

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Settlement” or “Agreement”) is entered into as of the last date of any signature below by and among:

- (a) Columbia Debt Recovery, LLC,
- (b) Gustavo Cortez, Towana Peltier and Darius Mosely, individually and as representatives of the CDR Class, as defined below; and
- (c) Jordan Pierce and Donte Gardiner, individually.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Class Representatives, the CDR Class, CDR, Pierce and Gardiner, as defined herein, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

### 1 DEFINITIONS

**1.01** “Action” means the action now pending under the caption *Columbia Debt Recovery, LLC, a Washington limited liability company, Plaintiff/Counterclaim-Defendant, v. Jordan Pierce and Donte Gardiner, Defendants/Counterclaimants/Third-Party Plaintiffs, and Gustavo Cortez, Towana Peltier and Darius Mosely, Third-Party Plaintiffs, v. Columbia Debt Recovery, LLC, a Washington limited liability company, and Jordan Pierce, Donte Gardiner, Thomas G. Heller, Mary Ashley Ancheta, Rory Walton, Bethany Hanson, Megan Shanholtzer, Crystal Pawlowski and Talia Lucken, Third Party Counterclaim Plaintiffs, v. Thrive Communities Management, LLC, a Washington limited liability company, Thrive Communities, Inc., a Washington corporation, Belkorp Holdings, Inc., a Washington corporation dba The Eden*, King County Superior Court Case No 20-2-16403-8 SEA.

**1.02** “Belkorp” means Belkorp Holdings, Inc.

**1.03** “CDR” means Columbia Debt Recovery, LLC.

**1.04** “CDR Class” means all persons, including the Class Representatives, who meet all the criteria set forth in Sections 1.04.1 through 1.04.6:

**1.04.1** All former tenants of properties in Washington state whose accounts Thrive placed with CDR for collection; and

**1.04.2** Who paid any money on or after November 6, 2016 that CDR allocated to prejudgment interest calculated from the date the person moved out of a Thrive rental unit; and

**1.04.3** Whose account includes amounts allegedly due for cleaning and repairs to the Thrive rental unit.

**1.04.4** The CDR Class does not include former tenants that have a judgment against them for the accounts Thrive placed with CDR, and the judgment was obtained prior to July 10, 2023.

**1.04.5** The CDR Class does not include CDR, any entity that has a controlling interest in CDR, and CDR's current or former directors, officers, counsel, and their immediate families.

**1.04.6** The CDR Class also does not include any persons who validly request exclusion from the CDR Class pursuant to the Opt Out Procedures described in this Agreement.

**1.05** "Class Counsel" means Beth E. Terrell, Blythe H. Chandler of Terrell Marshall Law Group PLLC, Samuel R. Leonard of Leonard Law, PLLC, and Paul Arons of the Law Office of Paul Arons.

**1.06** "Class Fund" means \$87,000.00 that CDR will pay for the benefit of the Class Members as described in this Settlement Agreement. CDR and their insurers are not required to place all or any portion of the Class Fund into a separate bank account and will not relinquish control of any funds until payments are due. CDR and their insurers shall not be responsible for any payments or obligations other than those specified in this Agreement.

**1.07** "Class Notice" means the notice provided to the Class Members notifying them of the Court's preliminary approval of the Parties' settlement as set forth in Section 4.03 of this Agreement. The Class Notice will include opt-out instructions, and indicate a final approval hearing date set by the Court to consider objections, if any, to the settlement and to determine whether to approve the settlement.

**1.08** "Class Member" or "Class Members" means any member or members of the CDR Class, including the Class Representatives, who are sent the Class Notice, and do not validly exclude themselves from the CDR Class.

**1.09** "Class Representatives" means Third-Party Plaintiffs Gustavo Cortez, Towana Peltier and Darius Mosely.

**1.10** "Cortez" means Gustavo Cortez.

**1.11** "Counterclaim Plaintiffs" means Jordan Pierce and Donte Gardiner.

**1.12** "Court" means King County Superior Court.

**1.13** "Cy Pres Fund" means the residual of the Class Fund after all payments set forth in this Agreement, and as described below.

**1.14** "Distribution Date" means a date thirty (30) days from the Effective Date.

**1.15** “Effective Date” means the date this Settlement Agreement becomes effective, which will be the later of either 31 days following the Court’s entry of an order granting final approval of the settlement or, if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the settlement.

**1.16** “Gardiner” means Donte Gardiner.

**1.17** “Mosely” means Darius Mosely.

**1.18** “Notice Date” means the date that Class Notice is disseminated to all members of the Settlement Class as set forth in Section 4.03 of this Agreement.

**1.19** “Objection Deadline” means the deadline set forth in Section 4.04 of this Agreement.

**1.20** “Opt-Out Deadline” means the deadline set forth in Section 4.04 of this Agreement.

**1.21** “Parties” means the Class Representatives, CDR, and Counterclaim Plaintiffs.

**1.22** “Peltier” means Towana Peltier.

**1.23** “Pierce” means Jordan Pierce.

**1.24** “Preliminary Approval” means the Court has entered an order substantially in the form of Exhibit B to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the CDR Class.

**1.25** “Preliminary Approval Order” means an order substantially in the form of Exhibit B to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the CDR Class.

**1.26** “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 Belkorp relating to their charging of early termination or lease break fees.

**1.26.1** Released Class Claims do not include any claim assigned to CDR against Counterclaim Plaintiffs after the Action was first commenced.

**1.27** “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 Belkorp.

**1.28** “Service Award” means the payment to the Class Representatives for their time and effort in connection with this action in an amount approved by the Court as set forth in Section 0 of this Agreement.

**1.29** “Settlement Administration” means the process under the Court’s supervision that includes, but is not limited to, the manner in which the Class Notices are distributed and payments are made under this Agreement by a third-party administrator selected by the Parties.

**1.30** “Settlement Website” means the website that will be established and maintained by the settlement administrator with substantive content as set forth in Section **Error! Reference source not found.** of this Agreement.

**1.31** “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit E to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Class Members, Released Parties and Counterclaim Plaintiffs.

**1.32** “Settlement Payment” means a payment to a Class Member for the Class Member's share of the Class Fund as described in this Agreement.

**1.33** “Thrive LLC” means Thrive Communities Management, LLC.

**1.34** “Thrive Inc.” means Thrive Communities, Inc.

**1.35** “Thrive” means collectively Thrive LLC and Thrive Inc.

**1.36** “Walton” means Rory Walton.

**1.37** “USPS” means United States Postal Service.

**1.38** The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

## 2 RECITALS

**2.01** On September 13, 2019, CDR initiated a collection complaint against Pierce and Gardiner under the caption *Columbia Debt Recovery, LLC, a Washington limited liability company, v. Jordan Pierce and Donte Gardiner, et al.*, in the District Court of the State of Washington for the County of King, West Division, Seattle Courthouse, Case No. 19CIV12217KCX based on an allegedly unpaid real property lease entered into with Belkorp related to a property called “The Eden.” The Eden was managed by Thrive.

**2.02** On or about November 2, 2020, Pierce and Gardiner filed their Answer and Counterclaim in the Action, alleging class action counterclaims against CDR, and third party complaints against Belkorp, Thrive, William Wojdak and Jose Salas. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due.

**2.03** On or about November 9, 2020, Pierce and Gardiner removed the Action to Superior Court under the caption *Columbia Debt Recovery, LLC, a Washington limited liability company, Plaintiff/Counterclaim-Defendant, v. Jordan Pierce and Donte Gardiner, Defendants/Counterclaimants/Third-Party Plaintiffs vs. Thrive Communities Management, LLC, Thrive Communities, Inc., The Eden, William Wojdak and Jose Salas*, King County Superior Court Case No 20-2-16403-8 SEA.

**2.04** On or about February 2, 2021, Pierce and Gardiner filed their Answer and Amended Counterclaim in the Action, alleging class action counterclaims against CDR, and third party complaints against Belkorp, Thrive, Wojdak and Salas. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due.

**2.05** On or about April 29, 2021, the Court entered an Order in the Action dismissing Defendant Salas.

**2.06** On or about July 26, 2021, Pierce and Gardiner filed their Second Amended Answer and Amended Counterclaims in the Action, alleging class action counterclaims against CDR. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due. Pierce and Gardiner, along with Thomas G. Heller and Mary Ashley Ancheta filed third party complaints against Belkorp, Thrive, and Wojdak.

**2.07** On or about March 11, 2022, the Court denied Pierce and Gardiner’s Motion for Class Certification, and denied third party plaintiffs’ Motion for Class Certification.

**2.08** On or about April 8, 2022, Pierce and Gardiner and third party plaintiffs appealed the Courts Orders denying class certification.

**2.09** On or about October 14, 2022, the Court denied discretionary review of the Court's Orders denying class certification.

**2.10** On or about October 27, 2022, the Court entered an Order in the Action dismissing Defendant Wojdak.

**2.11** On January 30, 2023, the Court granted Pierce and Gardiner's Motion to Amend the Answer and Counterclaims in the Action. The Amended Answer and Counterclaims added Walton, Hanson, Shanholtzer, Pawlowski and Lucken as Third Party Plaintiffs.

**2.12** On or about January 30, 2023, Pierce and Gardiner filed their Third Amended Answer and Amended Counterclaims in the Action, alleging class action counterclaims against CDR. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due. Pierce and Gardiner, along with Heller, Ancheta, Walton, Hanson, Shanholtzer, Pawlowski, and Lucken filed third party complaints against Belkorp, and Thrive.

**2.13** On or about February 8, 2023, the parties stipulated to the filing of Pierce and Gardiner's Fourth Amended Answer and Amended Counterclaims in the Action.

**2.14** On or about February 8, 2023, Pierce and Gardiner filed their Fourth Amended Answer and Amended Counterclaims in the Action, alleging class action counterclaims against CDR. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due. Pierce and Gardiner, along with Heller, Ancheta, Walton, Hanson, Shanholtzer, Pawlowski, and Lucken filed third party complaints against Belkorp, and Thrive.

**2.15** On May 18, 2023, the Court granted Pierce and Gardiner's and third party plaintiffs' Motion to Amend the Answer and Counterclaims in the Action. The Amended Answer and Counterclaims added Cortez, Peltier and Mosely as Third Party Plaintiffs against CDR.

