

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiffs Epic Homeowners Association, Bayview on the Lake Condominium Owners Association, Arboretum at Vista Park Condominium Association, The Vine Building Owners Association, and the Cosmopolitan Condominium Owners’ Association (collectively, “Plaintiffs”), for themselves and the Settlement Class Members (as defined below), and Defendants Kappes Miller Management, LLC, Yates, Wood & McDonald, Inc., eCondoservices.com, LLC, (collectively, “management Defendants”), Association Underwriters of Washington LLC (AUW), and Mark Holmes and Kelly Szeto (collectively, “Defendants”). Plaintiffs and Defendants are referred to collectively in this Settlement Agreement as the “Parties.”

I. RECITALS

This Settlement Agreement is made with reference to and in contemplation of the following facts and circumstances:

1. On June 6, 2023, Plaintiffs initiated a lawsuit, captioned *Epic Homeowners Assoc. et al. v. Holmes, et al.*, No. 23-2-10294-1-SEA against Defendants in King County Superior Court.

2. Plaintiffs allege in the Complaint, on behalf of Plaintiffs and a proposed class, that Defendants violated the Washington Consumer Protection Act, RCW 19.86.010, *et seq.* (“CPA”), breached their fiduciary duties, and engaged in fraudulent concealment and constructive fraud by failing to disclose insurance brokerage fees included in AUW insurance proposal premiums that the Management Defendants presented to homeowner and condominium associations (HOAs).

3. Defendants deny all claims asserted in the Action. Defendants also deny all allegations of wrongdoing and liability in this Action. Defendants seek to settle this Action for the sole purpose of avoiding the burden and expense of continuing to litigate this Action.

4. The Parties and their counsel have conducted investigations of the facts and law underlying the claims asserted in this Action. In addition, the Parties and their counsel have conducted initial discovery, which required Defendants to produce thousands of documents and a significant volume of data. The Parties and their counsel have also conducted a thorough assessment of the strengths and weaknesses of their respective positions.

5. The Parties and their counsel have engaged in extensive and arm’s-length negotiations concerning settlement of the claims asserted in the Action, including participating in private mediation with Matt Turetsky of Matt Turetsky Mediation/Arbitration, an experienced mediator of consumer disputes. The mediation ended with the parties signing an agreement under CR 2A, which was subsequently approved by the governing board of each Plaintiff.

6. As a result of the abovementioned efforts, the Parties enter into this Settlement Agreement. Subject to Court approval as required by Civil Rule 23, this Settlement Agreement will fully and forever resolve, discharge, and release all rights and claims of Plaintiffs and the

Settlement Class Members (as defined below). In exchange, Defendants agree to pay the sum of \$1,265,000 into a common fund for the benefit of Plaintiffs and the Settlement Class members.

7. Plaintiffs and their counsel have concluded, based upon their investigation and thorough assessment, and taking into account Defendants' defenses, the expense and time necessary to continue to litigate the Action through trial, the risks and costs associated with any further proceedings and potential appeals, the uncertainties of proving the claims asserted in the Action, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendants and the terms of this Settlement Agreement are fair and reasonable, as well as in the best interest of Plaintiffs and the Settlement Class Members.

8. Plaintiffs, on behalf of themselves and the Settlement Class Members, and their counsel agree to the terms of this Settlement Agreement and to have judgment entered without trial or adjudication of any factual or legal issue. Plaintiffs and their counsel also agree that this Settlement Agreement, including any of its exhibits, does not constitute any evidence against, or any admission by Defendants.

THEREFORE, the Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be completely, fully, and finally settled and dismissed with prejudice as follows:

II. DEFINITIONS

In addition to the terms defined in other Sections of this Settlement Agreement, the following defined terms apply to this Settlement Agreement and its exhibits:

1. "Class" means all condominium or homeowners associations that: (a) had a property management relationship with Kappes Miller, Yates Wood, eCondoServices; (b) within four years before June 6, 2023, purchased insurance through AUW; (c) paid a broker fee as a part of the "premium," which made the "premium" greater than the actual consideration owed for an insurance contract or renewal as shown on the declaration pages of the relevant insurance policy, and (d) who did not otherwise receive and sign a compensation disclosure form disclosing a broker fee.

2. "Class Counsel" or "Plaintiffs' Counsel" means the law firms of Terrell Marshall Law Group, PLLC and Ruiz & Smart LLP.

3. "Class Member" means a condominium or homeowners association that satisfies the definition of the Class found in section II.1 of this Agreement.

4. "Court" means the King County Superior Court.

5. "Defendants' Fees" means any amount of broker fee paid as part of a "premium" to AUW by a Class Member.

6. "Effective Date" means the fifth day after the later of the following events:

- a. The final disposition of any appeals from or review of the Final Approval Order; or
- b. In the case of no appeal or review being filed, expiration of the applicable appellate period.

7. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement, and whether to approve Class Counsel’s requested fees and expenses and the service awards requested for Plaintiffs.

8. “Notice Plan” means the proposed plan of sending notice to the Settlement Class of the proposed Settlement as set forth in Section VII.3 of this Settlement Agreement.

9. “Objection Deadline” means 60 calendar days from the Settlement Notice Date.

