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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

**DECLARATION OF SHAYNE J.
SUTHERLAND IN SUPPORT OF
PLAINTIFF'S STIPULATED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Shayne J. Sutherland declares the following under penalty of perjury, as provided for and
by the laws of the state of Washington:

1. I am one of the Class Counsel attorneys of record for the Plaintiff in this matter. I
am admitted to practice before this Court and am a member in good standing of the bar of the state
of Washington. I respectfully submit this declaration in support of the parties' Stipulated Motion
for Preliminary Approval of Class Settlement. Except as otherwise noted, I have personal
knowledge of the facts set forth in this declaration and could testify competently to them if called
upon to do so.

1 2. I am an owner and managing partner at the law firm of Cameron Sutherland, PLLC,
2 which has operated since 2012. Since that time, I have actively litigated consumer rights and tenant
3 rights claims, including several class actions.

4 3. I have been determined adequate class counsel in numerous class action matters in
5 the state and federal courts, including this case. In several of those class action cases I have
6 successfully negotiated class settlement agreements that have all been approved by the courts those
7 agreements were put before.

8 4. Since this lawsuit was commenced in August of 2017, Mr. Silver and Class Counsel
9 have extensively investigated Rudeen's business practices, participated in multiple appeals,
10 litigated several motions, including but not limited to a motion for class certification, a motion to
11 stay proceedings, a motion to set aside and vacate default judgment, and a motion to modify and
12 decertify the class action, and *et cetera*. My firm and co-counsel have also reviewed and analyzed
13 thousands of pages of documents and data to ascertain appropriate class members and a reasonable
14 range of damages and engaged in extensive mediation/settlement negotiations with Rudeen.

15 5. On December 17, 2025, the parties engaged in a full day mediation with Honorable
16 Maryann Moreno (*Ret.*). Through that process the parties were able to resolve this matter on a
17 class action basis, bringing finality to an action that has been litigated for nine years. A copy of
18 the parties' Settlement Agreement and Release of Claims is attached hereto as **Exhibit 1**.

19 6. All of the parties' settlement negotiations have been non-collusive and at arm's
20 length. The ultimate agreement reached was done so with the guidance and assistance of an
21 experienced, highly esteemed mediator and retired judge, Honorable Maryann Moreno (*Ret.*). Mr.
22 Silver, my class co-counsel Christopher Hogue, and I believe the class-wide settlement reached in
23 this case is fair, adequate, reasonable, and in the best interests of the Class.
24
25

1 7. The Settlement requires Rudeen to establish a Settlement Fund in the amount of
2 \$2,900,000 to pay class members, Class Counsel’s attorney’s fees and costs, a service award to
3 the Class Representative, and all costs associated with the administering the settlement. According
4 to Rudeen’s records there are 7,825 Class Members. If all class members participate in the
5 settlement (class members must affirmatively opt-out to not receive payment), Rudeen will
6 disburse a total of approximately \$1,850,000 to the Class Members. This relief equates to roughly
7 80% of each tenancy’s original deposit. This monetary relief is even more substantial when
8 considering the fact that many of the class members have already received a portion of their deposit
9 back from Rudeen.
10

11 8. Mr. Silver was counseled on the relief and the risk of proceeding with this action
12 through judgment and beyond. Significantly, a successful appeal included potentially losing a
13 large contingent of the class, not to mention several more years of litigation. Even if an appeal by
14 Rudeen was completely unsuccessful, there would be a likely substantial delay in obtaining
15 recovery for the class. In addition, Mr. Silver was apprised of and counseled on the potential effects
16 of Rudeen filing bankruptcy.
17

18 9. An affirmative opt-out class, like this one, is preferred over an opt-in class, as Class
19 Members are not required to submit claim forms to receive payments. All unclaimed funds by
20 Class Members pursuant to the Agreement will result in generous *cy pres* donations to Washington
21 non-profit organizations, with 50% going to the Legal Foundation of Washington and 50% going
22 to the Inland Empire Legal Aid (formerly known as Spokane County Bar Association’s Volunteer
23 Lawyer Program).
24

25 10. This Court has already appointed Postlethwaite & Netterville, APAC, (“P&N”),
who are now known as EisnerAmper Advisory Group, LLC (“EAG”), as the Class Administrator.

1 (SN 112). EAG has received all the necessary information regarding the class members' contact
2 information. As part of the parties' Settlement Agreement, all administration costs are agreed to
3 be paid by Rudeen out of the common fund. Administration costs are expected to be less than
4 \$45,000. As noted previously, EAG has successfully acted as the class administrator in a number
5 of other class actions filed in the state and federal courts throughout the United States. EAG will
6 be responsible for the following non-exclusive duties: disseminating email and mail notice;
7 following up on undelivered notices; establishing and maintaining a settlement website;
8 establishing a toll-free number and responding to settlement class member calls; processing,
9 logging, and reviewing exclusion requests for deficiencies; addressing deficiencies with those
10 requesting exclusion and providing them with an opportunity to cure; administering the settlement
11 fund; and disbursing the settlement fund to settlement class members.
12

13
14 11. The proposed Order Granting Preliminary Approval of Class Settlement is attached
15 to the parties' Settlement Agreement as **Exhibit A**. The proposed class notices are attached to the
16 Agreement as **Exhibits B and C**, and the proposed Final Settlement Order and Final Judgment is
17 attached as **Exhibit D** to the Settlement Agreement, which Agreement is attached to this
18 Declaration as **Exhibit 1**.

19
20 12. A combined statutory damage and service award payment in the amount of up to
21 \$20,000 will be requested for Mr. Silver for his dedicated service to this case and the Class, which
22 Rudeen has agreed to pay per the Settlement and not contest.

23
24 13. Class Counsel plans to request that the Court approve an award of attorney's fees
25 in the amount of ~\$966,667 (33.33% of the \$2,900,000 common fund), and reimbursement of
minimal out-of-pocket litigation expenses, which Rudeen has agreed to pay per the Settlement,

1 and not contest. The motion and supporting documentation will be available on the settlement
2 website for review at least thirty (30) days prior to the objection and opt-out deadline.
3

4 SIGNED this 26th day of February 2026, at Spokane, Washington.

5 CAMERON SUTHERLAND, PLLC
6

7 *s/ Shayne Sutherland*
8 *Shayne J. Sutherland, WSBA #44593*
9 *Attorney for Plaintiff and the Class*
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1 **CERTIFICATE OF SERVICE**

2 I hereby declare upon penalty of perjury under the laws of the state of Washington that on
3 the date stated below I served a copy of this document in the manner indicated:

4 PISKEL YAHNE KOVARIK, PLLC	<input type="checkbox"/> First Class U.S. Mail
5 612 W. Main Ave., Ste. 207	X E-Mail:
6 Spokane, WA 99201	<u>wnorton@pyklawyers.com</u> ;
7 Attn:	<u>wemmal@pyklawyers.com</u> ;
8 Ryan D. Yahne	<u>ryahne@pyklawyers.com</u>
9 Whitney Norton	<input type="checkbox"/> Hand Delivery
10 William Emmal	<input type="checkbox"/> Next Day Air

11 DATED this 27th day of February 2026.

12 *s/ Bonnie Morey*
13 _____
14 Bonnie J. Morey, Legal Assistant

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("*Agreement*") is entered into by and between the following parties and is effective as of the last date of any signature hereto (the "Effective Date"):

(a) Rudeen Management Company, Inc., a Washington corporation (hereinafter referred to as "*Defendant*"), and

(b) Representative Plaintiff Thomas Silver, as defined below, individually and as representative of the Plaintiff Class, as defined below.

(c) Defendant and Plaintiff/Plaintiff Class are collectively referred to herein as the Parties.

RECITALS

A. On or about August 10, 2017, Plaintiff initiated a lawsuit, captioned *THOMAS SILVER, on behalf of himself and all others similarly situated, vs. RUDEEN MANAGEMENT COMPANY, INC.*, No. 17-2-03103-2 (Superior Court of the State of Washington for the County of Spokane) (the "*Action*"). In the Action, Plaintiff, on behalf of himself and the class, alleged that Defendant violated the Washington Residential Landlord-Tenant Act, RCW 59.18.280, as to Mr. Silver and the proposed class. Specifically, Plaintiff alleged that Defendant failed to comply with RCW 59.18.280's requirements for sending full and specific deposit disposition statements and/or refunds due to its former tenants within the statutorily required time limits.

B. Plaintiff and the proposed class sought damages and declaratory relief on behalf of those who were subjected to the alleged violations by Defendant in the Action.

C. Defendant denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action. Nevertheless, Defendant desires to resolve the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

D. Class Counsel, as defined below, have analyzed and evaluated the merits of all parties' contentions and the impact of this Agreement on the members of the Plaintiff Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the Plaintiff Class and Representative Plaintiff, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action on the terms in this Agreement is in the best interests of the Plaintiff Class.

E. Defendant represents that the Plaintiff Class (as defined below) were tenants of properties managed by Defendant but owned by separate entities. Defendant represents that it did not, and does not, own those properties; however, although not named parties to the Action, the Parties agree and acknowledge that this Agreement covers, releases, refers to, and otherwise encompasses any and all claims relating to the return of tenant deposits that were asserted or could have been asserted against those individual property owners in the Action. Plaintiff, individually, and on behalf of Plaintiff Class, are expressly waiving any rights they may have against the individual property owners as it relates to the Action and any and all allegations made in or arising from the Action as relating to the return of tenant deposits.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Representative Plaintiff, the Plaintiff Class, and Defendant, for itself and through its undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

1. **DEFINITIONS.**

1.1. ***“The Action”*** means the lawsuit now pending under Case No. 17-2-03103-2 in the Superior Court of the State of Washington in and for the County of Spokane.

