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

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

12 Plaintiff,

13 vs.

14 RUDEEN MANAGEMENT COMPANY,  
15 INC., a Washington corporation,

16 Defendant.

Case No.: 17-2-03103-2

**MEMORANDUM IN SUPPORT OF  
STIPULATED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

17 **I. NATURE OF THE CASE AND PLAINTIFF'S CLAIMS**

18 Class Plaintiffs' Representative, Thomas Silver, on behalf of himself and all others  
19 similarly situated, commenced this lawsuit (the "Action") against Defendant Rudeen Management  
20 Company, Inc. ("Rudeen") on August 10, 2017, alleging violations of the Washington Residential  
21 Landlord Tenant Act, RCW 59.18, *et seq.*, ("RLTA"). (Sub Number "SN" 1). The alleged  
22 violations arose from Rudeen's alleged practice of failing to comply with RCW 59.18.280's

1 requirements for sending full and specific deposit disposition statements and/or refunds due to  
2 former tenants within the statutorily required time limits. (SN 1, SN 8).

3 On June 26, 2018, the originally assigned judge dismissed the case based on an erroneous  
4 application of RCW 4.16, *et seq.*, and awarded Rudeen \$15,193.00 in costs and attorney fees. (SN  
5 35). Division III Court of Appeals affirmed the trial court, erroneously finding that Mr. Silver’s  
6 action was subject to a two-year statute of limitations, rather than three-years for “taking,  
7 detaining, or injuring personal property, including an action for the specific recovery thereof.”  
8 RCW 4.16.080. Ultimately, the Washington Supreme Court, in a unanimous decision, reversed the  
9 lower courts on the issue of statute of limitations, while also emphasizing the importance of class  
10 action litigation in this case and all others like it. *Silver v. Rudeen Mgmt. Co., Inc.*, 197 Wn.2d 535  
11 (2021) (stating that the availability of collective class litigation, double damages, and shifting  
12 attorneys’ fees are important in these types of cases “to hold landlords accountable to respecting  
13 tenants’ rights” at 548).

14 Upon remand, in May of 2021, Mr. Silver served Defendant Rudeen with his first set of  
15 interrogatories and requests for production. Nearly two years later, this Court entered an Order on  
16 January 9, 2023, compelling production, followed by an Order on May 26, 2023, to compel  
17 compliance with the same. (SN 71, 88). The Court’s Order compelling compliance imposed  
18 sanctions of \$200.00 per day for each day Rudeen continued to not provide complete answers to  
19 Mr. Silver’s outstanding discovery. (SN 88).

20 Approximately six months later, on June 9, 2023, this Court certified this matter as a class  
21 action. (SN 95). In that Order, the Court certified the following class:

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

- 1 (2) Who paid a damage and/or security deposit at, or any time after, the commencement of  
2 their tenancy;
- 3 (3) Who, within the (3) years prior to the filing of this lawsuit (August 10, 2014), vacated  
4 or abandoned the property through the date this Court certified the class (May 19,  
5 2023);
- 6 (4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to  
7 RCW 59.18.030(16) of the subject property;
- 8 (5) Where, fifteen (15) or more days following termination of the rental agreement and  
9 vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or more  
10 days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of  
11 the deposit; and/or
- 12 (6) Where, within fourteen (14) days following termination of the rental agreement and  
13 vacation of the premises or, if the tenant abandoned the premises, within fourteen (14)  
14 days after Rudeen learned of the abandonment, the former tenant was not sent a full  
15 and specific statement of the basis for retaining the deposit, or a portion thereof; or
- 16 (7) In circumstances rising after the term specified in RCW 59.18.280 was amended (June  
17 6, 2016) from fourteen (14) days to twenty-one (21) days, then where, within twenty-  
18 two (22) days following termination of the rental agreement and vacation of the  
19 premises or, if the tenant abandoned the premises, twenty-two (22) or more days after  
20 Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of the  
21 deposit; and/or
- 22 (8) Where, within twenty-one (21) days following termination of the rental agreement and  
23 vacation of the premises, or if the tenant abandoned the premises, within twenty-one  
24 (21) days after Rudeen learned of the abandonment, the former tenant was not sent a  
25 full and specific statement of the basis for retaining the deposit, or a portion thereof.
- (SN 95).

