

RECEIVED

JUL 17 2026

**SUPERIOR COURT
ADMINISTRATORS OFFICE**

COPY
Original Filed

JUL 17 2026

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

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

Plaintiff,

vs.

RUDEEN MANAGEMENT COMPANY,
INC., a Washington corporation,

Defendant.

Case No.: 17-2-03103-2

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

I. INTRODUCTION

The parties, Plaintiff Thomas Silver and Defendant Rudeen Management Company, Inc. ("Rudeen") jointly submit this Motion for Final Approval of their Class Action Settlement. The parties have achieved an excellent result for the Settlement Class¹ and believe the Settlement is fair, adequate, and reasonable. The Settlement Class Members' response to the Settlement shows that they agree. The deadline for Settlement Class Members to object or exclude themselves has passed. (SN 303, ¶ 12(d) and (e); Declaration of Ryan Aldridge Regarding Notice and Settlement Administration "Aldridge Decl.", ¶¶ 15, 16). As such, of the 7,624 Settlement Class Members who received notice, none filed an objection to or requested exclusion from the Settlement.

¹ Terms capitalized herein are done so for purposes of consistency with defined terms in the parties' Settlement Agreement.

COPY

1 (Sutherland Declaration ISO of Pl.'s Mot. for Final Approval of Class Action Settlement
2 ("Sutherland Decl."), ¶ 8; Aldridge Decl., ¶¶ 14 - 16). Given the Settlement's substantial
3 monetary relief, the proposed Settlement is fair, reasonable, and adequate.

4 The Notice Program approved by the Court and implemented by EisnerAmper Group
5 ("EAG") was effective and satisfies due process. Out of 7,813 total possible Settlement Class
6 Members, 7,624 had deliverable email or mail addresses, resulting in an outstanding 97.6%
7 Notice reach success rate. (Aldridge Decl., ¶ 14, and ¶ 14 at fn 2). As no Settlement Class
8 Member requested exclusion from the Settlement, a total of 7,624 Class Members will be issued
9 proportionate payment shares of approximately 80% of the original tenancy deposits. (Sutherland
10 Decl., ¶ 8; Aldridge Decl., ¶¶ 14 - 16).

11 Because the requirements of CR 23 are satisfied, the parties request the Court grant final
12 approval of the Settlement by: (A) determining that adequate notice was provided to the
13 Settlement Class; (B) determining the Settlement was fair, adequate, and reasonable; (C) finally
14 approving the Settlement Class and Settlement Agreement; and (D) granting Class Counsel's
15 request for the uncontested and agreed-to amounts of \$966,667 in attorneys' fees, \$2,907.82 in
16 direct litigation costs, a service award of \$20,000 to Class Representative Silver, and directing
17 EAG to distribute the Settlement Funds in accordance with the parties' Settlement Agreement.

18 II. FACTS AND EVIDENCE RELIED UPON

19 On March 3, 2026, this Court granted the parties' Stipulated Motion for Preliminary
20 Approval of the Settlement reached between Plaintiff Silver and Defendant Rudeen. (SN 303).
21 The Settlement required Rudeen to pay \$2,900,000 into a Settlement Fund to be paid to
22 Settlement Class Members, after deducting Settlement Costs from the Settlement Fund
23 including: (1) costs associated with administration of the Settlement, including emailing and

1 mailing notices, and printing and mailing Settlement Award checks to Settlement Class
2 Members; (2) an award of attorneys' fees and costs to Class Counsel; and (3) an incentive award
3 to Class Representative Silver up to agreed maximum amounts, as approved by the Court. (SN
4 302, ¶ 5, Ex. 1, ¶¶ 7, 10, 12-13).

5 The Settlement Administrator emailed and mailed Class Notice in accordance with the
6 Notice Program approved by the Court. (Aldridge Decl., ¶¶ 6-9, 14). The deadline for Settlement
7 Class Members to object or exclude themselves from the Settlement has passed. (SN 303, ¶
8 12(d), (e); Aldridge Decl., ¶¶ 15, 16). No Settlement Class Members objected to or excluded
9 themselves from the Settlement. (Aldridge Decl., ¶¶ 15, 16). Class Counsel filed their Motion for
10 Award of Attorneys' Fees, Costs, and Service Award to the Class Representative in accordance
11 with the deadlines set forth in the Court's Preliminary Approval Order. (SN 303, ¶ 12(c); SN
12 304-309). No Settlement Class Member objected to the amounts requested for attorneys' fees
13 and costs or the service award. (Aldridge Decl., ¶ 16; Sutherland Decl., ¶ 8).