10. “Opt-Out Deadline” means 60 calendar days from the Settlement Notice Date.

11. “Notice” means the notice that will be provided pursuant to Section VII.3 of this Settlement Agreement, substantially in the same form as the postcard found in Exhibit A, and the email found in Exhibit B.

12. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement.

13. “Released Claims” means all claims to be released as set forth in Section XI.2 of this Settlement Agreement.

14. “Released Parties” means Defendants Kappes Miller Management, LLC, Yates, Wood & McDonald, Inc., eCondoservices.com, LLC, Association Underwriters of Washington LLC (AUW), Mark Holmes, and Kelly Szeto, and their insurer Houston Casualty Company for purposes of the Class release, and means Plaintiffs for purposes of the release of claims against Plaintiffs.

15. “Releasing Parties” means the named Plaintiffs and members of the Settlement Class to whom the Postcard Notice is mailed and who do not exercise their right to opt out for purposes of the Class release, and means Defendants for purposes of the release of claims against Plaintiffs.

16. “Settlement” means the settlement contemplated by this Settlement Agreement.

17. “Settlement Administrator” means the third-party, Simpluris, selected by the Parties to prepare and send notice to the Settlement Class and to administer the Settlement Fund.

18. “Settlement Award” means a cash payment that may be available to eligible Settlement Class Members. There is no requirement for Class Members to make claims in order to receive a Settlement Award.

19. “Settlement Class Members” means all Class Members who do not timely request to be excluded from this Settlement.

20. "Settlement Notice Date" means the date the Settlement Notices are sent pursuant to the Notice Plan.

21. "Settlement Fund" means the total cash sum of \$1,265,000 to be paid by Defendants pursuant to Section IV of this Settlement Agreement. The Settlement Fund will be maintained in an escrow account managed by the Settlement Administrator.

22. "Settlement Website" means the website that will be established and maintained by the Settlement Administrator as set forth in this Settlement Agreement.

23. "Website Notice" means the detailed notice of the Settlement that will be available on the Settlement Website subject to approval by the Court, substantially in the same form as Exhibit C.

III. TERMS OF SETTLEMENT

1. Conditional Certification of the Settlement Class. For the sole purpose of settlement, the Parties and their counsel agree to conditional certification of the Class. Preliminary approval of the Class shall not be deemed a concession that certification of a litigation class is proper, and it will not preclude Defendants from challenging class certification in the event the Court does not approve the Settlement. No agreements made or entered into by Defendants in connection with this Settlement may be used by Plaintiffs, any person in the Class, or any other person to establish any liability or any element of class certification in this Action or any other proceedings.

IV. SETTLEMENT CONSIDERATION

1. Settlement Fund. Defendants shall pay \$1,265,000 in full and complete satisfaction of all obligations under this Settlement. The Settlement Fund shall be non-reversionary.

2. Payment. Within ten (10) days from the Effective Date, Defendants will pay the Settlement Administrator the full amount of the Settlement Fund (\$1,265,000) by check or wire transfers in accordance with the directions of the Settlement Administrator. Defendants' obligation to pay shall not be earlier than 120 days from the date this Agreement is executed. Defendants may request one 45-day extension of this period if necessary to complete a sale of assets to fund the settlement.

V. PAYMENTS FROM THE SETTLEMENT FUND

1. Distributions to Settlement Class Members. Each Settlement Class Member shall be paid a single Settlement Award calculated pro rata based on the amount the Settlement Class Member paid in Defendants' Fees divided by the total amount the Class paid in Defendants' Fees multiplied by the Settlement Fund net amount after deductions of service awards, administration costs, and attorneys' fees and costs as described this section and approved by the Court.

2. Service Awards to Plaintiffs. Plaintiffs will move the Court for service awards for their time and effort in connection with this Action. Plaintiffs will ask the Court to approve service awards in the amount of \$30,000 for each Plaintiff. The Settlement Administrator shall issue any approved service awards from the Settlement Proceeds to Plaintiffs in accordance with their payment instructions within ten (10) days after receiving the Settlement Fund deposit from Defendants. The parties agree that Bayview on the Lake Condominium Owners Association shall be eligible to receive a service award payment in recognition of its role in uncovering the facts giving rise to the claims in the Action and participating in the Action as a proposed class representative, and despite Bayview's last payment of Defendants' fees having occurred before June 6, 2019. The Settlement Administrator shall issue the service awards awarded by the Court from the Settlement Fund per payment directions from Class Counsel within 2 days after the Effective Date

3. Settlement Administration Costs. All costs of settlement administration incurred by the Settlement Administrator shall be paid from the Settlement Fund.

4. Litigation Costs and Attorney's Fees. Class Counsel will move the Court for an award of reasonable attorneys' fees and expenses to be paid from the Settlement Fund. Class Counsel will file their motion for an award of attorneys' fees, costs, and service awards to Plaintiffs within 30 days of the Settlement Notice Date. Defendants are free to object to the amount of the request. The Settlement Administrator will post Class Counsel's motion to the Settlement Website within one business day after it is filed with the Court. The Settlement Administrator shall issue the attorneys' fees and expenses awarded by the Court from the Settlement Fund to Class Counsel within 2 days after the Effective Date.

