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**SUPERIOR COURT
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JUL 17 2026

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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
STIPULATED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT**

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

On March 3, 2026, this Court granted preliminary approval to the proposed Settlement between Plaintiff Thomas Silver and Defendant Rudeen Management Company, Inc. (SN 303). The proposed Settlement resolves all of the Settlement Class's claims against Defendant in exchange for Defendant's agreement to provide certain monetary consideration to Settlement Class Members as set forth in the Settlement Agreement and Release (the "Agreement"). On July 31,

ORDER GRANTING STIPULATED MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT

- 1

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1 2026, this Court held a Fairness Hearing to consider whether to grant final approval to the
2 Settlement and to consider Class Counsel's Fee and Expense Application. The Court heard from
3 the parties' counsel.

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

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

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

- 15 (1) All persons who rented properties owned or managed by Rudeen in the state of
16 Washington;
- 17 (2) Who paid a damage and/or security deposit at, or any time after, the commencement of
18 their tenancy;
- 19 (3) Who, within the (3) years prior to the filing of this lawsuit (August 10, 2014), vacated
20 or abandoned the property through the date this Court certified the class (May 19,
21 2023);
- 22 (4) Where, at the time of move-out or abandonment, Rudeen was a landlord, pursuant to
23 RCW 59.18.030(16) of the subject property;
- 24 (5) Where, fifteen (15) or more days following termination of the rental agreement and
25 vacation of the premises or, if the tenant abandoned the premises, fifteen (15) or more
26 days after Rudeen learned of the abandonment, Rudeen withheld all, or any portion, of
27 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)

1 days after Rudeen learned of the abandonment, the former tenant was not sent a full
2 and specific statement of the basis for retaining the deposit, or a portion thereof; or

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

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

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

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

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

25 **5. Exclusion from Settlement Class.** No members of the Settlement Class have timely
26 and properly requested to be excluded from the Settlement Class and the Settlement. Accordingly,
27 this Final Judgment shall bind all Settlement Class Members.

6. Appointment of Class Counsel and Representative Plaintiff. The Court confirms
the appointment of Shayne J. Sutherland of Cameron Sutherland, PLLC, and Christopher M.

1 Hogue of Hogue Law Firm as Class Counsel. The Court confirms the appointment of Thomas
2 Silver as representative of the Settlement Class.

3 **7. No Objections Made/Overruled.** No objections were filed or made to the Court
4 regarding the parties' Settlement Agreement and its terms. To the extent any objections may have
5 been made of which this Court is unaware, improper as they may be, the Court overrules all of
6 them.

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

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

22 **10. Release.** Plaintiff, for himself and as representative of the Settlement Class, and on
23 behalf of each Settlement Class Member who has not timely opted out and each of their respective
24 agents, successors, heirs, assigns, and any other person who can claim by or through them in any
25 manner, fully, finally, and forever irrevocably release, relinquish, and forever discharge with
26 prejudice all Released Claims against the Released Parties.

1 **11. Injunction Against Asserting Released Claims.** Plaintiff, all Settlement Class
2 Members, and any person or entity allegedly acting on behalf of Settlement Class Members, either
3 directly, representatively or in any other capacity, are permanently enjoined from asserting,
4 commencing, or prosecuting against the Released Parties in any action or proceeding in any court,
5 tribunal, or other forum any of the Released Claims. This injunction is necessary to protect and
6 effectuate the settlement, this Order, and to give the Court the flexibility and authority to effectuate
7 this settlement and to enter judgment when appropriate and is ordered in aid of the Court's
8 jurisdiction and to protect its judgments.

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

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

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

12 **15. Class Counsel Fee and Cost Award.** The Court hereby awards attorneys' fees and
13 costs to compensate Class Counsel for their time incurred and expenses advanced. The Court has
14 concluded that: (a) Class Counsel achieved a favorable result for the Settlement Class by obtaining
15 Defendant's agreement to make available to Settlement Class Members certain monetary
16 consideration; (b) Class Counsel devoted substantial effort to pre-and post-filing investigation,
17 legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a
18 contingent-fee basis, investing significant time and accumulating costs with no guarantee that they
19 would receive compensation for their services or recover their expenses; (d) Class Counsel
20 employed their knowledge of and experience with class action litigation in achieving a valuable
21 settlement for the Settlement Class, in spite of Defendant's possible legal defenses and their
22 experienced and capable counsel; (e) Plaintiff has reviewed the Agreement and has been informed
23 of the Fee and Expense Application and has approved; (f) the Class Notice informed Settlement
24 Class Members of Class Counsel's fee and cost request under the Agreement; (g) Class Counsel's
25 request for a 33.33% attorney fee award of the common fund created was reasonable and
26 appropriate; and (h) Class Counsel filed and posted their Fee and Expense Application in time for

1 Settlement Class Members to make a meaningful decision whether to object to it. For these
2 reasons, the Court hereby approves Class Counsel's Fee and Expense Application and awards
3 Class Counsel fees in the total amount of \$966,667, and costs in the total amount of \$2,907.82 to
4 be paid in accordance with the Settlement Agreement. All such fees are in lieu of statutory or other
5 fees that Plaintiff and/or the Settlement Class might otherwise have been entitled to recover.

6 **16. Payment of Settlement Administrator Costs and Disbursement of Funds to**
7 **Settlement Class Members and Cy Pres.** The Defendant has paid the Settlement Administrator all
8 reasonable costs and fees incurred for all costs of notice and claims administration incurred for
9 this Action, according to the Agreement. The Settlement Administrator shall also cause the
10 distributions to Settlement Class Members and *cy pres* recipients as required by the Agreement.

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

15 **IT IS SO ORDERED.**

16 ENTERED: _____

17
18

HONORABLE JACQUELYN HIGH-EDWARD

19
20 ***Presented by:***

21 CAMERON SUTHERLAND, PLLC
22 Attorney for Plaintiff and the Class

23 *s/ Shayne J. Sutherland*

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7 ***Stipulated to by:***

8
9 PISKEL YAHNE KOVARIK, PLLC
10 Attorneys for Defendants

11 s/ William B. Emmal

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