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**STATE OF WASHINGTON  
SNOHOMISH COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
  
Plaintiff,  
  
v.  
  
FPI MANAGEMENT, INC.,  
VINTAGE HOUSING HOLDINGS,  
LLC,  
AMCAL MULTI-HOUSING, LLC,  
VINTAGE AT EVERETT 2, LP,  
VINTAGE AT MILL CREEK, LP,  
AMWA CEDAR POINTE FUND, LP,  
VINTAGE AT SEQUIM, LP,  
and  
VINTAGE AT TACOMA, LLC  
  
Defendants.

NO. 25-2-05474-31  
  
COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF

**I. INTRODUCTION**

1.1 The State of Washington files this action to remedy the unfair and deceptive practices that Defendants have engaged in for years at the expense of vulnerable seniors who reside in five apartment complexes in Western Washington. Defendants are FPI Management, Inc.—a property management firm—and the owners of each complex. Each of Defendants’ apartment complexes participate in a federal low-income housing tax credit program and market their apartment units to seniors age 55 and older. Defendants failed to disclose to prospective and current tenants how rent will be calculated or increased, and misrepresented the quality of

1 their units, the availability and quality of certain amenities, and the secure nature of their  
2 properties. Defendants' actions violate the Consumer Protection Act (CPA) because they are  
3 unfair and deceptive. The State accordingly brings this action to obtain a declaration that  
4 Defendants' actions violate state law and to seek injunctive and other equitable relief for  
5 Defendants' unlawful actions.

## 6 **II. JURISDICTION AND VENUE**

7 2.1 The State brings this action to enforce the CPA's prohibition of unfair or  
8 deceptive acts or practices in the conduct of any trade or commerce. RCW 19.86.020.

9 2.2 This Court has jurisdiction over this matter pursuant to RCW 2.08.010 and RCW  
10 19.86.080(1).

11 2.3 Venue is proper in Snohomish County pursuant to RCW 4.12.020 and RCW  
12 4.12.025.

## 13 **III. PARTIES**

14 3.1 Plaintiff is the State of Washington.

15 3.2 The Attorney General is authorized to commence this action pursuant to RCW  
16 43.10.030(1), RCW 19.86.080(1), and RCW 19.86.140 to enjoin and remedy practices that  
17 violate the CPA.

18 3.3 Defendant FPI Management, Inc. ("FPI") is a privately held California  
19 corporation that manages affordable and market rate housing throughout the U.S. Its principal  
20 place of business is located at 800 Iron Point Road, Folsom, CA 95630. FPI operates in 23 states  
21 and manages over 165,000 apartment units nationwide, approximately 45% of which are  
22 designated as affordable units. FPI manages a portfolio of 87 properties in Washington State,  
23 including the five properties at issue in this lawsuit: Vintage at Everett, Vintage at Mill Creek,  
24 Vintage at Sequim, Vintage at Tacoma (collectively, the Vintage Properties), and Cedar Pointe  
25 Apartments. All five of these properties are restricted to, and marketed for, senior tenants age  
26 55+.

1           3.4     Defendant Vintage Housing Holdings, LLC (“Vintage Holdings”) is a privately  
2 held California corporation that owns, manages, and develops tax credit funded apartments  
3 across the Western United States. Vintage Holdings’ principal place of business is located at 369  
4 San Miguel Drive, Suite 135, Newport Beach, CA 92660. Michael Gancar, Principal of Vintage  
5 Holdings, is Governor for each of the administrative partnerships who own the Vintage  
6 Properties.

7           3.5     AMCAL Multi-Housing, LLC (“AMCAL”) is a privately held California  
8 corporation that develops affordable, market-rate, and student rental housing in California, Texas  
9 and Washington. AMCAL’s principal place of business is located at 30141 Agoura Road, Suite  
10 100, Agoura Hills, CA 91301. AMCAL’s owner, Percival Joseph Vaz, governs the partnership  
11 which owns Cedar Pointe Apartments.

12           3.6     Defendant Vintage at Everett 2, LP, is a limited partnership that owns Vintage at  
13 Everett Apartments (also known as Vintage at Marine View Apartments) located at 1001 E.  
14 Marine View Drive, Everett, WA 98201. Vintage at Everett 2, LP’s principal place of business  
15 is located at 369 San Miguel Drive, Suite 135, Newport Beach, CA 92660. Vintage at Everett  
16 Apartments consists of 259 units and is advertised and marketed as a 55+ community and “a  
17 marquee destination for active senior living in Everett, WA.”

