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Y. W. FITZGERALD
SPOKANE COUNTY CLERK

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

ULISES LOPEZ on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HOBAN & ASSOCIATES, LLC a Washington
Limited Liability Company d/b/a COAST
PROPERTY MANAGEMENT, COAST
SCREENING SERVICES, COAST
COLLECTION SERVICES, COAST
MANAGEMENT COMPANY, INC. (CMC);
and CANYON BLUFFS INVESTORS VII-1,
LLC, a Washington limited liability company,

Defendants.

NO. 20-2-01929-32

**DECLARATION OF CLASS COUNSEL
SHAYNE J. SUTHERLAND IN
SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Shayne J. Sutherland declares the following under penalty of perjury, as provided for and
by the laws of the state of Washington:

1. I am class counsel of record for the Plaintiff in this matter. I am admitted to
practice before this Court and am a member in good standing of the bar of the state of
Washington. I respectfully submit this declaration in support of the Plaintiff's Unopposed
Motion for Preliminary Approval of Class Settlement. Except as otherwise noted, I have personal
knowledge of the facts set forth in this declaration and could testify competently to them if called
upon to do so.

DECLARATION OF CLASS COUNSEL
SHAYNE J. SUTHERLAND IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT - 1

Cameron Sutherland, PLLC
827 W. 1st Ave., Ste 301
Spokane, WA 99201
Tel: (509) 315-4507

COPY

1 2. I am an owner and managing partner at the law firm of Cameron Sutherland,
2 PLLC, which has operated since 2012. Since that time, I have actively litigated consumer rights
3 and tenant rights claims, including several class actions.

4 3. I have been determined adequate class counsel in numerous class action matters in
5 the state and federal courts, including this case. In several of those class action cases I have
6 successfully negotiated class settlement agreements that have all been approved by the courts
7 those agreements were put before.
8

9 4. Since this lawsuit was commenced in April of 2020, Mr. Lopez and Class
10 Counsel have extensively investigated Defendants' business practices, conducted extensive
11 discovery, litigated several motions including but not limited to for class certification and to
12 deny class certification. My firm has reviewed and analyzed thousands of pages of documents
13 and data to ascertain appropriate class members and a reasonable range of damages, and has
14 engaged in extensive mediation/settlement negotiations with Defendants.
15

16 5. In June of 2025, the parties engaged in a full-day mediation with experienced
17 ADR specialist, Louis Peterson. Through that process, and continued negotiations, the parties
18 were able to resolve this matter on a class action basis, bringing finality to an action that has
19 been litigated for over five (5) years. A copy of the parties' final Settlement Agreement is
20 attached hereto as **Exhibit 1**.
21

22 6. All of the parties' settlement negotiations have been non-collusive and at arm's
23 length. The ultimate agreement reached with the guidance and assistance of a highly respected
24 and experienced mediator. Mr. Lopez, Class Counsel, and Defendants' experienced counsel, all
25 believe the class-wide settlement reached in this case is fair, adequate, reasonable, and in the best

1 interests of the Class, given the relief obtained for the class, the risk of dispositive motions, trial,
2 potential appeal and the delays attendant to those proceedings.

3 7. The Settlement requires Defendants to establish a Settlement Fund in the amount
4 of \$1,400,000 to pay class members, Class Counsel's attorney's fees and costs, a service award
5 to the Class Representative, and all costs associated with administering the settlement.

6 According to Defendants' records there are approximately 30,963 Class Members. If all class
7 members participate in the settlement (class members must affirmatively opt-out to not receive
8 payment), Defendants will disburse a total of approximately \$853,330 to the Class Members.

9 This relief equates to approximately \$27.56 for each Class Member. This monetary relief is in
10 addition to Defendants' agreement to provide all of RCW 59.18.257's screening disclosures to
11 prospective tenants going forward.
12

13 8. Mr. Lopez was counseled on the relief proposed in the Settlement Agreement, and
14 the risk of proceeding with this action through judgment and beyond. Significantly, without the
15 assured outcome of the Settlement, Mr. Lopez and the Class would still have to overcome
16 dispositive motions and a trial that could result in entirely losing the case, or a monetary award
17 of less than what the Settlement provides. Such risk was in addition to the risk and delay posed
18 by potential appeal(s) of any decision or trial verdict.
19

20 9. An affirmative opt-out class, like this one, is preferred over an opt-in class as
21 Class Members are not required to submit claim forms to receive payments, which assures many
22 more Class Members will receive monetary compensation. All unclaimed funds by Class
23 Members from the Agreement will result in generous *cy pres* donations to Washington non-
24 profits with 50% going to the Legal Foundation of Washington and 50% going to Southeast
25 Effective Development ("Seed").

1 10. The agreed-to class administrator, EisnerAmper Group (EAG), estimates that it
2 can carry out the Notice Plan for \$70,000 or less, which Defendants have agreed to pay as part of
3 the Settlement. EAG has successfully acted as the class administrator in a number of other class
4 actions filed in the state and federal throughout the United States and was selected after a
5 competitive bidding process. EAG will be responsible for: disseminating email and mail notice;
6 following up on undelivered notices; establishing and maintaining a settlement website;
7 establishing a toll-free number and responding to settlement class member calls; processing,
8 logging, and reviewing exclusion requests for deficiencies; addressing deficiencies with those
9 requesting exclusion and providing them with an opportunity to cure; administering the
10 settlement fund; and disbursing the settlement fund to settlement class members. The Proposed
11 Order for Class Certification and Preliminary Approval of Class Settlement is attached to the
12 parties' Settlement Agreement as Exhibit A. The proposed class notices are attached to the
13 Agreement as Exhibits B and C, and the Proposed Final Settlement Order and Final Judgment is
14 attached as Exhibit D to the Settlement Agreement.
15

16
17 11. Through the Settlement Agreement, the class definition was altered slightly to
18 conform to the evidence garnered through discovery. During the class period, Defendant Coast
19 had managed properties that had contracted to use another third-party screening provider,
20 ORCA, in addition to On-Site. It was learned from Defendants that Defendant Coast did not sign
21 those contracts with ORCA for tenant-screening services, only the property owners did, thereby,
22 not making those tenants proper class members against Defendant Coast.
23

24 12. A combined statutory damage and service award payment in the amount of
25 \$10,000 will be requested for Mr. Lopez for his dedicated service to this case and the class,
which Defendants have agreed to pay per the Settlement and not contest.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served upon counsel of record at the address and in the manner described below a copy of the document to which this certificate is attached for delivery to the following:

<p>Eliot M. Harris, WSBA #36590 Maxwell B. Glasson, WSBA #51948 WILLIAMS, KASTNER & GIBBS PLLC 601 Union Street, Suite 4000 Seattle, WA 98101-2380 Email: eharris@williamskastner.com mglasson@williamskastner.com</p> <p><i>Attorneys for Defendants Hoban & Associates, LLC d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, Inc. (CMC), and Canyon Bluffs Investors VII-1, LLC</i></p>	<p><input type="checkbox"/> Via E-Service <input type="checkbox"/> Via Hand Delivery/Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Electronic Mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier</p>
<p>Dalton J. Reynolds, WSBA #54055 WINSTON & CASHATT LAWYERS, PS 601 West Riverside Ave., Suite 1900 Spokane, WA 99201 Tel: (509) 838-6131 Fax: (509) 838-1416 Email: djr@winstoncashatt.com</p> <p><i>Co-Counsel for Defendant Canyon Bluffs Investors VII-1, LLC</i></p>	<p><input type="checkbox"/> Via E-Service <input type="checkbox"/> Via Hand Delivery/Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Electronic Mail <input type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Overnight Courier</p>

DATED this 23rd day of January, 2026.

s/ Shayne J. Sutherland
Shayne J. Sutherland, WSBA #44593

DECLARATION OF CLASS COUNSEL
SHAYNE J. SUTHERLAND IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT - 6

Cameron Sutherland, PLLC
827 W. 1st Ave., Ste 301
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Tel: (509) 315-4507

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("*Agreement*") is entered into as of the last date of any signature below by and among:

(a) Hoban & Associates, LLC d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, a Washington limited liability company and Canyon Bluffs Investors VII-1, LLC, a Washington limited liability company (hereinafter referred to collectively as "*Defendant*"), and

(b) Representative Plaintiff Ulises Lopez, as defined below, individually and as representative of the Plaintiff Class, as defined below.

