

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON

If you paid a tenant screening fee or holding fee to FPI Management between April 16, 2016 and October 13, 2021, you could be entitled to benefits under a class action settlement.

*The United States District Court for the Eastern District of Washington authorized this Notice.
This is not a solicitation from a lawyer.*

- Settlement of a class action lawsuit has been proposed, relating to Defendant FPI Management, Inc.’s alleged conduct in managing rental properties in the State of Washington. Specifically, the class action lawsuit alleged that FPI failed to provide required screening disclosures prior to obtaining information on prospective tenants and charging a tenant screening fee, and/or charged prospective tenants a holding fee for a dwelling unit, prior to unconditionally offering the dwelling unit to the prospective tenants. The case is known as *Brianna Morris v. FPI Management Inc.*, No. 2:19-CV-0128-TOR (E.D. Wash.) (“Action”).
- Defendant FPI denies all allegations of wrongdoing in the lawsuit. Defendant FPI claims it has abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, Defendant FPI does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The proposed settlement provides for a \$1,600,000 fund for Settlement Class Members (persons who qualify under the definition of the class) who do not timely exclude themselves from the Settlement. The fund will also be used to pay the costs and expenses of settlement administration, a service award to the Plaintiff, and Class Counsel’s attorneys’ fees and costs.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
DO NOTHING	You will receive payment under the settlement and will be giving up your rights to assert any claims about the legal claims in the case against Defendant FPI.	No Deadline
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to be part of any other lawsuit against Defendant FPI about the legal claims in the case.	December 27, 2021
OBJECT	Write to the Court and the Parties’ Counsel about why you don’t like the settlement. You can do this only if you don’t exclude yourself.	December 27, 2021
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.	February 3, 2022 at 10:00 a.m.

- This Notice explains these rights and options—**and the deadlines to exercise them.**

- The Court must decide whether to approve the settlement as part of the process described in this Notice. Payments will be sent only if the Court approves the settlement.

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Basic Information

1. Why did I get a Notice?

You received postcard notice if Defendant FPI's records show that you might be a class member. The postcard notice referred you to an informational website which included this more detailed Notice.

The Court ordered that a Notice be sent to you because you have a right to know about a proposed settlement of the class action against Defendant FPI and about your options before the Court decides whether to approve the settlement. If the Court approves it and you submit a valid Claim Form, an administrator appointed by the Court will provide the Claim Payment that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The United States District Court for the Eastern District of Washington has jurisdiction over this proposed settlement. The person who sued is called the Plaintiff, and the company she sued is called the Defendant.

2. What is the lawsuit about?

Plaintiff filed a proposed class action lawsuit (the "Action") against Defendant FPI.

In the Action, the Plaintiff claimed, among other things, that Defendant FPI charged tenant screening fees without first providing required disclosures to prospective tenants, in violation of Washington State law. The Plaintiff also claimed that Defendant FPI charged a holding fee for dwelling units prior to unconditionally offering the dwelling units to its prospective tenants in violation of Washington State law. Defendant FPI claims it has abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, Defendant FPI does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. In this case, the Class Representative is Brianna Morris. One court resolves the issues for all class members, except those who exclude themselves from the Class. The Honorable Thomas Rice for the United States District Court for the Eastern District of Washington has jurisdiction over the case in which the parties have submitted this settlement for approval.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant FPI. Instead, both sides agreed to a settlement, so that they could avoid the cost of a trial and have settlement benefits go to the class members. The class representative and her attorneys think the settlement is best for the class members.

Who Is in the Settlement?

To see if you are eligible to receive a Claim Payment and otherwise benefit from this settlement, you first have to determine whether you are a class member.

5. How do I know if I am part of the settlement?

For the purposes of this settlement only, everyone who fits this description is a class member:

You are a Class Member if (1) from April 16, 2016 to October 13, 2021, you submitted an application to rent a residential property then-managed by FPI and located in Washington State (“Rental Application”), and (2) meet one of the following criteria:

- (a) in conjunction with the submission of a Rental Application, you paid a tenant screening fee through FPI to the owner of the property for which you submitted the Rental Application;
- (b) in conjunction with the submission of a Rental Application, you had one or more consumer credit reports pulled by FPI or any other entity acting on its behalf; or
- (c) in conjunction with the submission of a Rental Application, you paid a holding deposit through FPI to the owner of the property for which you submitted the Rental Application.

6. Who is not included in the Class?

The Class does *not* include Defendant FPI, any person or entity that has a controlling interest in Defendant FPI, FPI’s current or former directors and officers, as well as the Parties’ Counsel and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can visit the settlement website, www.ScreeningFeeSettlement.com, for more information.

The Settlement Benefits—What You Get

8. What does the settlement provide?

Defendant FPI agreed to pay a total settlement amount of \$1,600,000, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who do not timely exclude themselves from the Settlement, to pay Class Counsel’s attorneys’ fees and costs, to pay a service award to the Plaintiff, and to pay costs and expenses of settlement administration.

The Settlement Administrator will determine whether you are a Settlement Class Member or have validly excluded yourself.

How You Get a Claim Payment

9. How can I receive a payment?

If you receive this notice and do not validly exclude yourself from the Settlement Class by **December 27, 2021**, you will be eligible to receive payment. The Court will hold a hearing on **February 3, 2022**, to decide whether to approve the Settlement. If the Settlement is approved, payments will be mailed from the Settlement Administrator within fifteen (15) days of the Court entering a final order approving the Settlement.

10. When do I get my payment?

The Court will hold a hearing on **February 3, 2022**, to decide whether to approve the settlement (“Fairness Hearing”). If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient and check the website for any updates. However, if the Settlement is approved, and there are no appeals, payments will be mailed from the Settlement Administrator within fifteen (15) days of the Court entering a final order approving the Settlement.