1.2. ***“Class Counsel”*** or ***“Plaintiff’s Counsel”*** means Shayne J. Sutherland of Cameron Sutherland, PLLC and Christopher M. Hogue of Hogue Law Firm as Class Counsel and Plaintiff’s Counsel, and also Brian Cameron of Cameron Sutherland, PLLC, as Plaintiff’s counsel.

1.3. ***“Class Member”*** or ***“Class Members”*** or ***“Settlement Class Members”*** means any member or members of the Plaintiff Class, including the Representative Plaintiff.

1.4. ***“Class Administrator”*** or ***“Settlement Administrator”*** means Eisner Advisory Group, LLC, d.b.a. EisnerAmper (“EAG”), the firm selected by the parties for purposes of administering notices and payments to facilitate administration of this settlement.

1.5. ***“Class Notice”*** means the notice provided to the Class Members regarding the class action status and proposed settlement of the Action. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment (as defined in Section 1.19 below). The Class Notice will be in substantially the form as Exhibit B (***“Email and Post Card Notice”***).

1.6. ***“Class Payments”*** means payment of respective amounts to each class member via check or via a digital medium as may be requested by Class Members and approved by the Class Administrator.

1.7. “**Defendant**” means Rudeen Management Company, Inc., a Washington corporation.

1.8. “**Defendant’s Counsel**” means Ryan D. Yahne, Whitney L. Norton, and William B. Emmal of Piskel Yahne Kovarik, PLLC.

1.9. “**Distribution Date**” means a date no later than sixty (60) days from the date of Final Approval.

1.10. “**Fairness Hearing**” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

1.11. “**Final Approval**” means that all of the following have occurred:

1.11.1. The Court has entered the Settlement Order and Final Judgment;
and

1.11.2. The Court has made its final award of attorneys’ fees, costs, and service award.

1.12. “**Parties**” means the Representative Plaintiff, Plaintiff Class (as defined below), and Defendant.

1.13. “**Plaintiff**” or “**Representative Plaintiff**” means Thomas Silver.

1.14. “**Plaintiff Class**” or “**Settlement Class**” shall include Plaintiff and:

(1) All persons who rented properties owned or managed by Rudeen in the state of Washington;

(2) Who paid a damage and/or security deposit at, or any time after, the commencement of their tenancy;

(3) Who, within the (3) years prior to the filing of this lawsuit (August 10, 2014), vacated or abandoned the property through the date this Court certified the class (May 19, 2023);

(4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to RCW 59.18.030(16) of the subject property;

(5) Where, fifteen (15) or more days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the

premises, fifteen (15) or more days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the deposit; and/or

(6) Where, within fourteen (14) days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, within fourteen (14) days after Rudeen learned of the abandonment, the former tenant was not sent a full and specific statement of the basis for retaining the deposit, or a portion thereof; or

(7) In circumstances arising after the term specified in RCW 59.18.280 was amended (June 6, 2016) from fourteen (14) days to twenty-one (21) days, then where, within twenty-two (22) days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, twenty-two (22) or more days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the deposit; and/or

(8) Where, within twenty-one (21) days following termination of the rental agreement and vacation of the premises, or if the tenant abandoned the premises, within twenty-one (21) days after Rudeen learned of the abandonment, the former tenant was not sent a full and specific statement of the basis for retaining the deposit, or a portion thereof.

The Plaintiff Class also does not include any persons who validly request exclusion from the Plaintiff Class under the Opt-Out Procedures described in this Agreement, nor Defendant, nor any person or entity that has a controlling interest in Defendant, Defendant's current or former directors and officers, as well as the parties' counsel and their immediate families and the presiding court. The Plaintiff Class does not include those individuals who were excluded from the Plaintiff Class by the Court on May 23, 2025 and September 29, 2025.

1.15. ***"Preliminary Approval"*** means the Court has entered an order substantially in the form of Exhibit A to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Plaintiff Class.

1.16. ***"Released Claims"*** means any and all claims that may have been or were asserted in the Action relating to the return of tenant deposits, and any and all damages, costs, and expenses (including attorneys' fees) arising under this Action.

1.17. ***"Released Parties"*** means Defendant (as defined in Section 1.7) and its respective affiliates, officers, directors, partners, shareholders, members, employees, agents, representatives, attorneys, predecessors, successors, assigns, principals, any surviving companies or entities by reason of any merger or acquisition, and all persons acting by, through, under, or in concert with any of them, including the property owner entities of any

properties at which the Plaintiff and/or the Plaintiff Class resided during the class period (August 10, 2014 to May 19, 2023).

1.18. “**Service Award**” shall mean the payment of up to \$20,000 for the Representative Plaintiff for his time and effort in connection with this Action to be paid from the Settlement Fund subject to Court approval.

1.19. “**Settlement Fund**” means the \$2,900,000 paid by Defendant to resolve all aspects of this Action (which is inclusive of the Service Award, and the Plaintiff/Plaintiff Class/Class Counsel attorney’s fees and costs, and class administration costs), which will be paid in accordance with this Settlement Agreement. Defendant shall not be responsible for any payments or obligations beyond the Settlement Fund.

1.20. “**Settlement Order and Final Judgment**” means an Order and Judgment substantially in the form of Exhibit D to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Class Members, and Released Parties.

1.21. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2. GENERAL TERMS OF SETTLEMENT.

2.1. **Settlement Fund.** Within fifteen (15) days after entry of the Preliminary Approval Order (as defined in Section 3.1), Defendant will fund a Settlement Fund for the Settlement Administrator to make payments to Class Members, the Representative Plaintiff Service Award, Class Counsel attorneys’ fees and costs, and Class Administration fees and costs. Defendant will provide \$2,900,000 to fund the settlement. At least \$45,000 of the Settlement Fund shall be apportioned for class administration costs, \$970,000 of the Settlement Fund shall be allocated for attorneys’ fees (\$966,667) plus costs to be determined, and \$20,000 of the Settlement Fund shall be allocated for the Service Award, all subject to the Court’s approval, and the remainder allocated for payments to Class Members. At the time of this settlement, the class size is expected to be 7,825 Class Members. It is anticipated that if all of those 7,825 Class Members do not opt-out of the settlement and the Court approves the payments identified above, each Class Member will receive his or her proportionate share of his or her respective tenancy deposit amount previously paid to Defendant for the Class Member’s tenancy. Each respective tenancy deposit amount being returned as a payment under this settlement is anticipated to be approximately eighty percent (80%) of the tenancy deposit amount previously paid to Defendant. The Class Administrator shall issue Class Payments to Class Members within sixty (60) calendar days following Final Approval.

2.2. **Class Administration Costs.** Class Administration Costs are estimated to be approximately \$45,000. The Class Administrator will only pay those costs

and any potential overages from the Settlement Fund. If there is an overpayment of Class Administration Costs, they will become a part of the Residual Funds.

2.3. **Payments to Plaintiff Class Members.** As set forth more fully below, the Class Administrator will pay each Class Member the Settlement Payment on or before the Distribution Date.

2.4. **Application for Payment of Attorneys' Fees, Costs and Expenses, and Representative Plaintiff Service Award.** No later than thirty (30) days after entry of the Preliminary Approval Order, Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses, and for a Service Award to the Representative Plaintiff.

2.4.1. Class Counsel will apply to the Court for an award of attorneys' fees not to exceed \$966,667, along with reimbursement of out-of-pocket litigation costs. Defendant will not oppose Class Counsel's application for an award of attorney's fees and costs.

2.4.2. Class Counsel will also apply to the Court for a Service Award for the Representative Plaintiff that will not exceed \$20,000. Defendant will not oppose Class Counsel's application for a Representative Plaintiff Service Award.

2.4.3. Upon Final Approval, the Class Administrator shall pay from the Settlement Fund to Class Counsel the total amount approved by the Court in full and complete compensation for attorneys' fees, costs, and expenses, plus the total amount of Representative Plaintiff's Service Award approved by the Court in trust for the Representative Plaintiff.

2.4.4. Any amounts awarded shall be payable in the manner and at the time set forth in Section 2.1.

2.5. **Effect of Lesser Award.** If the Court awards a Service Award to the Representative Plaintiff or attorneys' fees and costs to Class Counsel that are lower than requested, all other provisions of this Settlement Agreement will remain in full force and will continue to be binding on all Parties, including the Settlement Class. If the Court awards a lesser amount than agreed for a Service Award and/or attorneys' fees and costs, the difference shall be added to and included in the amount to be disbursed to Class Members.

2.6. **Residual Funds.** The Class Administrator shall do the following with respect to any sums that remain with the Class Administrator following the disbursements required by the Settlement Agreement and expiration of 90 days from the date the payments are e-mailed, electronically delivered, or mailed to each class member ("Remainder"). If any payment sent via U.S. mail is returned as undeliverable within the 90 days, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform a skip trace to attempt to obtain the latest address for the Settlement Class Member. If a check is returned as undeliverable or the settlement payment was not received

and the Class Administrator received a request to have the check or digital payment sent to a different address, the 90-day period runs from the date of reissuance of payment:

- (a) Fifty percent (50%) of the Remainder shall be distributed to the Legal Foundation of Washington.
- (b) Fifty percent (50%) of the Remainder will be distributed *cy pres* to Inland Empire Legal Aid (“IELA”), which is a Washington non-profit organization assisting residential tenants and other economically marginalized individuals.

2.7. **Previous Sanction.** With Residual Funds from the Class Settlement being directed to IELA, Plaintiff agrees to stipulate to a motion to vacate the previous sanction against Defendant in the amount of approximately \$310,000 that was directed to IELA (formerly known as Spokane’s Volunteer Lawyer Program or VLP). Such motion shall be made at any time after this Agreement is fully executed as agreed to by the Parties, but before any final order is entered in this matter. Plaintiff will not oppose the request.