RECITALS

A. On or about July 17, 2020, Plaintiff initiated a lawsuit, captioned *ULISES LOPEZ, on behalf of himself and all others similarly situated, vs. HOBAN & ASSOCIATES, LLC d/b/a COAST PROPERTY MANAGEMENT, COAST SCREENING SERVICES, COAST COLLECTION SERVICES, COAST MANAGEMENT COMPANY, INC. and CANYON BLUFFS INVESTORS VII-1, LLC*, No. 20-2-01929-32 (Superior Court of the State of Washington for the County of Spokane) (the "Action"). In the Action, Plaintiff, on behalf of himself and the class, alleged that Defendant violated the Washington Residential Landlord Tenant Act, RCW 59.18, *et seq.* ("RLTA"), Washington's Fair Credit Reporting Act, RCW 19.182, *et seq.* ("WFCRA"), Washington's Consumer Protection Act, RCW 19.86, *et seq.* ("CPA"), and were unjustly enriched by the Plaintiff and the proposed class. Specifically, Plaintiff alleged that, prior to obtaining a tenant screening report about a prospective tenant and charging a tenant screening fee for that report, Defendant failed to provide him and all class members any written or posted notice to prospective tenants regarding (1) the name of the consumer reporting agency from which information will be obtained; and (2) the address of the consumer reporting agency from which information will be obtained. Plaintiff also alleged that the Defendant violated RCW 59.18.257, RCW 19.182, *et seq.*, and RCW 19.86, *et seq.*, for its failure to provide written adverse action notices after denial of a tenancy or other adverse action taken. The Plaintiff also alleged Defendant was unjustly enriched from receiving consumer reports and other information as a result of prospective tenant paying a tenant screening fee.

B. Plaintiff and the proposed class sought damages and declaratory relief on behalf of those who have been subject to the alleged violations by Defendant in the Action.

C. Defendant denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action. Nevertheless, Defendant desires to resolve the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

D. Class Counsel, as defined below, have analyzed and evaluated the merits of all parties' contentions and the impact of this Agreement on the members of the Plaintiff Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the Plaintiff Class and Representative Plaintiff, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action on the terms in this Agreement is in the best interests of the Plaintiff Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Representative Plaintiff, the Plaintiff Class, and Defendant, for itself and through its undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

1. **DEFINITIONS.**

1.1. **"The Action"** means the lawsuit now pending under Case No. 20-2-01929-32 in the Superior Court of the State of Washington in and for the County of Spokane.

1.2. **"Class Counsel"** or **"Plaintiff's Counsel"** means Shayne J. Sutherland and Brian G. Cameron of Cameron Sutherland, PLLC.

1.3. **"Class Member"** or **"Class Members"** means any member or members of the Plaintiff Class, including the Representative Plaintiff.

1.4. **"Class Administrator"** means EisnerAmper dba EAG Gulf Coast, LLC ("EAG"), the firm selected by the parties for purposes of administering notices and payments to facilitate administration of this settlement.

1.5. **"Class Notice"** means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action. The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. The Class Notice will be in substantially the form as Exhibit B ("**Email and Post Card Notice**").

1.6. **"Class Payments"** means payment of the approximate amount of \$27.56 to each class member via check or via a digital medium as may be requested by Class Members and approved by the Class Administrator.

1.7. **"Defendant"** means Hoban & Associates, LLC d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, a Washington limited liability company and Canyon Bluffs Investors VII-1, LLC, a Washington limited liability company.

1.8. “**Distribution Date**” means a date no later than thirty (30) days from the date of Final Approval.

1.9. “**Fairness Hearing**” means the hearing to be set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

1.10. “**Final Approval**” means that all of the following have occurred:

1.10.1. The Court has entered the Settlement Order and Final Judgment; and

1.10.2. The Court has made its final award of attorneys’ fees and costs.

1.11. “**Parties**” means the Representative Plaintiff and Defendant.

1.12. “**Plaintiff**” or “**Representative Plaintiff**” means Ulises Lopez.

1.13. “**Plaintiff Class**” or “**Settlement Class**” shall include Plaintiff and:

All persons who from April 28, 2017, to February 10, 2023, applied to rent at any property in the State of Washington, where the rental property on the date of application was owned or managed by Defendant, who paid a tenant screening fee to Defendant, who were screened by RealPage, Inc, d/b/a On-Site (“On-Site”), and did not receive the prospective tenant screening disclosures required by RCW 59.18.257.

The Plaintiff Class also does not include any persons who validly request exclusion from the Plaintiff Class under the Opt-out Procedures described in this Agreement, nor Defendant, nor any person or entity that has a controlling interest in Defendant, Defendant’s current or former directors and officers, as well as the parties’ counsel and their immediate families and the presiding court.

1.14. “**Preliminary Approval**” means the Court has entered an order substantially in the form of Exhibit A to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Plaintiff Class.

1.15. “**Released Claims**” means any and all claims, rights, demand, actions, suits, liens, damages, attorneys’ fees, obligation, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, Washington statutory law, Washington common law, or Washington regulations, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions,

parishes, or municipalities that arise out of or relate in any way to alleged violations of claims under RCW 59.18.257 that have been or could have been brought in this action.

1.16. ***“Released Parties”*** means Defendant (as defined paragraph 1.7) and its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers (including Hiscox Insurance, including but not limited to Hiscox Pro and Certain Underwriters at Lloyd’s London), and any company or companies under common control of any of them, and each of its respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on its behalf, and any and all persons or entities who played any role in the tenant application process, including but not limited to any owners of properties located in Washington and managed or then-managed by Defendant, and any company or companies under common control with any of them, and each of its respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on its behalf.

1.17. ***“Service Award”*** or ***“Class Incentive Award”*** shall mean the payment of up to \$10,000 for the Plaintiff for his time and effort in connection with this Action to be paid from the Settlement Fund subject to Court approval.

1.18. ***“Settlement Fund”*** means the \$1,400,000, paid by Defendant to resolve all aspects of this Action, which will be paid in accordance with this Settlement Agreement. Defendant shall not be responsible for any payments or obligations beyond the Settlement Fund, except as outlined in paragraphs 2.1 (if the class size exceeds 31,063 Class Members) and 2.2.

1.19. ***“Settlement Order and Final Judgment”*** means an Order and Judgment substantially in the form of Exhibit D to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Class Members, and Released Parties.

1.20. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

2. GENERAL TERMS OF SETTLEMENT.

2.1. **Settlement Fund.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant will fund a Settlement Fund for the Settlement Administrator to make payments to Class Members, the Class Representative Service Award, Class Counsel attorney’s fees and costs, and Class Administration fees and costs. Defendant will provide \$1,400,000 to fund the settlement. \$70,000 of the Settlement Fund shall be apportioned for class administration costs, \$853,330 for class member claim payments, \$466,667 of the Settlement Fund shall be allocated for attorneys’ fees and costs, and \$10,000 of the Settlement Fund shall be allocated for the Service Award, all subject to the court’s approval. At the time of this settlement the parties expect there will be no more than 30,963 Class Members by the time the court grants preliminarily approval.

If all of those 30,963 Class Members do not opt-out of this Agreement and the Court approves the payments identified above, each Class Member will be paid approximately \$27.56. The Class Administrator shall issue Class Payments to Class Members within thirty (30) calendar days following Final Approval. If the class size is greater than 31,063 Class Members, Defendant will contribute an additional \$27.56 for each person in excess of the 31,063 and 33.3% of the total amount over towards attorney's fees.

2.2. Class Administration Costs. Class Administration Costs are estimated to be approximately \$70,000. Defendant will only pay those costs and any potential overages. If there is an overpayment of Class Administration Costs, they will become a part of the unclaimed funds.

2.3. Payments to Plaintiff Class Members. As set forth more fully below, Class Action Administrator will pay each Class Member the Settlement Payment on or before the Distribution Date.

2.4. Application for Payment of Attorneys' Fees, Costs and Expenses, and Representative Plaintiff Service Award. No later than thirty (30) days after entry of the Preliminary Approval Order, Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses, and for Representative Plaintiff Service Award.