14 Plaintiff Silver and Defendant Rudeen's Stipulated Motion relies upon the following
15 pleadings and evidence previously filed with this Court:

- 16 1. SN 299 and 300 (Motion and Memorandum in Support of Stipulated Motion for
17 Preliminary Approval of Class Settlement);
- 18 2. SN 302 (Declaration of Class Counsel Shayne J. Sutherland in Support of Stipulated
19 Motion for Preliminary Approval of Class Settlement);
- 20 3. SN 304 and 305 (Motion and Memorandum in Support of Plaintiff's Unopposed Motion
21 for Award of Attorneys' Fees and Costs, and Service Award);
- 22 4. SN 306 (Declaration of Attorney Brian Cameron Re: Attorneys' Fees);

5. SN 307 (Declaration of Shayne J. Sutherland in Support of Plaintiff's Unopposed Motion for Award of Attorneys' Fees and Costs, and Service Award);
6. SN 308 (Declaration of Attorney Christopher Hogue Re: Attorneys' Fees and Costs);
7. SN 309 (Declaration of Kammi Mencke Smith In Support of Kirk Miller (Deceased) Fee and Expense Application);
8. SN 310 (Declaration of Whitney L. Norton In Support of Motion to Vacate Discovery Sanctions);
9. The contemporaneously filed Declaration of Shayne J. Sutherland in Support of Stipulated Motion for Final Approval of Class Settlement; and
10. The contemporaneously filed Declaration of Ryan Aldridge Regarding Notice and Settlement Administration.

III. AUTHORITY AND ARGUMENT

CR 23 is nearly identical to its federal counterpart, FRCP 23, and thus, federal cases interpreting the analogous federal provision are highly persuasive. *Brown v. Brown*, 6 Wn. App. 249, 252 (1971). FRCP 23(e) requires the Court to direct notice in a reasonable manner to Class Members bound by the Settlement and to determine whether the Settlement is fair, reasonable, and adequate. FRCP 23(e)(1)-(2). "The primary concern of this subsection is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn. 2d 178, 188 (2001).

////

////

////

1 **A. The Notice Program Ordered by the Court Was Completed and Is Constitutionally**
2 **Sound.**

3 This Court previously determined that the Notice Program proposed by the parties meets
4 the requirements of due process and applicable law, provides the best notice practicable under
5 the circumstances, and constitutes due and sufficient notice to all individuals entitled thereto.
6 (SN 303, ¶ 7).

7 After the Court entered the Preliminary Approval Order, EAG fully executed the Notice
8 Program. (Aldridge Decl., ¶¶ 5-9, 14). Rudeen initially provided EAG with 7,825 records
9 pertaining to the Settlement Class Members. (Aldridge Decl., ¶ 5). After processing and de-
10 duplicating the data, EAG determined that there were 7,813 unique Class Members, of which
11 6,248 had an email address sufficient to send and receive email Notice. (Aldridge Decl., ¶¶ 5, 6).
12 Ultimately, 5,298 email Notices were successfully delivered. (Aldridge Decl., ¶ 6).

13 For those Class Members without a valid email address, EAG mailed Postcard Notice via
14 First-Class Mail. (Aldridge Decl., ¶ 7). After conducting a comprehensive National Change of
15 Address search to update mailing addresses and verifying mailing addresses through the Coding
16 Accuracy Support System (“CASS”) and the quality of zip codes through Deliver Point
17 Validation (“DPV”), EAG caused 1,565 Postcard Notices to be mailed initially. (Aldridge Decl.,
18 ¶¶ 8, 9). After subsequent rounds of re-mailing for initial undelivered notices, which included
19 using forwarded addresses provided by USPS and skip trace searches, EAG was able to
20 successfully deliver 2,326 Postcard Notices. (Aldridge Decl., ¶¶ 9, 14). In total, through EAG’s
21 efforts, 7,624 Notices (97.6%) were delivered to Class Members. (Aldridge Decl., ¶ 14).

22 In performing its Class Administrator role, EAG established a Settlement Website, where
23 Settlement Class Members could obtain information about the Settlement and view relevant
24 pleadings including the parties’ motions and supporting pleadings for preliminary approval as

1 well as plaintiff's motion for attorneys' fees, costs, and the class representative service award.
2 (Aldridge Decl., ¶ 10). In total, the Settlement Website received 1,177 unique visits. (Aldridge
3 Decl., ¶ 10).

