

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

*Adama Jammeh, et al v. HNN Associates, LLC, Gateway, LLC, Columbia Debt Recovery, LLC d/b/a
Genesis Credit Management, LLC, and William Wojdak*

Case No. 2:19-cv-00620-JLR

If you are a former tenant of a rental property managed by HNN Associates, LLC in Washington State, you may be entitled to benefits from a class action settlement.

A federal 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.

- Defendants have agreed to establish a fund valued at \$1,600,000 from which eligible persons will receive cash awards. The fund will also be used to pay court-ordered settlement administration expenses, statutory damages, service awards, and attorneys' fees and costs.
- The settlement resolves a lawsuit over whether Defendant HNN Associates, LLC and Gateway, LLC (collectively, "HNN") violated the Residential Landlord Tenant Act ("RLTA"), and Washington Consumer Protection Act ("WCPA") by allegedly failing to comply with all requirements of the RLTA regarding move in and move out inspection forms, failing to return security deposits within the time required by statute, and forfeiting security deposits; and whether Defendant Columbia Debt Recovery, LLC ("CDR") violated the federal Fair Debt Collection Practices Act ("FDCPA"), Washington Collection Agency Act ("WCAA"), and WCPA in its attempts to collect alleged debts from former tenants on behalf of HNN, including by adding prejudgment interest to former tenant accounts calculated from the date the tenant moved out instead of a time after the tenant was billed and had an opportunity to pay.
- Defendants do not admit to any wrongdoing and deny the allegations in Plaintiffs' complaint and amended complaints. Defendants further deny 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 Classes and will decide whether the proposed settlement should be approved.
- Court-appointed lawyers for the Classes ("Class Counsel") will ask the Court for a payment of up to \$600,000 from the fund as attorneys' fees and expenses, based on their actual fees and costs incurred.
- The two sides disagree on whether Plaintiffs and the Classes would have won at trial.
- Your Settlement Award will be approximately 70% of any amount of your security deposit that HNN did not refund to you plus approximately 70% of any amount you paid in interest to CDR. CDR FDCPA Subclass members will also receive an award of statutory damages.
- **Questions?** Read on, view the full Settlement Agreement at SecurityDepositSettlement.com, or call 1-855-349-7023 toll free.

Your Legal Rights and Options in This Lawsuit

Do Nothing	<p>Stay in this lawsuit. Be eligible for settlement benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that come from the settlement, but you give up any rights to sue HNN, apartment complexes HNN manages, Columbia Debt Recovery, Genesis Credit Management, or William Wojdak separately about the same or similar legal claims made in this lawsuit. You do not have to file a claim to receive payment. If you shared an apartment with other adults, the settlement check will be mailed to the person listed as the primary tenant in HNN’s records. Contact class counsel if you want the award divided among tenants. Call 1-855-349-7023 toll free.</p>
Exclude yourself by May 7, 2021	<p>Get out of this lawsuit. Get no benefits from it. Keep rights to sue.</p> <p>If you exclude yourself, you will not be eligible to receive any money or benefits that come from the settlement and you may not object. This is the only option that allows you to be part of any other lawsuit against HNN, apartment complexes HNN manages, Columbia Debt Recovery, Genesis Credit Management, or William Wojdak about the legal claims in this case.</p>
Object by May 7, 2021	<p>Stay in this lawsuit. File a written objection to the settlement with the Court.</p> <p>If you disagree with any portion of the Settlement Agreement, you may file a written objection with the Court, which will be considered at the Final Approval Hearing. If you file an objection, you may 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 HNN, apartment complexes HNN manages, Columbia Debt Recovery, Genesis Credit Management, or William Wojdak separately about the same or similar legal claims in this lawsuit, but you will still be eligible to receive money and benefits that come from the settlement.</p>
Attend a hearing on June 9, 2021	<p>Attend the final approval hearing and ask the Court to speak.</p> <p>If you do not exclude yourself, you may ask to speak to the Court about the fairness of the settlement.</p>

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

The purpose of this website is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *Adama Jammeh, et al v. HNN Associates, LLC, Gateway, LLC, Columbia Debt Recovery, LLC d/b/a Genesis Credit Management, LLC, and William Wojdak*, Case No. 2:19-cv-00620-JLR. Judge James L. Robart of the United States District Court for the Western District of Washington 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 Defendants' business records you have been identified as a possible member of one of the Classes certified by the Court on September 9, 2020. HNN's records show that at some time before February 1, 2019, you moved in to a property managed by HNN in Washington, moved out on or after July 12, 2017 and HNN allegedly either (1) collected a security deposit from you without providing a move-in checklist that stated the condition of the unit's walls, floors, countertops, carpets and appliances (the "Move-In Form" Class); or (2) HNN mailed a statement to you regarding HNN's basis for retaining a deposit more than 21-days after you moved out of the unit (the "Late Statement" Class); or (3) you moved in to an HNN managed property after July 31, 2016 and your deposit was forfeited by HNN (the "Forfeiture" Class).