2.4.1. Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses not to exceed \$466,667. Defendant will not oppose Class Counsel's application for an award of attorney's fees, costs, and expenses if it is equal to or lesser than \$466,667, and the parties agree that Defendant will be responsible to pay, at most, only \$466,667 in attorneys' fees, costs, and expenses incurred by the Class and/or its Class Counsel, except as outlined in paragraphs 2.1 (if the class size exceeds 31,063 Class Members).

2.4.2. Class Counsel will also apply to the Court for a Representative Plaintiff Service Award for the Representative Plaintiff that will not exceed \$10,000. Defendant will not oppose Class Counsel's application for a Representative Plaintiff Service Award if it is equal to or lesser than \$10,000, and the parties agree that Defendant will be responsible to pay, at most, only \$10,000 for a Representative Plaintiff Service Award.

2.4.3. Upon Final Approval, the Class Administrator shall pay from the Settlement Fund to Class Counsel the total amount approved by the Court in full and complete compensation for attorneys' fees, costs, and expenses, plus the total amount of Representative Plaintiff's Service Award approved by the Court.

2.4.4. Any amount awarded shall be payable in the manner and at the time set forth in Section 2.1.

2.5. Effect of Lesser Award. If the Court awards a Service Award to Plaintiff or attorneys' fees and costs to Class Counsel that are lower than requested, all other provisions of this Settlement Agreement will remain in full force and will continue to be binding on all Parties,

including the Settlement Class. If the Court awards a lesser amount than agreed for a Service Award and/or attorneys' fees and costs, the difference shall be added to and included in the amount to be disbursed as described in Section 2.6 below.

2.6. **Residual Funds.** The Class Administrator shall do the following with respect to any sums that remain with the Class Administrator following the disbursements required by the Settlement Agreement and expiration of 90 days from the date the payments are emailed or mailed to each class member ("Remainder"). If any payment sent via U.S. mail is returned as undeliverable within the 90 days, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform a skip trace to attempt to obtain the latest address for the Settlement Class Member. If a check is returned as undeliverable or the settlement payment was not received and the Class Administrator received a request to have the check or digital payment sent to a different address, the 90-day period runs from the date of reissuance of payment:

- (a) 50 percent of the Remainder shall be distributed to the Legal Foundation of Washington.
- (b) The remaining 50 percent of the Remainder will be distributed cy pres to SOUTHEAST EFFECTIVE DEVELOPMENT, a Washington nonprofit corporation ("SEED"), which is a non-profit organization assisting tenants or other low-income causes selected by Defendant.

2.7. **Agreed Injunctive Relief.** As part of Final Approval, Defendant agrees to comply with the tenant screening disclosure requirements set forth under RCW 59.18.257 and that are the subject of the Action, as follows.

In the course of managing any residential property in the State of Washington, Defendant agrees:

- (a) to make all of RCW 59.18.257's required disclosures (in writing or by posting in a physical location or on the residential property's website) to all prospective tenants before procuring a tenant screening report about them or collecting a tenant screening fee from them.

3. SETTLEMENT APPROVAL AND CLASS NOTICE.

3.1. **Preliminary Approval.** Within thirty (30) days of the complete execution of this Agreement, Representative Plaintiff will move the Court for an order in the form of Exhibit A ("**Preliminary Approval Order**"), which, *inter alia*, provisionally grants the Court's Preliminary Approval of this Agreement; approves notice substantially in the form of Exhibit B to the Plaintiff Settlement Class of the class action status and proposed settlement of the Action; and

sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.2. **Limited Effect of Settlement Class.** If this Agreement terminates or is nullified, the Action shall revert to the status that existed before execution of this Agreement. Thereafter, the Representative Plaintiff shall be free to pursue any claims available to him; and Defendant shall be free to assert any available defenses available. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses in the absence of the Settlement.

3.3. **Class Notice.** The Parties will request that the Preliminary Approval Order direct that, within thirty (30) calendar days of receipt of the class member data, Class Administrator shall deliver notice of the provisional class certification and proposed settlement to all Class Members via email notice (and post card if applicable) and posting on the Settlement Website as set forth below.

3.4. **Identification of Settlement Class Members.** The identities of the Settlement Class Members will be ascertained by the Settlement Administrator through the following process: within fifteen (15) calendar days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator a list of Class Member names and last known addresses, and email addresses, where available, for Settlement Class Members.

3.5. **Notice.** Class Administrator will provide notice substantially in the form of Exhibit B by email to all Class Members' email addresses as they appear in Defendant's records. For any Class Member for whom Defendant does not have email addresses or where the emails are undeliverable, Class Administrator will send notice to those Class Members in the form of one (1) postcard sent via United States mail containing text substantially in the form of Exhibit B. The Class Administrator will also post a long form notice substantially in the form of Exhibit C on the settlement website within thirty (30) calendar days of receipt of the class member data.

3.6. **Class Administration.** Class administration shall occur under the Court's supervision. The costs of administration, estimated to be \$70,000, shall be paid by Defendant from the Settlement Fund. The Class Administrator, in addition to the distribution of Class Notice, shall also send notices under 28 U.S.C. § 1715 to the appropriate state and federal officials (if required); receive and determine validity of exclusion requests and objections; establish and maintain a Settlement website where all pertinent pleadings associated with this Settlement can be viewed, establish a toll-free number for interested parties with Settlement questions to call, and make the calculations, payments, and distributions required under this Agreement. Defendant shall bear the responsibility for any administration over the \$70,000 estimate.

3.7. **Submission of Exclusion Requests or Objections.** The parties will request that the Preliminary Approval Order direct that Class Members be allowed sixty (60) days from the date Class Notice is sent as set forth in sections 3.3 (the "*Opt-Out Period*") to request exclusion from the Class or to submit objections to the proposed settlement. The notice shall direct that

exclusion requests, if any, be sent to the Class Administrator, which will provide periodic updates on exclusion requests to the Parties' Counsel. Any re-sending of notices shall not extend the time for a Plaintiff Class Member to request exclusion or submit objections. Any Settlement Class Member who intends to object to this Agreement must file with the Court and deliver to Class Counsel and Defendant's Counsel a written objection on or before the Objection/Exclusion Deadline. The written objection, which the objector must personally sign, must include: (1) the objector's full name, address, and telephone number; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection, or who may profit from the pursuit of the objection (the "*Objecting Attorneys*"); and (5) a statement indicating whether the objector intends to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the applicable rules). If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

3.8. Exclusion Requests. The notice shall direct that exclusion requests, if any, be sent to the Class Administrator, which will provide periodic updates on exclusion requests to the Parties' Counsel. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that they wish to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include complete information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid, and the individual who submitted such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders granting preliminary or final approval to this settlement; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the individual requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

3.9. Entry of Final Judgment. Within fourteen (14) calendar days of the date set by the Court for Final Approval, Plaintiff through stipulated motion will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, substantially in the form of Exhibit D, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that the Injunction be implemented against Defendant for the Class Members, ordering that attorneys' fees, costs, expenses, and Representative Plaintiff Service Awards be paid in the amount approved by the Court, approving the form of notice provided to all Class Members, dismissing the Action with

prejudice, and barring Class Members from bringing claims within the scope of the Released Claims. Defendant will not oppose the request.

3.10. **Dismissal.** Upon Final Approval of the Agreement, the Parties shall cooperate to jointly seek Court approval to dismiss the Action with prejudice.

3.11. **Reporting.** Within thirty (30) calendar days of completing the distribution of payments in Section 2 above, the Class Action Administrator will provide the Court a report verifying its compliance with this Agreement to the date of the report.

4. **RELEASES.**

4.1. **Sole and Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

4.2. **Class Release to Defendant and the Released Parties.** Effective upon Final Approval, Representative Plaintiff, for himself and as the representative of the Plaintiff Class, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

4.3. **Individual Releases by Representative Plaintiff.** Effective upon Final Approval, the Representative Plaintiff, for himself and on behalf of his respective agents, successors, heirs, assigns, and any other person who can claim by or through his in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims, whether raised in the Action or not.