4 EAG also established a case-specific toll-free telephone number which was listed on the
5 Settlement Website and allowed Settlement Class Members to call and interact with an
6 interactive voice response ("IVR") system that provided important Settlement information and
7 offered callers the ability to leave a voicemail message to address specific requests or concerns.
8 (Aldridge Decl., ¶ 12). Finally, EAG established a dedicated email address,
9 Info@RudeenDepositRefund.com, which provided Class Members with an additional option to
10 ask questions or make requests to the Class Administrator. (Aldridge Decl., ¶ 13).

11 In accordance with this Court's Preliminary Approval Order, Class Counsel's Unopposed
12 Motion for Award of Attorneys' Fees, Costs, and Service Award was filed with the Court and
13 posted on the Settlement Website at least thirty (30) days before the deadline for Class Members
14 to object to the Settlement, satisfying the requirements of Fed. R. Civ. P. 23(h). (SN 304, ¶
15 12(c)); *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 995 (9th Cir. 2010). On April 1,
16 2026, Class Counsel filed their motion and supporting pleadings for award of attorneys' fees and
17 costs and service award in connection with the Settlement, and no Settlement Class Members
18 objected to the motion in any fashion. (SN 304-309; Sutherland Decl., ¶ 8; Aldridge Decl., ¶ 16).

19 **B. The Settlement Is Fair, Reasonable, And Adequate.**

20 Although CR 23 is silent in guiding trial courts in their review of class settlements, it is
21 universally stated that a proposed class settlement may be approved by the trial court if it is
22 determined to be "fair, adequate, and reasonable." *Pickett*, 145 Wn.2d at 188 (2001) (citing
23 *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir.1993)); *In re Corrugated*

1 *Container Antitrust Litig.*, 643 F.2d 195, 207 (5th Cir.1981); and *Marshall v. Holiday Magic,*
2 *Inc.*, 550 F.2d 1173, 1178 (9th Cir.1977).

3 When considering a motion for final approval of a class action settlement under Rule 23,
4 a court must determine whether the settlement is “fundamentally fair.” *Hanlon v. Chrysler Corp.*,
5 150 F.3d 1011, 1026 (9th Cir. 1988). A settlement merits final approval when “the interests of the
6 class as a whole are better served by the settlement than by further litigation.” *Manual for*
7 *Complex Litigation* (Fourth) (“MCL 4th”) § 21.61, at 421–22 (2015). Although Rule 23 imposes
8 strict procedural requirements on the approval of a class settlement, a court’s role in reviewing
9 the substance of that settlement is to ensure that it is “fair, adequate, and free from collusion.”
10 *Hanlon*, 150 F.3d at 1026. Here, the parties engaged in arm’s-length, non-collusive negotiations
11 to reach the Settlement Agreement. Moreover, all factors that courts consider when evaluating
12 settlements indicate that it is fair, reasonable, and adequate. Thus, the Settlement should be
13 approved.

14 **1. The Settlement is the product of informed and non-collusive negotiations.**

15 The Ninth Circuit puts “a good deal of stock in the product of an arm’s-length, non-
16 collusive, negotiated resolution.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir.
17 2009). “Arm’s-length negotiations conducted by competent counsel constitute *prima facie*
18 evidence of fair settlements.” *Ikuseghan v. Multicare Health Sys.*, No. 3:14-cv-05539-BHS, 2016
19 WL 3976569, *3 (W.D. Wash. July 25, 2016). Experienced, competent attorneys for both parties
20 negotiated the Settlement reached in this case. (SN 302, ¶¶ 3-6; Sutherland Decl., ¶¶ 3, 5). The
21 parties engaged in lengthy settlement negotiations, amongst themselves, and through mediation
22 with retired judge, Honorable Maryann Moreno. (SN 302, ¶¶ 4-5; Sutherland Decl., ¶ 3). Such
23 negotiations are prima-facie evidence of a settlement that is fair and reasonable. *See Hughes v.*

1 *Microsoft Corp.*, No. C98-1646C, C93-0178C, 2001 WL 34089697, *7 (W.D. Wash. Mar. 26,
2 2001) (“A presumption of correctness is said to attach to a class settlement reached in arms-
3 length negotiations between experienced capable counsel after meaningful discovery.”); *see also*
4 *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 542–43 (W.D. Wash. 2009) (approving settlement
5 “reached after good faith, arms-length negotiations”); *In re Phenylpropanolamine (PPA) Prods.*
6 *Liab. Litig.*, 227 F.R.D. 553, 567 (W.D. Wash. 2004) (approving settlement “entered into in good
7 faith, following arms-length and non-collusive negotiations”); *In re Omnivision Tech., Inc.*, 559
8 F. Supp. 2d 1036, 1043 (N.D. Cal. 2007) (quoting *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622
9 (N.D. Cal. 1979)) (“The recommendations of plaintiffs’ counsel should be given a presumption
10 of reasonableness.”).