Excluded from the class were any persons who timely and validly requested exclusion from the Class, Rudeen, its current and former directors and officers, and any person that has a controlling interest in Rudeen, as well as the parties' counsel and their immediate families and the presiding Court. (SN 95). The Court also appointed Thomas Silver as Class Representative and Shayne J. Sutherland of Cameron Sutherland, PLLC, and Kirk D. Miller of Kirk D. Miller, P.S., as class counsel. (SN 95).

1 In its Class Certification Order, the Court ordered Rudeen to provide the names and contact  
2 information of the class members within 30 days, which Rudeen failed to comply with, along with  
3 Rudeen’s continued failure to respond to Mr. Silver’s initial discovery requests. (SN 95). On  
4 August 18, 2023, the Court entered the parties’ Agreed Order of Default. (SN 112).

5 The Agreed Order of Default held Rudeen liable for violating RCW 59.18.280 as to Mr.  
6 Silver and the Class. (SN 112). It awarded all class members damages in the amount of two times  
7 their respective deposits. (*Id.*). It created a presumptive class of all Rudeen’s former tenants from  
8 August 10, 2014, to May 19, 2023. (*Id.*). The Default Order increased daily sanctions from \$200  
9 to \$2,000 per day (payable to the Spokane County Bar Association’s Volunteer Lawyers Program)  
10 for each day that Rudeen failed to comply with the Court’s prior discovery orders. (*Id.*). The Order  
11 also appointed Postlethwaite and Netterville (P&N), now known as EisnerAmper Group, LLC  
12 (“EAG”), as the class administrator, and ordered Rudeen to pay all class administration costs. (*Id.*).

13 After an October 4, 2023, agreed order extending the class action deadlines was entered  
14 (SN 116), on November 30, 2023, Rudeen filed a notice of withdrawal and substitution of counsel,  
15 wherein Piskel Yahne Kovarik, PLLC substituted for attorney Timothy Durkop. (SN 117). Next,  
16 Rudeen and its new counsel filed a motion to stay the proceedings and stay the imposition of  
17 sanctions, which was granted by this Court on January 29, 2024. (SN 136). Rudeen then filed a  
18 Motion to Set Aside the Default Sanctions and Stay based on the performance of its former counsel  
19 (SN 143, 144), which this Court ultimately denied on March 25, 2024. (SN 161). Further litigation  
20 and motions ensued, including but not limited to several motions concerning the ultimate  
21 composition of the class, an unsuccessful motion to modify and decertify the class (SN 245, SN  
22 246, SN 259), and two denied interlocutory appeals. (SN 210, SN 295). Meanwhile, on July 22,

23 2024, this Court approved Plaintiff’s Motion to Substitute Christopher M. Hogue as additional

1 Class Counsel for Kirk D. Miller,<sup>1</sup> finding Mr. Hogue qualified given his prior class action  
2 experience and expertise. (SN 206).

3 In the Court’s November 12, 2024, Order Denying Reconsideration, the Court reiterated  
4 that all of Rudeen’s former tenants who did not receive a 100 percent, dollar-for-dollar refund of  
5 their original deposits within the class period were class members. (SN 212). On May 23, 2025  
6 and again on September 29, 2025 the Court excluded a number of individuals from the class.

7 On October 10, 2025, this Court entered a class administration scheduling order. (SN 290).  
8 With the identities of class members finally determined and class notice on the verge of  
9 dissemination, the parties agreed to participate in mediation before Honorable Maryann Moreno  
10 (Ret.) on December 17, 2025. (Sutherland Dec. ¶ 5). The parties, through that all-day mediation  
11 session, were able to come to settlement terms to resolve this matter fully and finally with the  
12 payment of substantial relief to all of the approximate 7,825 members of the class. (Sutherland  
13 Dec. ¶¶ 5, Ex. 1, 6, 7).

14 The parties and their respective Counsel have concluded that a settlement is in the best  
15 interest of the parties and the settlement class. (Sutherland Dec. ¶ 6). The terms set forth in the  
16 Agreement are fair, reasonable, and adequate, and it is in the parties’ best interest to settle on the  
17 terms set forth in the Agreement. (Sutherland Dec., ¶ 6). The Final Settlement Agreement and  
18 Release of Claims, with attachments, is attached to the contemporaneously filed Declaration of  
19 Class Counsel Shayne J. Sutherland in support of this Motion as Exhibit 1.

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23 <sup>1</sup> Former Class Counsel, Mr. Miller, passed away during the litigation of this matter in December  
of 2023. (SN 174).

