

SUPERIOR COURT OF THE STATE OF WASHINGTON

COUNTY OF KING

Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner, and Gustavo Cortez, Towana Peltier and Darius Mosely v. Columbia Debt Recovery, LLC, and Jordan Pierce et al., v. Thrive Communities Management, LLC and Belkorp Holdings, Inc.

Case No 20-2-16403-8 SEA

If you paid interest to Columbia Debt Recovery (also known as Genesis or CDR), you may be entitled to benefits from a class action settlement.

A state court authorized this notice.

This is not a solicitation from a lawyer, and it is not a lawsuit against you. This is not an attempt to collect a debt.

- CDR has agreed to establish a fund valued at \$87,000 from which eligible persons will receive cash awards.
- CDR will separately pay court-ordered settlement administration expenses, class representative service awards, and attorneys' fees and costs.
- The settlement resolves counterclaims over whether Columbia Debt Recovery, LLC ("CDR") violated the federal Fair Debt Collection Practices Act ("FDCPA"), Washington Collection Agency Act ("WCAA"), and Washington Consumer Protection Act ("CPA") in its attempts to collect alleged debts from former tenants on behalf of Thrive Communities Management, LLC, including by adding prejudgment interest to former tenant accounts calculated from the date the tenant moved out.
- This settlement does not resolve claims made in the lawsuit that Thrive Communities Management, LLC ("Thrive") and Belkorp Holdings, Inc. charged an impermissible early termination or "lease break" fee when tenants moved out of rental units before the end of their lease term.
- CDR does not admit to any wrongdoing and deny the allegations in the amended answer and counterclaims. CDR further denies that the case should proceed as a class action.
- The Court presiding over the case issued an order approving notice of the settlement to the Class and will decide whether the proposed settlement should be approved.
- Court-appointed lawyers for the Class ("Class Counsel") will ask the Court to approve a separate payment by CDR of up to \$325,000 for their attorneys' fees and expenses, based on their actual fees and costs incurred. CDR may oppose the attorneys' fees request, which will have no impact on how much money is available to the Class.
- The two sides disagree on whether the Class Representatives and the Class would have won at trial.
- Your estimated share of the Settlement Fund, if you do not exclude yourself, is included on the postcard notice sent to you. Please note, the amount included in the postcard notice is an estimate only. The final amount may be different. Your legal rights are affected whether you act or not. Please read this notice carefully.
- **Questions?** Read on, view the full Settlement Agreement [here](#), or call 1-855-349-7023 toll free.

Your Legal Rights and Options in This Lawsuit

Do Nothing	<p>Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that come from the settlement, but you give up any rights to sue Columbia Debt Recovery separately about the same or similar legal claims made in this lawsuit. You do not have to file a claim to receive payment.</p> <p>If you shared an apartment with other adults, your Settlement Payment amount will be split evenly among the tenants listed on the account. For example, if you lived with one roommate, you and your roommate will each receive half of the Settlement Payment associated with your account. Contact class counsel if you have questions about this call 1-855-349-7023 toll free.</p>
Exclude yourself by January 23, 2024	<p>Get out of this lawsuit. Get no benefits from it. Keep rights to sue.</p> <p>If you exclude yourself, you will not be eligible to receive any money or benefits that come from the settlement, and you may not object. This is the only option that allows you to be part of any other lawsuit against Columbia Debt Recovery about the legal claims in this case.</p>
Object by January 23, 2024	<p>Stay in this lawsuit. File a written objection to the settlement with the Court.</p> <p>If you disagree with any portion of the Settlement Agreement or the amount of attorneys' fees requested by Class Counsel, you may file a written objection with the Court, which will be considered at the Final Approval Hearing. Your objection will be considered if you do not exclude yourself from the settlement. If the settlement is approved, you will be bound by the Settlement Agreement and you give up rights to sue Columbia Debt Recovery separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive money and benefits that come from the settlement.</p>
Attend a hearing on March 4, 2024 at 8:30 a.m.	<p>Attend the final approval hearing and ask the Court to speak.</p> <p>If you do not exclude yourself, you may ask to speak to the Court about the fairness of the settlement.</p>

1. What is this website about and why should I read it?

The purpose of this website is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner, and Gustavo Cortez, Towana Peltier and Darius Mosely v. Columbia Debt Recovery, LLC, and Jordan Pierce et al., v. Thrive Communities Management, LLC and Belkorp Holdings, Inc.* Case No 20-2-16403-8 SEA. Judge Adrienne McCoy of the Superior Court of the State of Washington, County of King preliminarily approved the proposed settlement. You have legal rights and options that you may act on before the Court decides whether to grant final approval of the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read the information on this website carefully.