You may be a member of the Columbia Debt Recovery ("CDR") Class if you received at least one written collection demand letter regarding your HNN account, which was placed with CDR between February 13, 2017 and January 31, 2019.

You may also be a member of the CDR FDCPA Subclass if you received at least one written collection demand on or after July 12, 2018.

3. What is this lawsuit about?

In a class action, one or more people, called "class representatives" (in this case Adama Jammeh, Oumie Sallah, and Cynthia Quintero), 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 HNN's practices of utilizing certain move-in checklists, the timing of mailing a statement to past tenants regarding the basis for retaining a security deposit, the forfeiting of security deposits under certain circumstances, charging allegedly false and exaggerated move-out fees, allegedly refusing requests for a joint move-out inspection, allegedly forcing tenants

to vacate their apartments and then retaining their security deposits, and CDR's practices of allegedly collecting or attempting to collect the allegedly false and exaggerated fees charged by HNN, collecting or attempting to collect interest on charges that were allegedly backdated and allegedly threatening to report the debt to credit bureaus if the debt was not paid. The Class Representatives allege that HNN's and CDR's conduct violated the federal Fair Debt Collection Practices Act, the Washington Collection Agency Act, Washington's Residential Landlord-Tenant Act, and the Washington Consumer Protection Act.

The Court certified the Classes and Subclass. U.S. District Court Judge James L. Robart is in charge of this class action.

Defendants deny the Plaintiffs' claims and deny that the Classes were properly certified.

THE SETTLEMENT

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. 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. HNN and CDR have not admitted fault or that they violated any laws, but Defendants and their 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 one of more of the HNN Classes if you moved into an HNN managed property in Washington before February 1, 2019 and:

- (1) You moved out on or after July 12, 2017, and HNN collected a deposit or security from you without providing a move-in checklist that stated the condition of the walls, floors, countertops, carpets, and appliances in the unit (the "Move-In Form" Class); or
- (2) You moved out on or after July 12, 2017, and HNN mailed a statement of HNN's basis for retaining a deposit to you more than 21-days after you moved out of an HNN-managed unit (the "Late Statement" Class); or
- (3) You moved in to an HNN managed property after July 31, 2016, and your deposit was forfeited by HNN (the "Forfeiture" Class).
- (4) You are a member of the CDR Class if you are a former tenant of an HNN managed property in Washington, and HNN placed your account in collections with CDR between February

13, 2017 and January 31, 2019, and CDR sent at least one written collection demand to you.

You are a member of the CDR FDCPA Subclass if CDR sent at least one written collection demand to you on or after July 12, 2018.

The Classes do 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 Classes or the Subclass, you may call 1-855-349-7023.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

The settlement requires Defendants to establish a Settlement Fund in the amount of \$1,600,000 that will be used to pay Settlement Awards to Class Members, statutory damages and service awards totaling no more than \$12,000 to the Class Representatives, up to \$600,000 in attorneys' fees and costs, and settlement administration costs estimated at \$27,067, subject to Court approval. If the Court awards anything less than the amounts requested for Plaintiffs' statutory damages, service awards, or attorneys' fees and costs, then the difference shall be allocated to payment of Settlement Awards.

In addition to monetary relief, the Settlement requires Defendants to provide the following injunctive relief related to Class Members' HNN accounts:

- a. Within 30 days of full execution of the Settlement Agreement, CDR will cease all efforts to collect any amounts in excess of the principal amounts allegedly owed by Class Members on their HNN accounts;
- b. Within 30 days of the Effective Date of the Settlement, CDR will request deletion of all tradelines relating to Settlement Class Members' HNN accounts that CDR or any related person or entity has reported to any "consumer reporting agency" as that term is defined in 15 U.S.C. § 1681 ("Credit Bureaus") and will not re-report any of these alleged debts.
- c. Within 30 days of the Effective Date of the Settlement, CDR will file satisfactions of any judgment CDR has obtained against Settlement Class Members on their HNN accounts in excess of the Principal amount in compliance with RCW 4.56.100(1).
- d. Within 30 days of the Effective Date of the Settlement, CDR will cease to add prejudgment interest on HNN accounts.

A list of important dates and deadlines regarding this Settlement can be found at www.SecurityDepositSettlement.com.

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

The primary tenant for each account that is part of the Classes and for whom the Class Administrator has a deliverable address will be sent a check comprising of their Settlement Award. The amount you will receive depends on the Class or Classes to which you belong. If you shared an apartment with other adults, the settlement check will be mailed to the person listed as the primary tenant in HNN's records. Contact class counsel if you want the award divided among co-tenants. Call 1-855-349-7023 toll free.

Members of the HNN Classes will receive a Settlement Award equaling approximately 70% of the amount of your security deposit not refunded by HNN.

Members of the CDR Class will receive a Settlement Award equaling approximately 70% of the amount you paid to CDR in interest or other collection costs or fees.

