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THE HONORABLE WILLAM L. DIXON V
Department 46
Noted for Consideration: March 17, 2026
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE WASHINGTON
COUNTY OF KING

EPIC HOMEOWNERS ASSOCIATION, a
Washington limited liability company;
BAYVIEW ON THE LAKE CONDOMINIUM
OWNERS ASSOCIATION, a Washington
nonprofit corporation; ARBORETUM AT VISTA
PARK CONDOMINIUM ASSOCIATION, a
Washington nonprofit corporation; THE VINE
BUILDING OWNERS ASSOCIATION, a
Washington nonprofit corporation; and THE
COSMOPOLITAN CONDOMINIUM OWNERS'
ASSOCIATION, a Washington nonprofit
corporation, all individually and on behalf of
similarly situated entities,

Plaintiffs,

v.

MARK HOLMES and J. DOE HOLMES, and the
marital community comprised thereof;
KAPPES MILLER MANAGEMENT, LLC, a
Washington limited liability company; YATES,
WOOD & MCDONALD, INC., a Washington
corporation; ECONDOSERVICES.COM, LLC, a
Washington limited liability company;
ASSOCIATION UNDERWRITERS OF
WASHINGTON, LLC, a Washington limited
liability company; DOE ENTITIES 1-20; and
KELLY SZETO and J. DOE SZETO, and the
marital community comprised thereof,

Defendants.

NO. 23-2-10294-1 SEA

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT

1 Plaintiffs Epic Homeowners Association, Bayview on the Lake Condominium Owners
2 Association, Arboretum at Vista Park Condominium Association, The Vine Building Owners
3 Association, and the Cosmopolitan Condominium Owners' Association moved for preliminary
4 approval of a class action settlement with Defendants Kappes Miller Management, LLC, Yates,
5 Wood & McDonald, Inc., eCondoservices.com, LLC, Association Underwriters of Washington
6 LLC, Mark Holmes and Kelly Szeto. The terms of the settlement are set forth in the Settlement
7 Agreement and Release attached as Exhibit 1 to the Declaration of Blythe H. Chandler in
8 Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.
9 The Court has read and considered the Settlement Agreement and the briefing submitted in
10 support of preliminary approval of the settlement and is fully advised.

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

- 12 1. **Preliminary approval.** The Court preliminarily approves the Settlement
13 Agreement and Release. The settlement appears to be the product of serious, informed, non-
14 collusive negotiations. The settlement has no obvious deficiencies, does not improperly grant
15 preferential treatment to any class members, and falls within the range of possible judicial
16 approval. *See* 4 Newberg and Rubenstein on Class Actions § 13:1 (6th ed. Dec. 2025 update).
- 17 2. **Settlement Administrator.** The Court appoints Simpluris as the Settlement
18 Administrator. As provided for in the Settlement Agreement, the Settlement Administrator shall
19 disseminate notice to Class Members by mail and email, establish the Settlement Website,
20 process and report on exclusion requests, establish and maintain an account for deposit of the
21 Settlement Fund, distribute Settlement Awards to Settlement Class Members, and perform any
22 additional duties that are called for by the Settlement Agreement or ordered by the Court.
- 23 3. **Conditional certification for settlement purposes.** The Court conditionally
24 certifies the Class under CR 23(a) and (b)(3) for settlement purposes. The Class is defined as:
- 25 All condominium or homeowners associations that: (a) had a
26 property management relationship with Kappes Miller, Yates
27 Wood, eCondoServices; (b) within four years before June 6, 2023,
purchased insurance through AUW; (c) paid a broker fee as a part

1 of the “premium,” which made the “premium” greater than the
2 actual consideration owed for an insurance contract or renewal as
3 shown on the declaration pages of the relevant insurance policy,
4 and (d) who did not otherwise receive and sign a compensation
5 disclosure form disclosing a broker fee.

6 4. Numerosity is satisfied because there are over 50 Class Members, making joinder
7 impracticable. CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821 (2003) (numerosity
8 is generally satisfied when a class has at least 40 members).

9 5. Commonality is satisfied because the central overarching question common to
10 all Class Members is whether Defendants’ practice of charging undisclosed fees was unfair or
11 deceptive in violation of the CPA. CR 23(a)(2); *Smith v. Behr Process Corp.*, 113 Wn. App. 306,
12 320 (2002) (a single important issue can satisfy commonality, and “there is a low threshold to
13 satisfy this test”).

14 6. Typicality is satisfied because Plaintiffs signed substantially the same contracts as
15 Class Members, purchased insurance from AUW through one or more of the Defendant
16 property management companies, paid the allegedly undisclosed fees, and assert the same
17 legal claims. *See Pellino v. Brink’s*, 164 Wn. App. 668, 684 (2011) (typicality satisfied where
18 plaintiffs’ claims “arise[] from the same event or practice or course of conduct that gives rise to
19 the claims of other class members” and are “based on the same legal theory” (quoting *Behr*,
20 113 Wn. App. at 320)).

21 7. Adequacy is satisfied because Plaintiffs have prosecuted this case vigorously
22 through qualified counsel and have no interests antagonistic to other class members. *See*
23 *Hansen v. Ticket Track*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

24 8. The predominance requirement of Rule 23(b)(3) is satisfied because “there is a
25 common nucleus of operative facts in each class member’s claim.” *Chavez v. Our Lady of*
26 *Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 516 (2018). Whether Defendants’ practice is unlawful
27 or deceptive in violation of the CPA “is the dominant, central, or overriding issue in the
litigation.” *Id.* at 516.