5. Effect of Lesser Award. If the Court awards service awards to Plaintiffs or fees and costs to Class Counsel that are lower than requested, then the difference shall remain part of the Settlement Fund used to pay settlement awards to Settlement Class Members. This Settlement Agreement will remain in full force and will continue to be binding on all Parties, including the Settlement Class Members. No funds shall revert to Defendants.

6. Unclaimed Settlement Funds. Settlement Award checks that are not cashed within 90 days after the date on the check shall be voided. If it is feasible to pay the costs of a second distribution and make payments of at least \$20 to each Settlement Class Member, then the administrator shall make a second distribution to Settlement Class Members who redeemed their first payment. Second distribution payments shall be valid for 45 days from issuance.

7. Cy pres Award. If there are undistributed amounts remaining in the Settlement Fund after the check-cashing periods described in the preceding paragraph, the parties agree that these amounts shall be paid to *cy pres* recipients as follows:

- a. 50% to the Legal Foundation of Washington; and
- b. 50% to the Northwest Consumer Law Center.

VI. PRELIMINARY APPROVAL

1. Motion for Preliminary Approval. Plaintiffs will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Class for settlement purposes only and appoint Class Counsel as counsel for the Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Plan constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Civil Rule 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class, and set a date sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Notice and distribution of the Settlement Proceeds described herein; (g) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; and (h) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline.

VII. ADMINISTRATION AND NOTICE

1. Settlement Administrator. The Settlement Administrator shall be responsible for administration of this Settlement. The Settlement Administrator shall be allowed to communicate freely with the Parties’ counsel, and will provide updates on a monthly basis to and as requested by the Parties’ counsel. The Settlement Administrator will act in accordance with the terms of this Settlement Agreement and the orders of the Court. The Settlement Administrator will keep all Class Member information provided by Defendant confidential.

2. Notice and Fund Distribution Plan. The Settlement Administrator shall provide notice as detailed below within thirty (30) days after the issuance of the Preliminary Approval Order:

- a. Notice by U.S. Mail and Email. The Settlement Administrator will provide individual Notice through:
 - i. U.S. mail to the most recent address for each Class Member reflected in the records produced by Defendants, and corrected by the Settlement Administrator through the National Change of Address system or a comparable commercial system.
 - ii. Email to the email address(es) provided by Defendants for each Class Member for whom Defendants have email information.

- b. Settlement Website. The Settlement Administrator will establish and maintain the Settlement Website, which includes the content found in Exhibit C and will display the operative Complaint, Postcard Notice, Website Notice, this Settlement Agreement, opt-out form, and the Preliminary Approval Order. Within one business day after Class Counsel files a motion for an award of attorneys' fees, costs and service awards to Plaintiffs, that motion will also be displayed on the Settlement Website.

VIII. OPT-OUT PROCESS

1. Opt-Out Requirements. Individuals in the Class may exclude themselves from the Settlement by advising the Settlement Administrator in writing no later than the Opt-Out Deadline that they do not want to be a class member. All such writings must include the name and address of the condominium or homeowners association opting out, be signed by an authorized representative of the condominium or homeowners association opting out, include the name, title, email address, and telephone number of the authorized representative signing the opt out, and must be postmarked no later than the Opt-Out Deadline. All entities in the Class will be bound by this Settlement and judgments of this Court in this Action unless they exclude themselves in writing by the Opt-Out Deadline.

2. Retention of Opt-Outs. The Settlement Administrator will retain a copy of all opt-out requests and will provide copies to the Parties' counsel.

IX. OBJECTIONS

1. Right to Object. Any Settlement Class Member who desires to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. The written objection must provide the objector's name, address, email address, and telephone number, and the reason(s) for the objection.

2. Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing should file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any member of the Settlement Class who fails to comply with the provisions herein shall waive its rights to appear or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

X. FINAL APPROVAL

1. Declaration of Notice by Settlement Administrator. The Settlement Administrator shall provide the Parties' counsel no later than twenty (21) days before the Final Approval Hearing with a declaration stating that the Notice required by this Settlement Agreement has been completed pursuant to the Preliminary Approval Order.

2. Motion for Final Approval Order. After completion of the Notice Plan and the expiration of the Opt-Out and Objection Deadlines, and no later than fourteen (14) days before

the Final Approval Hearing, Plaintiffs' counsel shall move the Court to enter a Final Approval Order. Plaintiffs' counsel shall file a memorandum addressing any valid objections, and Defendants' counsel may, but is not required to, file an additional memorandum in response. The Parties' responses addressing such objections shall be filed no later than fourteen (14) days before the Final Approval Hearing.

3. Final Approval Order. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants approval of this Settlement and:

- a. Finds that the notice under the Notice Plan satisfies the requirements of Due Process and CR 23;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class Members;
- c. Finds that Plaintiffs and Class Counsel have adequately represented the Settlement Class Members;
- d. Finds that each Settlement Class Member shall be bound to this Settlement Agreement, including the release and covenant not to sue in Section XI;
- e. Approves this Settlement;
- f. Dismisses on the merits with prejudice all claims of the Settlement Class Members asserted in this Action; and
- g. Retains jurisdiction of all matters relating to the administration, implementation, interpretation, and enforcement of this Settlement.