1 **II. RELIEF REQUESTED**

2 With this stipulated Motion, the parties request that the Court enter an Order (A)  
3 preliminarily approving the Class Settlement as fair, reasonable, and adequate, (B) approving the  
4 proposed class notices; and (C) entering a class action scheduling order which sets a final fairness  
5 hearing.

6 **III. LEGAL ARGUMENT**

7 **A. The Parties’ Class Settlement Agreement is Fair, Reasonable, and Adequate.**

8 After a class has been certified, in order to settle a putative class action a court must find  
9 that the settlement agreement reached is fair, adequate, and reasonable, and enter preliminary  
10 approval of the settlement agreement. *Lane v. Facebook, Inc.*, 696 F.3d 811 (9th Cir. 2012);  
11 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2002) (both analyzing FRCP 23(e)). Thereafter,  
12 notice and opportunity to object and opt-out must be given to all class members. Finally, the court  
13 must conduct a fairness hearing and, in order to approve the final settlement, make specific  
14 findings regarding the adequacy and fairness of the proposed settlement. *Staton*, 327 F.3d at 952.

15 *1. Standard of Review for Class Action Settlements.*

16 A court’s approval of a class-action settlement must be accompanied by a finding that the  
17 settlement is “fair, reasonable, and adequate.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 818 (9th Cir.  
18 2012). “[T]he [] court [] must evaluate the fairness of a settlement as a whole, rather than assessing  
19 its individual components.” *Id.* “[T]he question whether a settlement is fundamentally fair within  
20 the meaning of Rule 23(e) is different from the question whether the settlement is perfect.” *Id.* at  
21 819. Although CR 23 imposes strict procedural requirements on the approval of a class settlement,  
22 a court's only role in reviewing the substance of that settlement is to ensure that it is “fair, adequate,  
23 and free from collusion.” *Id.* The court must determine the fundamental fairness, adequacy, and

1 reasonableness of the settlement taken as a whole. *Evans v. Jeff D.*, 475 U.S. 717, 726–27 (1986).  
2 “The trial court should not make a proponent of a proposed settlement justify each term of  
3 settlement against a hypothetical or speculative measure of what concessions might [be] gained.”  
4 *Access Now, Inc. v. Claire’s Stores, Inc.*, 2002 WL 1162422, at 4 (S.D. Fla. May 7, 2002).  
5 Significant weight should be given “to the belief of experienced counsel that settlement is in the  
6 best interest of the class.” *Austin v. Pennsylvania Dep’t. of Corrections*, 876 F. Supp. 1437, 1472  
7 (E.D. Pa. 1995). Generally, a proposed settlement will be preliminarily approved unless it is  
8 outside the range of reasonableness or appears to be the product of collusion, rather than arms-  
9 length negotiation. *See Officers for Justice v. Civil Serv. Comm’n of San Francisco*, 688 F.2d 615,  
10 625 (9th Cir. 1982).

11         The primary question raised by a request for preliminary approval is whether the proposed  
12 settlement is “within the range of possible approval.” *See* MANUAL FOR COMPLEX  
13 LITIGATION (THIRD) § 30.41, at 237; *accord, e.g., Alaniz v. California Processors, Inc.*, 73  
14 F.R.D. 269, 273 (N.D. Cal. 1976). “[T]his determination is similar to a determination that there is  
15 ‘probable cause’ to think the settlement is fair and reasonable.” *Id.* at 273.

16         To guide courts in assessing the fairness and reasonableness of a proposed settlement, the  
17 Ninth Circuit has identified several factors to employ, which may include, among others, some or  
18 all of the following: the strength of plaintiff’s case; the risk, expense, complexity, and likely  
19 duration of further litigation; the risk of maintaining class action status throughout the trial; the  
20 amount offered in settlement; the extent of discovery completed, and the stage of the proceedings;  
21 the experience and views of counsel; the presence of a governmental participant; and the reaction  
22 of the class members to the proposed settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026

1 (9th Cir. 1998); *Smith v. Mulvaney*, 827 F.2d 558, 562 n.3 (9th Cir. 1987); *see also* Fed R. Civ. P.  
2 23(e)(2) (listing similar factors).