2. Why did I get a postcard Notice?

Based on a review of CDR's business records you have been identified as a possible member of the Class certified by the Court for settlement purposes. CDR's records show that at some time on or after November 6, 2016, you paid money that CDR allocated to prejudgment interest calculated from the date the you moved out of a Thrive rental unit and your Thrive account includes moveout charges for cleaning or repairs to the rental unit.

3. What is this lawsuit about?

In a class action, one or more people, called "class representatives" (in this case Gustavo Cortez, Towana Peltier and Darius Mosely), sue on behalf of people who have similar claims. All those people are a "class" or "class members." One court resolves the issues for all class members, except those who exclude themselves from the class.

The Class Representatives challenged CDR's practices of allegedly collecting or attempting to collect prejudgment interest calculated from the moveout date on cleaning and repair charges. The Class Representatives allege that CDR's conduct violated the federal Fair Debt Collection Practices Act, the Washington Collection Agency Act, and the Washington Consumer Protection Act.

The Court did not certify a class before the proposed settlement was reached. Washington State Superior Court Judge Adrienne McCoy is in charge of this class action.

CDR denies the Class Representatives' claims and denies that the Class would be certified by the Court.

THE SETTLEMENT

4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or CDR. Instead, both sides agreed to a settlement. This avoids the cost of a trial, and the people affected will benefit from the settlement. The Class Representatives and their attorneys think the settlement is best for all Class Members under the circumstances. CDR has not admitted fault or that they violated any laws, but CDR and its attorneys agree that a settlement is in all parties' best interests.

WHO IS IN THE SETTLEMENT?

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

You are a member of the Class if you are a former tenant of a Thrive managed property in Washington, Thrive placed your account in collections with CDR, you paid any money on or after November 6, 2016 that CDR allocated to prejudgment interest calculated from the date you moved out of a Thrive rental unit and your account includes amounts allegedly due for cleaning and repairs to the Thrive rental unit.

The Class does not include any persons who validly request exclusion from the Settlement, as described under Question 11.

If you have questions about whether you are a part of the Class, you may call 1-855-349-7023.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

The settlement requires CDR to establish a Class Fund in the amount of \$87,000 that will be used to pay Settlement Payments to Class Members only. CDR will separately pay service awards of no more than \$1,000 to each Class Representative (\$3,000 total), attorneys' fees and costs approved by the Court and up to \$325,000, and settlement administration costs estimated at \$10,500, all subject to Court approval. If the Court awards anything less than the amounts requested for Class Representatives' statutory damages, service awards, or attorneys' fees and costs, there will be no change in the amount of the Class Fund. No part of the Class Fund will be returned to CDR.

A list of important dates and deadlines regarding this Settlement can be found [here](#).

7. Will I receive a payment and how much will it be?

Your estimated gross share of the Class Fund, if you do not exclude yourself, is included on the postcard notice sent to you. Your estimated share of the Class Fund may increase or decrease depending on factors such as, but not limited to, the outcome of any challenge by Class Members to the settlement and the number of Class Members who effectively exclude themselves from the settlement. If you do not have your postcard and want to know the estimated amount of your Settlement Payment, call 1-855-349-7023 toll free.

If you shared Thrive rental unit with other adults, your Settlement Payment amount will be split evenly among the tenants listed on the account. For example, if you lived with one roommate, you and your roommate will each receive half of the Settlement Payment associated with your account. Contact class counsel if you have questions about this call 1-855-349-7023 toll free.

Settlement Award checks that are not cashed within 180 days after the issue date on the check will be voided.

If you request to be excluded from the settlement, you will not receive any payment from the settlement.

HOW YOU GET A PAYMENT?

8. How can I get a payment?

If you received a postcard Notice and are eligible for a Settlement Payment, you will automatically receive your share of that award. **You do not need to submit a claim form or contact anyone unless you need to update your mailing address.** If you did not receive a postcard Notice but believe you are in the Class, you must call 1-855-349-7023.

9. When will I get my payment?

The Court will hold a hearing on March 4, 2024, to decide whether to approve the settlement. If the hearing date changes, this website will be updated. If the Court approves the settlement, the parties will then have to wait up to 30-days to see whether there is an appeal. An appeal can take up to a year or more to resolve. In the event of an appeal, information about the appeal's progress will be posted on this website.

If there is no appeal, Class Counsel expect the payments to be sent out within sixty-five days of the Court's approval of the settlement.

10. What am I giving up to receive a benefit?

Unless you exclude yourself, you will be part of the Class. That means you may not sue, continue to sue, or be part of any other lawsuit against CDR regarding claims that are the same or similar to the ones in this lawsuit. It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement contains the following release terms:

"Released Class 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, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities based on the factual predicate asserted by the Class Representatives against CDR in this Action that CDR demanded or collected excessive prejudgment interest, even though any such claim or claims were not presented and might not have been presentable in the Action. For avoidance of doubt, Released Class Claims do not include any claims against Thrive or Belcorp relating to their charging of early termination or lease break fees.

