall also contain, at a minimum, links to the Plaintiff's Complaint, Defendant's Answer, the Court's Orders on Certification, Agreed Default, Defendant's Modification and Decertification, Class Administration Scheduling Order, Class Plaintiffs' Motion for Attorney's Fees and Costs, and Class Representative Service Award, and the Defendant's Response and Class Plaintiffs' Reply to that Motion.
- 9) EAG will establish a toll-free telephone number to field Class Members' inquiries about this matter and the exclusion/objection process. The telephone number is to be available twenty-four hours per day and be included in the Class Notices.
- 10) Within fourteen (14) days of the Hearing on Entry of Final Judgment for Class Damages, Attorney's Fees and Costs, and Class Representative Service Award, EAG shall provide a Court with a report on the results of the Class Notice Campaign.

1 **D. Additional Findings:**

- 2 1) The Court finds the Class Notice and the manner of its dissemination described in this  
3 order constitutes the best practicable notice under the circumstances, including  
4 individual notice to all Class Members who can be identified through reasonable  
5 effort.
- 6 2) The Class Notice set forth is reasonably calculated, under all the circumstances, to  
7 apprise Class Members of the pendency of this action, their legal rights and options,  
8 the findings of the Court thus far, and their right to object to or exclude themselves  
9 from the Class. The Court finds that the Notice is reasonable, that it constitutes due,  
10 adequate and sufficient notice to all persons entitled to receive notice, and that it  
11 meets the requirements of due process, CR 23, and any other applicable laws.
- 12


13 **IT IS SO ORDERED.**

14 ENTERED: 10/24/25  
15 NDMC PRO TMC

16   
17 **HONORABLE JACQUELYN HIGH-EDWARD**

18 Presented by:

19 CAMERON SUTHERLAND, PLLC  
20 HOGUE LAW FIRM  
21 Attorneys for Plaintiff

22   
23 Shayne J. Sutherland, WSBA #44593  
24 Brian G. Cameron, WSBA #44905  
25 Christopher M. Hogue, WSBA #48041

# **EXHIBIT A**

FROM: THE SPOKANE COUNTY SUPERIOR COURT

REPLY TO: Notice Administrator at P.O. Box # Baton Rouge, Louisiana 70821

SUBJECT: LEGAL NOTICE: *Thomas Silver v. Rudeen Management Company, Inc., Spokane County Superior Court Cause No. 17-2-03103-2*

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SPOKANE

**You are a Class Member if you are 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 any time between August 10, 2014, through June 9, 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.**

**What is this case about?** The lawsuit is known as *Thomas Silver v. Rudeen Management Company, Inc., Spokane County Superior Court Cause No. 17-2-03103-2*, and is before a judge of the Spokane County Superior Court in Washington State. The lawsuit alleges that Defendant Rudeen Management Company, Inc. (the "Defendant"), failed to provide its tenants upon move out with a full and final deposit disposition statement and/or deposit refund due within legally required timelines under RCW 59.18.280. The Superior Court has determined that all tenants that moved out within the Class Period above, who did not receive a full and specific deposit statement and/or the entire amount of their deposit back within the applicable statutory deadlines, are the Class Members. The Court decided this lawsuit should be certified as a class action on behalf of a Class, or group of people, that could include you. The Court also entered an Order that 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. This Notice summarizes your rights and options before a final determination. You have to decide whether to stay in the Class and be bound by any result or ask to be excluded and potentially keep your right to sue the Defendant about the same legal claims. **No money has been provided by the Defendant to fund this determination and there is no guarantee the Defendant ever will.** More information is in a detailed notice is available at [website].

**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 Defendant acted as a landlord for those properties, and you moved out from any of those rental properties from August 10, 2014, through June 9, 2023, and you did not receive a full and specific deposit statement and/or your entire deposit back within the applicable statutory deadlines.