3. SETTLEMENT APPROVAL AND CLASS NOTICE.

3.1. **Preliminary Approval.** Within thirty (30) days of the Effective Date of this Agreement, Representative Plaintiff will move the Court for an order in the form of Exhibit A (“**Preliminary Approval Order**”), which, *inter alia*, provisionally grants the Court’s Preliminary Approval of this Agreement; approves notice substantially in the form of Exhibits B-C to the Settlement Class of the class action status and proposed settlement of the Action; and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.2. **Limited Effect of Settlement Class.** Should the Court reject or disapprove of the Settlement, the Action shall revert to the status that existed before execution of this Agreement. Thereafter, the Representative Plaintiff shall be free to pursue any claims available to him; and Defendant shall be free to assert any available defenses available. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses in the absence of the Settlement.

3.3. **Class Notice.** The Parties will request that the Preliminary Approval Order direct that, within thirty (30) calendar days of receipt of the class member data, Class Administrator shall deliver notice of the provisional class certification and proposed settlement to all Class Members via email notice (and post card if applicable) and posting on the Settlement Website as set forth below.

3.4. **Identification of Settlement Class Members.** The identities of the Settlement Class Members will be ascertained by the Settlement Administrator. Defendant

has previously provided the Settlement Administrator a list of Class Member names and last known addresses, and email addresses, where available, for Settlement Class Members.

3.5. **Notice.** Class Administrator will provide notice substantially in the form of Exhibit B by email to all Class Members' email addresses as they appear in Defendant's records. For any Class Member for whom Defendant does not have email addresses or where the emails are undeliverable, Class Administrator will send notice to those Class Members in the form of one (1) postcard sent via United States mail containing text substantially in the form of Exhibit B. The Class Administrator will also post a long form notice substantially in the form of Exhibit C on the Settlement Website within thirty (30) calendar days of receipt of the class member data.

3.6. **Class Administration.** Class administration shall occur under the Court's supervision. The costs of administration, estimated to be approximately \$45,000, shall be paid by Defendant from the Settlement Fund. The Class Administrator, in addition to the distribution of Class Notice, shall also send notices under 28 U.S.C. § 1715 to the appropriate state and federal officials (if required); receive and determine validity of exclusion requests; establish and maintain a Settlement Website where all pertinent pleadings associated with this Settlement can be viewed, establish a toll-free number for interested parties with Settlement questions to call, and make the calculations, payments, and distributions required under this Agreement.

3.7. **Submission of Exclusion Requests or Objections.** The Parties will request that the Preliminary Approval Order direct that Class Members be allowed sixty (60) days from the date Class Notice is sent as set forth in Sections 3.5 (the "**Opt-Out Period**") to request exclusion from the Class or to submit objections to the proposed settlement. The notice shall direct that exclusion requests, if any, be sent to the Class Administrator, which will provide periodic updates on exclusion requests to the Parties' Counsel. Any re-sending of notices shall not extend the time for a Class Member to request exclusion or submit objections. Any Settlement Class Member who intends to object to this Agreement must file with the Court and deliver to Class Counsel and Defendant's Counsel a written objection on or before the Objection/Exclusion Deadline. The written objection, which the objector must personally sign, must include: (1) the objector's full name, address, telephone number, and signature; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection, or who may profit from the pursuit of the objection (the "**Objecting Attorneys**"); and (5) a statement indicating whether the objector intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the applicable rules), or with the filing with the Court and service on Class Counsel and Defendant's Counsel of a Notice of Intention to Appear at the Fairness Hearing. If a Settlement Class Member or any of the Objecting Attorneys have objected to any class action settlement where the objector or the Objecting Attorneys asked

for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

3.8. **Exclusion Requests.** The notice shall direct that exclusion requests, if any, be sent to the Class Administrator, which will provide periodic updates on exclusion requests to the Parties' Counsel. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request by letter or e-mail, with the letter being postmarked and the e-mail being received during the Opt-Out Period by the Class Administrator. The written request shall have the Settlement Class member provide his/her name and address, a signature, the name of the case, and a statement that they wish to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include complete information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked by or otherwise received within the time specified, shall be invalid, and the individual who submitted such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders granting preliminary or final approval to this settlement; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the individual requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

3.9. **Entry of Final Judgment.** Within fourteen (14) calendar days of the date set by the Court for Final Approval, Plaintiff through stipulated motion will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, substantially in the form of Exhibit D, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that an injunction against asserting Released Claims be implemented as to the Class Members, ordering that attorneys' fees, costs, expenses, and the Representative Plaintiff Service Award be paid by the Class Administrator in the amount approved by the Court from the Settlement Fund, approving the form of notice provided to all Class Members, dismissing the Action with prejudice, and barring Class Members from bringing claims within the scope of the Released Claims. Defendant will not oppose the request.

3.10. **Dismissal.** Upon Final Approval of the Agreement, the Parties shall cooperate to jointly seek Court approval to dismiss the Action with prejudice no later than seven (7) days following Final Approval of the Agreement.

3.11. **Reporting.** Within thirty (30) calendar days of completing the distribution of payments in Section 2 above, the Class Action Administrator will provide the Court a report verifying its compliance with this Agreement to the date of the report.

4. RELEASES.

4.1. **Sole and Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

4.2. **Class Release to Defendant and the Released Parties.** Effective upon Final Approval, Representative Plaintiff, for himself and as the representative of the Plaintiff Class, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

4.3. **Individual Releases by Representative Plaintiff.** Effective upon Final Approval, the Representative Plaintiff, for himself and on behalf of his respective agents, successors, heirs, assigns, and any other person who can claim by or through him in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims, whether raised in the Action or not.

4.4. **Covenant Not to Sue.** Representative Plaintiff and the Settlement Class will be deemed to have agreed not to sue any Released Party with respect to any of the Released Claims and to have agreed to be forever barred from doing so.

5. MISCELLANEOUS PROVISIONS.

5.1. **Settlement Purpose of Agreement.** This Agreement is governed by the terms of ER 408 and is for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party, or admission by any party of any claim, defense or allegation made in the Action and/or any other action, nor as an admission by Defendant, the Representative Plaintiff, Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit D, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void by a court of competent jurisdiction, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same

position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

5.2. **Settlement Agreement Not Severable.** Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit D, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void by a court of competent jurisdiction, the Parties agree to work in good faith to resolve any differences they may have regarding a revised Agreement to be re-submitted to the Court. If the parties are unable to resolve any such differences, the Parties agree to engage a mediator, upon mutual agreement, to help the Parties resolve any and all disputes regarding the terms and conditions of any revised agreement. If a resolution cannot be reached through mediation, this Settlement Agreement is nullified, and Representative Plaintiff, individually and on behalf of all Class Members, and all Class Members individually, shall be free to pursue any claims available to them, and Defendant shall be free to assert any defenses available to it.

5.3. **Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking Settlement Approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Defendant full and final peace from further prosecution of the Released Claims, and to give the Class Members the benefits they enjoy under this Agreement.

5.4. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

5.5. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Class Members' substantive rights must be in writing and signed by Representative Plaintiff and Defendant; any other modification of the Agreement must be in writing and signed by Class Counsel and Defendant.

5.6. **Construction of Agreement.** The determination of the terms and drafting of this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any party.

5.7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, affiliates, employees, partners, shareholders, members, servants, contractors, subcontractors, agents, directors, officers, attorneys, landlords, licensees, lessors, representatives, employee benefit plans and plan fiduciaries, insurers, reinsurers, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities.

5.8. **Waiver.** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

5.9. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by Class Counsel, Class Representative, Defendant's Counsel, and Defendant. The Parties acknowledge and affirm that all persons signing below are duly authorized to enter into this Agreement and render it binding on behalf of the Parties. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile or electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

5.10. **Use and Retention of Information.** Within 14 days after the conclusion of the class administration and settlement distribution process, including payment of *cy pres* is completed, Class Counsel shall destroy all documents received from Defendant, and confirm said destruction with Defendant's Counsel. Rudeen and its counsel must maintain all class member related documents for a minimum of three years after the conclusion of the class administration and settlement distribution process is completed and provide them to Class Counsel as may be necessary to respond to Class Member inquiries, challenges, complaints, requests for records, and *et cetera*.

5.11. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement.

5.12. **Authority.** All Counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients.

5.13. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Plaintiff Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person except those associated with the Parties as mentioned in this Settlement Agreement.

02/22/2026
5.14. **Communications.** Any communications to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

5.15. **Rules of Professional Conduct.** Nothing in this Agreement shall be construed or otherwise used to require any attorney to violate any rule of professional conduct or ethics which governs their membership with any state or federal court bar.

5.16. **Calculation of Time.** All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

<p>AGREED TO AND ACCEPTED:</p> <p>Dated: <u>02/21/2026</u>, 2026</p>	<p>CAMERON SUTHERLAND, PLLC <i>Attorney for Representative Plaintiff and Class Members</i></p> <p>By <u><i>Shayne Sutherland</i></u> <small>Shayne Sutherland (Feb 21, 2026 10:35:03 PST)</small> Shayne J. Sutherland, WSBA #44593 (Attorney for Plaintiff and Class) Brian Cameron, WSBA #44905 (Attorney for Plaintiff) 827 W. 1st Avenue, Suite 301 Spokane WA 99201 0410 Telephone: 509-315-4507 ssutherland@cameronsutherland.com</p>
<p>AGREED TO AND ACCEPTED:</p> <p>Dated: <u>02/23/2026</u>, 2026</p>	<p>HOGUE LAW FIRM <i>Attorney for Representative Plaintiff and Class Members</i></p> <p>By <u><i>[Signature]</i></u> Christopher M. Hogue, WSBA #48041 827 W. 1st Avenue, Ste. 301 Spokane WA 99201 0410 Telephone: 509-934-1998 chris@spokaneadvocate.com</p>

