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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 - STIPULATED

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
- 16 (2) Who paid a damage and/or security deposit at, or any time after, the commencement of
their tenancy;
- 17
- 18 (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);
- 19
- 20 (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;
- 21
- 22 (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
23 days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of
the deposit; and/or
- 24
- 25 (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)
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 3/17, 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 4/1, 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 4/1, 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 5/29,
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 5/29, 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:**

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18 **Stipulated to by:**

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