"Released Parties" means CDR and its 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 officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf; provided that nothing in the Agreement shall be construed or effective as a release of any claims, other than the Released Class Claims, any party has, could have, or may have against Thrive or Belcorp.

If you are currently involved in another lawsuit against the CDR (also known as Genesis), or contemplating filing such a lawsuit, you should consult with your own attorney to determine whether you need to opt out of this settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue CDR in a different case, then you must remove yourself from the Class. This is called excluding yourself – or “opting out” – of the settlement.

11. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you may download an Opt-out form [here](#) and send it via mail or email or send a written letter that includes your name and address and states that you do not want to be a Class Member in *CDR v. Jordan Pierce et al.* Opt-out requests must be postmarked on or before the Opt-out deadline: January 23, 2024.

Opt-out requests may be mailed, faxed or emailed to:

CDR v. Jordan Pierce et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
CDRSettlement@cptgroup.com
Fax: 949-419-3446

You cannot exclude yourself on the phone. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) CDR in the future.

12. If I don't exclude myself, can I sue CDR for the same things later?

No. Unless you exclude yourself, you give up any right to sue Columbia Debt Recovery. If you already have a lawsuit relating to CDR's attempts to collect or collection on a Thrive account, you should speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. The exclusion deadline is January 23, 2024.

13. If I exclude myself, can I get anything from this settlement?

No. You will not receive any money if you exclude yourself.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has decided that Terrell Marshall Law Group, PLLC, Law Office of Paul Arons, and Leonard Law and are qualified to represent you and all Class Members. Together, these lawyers are called “Class Counsel.” More information about Terrell Marshall Law Group, PLLC, Law Office of Paul Arons, and Leonard Law, their practices, and their experience is available at www.terrellmarshall.com, www.aronsconsumerlaw.com, and www.seattledbtdefense.com.

You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs separately by CDR in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$325,000 to them for attorneys' fees and their out-of-pocket expenses. These payments will pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also request service awards of no more than \$1,000 for each of the Class Representatives to compensate them for their time and effort, and statutory damages. The Court may award less than these amounts. Any amounts approved by the Court will be paid separately from the Class Fund by CDR. Class Counsel's complete request for fees, costs, and incentive awards to the Class Representatives will be posted to this website by November 28, 2023.

OBJECTING TO THE SETTLEMENT

16. How do I object to the settlement?

If you are a Class Member and you do not exclude yourself from the Class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. The Court cannot change the terms of the settlement. The Court can only approve or deny the settlement.

To object, you must file your objection by mailing a written letter to the Court at the address provided below. The letter must include:

(1) the following case name and number: *Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner*, Case No 20-2-16403-8 SEA;

(2) your name, address, telephone number, and email address, and if represented by counsel, of your counsel; and

(3) your specific objections to the settlement (i.e., why you think the Court should not approve the settlement).

The objection must be postmarked no later than January 23, 2024. If the settlement is approved, you will still be eligible to receive a payment under the settlement.

Objections to the settlement must be filed with the Court by mailing your letter to:

King County Superior Court
Clerk's Office
516 Third Avenue, Room E-609
Seattle, WA 98104

17. What is the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the settlement 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

18. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold a Final Approval Hearing at 8:30 a.m. on March 4, 2024, at the King County Superior Court, 516 Third Ave, Seattle, WA 98104. The purpose of this hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interest of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related

to the amount requested by Class Counsel for attorneys' fees and expenses and the service awards to the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court order. Any changes will be posted on this website.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection you don't have to come to the Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

20. May I speak at the hearing?

If you do not exclude yourself from the Class, you may ask the Court for permission for you or your attorney to speak at the hearing concerning any part of the Settlement Agreement. If you filed an objection (see Question 16 above) and intend to appear at the hearing, you should send a letter saying that it is your "Notice of Intention to Appear in *Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner*, Case No 20-2-16403-8 SEA." Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. If you are represented by your own attorney, he or she must file a notice of appearance with the Court before the Final Approval Hearing. Your Notice of Intention to Appear must be received at the address in Question 16, no later than ten (10) days before the hearing date, March 4, 2024. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a member of the Class and you will be eligible to receive settlement benefits.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This website summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement [here](#). You can also get a copy of the Settlement Agreement by writing to the Class Administrator at the address below.

23. How do I get more information?

First review all the information on this website. If you still have questions, you can call 1-855-349-7023 toll free or write to the Class Administrator at, 50 Corporate Park, Irvine, CA 92606.

24. What is the contact information for the Class Administrator?

CDR v. Jordan Pierce et al. c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

CDRSettlement@cptgroup.com

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR CDR WITH QUESTIONS ABOUT THE SETTLEMENT.