## **YOUR LEGAL RIGHTS AND OPTIONS**

### **Do Nothing. Stay in this lawsuit. Await the outcome. Give up certain rights.**

By doing nothing, you 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 potentially sue the Defendant separately about the same legal claims in this lawsuit. If you stay in the case, you will be bound by any Court decisions in the case. There is no money available at this time and no guarantee that there ever will be. Although the Court has determined the Defendant is liable and has provided for the future Entry of Final Judgment for Class Damages, the Defendant may still exercise rights that may excuse it from the Court's Order, including but not limited to appealing the Court's Orders.

The Court decided that the law firms of Cameron Sutherland, PLLC, and Hogue Law Firm are qualified to represent you and all Class Members. If you do nothing and stay in the case, those lawyers will represent the interests of you and the Class. If you have questions about whether you need your own lawyer, visit the case website at [website] or call 1-844-XXX-XXXX.

### **Opt Out. Get out of this lawsuit. Get no benefits from it. Potentially keep rights.**

If you ask to be excluded from the Class and money or benefits are obtained for the Class, you won't share in those, but you may potentially keep any rights to sue the Defendant separately about the same legal claims as the claims in this lawsuit. You may exclude yourself from the lawsuit and potentially keep your right to sue the Defendant on your own by sending a letter to the Notice Administrator at P.O. Box # Baton Rouge, Louisiana 70821 or by sending an e-mail to e-mail address stating that you wish to be excluded from the lawsuit. To exclude yourself from the lawsuit, you must act by **February 20, 2026**. Your exclusion request must include your name, address, and signature, and state that you want to exclude yourself from the Class.

### **Object. Object to the proposed attorneys' fees and/or service award.**

If you do not exclude yourself from the Class, you have a right to object to the proposed attorneys' fees to Class Counsel and/or to the proposed service award to the Class Representative. 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

**Go to the Hearing. Attend the Hearing on Entry of Final Judgment for Class Damages.**

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 am, before Honorable Jacquelyn High-Edward**. The address of the hearing is **1116 W. Broadway Avenue, Courtroom 408, Spokane, WA 99260**.

You may attend the Hearing on Entry of Final Judgment for Class Damages, but you do not have to attend. 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.



**How can you get more information.** If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit Website, or call toll-free 1-844-XXX-XXX.

Notice Administrator  
PO Box #, Baton Rouge, LA 70821  
Website

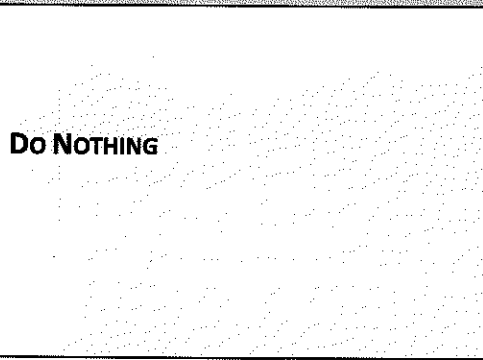

# **EXHIBIT B**

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 June 9, 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 June 9, 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:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b> 	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b>  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.
	

<b>ASK TO BE EXCLUDED FROM THE LAWSUIT BY [DATE]</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</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</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 **[Date]**.
- 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 [website].**

## 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 Cause 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 [\[Website\]](#).

## **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 [\[website\]](#).

### **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 June 9, 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 Notice 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 e-mail by e-mailing it to:

Letter: Class Administrator  
P.O. Box [#]  
Baton Rouge, Louisiana 70821  
or  
E-mail: E-mail Address

Any letter requesting exclusion sent by mail must be postmarked by [Date]. Any e-mail requesting exclusion must be received by [Date].

### **14. How do object to the class damages, 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 [\[website\]](#).

#### **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 am, before 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 [website], 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 [Phone Number] or writing to:

Class Administrator  
P.O. Box 3  
Baton Rouge, Louisiana 70821

**Additional information is available at:**

**[Website]**

**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  
bcameron@cameronsutherland.com

Hogue Law Firm  
Christopher Hogue  
827 W. 1st Ave., Ste. 301  
Spokane, WA 99201  
509-934-1998