18           3.7     Defendant Vintage at Mill Creek, LP, is a limited partnership that owns Vintage  
19 at Mill Creek Apartments located at 4111 133<sup>rd</sup> Street SE, Mill Creek, WA 98012. Vintage at  
20 Mill Creek, LP’s principal place of business is located at 369 San Miguel Drive, Suite 135,  
21 Newport Beach, CA 92660. Vintage at Mill Creek Apartments consists of 220 units and is  
22 advertised and marketed as a 55+ community and “a marquee destination for active senior living  
23 in Mill Creek, WA.”

24           3.8     Defendant AMWA Cedar Pointe Fund, LP, is a limited partnership that owns  
25 Cedar Pointe Apartments located at 17309 40<sup>th</sup> Avenue NE Arlington, WA 98223. AMWA  
26 Cedar Pointe Fund, LP’s principal place of business is located at 30141 Agoura Road, Suite 100,

1 Agoura Hills, CA 91301. Cedar Pointe Apartments consists of 255 units and is advertised and  
2 marketed as 55+ senior apartments in Arlington, WA.

3 3.9 Defendant Vintage at Sequim, LP, is a limited partnership that owns Vintage at  
4 Sequim Apartments located at 1009 West Bracket Road, Sequim, WA 98382. Vintage at Sequim,  
5 LP's principal place of business is located at 369 San Miguel Drive, Suite 135, Newport Beach,  
6 CA 92660. Vintage at Sequim Apartments consists of 118 units and is advertised and marketed  
7 as a 55+ community that provides "active senior living" in Sequim, WA.

8 3.10 Defendant Vintage at Tacoma, LLC, is a limited liability corporation that owns  
9 Vintage at Tacoma Apartments located at 4023 S. Lawrence St., Tacoma, WA 98409. Vintage  
10 at Tacoma, LLC's principal place of business is located at 369 San Miguel Drive, Suite 135,  
11 Newport Beach, CA 92660. Vintage at Tacoma Apartments consists of 231 units and is  
12 advertised and marketed as a 55+ community and "a marquee destination for active senior living  
13 in Tacoma, WA."

14 3.11 Defendants are "persons" within the meaning of RCW 19.86.010(1).

15 3.12 Defendants engage in trade or commerce within the meaning of RCW  
16 19.86.010(2).

#### 17 IV. FACTS

##### 18 A. Defendants' Business Operations

19 4.1 Vintage Holdings governs Vintage at Everett 2, LP; Vintage at Mill Creek, LP;  
20 Vintage at Sequim, LP; and Vintage at Tacoma, LLC, the owners of the Vintage Properties.  
21 Michael Gancar, Principal for Vintage Holdings, entered into regulatory agreements with  
22 Washington State Housing Finance Commission as a managing administrative partner to operate  
23 the Vintage Properties as low-income buildings for senior citizens. Vintage Holdings controls  
24 the financial and operational functions of the Vintage Property owners. At all times material to  
25 this Complaint acting alone or in concert with others, Vintage Holdings advertised, marketed,  
26 distributed, or engaged in the trade or commerce of real estate transactions affecting consumers

1 throughout the State of Washington. Vintage Holdings and the Vintage Property owners have  
2 conducted the business practices described below through interrelated companies that have  
3 common ownership, officers, and office locations. Vintage Holdings and the Vintage Property  
4 owner entities it controls are jointly and severally liable for the acts and practices alleged.

5 4.2 AMCAL's owner, Percival Joseph Vaz, governs AMWA Cedar Pointe Fund, LP,  
6 which owns Cedar Pointe Apartments. AMCAL is identified as a borrower in a regulatory  
7 agreement with the Washington State Housing Finance Commission to operate Cedar Pointe  
8 Apartments as a low-income building for senior citizens. AMCAL controls the financial and  
9 operational functions of AMWA Cedar Pointe Fund, LP. At all times material to this Complaint  
10 acting alone or in concert with others, AMCAL advertised, marketed, distributed, or engaged in  
11 the trade or commerce of real estate transactions affecting consumers in Arlington, Washington.  
12 AMCAL and AMWA have conducted the business practices described below through  
13 interrelated companies that have common ownership, officers, and office locations. AMCAL  
14 and AMWA, are jointly and severally liable for the acts and practices alleged.

15 4.3 Defendants Vintage Housing Holdings, LLC; AMCAL Multi-Housing, LLC; the  
16 owners of the Vintage Properties; and AMWA Cedar Pointe Fund, LP (collectively, Defendant  
17 Property Owners) hired FPI to manage the five properties at issue in this Complaint. Defendant  
18 Property Owners communicate with FPI, review, and approve general operation decisions  
19 including, but not limited to, rent, maintenance requests, repairs, building security, low-income  
20 housing tax credit (LIHTC) certifications & recertifications, and other day-to-day matters.