Members of the CDR FDCPA Subclass will receive an additional award equaling the Settlement Class Member's pro rata share of the \$30,000 from the Settlement Fund allocated to FDCPA statutory damages. This award will be approximately \$20.

Your estimated award 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.

Settlement Award checks that are not cashed within 90 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 Award, the primary tenant in your unit will automatically receive 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 Classes, you must call 1-855-349-7023. Contact class counsel if you want the award divided among co-tenants. Call 1-855-349-7023 toll free.

9. When will I get my payment?

The Court will hold a hearing on June 9, 2021, at 9:00 a.m. 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 Classes. That means you may not sue, continue to sue, or be part of any other lawsuit against HNN, any property managed by HNN, CDR, or William Wojdak 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 describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims (the "Released Parties") in detail, so read it carefully. To summarize, the Release includes claims that arise out of relating to Move-Out Charges or procedures, Defendant HNN's collection or retention of a security deposit, claims under RCW 59.18.260 and RCW 59.18.280, forfeiture of a security deposit, imposition of move-out charges, CDR's debt collection efforts related to Class Members and their HNN Accounts, and/or payments to Defendants of any amount above the move-out charges reflected on the final move-out statement issued to a Settlement Class Member by HNN, including, but not limited to, claims based on a violation of the CAA, FDCPA, RLTA, CPA, and any other statutory or common law claim. Any claims you may have for wrongful eviction by HNN are not released. In addition, you keep any defenses or counterclaims you may have if HNN or CDR files a collection lawsuit against you.

If you are currently involved in another lawsuit against one of the Defendants in this lawsuit, 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 one or more of the Defendants in a different case, then you must remove yourself from the Classes. This is called excluding yourself – or “opting out” – of the settlement.

11. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a written letter to the Class Administrator at the address provided below. Your opt-out request must include your name and address and should state that you do not want to be a Class Member. Opt-out requests must be postmarked on or before the Opt-out deadline on **May 7, 2021**.

Opt-out requests may be mailed to:

Jammeh v. HNN Associates
c/o Postlethwaite & Netterville
PO Box 3637
Baton Rouge, LA 70821-3637

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) Defendants in the future.

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

No. Unless you exclude yourself, you give up any right to sue Defendants and any property HNN manages for the claims that this settlement resolves. If you already have a lawsuit relating to HNN's move-out charges or CDR's debt collection practices regarding your HNN account, you should speak to your lawyer in that case immediately. You must exclude yourself from these Classes to continue your own lawsuit. **The exclusion deadline is May 7, 2021.**

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

No. You will not receive any monetary benefits if you exclude yourself and additional settlement benefits described in section 6 will not apply to you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

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

You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Settlement Fund 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 \$600,000 to them for attorneys’ fees and their out-of-pocket expenses. These payments will pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also request service awards of no more than \$12,000 for the Class Representatives to compensate them for their time and effort, and statutory damages. Class Counsel’s complete request for fees, costs, and incentive awards to the Class Representatives will be posted to the case website thirty days before the deadline for class members to opt-out of or object to the settlement. The Court may award less than these amounts.

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 Classes, 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 hand-signed, written letter to the Court at the address provided below. The letter must include:

- (1) the following case name and number: *Jammeh v. HNN Associates, LLC, et al*, Case No. 2:19-cv-00620-JLR;
- (2) your name, address, telephone number, and email address, and if represented by counsel, of your counsel;
- (3) your specific objections to the settlement (i.e., why you think the Court should not approve the settlement); and

(4) a detailed list of any other objections submitted by you and/or your counsel, to any class actions in any court, whether state or otherwise, in the United States in the previous five (5) years. If you or your counsel have not objected to any other class action settlement in any court in the United States in the previous five (5) years, you must affirmatively state so in your written objection.

The objection must be **postmarked no later than May 7, 2021**. 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:

U.S. District Court
Clerk's Office
700 Stewart St.
Seattle, WA 98101

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 Classes. Excluding yourself from the settlement is telling the Court that you don't want to be part of the Classes. 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 **9:00 a.m. on June 9, 2021**, at the United States District Court for the Western District of Washington, 700 Stewart St., Seattle, WA 98101. 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 Classes. 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 and damages payments 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 Classes, 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 must send a letter saying that it is your "Notice of Intention to Appear" in *Jammeh v. HNN Associates, LLC, et al*, Case No. 2:19-cv-00620 JLR." 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 no later than ten (10) days 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, **June 9, 2021**. 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 one or more of the Classes and you will be eligible to receive settlement benefits.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

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

23. How do I get more information?

First review all the information on this website. If you still have questions, you can call 1-855-349-7023 toll free or write to the Class Administrator at, P.O. Box 3637, Baton Rouge, LA 70821-3637.

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

Jammeh v. HNN Associates
c/o Postlethwaite & Netterville
PO Box 3637
Baton Rouge, LA 70821-3637

1-855-349-7023

Info@SecurityDepositSettlement.com

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