<p>AGREED TO AND ACCEPTED</p> <p>Dated: <u>02/21/2026</u>, 2026</p>	 <small>Thomas Silver (Feb 21, 2026 11:02:56 PST)</small> <hr/> <p>Thomas Silver, Representative Plaintiff</p>
<p>AGREED TO AND ACCEPTED</p> <p>Dated: _____, 2026</p>	<p>PISKEL YAHNE KOVARIK, PLLC <i>Attorneys for Defendant</i></p> <p>By: _____ Ryan D. Yahne, WSBA #35063 Whitny L. Norton, WSBA #46485 William B. Emmal, WSBA #58261 612 W. Main Ave., Ste. 207 Spokane, WA 99201 Telephone: 509-321-5930 wnorton@pyklawyers.com wemmal@pyklawyers.com ryahne@pyklawyers.com</p>
<p>AGREED TO AND ACCEPTED</p> <p>Dated: _____, 2026</p>	<p>RUDEEN MANAGEMENT COMPANY, INC.</p> <p>By: _____ _____ Name _____ Title</p>

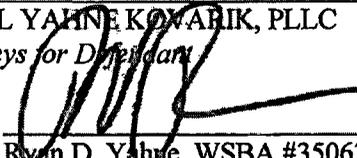
<p>AGREED TO AND ACCEPTED</p> <p>Dated: _____, 2026</p>	<p>Thomas Silver, Representative Plaintiff</p>
<p>AGREED TO AND ACCEPTED</p> <p>Dated: <u>2/24</u>, 2026</p>	<p>PISKEL YAHNE KOWARIK, PLLC <i>Attorneys for Defendant</i></p> <p>By: </p> <p>Ryan D. Yahne, WSBA #35063 Whitny L. Norton, WSBA #46485 William B. Emmal, WSBA #58261 612 W. Main Ave., Ste. 207 Spokane, WA 99201 Telephone: 509-321-5930 wnorton@pyklawyers.com wemmal@pyklawyers.com ryahne@pyklawyers.com</p>
<p>AGREED TO AND ACCEPTED</p> <p>Dated: <u>2-23</u>, 2026</p>	<p>RUDEEN MANAGEMENT COMPANY, INC.</p> <p>By: </p> <p>Kevin Rudeen Name Shareholder of the Corporation Title</p>

EXHIBIT A

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

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

Plaintiff,

v.

RUDEEN MANAGEMENT COMPANY,
INC., a Washington corporation,

Defendant.

No. 17-2-03103-2

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Plaintiff Thomas Silver (“Plaintiff”) and Rudeen Management Company, Inc. (“Defendant”) have filed a Stipulated Motion for Preliminary Approval of Class Settlement (“Motion”). Having reviewed the Motion and supporting documents, the Court hereby ORDERS, ADJUDGES AND DECREES as follows:

A. Plaintiff’s and Defendant’s Counsel have advised the Court that the Parties have agreed, subject to final approval by this Court, to notice to the proposed Settlement Class and a hearing, and to settle this Action on the terms and conditions set forth in the Settlement Agreement and Release (the “Agreement”).

B. The Court has reviewed the Agreement, as well as the files, records, and proceedings to date in this matter. The terms of the Agreement are hereby incorporated as though fully set forth in this Order. Capitalized terms shall have the meanings attributed to them in the Agreement.

1 C. Based upon preliminary examination, it appears that the Agreement is sufficiently
2 fair, reasonable, and adequate to warrant Notice to the proposed Settlement Class, and that the
3 Court should hold a hearing after Notice to the Settlement Class to determine whether to enter a
4 Final Approval Order in this action based upon that Agreement.

5 Based upon the foregoing, the Court finds and concludes as follows:

6 1. **Preliminary Approval of Proposed Settlement.** The Agreement, including all
7 exhibits thereto, is preliminarily approved as fair, reasonable and adequate. The Court finds that
8 (a) the Agreement resulted from extensive arm's-length negotiations, and (b) the Agreement is
9 sufficient to warrant notice thereof to members of the Settlement Class and the Fairness Hearing
10 described below.

11 2. **Class Certification.** On June 9, 2023, pursuant to CR 23(a) and (b)(3), the Court
12 certified the following Class:

- 13
- 14 (1) All persons who rented properties owned or managed by Rudeen in the state of
Washington;
- 15 (2) Who paid a damage and/or security deposit at, or any time after, the commencement of
16 their tenancy;
- 17 (3) Who, within the (3) years prior to the filing of this lawsuit (August 10, 2014), vacated
18 or abandoned the property through the date this Court certified the class (May 19,
2023);
- 19 (4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to
20 RCW 59.18.030(16) of the subject property;
- 21 (5) Where, fifteen (15) or more days following termination of the rental agreement and
22 vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or more
23 days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of
the deposit; and/or
- 24 (6) Where, within fourteen (14) days following termination of the rental agreement and
25 vacation of the premises or, if the tenant abandoned the premises, within fourteen (14)
26 days after Rudeen learned of the abandonment, the former tenant was not sent a full
and specific statement of the basis for retaining the deposit, or a portion thereof; or
- 27

1 (7) In circumstances arising after the term specified in RCW 59.18.280 was amended (June
2 6, 2016) from fourteen (14) days to twenty-one (21) days, then where, within twenty-
3 two (22) days following termination of the rental agreement and vacation of the
4 premises or, if the tenant abandoned the premises, twenty-two (22) or more days after
5 Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the
6 deposit; and/or

7 (8) Where, within twenty-one (21) days following termination of the rental agreement and
8 vacation of the premises, or if the tenant abandoned the premises, within twenty-one
9 (21) days after Rudeen learned of the abandonment, the former tenant was not sent a
10 full and specific statement of the basis for retaining the deposit, or a portion thereof.

11 (SN 95).

12 Excluded from the class were any persons who timely and validly requested exclusion
13 from the Class; Defendant, its current and former directors and officers, and any person that has a
14 controlling interest in Defendant; as well as the parties' counsel and their immediate families and
15 the presiding Court. (SN 95). The Court also appointed Plaintiff Thomas Silver as Class
16 Representative and Shayne J. Sutherland of Cameron Sutherland, PLLC, and Christopher Hogue
17 of Hogue Law Firm, as class counsel. (SN 95, 206).

18 **3. *Additional Findings and Conclusions Incorporated.*** The Court's findings and
19 conclusions present in the June 9, 2023, Order certifying this matter as a class action (SN 95),
20 including but not limited to finding the elements of CR 23 satisfied and the appointment of Plaintiff
21 Thomas Silver as Class Representative and Shayne J. Sutherland of Cameron Sutherland, PLLC,
22 as Class Counsel, are incorporated herein. The Court also incorporates the findings and
23 conclusions in its July 22, 2024, Order Granting Plaintiff's Motion to Approve and Substitute Class
24 Counsel appointing Christopher Hogue of Hogue Law Firm as additional adequate Class Counsel.
25 (SN 206).

26 **4. *Settlement Administrator.*** The Court appoints Eisner Advisory Group, LLC, d.b.a.
27 EisnerAmper ("EAG"), as the Settlement Class Administrator, which shall fulfill the Class
Administration functions, duties, and responsibilities of the Settlement Administrator as set forth
in the Agreement and this Order.

1 **5. Fairness Hearing.** A Fairness Hearing shall be held before this Court on Friday,
2 July 31, 2026, at 11:00 a.m., to determine whether the Agreement is fair, reasonable, and adequate
3 and should be given final approval. Papers in support of final approval of the Agreement and Class
4 Counsel’s application for an award of attorneys’ fees and costs, and for a service award to the
5 Plaintiff (the “Fee and Expense Application”) shall be filed with the Court according to the
6 schedule set forth in Paragraph 12 below. The Court may postpone, adjourn, or continue the
7 Fairness Hearing without further notice to the Settlement Class. After the Fairness Hearing, the
8 Court may enter a Final Approval Order in accordance with the Agreement, which will adjudicate
9 the rights of the Settlement Class Members with respect to the claims being settled.

10 **6. Class Notice.** The Court approves the form and content of the notices attached as
11 Exhibit B and Exhibit C to the Agreement. The Parties shall comply with the notice requirements
12 of the Agreement. In compliance with that Agreement, beginning no later than thirty (30) days
13 after entry of this Order, the Class Administrator shall cause Notice to be delivered in the manner
14 set forth in the Agreement, launch the Settlement Website, and provide all notice and claims
15 services as set forth in the Agreement.

16 **7. Findings Concerning Class Notice.** The Court finds the Class Notice and the
17 manner of its dissemination described in the Agreement constitutes the best practicable notice
18 under the circumstances, including individual notice to all Settlement Class Members who can be
19 identified through reasonable effort, and is reasonably calculated, under all the circumstances, to
20 apprise Settlement Class Members of the pendency of this action, the terms of the Agreement, and
21 their right to object to or exclude themselves from the Settlement Class. The Court finds that the
22 Notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled
23 to receive notice, and that it meets the requirements of due process, CR 23, and any other applicable
24 laws.

25 **8. Exclusion from Settlement Class.** Settlement Class Members who wish to exclude
26 themselves from the Settlement Class and follow the procedures set forth in this Paragraph shall
27 be excluded. Any potential member of the Settlement Class may mail or e-mail a written request

1 for exclusion, in the form specified in the Class Notice, to the Class Administrator at the respective
2 addresses set forth in the Class Notice. In the written request for exclusion, Settlement Class
3 Members must include their full name, address, telephone number, signature, case name (to allow
4 the Settlement Administrator to ensure the exclusion request is for this and not another case
5 administered by the same Settlement Administrator), and a statement that they wish to be excluded
6 from the Settlement Class for purposes of this settlement. A request to be excluded that does not
7 include all of this information, or that is sent to an address other than that designated in the Notice,
8 or that is not postmarked (mail) or received (e-mail) within the time specified, shall be invalid, and
9 the individual who submitted such a request shall be a member of the Settlement Class and shall
10 be bound as a Settlement Class Member by this Agreement. All such written requests must be
11 postmarked (mail) or received (e-mail) no later than sixty (60) days after the date established by
12 the Court for the Settlement Administrator to provide Class Notice. All persons who properly
13 request exclusion from the Settlement Class shall not be Settlement Class Members and shall have
14 no rights with respect to, nor be bound by, the Agreement, should it be finally approved. The names
15 of all such excluded individuals shall be attached as an exhibit to any Final Approval Order.

