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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
- 18 (a) All persons;
 - 19 (b) Who applied to rent any property in Washington;
 - 20 (c) Where the rental property, on the date of the application, was owned or
21 managed by Defendants or where Defendants were a "landlord" of the property,
22 as defined by RCW 59.18.030(16);
 - 23 (d) Who paid any tenant screening fee to Defendants or their affiliates; and/or
 - 24 (e) Where, prior to paying any screening fee, the person was not provided
25 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.
27

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 June 26,
8 at 1:30 p.m. (approximately 120 days after entry of this Order), to determine whether the
9 Agreement is fair, reasonable, and adequate and should be given final approval. Papers in
10 support of final approval of the Agreement and Class Counsel’s application for an award of
11 attorneys’ fees and costs, and for a service award to the Plaintiff (the “Fee and Expense
12 Application”) shall be filed with the Court according to the schedule set forth in Paragraph 13
13 below. The Court may postpone, adjourn, or continue the Fairness Hearing without further notice
14 to the Settlement Class. After the Fairness Hearing, the Court may enter a Final Approval Order
15 in accordance with the Agreement, which will adjudicate the rights of the Settlement Class
16 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 **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 February 20, 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 February 20, 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 March 23, 2026, i.e., within thirty (30) days
3 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 March 9, 2026, i.e., no later than thirty (30) days after entry
6 of this Order;

7 (e) Settlement Class Members who desire to be excluded shall mail requests
8 for exclusion postmarked by April 27, 2026, i.e., no later than sixty (60) days after the date in
9 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 April
12 27, 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 June 26, at 1:30 p.m., i.e.,
20 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 July 27, 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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