4.4. **Covenant Not to Sue.** Representative Plaintiff and the Releasing Parties will be deemed to have agreed not to sue any Released Party with respect to any of the Released Claims and to have agreed to be forever barred from doing so.

5. **MISCELLANEOUS PROVISIONS:**

5.1. **Settlement Purpose of Agreement.** This Agreement is governed by the terms of ER 408 and is for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party, or admission by any party of any claim, defense or allegation made in the Action and/or any other action, nor as an admission by Defendant, the Representative Plaintiff, Class Members, or

Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit D, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

5.2. Settlement Agreement Not Severable. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit D, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, the Parties agree to work in good faith to resolve any differences they may have regarding a revised Agreement to be re-submitted to the Court. If the parties are unable to resolve any such differences, the Parties agree to engage a mediator, upon mutual agreement, to help the Parties resolve any and all disputes regarding the terms and conditions of any revised agreement. If a resolution cannot be reached through mediation, this Settlement Agreement is nullified, and Representative Plaintiff, individually and on behalf of all Class Members, and all Class Members individually, shall be free to pursue any claims available to them, and Defendant shall be free to assert any defenses available to it.

5.3. Third Party Disclosure and Non-Disparagement. The Parties agree that no Party shall issue any press release to the news media. Each Party shall refrain from making any false, negative, critical or disparaging statements, representations or other communications, directly or indirectly, in writing or orally, concerning either party. For purposes of clarification, such communications would include but are not limited to disparaging remarks about Defendant and its stockholders, officers, directors, employees, agents, advisors, partners, affiliates, consultants, products services, formulae, business practices, corporate structure or organization; role in the community; treatment of employees; and marketing methods.

Notwithstanding anything to the contrary, each Party may respond truthfully to any request for information about either Party as required by legal process, provided that such Party shall first give prior written notice to the other Party of any such request as soon as reasonably practicable in order to provide the Party the opportunity to contest such requirement or order within a reasonable time prior to the time when disclosure is to be made.

5.4. Cooperation. The Parties and their counsel will cooperate fully in the process of seeking Settlement Approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who

prosecutes the appeal), to give Defendant full and final peace from further prosecution of the Released Claims, and to give the Class Members the benefits they enjoy under this Agreement.

5.5. **Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

5.6. **Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Class Members' substantive rights must be in writing and signed by Representative Plaintiff and Defendant; any other modification of the Agreement must be in writing and signed by Class Counsel and Defendant.

5.7. **Construction of Agreement.** The determination of the terms and drafting of this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any party.

5.8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, affiliates, employees, partners, shareholders, members, servants, contractors, subcontractors, agents, directors, officers, attorneys, landlords, licensees, lessors, representatives, employee benefit plans and plan fiduciaries, insurers, reinsurers, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities.

5.9. **Waiver.** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

5.10. **Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties acknowledge and affirm that all persons signing below are duly authorized to enter into this Agreement and render it binding on behalf of the entities described below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile or electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

5.11. **Use and Retention of Information.** Upon final Court approval of the Settlement Order and Judgment, Class Counsel shall destroy all documents received from Defendant or any third-party in discovery. Notwithstanding the foregoing, Plaintiff may retain copies of any documents produced in discovery that pertain solely to him. Class Counsel may only use documents and information received from Defendant under this Agreement to effectuate this Agreement.

5.12. **Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement.

5.13. **Authority.** All Counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients.

5.14. **Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Plaintiff Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person except those associated with the Parties as mentioned in this Settlement Agreement.

5.15. **Communications.** Any communications to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

5.16. **Rules of Professional Conduct.** Nothing in this Agreement shall be construed or otherwise used to require any attorney to violate any rule of professional conduct or ethics which governs their membership with any state or federal court bar.

5.17. **Calculation of Time.** All time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

<p>AGREED TO AND ACCEPTED:</p> <p>Dated: <u>January 16</u>, 2026</p>	<p>CAMERON SUTHERLAND, PLLC <i>Attorneys for Representative Plaintiff and Class Members</i></p> <p>By <u><i>Shayne Sutherland</i></u> <small>Shayne Sutherland (bar #44593)</small></p> <p>Shayne J. Sutherland, WSBA #44593 827 W. 1st Avenue, Suite 301 Spokane WA 99201 0410 Telephone: (509) 315-4507 ssutherland@cameronsutherland.com</p>
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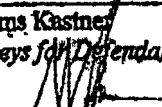
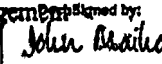
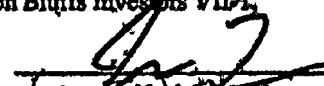
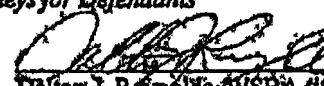
<p>AGREED TO AND ACCEPTED Dated: <u>1/16/26</u>, 2026</p>	<p>Ulises Lopez Ulises Lopez, Representative Plaintiff</p>
<p>AGREED TO AND ACCEPTED Dated: <u>January 16</u>, 2026</p>	<p>Williams Kastner Attorneys for Defendants By:  Maxwell B. Glasson, WSBA #51948 601 W. Riverside Ave., Suite 800 Spokane, WA 99201 Telephone: 509-352-4807 MGlasson@williamskastner.com</p>
<p>AGREED TO AND ACCEPTED Dated: <u>1/20/2026</u>, 2026</p>	<p>Hoban & Associates, LLC dba Coast Management Signed by:  By: <u>CS018702CEM00</u> John Majhofer Name President Title</p>
<p>AGREED TO AND ACCEPTED Dated: <u>January 21</u>, 2026</p>	<p>Canyon Bluffs Investors VII-L By:  Jason Kester Name President, CEO Title</p>
<p>AGREED TO AND ACCEPTED Dated: <u>January 16</u>, 2026</p>	<p>Winston and Cashatt, Lawyers Attorneys for Defendants By:  Dalton J. Reynolds, WSBA #54055 601 W. Riverside Ave., Suite 1900 Spokane, WA 99201 Telephone: 509-838-6131 djr@winstoncashatt.com</p>

EXHIBIT A

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

ULISES LOPEZ on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HOBAN & ASSOCIATES, LLC a Washington
Limited Liability Company d/b/a COAST
PROPERTY MANAGEMENT, COAST
SCREENING SERVICES, COAST
COLLECTION SERVICES, COAST
MANAGEMENT COMPANY, INC. (CMC);
and CANYON BLUFFS INVESTORS VII-1,
LLC, a Washington limited liability company,

Defendants.

NO. 20-2-01929-32

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
AMENDED CLASS DEFINITION AND
CLASS SETTLEMENT**

Plaintiff Ulises Lopez ("Plaintiff") has filed an Unopposed Motion for Preliminary
Approval of Amended Class Definition and Class Settlement ("Motion"). Having reviewed the
Motion and supporting documents, the Court hereby **ORDERS, ADJUDGES AND DECREES**
as follows:

A. Plaintiff's Counsel and Defendants' (hereinafter referred to collectively in the
singular form of "Defendant") Counsel have advised the Court that the Parties have agreed,
subject to final approval by this Court following notice to the proposed Settlement Class and a
hearing, to settle this Action on the terms and conditions set forth in the Settlement Agreement
and Release (the "Agreement").

1 B. The Court has reviewed the Agreement, as well as the files, records, and
2 proceedings to date in this matter. The terms of the Agreement are hereby incorporated as though
3 fully set forth in this Order. Capitalized terms shall have the meanings attributed to them in the
4 Agreement.

5 C. Based upon preliminary examination, it appears that the Agreement is sufficiently
6 fair, reasonable, and adequate to warrant Notice to the proposed Settlement Class, and that the
7 Court should hold a hearing after Notice to the Settlement Class to determine whether to enter a
8 Final Approval Order in this action based upon that Agreement.

9 Based upon the foregoing, the Court finds and concludes as follows:

10 1. **Preliminary Approval of Proposed Settlement.** The Agreement, including all
11 exhibits thereto, is preliminarily approved as fair, reasonable and adequate. The Court finds that
12 (a) the Agreement resulted from extensive arm's-length negotiations, and (b) the Agreement is
13 sufficient to warrant notice thereof to members of the Settlement Class and the Fairness Hearing
14 described below.