3 2. *The Agreement is the Result of Arm's Length, Non-Collusive Negotiations and is*  
4 *Presumptively Fair.*

5 Preliminary approval “establishes an initial presumption of fairness when the court finds  
6 that: (1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the  
7 proponents of the settlement are experienced in similar litigation.” *In re General Motors Corp.*  
8 *Pick-Up Truck Prod. Liab. Litig.*, 55 F.3d 768, 785 (3rd Cir. 1995). Further, “[a]rm’s length  
9 negotiations conducted by competent counsel constitute prima facie evidence of fair settlements.”  
10 *Ikuseghan v. Multicare Health Sys.*, No 3:14-cv-05539-BHS, 2016 WL 3976569, \*3 (W.D. Wash.  
11 July 25, 2016); *see also Ortiz v. Fiberboard Corp.*, 527 U.S. 815, 852 (1999) (“[O]ne may take a  
12 settlement amount as good evidence of the maximum available if one can assume that parties of  
13 equal knowledge and negotiating skill agreed upon the figure through arms-length bargaining.”).

14 The proposed Settlement in this case was reached after extensive investigation, motion  
15 practice, litigation, and negotiations, including formal mediation administered by retired Spokane  
16 County Superior Court Judge Maryanne Moreno. (Sutherland Dec. ¶¶ 4, 5, 6). The parties’  
17 attorneys negotiated the Agreement with the benefit of many years of prior class action experience,  
18 a solid understanding of the facts and law of this case, and the assistance and guidance of an  
19 objective, third-party mediator. (Sutherland Dec. ¶¶ 2, 3, 5, 6). The recommendation of  
20 experienced counsel weighs in favor of granting approval and creates a presumption of  
21 reasonableness. *See Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 257 (N.D. Cal. 2015)  
22 (“The trial court is entitled to, and should, rely upon the judgment of experienced counsel for the  
23 parties.”) (citation omitted).

1 Here, the parties' respective counsel agree that in light of all the facts and circumstances  
2 this case presents, the Settlement Agreement reached in this matter is fair and reasonable. They  
3 ask the Court to preliminarily determine the same.

4 3. The Relief Provided by the Settlement is Adequate Considering the Strength of  
5 Plaintiff's Case, the Risk, Cost and Delay of Appeal, and Rudeen's Ability to Pay a  
6 Higher Amount.

7 Rudeen's agreement to pay \$2,900,000 to settle this case is more than adequate given the  
8 risks and delay of continued litigation. *Berry v. School Dist. of Benton Harbor*, 184 F.R.D. 93, 98  
9 (W.D. Mich. 1998). (“[O]ne of the most important factors in assessing the fairness of a settlement  
10 agreement is the strength of the plaintiffs' case on the merits balanced against the relief offered in  
11 the settlement.”).

12 The monetary benefits of the settlement alone, which will pay each Class Member tenancy  
13 approximately 80% of the tenancies' deposits, which is 40% of the maximum damages under RCW  
14 59.18.280 when the maximum statutory damage is factored in (doubling of the deposit is included),  
15 and which exceeds similar settlements approved by other courts. *See Cavnar v. BounceBack, Inc.*,  
16 No. 2:45-CV-235-RMP, ECF No. 154 (E.D. Wash. Sept. 15, 2015) (approving settlement  
17 providing 15.6% of alleged unlawful collection fees paid by class members alleging FDCPA and  
18 Consumer Protection Act violations); *Estate of Brown v. Consumer Law Assocs.*, No. , 2013 EL  
19 2285368, at \*3 (E.D. Wash. May 23, 2013) (approving settlement of class claims under the  
20 Consumer Protection Act, paying class members an estimated 30% of funds collected for  
21 challenged debt adjusting practices); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir.  
22 2000) (affirming the district court's approval of a settlement estimated to be worth between  
23 16.67% and 50% of class members' estimated loss); (Sutherland Dec. ¶ 7).

1 Furthermore, the above monetary relief is in addition to the partial refunds that many of  
2 the Class Members have already received from Rudeen over the last eight or more years.  
3 (Sutherland Dec. ¶ 7). As such, with the addition of these class funds, many Class Members or  
4 Class Member tenancies will be receiving a sum equal to or more than their original deposits.