**2.16** On or about May 22, 2023, Pierce and Gardiner filed their operative Fifth Amended Answer and Amended Counterclaims in the Action, alleging class action counterclaims against CDR. Pierce and Gardiner alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Pierce and Gardiner contended were not legally due. The Fifth Amended Answer and Counterclaims include the third-party claims of Cortez, Peltier and Mosely against CDR alleging class action counterclaims against CDR. Cortez, Peltier and Mosely alleged that CDR violated the Washington Collection Agency Act, Washington Consumer Protection Act and Fair Debt Collection Practices Act by requesting amounts that Cortez, Peltier and Mosely contended were not legally due by allegedly adding prejudgment interest to former tenant accounts calculated from the date the tenant moved out to unliquidated amounts Thrive charged at moveout.

**2.17** On or about June 20, 2023, the Court granted Belkorp's and Thrive's Motions to Strike Class Allegations and Deny Class Certification. The Court denied CDR's Motion to Strike Class Allegations and Deny Class Certification.

**2.18** CDR denies the material allegations in the Action and denies all liability with respect to all facts and claims alleged in the Action, and allege various affirmative defenses. CDR also denies that the Class can be certified under CR 23.

**2.19** The Parties and their counsel have engaged in arm's-length negotiations concerning settlement of the claims asserted in the Action. Class Counsel required that the Parties negotiate the amount of the Class Fund before any discussion of attorneys' fees or costs.

**2.20** The Parties have closely reviewed electronic data and other documentation and information provided by CDR in the discovery phase of the Action and agree that the data, documentation, and information provided constitute the best, most reliable evidence of class membership based on the definition of the CDR Class. Based on the Parties' review of that information, the parties agree that, subject to review by the Claims Administrator, for purposes of this Agreement all of the 582 persons listed in the spreadsheet attached as Exhibit A to this Agreement are Class Members and that those 582 Class Members are the only known Class Members as determined by the Parties' review of the data, documentation, and information provided by CDR in the course of the Action.

**2.21** (1) CDR and (2) Cortez, Peltier and Mosely, individually and as representatives of the CDR Class, as defined below, and (3) Pierce and Gardiner, individually now desire to settle the Action against CDR and CDR's action against Pierce and Gardiner on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action against CDR or in similar litigation based on the facts alleged in the Action relating to CDR's alleged acts and practices.

**2.22** Class Counsel and Class Representatives have analyzed and evaluated the merits of all parties' contentions and the impact of this Agreement on the members of the CDR Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the proposed classes, Class Representatives and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the CDR Class.

### **3 GENERAL TERMS OF SETTLEMENT**

**3.01 Settlement Administration.** Settlement administration shall occur under the Court's supervision. All costs of settlement administration (including but not limited to the costs of class notice, maintaining a settlement website, and making the payments and distributions required under this Agreement) shall be paid directly by CDR, separate and apart from the Class Fund. CPT Group ("CPT") shall administer the settlement. CDR and Class Counsel will

cooperate in the notice and administration process by providing to CPT last known addresses for all Class Members within ten (10) days after Preliminary Approval. CDR agrees that it will take all steps necessary, including all steps required to access any data which CDR did not maintain in its possession following the filing of the Action, to identify current contact information for all Class Members. As CPT incurs expenses, it shall invoice CDR, and CDR shall be solely responsible for payment to CPT in addition to the Class Fund. Class Representatives, Counterclaim Plaintiffs and Class Members shall have no responsibility or liability relating to payment of administrative costs of the settlement.

**3.02 Payments to CDR Class Members.** As set forth more fully below, CPT will pay each Class Member the Settlement Payment applicable to each Class Member on or before the Distribution Date.

**3.03 Application for Payment of Attorneys' Fees, Costs and Expenses, and Class Representatives Service Award.** No later than thirty (30) days after entry of the Preliminary Approval Order, Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses, and for Class Representatives Service Award.

**3.03.1** CDR reserves the right to oppose Class Counsel's application for an award of attorneys' fees, costs, and expenses.

**3.03.2** The amount sought as Class Representatives Service Award for the Class Representatives will not exceed \$1,000.00. CDR agrees not to oppose Class Counsel's application for a Class Representatives Service Award consistent with this Section.

**3.04** Any amount awarded shall be payable in the manner and at the time set forth in Section 5.

#### **4 SETTLEMENT APPROVAL AND CLASS NOTICE**

**4.01 Preliminary Approval.** Within thirty (30) days of the complete execution of this Agreement, Class Representatives will move for the Preliminary Approval Order, an order in the form of Exhibit B, which, *inter alia*, grants the Court's Preliminary Approval of this Agreement; approves notices substantially in the forms of Exhibits C and D to the CDR Class of the class action status and proposed settlement of the Action; and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. CDR will not oppose the motion.

**4.02 Limited Effect of Settlement Class.** The certification of the Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the Action shall revert to the status that existed before execution of this Agreement. Thereafter, Class Representatives shall be free to pursue any claims available to them, and CDR shall be free to assert any defenses available to them, including (but not limited to) denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses in the absence of settlement.



**4.03 Class Notice.** The Parties will request that the Preliminary Approval Order direct that, within thirty (30) days of entry of the Preliminary Approval Order, CPT shall deliver notice of the class certification and proposed settlement to all Class Members by postcard as set forth below.

**4.03.1 Postcard Notice.** CPT will provide notice to all Class Members via U.S. mail. Before mailing under this Section, CPT shall run the last known postal addresses of all Class Members as they appear in CDR's records provided to CPT through the USPS National Change of Address (NCOA), database to update any change of address on file with the USPS. Mailed notice will be provided by a postcard sent via United States mail containing text substantially in the form of Exhibit C. CPT shall be obliged to re-mail any postcard notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated address information through a skip tracing process before re-mailing. CDR shall not be obliged to direct CPT to take any further steps with respect to re-mailing returned postcard notices. The postcard notice will direct recipients to the Settlement Website.

**4.03.2 Web Posting and Toll-Free Telephone Number.** Within thirty (30) days of entry of the Preliminary Approval Order, CPT shall establish the Settlement Website which will contain general information regarding the lawsuit and the settlement, and including a downloadable copy of a notice in the form of Exhibit D, in .pdf format. The Internet address of the Settlement Website shall be included prominently on the postcard notice described in Section 4.03.1. The Settlement Website shall be active and accessible beginning on the date on which the transmittal of notice commences through the date that is one hundred and eighty (180) days after the Distribution Date. At the same time, CPT shall establish and staff a toll-free phone number for purposes of fielding inquiries from Class Members. The toll-free phone number shall be available through the date that is one hundred and eighty (180) days after the Distribution Date. Class Counsel shall undertake reasonable efforts to assist CPT with any inquiries from Class Members regarding this Agreement.

**4.04 Submission of Exclusion Requests or Objections.** Class Representatives will request that the Preliminary Approval Order direct that Class Members be allowed ninety (90) days from the date of entry of the Preliminary Approval Order to request exclusion from the Class or to submit objections to the proposed settlement. The notice shall direct that exclusion requests, if any, be sent to CPT, which will provide periodic updates on exclusion requests to both CDR and Class Counsel. Any re-sending of notice shall not extend the time for a CDR Class Member to request exclusion or submit objections. CPT shall include in the Settlement Website, the menu-drive ability to request exclusion.

**4.05 Termination Based on Exclusion Requests.** The notice shall direct that exclusion requests, if any, be sent to CPT, which will provide periodic updates on exclusion requests to both CDR and Class Counsel. CDR, in its sole and absolute discretion, may elect to terminate this Agreement if exclusion requests as provided for in the Preliminary Approval Order exceed twenty (20) percent of notices mailed. CDR may terminate under this Section by providing written notice of termination to Class Counsel no later than seven (7) days before the

hearing date set by the Court in the Preliminary Approval Order to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

**4.06 Entry of Final Judgment.** Class Representatives will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, substantially in the form of Exhibit E, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that the Settlement Payments be paid to Class Members (as set forth below in Section 5), ordering that attorneys' fees, costs, expenses, and Class Representatives Service Awards be paid in the amount approved by the Court, approving the form of notice provided to the Class, dismissing the Action with prejudice, and barring Class Members from bringing claims within the scope of the Released Class Claims. The attorneys' fees awarded the Court may be addressed by the Court in the Final Approval Order and Judgment or in a separate order and judgment. CPT will provide a declaration documenting its execution of the notice plan approved by the Court to Class Counsel for submission with the motion for final approval. CDR reserves the right to appeal the amount of attorney fees imposed by the Court.

**4.07 Reporting.** Within sixty (90) days of completing the distribution of payments in Section 5 below, CPT will provide the Court a report verifying its compliance with this Agreement to the date of the report.

## **5 FUNDING AND DISTRIBUTION OF PAYMENTS**

**5.01** CDR shall be responsible for fully funding the Class Fund.

**5.02** No later than ten (10) business days after the Effective Date, CDR shall transfer to CPT the Class Fund, the Class Representatives Service Award and the attorneys' fees, costs and expenses approved by the Court. Those amounts shall be distributed pursuant to this Section 5.

**5.03** No later than twenty (20) days after Class Representatives Service Award, and the attorneys' fees, costs and expenses approved by the Court is deposited with CPT pursuant to Section 5.02 above, or such other earlier time CPT and Class Counsel agree upon, CPT shall transfer by wire transfer to Terrell Marshall Law Group PLLC all amounts awarded by the Court in attorneys' fees, costs, and expenses, and the Class Representatives Service Award. CDR and CPT shall have no responsibility or liability for any failure of Terrell Marshall Law Group PLLC to deliver any share of fees or costs to any counsel not included in the definition of Class Counsel, but claiming some right to fees as a result of resolution of the Action, or any payment to Class Representatives. CDR's obligations with respect to any fees, costs, or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees as a result of resolution of the Action) or Class Representatives shall be fully and forever discharged upon payment to CPT pursuant to Section 5.01.

**5.04** No later than the Distribution Date, from the Class Fund, CPT shall mail a check to each Class Member in the amount of the Settlement Payment payable to each Class Member, to each Class Member's last known address.

**5.04.1** In the event that multiple tenant names are associated with a single CDR account, the payment shall be divided evenly among all adult tenants on the account for whom the parties have contact information.