15 2. **Class Certification.** On February 17, 2023, pursuant to CR 23(a) and (b)(3), the
16 court certified the following Class:

- 17 (a) All persons;
18 (b) Who applied to rent any property in Washington;
19 (c) Where the rental property, on the date of the application, was owned or
20 managed by Defendants or where Defendants were a "landlord" of the property,
21 as defined by RCW 59.18.030(16);
22 (d) Who paid any tenant screening fee to Defendants or their affiliates; and/or
23 (e) Where, prior to paying any screening fee, the person was not provided
24 with written or posted notice of the information required by RCW 59.18.257,
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1 including but not limited to the name and address of the source from which the
2 screening report would be obtained; and

3 (f) Where the violation occurred from three (3) years of the commencement
4 of this action April 28, 2017 through February 10, 2023.

5 (SN 101).

6
7 **3. *Amended Class Definition for Class Settlement.*** Pursuant to the Parties'
8 Settlement Agreement and the evidence presented, the Court amends the previous class
9 definition to the following, for purposes of the Class Settlement:

10 All persons who:

- 11 (1) from April 28, 2017, to February 10, 2023, applied to rent a rental property then-
12 managed or owned by Defendant and located in the State of Washington;
- 13 (2) paid a tenant screening fee to Defendant;
- 14 (3) were screened by RealPage, Inc, d/b/a On-Site ("On-Site"); and
- 15 (4) did not receive all of the prospective tenant screening disclosures required by RCW
16 59.18.257.

17 The Class does not include any persons who timely and validly request exclusion from
18 the Class, nor Defendant, employees of Defendant, any person or entity that has a controlling
19 interest in Defendant, Defendant's current or former directors and officers, as well as the Parties'
20 counsel, their immediate families, and the presiding Court.

21 **4. *Additional Findings and Findings Incorporated.*** The Court finds that the
22 amendment to the class definition is proper and necessary, in that only Defendant's tenants
23 screened by the third party On-Site are properly included in the Class pursuant to the Parties'
24 Settlement. Further, the Court's findings and conclusions present in its February 17, 2023, Order
25 certifying this matter as a class action (SN 101), including but not limited to finding the elements
26 of CR 23 satisfied and the appointment of Ulises Lopez as Class Representative and Shayne J.

1 Sutherland of Cameron Sutherland, PLLC, as class counsel, are incorporated herein, and remain
2 satisfied by limiting the class to only those persons screened by On-Site.

3 **5. Settlement Administrator.** The Court appoints EisnerAmper dba EAG Gulf
4 Coast, LLC ("EAG"), as the Settlement Class Administrator, which shall fulfill the Class
5 Administration functions, duties, and responsibilities of the Settlement Administrator as set forth
6 in the Agreement and this Order.

7 **6. Fairness Hearing.** A Fairness Hearing shall be held before this Court on
8 _____, at _____ a.m./p.m. (approximately 120 days after entry of this Order),
9 to determine whether the Agreement is fair, reasonable, and adequate and should be given final
10 approval. Papers in support of final approval of the Agreement and Class Counsel's application
11 for an award of attorneys' fees and costs, and for a service award to the Plaintiff (the "Fee and
12 Expense Application") shall be filed with the Court according to the schedule set forth in
13 Paragraph 13 below. The Court may postpone, adjourn, or continue the Fairness Hearing without
14 further notice to the Settlement Class. After the Fairness Hearing, the Court may enter a Final
15 Approval Order in accordance with the Agreement, which will adjudicate the rights of the
16 Settlement Class Members with respect to the claims being settled.

17 **7. Class Notice.** The Court approves the form and content of the notices attached as
18 Exhibit B and Exhibit C to the Agreement. The Parties shall comply with the notice requirements
19 of the Agreement. In compliance with that Agreement, beginning no later than thirty (30) days
20 after entry of this Order, the Class Administrator shall cause Notice to be delivered in the manner
21 set forth in the Agreement, launch the Settlement Website, and provide all notice and claims
22 services as set forth in the Agreement.

23 **8. Findings Concerning Class Notice.** The Court finds the Class Notice and the
24 manner of its dissemination described in the Agreement constitutes the best practicable notice
25 under the circumstances, including individual notice to all Settlement Class Members who can be
26 identified through reasonable effort, and is reasonably calculated, under all the circumstances, to
27 apprise Settlement Class Members of the pendency of this action, the terms of the Agreement,

1 and their right to object to or exclude themselves from the Settlement Class. The Court finds that
2 the Notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons
3 entitled to receive notice, and that it meets the requirements of due process, CR 23, and any other
4 applicable laws.

5 **9. Exclusion from Settlement Class.** Settlement Class Members who wish to
6 exclude themselves from the Settlement Class and follow the procedures set forth in this
7 Paragraph shall be excluded. Any potential member of the Settlement Class may mail a written
8 request for exclusion, in the form specified in the Class Notice, to the Class Administrator at the
9 address set forth in the Class Notice. In the written request for exclusion, Settlement Class
10 Members must include their full name, address, telephone number, signature, case name (to
11 allow the Settlement Administrator to ensure the exclusion request is for this and not another
12 case administered by the same Settlement Administrator), and a statement that they wish to be
13 excluded from the Settlement Class for purposes of this settlement. A request to be excluded that
14 does not include all of this information, or that is sent to an address other than that designated in
15 the Notice, or that is not postmarked within the time specified, shall be invalid, and the
16 individual who submitted such a request shall be a member of the Settlement Class and shall be
17 bound as a Settlement Class Member by this Agreement. All such written requests must be
18 postmarked no later than sixty (60) days after the date established by the Court for the Settlement
19 Administrator to provide Class Notice. All persons who properly request exclusion from the
20 Settlement Class shall not be Settlement Class Members and shall have no rights with respect to,
21 nor be bound by, the Agreement, should it be finally approved. The names of all such excluded
22 individuals shall be attached as an exhibit to any Final Approval Order.

23 **10. Claims Procedures.** The Court approves the claims procedures set forth in the
24 Agreement. Here, unless Settlement Class Members timely exclude themselves from the
25 Settlement Class, they will receive disbursement of the funds allocated in the Agreement.

1 **11. Costs of Class Notice and Claims Processing.** Defendant shall bear all costs of
2 notice to the Settlement Class of the pendency and settlement of the Action and other Settlement
3 Administration costs as provided in the Agreement.

4 **12. Objections and Exclusions.**

5 (a) **Written Objections.** Any Settlement Class Member who has not timely
6 submitted a written request for exclusion from the Settlement Class, and thus is a Settlement
7 Class Member, may object to the fairness, reasonableness, or adequacy of the Agreement or the
8 Fee and Expense Application. Any Settlement Class Member who wishes to object to the
9 Agreement or the Fee and Expense Application must file with the Court and deliver to Class
10 Counsel and Defendant's counsel a written objection. The written objection, which the objecting
11 Settlement Class Member must personally sign, must state: (i) the objector's full name, address,
12 and current telephone number; (ii) an explanation of the reason why the objector claims to be a
13 Settlement Class Member; (iii) all grounds for the objection, including any documents, evidence,
14 and citations; (iv) the name and contact information of any and all attorneys representing,
15 advising, or in any way assisting the objector in connection with the preparation or submission of
16 the objection or who may profit or otherwise benefit from the pursuit of the objection; and (v)
17 whether the objector intends to appear at the Fairness Hearing on their own behalf or through
18 counsel. If a Settlement Class Member or any Objecting Attorney has objected to any class
19 action Settlement where the objector or the Objecting Attorneys asked for or received any
20 payment in exchange for dismissal of the objection, or any related appeal, without any
21 modification to the Settlement, then the objection must include a statement identifying each such
22 case by full case caption. Any documents that the objector wants the Parties and the Court to
23 consider must also be attached to the written objection. The written objection and any supporting
24 papers must be filed with the Court and delivered to Class Counsel and Defendant's counsel no
25 later than sixty (60) days after the date on which Class Notice is first transmitted. Any objection
26 not timely made in this manner shall be waived and forever barred.