5 Although Mr. Silver is confident in the strength of his case, and prior rulings of this Court  
6 and other courts that previously presided over this case, he is also pragmatic about the risks  
7 inherent in litigation and various defenses available to Rudeen on any potential appeal. Although  
8 liability has been established and damages awarded under an agreed Order of Default, absent this  
9 Settlement, Mr. Silver would still have years of litigation to overcome several arguments Rudeen  
10 intended to make on appeal. Those arguments, if even partially successful, could substantially  
11 reduce the number of class members receiving relief in this settlement and the amount of relief  
12 itself. (Sutherland Dec. ¶ 8). Furthermore, even if an appeal by Rudeen was unsuccessful, there  
13 would not only be the added delay in getting class members relief, as the appeals process can take  
14 a year or longer in and of itself, but there would also be the legitimate risk that Rudeen would  
15 bankrupt all or part of a judgment entered against it. (Sutherland Dec. ¶ 6, 8).

16 Litigating this case to trial and through any appeals would be expensive and time-  
17 consuming and would present risk to both parties. The Agreement, by contrast, provides prompt  
18 and certain relief for class members. *See Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 966 (9th  
19 Cir. 2009); *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)  
20 (“The Court shall consider the vagaries of litigation and compare the significance of immediate  
21 recovery by way of the compromise to the mere possibility of relief in the future, after protracted  
22 and expensive litigation.”) (citation omitted).

1 Here, Mr. Silver and Class Counsel’s decision to settle was formed by extensive  
2 investigation, litigation, and negotiations with Rudeen. (Sutherland Dec. ¶¶ 4-6). The settlement  
3 negotiations were conducted at arm’s length between experienced counsel for both parties, with  
4 the guidance and expertise of a qualified mediator, retired judge in Maryann Moreno. (Sutherland  
5 Dec. ¶¶ 5, 6). Class Counsel carefully explained the above risks as well as the proposed benefits  
6 and drawbacks of the settlement with Mr. Silver. After Mr. Silver considered all of the above,  
7 while still remaining conscious of his duty to the certified class, determined this Settlement is in  
8 the best interest of the Class. (Sutherland Dec. ¶ 6).

9 Furthermore, in this settlement, Class Settlement Members must affirmatively opt-out of  
10 the Agreement to not receive payment. (Sutherland Dec. ¶ 9). This process, versus one where Class  
11 Members would have to opt-in by submitting a claim form, assures many more Class Members  
12 will receive monetary compensation. (Sutherland Dec. ¶ 9). All unclaimed funds by Class  
13 Members will result in generous *cy pres* contributions to the Washington non-profits of The Legal  
14 Foundation of Washington and Inland Empire Legal Aid. (Sutherland Dec. ¶ 9).

15 4. Class Counsel will Request Approval of a Fair and Reasonable Attorneys’ Fee and  
16 Service Award to Mr. Silver.

17 Class Counsel intends to request an award of attorneys’ fees of not more than \$966,667  
18 (33.33% of the \$2,900,000 common fund), plus reimbursement of costs to compensate them for  
19 the work performed on behalf of the Class and out-of-pocket expenses they have incurred in  
20 prosecuting this action for nine years. (Sutherland Dec. ¶¶ 4, 13). Class Counsel will also request  
21 a combined statutory damage and service award of no more than \$20,000 to Mr. Silver for his  
22 dedicated service to this lawsuit and the class over the last nine years. (Sutherland Dec. ¶¶ 4, 12).  
23 They will do so by preparing and filing a motion for an award of attorneys’ fees within thirty (30)

1 days after this Court enters a preliminary approval order in this matter. This motion will be posted  
2 on the Settlement Website at least 30 days before the deadline for class members to opt-out or  
3 object to the Settlement. (Sutherland Dec. ¶ 13). Rudeen has agreed that both the proposed attorney  
4 fee and the proposed service award to Mr. Silver are reasonable and not to contest Class Counsel's  
5 motion for attorney's fees and costs and the service award to Mr. Silver. (Sutherland Dec. ¶¶ 12,  
6 13).

7 The attorneys' fees and costs Class Counsel seek are reasonable under the circumstances  
8 of this case. *See In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011)  
9 (requiring that any attorneys' fee awarded be reasonable). District Courts have discretion to use  
10 either the percentage-of-the-fund or the lodestar method to calculate a reasonable attorneys' fee  
11 from a common fund established by a class action settlement. *Vizcaino v. Microsoft Corp.*, 290  
12 F.3d 1043, 1047 (9th Cir. 2002). In Washington state, courts use the percentage of the fund method  
13 when a common fund is created. *Bowles v. Dep't. of Ret. Sys.*, 121 Wn.2d 52, 72, 847 P.2d 440  
14 (1993) (Supreme Court held that, where attorneys create a common fund or benefit, they are  
15 entitled to collect attorneys' fees from that fund). Here, Class Counsel will seek attorneys' fees of  
16 33.33% of the common fund, and a service award of \$20,000 to Mr. Silver, which are reasonable  
17 given the facts, circumstances, and duration of this case.