**5.04.2** Checks issued pursuant to this Section shall remain valid for one hundred eighty (180) days after issuance, and shall recite that limitation on the face of the check.

**5.05** CPT shall calculate and deliver the amount of each Class Member's Settlement Payment from the Class Fund remaining after delivery of the Amounts set forth in Section 5.04 as follows:

**5.05.1** CPT shall allocate from the Class Fund an amount sufficient to distribute to each Class Member, a Settlement Payment determined by the following formula: pro rata based on the amount each Settlement Class Member paid that CDR allocated to prejudgment interest. No Class Member is entitled to more than one payment as a Settlement Payment, regardless of the number of times any Class Member's name is listed in the spreadsheet attached as Exhibit A to this Agreement. CPT shall prepare and deliver a check in that amount to all Class Members, who are entitled to a Settlement Payment.

**5.06 Responsibility for Distributions.** The Parties have agreed on the computations to determine the Settlement Payment for each Class Member, subject to confirmation by CPT and approval of Class Counsel. No later than thirty (30) days before the Distribution Date, CDR and Class Counsel shall provide CPT with the names and last known addresses of Class Members, and a calculation of the Settlement Payment payable to each Class Member, in an Excel spreadsheet or Access database. CPT shall within a reasonable time confirm the calculations of Settlement Payments owed to each Class Member, and take necessary steps to confirm or update Class Member addresses as described in Section 4.03, and will provide, no later than ten (10) days before the Distribution Date, a spreadsheet of final Settlement Payment amounts and addresses to CDR and Class Counsel. Should Class Counsel timely object to the Settlement Payment amount or computations, CDR and Class Counsel promptly shall seek to resolve any dispute as to these computations. If they cannot reach agreement within five (5) days of CDR's receipt of a timely objection from Class Counsel, the Parties shall submit their disagreement to the Court for disposition. CPT will be responsible for making all distributions required under this Agreement. CPT will have authority to make all decisions reasonably necessary for the orderly implementation and administration of the Settlement Agreement and the distribution of all payments prescribed in this Agreement. CPT shall have no liability for any settlement administration decision made in good faith and not inconsistent with the express terms of this Agreement.

**5.07 Manner of Distribution and Distribution of Cy Pres Fund.** CPT shall make the payments required under this Section on or before the Distribution Date by check.

**5.07.1** With respect to any check that is returned to sender, CPT shall undertake reasonable efforts to update the Class Member's mailing address and shall, if possible and reasonable, process and mail a new check to any such Class Member. CPT shall

honor check re-issue requests received from Class Members subject to direction by Class Counsel. CPT shall deduct all costs associated with re-issuance of checks from residual amounts remaining in the Class Fund before the *cy pres* distribution described in the next paragraph. CDR is not responsible for covering the added costs of a second or subsequent mailing of a check to any Class Member under this paragraph.

**5.07.2** All funds remaining in the Class Fund following payments of all amounts described in this Agreement (including, but not limited to, amounts remaining from uncashed checks, returned checks, etc.) after one hundred eighty (180) days of the Distribution Date will constitute the *Cy Pres Fund*. CPT shall distribute the *Cy Pres Fund* less the costs of check re-issuance as a *cy pres* award to the Legal Foundation of Washington. No amount of the Class Fund shall be returned to CDR.

**5.08 Notification to Eligible Claimants.** At the time of payment by check, Class Members will be notified that the check represents their payment under this Agreement and receive a brief explanation of the manner in which payments were calculated. The determination of the payment amount is final and not subject to challenge from the Class Members.

## 6 RELEASES

**6.01 Sole and Exclusive Remedy.** This Agreement shall be the sole and exclusive remedy for any and all Released Class Claims against the Released Parties. Each Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Class Claims.

**6.02 Class Release to CDR and the Released Parties.** Upon the Effective Date, Class Representatives, for themselves and as the representatives of the CDR Class, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Class Claims against the Released Parties.

**6.03 Mutual Individual Releases by CDR and Counterclaim Plaintiffs.** Upon the Effective Date, CDR and Jordan Pierce and Donte Gardiner shall mutually release each other from all claims relating to or arising out of Pierce and Gardiner's CDR account ending in 3104 and CDR's claims and Pierce and Gardiner's individual counterclaims in this action shall be dismissed with prejudice in the final approval order.

## 7 CONFIRMATORY INFORMATION

**7.01 Affirmation of Accuracy.** CDR represents and warrants that their responses to Class Representatives' discovery requests are substantially accurate.

**7.02 Confirmatory Discovery.** CDR has provided Class Counsel with documentation, declarations, and other evidence sufficient to enable Class Counsel to verify

CDR's representations to Class Counsel before and during settlement negotiations, and regarding Class Members, and class size.

**7.03 Confidentiality.** Any information or documents provided pursuant to this Section shall be treated as confidential and may not be disseminated to, shared with, or shown to any person other than Class Counsel, CDR (and their respective experts, and attorneys, if any), the Claims Administrator, and the Court. The Parties agree that, if required by the Court, the spreadsheet attached as Exhibit A to this Agreement will be filed with information other than names redacted. However, the Parties acknowledge and agree that this Agreement shall be filed with the Court in support of the Motion for Preliminary Approval.

## **8 MISCELLANEOUS PROVISIONS**

**8.01 Settlement Purpose of Agreement.** This Agreement is governed by the terms of Washington Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party, or admission by any party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of CDR, the Class Representatives, Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. Upon nullification of this Agreement, Class Representatives individually and on behalf of all Class Members, and all Class Members individually, shall be free to pursue any claims available to them, and CDR shall be free to assert any defenses available to them, including (but not limited to) denying the suitability of this case for class treatment or seeking to require individual arbitration of the claims asserted in the Action. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit E, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events.

**8.01.1** The Parties will ask the Court to extend the current stay of proceedings relating to the Parties' claims against each other, except those contemplated or required by this Agreement, such as proceedings related to preliminary and final approval of the Settlement. In the event the Court does not approve the Settlement, the interim stay shall

automatically be lifted, and this Agreement shall be null and void and of no force and effect whatsoever.

**8.02 Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give CDR full and final peace from further prosecution of the Released Class Claims, and to give the Class Members the benefits they enjoy under this Agreement.

**8.03 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

**8.04 Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement, subject only to the agreement regarding the number of exclusion requests that permits CDR to terminate this Agreement at its sole discretion pursuant to Section 4.05. Any modification of the Agreement that may adversely affect Class Members' substantive rights must be in writing and signed by Class Representatives and CDR; any other modification of the Agreement must be in writing and signed by Class Counsel and CDR.

**8.05 Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any party.

**8.06 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

**8.07 Waiver.** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

**8.08 Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties acknowledge and affirm that all natural persons signing below are duly authorized to enter into and bind this Agreement on behalf of the entities described below. The Parties and their counsel may execute this Agreement in counterparts (any one or all of which may be facsimile copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

**8.09 Use and Retention of Information.** The list of Class Members' names, addresses and corresponding Settlement Payments referred to in Section 5.05 of this Agreement, any information provided in connection with confirmatory discovery pursuant to Section 7.02, and any other documentation containing the names and/or addresses of CDR's customers, may

be used by Class Counsel only for purposes of implementing this Agreement. Within two hundred and ten (210) days of the Distribution Date, Class Counsel shall (i) return to CDR's counsel all such information in its possession, custody, or control, or (ii) affirm in writing that it has taken reasonable steps to destroy all such information in its possession, custody, or control.

**8.10 Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Agreement.

**8.11 Authority.** All counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients.


**8.12 Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the CDR Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

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

AGREED TO AND ACCEPTED:

Dated: 09/25/2023


TERRELL MARSHALL LAW GROUP PLLC  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

By  \_\_\_\_\_

Beth E. Terrell  
Blythe H. Chandler  
936 N 34th Street, Suite 300  
Seattle, WA 98103 8869  
Telephone: (206) 816-6603  
Email: bterrell@terrellmarshall.com  
Email: bhandler@terrellmarshall.com

LEONARD LAW, PLLC  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: September 25, 2023

By   
Samuel Robert Leonard  
9030 35th Avenue SW, Suite 100  
Seattle, WA 98126  
Telephone: (206) 486-1176  
Email: sam@seattledebtdefense.com

LAW OFFICE OF PAUL ARONS  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: September 25, 2023

By *Paul Arons*  
Paul Arons  
685 Spring Street  
Friday Harbor, WA 98250  
Telephone: (360) 378-6496  
Email: lopa@rockisland.com

×

*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jordan Pierce  
*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Donte Gardiner  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gustavo Cortez  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Towana Peltier  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Darius Mosely



LEONARD LAW, PLLC  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Samuel Robert Leonard  
9030 35th Avenue SW, Suite 100  
Seattle, WA 98126  
Telephone: (206) 486-1176  
Email: sam@seattledebtdefense.com

LAW OFFICE OF PAUL ARONS  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Paul Arons  
685 Spring Street  
Friday Harbor, WA 98250  
Telephone: (360) 378-6496  
Email: lopa@rockisland.com

*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
[Jordan Pierce \(Sep 29, 2023 13:46 CDT\)](#)  
Jordan Pierce  
*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Donte Gardiner  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gustavo Cortez  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Towana Peltier  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Darius Mosely

LEONARD LAW, PLLC  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Samuel Robert Leonard  
9030 35th Avenue SW, Suite 100  
Seattle, WA 98126  
Telephone: (206) 486-1176  
Email: sam@seattledbtdefense.com

LAW OFFICE OF PAUL ARONS  
*Attorneys for Class Representatives, Class  
Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Paul Arons  
685 Spring Street  
Friday Harbor, WA 98250  
Telephone: (360) 378-6496  
Email: lopa@rockisland.com

*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jordan Pierce  
*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Donte Gardiner  
*Class Representative*

Dated: \_\_\_\_\_

*Donte Gardiner*  
Donte Gardiner (Oct 2, 2023 18:50 CDT)  
\_\_\_\_\_  
Gustavo Cortez  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Towana Peltier  
*Class Representative*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Darius Mosely

LEONARD LAW, PLLC  
*Attorneys for Class Representatives, Class Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_

Samuel Robert Leonard  
9030 35th Avenue SW, Suite 100  
Seattle, WA 98126  
Telephone: (206) 486-1176  
Email: sam@seattledebtdefense.com