21 4.4 Defendant Property Owners receive incident reports from FPI seeking Defendant  
22 Property Owners' advice and permission to proceed with repairs, accept bid requests, and follow  
23 through on work orders. FPI regularly updates Defendant Property Owners on the status of  
24 project developments, while Defendant Property Owners have final decision-making authority  
25 over such projects. This includes, in the case of property repairs or maintenance, whether to  
26 make insurance claims or give concessions to tenants. Defendant Property Owners seek work

1 order proposals and expenditure invoices from FPI to inform their decision making. Defendant  
2 Property Owners, working with FPI, also set and determine when and how to implement rent  
3 increases.

4 **B. Defendant Property Owners Provide Low-Income Housing Through the Low-**  
5 **Income Housing Tax Credit Program**

6 4.5 Defendant Property Owners participate in the federal LIHTC program. Defendant  
7 Property Owners hired FPI to manage the five Properties at issue in this case, which all have  
8 LIHTC rent-restricted units.

9 4.6 The purpose of the LIHTC program is to incentivize private developers—like the  
10 Defendant Property Owners—to build, renovate, and preserve low-income multi-family housing  
11 units with support from federal tax credits. In Washington, the Washington State Housing  
12 Finance Commission (WSHFC) allocates LIHTC federal income tax credits.

13 4.7 To qualify for the LIHTC federal tax credits, a property owner must set aside a  
14 percentage of the units in their building as “rent-restricted” for tenants whose household income  
15 is no more than 60% of the area median income (AMI) for the county in which the building is  
16 located. County AMI is set annually by the U.S. Department of Housing and Urban Development  
17 (HUD). Property owners are required to screen prospective tenants for income eligibility at the  
18 initial leasing stage, and to annually re-certify tenants’ income eligibility.

19 4.8 Unlike other low-income housing benefits such as HUD’s Housing Choice  
20 Voucher Program (commonly known as Section 8), in which a tenant’s monthly rent is limited  
21 to a percentage of their *personal* income (e.g., paying no more than 30% of one’s income toward  
22 rent), LIHTC maximum rental rates are set annually by HUD, based on the rise or fall of the  
23 AMI in the county where the apartment building is located. This means that Defendants can raise  
24 the tenant’s rent, even if the tenant’s income does not change.

1           4.9     Rent increases under the LIHTC program are optional. Landlords who participate  
2 in the LIHTC program are never required to raise rents, even if HUD’s adjustments to AMI  
3 permit a rent raise.

4           4.10    The WSHFC recommends that LIHTC landlords exercise caution when deciding  
5 whether to increase the rents being charged to tenants.

6           4.11    In addition to traditional property management duties, such as advertising  
7 available units, screening prospective tenants, collecting rent, and performing ongoing  
8 maintenance, FPI is responsible for conducting LIHTC screening and recertification for the rent-  
9 restricted units at the Properties.

10 **C.     FPI’s Leasing and Advertising Practices at the Properties**

11           4.12    FPI maintains websites for each of the Properties, where the company provides  
12 photos of the units, floor plans, amenities, and common spaces. In some instances, FPI also  
13 advertises the LIHTC rent-restricted units and lists the maximum allowable income for certain  
14 household sizes. FPI provides this same information when it advertises rent-restricted units on  
15 third-party websites. Below is an example of the way FPI explains the requirements a tenant  
16 must meet to qualify for a LIHTC rent-restricted unit.

17           The Vintage Everett provides rent-restricted housing for residents over the age of 55 whose  
18 income does not exceed the maximum allowable income for their household size.

19           The total annual income must be at or below the following income limits depending on the  
20 number of occupants in the household\*.

21

Set-Aside %	1 Person	2 People	3 People	4 People
50%	\$52,700	\$60,250	\$67,800	\$75,350
60%	\$63,240	\$72,300	\$81,360	\$90,420

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24           4.13    When FPI advertises a rent-restricted unit at one of its LIHTC properties, it does  
25 not explain or adequately disclose to the prospective tenant that their monthly rent will be  
26

1 calculated based on the variable AMI, which is often significantly more than the fixed Social  
2 Security or pension incomes many senior LIHTC tenants must live on.

3 4.14 Prospective tenants for LIHTC rent-restricted units must undergo an income  
4 certification with Defendants during the leasing process to prove they qualify for a low-income  
5 unit. As part of this process, tenants must complete FPI's rental application, which includes  
6 information about income limits that tenants cannot exceed, as well as the range of rental rates  
7 the tenants could be charged under the LIHTC program. But FPI's application, like its online  
8 advertisements, does not disclose that the tenant's monthly rent can or will be raised to the top  
9 end of the rental rate, even if their income remains the same or decreases.