1 (b) *Appearance at Fairness Hearing.* Objectors who timely and fully comply
2 with the requirements above may appear at the Fairness Hearing, either in person or through an
3 attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this
4 Settlement. Any Settlement Class Member who does not timely deliver a written objection and
5 notice of intention to appear by sixty (60) days from the date for delivery of the Class Notice as
6 set forth in Paragraph 7 above, in accordance with the requirements of this Order, shall not be
7 permitted to object or appear at the Settlement Hearing, except for good cause shown, and shall
8 be bound by all proceedings, orders and judgments of the Court.

9 (c) *Fees and Expense Application.* Class Counsel shall file their Fee and
10 Expense Application, together with all supporting documentation, no later than thirty (30)
11 calendar days prior to the Objection and Exclusion deadline, sufficiently in advance of the
12 expiration of the objection period that any Settlement Class Member will have sufficient
13 information to decide whether to object and, if applicable, to make an informed objection.

14 (d) *Motion for Final Approval and Responses to Objections.* Class Counsel
15 shall file with the Court their Motion for Final Approval of the Settlement and any responses to
16 any filed objections to the Agreement or the Fee and Expense Application, together with all
17 supporting documentation, no later than fourteen (14) days before the Fairness Hearing.

18 13. *Dates of Performance.* In summary, the dates of performance are as follows:

19 (a) Defendant shall provide a list of Class Member names and last known
20 addresses, and email addresses, where available, for Class Members to Settlement Administrator
21 on or before _____, 2026, i.e., no later than fifteen (15) days after entry of this Order;

22 (b) Defendant shall provide \$1,400,000 to the Settlement Administrator
23 \$1,400,000 to cover the costs necessary for class administration, claims payments, Class
24 Counsel's attorneys' fees and costs, and the Service Award, in the amounts set forth in the
25 Settlement Agreement to the Settlement Administrator on or before _____, 2026, i.e., no
26 later than fifteen (15) days after entry of this Order;

1 (c) The Settlement Administrator shall send the Class Notice to potential
2 Settlement Class Members beginning on or before _____, 2026, i.e., within thirty (30)
3 days after receiving the Class Member contact and location information from Defendant;

4 (d) Class Counsel's Fee and Expense Application, and all supporting
5 materials, shall be filed no later than _____, 2026, i.e., no later than thirty (30) days
6 after entry of this Order;

7 (e) Settlement Class Members who desire to be excluded shall mail requests
8 for exclusion postmarked by _____, 2026, i.e., no later than sixty (60) days after the
9 date in subsection (c) above;

10 (f) All objections to the Settlement, Agreement or the Fee and Expense
11 Application shall be filed with the Court and delivered to the Parties' counsel no later than
12 _____, 2026, i.e., the same date as in subsection (e) above;

13 (g) Plaintiff's final approval motion, any Parties' responses to objections, and
14 all supporting materials, shall be filed by _____, 2026, i.e., at least fourteen (14) days
15 before the date in subsection (i) below;

16 (h) If objections are received by the Parties' counsel and / or filed with the
17 Court after the objection deadline, any Party may file a response at any time prior to the Fairness
18 Hearing;

19 (i) The Fairness Hearing shall be held on _____, at _____
20 a.m./p.m., i.e., approximately one hundred and twenty (120) days from entry of this Order; and

21 (j) The Settlement Administrator shall distribute payments to Class Members
22 by _____, 2026, i.e., no later than thirty (30) days after the date in subsection (i) above;

23 **14. *Effect of Failure to Approve the Agreement.*** In the event the Court does not
24 approve the Agreement, or for any reason the Parties fail to obtain a Final Approval Order as
25 contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any
26 reason, then the following shall apply:

1 (a) All orders and findings entered in connection with the Agreement shall
2 become null and void and have no further force and effect, shall not be used or referred to for
3 any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

4 (b) The case shall return to its status as it existed before entry of this Order;

5 (c) Nothing contained in this Order is, or may be construed as, any admission or
6 concession by or against Plaintiff or Defendant on any point of fact or law, including, but not
7 limited to, factual or legal matters not already determined, i.e., damages; and

8 (d) Nothing in this Order or pertaining to the Agreement shall be used as evidence
9 in any further proceeding in this case.

10 **15. *Discretion of Counsel.*** Counsel are hereby authorized to take all reasonable steps
11 in connection with approval and administration of the Settlement not materially inconsistent with
12 this Order or the Agreement, including, without further approval of the Court, making minor
13 changes to the content of the Class Notice that they jointly deem reasonable or necessary.

14 **16. *Stay of Proceedings Pending Approval of the Settlement.*** All proceedings before
15 the Court are stayed pending final approval of the Settlement, except as may be necessary to
16 implement the Settlement or comply with the terms of the Agreement.

17 **17. *Injunction Against Asserting Released Claims Pending Settlement Approval.***
18 Pending final determination of whether the Settlement should be approved, Plaintiff, all
19 Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement
20 Class Members, either directly, representatively or in any other capacity, are preliminarily
21 enjoined from asserting, commencing, or prosecuting against the Released Parties in any action
22 or proceeding in any court, tribunal, or other forum any of the Released Claims, provided,
23 however, this injunction shall not apply to individual claims of any Settlement Class Members
24 who timely and properly exclude themselves in a manner that complies with this Order. This
25 injunction is necessary to protect and effectuate the Settlement, this Order, and the Court's
26 flexibility and authority to effectuate this Settlement and to enter judgment when appropriate and
27 is ordered in aid of the Court's jurisdiction and to protect its judgments.

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WINSTON & CASHATT LAWYERS, PS
Attorneys for Defendant Canyon Bluffs Investors VII-1, LLC

Dalton J. Reynolds WSBA #51948
601 Union Street, Suite 4100
Seattle, WA 98101-2380
Tel:(509) 838-6131
djr@winstoncashatt.com

EXHIBIT B

**If You Paid a Tenant Screening Fee to Coast Property Management Between
April 28, 2017, and February 10, 2023,
You May Be Entitled to Benefits Under a Class Action Settlement.**

*The Spokane County Superior Court of Washington authorized this Notice.
This is not a solicitation from a lawyer.*

A proposed settlement of a class action lawsuit relates to allegations that Hoban & Associates, LLC, a Washington limited liability company d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, Inc. (CMC), and/or Canyon Bluffs Investors VII-1, LLC, (hereafter collectively referred to as “Defendant”) failed to provide certain required disclosures prior to obtaining screening reports in violation of state law. The case is known as *Ulises Lopez v. Hoban & Associates, LLC, dba Coast Property Management*, No. 20-2-01929-32 (Superior Court of the State of Washington for the County of Spokane) (“Action”).

What is the lawsuit about? In the Action, the Plaintiff Ulises Lopez (“Plaintiff”) claimed, among other things, that Defendant obtained information on prospective tenants without first providing certain required disclosures to those prospective tenants, in violation of Washington State law. The Court did not determine that Defendant violated RCW 59.18.257 and did not determine an award of damages (if any) that would be due to each Class Member. Instead, this settlement was reached between the parties, anticipating a payment to each participating Class Member of \$27.56. The Defendant claims it has abided by all state and federal laws. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.

Who is included? You are a Class Member if:

- (1) from April 28, 2017, to February 10, 2023, you applied to rent at any property in the State of Washington, where the rental property on the date of application was owned or managed by Defendant, or where Defendant was a “landlord” of the property, as defined by RCW 59.18.030(16);
- (2) you paid a tenant screening fee to Defendant or its affiliates;
- (3) were screened by RealPage, Inc, d/b/a On-Site (“On-Site”); and
- (4) you did not receive all of the prospective tenant screening disclosures required by RCW 59.18.257.

What does the settlement provide? The Defendant has agreed to pay a total settlement amount of \$1,400,000 which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves from the Settlement, pay Class Counsel’s attorneys’ fees and costs, pay an incentive award to the Representative Plaintiff, and pay costs and expenses of settlement administration.

What are your options?

What are your options?

Do Nothing: If you do nothing, you will be eligible to receive the benefits allocated to Class Members and will be bound by the terms of the Settlement Agreement and Final Judgment.

Opt-Out or Object: If you opt out, you will retain your right to sue the Defendant separately, however, you will not be eligible to receive any benefits. You must submit a request for exclusion. To exclude yourself from the settlement, you must send a signed letter by mail stating that you “want to opt out of the *Ulises Lopez v. Coast Property Management Settlement*.” Please be sure to include your name, address, telephone number, and your signature. Requests for exclusion must be **postmarked on or before MM DD, 2026**. Detailed instructions are available on the Settlement Website.