LAW OFFICE OF PAUL ARONS  
*Attorneys for Class Representatives, Class Members and Counterclaim Plaintiffs*

Dated: \_\_\_\_\_

By \_\_\_\_\_

Paul Arons  
685 Spring Street  
Friday Harbor, WA 98250  
Telephone: (360) 378-6496  
Email: lopa@rockisland.com

*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_

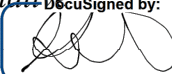
Jordan Pierce  
*Counterclaim Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_

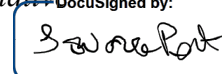
Donte Gardiner  
*Class Representative*

Dated: 9/25/2023

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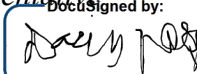
Gustavo Cortez  
*Class Representative*

Dated: 9/28/2023

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Towana Peltier  
*Class Representative*

Dated: 10/5/2023

DocuSigned by:  
  
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Darius Mosely

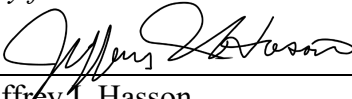
DAVIS WRIGHT TREMAINE LLP  
*Attorneys for Columbia Debt Recovery, LLC*

Dated: October 3, 2023

By:   
Bradley L. Fisher  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Telephone: (206) 622-3150  
Email: bradfisher@dwt.com

HASSON LAW, LLC  
*Attorney for Columbia Debt Recovery, LLC*

Dated: October 3, 2023

By:   
Jeffrey I. Hasson  
9385 SW Locust Street  
Tigard, OR 972236  
Telephone: (503) 255-5352  
E-mail: hasson@hassonlawllc.com

*Columbia Debt Recovery, LLC*

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William Wojdak  
Chief Executive Officer

DAVIS WRIGHT TREMAINE LLP  
*Attorneys for Columbia Debt Recovery, LLC*

Dated: \_\_\_\_\_

By \_\_\_\_\_

Bradley L. Fisher  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
Telephone: (206) 622-3150  
Email: bradfisher@dwt.com

HASSON LAW, LLC  
*Attorney for Columbia Debt Recovery, LLC*

Dated: October 3, 2023

By:  \_\_\_\_\_

Jeffrey I. Hasson  
9385 SW Locust Street  
Tigard, OR 972236  
Telephone: (503) 255-5352  
E-mail: hasson@hassonlawllc.com

*Columbia Debt Recovery, LLC -*

Dated: October 03, 2023

By:  \_\_\_\_\_

William Wojdak  
Chief Executive Officer

- Exhibit A -

<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
1026660	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029098	VILLAGE AT BEARDSLEE CROSSING phase II	19115 112TH AVE NE	BOTHELL	WA
1029099	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1020880	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029069	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1028704	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1027138	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1028770	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028845	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1028822	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029130	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
1029133	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029123	WATERSTONE AT SILVER LAKE	12115 19TH AVE SE	EVERETT	WA
1029153	STARBOARD	9311 NE 118TH LN	KIRKLAND	WA
1029147	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
1029035	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029171	STARBOARD	9311 NE 118TH LN	KIRKLAND	WA
1022238	BENTLEY HOUSE	2700 NW PINE CONE DR	ISSAQUAH	WA
1026947	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
1028623	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
1029083	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1028857	WESTWATER	221 1ST ST	KIRKLAND	WA
1028967	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1023582	YAUGER PARK APARTMENTS	414 MARLAND ST SW	OLYMPIA	WA
1029246	VISTA RIDGE	201 MT PARK BLVD SW	ISSAQUAH	WA

<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
1028758	YAUGER PARK APARTMENTS	414 MARLAND ST SW	OLYMPIA	WA
1024075	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1026944	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029032	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1029279	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029278	SALIX JUANITA VILLAGE	1300 156TH ST SE	MILL CREEK	WA
1027388	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028952	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029308	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1028467	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
1027163	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029323	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1028847	WATERSTONE AT SILVER LAKE	12115 19TH AVE SE	EVERETT	WA
1028957	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1029361	VILLAGE AT BEARDSLEE CROSSING phase II	19115 112TH AVE NE	BOTHELL	WA
1028840	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029383	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029380	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029391	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1029393	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029407	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029396	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
1029398	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029964	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029417	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA



<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
1027099	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
1029423	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
1029276	SALIX JUANITA VILLAGE	1300 156TH ST SE	MILL CREEK	WA
1022398	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029429	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029446	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029433	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
1029448	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028819	WATERSTONE AT SILVER LAKE	12115 19TH AVE SE	EVERETT	WA
1029489	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1029495	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
1029496	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1028710	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029502	THE HUDSON	2450 AURORA AVE N	SEATTLE	WA
1029507	THE LUDLOW	709 E PIKE ST	SEATTLE	WA
1029503	THE HUDSON	2450 AURORA AVE N	SEATTLE	WA
1028826	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1029530	THE HUDSON	2450 AURORA AVE N	SEATTLE	WA
1027634	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
1027893	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028841	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
1028440	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029582	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1028382	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1026276	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA

<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
1026380	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029592	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1027064	VILLAGE AT BEARDSLEE CROSSING phase II	19115 112TH AVE NE	BOTHELL	WA
1027789	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1029640	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1029636	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1018519	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1029651	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
1028126	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1029691	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1029692	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1029693	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1027846	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1029706	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1029698	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029737	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1027475	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1029717	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
1025335	BORGATA	605 S 50TH PL	RENTON	WA
1028870	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1029752	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1029753	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1029755	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
1029751	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1029719	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA

<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
1029761	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029781	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1029792	THE LUDLOW	709 E PIKE ST	SEATTLE	WA
1029780	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1018521	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1026890	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1028771	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1023390	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1028523	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1029837	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1029835	WESTWATER	221 1ST ST	KIRKLAND	WA
1029830	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
1027295	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1029901	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
1029896	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
1029903	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
1029918	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
1029920	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
1029919	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
1029916	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
1029907	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1027329	BORGATA	605 S 50TH PL	RENTON	WA
1024446	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1029942	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1029957	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA

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1026105	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1019782	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
1028497	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028230	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
1029071	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1020742	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
3991695	WESTWATER	221 1ST ST	KIRKLAND	WA
3991721	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
3991720	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
3992017	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3992016	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3992081	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3992011	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3992008	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3992132	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1025227	SALIX JUANITA VILLAGE	1300 156TH ST SE	MILL CREEK	WA
3992227	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1021449	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
3992318	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
3992315	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
3992371	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
3992567	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
3992570	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
3992759	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
3992758	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA

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3992870	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
3992941	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3992940	WATERSTONE AT SILVER LAKE	12115 19TH AVE SE	EVERETT	WA
1016918	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1020113	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
3993478	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
3993475	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
3993476	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
3993728	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
3993906	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
3993952	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1023478	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
1027752	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
3994071	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029993	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
3994299	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1028448	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
3993829	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
3994520	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
3994522	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
3994521	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
3994786	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
3994787	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
3994975	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1025603	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA

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3995635	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
3995631	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
3995630	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
3995601	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3995657	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
3995517	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
3995961	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1018248	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
3995488	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
3995602	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3995599	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3995487	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1019087	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
3996711	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
3996620	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
3996949	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
3996946	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
1029962	THE LUDLOW	709 E PIKE ST	SEATTLE	WA
3996945	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
3996623	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
3997534	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
3994785	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
3997721	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
1023043	STRATA ON CALIFORNIA	6312 CALIFORNIA AVE SW	SEATTLE	WA
3997835	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA

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3997904	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3997905	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
1025163	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
3998766	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
3999095	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3999096	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
3999097	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
3999094	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1027309	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
1028362	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1023991	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
3999797	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4000404	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4000706	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4001072	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4001102	STRATA ON CALIFORNIA	6312 CALIFORNIA AVE SW	SEATTLE	WA
4001104	STRATA ON CALIFORNIA	6312 CALIFORNIA AVE SW	SEATTLE	WA
4001103	STRATA ON CALIFORNIA	6312 CALIFORNIA AVE SW	SEATTLE	WA
4001106	STRATA ON CALIFORNIA	6312 CALIFORNIA AVE SW	SEATTLE	WA
4001368	THE REDWOOD	111 21ST AVE E	SEATTLE	WA
4001536	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
4001684	HAYES ON STONE WAY	3627 STONE WAY N	SEATTLE	WA
4001683	HAYES ON STONE WAY	3627 STONE WAY N	SEATTLE	WA
1027730	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
4001915	YAUGER PARK APARTMENTS	414 MARLAND ST SW	OLYMPIA	WA

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4001920	BORGATA	605 S 50TH PL	RENTON	WA
4002187	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4002186	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4002299	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
4002563	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4002675	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4002881	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4002916	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4002966	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4002969	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4002970	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4003017	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4003016	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
1029926	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4003324	COVE APARTMENTS	601 E PIKE ST	SEATTLE	WA
4003325	COVE APARTMENTS	601 E PIKE ST	SEATTLE	WA
4003342	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
4003348	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4003323	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4003677	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1028353	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
4004173	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4004435	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4004472	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
4004473	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA



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4004639	MAD FLATS	1523 E MADISON ST	SEATTLE	WA
4004637	MAD FLATS	1523 E MADISON ST	SEATTLE	WA
4003961	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1014273	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4005323	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4005324	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4005382	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
4004394	CITIZEN	14610 ADMIRALTY WAY	LYNNWOOD	WA
4005885	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4006089	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4006090	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4006148	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
1026578	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4006670	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1027669	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4006749	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
4006791	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
1028044	BORGATA	605 S 50TH PL	RENTON	WA
1028471	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
4007419	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4007418	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4007448	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4007792	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
4007950	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1026445	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA

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4007979	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4007989	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4008288	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4008370	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
1028167	CAMBRIDGE APTS/COLLINS JUNCTION-LYNNWOOD	4721 200TH ST SW	LYNNWOOD	WA
4008768	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4008849	THE ROW TOWNHOMES	4249 129TH PLACE SE	BELLEVUE	WA
4008852	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4008851	THE ROW TOWNHOMES	4249 129TH PLACE SE	BELLEVUE	WA
4009124	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4008290	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4009439	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
4009799	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
4009805	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4009804	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4009410	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4009938	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
4010123	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4010122	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4010145	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4010146	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4010149	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4010200	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4010661	SHELTON EASTLAKE	2359 FRANKLIN AVE E	SEATTLE	WA
4010662	SHELTON EASTLAKE	2359 FRANKLIN AVE E	SEATTLE	WA

