

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 to 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.


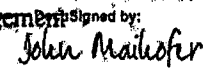
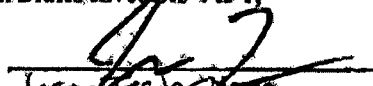
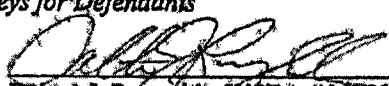
5.15. **Communications.** Any communications to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

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 (Lic 16, 3626 12-01-21 PFT)</small> 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><u>Ulises Lopez</u> 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:  John Maihofer Name President Title</p>
<p>AGREED TO AND ACCEPTED Dated: <u>January 21</u>, 2026</p>	<p>Canyon Bluffs Investors VII-1, By:  Jason Lester 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>