You may also object to any part of this Settlement. Details about how to object are available on the Settlement Website. Objections must be filed with or mailed to the Court **on or before MM DD, 2026**.

Has the Court approved the Settlement? No. The Court will hold a Fairness Hearing on ~~XXXXXX~~, at the Superior Court of the State of Washington for the County of Spokane, 1116 W Broadway Ave., Room 408, Spokane, WA 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. The Judge will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the requested attorneys’ fees, costs, and Service Award. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

How Do You Get More Information?

This notice is only a summary. To obtain a detailed Notice of Class Action Settlement and find answers to common questions about the settlement plus other information, including a copy of the Settlement Agreement, visit www.SettlementWebsite.com.

www.website.com

(555) 555-5555

13-0555-4926.1

4916-5586-0049.2

EXHIBIT C

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

**If You Paid a Tenant Screening Fee to Coast Property Management Between
April, 28, 2017, and February 10, 2023,
You May Be Entitled to Benefits Under a Class Action Settlement.**

*The Spokane County Superior Court authorized this Notice.
This is not a solicitation from a lawyer.*

- A proposed settlement of a class action lawsuit relates to allegations that Hoban & Associates, LLC, a Washington limited liability company d/b/a Coast Property Management, Coast Screening Services, Coast Collection Services, Coast Management Company, Inc. (CMC), and/or Canyon Bluffs Investors VII-1, LLC, (hereafter collectively referred to as “Defendant”), obtained information on prospective tenants and charged them a tenant screening fee without first providing them with required disclosures in violation of state law. The case is known as *Ulises Lopez v. Hoban & Associates, LLC, dba Coast Property Management, No. 20-2-01929-32 (Superior Court of the State of Washington for the County of Spokane)* (“Action”).
- The Court did not determine that the Defendant violated RCW 59.18.257 and did not determine an award of damages (if any) that would be due to each Class Member. Instead, this settlement was reached between the parties, anticipating a payment to each participating Class Member of \$27.56. The Defendant denies all allegations of wrongdoing in the lawsuit. The Defendant claims it has abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, the Defendant does not admit any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The proposed settlement provides for a \$1,400,000 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 fund will also be used to pay the costs and expenses of settlement administration, an incentive award to the Plaintiff, 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
DO NOTHING	You will receive payment under the settlement and will be giving up your rights to assert any claims about the legal claims in the case against Defendant.	Month XX, 2026
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in the case.	Month XX, 2026
OBJECT	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.	Month XX, 2026
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.	Month XX, 2026

QUESTIONS? VISIT WWW.SPOKANEJUDICIALS.COM

- 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.



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[INSERT]

QUESTIONS? VISIT WWW._____.COM

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Basic Information

1. Why did I get a Notice?

You received 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 against Defendant and about your options before the Court decides whether to approve the settlement. If the Court approves it 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?

The Plaintiff filed a proposed class action lawsuit (the "Action") against the Defendant.

In the Action, the Plaintiff claimed, among other things, that the Defendant collected information on prospective tenants without first providing required disclosures to them, in violation of Washington State law. The Court did not determine if Defendant violated RCW 59.18.257. The Court also did not determine the award of damages that would be due to each Class Member. The Defendant claims it has abided by all state and federal laws. As part of the proposed settlement, the Defendant does not admit any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.

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 Ulises Lopez. 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 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 did not decide liability in favor of the Plaintiff, and it did not determine the award of damages due to each Class Member. To avoid the cost, uncertainty, and delay of going to trial on damages, the parties agreed to this settlement, which anticipates paying each participating Class Member \$27.56. The Class Representative and his attorneys think 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.

QUESTIONS? VISIT WWW.SPOKANESETTLEMENT.COM

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) from April 28, 2017, to February 10, 2023, you applied to rent at any property in the State of Washington, where the rental property on the date of application was owned or managed by Defendant, or where Defendant was a "landlord" of the property, as defined by RCW 59.18.030(16);
- (2) you paid a tenant screening fee to Defendant, or its affiliates;
- (3) were screened by RealPage, Inc, d/b/a On-Site ("On-Site"); and
- (4) you did not receive all of the prospective tenant screening disclosures required by RCW 59.18.257.

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 Court. The Class also does not include any persons who validly request exclusion from the Class.

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._____.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 \$1,400,000, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves from the Settlement; pay Class Counsel's attorneys' fees and costs; pay an incentive award to the Plaintiff; and pay costs and expenses of settlement administration. Each Class Member is expected to receive approximately \$27.56.

The Settlement Administrator will determine whether you are a Settlement Class Member or have validly excluded yourself.

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 within sixty (60) days, you are eligible to receive payment. The Court will hold a hearing on _____, to decide whether to approve the Settlement. If the Settlement is approved, payments will be emailed (you may select to receive payment via a digital medium) or mailed from the Settlement Administrator within thirty (30) days of the Court entering a final order approving the Settlement.

QUESTIONS? VISIT WWW._____.COM

10. When do I get my payment?

The Court will hold a hearing on _____, to decide whether to approve the settlement (“Fairness Hearing”). If the Court approves the Settlement after that, there may be 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 emailed or mailed from the Settlement Administrator within thirty (30) 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, rights, demand, actions, suits, liens, damages, attorneys’ fees, obligation, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, Washington statutory law, Washington common law, or Washington regulations, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes, or municipalities that arise out of or relate in any way to alleged violations of claims under RCW 59.18.257 that have been, or could have been brought in this action.

“Released Parties” means Defendant and its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of its respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on its behalf, and any and all persons or entities who played any role in the tenant application process, including but not limited to any owners of properties located in Washington and managed or then-managed by Defendant.

Excluding Yourself from the Settlement

If you don’t want anything from this settlement, and you want to keep any right you may have to sue or continue to sue 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 a signed letter by mail stating that you “want to opt out of the *Ulises Lopez v. Coast Property Management Settlement*.” Please be sure to include your name, address, telephone number, and your signature. You can’t exclude yourself on the phone or by fax or email. You must mail your exclusion request postmarked no later than _____, to:

QUESTIONS? VISIT WWW. _____ .COM

Ulises Lopez v. Coast Property Management, LLC
Settlement Administrator
P.O. Box _____,
City, State, ZIP

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 Action. You may be able to sue (or continue to sue) Defendant in the future about the legal issues in this case.

14. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Defendant and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before _____.

15. If I exclude myself, can I get a payment from this settlement?

No. However, if you exclude yourself, you may exercise any right 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 the law firm of Cameron Sutherland, PLLC 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 fees and costs, which 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 up to \$466,667. Class Counsel will also request up to a \$10,000 Service Award for the Representative Plaintiff for serving as the class representative. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund. You have the right to object to the requested attorneys' fees and costs, and Service Award.

Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees and reimbursement of costs, and for the Service Award, by no later than _____ and _____, respectively. These papers will also be posted on the Settlement Website (www._____.com).

QUESTIONS? VISIT WWW._____.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 with the Court and deliver to Class Counsel and Defendant's counsel a signed letter saying you object to the proposed settlement in *Ulises Lopez v. Coast Property Management*, No. 20-2-01929-32. Be sure to include your name, address, telephone number, a statement indicating that you are a class member, your signature, and the reasons why you object to the settlement. Your objection and any supporting papers must be postmarked by and mailed to Class Counsel at the following address no later than [DATE]:

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 to Class Counsel and Defendant's counsel at the following addresses **no later than [60 days after Class Notice deadline]**:

Shayne J. Sutherland
Cameron Sutherland, PLLC
827 W. 1st Avenue, Ste. 301
Spokane, WA 99201
Class Counsel

Maxwell B. Glasson
Williams, Kastner & Gibbs, PLLC
601 West Riverside Avenue, Ste. 800
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 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 _____ on _____, at the Spokane County Superior Court, Courtroom #408, 1116 W. Broadway Ave., Spokane, Washington, 99260. At this hearing, the Court will

QUESTIONS? VISIT WWW.SPOKANEJUDICIALSYSTEM.COM

consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Hon. 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, and Service Award. 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 questions 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 postmarked by _____, 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 send a letter saying that it is your "Notice of Intention to Appear" in "*Ulises Lopez v. Coast Property Management*, No. 20-2-01929-32." 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 postmarked and sent to the Court's, Class Counsel's, and Defendant's Counsel's addresses in Question 18, **no later than 60 days after the notice was sent to you**. 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 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._____.com.