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4010694	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
4010928	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4010853	MINNIE FLATS	3028 1ST AVE	SEATTLE	WA
4010944	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
4010849	MINNIE FLATS	3028 1ST AVE	SEATTLE	WA
4010943	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
4011314	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4011702	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4011700	SIX OAKS	18333 BOTHELL WAY NE	BOTHELL	WA
1025194	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4012060	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4008259	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4012215	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4012211	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4012213	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4012214	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4012426	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4012425	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
4012424	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
4012506	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4012666	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4012665	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4012664	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4012632	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4012667	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA

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4012688	SUTTER SQUARE APARTMENTS	12221 AIRPORT RD	EVERETT	WA
4012718	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4012789	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
4012566	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4013120	THE HUDSON	2450 AURORA AVE N	SEATTLE	WA
4013353	MINNIE FLATS	3028 1ST AVE	SEATTLE	WA
4012349	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1023301	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
4007572	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4013610	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4013854	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4013855	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4014085	ALAIRE	600 SW 5TH CT	RENTON	WA
4014276	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4014277	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4014761	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
4011378	THE CARTER ON PARK	7508 159TH PL NE	REDMOND	WA
4015646	SUTTER SQUARE APARTMENTS	12221 AIRPORT RD	EVERETT	WA
4015645	SUTTER SQUARE APARTMENTS	12221 AIRPORT RD	EVERETT	WA
4007576	THE CENTRAL	2203 E UNION ST	SEATTLE	WA
4015757	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4007577	STENCIL	2407 E UNION ST	SEATTLE	WA
4015758	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4012075	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
4016124	ASCEND	26900 242ND AVE SE	MAPLE VALLEY	WA

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4016204	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4016315	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4016311	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4016313	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4016312	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4016367	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
4016495	BENTLEY HOUSE	2700 NW PINE CONE DR	ISSAQUAH	WA
4016694	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4016909	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
4016973	COPPER CREEK APARTMENTS	102 5TH AVE	MILTON	WA
4016692	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4017175	MINNIE FLATS	3028 1ST AVE	SEATTLE	WA
4017197	THE HUDSON	2450 AURORA AVE N	SEATTLE	WA
4017511	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4017865	ALAIRE	600 SW 5TH CT	RENTON	WA
4017866	ALAIRE	600 SW 5TH CT	RENTON	WA
4017477	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4017951	ARTESIA BY THE LAKE	11225 19TH AVE SE	EVERETT	WA
4018086	WESTVIEW VILLAGE	17735 105TH PL SE	RENTON	WA
4018262	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4018543	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4018542	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4018813	ALAIRE	600 SW 5TH CT	RENTON	WA
4019091	MINNIE FLATS	3028 1ST AVE	SEATTLE	WA
4017649	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA

<b>(a) CDR's Account Number</b>	<b>(b) Name of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) street address of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) city of the apartment building or complex where the TENANT incurred the alleged debt</b>	<b>(b) State of the apartment building or complex where the TENANT incurred the alleged debt</b>
4017650	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4019119	BORGATA	605 S 50TH PL	RENTON	WA
4019124	BORGATA	605 S 50TH PL	RENTON	WA
4019123	BORGATA	605 S 50TH PL	RENTON	WA
4019122	BORGATA	605 S 50TH PL	RENTON	WA
4019130	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4019171	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4019827	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4019829	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4019830	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
1027898	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4019976	ASCEND	26900 242ND AVE SE	MAPLE VALLEY	WA
4020041	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4020100	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4020045	THE LUDLOW	709 E PIKE ST	SEATTLE	WA
4020101	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4020103	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4020046	THE LUDLOW	709 E PIKE ST	SEATTLE	WA
4020297	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4020481	SIX OAKS	18333 BOTHELL WAY NE	BOTHELL	WA
4020574	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4020736	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4020735	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4020802	STARBOARD	9311 NE 118TH LN	KIRKLAND	WA
4021053	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA

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4021208	WESTVIEW VILLAGE	17735 105TH PL SE	RENTON	WA
4021214	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4021212	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4021259	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4021254	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4021257	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4021314	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
4021508	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4021507	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4021455	SUTTER SQUARE APARTMENTS	12221 AIRPORT RD	EVERETT	WA
4021505	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4021504	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4021592	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4021588	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4021593	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4021590	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4022216	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4022434	BORGATA	605 S 50TH PL	RENTON	WA
4022729	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4023297	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
1028872	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4023858	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
4024513	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4024521	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4024517	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA

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4024490	BOWER VILLAGE fka BRYSON SQUARE APARTMENTS	24006 108TH PLACE SE	KENT	WA
4025080	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4025257	YOUNGSTOWN FLATS	4040 26TH AVE SW	SEATTLE	WA
4025453	ALAIRE	600 SW 5TH CT	RENTON	WA
4025503	ALAIRE	600 SW 5TH CT	RENTON	WA
4025670	YOUNGSTOWN FLATS	4040 26TH AVE SW	SEATTLE	WA
4026423	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4026499	YARROWOOD HIGHLANDS	11330 NE 36TH PL	BELLEVUE	WA
4026607	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4026264	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4026305	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4026399	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4026398	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4026396	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
4026973	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4027166	BELAY APARTMENTS	1910 154TH AVE NE	BELLEVUE	WA
4027165	BELAY APARTMENTS	1910 154TH AVE NE	BELLEVUE	WA
4027294	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4027478	ASCEND	26900 242ND AVE SE	MAPLE VALLEY	WA
4023584	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4024515	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4027977	DOCKSIDE (FKA WATERFORD AT THE LAKES)	23605 62ND AVE S	KENT	WA
1028094	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4028019	UNION PARK	1310 MINOR AVE	SEATTLE	WA
4026400	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA



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4028084	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4026728	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
4027981	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4028237	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4028230	BOWER VILLAGE fka BRYSON SQUARE APARTMENTS	24006 108TH PLACE SE	KENT	WA
4028236	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4028338	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4028341	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4028945	WALTON LOFTS	75 VINE ST	SEATTLE	WA
4029150	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
4020334	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4029549	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4029639	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4029926	THE CENTRAL	2203 E UNION ST	SEATTLE	WA
4029924	RAINIER POINTE APARTMENTS	6643 20TH ST E	FIFE	WA
4030038	BOWER VILLAGE fka BRYSON SQUARE APARTMENTS	24006 108TH PLACE SE	KENT	WA
1028156	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4030364	ALAIRE	600 SW 5TH CT	RENTON	WA
4030363	ALAIRE	600 SW 5TH CT	RENTON	WA
4030058	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
4031327	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4028232	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4030206	NOBA	8022 15TH ST NW	SEATTLE	WA
4029961	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4020576	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA

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4030815	WESTVIEW VILLAGE	17735 105TH PL SE	RENTON	WA
1020333	LIGHTHOUSE APARTMENTS	7901 DELRIDGE WAY SW	SEATTLE	WA
4032826	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033128	BOWER VILLAGE fka BRYSON SQUARE APARTMENTS	24006 108TH PLACE SE	KENT	WA
4033137	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033129	STENCIL	2407 E UNION ST	SEATTLE	WA
4033138	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033132	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033133	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033585	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
4033591	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033595	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033592	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033586	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033596	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033589	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033588	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033590	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033587	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4033621	EAST UNION	2220 EAST UNION ST	SEATTLE	WA
4033616	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
4033611	VILLAGGIO AT YARROW BAY	4311 LAKE WASHINGTON BLVD NE	KIRKLAND	WA
4033622	SAMM APARTMENTS	22845 SE 1ST PLACE	SAMMAMISH	WA
4033682	ROOSTER APARTMENTS	900 NE 65TH ST	SEATTLE	WA
4025450	ALAIRE	600 SW 5TH CT	RENTON	WA

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4034049	COPPER CREEK APARTMENTS	102 5TH AVE	MILTON	WA
4034271	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4034055	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4034268	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4034829	CANOPY APARTMENTS FKA COLBY CREEK	811 112TH ST SW	EVERETT	WA
4032797	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4032792	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
1025741	BORGATA	605 S 50TH PL	RENTON	WA
4032625	BOWER VILLAGE fka BRYSON SQUARE APARTMENTS	24006 108TH PLACE SE	KENT	WA
4035646	THE CARTER ON PARK	7508 159TH PL NE	REDMOND	WA
4036089	EAST UNION	2220 EAST UNION ST	SEATTLE	WA
4036088	HAYES ON STONE WAY	3627 STONE WAY N	SEATTLE	WA
4036087	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA
4036393	BELAY APARTMENTS	1910 154TH AVE NE	BELLEVUE	WA
4036432	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4036186	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
4036075	HAYES ON STONE WAY	3627 STONE WAY N	SEATTLE	WA
4036494	THE CENTRAL	2203 E UNION ST	SEATTLE	WA
4036797	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4036954	YOUNGSTOWN FLATS	4040 26TH AVE SW	SEATTLE	WA
4037264	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
4037463	BORGATA	605 S 50TH PL	RENTON	WA
4037532	DOCKSIDE (FKA WATERFORD AT THE LAKES)	23605 62ND AVE S	KENT	WA
4037101	EASTLAKE FLATS	2820 EASTLAKE AVE E	SEATTLE	WA
4040415	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA

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4050002	WALTON LOFTS	75 VINE ST	SEATTLE	WA
4032791	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4050039	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4036916	UNION PARK	1310 MINOR AVE	SEATTLE	WA
4027984	HUBBARDS CROSSING	10033 NE 125TH CT	KIRKLAND	WA
4037273	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
4033135	KEELERS CORNER	4525 164TH ST SW	LYNNWOOD	WA
4050149	SALIX JUANITA VILLAGE	1300 156TH ST SE	MILL CREEK	WA
4050201	WALTON LOFTS	75 VINE ST	SEATTLE	WA
4033131	MERIDIAN GARDEN	13101 SE 240TH ST	KENT	WA
4050211	YAUGER PARK APARTMENTS	414 MARLAND ST SW	OLYMPIA	WA
4050259	YAUGER PARK APARTMENTS	414 MARLAND ST SW	OLYMPIA	WA
4033614	STATION HOUSE	16550 NE 79TH ST	REDMOND	WA
1029902	CHELSEA AT JUANITA VILLAGE	5272B TORTOISE LN	FORT IRWIN	WA
4029149	TIMBERS AT KENMORE	18908 68TH AVE NE	KENMORE	WA
1028974	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
4032793	ALCOVE FIRST HILL FKA ALDER FLATS	220 10TH AVE	SEATTLE	WA
4031171	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
4029798	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1029088	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4028233	1404 BOYLSTON	1404 BOYLSTON AVE	SEATTLE	WA
4027832	FORT LAWTON	17735 105TH PL SE	RENTON	WA
1028668	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1027547	VILLAGE AT BEARDSLEE CROSSING phase II	19115 112TH AVE NE	BOTHELL	WA
4024396	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA

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1028272	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
1028820	WATERSTONE AT SILVER LAKE	12115 19TH AVE SE	EVERETT	WA
1021447	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
1028669	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1028653	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1027167	VISTA RIDGE	201 MT PARK BLVD SW	ISSAQUAH	WA
1028478	TRELLIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1027892	THE EDEN (FKA CASCADE TERRACE)	570 GALER ST	SEATTLE	WA
1028150	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
4030334	MALLARD POINTE AT RIVERBEND	802 45TH STE NE	AUBURN	WA
1028149	GALLERIA APARTMENTS	2203 N 106TH ST	SEATTLE	WA
1024189	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
4024299	ASSEMBLY 118	4200 S OTHELLO ST	SEATTLE	WA
1015034	WOODCREEK APARTMENTS	14611 ADMIRALTY WAY	LYNNWOOD	WA
4014746	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
3998823	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1028185	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1024653	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
4027164	JACK APARTMENTS	1427 11TH AVE	SEATTLE	WA
1024694	BEACON VIEW APTS	1702 11TH AVE S	SEATTLE	WA
1022861	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1025733	NORTHLINE APARTMENTS	14355 LINDEN AVE N	SEATTLE	WA
1022907	HIDDEN RIVER TOWNHOMES	10013 NE 130TH LN	KIRKLAND	WA
1022594	STATION NINE	16720 6TH AVE W	LYNNWOOD	WA
1027186	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA

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1027215	VISTA RIDGE	201 MT PARK BLVD SW	ISSAQUAH	WA
1028738	WATERSTONE AT SILVER CREEK	1805 186TH PL SE	BOTHELL	WA
1019314	LUXE AT MERIDIAN	10306 MERIDIAN AVE N	SEATTLE	WA
1027462	PORCHLIGHT FKA WATERBURY PARK	32905 19TH PL S	FEDERAL WAY	WA
1028487	TRELIS APARTMENTS	2121 SW 352ND ST	FEDERAL WAY	WA
1018543	SCOUT fka. HUNTERS RUN	10111 NE 134TH LN	KIRKLAND	WA
1025298	ARBOR VILLAGE	23601 56TH AVE W	MOUNTLAKE TERRACE	WA

- Exhibit B -

THE HONORABLE ADRIENNE McCOY  
Department 54  
Noted for Hearing:  
With/Without Oral Argument

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Plaintiff/  
Counterclaim-Defendant,

vs.

JORDAN PIERCE, an individual, and DONTE  
GARDINER, an individual,

Defendants/  
Counterclaim-Plaintiffs,

and

GUSTAVO CORTEZ, TOWANA PELTIER and  
DARIUS MOSELY,

Third-Party Plaintiffs

vs.

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Third-Party Defendant

NO. 20-2-16403-8 SEA

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT OF  
CLAIMS AGAINST COLUMBIA DEBT  
RECOVERY, LLC**



<p>1                   and</p> <p>2 JORDAN PIERCE, DONTE GARDINER, THOMAS</p> <p>3 G. HELLER, MARY ASHLEY ANCHETA, RORY</p> <p>4 WALTON, BETHANY HANSON, MEGAN</p> <p>5 SHANHOLTZER, CRYSTAL PAWLOWSKI, AND</p> <p>6 TALIA LUCKEN,</p> <p>7                                   Third-Party Plaintiffs,</p> <p>8                   vs.</p> <p>9 THRIVE COMMUNITIES MANAGEMENT,</p> <p>10 LLC, a Washington limited liability</p> <p>11 company, THRIVE COMMUNITIES, INC., a</p> <p>12 Washington corporation, and BELKORP</p> <p>13 HOLDINGS, INC., a Washington</p> <p>14 Corporation d/b/a THE EDEN,</p> <p>15                                   Third-Party Defendants.</p>	
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14                   Third-Party Plaintiffs Gustavo Cortez, Towana Peltier and Darius Mosely moved for

15 preliminary approval of a class action settlement with Plaintiff and Third-party Defendant

16 Columbia Debt Recovery, LLC (CDR). The terms of the settlement are set forth in the Settlement

17 Agreement and Release attached as Exhibit 1 to the Declaration of Blythe H. Chandler in

18 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. The Court has

19 read and considered the Settlement Agreement, the exhibits attached thereto, and the briefing

20 submitted in support of preliminary approval of the settlement and is fully advised.

21                   NOW, THEREFORE, IT IS HEREBY ORDERED:

- 22                   1.       The Court preliminarily approves the Settlement Agreement and Release.
- 23                   2.       The settlement appears to be the product of serious, informed, non-collusive
- 24 negotiations between experienced counsel representing each party. The settlement has no
- 25 obvious deficiencies, does not improperly grant preferential treatment to any class members,
- 26
- 27

1 and falls within the range of possible judicial approval. See William B. Rubenstein, *Newberg on*  
2 *Class Actions* § 13:10 (5th ed. Dec. 2021 update).

3 3. For purposes of settlement only, the Court finds that the CDR Class satisfies the  
4 requirements of CR 23(a) and (b)(3) and grants conditional and preliminary certification of the  
5 following CDR Class subject to the limitations contained in paragraph 4:

6 All former tenants of properties in Washington state whose  
7 accounts Thrive placed with CDR for collection; and who paid any  
8 money on or after November 6, 2016 that CDR allocated to  
9 prejudgment interest calculated from the date the person moved  
10 out of a Thrive rental unit; and whose account includes amounts  
allegedly due for cleaning and repairs to the rental unit associated  
with the account.

11 4. The CDR Class does not include:

- 12 a. Former tenants that have a judgment against them for the accounts Thrive  
13 placed with CDR, and the judgment was obtained prior to July 10, 2023.  
14 b. Any entity that has a controlling interest in CDR, and CDR's current or  
15 former directors, officers, counsel, and their immediate families.  
16 c. Any persons who validly request exclusion from the CDR Class.

17 5. The numerosity requirement is satisfied because there are hundreds of members  
18 of the proposed Settlement Class. See CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815,  
19 821, 64 P.3d 49 (2003).

20 6. The commonality requirement is satisfied because there are overarching  
21 questions of law and fact common to the Settlement Class, including whether CDR's practices  
22 were unfair and deceptive under the CPA. See *Smith v. Behr Process Corp.*, 113 Wn. App. 306,  
23 320, 54 P.3d 665 (2002).

24 7. The typicality requirement is satisfied because Third-party Plaintiffs' claims arise  
25 from the same course of conduct that gives rise to the claims of other Class Members and are  
26 based on the same legal theories. See CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 267  
27 P.3d 383, 392 (2011).

1           8.       The adequacy requirement is satisfied because Third-party Plaintiffs have no  
2 interests antagonistic to the other Class Members and are represented by qualified counsel. *See*  
3 *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

4           9.       The predominance requirement is satisfied because there is a “common nucleus  
5 of operative facts” to each Class Member’s claim, and all Class Members were subject to the  
6 same conduct by CDR. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190  
7 Wn.2d 507, 516, 415 P.3d 224 (2018).

8           10.      The superiority requirement is satisfied because the resolution of numerous  
9 claims in one action is far superior to individual lawsuits and promotes consistency and  
10 efficiency of adjudication, particularly in a case like this one with modest damages. *See* CR  
11 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

12          11.      For purposes of settlement, the Court appoints Gustavo Cortez, Towana Peltier  
13 and Darius Mosely as class representatives.

14          12.      The Court appoints the Terrell Marshall Law Group PLLC, the Law Office of Paul  
15 Arons, and Leonard Law, PLLC as Class Counsel.

16          13.      The Court appoints CPT Group as the settlement administrator. As provided for  
17 in the Settlement Agreement, the settlement administrator shall disseminate notice to Class  
18 Members by mail, establish the Settlement Website and toll-free phone number, process and  
19 report on exclusion requests, establish and maintain an account for deposit of the Class Fund,  
20 mail Settlement Award checks to Class Members, and perform any additional duties that are  
21 called for by the Settlement Agreement or ordered by the Court. Settlement administration  
22 costs shall be paid by CDR separate from the Class Fund. The Court approves the notice  
23 program outlined in the Settlement Agreement, including the Postcard Notice and Settlement  
24 Website attached as exhibits to the Settlement Agreement. The notice provides all of the  
25 information Class Members need to evaluate and respond to the settlement, including the  
26 nature of the litigation, the general terms of the proposed settlement, their rights under the  
27 settlement, an explanation of how they can object to or exclude themselves from the

1 settlement, the identity of Class Counsel and that Class Counsel will request payment of  
2 attorneys' fees separate from the Class Fund, and the date and time of the Final Approval  
3 Hearing. The notice also directs Class Members to a website that will provide additional  
4 information about the settlement, as well as a toll-free number that Class Members can call  
5 with questions.

6 14. The Court also approves the parties' plan for disseminating notice, which will  
7 ensure that Class Members receive "the best notice practicable under the circumstances." CR  
8 23(c)(2). Issuance of notice substantially in the manner set forth in the Settlement Agreement  
9 satisfies the requirements of due process and applicable state and federal law and constitutes  
10 due and sufficient notice to all members of the Settlement Class.

11 15. Within 30 days of entry of this Order, the settlement administrator shall  
12 establish the Settlement Website and send notice to all Class Members in accordance with the  
13 notice plan described in Section 4.03 of the Settlement Agreement. The date the Settlement  
14 Administrator distributes notice is the "Notice Date."