1 9. The superiority requirement of Rule 23(b)(3) is satisfied because there is no
2 similar litigation pending against Defendants, other HOAs are unlikely to have the resources to
3 pursue individual claims, and Class Members are located in Washington. The manageability of
4 litigation is not relevant to certification for settlement purposes. *See Amchem Prod., Inc. v.*
5 *Windsor*, 521 U.S. 591, 620 (1997).

6 10. **Notice Plan.** The Court approves the Notice Plan outlined in the Settlement
7 Agreement, including the Postcard Notice, Email Notice, and Website Notice attached as
8 exhibits A, B and C to the Settlement Agreement. The Notices are written in plain English. The
9 Postcard Notice and Email Notice provide basic information about the litigation and settlement
10 and where to obtain additional information. The Website Notice explains the litigation, the
11 general terms of the settlement, Plaintiffs' intended request for attorneys' fees, costs and
12 service awards, Class Members' right to object or opt out and related deadlines, and the date
13 and time of the Final Approval Hearing. The Notices provide the information Class Members
14 need to make an informed decision about their options in a clear and concise manner. 3
15 *Newberg* § 8:17; *Nobl Park, L.L.C. of Vancouver v. Shell Oil Co.*, 122 Wn. App. 838, 846–47
16 (2004) (“A notice is sufficient if it provides general notice of the action, class membership
17 requirements, and provides information by which interested persons can obtain a copy of the
18 settlement.”).

19 11. The Court also approves the parties' plan for disseminating notice, which will
20 ensure that Class Members receive “the best notice practicable under the circumstances.” CR
21 23(c)(2). Issuance of notice substantially in the manner set forth in the Settlement Agreement
22 satisfies the requirements of due process and applicable state and federal law and constitutes
23 due and sufficient notice to all Class Members.

24 12. Within 30 days of entry of this Order, the Settlement Administrator shall send
25 notice to all Class Members in accordance with the Notice Plan described in the Settlement
26 Agreement. The date the Settlement Administrator distributes notice is the “Settlement Notice
27 Date.”

1 13. **Exclusions.** Any Class Member may exclude themselves from the settlement by
2 submitting an individual opt-out request that includes the name, title, email address, and
3 telephone number of the authorized representative, is signed by an authorized representative
4 of the condominium or HOA, and is postmarked to the Settlement Administrator no later than
5 the Opt-Out Deadline, which is 60 days from the Settlement Notice Date. Following final
6 approval of the settlement and the occurrence of the Effective Date, each Class Member who
7 does not submit a timely, valid request for exclusion shall be bound by all terms of the
8 Settlement Agreement, including the release, and any final judgment entered by the Court in
9 this case.

10 14. **Objections.** Any Settlement Class Member may file a written objection with the
11 Court by the Objection Deadline, which is 60 days from the Settlement Notice Date. Objections
12 must be signed and include the objector's name, address, email address, and telephone
13 number, and the reason for the objection. Anyone who properly objects may appear at the
14 Final Approval Hearing, including through an attorney hired at the objector's expense, and
15 should file a notice of appearance with the Court at least 10 days before the Final Approval
16 Hearing. The Court will consider all properly filed objections. Any member of the Settlement
17 Class who fails to comply with the provisions herein shall waive its rights to appear or object
18 separately, and shall be bound by the terms of this Settlement and the orders and judgments of
19 this Court.

20 15. **Motion for attorneys' fees, costs and service awards.** Class Counsel shall file
21 their motion for an award of attorneys' fees, costs, and service awards to Plaintiffs within 30
22 days of the Settlement Notice Date.

23 16. **Declaration of Notice.** The Settlement Administrator shall provide the parties
24 with a declaration stating that the Notice required by the Settlement Agreement has been
25 completed pursuant to this Order no later than 21 days before the Final Approval Hearing.
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1 17. **Final approval motion.** The parties shall file a motion for final approval of the
2 settlement and response to any objections no later than 14 days before the Final Approval
3 Hearing.

4 18. **Final Approval Hearing.** A Final Approval Hearing shall be held before this Court
5 on July 17, 2026, at 9:20 AM ~~2 m. p.m.~~ in the courtroom of the Honorable William L.
6 Dixon IV (Department 46), King County Superior Court, 516 3rd Avenue, Seattle, Washington,
7 98104. At the hearing, the Court will consider whether the settlement is fair, reasonable, and
8 adequate, and should be approved by the Court. The Court will also consider Class Counsel's
9 motion for attorneys' fees, costs, and service awards, and rule on any other matters that the
10 Court deems appropriate.

11 19. The Court retains jurisdiction over the Action and all matters arising out of or
12 connected with the proposed settlement. The Court may adjourn or continue the date of the
13 Final Approval Hearing without further notice to Class Members and retains jurisdiction to
14 consider all further applications arising out of or connected with the settlement. After the Final
15 Approval Hearing, the Court may approve the settlement without further notice to Class
16 Members.

17 20. If the Court does not enter the Final Approval Order, or if the Effective Date does
18 not occur for any reason, then the Action shall proceed as if the Settlement Agreement had not
19 been executed. In that event, the Parties shall meet and confer and present the Court with a
20 proposed revised case scheduling order

21 IT IS SO ORDERED.

22 DATED this 26th day of March, 2026.

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25 THE HONORABLE WILLAM L. DIXON V

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