11 Here, prior to the Settlement, Class Counsel spent a considerable amount of time
12 investigating Rudeen’s business practices and reviewing and analyzing documents and data to
13 ascertain a reasonable range of damages. (SN 302, ¶ 4). Additionally, prior to the Settlement
14 both parties and their respective counsel spent a tremendous amount of time participating in
15 multiple appeals; litigating several motions, including but not limited to a motion for class
16 certification a motion to set aside and vacate default judgment, and a motion to modify and
17 decertify the class action; and participating in settlement discussions and mediation proceedings.
18 (SN 302, ¶ 4); *see also Hanlon*, 150 F.3d at 1027 (no basis to disturb the settlement, in the
19 absence of any evidence suggesting that the settlement was negotiated in haste or in the absence
20 of information).

21 ///

22 ///

23 ///

1 **2. The Settlement Agreement is fair in light of the amount offered in settlement, the**
2 **risks of and expense associated with continued litigation, the extent of discovery**
3 **completed and the stage of the litigation, the experience and views of Counsel,**
4 **and the reaction of Settlement Class Members.**

5 To assess the fairness of a settlement, courts in the Ninth Circuit look at the strength of
6 the plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the
7 risk of maintaining class action status throughout the trial; the amount offered in settlement; the
8 extent of discovery completed and the state of the proceedings; the experience and views of
9 counsel; the presence of a governmental participant; and the reaction of the class members to the
10 proposed settlement. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).

11 ***a. The amount offered in settlement***

12 The Settlement Agreement required Rudeen to pay \$2,900,000 into a Settlement Fund to
13 pay Settlement Class Members, class administration costs, a service award to the class
14 representative, and Class Counsel's attorneys' fees and costs. (SN 302, ¶ 5, Ex. 1, ¶ 7). EAG will
15 send proportional settlement award payments in the approximate amount of 80% of each
16 tenancy's original deposit to all 7,624 Settlement Class Members who received notice. (SN 302,
17 ¶ 7; Sutherland Decl., ¶ 8; Aldridge Decl., ¶ 14). In addition, any unclaimed funds by Settlement
18 Class Members will be paid out as generous *cy pres* donations to the non-profit entities, the
19 Legal Foundation of Washington and Inland Empire Legal Aid (formerly known as the Spokane
20 County Bar Association's Volunteer Lawyers Program), in equal amounts. (SN 302, ¶ 9; SN
21 310, ¶¶ 3-4).

22 Plaintiff Silver and Class Counsel considered that Settlement Class Members could have
23 obtained a judgment for more than the amount of the Settlement had the case proceeded to trial.
24 However, the reduction from the maximum damages available reflects the real risk of losing a

1 large contingent of the class and/or recovery and/or substantial delay in obtaining payments
2 through appeal and possible remand, and Rudeen's ability to pay. (SN 302, ¶ 8).

3 In addition, "[i]t is well-settled law that a cash settlement amounting to only a fraction of
4 the potential recovery does not *per se* render the settlement inadequate or unfair." *In re Mego*
5 *Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2001) (quoting *Officers for Justice v. Civil*
6 *Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982)) (approving a settlement estimated to be worth
7 16% –50% of the plaintiffs' estimated loss); *In re Omnivision Tech., Inc.*, 559 F. Supp. 2d at
8 1042 (approving settlement amounting to 9% of estimated total damages). Here, payment of
9 approximately 80% of the original tenancy deposit is an excellent, real monetary benefit,
10 exceeding relief provided by other class actions. Such monetary relief is even more substantial
11 when considering the fact that many of the Settlement Class Members have already received a
12 portion of their tenancy deposit back from Rudeen. (SN 302, ¶ 7). Accordingly, the amount
13 offered in the Settlement is more than reasonable.