16 **9. *Claims Procedures.*** The Court approves the claims procedures set forth in the
17 Agreement. Here, unless Settlement Class Members timely exclude themselves from the
18 Settlement Class, they will receive disbursement of the funds allocated in the Agreement.

19 **10. *Costs of Class Notice and Claims Processing.*** Defendant shall bear all costs of
20 notice to the Settlement Class of the pendency and settlement of the Action and other Settlement
21 Administration costs as provided in the Agreement.

22 **11. *Objections and Exclusions.***

23 (a) ***Written Objections.*** Any Settlement Class Member who has not timely
24 submitted a written request for exclusion from the Settlement Class, and thus is a Settlement Class
25 Member, may object to the fairness, reasonableness, or adequacy of the Agreement or the Fee and
26 Expense Application. Any Settlement Class Member who wishes to object to the Agreement or
27 the Fee and Expense Application must file with the Court and deliver to Class Counsel and

1 Defendant's counsel a written objection. The written objection, which the objecting Settlement
2 Class Member must personally sign, must state: (i) the objector's full name, address, and current
3 telephone number; (ii) an explanation of the reason why the objector claims to be a Settlement
4 Class Member; (iii) all grounds for the objection, including any documents, evidence, and
5 citations; (iv) the name and contact information of any and all attorneys representing, advising, or
6 in any way assisting the objector in connection with the preparation or submission of the objection
7 or who may profit or otherwise benefit from the pursuit of the objection; and (v) whether the
8 objector intends to appear at the Fairness Hearing on their own behalf or through counsel. If a
9 Settlement Class Member or any Objecting Attorney has objected to any class action Settlement
10 where the objector or the Objecting Attorneys asked for or received any payment in exchange for
11 dismissal of the objection, or any related appeal, without any modification to the Settlement, then
12 the objection must include a statement identifying each such case by full case caption. Any
13 documents that the objector wants the Parties and the Court to consider must also be attached to
14 the written objection. The written objection and any supporting papers must be filed with the Court
15 and delivered to Class Counsel and Defendant's counsel no later than sixty (60) days after the date
16 on which Class Notice is first transmitted. Any objection not timely made in this manner shall be
17 waived and forever barred.

18 (b) ***Appearance at Fairness Hearing.*** Objectors who timely and fully comply
19 with the requirements above may appear at the Fairness Hearing, either in person or through an
20 attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this
21 Settlement. Any Settlement Class Member who does not timely deliver a written objection and
22 notice of intention to appear by sixty (60) days from the date for delivery of the Class Notice as
23 set forth in Paragraph 7 above, in accordance with the requirements of this Order, shall not be
24 permitted to object or appear at the Settlement Hearing, except for good cause shown, and shall be
25 bound by all proceedings, orders and judgments of the Court.

26 (c) ***Fees and Expense Application.*** Class Counsel shall file their Fee and
27 Expense Application, together with all supporting documentation, no later than thirty (30) calendar

1 days prior to the Objection and Exclusion deadline, sufficiently in advance of the expiration of the
2 objection period that any Settlement Class Member will have sufficient information to decide
3 whether to object and, if applicable, to make an informed objection.

4 (d) **Motion for Final Approval and Responses to Objections.** Class Counsel
5 shall file with the Court their Motion for Final Approval of the Settlement and any responses to
6 any filed objections to the Agreement or the Fee and Expense Application, together with all
7 supporting documentation, no later than fourteen (14) days before the Fairness Hearing.

8 **12. Dates of Performance.** In summary, the dates of performance are as follows:

9 (a) Defendant shall provide \$2,900,000 to the Settlement Administrator to
10 cover the costs necessary for class administration, claims payments, Class Counsel’s attorneys’
11 fees and costs, and the Service Award, in the amounts set forth in the Settlement Agreement to the
12 Settlement Administrator on or before _____, 2026, i.e., no later than fifteen (15) days
13 after entry of this Order;

14 (b) The Settlement Administrator shall send the Class Notice to potential
15 Settlement Class Members beginning on or before _____, 2026, i.e., no later thirty (30)
16 days after entry of this Order;

17 (c) Class Counsel’s Fee and Expense Application, and all supporting materials,
18 shall be filed no later than _____, 2026, i.e., no later than thirty (30) days after entry of
19 this Order;

20 (d) Settlement Class Members who desire to be excluded shall mail or e-mail
21 written requests for exclusion that are postmarked (mail) or received (e-mail) by _____,
22 2026, i.e., no later than sixty (60) days after the date in subsection (c) above;

23 (e) All objections to the Settlement, Agreement, or the Fee and Expense
24 Application shall be filed with the Court and delivered to the Parties’ counsel no later than
25 _____, 2026, i.e., the same date as in subsection (d) above;

1 (f) Plaintiff's final approval motion, any Parties' responses to objections, and
2 all supporting materials, shall be filed by July 17, 2026, i.e., at least fourteen (14) days before the
3 date in subsection (h) below;

4 (g) If objections are received by the Parties' counsel and/or filed with the Court
5 after the objection deadline, any Party may file a response at any time prior to the Fairness Hearing;

6 (h) The Fairness Hearing shall be held on Friday, July 31, 2026, at 11:00 a.m.;
7 and

8 (i) The Settlement Administrator shall distribute payments to Class Members
9 by September 29, 2026, i.e., no later than sixty (60) days after the date in subsection (h) above.

10 **13. *Effect of Failure to Approve the Agreement.*** In the event the Court does not
11 approve the Agreement, or for any reason the Parties fail to obtain a Final Approval Order as
12 contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any
13 reason, then the following shall apply:

14 (a) All orders and findings entered in connection with the Agreement shall become
15 null and void and have no further force and effect, shall not be used or referred to for any purposes
16 whatsoever, and shall not be admissible or discoverable in any other proceeding;

17 (b) The case shall return to its status as it existed before entry of this Order;

18 (c) Nothing contained in this Order is, or may be construed as, any admission or
19 concession by or against Plaintiff or Defendant on any point of fact or law, including, but not
20 limited to, factual or legal matters not already determined, i.e., damages; and

21 (d) Nothing in this Order or pertaining to the Agreement shall be used as evidence
22 in any further proceeding in this case.

23 **14. *Discretion of Counsel.*** Counsel are hereby authorized to take all reasonable steps
24 in connection with approval and administration of the Settlement not materially inconsistent with
25 this Order or the Agreement, including, without further approval of the Court, making minor
26 changes to the content of the Class Notice that they jointly deem reasonable or necessary.

1 **Presented by:**

2 CAMERON SUTHERLAND, PLLC
3 Attorney for Plaintiff and the Class

4 s/ Shayne J. Sutherland

5 Shayne J. Sutherland, WSBA #44593
6 827 W. 1st Avenue, Ste. 301
7 Spokane, WA 99201
8 Tel: 509-315-4507
9 ssutherland@cameronsutherland.com

10 HOGUE LAW FIRM
11 Attorney for Plaintiff and the Class

12 s/ Christopher M. Hogue

13 Christopher M. Hogue, WSBA #48041
14 827 W. 1st Avenue, Ste. 301
15 Spokane, WA 99201
16 Tel: 509-934-1998
17 chris@spokaneadvocate.com

18 **Stipulated to by:**

19 PISKEL YAHNE KOVARIK, PLLC
20 Attorneys for Defendants

21 s/ Whitney Norton

22 Ryan D. Yahne, WSBA #35063
23 Whitney L. Norton, WSBA #46485
24 William B. Emmal, WSBA #58261
25 612 W. Main Ave., Ste. 207
26 Spokane, WA 99201
27 Tel: 509-321-5930
ryahne@pyklawyers.com
wnorton@pyklawyers.com
wemmal@pyklawyers.com

EXHIBIT B

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

If you were a tenant at a Washington State residential property between August 10, 2014, and May 19, 2023, that was owned or managed by Rudeen Management Company, Inc., or where it was a landlord, and you did not receive a full and specific deposit statement and/or your entire deposit refund, please read this notice carefully. You may be entitled to benefits under a class action settlement.

This is a Court-ordered notice. This is not a solicitation from a lawyer.

- A proposed settlement of a class action lawsuit relates to allegations that Rudeen Management Company, Inc. (hereafter referred to as the “Defendant”) failed to provide a full and specific deposit statement and/or your entire deposit refund due within the legal timelines as required by Washington law. The case is known as *Thomas Silver v. Rudeen Management Company, Inc.*, No. 17-2-03103-2 in the Spokane County Superior Court (the “Lawsuit”).
- In the Lawsuit, the Court entered an Order finding that the Defendant violated RCW 59.18.280 and was liable to pay each Class Member two (2) times the Class Member’s respective security deposit. In lieu of further litigation and appeals related to this Order, this settlement was reached between the parties. As part of the proposed settlement, the Defendant does not admit any wrongdoing, maintains that it complied with the law, and continues to deny the Lawsuit’s allegations against it.
- The proposed settlement provides for a \$2,900,000 settlement fund for Settlement Class Members (persons who qualify under the definition of the Class) who do not timely exclude themselves from the settlement. The settlement fund will also be used to pay the costs and expenses of settlement administration, a Service Award to Plaintiff Thomas Silver, and Class Counsel’s attorneys’ fees and costs.
- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
DO NOTHING	You will receive a payment under the settlement and will be giving up your rights to assert any claims about the legal claims in the case against the Defendant.	Month XX, 2026
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to potentially be part of any other lawsuit against the Defendant about the legal claims in the case.	Month XX, 2026
OBJECT	Write to the Court and the Parties’ Counsel about why you don’t like the settlement. You can do this only if you don’t exclude yourself.	Month XX, 2026
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.	Month XX, 2026

- This Notice explains these rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the settlement as part of the process described in this Notice. Payments will be sent only if the Court approves the settlement.