18 5. Conclusion- The Court should Preliminarily Approve the Parties' Settlement  
19 Agreement.

20 Based on the foregoing, the parties respectfully submit that the proposed Settlement  
21 Agreement satisfies all of the relevant legal standards for preliminary approval under CR 23. The  
22 Agreement is fair considering the amount of the recovery for the Class and the cost and risks of  
23 further litigation in this matter. The Agreement resulted from intensive, extended arm's-length

1 negotiations, and it reflects a reasonable compromise based on interests of the Class and the risks  
 2 and expense of further litigation. All attorneys' fees, class representative fees, and class  
 3 administration costs are being paid from the fund established by Rudeen. (Sutherland Dec. ¶¶ 10,  
 4 12, 13).

5 **B. The Court Should Approve the Proposed Class Notices.**

6 The parties request the Court approve the proposed class notices attached to the Settlement  
 7 Agreement as Exhibits B and C. (Sutherland Dec., ¶ 5, Exs. B and C to Ex. 1). The class notices  
 8 are part of a notice program designed to ensure the maximum number of class members are notified  
 9 of the parties' Settlement and the procedures going forward. (Sutherland Dec. ¶ 5, Ex. 1). As part  
 10 of the Settlement Agreement, Rudeen has agreed to pay all costs necessary to administer the Class.  
 11 (Sutherland Decl. ¶ 10).

12 **C. The Court Should Enter a Class Administration Scheduling Order and Set a  
 13 Final Approval Hearing.**

14 As set forth in the parties' proposed preliminary approval order, the parties suggest the  
 15 following case administration deadlines:

Action	Date
Rudeen to Provide Settlement Funds to Class Administrator	Within 15 days after entry of the Preliminary Approval Order
Deadline for Delivering Class Notice	Within 30 days after entry of the Preliminary Approval Order
Class Counsel's Fee and Costs Motion Submitted	Within 30 days after entry of the Preliminary Approval Order
Exclusions and Objections Deadline	60 days after class notice is disseminated
Final Settlement Hearing and Approval Order Entered	At the Court's discretion (approx. 120 days from entry of Preliminary Approval Order)
Final Approval Motion Notice Deadline	Within 14 days of Final Approval Hearing Date
Distribution Date	Within 60 days following Final Approval

1 The final approval hearing should be set approximately 120 days after the Court enters an  
2 Order preliminarily approving the parties' Class Action Settlement. The final approval hearing  
3 should be set with oral argument.

4 **IV. CONCLUSION**

5 The parties respectfully request that the Court grant their stipulated motion preliminarily  
6 approving the parties' Class Action Settlement as fair and reasonable. They also request the Court  
7 approved the proposed class notices to be sent to members of the settlement class, and setting a  
8 final fairness hearing approximately 120 days from the entry of the Proposed Order Preliminarily  
9 Approving the Class Action Settlement.

10 DATED this 27th day of February 2026.

11 CAMERON SUTHERLAND, PLLC &  
12 HOGUE LAW FIRM

13 s/ Christopher Hogue  
14 Shayne J. Sutherland, WSBA #44593  
15 Christopher M. Hogue, WSBA #48041  
16 Attorneys for Plaintiff and Class

17 PISKEL YAHNE KOVARIK, PLLC

18 s/ Whitney Norton  
19 Ryan D. Yahne, WSBA #35063  
20 Whitney L. Norton, WSBA #46485  
21 William B. Emmal, WSBA #58261  
22 Attorneys for Defendant

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  
5 612 W. Main Ave., Ste. 207  
6 Spokane, WA 99201  
7 Attn:  
8 Ryan D. Yahne  
9 Whitney Norton  
10 William Emmal

First Class U.S. Mail  
X E-Mail:  
wnorton@pyklawyers.com;  
wemmal@pyklawyers.com;  
ryahne@pyklawyers.com  
 Hand Delivery  
 Next Day Air

11 DATED this 27th day of February 2026.

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