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

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

9 Plaintiff,

10 v.

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

19 Defendants.

NO. 20-2-01929-32

~~PROPOSED~~ ORDER GRANTING
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT

20 THIS MATTER came before the Court on Plaintiff's Unopposed Motion for Final
21 Approval of Class Settlement (the "Settlement") and Class Counsel's application for attorneys'
22 fees and expenses, and service award to the Class Representative Ulises Lopez ("Fee and
23 Expense Application"). The Court has considered all papers filed and proceedings in this matter
24 and is fully informed regarding the facts surrounding the proposed Settlement. Based upon this
25 information, the Court determines that the proposed Settlement is fair, reasonable, and adequate.
26 The Court hereby enters this Settlement Order and Final Judgment ("Final Order and
27 Judgment"), which constitutes a final adjudication on the merits of all claims of the Settlement
Class.

[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT.

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ORIGINAL

1 On February 6, 2026, this Court granted preliminary approval to the proposed Settlement
2 between Plaintiff Ulises Lopez and Defendants Hoban & Associates, LLC d/b/a Coast Property
3 Management, Coast Screening Services, Coast Collection Services, Coast Management Company,
4 a Washington limited liability company and Canyon Bluffs Investors VII-1, LLC, a Washington
5 limited liability company (collectively hereafter "Defendant"). The proposed Settlement resolves
6 all of the Settlement Class's claims against Defendant in exchange for Defendant's agreement to
7 provide certain monetary and non-monetary consideration to Settlement Class Members as set
8 forth in the Settlement Agreement and Release (the "Agreement"). On June 26, 2026, this Court
9 held a Fairness Hearing to consider whether to grant final approval to the Settlement and to
10 consider Class Counsel's Unopposed Motion for Award of Attorneys' Fees, Costs, and Service
11 Award (hereafter "Fee and Expense Application"). The Court heard from the parties' counsel.

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

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

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

23 All persons who:

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

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

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

2 (4) did not receive all of the prospective tenant screening disclosures required by RCW
3 59.18.257.

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

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

12 **4. Class Certification.** This Court confirms its certification of the Class in its prior
13 Class Certification Order (SN 101) and as amended in its Preliminary Approval Order (SN 208),
14 confirming it was appropriate and makes that certification final as amended, as set forth in the
15 Court's Preliminary Approval Order.

16 **5. Appointment of Class Counsel and Plaintiff.** The Court confirms the
17 appointment of Shayne J. Sutherland of Cameron Sutherland, PLLC, as Class Counsel. The
18 Court confirms the appointment of Ulises Lopez as representative of the Settlement Class.

19 **6. Exclusion from Settlement Class.** No members of the Settlement Class have
20 timely and properly requested to be excluded from the Settlement Class and the Settlement.
21 Accordingly, this Final Judgment shall bind all Settlement Class Members.

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

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

1 concession and shall not be used as an admission or indication of any wrongdoing, fault or
2 omission by the Defendant or any other person in connection with any transaction, event or
3 occurrence, and neither this Final Order and Judgment nor the Agreement nor any related
4 documents in this proceeding, nor any reports or accounts thereof, shall be offered or received in
5 evidence in any civil, criminal, or administrative action or proceeding, other than such
6 proceedings as may be necessary to consummate or enforce this Final Order and Judgment, the
7 Agreement, and all releases given thereunder, or to establish the affirmative defenses of *res*
8 *judicata* or collateral estoppel barring the pursuit of 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 and each of their respective agents, successors, heirs,
15 assigns, and any other person who can claim by or through them in any manner, fully, finally,
16 and forever irrevocably release, relinquish, and forever discharge with prejudice all Released
17 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. This injunction is necessary to
23 protect and effectuate the settlement, this Order, and the Court's flexibility and authority to
24 effectuate this settlement and to enter judgment when appropriate and is ordered in aid of the
25 Court's jurisdiction and to protect its judgments.

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

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

23 **14. Service Award.** As a service payment in compensation for the time, effort, and
24 risk he undertook as representative of the Settlement Class, the Court hereby awards \$10,000.00
25 as a combined Service Award and damage award to Ulises Lopez to be paid by the terms of the
26 Settlement Agreement.

1 **15. Class Counsel Fee and Cost Award.** The Court hereby awards attorneys' fees and
2 costs to compensate Class Counsel for the time incurred and expenses advanced. The Court has
3 concluded that: (a) Class Counsel achieved a favorable result for the Settlement Class by
4 obtaining Defendant's agreement to make available to Settlement Class Members certain
5 monetary and non-monetary consideration; (b) Class Counsel devoted substantial effort to pre-
6 and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the
7 Settlement Class's claims on a contingent-fee basis, investing significant time and accumulating
8 costs with no guarantee that they would receive compensation for their services or recover their
9 expenses; (d) Class Counsel employed their knowledge of and experience with class action
10 litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's
11 possible legal defenses and their experienced and capable counsel; (e) Plaintiff has reviewed the
12 Agreement and has been informed of the Fee and Expense Application and has approved; (f) the
13 Class Notice informed Settlement Class Members of Class Counsel's fee and cost request under
14 the Agreement; (g) Class Counsel's hourly rates and hours spent in litigating this matter were
15 reasonable and necessary; (h) Class Counsel's request for a 33.3% of the common fund created
16 was reasonable and appropriate; and (i) Class Counsel filed and posted their Fee and Expense
17 Application in time for Settlement Class Members to make a meaningful decision whether to
18 object to it. For these reasons, the Court hereby approves Class Counsel's Fee and Expense
19 Application and awards Class Counsel fees and costs in the total amount of \$466,667.00, to be
20 paid in accordance with the Settlement Agreement. All such fees are in lieu of statutory or other
21 fees that Plaintiff and/or the Settlement Class might otherwise have been entitled to recover.

22 **16. Payment of Settlement Administrator Costs and Disbursement of Funds to**
23 **Settlement Class Members.** The Defendant has paid the Settlement Administrator all reasonable
24 costs and fees incurred for all costs of notice and claims administration incurred for this Action,
25 according to the Agreement. The Settlement Administrator shall also cause the distributions to
26 Settlement Class Members and *cy pres* recipients as required by the Agreement.

1 17. **Payment Timing.** Class Counsel's attorneys' fees and costs, the service award,
2 and *cy pres* amounts afforded to them in this Order, shall be distributed in accordance with and at
3 the times prescribed by the Agreement.

4 **IT IS SO ORDERED.**

5 ENTERED: 6/26/26

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HONORABLE JACQUELYN HIGH-EDWARD

8 Presented by:

9 CAMERON SUTHERLAND, PLLC
Attorney for Plaintiff and the Class

10 s/ Shayne J. Sutherland

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15 WILLIAMS, KASTNER & GIBBS, PLLC
16 Attorneys for Defendants

17 present by video

18 Eliot M. Harris, WSBA #36590
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21 WINSTON & CASHATT LAWYERS, PS
22 Attorneys for Defendant Canyon Bluffs Investors VII-1, LLC

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