Questions? Visit www.RudeenDepositRefund.com

Table of Contents

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Basic Information

1. Why did I get a Notice?

You received this Notice if the Defendant's records show that you are a Class Member. The email or postcard notice referred you to an informational website, which included this more detailed Notice.

The Court ordered that a Notice be sent to you because you have a right to know about a proposed settlement of the class action Lawsuit against the Defendant and about your options before the Court decides whether to approve the settlement. If the Court approves the settlement, and you do not opt out of the settlement, an administrator appointed by the Court will provide the payment that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The Spokane County Superior Court has jurisdiction over this proposed settlement. The person who sued is called the Plaintiff, and the company he sued is called the Defendant.

2. What is the Lawsuit about?

Plaintiff Thomas Silver filed a proposed class action lawsuit against the Defendant.

In the Lawsuit, the Plaintiff claimed that the Defendant failed to provide its 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. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. In this case, the Class Representative is Thomas Silver. One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Honorable Jacquelyn High-Edward for the Spokane County Superior Court for the State of Washington has jurisdiction over the case in which the parties have submitted this settlement for approval.

4. Why is there a settlement?

The Court entered an Order finding that the Defendant violated RCW 59.18.280 and was liable to pay each Class Member two (2) times the Class Member's respective security deposit. To avoid the cost, uncertainty, and delay of going forward with continuing litigation and appeals concerning this Order, the parties agreed to this settlement. The Class Representative and his attorneys believe that the settlement is best for the Class Members.

Who is in the Settlement?

If you received this notice, you are eligible to receive a Claim Payment and otherwise benefit from this settlement.

5. Why am I part of the settlement?

Pursuant to the Defendant's records, you are a Class Member because you fit the following description:

- (1) All persons who rented properties owned or managed by Rudeen in the state of Washington;
- (2) Who paid a damage and/or security deposit at, or any time after, the commencement of their tenancy;
- (3) Who, within the three (3) years prior to the filing of this lawsuit (August 10, 2014), vacated or abandoned the property through the date this Court certified the class (May 19, 2023);
- (4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to RCW 59.18.030(16) of the subject property;
- (5) Where, fifteen (15) or more days following the termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or more days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the deposit; and/or
- (6) Where, within fourteen (14) days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, within fourteen (14) days after Rudeen learned of the abandonment, the former tenant was not sent a full and specific statement of the basis for retaining the deposit, or a portion thereof; or
- (7) In circumstances arising after the term specified in RCW 59.18.280 was amended (June 6, 2016) from fourteen (14) days to twenty-one (21) days, then where, within twenty-two (22) days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, twenty-two (22) or more days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the deposit; and/or
- (8) Where, within twenty-one (21) days following termination of the rental agreement and vacation of the premises or, if the tenant abandoned the premises, within twenty-one (21) days after Rudeen learned of the abandonment, the former tenant was not sent a full and specific statement of the basis for retaining the deposit, or a portion thereof.

6. Who is not included in the Class?

The Class does *not* include the Defendant, any person or entity that has a controlling interest in the Defendant, the Defendant's current or former directors and officers, as well as the parties' counsel and their immediate families, and the presiding court. The Class also does not include any persons who validly request exclusion from the Class in accordance with the requirements set forth in this Notice.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the Settlement Website, www.RudeenDepositRefund.com, for more information.

The Settlement Benefits—What You Get

8. What does the settlement provide?

The Defendant has agreed to pay a total settlement amount of \$2,900,000, which will be used to create a

Questions? Visit www.RudeenDepositRefund.com

Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves from the Settlement; to pay Class Counsel's attorneys' fees and costs; to pay a Service Award to the Plaintiff; and to pay the costs and expenses of settlement administration.

After the deduction of any attorneys' fees and costs, any Service Award to Plaintiff, and costs and expenses of settlement administration from the Settlement Fund, each tenancy in the Settlement Class will be assigned a share of the remaining Settlement Fund based upon the deposit amount paid under the tenancy. This share is anticipated to be approximately eighty percent (80%) of the tenancy deposit paid, but this may change. For tenancies that had more than one Class Member tenant, this share will then be divided equally amongst the tenants of that tenancy. For example, for a tenancy with a deposit paid on behalf of two tenants would net each tenant a one-half (1/2) share of the tenancy's share of the remaining Settlement Fund (80% of the deposit paid). For tenancies with three tenants, a one-third (1/3) share; for tenancies with four tenants, a one-fourth (1/4) share, *et cetera*.

The Rudeen Settlement Administrator will determine whether you are a Settlement Class Member or have validly excluded yourself.

The settlement also provides for a *cy pres* award to the Legal Foundation of Washington and Inland Empire Legal Aid. A *cy pres* distribution can occur when funds from a settlement are not claimed by some settlement class members. Those unclaimed funds may then be distributed to certain non-profit or charitable organizations. In this case, the parties agreed that any settlement funds that are not claimed by Settlement Class Members will be distributed to the Legal Foundation of Washington and Inland Empire Legal Aid in equal shares. This *cy pres* distribution will not affect your individual payment.

How You Get a Claim Payment

9. How can I receive a payment?

If you receive this Notice and do not validly exclude yourself from the Settlement Class within sixty (60) days of _____, you are eligible to receive a payment. The Court will hold a hearing on _____, to decide whether to make a final approval the Settlement ("Fairness Hearing"). If the Settlement is approved, payments will be electronically delivered (you may select to receive payment via a digital medium) or mailed from the Rudeen Settlement Administrator.

10. When do I get my payment?

The Court will hold a Fairness Hearing on _____, to decide whether to approve the settlement. If the Court approves the Settlement, payments will be electronically delivered (you may select to receive payment via a digital medium) or mailed from the Rudeen Settlement Administrator within sixty (60) days of the Court entering a final order approving the Settlement, if there are no appeals. If there are appeals after the Fairness Hearing, payment may be delayed until the resolution of any appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient and check the website for any updates. However, if the Settlement is approved, and there are no appeals, payments will be electronically delivered or mailed from the Rudeen Settlement Administrator within sixty (60) days of the Court entering a final order approving the Settlement.

11. What am I giving up if I remain in the Class?

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all "Released Claims" against all "Released Parties."

"Released Claims" means any and all claims, damages, costs, and expenses (including attorneys' fees) that arise out of or relate in any way to violations by Defendant of RCW 59.18.280.

"Released Parties" means the Defendant and its respective affiliates, officers, directors, partners, shareholders, members, employees, agents, representatives, attorneys, predecessors, successors, assigns, any surviving companies or entities by reason of any merger or acquisition, and all persons acting by, through, under, or in concert with any of them.

Excluding Yourself from the Settlement

If you don't want anything from this settlement, and you want to potentially keep any right you may have to sue or continue to sue the Defendant or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself and is sometimes referred to as "opting out" of the Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send either a signed letter by mail or an e-mail to the Rudeen Settlement Administrator stating that you wish to exclude yourself from the *Thomas Silver v. Rudeen Management Company, Inc.* Settlement. You must also include your name, address, telephone number, and your signature. You can't exclude yourself by phone or by fax.

If you send a letter by mail for your exclusion request, the letter must be **postmarked no later than** _____, and mailed to:

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

If you e-mail your exclusion request, the e-mail must be **received** by the Rudeen Settlement Administrator no later than _____, and e-mailed to:

info@RudeenDepositRefund.com

13. What is the effect if I exclude myself from this settlement?

If you ask to be excluded, you will not receive any payment from this settlement. Also, you cannot object to the settlement. You will not be legally bound by anything that happens in the Lawsuit. You may be able to sue (or continue to sue) the Defendant and the other Released Parties [*see #14. below*] in the future about the legal issues in this case.

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up your right to potentially sue (or continue to sue) the Defendant and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to potentially pursue your own lawsuit.

15. If I exclude myself, can I get a payment from this settlement?

No. However, if you exclude yourself, you may exercise any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Defendant and the other Released Parties.

The Lawyers Representing You

16. Do I have a lawyer in the case?

The Court appointed Shayne Sutherland of Cameron Sutherland, PLLC and Christopher Hogue of Hogue Law Firm to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel's attorneys' fees and costs, which the Defendant will pay as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will request from the Court an award of attorneys' fees and out-of-pocket litigation costs of up to thirty-three and one-third percent (33.33%) of the Settlement Fund. Class Counsel will also request up to a \$20,000 Service Award for the Plaintiff for serving as the Class Representative. These payments, along with the Settlement Administrator's costs and expenses, will be paid out of the Settlement Fund. You have the right to object to the requested attorneys' fees and costs and the Service Award.

Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees, reimbursement of costs, and for the Service Award by no later than _____ and _____, respectively. These papers will also be posted on the Settlement Website (www.RudeenDepositRefund.com).

Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court if I don't like the settlement?

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file an objection with the Court and deliver it to Class Counsel and the Defendant's counsel in the form of a signed letter saying that you object to the proposed settlement in *Thomas Silver v. Rudeen Management Company, Inc.*, No. 17-2-03103-2. You must include your name; address; telephone number; a statement indicating that you are a class member; your signature; all of the reasons why you object to the settlement, and attaching any supporting papers that you want considered for your objection; a statement of whether you intend to appear at the Fairness Hearing on your behalf or through counsel (and also filing and serving a Notice of Intention to Appear as outlined in Question 22); and the name and contact information for any attorney representing, advising, or assisting you in the preparation or

submission of your objection. If you or your attorney have objected to any class action settlement in the past, your objection must also include a statement identifying each such case by full case caption.