XI. RELEASE OF CLAIMS

1. Release. As of the Effective Date, each Releasing Party, their respective heirs, executors, administrators, representatives, agents, successors, and assigns hereby release, resolve, relinquish, and discharge forever each of the Released Parties from each of the Released Claims as defined below.

2. Released Claims. Released Claims means all claims that have been or could have been brought against Defendants, and its insurer, based on the facts asserted in the Class Action Complaint filed on June 6, 2023, including expressly any claims relating in any way to the compensation to, actions of, or disclosures by Defendants. The scope of the Class release shall be limited to claims arising during the Class period, which is from January 1, 2019, to December 31, 2023. Defendants shall release Plaintiffs, and all of their current and former officers and directors, from all claims arising from or relating to this action or claims and defenses asserted therein, including claims for indemnification or payment of attorneys' fees or costs.

3. Covenant Not to Sue. Plaintiffs and each Releasing Party 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.

XII. TERMINATION OF AGREEMENT

1. Confirmatory Discovery. This agreement is predicated on Defendants' determination there are a total of 56 Class Members who paid a total of \$784,593.62 in Defendants' Fees during the Class period. Plaintiffs are entitled to the confirmatory information described in paragraph 3 of the Parties' CR 2A Agreement dated December 12, 2025, which shall be deemed incorporated herein. Defendants will produce the confirmatory information, which may be designated attorneys' eyes only, no later than January 12, 2026. If review of the documents produced confirms a total broker fee amount that differs by more than 5% of the figure in this paragraph, the Parties have the right but not the obligation to terminate this agreement or to accept the updated figure.

2. The Parties' Right to Terminate Settlement. The Parties shall have the right to unilaterally terminate this Settlement Agreement by providing written notice of its election to do so to the other party within fourteen (14) calendar days of any of the following events:

- a. The Court rejects, materially changes or modifies, or declines preliminary or final approval of the Settlement Agreement. A material change or modification shall include a change to the Settlement Proceeds, the Released Claims, or injunctive relief;
- b. An Appellate Court reverses the Final Approval Order;
- c. The Effective Date does not occur;
- d. A party, its counsel or the Settlement Administrator breaches the terms of this Settlement Agreement prior to the Effective Date;
- e. Any other ground for termination provided elsewhere in this Agreement.

XIII. NO ADMISSION OF LIABILITY

1. Denial of Liability. Defendants deny any liability or wrongdoing of any kind in connection with the claims alleged in this Action. Defendants have denied and continue to deny each and every material factual allegation in this Action. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendants of wrongdoing or liability in this Action. Nothing in this Settlement Agreement and all acts performed in furtherance of this Settlement Agreement shall constitute an admission by Defendants of the truth of any factual allegations in this Action. While Defendants deny any liability, they have concluded that further litigating this Action would be expensive and waste time and resources. Thus, Defendants have concluded that it is desirable to fully and finally settle this Action.

2. Evidence Rule 408. Pursuant to ER 408, this Settlement Agreement and any related documents filed or created in connection with this Settlement Agreement shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this Settlement Agreement.

XIV. GENERAL PROVISIONS

1. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties. To the extent any dispute arises between the parties about the meaning of a term of this agreement, the parties CR 2A agreement signed on December 12, 2025, may be consulted to interpret the disputed term. No other extrinsic evidence will be considered.

2. Jurisdiction. The Court shall retain jurisdiction over the Parties to this Settlement Agreement, including the Settlement Class Members, and the administration and enforcement of this Settlement Agreement.

3. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

4. Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.

5. No Oral Modifications. This Settlement Agreement may not be amended or modified in any manner except by a writing signed by Defendant and Class Counsel, and approved by the Court.

6. No Assignment. No party to this Settlement Agreement has heretofore assigned, transferred, or granted, or attempted to do so, any of the claims or causes of action disposed of by this Settlement Agreement.

7. Agreement Binding on Successors in Interest. This Settlement Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

8. Resolution of Disputes. Any disputes regarding the administration of this Settlement Agreement that the Parties cannot resolve between themselves will be decided by the Court.

9. Execution in Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Notices. All notices to counsel provided herein shall be sent by electronic mail with a hard copy sent by overnight mail to:

As to Plaintiffs and Settlement Class Members:

TERRELL MARSHALL LAW GROUP PLLC
Beth E. Terrell
Email: bterrell@terrellmarshall.com

Blythe H. Chandler
Email: bchandler@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103-8869
Telephone: (206) 816-6603

RUIZ & SMART LLP
Issac Ruiz
Email: iruiz@ruizandsmart.com
901 Fifth Ave., Ste. 820
Seattle, Washington 98164
Telephone: (206) 206-9100

As to Defendants:

DAVIS WRIGHT TREMAINE LLP
Fred Burnside
Email: fredburnside@dwt.com
920 5th Avenue, Suite 3300
Seattle, WA 98104-1610
Telephone: (206) 757-8016

KLINEDINST SEATTLE
Mary D. Haddad
Email: mhaddad@klinedinstlaw.com
1325 4th Avenue, Suite 1335
Seattle, WA 98101-3134
Telephone: (206) 672-4400