14 ***b. Fairness of settlement in light of risks***

15 Mr. Silver believed in the strength of his case, but was aware that, as with any lawsuit, he
16 risked ultimately losing on the merits and/or losing significant recovery should Rudeen have
17 been successful on appeal. Absent this Settlement, Mr. Silver would likely face years of
18 additional litigation to overcome several arguments Rudeen intended to make on appeal. Those
19 arguments, if even partially successful, could substantially reduce the number of class members
20 receiving relief and/or the amount of relief itself, and/or the chance of receiving any relief at all.
21 (SN 302, ¶ 8).

22 Although Mr. Silver was confident in his action, the risk of ultimately losing on the
23 merits and/or diminished recovery for the class are significant factors that must be considered.

1 With the Settlement, Class Members avoid all of those risks and obstacles to recovery and will
2 receive substantial benefits in a timely fashion.

3 ***c. Length and expense of continued litigation***

4 Another factor in assessing the fairness of the proposed Settlement is the complexity,
5 expense, and likely duration of this lawsuit had resolution not been achieved. *Officers for Justice*
6 *v. Civil Serv. Comm'n*, 688 F.2d at 625. Litigation would be lengthy and expensive if this action
7 were to proceed. Rudeen's appeal would present several arguments, that if successful could have
8 required complete re-litigation of this entire action, an action that is already over nine years old.

9 The Settlement avoids these risks and provides immediate and certain relief. Class
10 Counsel has a significant amount of experience in consumer individual and class actions,
11 including tenant-sided landlord-tenant class action cases, and know from experience that any
12 case involving a class of consumers can, and often does, lead to costly litigation that goes on for
13 years. (SN 307, ¶¶ 7, 9, 10, 12; Sutherland Decl., ¶ 5). In contrast, the Settlement provides
14 substantial relief to Settlement Class Members without delay.

15 ***d. The extent of discovery completed and the stage of the proceedings***

16 Final approval is favored because substantial investigation and discovery were completed
17 prior to the Settlement. "A key inquiry is whether the parties had enough information to make an
18 informed decision about the strength of their cases and the wisdom of settlement." *Rinky Dink,*
19 *Inc. v. World Bus. Lenders, LLC*, No. C14-0268-JCC, 2016 WL 3087073, at *3 (W.D. Wash.
20 May 31, 2016).

21 Here, prior to the parties' Settlement, the parties spent nine years litigating this matter,
22 including extensive discovery, multiple appeals, and contested motions. (SN 302, ¶ 4). Certainly,
23 through that extended contested experience, the parties were well-informed about the strengths

1 and weaknesses of the case at the time they entered into settlement negotiations and settled the
2 case. (SN 302, ¶¶ 4-6). This factor favors final approval of the Settlement.

3 ***e. The experience and views of Counsel***

4 Where counsel is qualified and well informed, their opinion that a settlement is fair,
5 reasonable, and adequate is entitled to significant weight. *See Pelletz v. Weyerhaeuser Co.*, 255
6 F.R.D. at 543. Here, Class Counsel and Rudeen's Counsel believe the Settlement is fair,
7 reasonable, adequate, and in the best interest of the Settlement Class as a whole. (Sutherland
8 Decl., ¶ 11).

9 ***f. The reaction of Settlement Class Members***

10 A positive response to a settlement by the class further supports final approval. *See*
11 *Pelletz*, 255 F.R.D. at 543. Here, the reaction to the Settlement has been overwhelmingly
12 positive. Of the 7,624 Settlement Class Members who were issued direct Notice, none objected
13 to or requested exclusion from the Settlement. (Aldridge Decl., ¶¶ 14-16). Further, no Settlement
14 Class Member specifically objected to Class Counsel's request for reasonable attorneys' fees,
15 costs, and service award to the Class Representative. (Sutherland Decl., ¶ 8; Aldridge Decl., ¶¶
16 14-16).

17 The fact that none of the 7,624 Settlement Class Members who received Notice objected
18 to any part of the Settlement or requested exclusion, indicates class-wide support for the
19 Settlement and weighs in favor of approval.

20 **C. The Settlement Class And Agreement Should Be Finally Approved.**

21 The court previously certified this matter as a class action on June 9, 2023. (SN 95). In
22 this Court's March 3, 2026, Order, it reaffirmed the court's previous findings on certification and
23 preliminarily approved the parties' Class Settlement. (SN 303). For all the reasons set forth in the

1 parties' preliminary approval briefing, the supplemental briefing provided herein, and in
2 Plaintiff's Motion for Award of Attorneys' Fees, Costs, and Service Award, the Court should
3 finally certify and approve the Settlement Class and the parties' Class Settlement.