25. How do I get more information?

You can visit the settlement website at www._____.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:

QUESTIONS? VISIT WWW._____.COM

Ulises Lopez v. Coast Property Management, No. 20-2-01929-32. Be
EAG Gulf Coast, LLC
P.O. Box _____
City, State, ZIP.

You should not direct questions to the Court

Dated: _____, 2026.

By Order of the Court
CLERK OF THE COURT

QUESTIONS? VISIT WWW._____.COM

EXHIBIT D

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

ULISES LOPEZ on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HOBAN & ASSOCIATES, LLC a Washington
Limited Liability Company d/b/a COAST
PROPERTY MANAGEMENT, COAST
SCREENING SERVICES, COAST
COLLECTION SERVICES, COAST
MANAGEMENT COMPANY, INC. (CMC);
and CANYON BLUFFS INVESTORS VII-1,
LLC, a Washington limited liability company,

Defendants.

NO. 20-2-01929-32

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT**

THIS MATTER came before the Court on Plaintiff's Unopposed 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 Settlement Order and Final Judgment ("Final Judgment"), which constitutes a final adjudication on the merits of all claims of the Settlement Class.

On _____, 2026, this Court granted preliminary approval to the proposed Settlement between Plaintiff and Defendants Hoban & Associates, LLC d/b/a Coast Property

[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS SETTLEMENT

Cameron Sutherland, PLLC
827 W. 1st Ave., Ste. 301
Spokane, WA 99201
Tel: (509) 315-4507

1 Management, Coast Screening Services, Coast Collection Services, Coast Management Company,
2 a Washington limited liability company and Canyon Bluffs Investors VII-1, LLC, a Washington
3 limited liability company (collectively hereafter "Defendant"). The proposed Settlement resolves
4 all of the Settlement Class's claims against Defendant in exchange for Defendant's agreement to
5 provide certain monetary and non-monetary consideration to Settlement Class Members as set
6 forth in the Settlement Agreement and Release (the "Agreement"). On _____, 2026, this
7 Court held a Fairness Hearing to consider whether to grant final approval to the Settlement and
8 to consider Class Counsel's Fee and Expense Application. The Court heard from the parties'
9 counsel and others who elected to appear to voice their support for or objection to the Settlement
10 and/or the Fee and Expense Application.

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

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

18 2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Agreement
19 with respect to and over all parties to the Agreement, including Plaintiff and all members of the
20 Settlement Class. That Settlement Class is as Certified in the Court's Order Granting Preliminary
21 Approval of Amended Class Definition and Class Settlement ("Preliminary Approval Order"):

22 All persons who:

23 (1) from April 28, 2017, to February 10, 2023, applied to rent a rental property then-
24 managed or owned by Defendant and located in the State of Washington;

25 (2) paid a tenant screening fee to Defendant;

26 (3) were screened by RealPage, Inc, d/b/a On-Site ("On-Site"); and

1 (4) did not receive all of the prospective tenant screening disclosures required by RCW
2 59.18.257.

3 The Settlement Class does not include any persons who timely and validly requested
4 exclusion from the Settlement Class, nor Defendant, Defendant's employees, any person or
5 entity that has a controlling interest in Defendant, Defendant's current or former directors and
6 officers, as well as the parties' counsel and their immediate families.

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

11 **4. Class Certification.** This Court confirms that its certification of the Class in its
12 prior Class Certification Order (SN 101) and as amended in its Preliminary Approval Order, was
13 appropriate and makes that certification final as amended, as set forth in the Court's Preliminary
14 Approval Order.

15 **5. Exclusion from Settlement Class.** Certain members of the Settlement Class have
16 timely and properly requested to be excluded from the Settlement Class and the Settlement.
17 **Exhibit A**, attached hereto, lists the Settlement Class Members who timely and properly
18 requested exclusion from the Settlement Class. Accordingly, this Final Judgment shall not bind
19 or affect Settlement Class Members listed on **Exhibit A**.

20 **6. Appointment of Class Counsel and Plaintiff.** The Court confirms the
21 appointment of Shayne J. Sutherland of Cameron Sutherland, PLLC, as Class Counsel. The
22 Court confirms the appointment of Ulises Lopez as representative of the Settlement Class.

23 **7. Objections Overruled.** The Court has considered and hereby overrules all
24 objections brought to the Court's attention, whether properly filed or not.

25 **8. No Admission.** Neither this Final Judgment nor the Agreement is an admission or
26 concession by the Defendant of the validity of any claims or of any liability or wrongdoing or of
27 any violation of law. This Final Judgment and the Agreement do not constitute a concession and

1 shall not be used as an admission or indication of any wrongdoing, fault or omission by the
2 Defendant or any other person in connection with any transaction, event or occurrence, and
3 neither this Final Judgment nor the Agreement nor any related documents in this proceeding, nor
4 any reports or accounts thereof, shall be offered or received in evidence in any civil, criminal, or
5 administrative action or proceeding, other than such proceedings as may be necessary to
6 consummate or enforce this Final Judgment, the Agreement, and all releases given thereunder, or
7 to establish the affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of
8 claims released in the Agreement.

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

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

18 **11. Injunction Against Asserting Released Claims.** Plaintiff, all Settlement Class
19 Members, and any person or entity allegedly acting on behalf of Settlement Class Members,
20 either directly, representatively or in any other capacity, are permanently enjoined from
21 asserting, commencing, or prosecuting against the Released Parties in any action or proceeding
22 in any court, tribunal, or other forum any of the Released Claims, provided, however, that this
23 injunction shall not apply to individual claims of any Settlement Class Members listed in
24 **Exhibit A** who timely and properly requested exclusion from the Settlement Class. This
25 injunction is necessary to protect and effectuate the settlement, this Order, and the Court's
26

1 flexibility and authority to effectuate this settlement and to enter judgment when appropriate and
2 is ordered in aid of the Court's jurisdiction and to protect its judgments.

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

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

1 **14. Service Award.** As a service payment in compensation for the time, effort, and
2 risk he undertook as representative of the Settlement Class, the Court hereby awards \$10,000 as
3 a combined Service and statutory damage Award to Ulises Lopez to be paid by the terms of the
4 Settlement Agreement.

5 **15. Class Counsel Fee and Cost Award.** The Court hereby awards attorneys' fees and
6 costs to compensate Class Counsel for their time incurred and expenses advanced. The Court has
7 concluded that: (a) Class Counsel achieved a favorable result for the Settlement Class by
8 obtaining Defendant's agreement to make available to Settlement Class Members certain
9 monetary and non-monetary consideration; (b) Class Counsel devoted substantial effort to pre-
10 and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the
11 Settlement Class's claims on a contingent-fee basis, investing significant time and accumulating
12 costs with no guarantee that they would receive compensation for their services or recover their
13 expenses; (d) Class Counsel employed their knowledge of and experience with class action
14 litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's
15 possible legal defenses and their experienced and capable counsel; (e) Plaintiff has reviewed the
16 Agreement and has been informed of the Fee and Expense Application and has approved; (f) the
17 Class Notice informed Settlement Class Members of Class Counsel's fee and cost request under
18 the Agreement; (g) Class Counsel's hourly rates and hours spent in litigating this matter were
19 reasonable and necessary; (h) Class Counsel's request for a 33.3% of the common fund created
20 was reasonable and appropriate; and (i) Class Counsel filed and posted their Fee and Expense
21 Application in time for Settlement Class Members to make a meaningful decision whether to
22 object to it. For these reasons, the Court hereby approves Class Counsel's Fee and Expense
23 Application and awards Class Counsel fees and costs in the total amount of \$466,667, to be paid
24 in accordance with the Settlement Agreement. All such fees are in lieu of statutory or other fees
25 that Plaintiff and/or the Settlement Class might otherwise have been entitled to recover.