CARROL, BIDDLE, & BILANKO, PLLC
Jeffrey Bilanko, WSBA #38829
Email: jbilanko@cbblegal.com
James Galbraith
jgalbraith@cbblegal.com
411 W. Mercer Street
Seattle, Washington 98119
Telephone: (206) 338-1605

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

EPIC HOMEOWNERS ASSOCIATION

By: Michael Hunsinger Date 3/12/2026

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

By: _____ Date _____
Michael Fitzgerald

ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By: _____ Date _____
Grayson Deitering

THE VINE BUILDING OWNERS ASSOCIATION

By: _____ Date _____
Tom Ichelson

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By: _____ Date _____
Priscilla Stoyanof

KAPPES MILLER MANAGEMENT, LLC

By: _____ Date _____
Mark Holmes

YATES, WOOD & MCDONALD, INC.


By: _____ Date _____
Mark Holmes

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

EPIC HOMEOWNERS ASSOCIATION

By: _____
Michael Hunsinger Date

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

Signed by:

By: _____
Michael Fitzgerald Date
March 10, 2026

ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By: _____
Grayson Deitering Date

THE VINE BUILDING OWNERS ASSOCIATION

By: _____
Tom Ichelson Date

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By: _____
Priscilla Stoyanof Date

KAPPES MILLER MANAGEMENT, LLC

By: _____
Mark Holmes Date

YATES, WOOD & MCDONALD, INC.

By: _____
Mark Holmes Date

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

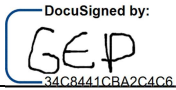
EPIC HOMEOWNERS ASSOCIATION

By: _____
Michael Hunsinger Date

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

By: _____
Michael Fitzgerald Date

ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By:  _____ 3/13/2026
Grayson Deitering Date

THE VINE BUILDING OWNERS ASSOCIATION

By: _____
Tom Ichelson Date

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By: _____
Priscilla Stoyanof Date

KAPPES MILLER MANAGEMENT, LLC

By: _____
Mark Holmes Date

YATES, WOOD & MCDONALD, INC.

By: _____
Mark Holmes Date

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

EPIC HOMEOWNERS ASSOCIATION

By: _____
Michael Hunsinger Date

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

By: _____
Michael Fitzgerald Date

ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By: _____
Grayson Deitering Date

THE VINE BUILDING OWNERS ASSOCIATION

By:  _____
Tom Ichelson Date 3/13/2026

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By: _____
Priscilla Stoyanof Date

KAPPES MILLER MANAGEMENT, LLC

By: _____
Mark Holmes Date

YATES, WOOD & MCDONALD, INC.

By: _____
Mark Holmes Date

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

EPIC HOMEOWNERS ASSOCIATION

By: _____
Michael Hunsinger Date _____

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

By: _____
Michael Fitzgerald Date _____

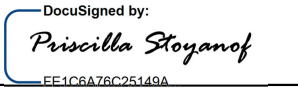
ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By: _____
Grayson Deitering Date _____

THE VINE BUILDING OWNERS ASSOCIATION

By: _____
Tom Ichelson Date _____

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By:  _____
Priscilla Stoyanof Date 03/06/2026

KAPPES MILLER MANAGEMENT, LLC

By: _____
Mark Holmes Date _____

YATES, WOOD & MCDONALD, INC.

By: _____
Mark Holmes Date _____

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

EPIC HOMEOWNERS ASSOCIATION

By: _____
Michael Hunsinger Date _____

BAYVIEW ON THE LAKE CONDOMINIUM OWNERS ASSOCIATION

By: _____
Michael Fitzgerald Date _____

ARBORETUM AT VISTA PARK CONDOMINIUM ASSOCIATION

By: _____
Grayson Deitering Date _____

THE VINE BUILDING OWNERS ASSOCIATION

By: _____
Tom Ichelson Date _____

COSMOPOLITAN CONDOMINIUM OWNERS' ASSOCIATION

By: _____
Priscilla Stoyanof Date _____

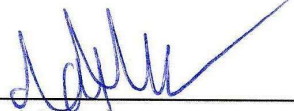
KAPPES MILLER MANAGEMENT, LLC

By:  _____
Mark Holmes Date 3/3/2026

YATES, WOOD & MCDONALD, INC.

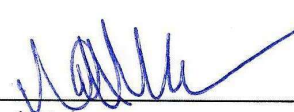
By:  _____
Mark Holmes Date 3/3/2026

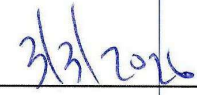
ECONDOSERVICES.COM, LLC

By: 
Mark Holmes

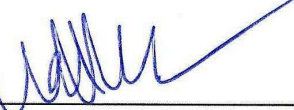

Date


ASSOCIATION UNDERWRITERS OF WASHINGTON LLC

By: 
Mark Holmes



Date

MARK HOLMES

By: 
Mark Holmes


Date

KELLY SZETO

By: 
Kelly Szeto

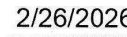

Date

EXHIBIT A

Class Action Notice
Authorized by King County Superior Court

Are you a condominium or homeowners association that had a property management contract with Kappes Miller, Yates Wood, or eCondoServices and bought insurance from Association Underwriters of Washington since June 6, 2019?

