

If you paid a tenant screening fee to Greystar between June 9, 2016 and August 13, 2020, you could be entitled to benefits under a class action settlement.

The United States District Court for the Eastern District of Washington authorized this Notice.

This is not a solicitation from a lawyer.

- A proposed settlement of a class action lawsuit relates to allegations that Greystar Real Estate Partners, LLC, Greystar Management Services, L.P., Greystar RS West, LLC. (“Greystar”) (“Defendants”) charged a tenant screening fee and failed to provide required disclosure prior to obtaining screen reports in violation of state law. The case is known as *Daley et al. v. Greystar Real Estate Partners, LLC, et al.*, No. 2:18-CV-00381-SMJ (E.D. Wash.) (“Action”).
- Defendants deny all allegations of wrongdoing in the lawsuit. Defendants claim they have abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, Defendants do not admit to any wrongdoing, maintain their compliance with the law, and continue to deny the allegations against them.
- The proposed settlement provides for \$2,500,000.00 fund for Settlement Class Members (persons who qualify under the definition of the class) who submit a timely and valid claim to receive a Claim Payment. The fund will also be used to pay court-ordered settlement administration expenses, service awards, and attorneys’ fees and costs.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive a payment under the settlement.	September 27, 2021
EXCLUDE YOURSELF	Get no payment under the settlement. This is the only option that allows you to be part of any other lawsuit against Defendants about the legal claims in the case.	September 27, 2021
OBJECT	Write to the Court about why you don’t like the settlement. You can do this only if you don’t exclude yourself.	September 27, 2021
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.	January 11, 2022
DO NOTHING	You will receive no payment under the settlement and will be giving up your rights to assert any claims about the legal claims in the case against the Defendants.	No Deadline

- This Notice explains these rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the settlement as part of the process described in this Notice. Vouchers will be sent only if the Court approves the settlement.

Questions? Visit www.AppFeeSettlement.com or call toll free 1-844-326-7442

WHAT THIS NOTICE CONTAINS

Basic Information..... 4

1. Why did I get a Notice? 4

2. What is the lawsuit about? 4

3. Why is this a class action? 4

4. Why is there a settlement? 4

Who Is in the Settlement? 5

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

6. Who is not included in the Class?..... 5

7. I’m still not sure if I am included..... 5

The Settlement Benefits—What You Get 5

8. What does the settlement provide? 5

How You Get a Claim Payment – Submitting a Claim Form..... 5

9. How can I receive a payment? 5

10. When do I get my payment? 6

11. What am I giving up if I remain in the Class? 6

Excluding Yourself from the Settlement..... 7

12. How do I get out of the settlement? 7

13. What is the effect if I exclude myself from this settlement? 7

14. If I don’t exclude myself, can I sue Defendants for the same thing later? 7

15. If I exclude myself, can I get anything from this settlement?..... 7

The Lawyers Representing You 7

16. Do I have a lawyer in the case? 7

17. How will the lawyers be paid?..... 8

Objecting to the Settlement..... 8

18. How do I tell the Court if I don’t like the settlement? 8

19. What’s the difference between objecting and excluding? 9

The Court’s Fairness Hearing 9

20. When and where will the Court decide whether to approve the settlement?..... 9

Questions? Visit www.AppFeeSettlement.com or call toll free 1-844-326-7442

21.	Do I have to come to the hearing?	9
22.	May I speak at the hearing?	9
If You Do Nothing.....		9
23.	What happens if I do nothing at all?	9
Getting More Information		10
24.	Are there more details about the settlement?	10
25.	How do I get more information?.....	10

Basic Information

1. Why did I get a Notice?

You received an email notice or postcard notice if Defendants' records show that you might be a class member. In either case, the email notice or postcard notice referred you to an informational website which included this more detailed Notice.

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

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

The United States District Court for the Eastern District of Washington has jurisdiction over this proposed settlement. The persons who sued are called the Plaintiffs, and the companies they sued are called the Defendants.

2. What is the lawsuit about?

Plaintiffs filed a proposed class action lawsuit, the Action, against Defendants.

In the Action, the Plaintiffs claimed, among other things, that Defendants charged tenant screening fees without first providing required disclosures to prospective tenants, in violation of Washington State law. Defendants claim they have abided by all state and federal laws, and that the Action is not well grounded in law or fact. As part of the proposed settlement, Defendants do not admit to any wrongdoing, maintain their compliance with the law, and continue to deny the allegations against them.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. In this case, the class representatives are Ryan Daley and Isaak Curry. One court resolves the issues for all class members, except those who exclude themselves from the Class. The Honorable Salvador Mendoza Jr., for the United States District Court for the Eastern District of Washington has jurisdiction over the case in which the parties have submitted this settlement for approval.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the class members. The class representatives and their attorneys think the settlement is best for the class members.

Who Is in the Settlement?

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

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

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

All persons who applied to rent any property in the state of Washington where the rental property, on the date of the application, was owned or managed by the Defendants, or where the Defendants were a “landlord” of the property as defined by RCW 59.18.030(15) and paid any tenant screening fee to Defendants or its affiliates between June 9, 2016 and August 13, 2020.