Your objection and any supporting papers must be filed with the Court at the following address no later than **[DATE]**:

Spokane County Superior Court
Clerk's Office
1116 W. Broadway Ave., Room 300
Spokane, WA 99260

Your objection and any supporting papers must also be delivered or postmarked by mail to Class Counsel and the Defendant's counsel at the following addresses **no later than [60 days after Class Notice deadline]**:

Shayne J. Sutherland
Cameron Sutherland, PLLC
827 W. 1st Avenue, Ste. 301
Spokane, WA 99201
Class Counsel

Christopher M. Hogue
Hogue Law Firm
827 W. 1st Ave., Ste. 301
Spokane, WA 99201
Class Counsel

Whitny L. Norton
Piskel Yahne Kovarik, PLLC
612 W. Main Ave., Ste. 207
Spokane, WA 99201
Counsel for Defendant

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you validly exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Fairness Hearing

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at _____ on _____, at the Spokane County Superior Court, Courtroom #408, 1116 W. Broadway Ave., Spokane, Washington, 99260. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Honorable Jacquelyn High-Edward may listen to people who have asked to speak at the

hearing. The Court will also consider whether to approve the requested attorneys' fees, costs, Service Award, and *cy pres* award. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that Judge High-Edward may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is filed with the Court and delivered or mailed to Class Counsel and the Defendant's Counsel as outlined above in this Notice, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a letter with the Court and mail it to Class Counsel and the Defendant's counsel saying that it is your "Notice of Intention to Appear" in "*Thomas Silver v. Rudeen Management Company, Inc.*, No. 17-2-03103-2." Be sure to include your name, address, telephone number, that you are a class member, a list of any documents you want the Court to consider, the names of any witnesses who you want to testify, and your signature. Your Notice of Intention to Appear must be filed with the Court at the address listed in Question 18 **no later than 60 days after the Notice was sent to you**. Your Notice of Intention to Appear must also be postmarked and mailed to Class Counsel's and the Defendant's Counsel's addresses listed in Question 18 **no later than 60 days after the Notice was sent to you**. You cannot speak at the hearing if you exclude yourself.

If You Do Nothing

23. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will receive a payment and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the legal issues resolved by this Settlement.

Getting More Information

24. Are there more details about the settlement?

This Notice summarizes the proposed Settlement. More details appear in the Settlement Agreement and Release of Claims (the "Agreement"). Copies of the Agreement and the pleadings and other documents relating to the case are on file at the Spokane County Superior Court, 1116 W. Broadway Ave., Room 300, Spokane, WA 99260, and may be examined and copied at any time during regular office hours at the Court. The Settlement Agreement is also available at the settlement website, www._____.com.

25. How do I get more information?

You can visit the settlement website at www.RudeenDepositRefund.com, where you will find answers to common questions about the settlement, plus other information, including a copy of the Settlement Agreement. You may also write to the Settlement Administrator, indicating that you are requesting information concerning *Thomas Silver v. Rudeen Management Company, Inc.*, No. 17-2-03103-2, at the following address:

Rudeen Settlement Administrator
P.O. Box 3637
Baton Rouge, Louisiana 70821
Re:

You should not direct questions to the Court.

Dated: _____ 2026.

By Order of the Court
CLERK OF THE COURT

DRAFT

EXHIBIT C

If you were a tenant at a Washington State residential property between August 10, 2014, and May 19, 2023, that was owned or managed by Rudeen Management Company, Inc., or where it was a landlord, and you did not receive a full and specific deposit statement and/or your entire deposit refund, please read this notice carefully.

You May Be Entitled to Benefits Under a Class Action Settlement.

The Spokane County Superior Court of Washington authorized this Notice.

This is not a solicitation from a lawyer.

A proposed settlement of a class action lawsuit relates to allegations that Rudeen Management Company, Inc. (the “Defendant”) failed to provide a full and specific deposit statement and/or deposit refund due within the legal timelines as required by Washington law. The case is known as *Thomas Silver v. Rudeen Management Company, Inc.*, No. 17-2-03103-2 in the Spokane County Superior Court (the “Lawsuit”).

What is the Lawsuit about? In the Lawsuit, Plaintiff Thomas Silver (the “Plaintiff”) claimed that the Defendant failed to provide its 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. In the Lawsuit, the Court entered an Order finding that the Defendant violated RCW 59.18.280 and was liable to pay each Class Member two (2) times the Class Member’s respective security deposit. However, to avoid the cost, uncertainty, and delay of going forward with continuing litigation and appeals concerning this Order, the parties agreed to a settlement.

With the settlement, the parties anticipate that each tenancy where a deposit was paid will receive approximately eighty percent (80%) of the deposit returned as a settlement payment. Where there was more than one tenant in a tenancy where a deposit was paid, this settlement payment amount will be divided amongst the tenants of that tenancy in equal shares. The Defendant claims it has abided by all state and federal laws. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.

Who is included? In sum, you are a Class Member if:

- (1) from August 10, 2014, to May 19, 2023, you rented a rental property then-managed or owned by the Defendant in the State of Washington where a damage and/or security deposit was paid at, or any time after, the commencement of the tenancy;
- (2) at the time you moved out of or abandoned the rental property, the Defendant was a landlord; and
- (3) where, within the statutory timeframes under RCW 59.18.280 at the time of your move-out or abandonment of the rental property, the Defendant did not send you a full and specific statement of the basis for retaining the deposit, or a portion thereof, or where the Defendant withheld all, or any portion, of the deposit.

What does the settlement provide? The Defendant has agreed to pay a total settlement amount of \$2,900,000 which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves from the Settlement, pay Class Counsel's attorneys' fees and costs, pay an incentive award to the Representative Plaintiff, and pay costs and expenses of settlement administration. Any funds that go unclaimed by Settlement Class Members will be distributed to the Legal Foundation of Washington and Inland Empire Legal Aid in equal shares as a *cy pres* distribution.

What are your options?

Do Nothing: If you do nothing, you will be eligible to receive the benefits allocated to Settlement Class Members and will be bound by the terms of the Settlement Agreement and Final Judgment.

Opt-Out or Object: If you exclude yourself (i.e., opt-out) from the settlement, you may potentially retain your right to sue the Defendant separately; however, you will not be eligible to receive any benefits. You must submit a request for exclusion. To exclude yourself from the settlement, you must send a signed letter by mail or an e-mail to the Rudeen Settlement Administrator stating that you wish to exclude yourself from the *Thomas Silver v. Rudeen Management Company, Inc.* Settlement. You must also include your name, address, telephone number, and your signature. Requests for exclusion by letter must be **postmarked no later than DATE**. Requests for exclusion by e-mail must be **received by no later than DATE**. Detailed instructions are available on the Settlement Website.

You may also object to any part of this Settlement. Details about how to object are available on the Settlement Website. Objections must be filed with the Court and mailed to both Class Counsel and the Defendant's Counsel **no later than DATE**. Detailed instructions are available on the Settlement Website.

Has the Court approved the Settlement? No. The Court will hold a Fairness Hearing on DATE, at the Superior Court of the State of Washington for the County of Spokane, 1116 W Broadway Ave., Room 408, Spokane, WA 99260, before Honorable Jacquelyn High-Edward. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have validly asked to speak at the hearing. The Court will also consider whether to approve the requested attorneys' fees, costs, and Service Award. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

How Do You Get More Information?

This Notice is only a summary. To obtain a detailed Notice of Class Action Settlement and find answers to common questions about the settlement plus other information, including a copy of the Settlement Agreement, visit www.RudeenDepositRefund.com.

EXHIBIT D

1
2
3
4
5 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SPOKANE COUNTY

6 THOMAS SILVER, an individual, and all
7 others similarly situated,

8 Plaintiff,

9 v.

10 RUDEEN MANAGEMENT COMPANY,
11 INC., a Washington corporation,

12 Defendant.

No. 17-2-03103-2

**[PROPOSED] ORDER GRANTING
STIPULATED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT**

13
14 THIS MATTER came before the Court on the parties' Stipulated Motion for Final
15 Approval of Class Settlement (the "Settlement") and Class Counsel's application for attorneys'
16 fees and expenses, and service award to the Class Plaintiff ("Fee and Expense Application"). The
17 Court has considered all papers filed and proceedings in this matter and is fully informed regarding
18 the facts surrounding the proposed Settlement. Based upon this information, the Court has
19 determined the proposed Settlement as fair, reasonable, and adequate. The Court hereby enters this
20 Final Order Approving the Class Settlement which constitutes a final adjudication on the merits
21 of all claims of the Settlement Class.

22 On _____, 2026, this Court granted preliminary approval to the proposed Settlement
23 between Plaintiff Thomas Silver and Defendant Rudeen Management Company, Inc. The
24 proposed Settlement resolves all of the Settlement Class's claims against Defendant in exchange
25 for Defendant's agreement to provide certain monetary consideration to Settlement Class Members
26 as set forth in the Settlement Agreement and Release (the "Agreement"). On _____, 2026,

27 ORDER GRANTING STIPULATED MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT

Cameron Sutherland, PLLC
827 W. 1st Ave., Ste. 301
Spokane, WA 99201
Tel: (509) 315-4507

1 this Court held a Fairness Hearing to consider whether to grant final approval to the Settlement
2 and to consider Class Counsel’s Fee and Expense Application. The Court heard from the parties’
3 counsel and others who elected to appear to voice their support for or objection to the Settlement
4 and/or the Fee and Expense Application.

5 Having read, reviewed, and considered the papers filed in support of final approval of the
6 Settlement, including supporting declarations, oral arguments of counsel, Class Counsel’s Fee and
7 Expense Application, the Agreement, the pleadings already part of the record, and further
8 considering the timely filed objections argued at the hearing, the Court finds and concludes as
9 follows:

10 1. **Definitions.** The definitions and provisions of the Agreement are incorporated in
11 this Final Judgment as though fully set forth herein.