There is a \$1,265,000.00 settlement of a lawsuit. Lawyers for the class will seek \$ADD in attorneys' fees and costs and up to \$30,000 for each plaintiff in service awards. Your HOA' or COA's estimated payment is \$[ADD]. The final amount may be more or less.

You may be entitled to money. To select an electronic payment visit [website]. To exclude your HOA or COA or object to this settlement, you must respond by [date]. You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue defendants about the same issues.
- If you have questions or need assistance, please call 855-349-7023.
- You can learn more at [website] or by scanning the QR code.

Court-Approved Legal Notice

This is an important notice
about a class action lawsuit.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

EXHIBIT B

There is a \$1,265,000.00 settlement of a lawsuit that may affect your rights. If you are a condominium or homeowners association that (a) had a property management relationship with Kappes Miller, Yates Wood, or eCondoServices; (b) purchased insurance through AUW within four years before June 6, 2023; (c) paid a broker fee as a part of the “premium,” which made the “premium” greater than the actual consideration owed for an insurance contract or renewal as shown on the declaration pages of the relevant insurance policy; and (d) did not otherwise receive and sign a compensation disclosure form disclosing a broker fee, the settlement of the Class Action Lawsuit may affect your rights.

For complete information, visit [[settlement website link](#)] or call 855-349-7023.

You are not being sued. This is not a solicitation from a lawyer. This email notice was authorized by the Superior Court of the State of Washington for King County.

You received this email notice because you may be a member of the group of people affected, called the “class.” This notice tells you how to get more information.

What is the lawsuit about?

A Settlement has been reached in a class action lawsuit against Mark Holmes; Kappes Miller Management, LLC; Yates, Wood & McDonald, Inc.; eCondoservices.com, LLC; Association Underwriters of Washington; and Kelly Szeto (collectively, “Defendants”). The lawsuit claims that Defendants charged a broker fee to Class Member HOAs or COAs as a part of insurance “premiums,” which made the “premiums” greater than the actual consideration owed for an insurance contract or renewal as shown on the declaration pages of the relevant insurance policies and did not otherwise provide a compensation disclosure form disclosing a broker fee. Defendants in the lawsuit deny they did anything wrong. The Settlement is a compromise to end the lawsuit – it does not determine who is right. The lawsuit is called *Epic Homeowners Association, et al. v. Mark Holmes, et al.*, Case No. 23-2-10294-1 SEA, and is pending in King County Superior Court for the State of Washington.

Your options:

Option 1: Do nothing to get payment from the settlement and be bound by the settlement. If you want to receive your payment electronically, instead of by check, visit [[website](#)] to select an electronic payment.

Option 2: Submit an Opt Out request to get no payment, but keep the right to sue Defendants about the same issues.

Option 3: Object. Tell the court why you don’t like the settlement, but remain in the class.

How do the lawyers get paid?

Lawyers' fees and costs will be paid from the Settlement Fund. You will not have to pay the lawyers directly.

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$**ADD** total in attorneys' fees and costs.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$30,000.00 to each of the Class Representatives for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

How much will your HOA or COA get paid?

Your HOA or COA's estimated payment amount is \$**[add]**. The final amount may be more or less.

For complete information, visit [\[settlement website link\]](#) or call 855-349-7023.

EXHIBIT C

Washington State Superior Court for King County

Epic Homeowners Association, et al. v. Mark Holmes, et al.

Case No. 23-2-10294-1 SEA

Class Action Notice

Authorized by King County Superior Court

Are you a condominium or homeowners association that had a property management contract with Kappes Miller, Yates Wood, or eCondoServices and bought insurance from Association Underwriters of Washington since June 6, 2019?

There is a \$1,265,000.00 settlement of a lawsuit.

Lawyers for the class will seek \$ADD in attorneys' fees and costs and up to \$30,000 for each plaintiff in service awards.

You may be entitled to money. To select an electronic payment visit [website].

To exclude your HOA or COA or object to this settlement, you must respond by [date].

Keep reading this website to learn more.

If you take no action, you will still be bound by the settlement, and your rights will be affected.

1. This settlement resolves a lawsuit over whether Kappes Miller Management, LLC; Yates, Wood & McDonald, Inc.; eCondoservices.com, LLC; Association Underwriters of Washington; Mark Holmes; and Kelly Szeto (collectively, "Defendants") charged Class Member HOAs an amount more than the premium shown on the declaration pages of subject insurance policies.
2. It avoids costs and risks from continuing the lawsuit, pays money to Class Member HOAs, and releases Defendants from liability. The two sides

disagree on how much money could have been won at trial.

3. Lawyers for the Class Member HOAs and COAs will ask the Court for up to \$ADD in attorneys' fees and costs for their work on this case.