4 **D. Class Counsel's Request For Attorneys' Fees, Costs, and Service Award Should Be**
5 **Granted and EAG Should Proceed to Distribute the Settlement Funds In**
6 **Accordance With the Settlement Agreement.**

7 Not a single Settlement Class Member objected to Class Counsel's request for reasonable
8 attorneys' fees, costs, and service award to the Class Representative. (Sutherland Decl., ¶ 8;
9 Aldridge Decl., ¶ 16). Class Counsel requests an award of \$966,667 in attorneys' fees and
10 reimbursement of \$2,907.82 in direct litigation costs. (SN 29, ¶¶ 14, 15, 17, 18). Class Counsel
11 spent at least 1500 hours litigating this case. (SN 305, p. 12; SN 307, ¶ 18). Rudeen agreed to
12 pay the requested attorney's fees and litigation costs as part of the Class Settlement Agreement
13 and does not contest it. (SN 302, ¶ 5, Ex. 1 at ¶ 2.4.1, ¶ 12).

14 Class Representative Thomas Silver requests a service award of \$20,000, which is
15 appropriate given the effort he put forth bringing this claim, the substantial risk he incurred in
16 doing so, and the recovery he obtained for thousands of Washington tenants. (SN 307, ¶ 19).
17 Rudeen also agreed to pay and not contest the \$20,000 service award to Mr. Silver as part of the
18 parties' Class Settlement Agreement. (SN 307, ¶ 19).

19 Mr. Silver's requested award is on par with service awards granted in this Court and the
20 Ninth Circuit. *See, e.g., Daley v. Avenue5 Residential LLC*, No. 19-2-04154-32, at SN 70 (SCSC
21 Aug. 5, 2022) (approving service award of \$10,000), *Hughes v. Microsoft Corp.*, C98-1646C,
22 93-0178C, 2001 WL 34089697, at *12-*13 (W.D. Wash. Mar. 26, 2001) (approving incentive
23 awards of \$7,500, \$25,000, and \$40,000); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322,
1330 (W.D. Wash. 2009) (awarding \$7,500 payments to four different class representatives);

1 and *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-CV-00356 JLR, 2019 WL 5536824,
2 at 3 (W.D. Wash. Oct. 25, 2019) (approving service award of \$10,000).

3 Accordingly, Plaintiff and Class Counsel respectfully request an award of \$966,667 in
4 attorney's fees, \$2,907.82 in costs, and a \$20,000 class incentive award to Class Representative
5 Thomas Silver, and direct EAG to distribute the Settlement Funds as set forth in the Settlement
6 Agreement.

7 IV. CONCLUSION

8 For all of the foregoing reasons, Plaintiff Silver and Defendant Rudeen respectfully
9 request that the Court enter an Order (A) determining that adequate notice was provided to the
10 Settlement Class; (B) determining the Settlement was fair, adequate, and reasonable; (C) finally
11 approving the Settlement Class and Settlement Agreement; and (D) granting Class Counsel's
12 Motion for \$966,667 in attorneys' fees, \$2,907.82 costs, and a service award of \$20,000 to Class
13 Representative Silver, and allowing EAG to distribute the Settlement Funds in accordance with
14 the parties' Settlement Agreement.

15 RESPECTFULLY SUBMITTED this 17th day of July 2026.

16 CAMERON SUTHERLAND, PLLC & HOGUE LAW FIRM

17 s/ Shayne J. Sutherland

18 Shayne J. Sutherland, WSBA #44593
19 Christopher M. Hogue, WSBA #48041
Attorneys for Plaintiff and Class

20 PISKEL YAHNE KOVARIK, PLLC

21 s/ William B. Emmal

22 Ryan D. Yahne, WSBA #35063
23 Whitney L. Norton, WSBA #46485
William B. Emmal, WSBA #58261
Attorneys for Defendant

24 MEMORANDUM IN SUPPORT OF STIPULATED
25 MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT - 14

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF SERVICE

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

PISKEL YAHNE KOVARIK, PLLC
612 W. Main Ave., Ste. 207
Spokane, WA 99201
Attn:
Ryan D. Yahne
Whitny Norton
William Emmal

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

DATED this 17th day of July, 2026.

s/ Bonnie Morey
Bonnie J. Morey, Legal Assistant