

**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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		<b>DEADLINE</b>
<b>DO NOTHING</b>	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.	<b>No Deadline</b>
<b>EXCLUDE YOURSELF</b>	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.	<b>May 29, 2026</b>
<b>OBJECT</b>	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.	<b>May 29, 2026</b>
<b>GO TO THE HEARING</b>	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.	<b>July 31, 2026</b>

- 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](http://www.RudeenDepositRefund.com)***

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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](http://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 Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves

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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, 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. 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 by May 29, 2026, you are eligible to receive a payment. The Court will hold a hearing on **July 31, 2026 at 11:00 a.m. PST**, to decide whether to give 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 **July 31, 2026 at 11:00 a.m. PST**, 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 May 29, 2026**, 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 **May 29, 2026**, and e-mailed to:

[info@RudeenDepositRefund.com](mailto: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 **July 17, 2026** and **April 1, 2026**, respectively. These papers will also be posted on the Settlement Website ([www.RudeenDepositRefund.com](http://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 **May 29, 2026**:

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 May 29, 2026**:

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 **11:00 a.m. PST on July 31, 2026**, 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 May 29, 2026**. 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 May 29, 2026**. 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.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com).

**25. How do I get more information?**

You can visit the settlement website at [www.RudeenDepositRefund.com](http://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

**You should not direct questions to the Court.**

**Questions? Visit [www.RudeenDepositRefund.com](http://www.RudeenDepositRefund.com)**