Frequently Asked Questions

About This Notice	3
Why did I get this notice?	3
What do I do next?	3
What are the most important dates?	4
Learning About the Lawsuit	4
What is this lawsuit about?	4
Why is there a settlement in this lawsuit?	4
What happens next in this lawsuit?	5
Learning About the Settlement	5
What does the settlement provide?	6
How much will my payment be?	6
Deciding What to Do	6
How do I weigh my options?.....	6
What is the best path for me?	7
Submitting a Claim	Error! Bookmark not defined.
How do I get a payment if I am a class member?.....	8
Do I have a lawyer in this lawsuit?	9
Do I have to pay the lawyers in this lawsuit?	9
Opting Out	10
What if I don't want to be part of this settlement?.....	10
How do I opt out?	10

Objecting **10**
 What if I disagree with the settlement? 10

Doing Nothing **11**
 What are the consequences of doing nothing? 12

Key Resources **12**
 How do I get more information? 12
 [Optional sample instructions for accessing eCourt Public Portal] **Error!**
Bookmark not defined.

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Epic Homeowners Association, et al. v. Mark Holmes, et al.*, King County Superior Court Case No. 23-2-10294-1 SEA, brought on behalf of condominium or homeowners association that (a) had a property management relationship with Kappes Miller, Yates Wood, or eCondoServices; (b) purchased insurance through AUW within four years before June 6, 2023; (c) paid a broker fee as a part of the “premium,” which made the “premium” greater than the actual consideration owed for an insurance contract or renewal as shown on the declaration pages of the relevant insurance policy; and (d) did not otherwise receive and sign a compensation disclosure form disclosing a broker fee. **You received this notice because you may be a member of the group of people affected, called the “Class Member HOAs or COAs.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights Class Member HOAs or COAs have, and helps Class Member HOAs or COAs make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a Class Member HOA. Then, decide if you want to:

Options	More information about each option
Do Nothing	Remain in the class. Receive payment if eligible. You will be bound by the settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Defendants about the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a claim form: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

The lawsuit claims that Defendants charged a broker fee to Class Member HOAs or COAs as a part of insurance “premiums,” which made the “premiums” greater than the actual cost of the insurance as shown on the declaration pages of the relevant insurance policies and did not otherwise provide a compensation disclosure form disclosing a broker fee.

The Defendants deny that they did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[website]

Why is there a settlement in this lawsuit?

In December 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the HOAs or COAs who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: King County Superior Court, 401 4th Ave. N. Room 2D, Kent, WA 98032.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

Defendants have agreed to create a \$1,265,000.00 fund to be divided among qualifying Class Member HOAs or COAs who do not opt out. This money will be divided among the Class Member HOAs or COAs and will also be used to pay for costs and lawyer fees approved by the Court, and for the cost of administering this settlement. Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue Defendants for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [\[here\]](#).

If there is money left over after the void date for settlement payments, it will be donated to the Legal Foundation of Washington and the Northwest Consumer Law Center.

How much will my payment be?

Your HOA’s estimated payment amount is listed on the notice postcard and email sent to the HOA. An authorized representative of the HOA can request the estimated payment amount by calling 1-855-349-7023. The estimated payment amount is your HOA’s share of the settlement fund calculated based on the amount of AUW brokerage fees your HOA paid, as reflected in Defendants records. The final payment amount may be more or less than the estimated payment.

The Settlement does not include any AUW brokerage fees your HOA may have paid after signing a form disclosing the fees in 2022 or 2023.

If you are still unsure whether you are a class member, call 855-349-7023 to see if you are eligible.

Deciding What to Do

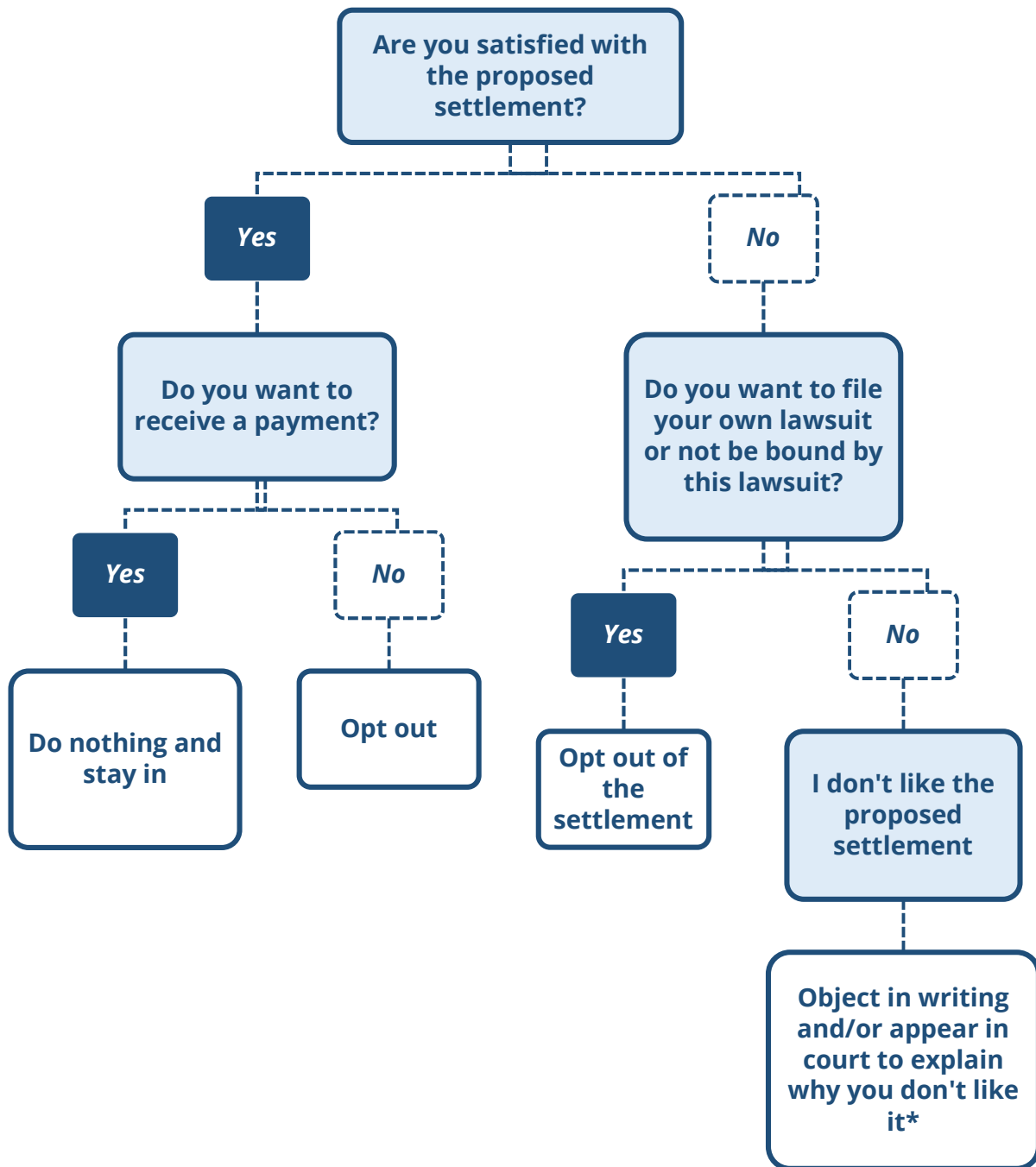
How do I weigh my options?