15 16. Any Class Member may exclude himself or herself from the settlement by  
16 sending a written request to the settlement administrator through the Settlement Website or  
17 by mail postmarked no later than 90 days from the date of entry of this Order. The exclusion  
18 request must be in writing and include the name and address of the individual requesting  
19 exclusion. Following final approval of the settlement and the occurrence of the Effective Date,  
20 each Class Member who does not submit a timely, valid request for exclusion shall be bound by  
21 all terms of the Settlement Agreement, including the release, and any final judgment entered  
22 by the Court in this case.

23 17. Any Class Member may object to the settlement by filing with the Court a  
24 written statement objecting to the settlement, along with any supporting documentation the  
25 Class Member wishes the Court to consider, no later than 90 days from the date of entry of  
26 this Order. For his or her objection to be considered by the Court, the Class Member must not  
27 have excluded himself or herself from the settlement.

1 18. Class Counsel shall file their motion for an award of attorneys' fees, costs, and  
2 service award no later than 30 days after entry of this Order.

3 19. The settlement administrator shall provide the parties with a declaration of due  
4 diligence and proof of mailing, including information as to any inability to deliver notice  
5 because of invalid addresses, the number of requests for exclusion, and the number of  
6 objections, report on completion of the notice plan no later than 21 days before the Final  
7 Approval Hearing.

8 20. Third-Party Plaintiffs shall file a motion for final approval of the settlement and  
9 response to any objections no later than 9 judicial days before the Final Approval Hearing.

10 21. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_ in the  
11 courtroom of the Honorable Adrienne McCoy (Department 54), King County Superior Court,  
12 516 3rd Avenue, Seattle, Washington, 98104. At the hearing, the Court will consider whether  
13 the requirements for class certification and treatment under CR 23(a) and (b)(3) are satisfied  
14 and whether the settlement is fair, reasonable, and adequate, and should be approved by the  
15 Court. The Court will also consider Class Counsel's motion for attorneys' fees and costs and for  
16 service award to the class representatives, and rule on any other matters that the Court deems  
17 appropriate.

18 22. Any interested person who has not excluded themselves from the Settlement  
19 Class may appear at the final approval hearing to address whether the proposed settlement  
20 should or should not be approved as fair, reasonable, and adequate. The Court will consider all  
21 properly submitted objections. Any Class Member who does not appear individually or through  
22 counsel and who does not challenge or comment upon the fairness and adequacy of the  
23 Settlement Agreement or Class Counsel's request for Class Counsel Fees shall waive and forfeit  
24 any and all rights to appear separately or object.

25 23. The Court retains jurisdiction over the Action and all matters arising out of or  
26 connected with the proposed settlement. All deadlines in the current Case Scheduling Order  
27 pertaining to claims made by or against CDR are hereby stricken, and all proceedings in the

1 Action pertaining to claims made by or against CDR are hereby stayed other than proceedings  
2 relating to the consideration of whether the settlement should be approved. The Court reserves  
3 the right to adjourn or continue the date of the Final Approval Hearing without further notice  
4 to Class Members and retains jurisdiction to consider all further applications arising out of or  
5 connected with the settlement. After the Final Approval Hearing, the Court may approve the  
6 settlement without further notice to Class Members. This order does not stay or strike any  
7 deadlines pertaining to claims made against Thrive Communities Management, LLC, Thrive  
8 Communities, Inc., or Belkorp Holdings, Inc.

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

13 IT IS SO ORDERED.

14 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

15

16

\_\_\_\_\_  
THE HONORABLE ADRIENNE McCOY

17 Presented by:

18

19 TERRELL MARSHALL LAW GROUP PLLC

20

21 By: /s/ Blythe H. Chandler, WSBA #43387

22

Beth E. Terrell, WSBA #26759

23

Email: bterrell@terrellmarshall.com

24

Blythe H. Chandler, WSBA #43387

25

Email: bchandler@terrellmarshall.com

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936 North 34th Street, Suite 300

27

Seattle, Washington 98103-8869

Telephone: (206) 816-6603

Facsimile: (206) 319-5450

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LAW OFFICE OF PAUL ARONS  
175 Gretchen Way  
Friday Harbor, Washington 98250  
Telephone: (360) 378-6496  
Facsimile: (360) 359-7170

*Attorneys for Defendants/Third-Party Plaintiffs*

- Exhibit C -



**COURT AUTHORIZED LEGAL NOTICE**  
**THIS IS NOT A COLLECTION NOTICE**

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 in a case titled *Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner, and Gustavo Cortez, Towana Peltier and Darius Mosely v. Columbia Debt Recovery, LLC*, Case No 20-2-16403-8 SEA

- The tenants allege that CDR violated state and federal debt collection laws, by miscalculating interest on alleged debts from property manager Thrive.
- CDR denies it did anything wrong. The Court has not decided who is right.
- To resolve this lawsuit CDR has agreed to pay \$87,000 into a Settlement Fund, which will be used to pay awards to Class Members.
- CDR will separately pay service awards to the Class Representatives, attorneys' fees and costs, and settlement administration costs. The Class Representatives will request service awards of \$1,000 each and their counsel will request attorneys' fees and costs of up to \$ADD. CDR can challenge these amounts and they will be decided by the Court.

**Class Administrator**

[Street address]

[City, St, Zip]

*Return Service Requested*

«First1» «Last1»  
«CO»  
«Addr2»  
«Addr1»  
«City», «St» «Zip»  
«Country»

### **WHO IS A CLASS MEMBER?**

You may be in 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 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 charges for cleaning and repairs to the Thrive rental unit. You can learn more at [www.XXXXXXX.com](http://www.XXXXXXX.com).

**SETTLEMENT AWARD AMOUNTS:** Your settlement award will be approximately XX% of the amount you paid in interest. If you lived with other adults, your settlement award amount will be split evenly among all tenants on the account. For example, if you had one roommate, you and your roommate will each get half of the amount listed above.

### **YOUR RIGHTS AND OPTIONS**

**Do Nothing. Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.**

By doing nothing, you keep the possibility of getting the settlement award money, but you give up any rights to sue CDR separately about the same or similar legal claims. You do not have to file a claim to get a payment.

The Court decided that the law firms Terrell Marshall Law Group, PLLC, The Law Office of Paul Arons, and Leonard Law are qualified to represent you and all Class Members. If you do nothing and stay in the lawsuit, those lawyers will represent the interests of you and the Class. If you have questions about whether you need your own lawyer, visit the settlement website at [www.XXXXXXX.com](http://www.XXXXXXX.com).

**Ask to be Excluded by [DATE]. Opt out of this lawsuit. Get no benefits from it. Keep rights.**

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 CDR/Genesis about the legal claims in this case. You can submit an exclusion online by sending a letter with your name, address, telephone number and the case name "*Columbia Debt Recovery, LLC, v. Jordan Pierce and Donte Gardiner.*" Exclusion requests must be postmarked or submitted online by [DATE]. For more information about opting out of the lawsuit, visit [www.XXXXXXX.com](http://www.XXXXXXX.com).

**Object to the Settlement by [DATE]. Stay in this lawsuit. File a written objection to the settlement with the Court.**

If you disagree with any part of the Settlement Agreement, 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 CDR/Genesis 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. For instructions on how to file an objection, visit [www.XXXXXXX.com](http://www.XXXXXXX.com).

**Attend the Final Approval Hearing. The hearing is scheduled for [DATE] and [TIME]. Any changes will be posted on the settlement website.**

If you do not exclude yourself, you may request to speak at the Final Fairness Hearing. YOU ARE NOT REQUIRED TO ATTEND THE HEARING TO RECEIVE BENEFITS FROM THE SETTLEMENT. For instructions on how to request to speak at the hearing, visit [www.XXXXXXX.com](http://www.XXXXXXX.com).

This Notice is only a summary. Details about the settlement can be found on the website: [www.XXXXXXX.com](http://www.XXXXXXX.com)  
Please do not contact the Court.

- Exhibit D -

**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 \$\_\_\_\_\_ 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-xxx-xxx-xxxx toll free.

Your Legal Rights and Options in This Lawsuit	
<b>Do Nothing</b>	<p><b>Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.</b></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-xxx-xxx-xxxx toll free.</p>
<b>Exclude yourself by DATE.</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights to sue.</b></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>
<b>Object by DATE.</b>	<p><b>Stay in this lawsuit. File a written objection to the settlement with the Court.</b></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>
<b>Attend a hearing on DATE.</b>	<p><b>Attend the final approval hearing and ask the Court to speak.</b></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-xxx-xxx-xxxx.

## 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 \$\_\_\_\_\_, and settlement administration costs estimated at \$\*\*\*\*, 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-xxx-xxx-xxxx 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-xxx-xxx-xxxx 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-xxx-xxx-xxxx.

### 9. When will I get my payment?

The Court will hold a hearing on [redacted], 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 Belkorp 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 Belkorp

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 [click here](#), 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: [REDACTED].

Opt-out requests may be mailed to:

ADMINISTRATOR NAME  
STREET ADDRESS  
CITY, STATE ZIP

You cannot exclude yourself on the phone, by fax, or by email. 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 [REDACTED], 2023.

### 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](http://www.terrellmarshall.com), [www.aronskonsumerlaw.com](http://www.aronskonsumerlaw.com), and [www.seattledebtdefense.com](http://www.seattledebtdefense.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 \$\_\_\_\_\_ 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 on \_\_\_\_\_, 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 \_\_\_\_\_. 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 [REDACTED] on [REDACTED] 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, [REDACTED], 2023. 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-xxx-xxx-xxxx toll free or write to the Class Administrator at, P.O. Box xxxx, [City], [ST] xxxxx-xxxx.

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

ADMINISTRATOR NAME  
ADDRESS  
CITY, STATE ZIP

ADMINISTRATOR PHONE  
ADMINISTRATOR EMAIL

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

- Exhibit E -

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THE HONORABLE ADRIENNE McCOY  
Department 54  
Noted for Hearing:  
With/Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Plaintiff/  
Counterclaim-Defendant,

vs.

JORDAN PIERCE, an individual, and DONTE  
GARDINER, an individual,

Defendants/  
Counterclaim-Plaintiffs,

and

GUSTAVO CORTEZ, TOWANA PELTIER and  
DARIUS MOSELY,

Third-Party Plaintiffs

vs.