6. Who is not included in the Class?

The Class does *not* include Defendants, any entity that has a controlling interest in Defendants, and the Parties’ current or former directors, officers, counsel, and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

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

If you are still not sure whether you are included, you can visit the settlement website, www.AppFeeSettlement.com, for more information, or you can fill out and return the Claim Form described in question 9.

The Settlement Benefits—What You Get

8. What does the settlement provide?

The Defendants have agreed to pay a total settlement amount of \$2,500,000 which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely claim, pay Class Counsel’s attorneys’ fees and costs, pay an incentive award to the Representative Plaintiffs, and pay costs and expenses of settlement administration.

The Settlement Administrator will determine whether you have submitted a timely and valid claim. The Defendants additionally reserve the right, but are not obligated, to review claims submitted to determine whether a claim is valid under the class definition.

How You Get a Claim Payment – Submitting a Claim Form

9. How can I receive a payment?

You must submit a Claim Form online or by mail. A Claim Form is available on the settlement website at www.AppFeeSettlement.com. Read the instructions carefully, fill out the Claim Form (answering all questions truthfully), and submit it online at www.AppFeeSettlement.com **no later than September 27, 2021**, or print out a hard copy of the Claim Form, fill it out (answering all questions truthfully), sign it, and mail it to the Settlement Administrator **with a postmark dated no later than September 27, 2021**. The Court will hold a hearing on **January 11, 2022 at 9:00 AM**, to decide whether to approve the

settlement.

10. When do I get my payment?

The Court will hold a hearing on **January 11, 2022 at 9:00 AM**, to decide whether to approve the settlement (“Fairness Hearing”). If the Court approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the Claim Forms to be processed. Please be patient and check the website for any updates.

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

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

“Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, Washington statutory law, Washington common law, or Washington regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes, or municipalities that arise out of or relate in any way to alleged violations of claims under RCW 59.18.257 that have been, or could have been, brought in the Action. In addition, with respect to Plaintiffs only, “Released Claims” includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring as of the Execution Date that might be attributable directly or indirectly to Defendants.

“Released Parties” means Defendants and all other persons and entities, including any of their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present owners, founders, officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, contractors, vendors, issuers, and assigns, or anyone acting on their behalf.

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

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

Excluding Yourself from the Settlement

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

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a signed letter by mail stating that you "want to opt out of the Daley et al. v. Greystar Real Estate Partners, LLC, et al. Settlement." Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request **postmarked no later than September 27, 2021**, to:

Daley et al. v. Greystar Real Estate Partners, LLC, et al.
Settlement Administrator
P.O. Box 3376
Baton Rouge, LA 70821

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

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

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

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

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

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

No. If you exclude yourself, do not send in a Claim Form to ask for payment from this settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Parties.

The Lawyers Representing You

16. Do I have a lawyer in the case?

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

17. How will the lawyers be paid?

Class Counsel will request from the Court an award of attorneys' fees and out-of-pocket litigation costs up to \$625,000. Class Counsel will also request up to a \$2,500 Service Award for each Representative Plaintiff for serving as the class representatives. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund. You have the right to object to the requested fees and costs, and Service Award.

Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees and reimbursement of costs, and for the Service Award, by no later than October 18, 2021 and August 27, 2021, respectively. These papers will also be posted on the Settlement Website at www.AppFeeSettlement.com.

Objecting to the Settlement

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

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

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court and deliver to Class Counsel and Defendants' counsel a signed letter saying you object to the proposed settlement in *Daley et al. v. Greystar Real Estate Partners, LLC, et al.*, No. 2:18-CV-00381-SMJ (E.D. Wash.). Be sure to include your name, address, telephone number, a statement indicating that you are a class member, your signature, and the reasons why you object to the settlement. Your objection and any supporting papers must be postmarked by and mailed to United States District Court for the Eastern District of Washington at the following address, postmarked no later than **September 27, 2021**:

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

Your objection and any supporting papers must also be delivered to Class Counsel and Defendants' counsel at the following addresses, postmarked no later than **September 27, 2021**:

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

Benjamin Stone
Lewis Brisbois Bisgaard & Smith LLP
1111 Third Street Suite 2700
Seattle, WA 98101
Counsel for Defendants

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

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

The Court's Fairness Hearing

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

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

The Court will hold a Fairness Hearing at **9:00 AM on January 11, 2022**, at the United States District Court for the Eastern District of Washington, 920 West Riverside Avenue, Spokane, Washington, 99210. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Mendoza will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the requested fees, costs, and Service Award. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

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

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Daley et al. v. Greystar Real Estate Partners, LLC, et al.*, No. 2:18-CV-00381-SMJ (E.D. Wash.)." Be sure to include your name, address, telephone number, that you are a class member, a list of any documents you want the Court to consider, the names of any witnesses who you want to testify and your signature. Your Notice of Intention to Appear must be postmarked and sent to the Court's, Class Counsel's, and Defendant Counsel's addresses in Question 18, **no later than September 27, 2021**. You cannot speak at the hearing if you exclude yourself.

If You Do Nothing

23. What happens if I do nothing at all?

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

Getting More Information

24. Are there more details about the settlement?

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

25. How do I get more information?

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

Daley et al. v. Greystar Real Estate Partners, LLC, et al.
Settlement Administrator
P.O. Box 3376, Baton Rouge, LA 70821

You should not direct questions to the Court.

By Order of the Court
CLERK OF THE COURT