12 2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Agreement
13 with respect to and over all parties to the Agreement, including Plaintiff and all members of the
14 Settlement Class. That Settlement Class is as certified in the Court’s Order Granting Preliminary
15 Approval of Class Settlement (“Preliminary Approval Order”):

- 16
- 17 (1) All persons who rented properties owned or managed by Rudeen in the state of
18 Washington;
 - 19 (2) Who paid a damage and/or security deposit at, or any time after, the commencement of
20 their tenancy;
 - 21 (3) Who, within the (3) years prior to the filing of this lawsuit (August 10, 2014), vacated
22 or abandoned the property through the date this Court certified the class (May 19,
23 2023);
 - 24 (4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to
25 RCW 59.18.030(16) of the subject property;
 - 26 (5) Where, fifteen (15) or more days following termination of the rental agreement and
vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or more
days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of
the deposit; and/or

1 (6) Where, within fourteen (14) days following termination of the rental agreement and
2 vacation of the premises or, if the tenant abandoned the premises, within fourteen (14)
3 days after Rudeen learned of the abandonment, the former tenant was not sent a full
4 and specific statement of the basis for retaining the deposit, or a portion thereof; or

5 (7) In circumstances arising after the term specified in RCW 59.18.280 was amended (June
6 6, 2016) from fourteen (14) days to twenty-one (21) days, then where, within twenty-
7 two (22) days following termination of the rental agreement and vacation of the
8 premises or, if the tenant abandoned the premises, twenty-two (22) or more days after
9 Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the
10 deposit; and/or

11 (8) Where, within twenty-one (21) days following termination of the rental agreement and
12 vacation of the premises, or if the tenant abandoned the premises, within twenty-one
13 (21) days after Rudeen learned of the abandonment, the former tenant was not sent a
14 full and specific statement of the basis for retaining the deposit, or a portion thereof.

15 The Settlement Class does not include persons excluded by the Court on May 23, 2025
16 and September 29, 2025, any persons who timely and validly requested exclusion from the
17 Settlement Class, nor Defendant, Defendant's employees, any person or entity that has a
18 controlling interest in Defendant, Defendant's current or former directors and officers, as well as
19 the parties' counsel and their immediate families, and the presiding Court.

20 **3. Settlement Approval.** The Court hereby grants final approval of the Settlement and
21 finds the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of
22 the Settlement Class. The Court finds the Settlement is within the authority of the parties and the
23 result of extensive arm's-length negotiations with the guidance of an experienced mediator.

24 **4. Class Certification.** This Court confirms that its certification of the Class in its prior
25 Class Certification Order (SN 95) was appropriate and makes that certification final as amended,
26 as set forth in the Court's Preliminary Approval Order.

27 **5. Exclusion from Settlement Class.** Certain members of the Settlement Class have
timely and properly requested to be excluded from the Settlement Class and the Settlement.
Exhibit A, attached hereto, lists the Settlement Class Members who timely and properly requested

1 exclusion from the Settlement Class. Accordingly, this Final Judgment shall not bind or affect
2 Settlement Class Members listed on **Exhibit A**.

3 **6. Appointment of Class Counsel and Representative Plaintiff.** The Court confirms
4 the appointment of Shayne J. Sutherland of Cameron Sutherland, PLLC, and Christopher M.
5 Hogue of Hogue Law Firm as Class Counsel. The Court confirms the appointment of Thomas
6 Silver as representative of the Settlement Class.

7 **7. Objections Overruled.** The Court has considered and hereby overrules all
8 objections brought to the Court's attention, whether properly filed or not.

9 **8. No Admission.** Neither this Final Judgment nor the Agreement is an admission or
10 concession by the Defendant of the validity of any claims or of any liability or wrongdoing or of
11 any violation of law. This Final Judgment and the Agreement do not constitute a concession and
12 shall not be used as an admission or indication of any wrongdoing, fault or omission by the
13 Defendant or any other person in connection with any transaction, event or occurrence, and neither
14 this Final Judgment nor the Agreement nor any related documents in this proceeding, nor any
15 reports or accounts thereof, shall be offered or received in evidence in any civil, criminal, or
16 administrative action or proceeding, other than such proceedings as may be necessary to
17 consummate or enforce this Final Judgment, the Agreement, and all releases given thereunder, or
18 to establish the affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of
19 claims released in the Agreement.

20 **9. Dismissal with Prejudice.** This Court hereby dismisses with prejudice all claims of
21 Settlement Class Members against Defendant within the scope of the Released Claims defined by
22 the Agreement. The Court also dismisses all other claims of the Plaintiff that were raised in the
23 Action that were not certified, with prejudice and without fees or costs to any Party.

24 **10. Release.** Plaintiff, for himself and as representative of the Settlement Class, and on
25 behalf of each Settlement Class Member who has not timely opted out and each of their respective
26 agents, successors, heirs, assigns, and any other person who can claim by or through them in any

1 manner, fully, finally, and forever irrevocably release, relinquish, and forever discharge with
2 prejudice all Released Claims against the Released Parties.

3 **11. *Injunction Against Asserting Released Claims.*** Plaintiff, all Settlement Class
4 Members, and any person or entity allegedly acting on behalf of Settlement Class Members, either
5 directly, representatively or in any other capacity, are permanently enjoined from asserting,
6 commencing, or prosecuting against the Released Parties in any action or proceeding in any court,
7 tribunal, or other forum any of the Released Claims, provided, however, that this injunction shall
8 not apply to individual claims of any Settlement Class Members listed in **Exhibit A** who timely
9 and properly requested exclusion from the Settlement Class. This injunction is necessary to protect
10 and effectuate the settlement, this Order, and to give the Court the flexibility and authority to
11 effectuate this settlement and to enter judgment when appropriate and is ordered in aid of the
12 Court's jurisdiction and to protect its judgments.

13 **12. *Class Notice.*** Eisner Advisory Group, LLC, d.b.a. EisnerAmper ("EAG"), the
14 Settlement Class Administrator approved by the Court, completed the delivery of Class Notices
15 according to the terms of the Agreement. The Class Notice given by the Class Administrator to
16 the Settlement Class, which set forth the principal terms of the Agreement and other matters, was
17 the best practicable notice under the circumstances, including individual notice to all Settlement
18 Class Members who could be identified through reasonable effort. The Class Notice program
19 prescribed by the Agreement was reasonable and provided due and adequate notice of these
20 proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties
21 entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the
22 requirements of CR 23 and the requirements of constitutional due process. The Class Notice was
23 reasonably calculated under the circumstances to apprise Settlement Class Members of the
24 pendency of this Action, all material elements of the Settlement, and their opportunity to exclude
25 themselves from, object to, and/or comment on the Settlement and appear at the Final Approval
26 Hearing. The Court has afforded a full opportunity to all Settlement Class Members to be heard.

1 Accordingly, the Court determines that all members of the Settlement Class, except those who
2 timely and properly excluded themselves from the Settlement Class, are bound by this Final
3 Judgment.

4 **13. Continuing Jurisdiction.** Without affecting the finality of this Final Judgment, the
5 Court retains continuing jurisdiction over (a) implementation of the Agreement, distribution of the
6 settlement proceeds, incentive award, and attorneys' fees and costs contemplated by the
7 Agreement, and processing of the claims permitted by the Agreement, until each and every act
8 agreed to be performed pursuant to the Agreement has been performed, and (b) all parties to this
9 Action and members of the Settlement Class for the purpose of enforcing and administering the
10 Agreement.

11 **14. Service Award.** As a service payment in compensation for the time, effort, and risk
12 he undertook as representative of the Settlement Class, the Court hereby awards \$20,000 as a
13 combined Service and statutory damage Award to Thomas Silver to be paid by the terms of the
14 Settlement Agreement.

15 **15. Class Counsel Fee and Cost Award.** The Court hereby awards attorneys' fees and
16 costs to compensate Class Counsel for their time incurred and expenses advanced. The Court has
17 concluded that: (a) Class Counsel achieved a favorable result for the Settlement Class by obtaining
18 Defendant's agreement to make available to Settlement Class Members certain monetary
19 consideration; (b) Class Counsel devoted substantial effort to pre-and post-filing investigation,
20 legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a
21 contingent-fee basis, investing significant time and accumulating costs with no guarantee that they
22 would receive compensation for their services or recover their expenses; (d) Class Counsel
23 employed their knowledge of and experience with class action litigation in achieving a valuable
24 settlement for the Settlement Class, in spite of Defendant's possible legal defenses and their
25 experienced and capable counsel; (e) Plaintiff has reviewed the Agreement and has been informed
26 of the Fee and Expense Application and has approved; (f) the Class Notice informed Settlement

1 Class Members of Class Counsel's fee and cost request under the Agreement; (g) Class Counsel's
2 request for a 33.33% attorney fee award of the common fund created was reasonable and
3 appropriate; and (h) Class Counsel filed and posted their Fee and Expense Application in time for
4 Settlement Class Members to make a meaningful decision whether to object to it. For these
5 reasons, the Court hereby approves Class Counsel's Fee and Expense Application and awards
6 Class Counsel fees in the total amount of \$966,667, and costs in the total amount of \$_____ to
7 be paid in accordance with the Settlement Agreement. All such fees are in lieu of statutory or other
8 fees that Plaintiff and/or the Settlement Class might otherwise have been entitled to recover.

9 **16. Payment of Settlement Administrator Costs and Disbursement of Funds to**
10 **Settlement Class Members Who Did Not Exclude Themselves and Cy Pres.** The Defendant has
11 paid the Settlement Administrator all reasonable costs and fees incurred for all costs of notice and
12 claims administration incurred for this Action, according to the Agreement. The Settlement
13 Administrator shall also cause the distributions to Settlement Class Members and *cy pres* recipients
14 as required by the Agreement.

15 **17. Payment Timing.** Distributions to Settlement Class Members, and payments of
16 Class Counsel's attorneys' fees and costs, the class representative service award, and *cy pres*
17 amounts afforded to them in this Order, shall be distributed in accordance with and at the times
18 prescribed by the Agreement.

19 **IT IS SO ORDERED.**

20 ENTERED: _____

21
22 _____
HONORABLE JACQUELYN HIGH-EDWARD

1 ***Presented by:***

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18 ***Stipulated to by:***

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