11. What am I giving up if I remain in the Class?

Unless you exclude yourself, you stay in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Defendant FPI about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all class members release all “Released Claims” against all “Released Parties.”

“Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, 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 regulation, 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 or RCW 59.18.253 that have been, or could have been, brought in the Action. In addition, with respect to Plaintiff Brianna Morris only, “Released Claims” includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring as of September 28, 2021 that might be attributable directly or indirectly to Defendant FPI.

“Released Parties” means Defendant FPI and all other persons and entities who played any role in charging the screening fee, the holding fee, or obtaining information on prospective tenants in connection with their applications to rent from Defendant FPI, including any of their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present owners, founders, officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, contractors, vendors, issuers, and assigns, or anyone acting on their behalf.

Additionally, with respect to any and all Released Claims, you and your respective agents, successors, heirs, assigns, and any other person who can claim by or through you in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. California Civil Code § 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Excluding Yourself from the Settlement

If you don't want anything from this settlement, and you want to keep any right you may have to sue or continue to sue Defendant FPI or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself and is sometimes referred to as "opting out" of the Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a signed letter by mail stating that you "want to opt out of the Brianna Morris v. FPI Management, Inc. Settlement." Please be sure to include your name, address, email address, telephone number, and your signature. You must mail your exclusion request **postmarked no later than December 27, 2021**, to:

Brianna Morris v. FPI Management, Inc.
Settlement Administrator
P.O. Box 3637
Baton Rouge, LA 70821

You can't exclude yourself on the phone or by fax or email.

13. What is the effect if I exclude myself from this settlement?

If you ask to be excluded, you will not receive any payment from this settlement. Also, you cannot object to the settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Defendant FPI in the future about the legal issues in this case.

14. If I don't exclude myself, can I sue Defendant FPI for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Defendant FPI and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Your exclusion request must be postmarked on or before **December 27, 2021**.

15. If I exclude myself, can I get a payment from this settlement?

No. However, if you exclude yourself, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendant FPI and the other Released Parties.

The Lawyers Representing You

16. Do I have a lawyer in the case?

The Court appointed Kirk D. Miller, P.S. and Cameron Sutherland, PLLC to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel's fees and costs, which Defendant FPI will pay as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will request from the Court an award of attorneys' fees and out-of-pocket litigation costs up to \$400,000. Class Counsel will also request up to a \$10,000 Service Award for the Representative Plaintiff for serving as the class representative. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund. You have the right to object to the requested attorneys' fees and costs, and Service Award.

Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees and reimbursement of costs, and for the Service Award, by no later than January 22, 2022 and November 12, 2021, respectively. These papers will also be posted on the Settlement Website (www.ScreeningFeeSettlement.com).

Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court if I don't like the settlement?

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court and deliver to Class Counsel and Defendant FPI's counsel a signed letter saying you object to the proposed settlement in *Brianna Morris v. FPI Management Inc.*, No. 2:19-CV-0128-TOR (E.D. Wash.). Be sure to include your name, address, telephone number, a statement indicating that you are a class member, your signature, and the reasons why you object to the settlement. Your objection and any supporting papers must be postmarked by and mailed to United States District Court for the Eastern District of Washington at the following address, postmarked no later than **December 27, 2021**:

United States District Court for the Eastern District of Washington
Clerk's Office
920 W. Riverside Ave., Ste. 840
Spokane, WA 99201

Your objection and any supporting papers must also be delivered to Class Counsel and Defendant FPI's counsel at the following addresses **no later than December 27, 2021**:

Kirk D. Miller
Kirk D. Miller, P.S.
421 W. Riverside Avenue, Ste. 660
Spokane, WA 99201
Class Counsel

Binah Yeung
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323
Counsel for Defendant FPI

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Fairness Hearing

The Court will hold a fairness hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **10:00 AM on February 3, 2022**, at the United States District Court for the Eastern District of Washington, 920 West Riverside Avenue, Spokane, Washington, 99210. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Rice will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the requested attorneys' fees, costs, and Service Award. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Rice may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is postmarked by December 27, 2021, the Court will consider it. You may also pay your own lawyer to attend, but it's not required.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Brianna Morris v. FPI Management Inc., No. 2:19-CV-0128-TOR (E.D. Wash.)*" Be sure to include your name, address, telephone number, that you are a class member, a list of any documents you want the Court to consider, the names of any witnesses who you want to testify and your signature. Your Notice of Intention to Appear must be postmarked and sent to the Court's, Class Counsel's, and Defendant FPI's Counsel's addresses in Question 18, **no later than December 27, 2021**. You cannot speak at the hearing if you exclude yourself.

If You Do Nothing

23. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will receive a payment and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant FPI or the Released Parties about the legal issues resolved by this Settlement.

Getting More Information

24. Are there more details about the settlement?

This Notice summarizes the proposed Settlement. More details appear in the Settlement Agreement and Release of Claims (the “Agreement”). Copies of the Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the Eastern District of Washington, 920 West Riverside Avenue, Spokane, Washington, 99210 and may be examined and copied at any time during regular office hours at the Court. The Settlement Agreement and the pleadings and other documents relating to the case are also available at the settlement website, www.ScreeningFeeSettlement.com.

25. How do I get more information?

You can visit the settlement website at www.ScreeningFeeSettlement.com, where you will find answers to common questions about the settlement, plus other information, including a copy of the Settlement Agreement. You may also write to:

Brianna Morris v. FPI Management, Inc
Settlement Administrator
P.O. Box 3637
Baton Rouge, LA 70821

You should not direct questions to the Court.