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Third-Party Defendant

NO. 20-2-16403-8 SEA

**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT ON CLAIMS MADE BY  
OR AGAINST COLUMBIA DEBT  
RECOVERY, LLC**

<p>1 and</p> <p>2 JORDAN PIERCE, DONTE GARDINER, THOMAS</p> <p>3 G. HELLER, MARY ASHLEY ANCHETA, RORY</p> <p>4 WALTON, BETHANY HANSON, MEGAN</p> <p>5 SHANHOLTZER, CRYSTAL PAWLOWSKI, AND</p> <p>6 TALIA LUCKEN,</p> <p>7</p> <p>8 Third-Party Plaintiffs,</p> <p>9 vs.</p> <p>10 THRIVE COMMUNITIES MANAGEMENT,</p> <p>11 LLC, a Washington limited liability</p> <p>12 company, THRIVE COMMUNITIES, INC., a</p> <p>13 Washington corporation, and BELKORP</p> <p>14 HOLDINGS, INC., a Washington</p> <p>15 Corporation d/b/a THE EDEN,</p> <p>16</p> <p>17 Third-Party Defendants.</p>	
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18 The Court, having considered Third-Party Plaintiffs Gustavo Cortez, Towana Peltier and

19 Darius Mosely’s Motion for Final Approval of Class Action Settlement between Third-Party

20 Plaintiffs Gustavo Cortez, Towana Peltier and Darius Mosely (“Third-Party Plaintiffs”),

21 Defendants Jordan Pierce and Donte Gardiner (“Defendants”) and Plaintiff and Third-Party

22 Defendant Columbia Debt Recovery, LLC (CDR) in the above-captioned matter (the “Action”),

23 the Class Action Settlement Agreement and Release entered into between Third-Party Plaintiffs,

24 Defendants and CDR (“Settlement”), and [the lack of objections received]/[any objections

25 recieved] regarding the proposed Settlement, the record in this Action, the submissions and

26 arguments presented by counsel, and, having held a Final Approval Hearing on

27 , finds that:

1. Unless defined herein, all capitalized terms in this Final Approval Order shall have the same meanings as set forth in the Settlement.



1           2.       The Court has jurisdiction over the subject matter of the Action and over the  
2 settling parties, including the Class Members.

3           3.       On                     , the Court preliminarily approved the Settlement and certified,  
4 for settlement purposes, the CDR Class as defined in the Settlement.

5           4.       Pursuant to the Court's Preliminary Approval Order, Postcard Notice was  
6 distributed to the CDR Class by First Class mail. The Court hereby finds and concludes that  
7 Postcard Notice was disseminated to members of the CDR Class in accordance with the terms  
8 set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The  
9 Court further finds and concludes that the Postcard Notice, and the distribution procedures set  
10 forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the  
11 best notice practicable under the circumstances, provided individual notice to all members of  
12 the Class who could be identified through reasonable effort, provided an opportunity for the  
13 Class Members to object or exclude themselves from the Settlement, and support the Court's  
14 exercise of jurisdiction over the Class Members as contemplated in the Settlement and this  
15 Final Approval Order.

16           5.       The Class Members were given an opportunity to object to the Settlement or  
17 request exclusion from the Settlement.            Class Members objected to the Settlement.  
18            Class Members requested exclusion from the Settlement.

19           6.       The Settlement is a result of arms' length negotiations conducted in good faith  
20 by experienced attorneys familiar with the legal and factual issues of this case.

21           7.       The Settlement is fair, reasonable, adequate, and in the best interests of the CDR  
22 Class in light of the complexity, expense, and duration of litigation, as well as the risk involved  
23 in establishing liability and damages and in maintaining the class action through trial and  
24 appeal.

25           8.       The consideration provided by the Settlement constitutes fair value given in  
26 exchange for the release of the Class Members' Released Class Claims against the Released  
27 Parties. The Court finds that the consideration provided to the Class Members is reasonable,

1 considering the facts and circumstances of the claims and affirmative defenses asserted in the  
2 action, and the potential risks and likelihood of success of pursuing trial on the merits.

3 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

4 9. The Settlement is finally approved as fair, reasonable, adequate, just, and in  
5 compliance with all applicable requirements of the applicable laws, and in the best interest of  
6 the CDR Class. The Settlement Agreement, which shall be deemed incorporated herein, and all  
7 terms the Settlement are finally approved and shall be consummated in accordance with the  
8 terms and provisions thereof, except as amended by any subsequent order issued by the Court.

9 10. CDR shall pay the Class Fund amount of \$87,000 as provided in section 5 of the  
10 Settlement Agreement.

11 11. Pursuant to CR 23(b)(3), the Action is hereby certified, for settlement purposes  
12 only, as a class action on behalf of the following CDR Class subject to the limitations contained in  
13 paragraph 12:

14 All former tenants of properties in Washington state whose  
15 accounts Thrive placed with CDR for collection; and who paid any  
16 money on or after November 6, 2016 that CDR allocated to  
17 prejudgment interest calculated from the date the person moved  
18 out of a Thrive rental unit; and whose account includes amounts  
19 allegedly due for cleaning and repairs to the rental unit associated  
20 with the account.

18 12. The Settlement Class does not include:

- 19 a. Former tenants that have a judgment against them for the accounts Thrive  
20 placed with CDR, and the judgment was obtained prior to July 10, 2023.  
21 b. Any entity that has a controlling interest in CDR, and CDR's current or  
22 former directors, officers, counsel, and their immediate families.  
23 c. Any persons who validly request exclusion from the Settlement Class.

24 13. For settlement purposes only, the Court finds that the Third-Party Plaintiffs  
25 claims against CDR satisfy the applicable prerequisites for class action treatment under CR 23(a)  
26 and (b)(3).  
27

1           14.     The numerosity requirement is satisfied because there are hundreds of members  
2 of each CDR Class. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49  
3 (2003).

4           15.     The commonality requirement is satisfied because there are overarching  
5 questions of law and fact common to the CDR Class, including whether CDR's practices were  
6 unfair and deceptive under the CPA. *See Smith v. Behr Process Corp.*, 113 Wn. App. 306, 320, 54  
7 P.3d 665 (2002).

8           16.     The typicality requirement is satisfied because Third-Party Plaintiffs' claims arise  
9 from the same course of conduct that gives rise to the claims of other Class Members and are  
10 based on the same legal theories. *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 267  
11 P.3d 383, 392 (2011).

12           17.     The adequacy requirement is satisfied because Third-Party Plaintiffs have no  
13 interests antagonistic to the other Class Members and are represented by qualified counsel. *See*  
14 *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

15           18.     The predominance requirement is satisfied because there is a "common nucleus  
16 of operative facts" to each Class Member's claim, and all Class Members were subject to the  
17 same conduct by CDR. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190  
18 Wn.2d 507, 516, 415 P.3d 224 (2018).

19           19.     The superiority requirement is satisfied because the resolution of numerous  
20 claims in one action is far superior to individual lawsuits and promotes consistency and  
21 efficiency of adjudication, particularly in a case like this one with modest damages. *See* CR  
22 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

23           20.     Pursuant to CR 23, the Court appoints Gustavo Cortez, Towana Peltier and Darius  
24 Mosely as Class Representatives.

25           21.     Pursuant to CR 23, the Court appoints the Terrell Marshall Law Group PLLC, the  
26 Law Office of Paul Arons and Leonard Law, PLLC as Class Counsel.

1           22.     The Class Representatives and Class Members, and their successors and assigns  
2 release the Released Class Claims defined in the Settlement Agreement as follows: any and all  
3 claims, rights (including rights to restitution or reimbursement), demands, actions, causes of  
4 action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements,  
5 costs, expenses or losses of any nature, whether known or unknown, direct or indirect,  
6 matured or unmatured, contingent or absolute, existing or potential, suspected or  
7 unsuspected, equitable or legal, and whether under federal statutory law, federal common law  
8 or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or  
9 any other law of any and all states or their subdivisions, parishes or municipalities based on the  
10 factual predicate asserted by the Class Representatives against CDR in this Action that CDR  
11 demanded or collected excessive prejudgment interest, even though any such claim or claims  
12 were not presented and might not have been presentable in the Action. For avoidance of  
13 doubt, Released Class Claims do not include any claims against Thrive or Belkorp relating to  
14 their charging of early termination or lease break fees. The Released Claims are compromised,  
15 settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and  
16 this Final Approval Order.

17           23.     \_\_\_\_\_ validly requested exclusion and are not Class Members and  
18 are not bound by any other provision of this Order.

19           24.     As of the Effective Date, CDR and Jordan Pierce and Donte Gardiner mutually  
20 release each other from all claims relating to or arising out of Pierce and Gardiner's CDR  
21 account ending in 3104.

22           25.     The Court hereby retains jurisdiction over the parties and all matters relating to  
23 the Action or Settlement, including the administration, interpretation, construction,  
24 effectuation, enforcement, and consummation of the Settlement, including its injunctive  
25 provisions, and this Final Approval Order. This Final Approval Order finally disposes of all  
26 claims between the parties to the Settlement and is appealable.

1           26.    This Final Approval Order is not, and shall not be construed as, an admission by  
2 CDR, Jordan Pierce or Donte Gardiner of any liability or wrongdoing in this or in any other  
3 proceeding.

4           27.    The Court will address Class Counsel’s application for an award of attorneys’ fees  
5 and costs to be paid by CDR separately from the Class Fund by separate order.

6           28.    The Court approves service awards to the Class Representatives in the amount of  
7 \$1,000 each (\$3,000 total), to be paid by CDR separately from the Class Fund as set forth in  
8 section 5 of the Settlement Agreement.

9           29.    The Court hereby dismisses all claims against CDR, Jordan Pierce, and Donte  
10 Gardiner with prejudice. The Court will address any award of attorneys’ fees and by separate  
11 order.

12           30.    Finding that there is no just reason for delay, the Court orders that this Final  
13 Approval Order shall constitute a final judgment pursuant to CR 58 that is binding on the  
14 settling parties and the Settlement Class.

15           IT IS SO ORDERED.

16           DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

17 \_\_\_\_\_  
18 THE HONORABLE ADRIENNE McCOY

19 Presented by:

20 TERRELL MARSHALL LAW GROUP PLLC

21  
22 By: /s/ Blythe H. Chandler, WSBA #43387  
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