You have three options. You can do nothing and stay in the settlement, you can opt out of the settlement, or you can object to the settlement.

This chart shows the effects of each option:

	Do nothing and stay in the class	Opt out	Object
Can I receive settlement money if I . . .	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES
Can I pursue my own case if I . . .	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	NO	NO

What is the best path for me?



**You can object to the settlement AND still receive payment if you do not opt out.*

Receiving a payment

How do I get a payment if I am a class member?

If you wish to receive money, do nothing. The Settlement Administrator will send the HOA its award when funds are distributed. If you want select an electronic payment instead of check, please call 855-349-7023. To make sure the proper contact information is on file, call 855-349-7023 or email [EMAIL].

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Isaac Ruiz of Ruiz and Smart LLP; and Beth Terrell and Blythe Chandler of Terrell Marshall Law Group PLLC. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$ADD total in for attorneys' fees and the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$30,000.00 to each of the Class Representatives for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Kappes Miller Management, LLC; Yates, Wood & McDonald, Inc.; eCondoservices.com, LLC; Association Underwriters of Washington; Mark Holmes; and Kelly Szeto or be part of another case against and of these defendants about the issues in this lawsuit. **If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately.** You must exclude yourself from this Class to continue your own lawsuit.

How do I opt out?

To opt out of the settlement, you must notify the Settlement Administrator in writing to the address below no later than [Opt-Out Deadline] that you do not want to be a class member. All such writings must include the name and address of the condominium or homeowners association opting out, be signed by an authorized representative of the condominium or homeowners association opting out, include the name, title, email address, and telephone number of the authorized representative signing the opt out, and must be postmarked no later than the Opt-Out Deadline.

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You should give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
 - (2) includes the case name and number (*Epic Homeowners Association, et al. v. Mark Holmes, et al.*, King County Superior Court Case No. 23-2-10294-1 SEA)
 - (3) includes your full name, address, telephone number, and email address (if you have one);
- states the reasons for your objection;
Your signature.

Mail the letter to:

Clerk's Office
King County Superior Court
516 3rd Avenue, Room C-203
Seattle, Washington 98104

Right to Appear at Final Approval Hearing. Anyone who properly objects, as described herein, may appear at the Final Approval Hearing, including through an attorney hired at the objector's expense. Such objectors or their attorneys intending to appear at the Final Approval Hearing should file a notice of appearance with the Court no later than ten (10) days before the Final Approval Hearing. Any member of the Settlement Class who fails to comply with the provisions herein shall waive its rights to appear or object separately, and shall be bound by the terms of this Settlement and the orders and judgments of this Court.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, your HOA will be mailed a check and your HOA will be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Kappes Miller Management, LLC; Yates, Wood & McDonald, Inc.; eCondoservices.com, LLC; Association Underwriters of Washington; Mark Holmes; and Kelly Szeto about the issues in this case.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Isaac Ruiz Ruiz & Smart LLP 901 5 th Avenue, Suite 820 Seattle, Washington 98164 Beth Terrell Blythe Chandler

	Terrell Marshall Law Group PLLC 936 N 34 th Street, Suite 300 Seattle, Washington 98103
Court (DO NOT CONTACT)	The Honorable William L. Dixon V King County Superior Court 401 4 th Avenue N, Room 2D Kent, Washington 98032