10 4.15 Defendants' failure to disclose this information is particularly harmful to senior  
11 tenants. Senior tenants are less likely to physically move units due to their increased likelihood  
12 of experiencing physical disabilities or mobility issues. Many senior tenants also live on a fixed  
13 income making moving financially unfeasible where they cannot accumulate enough savings to  
14 pay for fees, security deposits, and first/last months' rent elsewhere.

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17 **D. Defendants Significantly Misrepresent the Quality of the Units, the Availability of  
Certain Amenities, and Security at Their 55+ Properties**

18 4.16 Defendants market their 55+ Properties as "luxury" or "resort style" apartment  
19 units for "seniors" and "mature adults." For example, Vintage at Mill Creek holds out that its  
20 "apartment homes [feature] spacious modern appliances including a full-size washer and dryer,  
21 microwave, twelve pace setting dishwasher, and more." Other advertisements promote "brand-  
22 new appliances" and "beautiful cabinetry" such as the advertisement for Cedar Pointe  
23 Apartments below.

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4 *THE LITTLE EXTRAS*

5 **That Make Life Easy**

6 Cedar Pointe aims to make every day easy and pleasant with thoughtful extras like  
7 dishwashers and built-in closet organizers for keeping tidy, plus a washer and dryer and  
8 cable hookups for comfort and convenience. Cooking is also a breeze thanks to your fully  
9 equipped kitchen with brand-new appliances and beautiful cabinetry.

10 Ready to take a look for yourself? **Set up a tour** of Cedar Pointe today.



11 4.17 Defendants also market the “luxury” nature of their properties, claiming the  
12 buildings have “resort-style” amenities. Vintage at Everett advertises that tenants will have  
13 access to “countless amenities” including “state of the art cardio and fitness center, entertainer’s  
14 clubhouse” and “sparkling pool and spa.” Vintage at Tacoma encourages tenants to imagine  
15 themselves “spending time with friends and family at the sundeck or the social room with lounge  
16 & kitchen.” Below, Vintage at Sequim advertises that tenants will experience  
17 “[m]aintenance-free living” with access to community amenities such as an arts and crafts room,  
18 library and computer room, beauty salon, media room, exercise room, billiard room, as well as  
19 controlled access.  
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# VINTAGE

— at Sequim —

*A Brand New 55+ Community  
Now Leasing!*

### *Apartment Amenities*


- ♦ Maintenance-free living
- ♦ Washer and dryers optional
- ♦ Homes include microwave, dishwasher, and garbage disposal
- ♦ All utilities paid (water, trash & electric)
- ♦ Elevator service

### *Community Amenities*

- ♦ Opportunity to meet new friends
- ♦ Fun and enjoyable activities
- ♦ Arts and crafts room
- ♦ Library and computer room
- ♦ Social room with fireplace & common kitchen
- ♦ Beauty salon
- ♦ Small pets welcome
- ♦ Downtown just 5 minutes away
- ♦ Close to Safeway, Costco, Walmart and restaurants
- ♦ Media room
- ♦ Exercise room
- ♦ Billiard room
- ♦ Controlled access

Income Restrictions Apply



Ph: [REDACTED] | Fax: [REDACTED] | 1009 Bracket Rd. | Sequim, WA 98382 | [www.vintageatsequim.com](http://www.vintageatsequim.com) 

4.18 Prospective tenants are led to believe that apartment buildings have functioning amenities and other various specialty rooms. Vintage at Tacoma advertises access to a computer room, movie theater, and a billiard room. The advertisement below states that Vintage at Everett has a social room with fireplace & common area kitchen, beauty salon, theater room, arts & crafts room, and a library and computer room.

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**VINTAGE**  
*at Everett*

**Affordable Senior Living!  
Call for Great Specials!**

**Community Features**

- Spacious 1 & 2 Bedroom Apartment Homes
- Fully Equipped Kitchens
- Washer/Dryer
- Deck/Patio
- Controlled Access
- Elevators
- Social Room with Fireplace & Common Area Kitchen
- Beauty Salon
- Exercise Room
- Indoor Pool and Spa
- Theater Room
- Arts & Crafts Room
- Fun Social Activities
- Library and Computer Room
- Billiard Lounge
- Mini Mart & Snack Bar
- Some Utilities Included
- Nearby Attractions Include the Everett Community Center, Parks, Tulalip Casino, the Everett Mall, Restaurants, Bowling, Theaters & more
- Easy Freeway Access
- Located Near Bus Line
- Pet Friendly\*

\*Restrictions Apply  
Income & Age Restrictions Apply

1001 East Marine View Drive | Everett | WA 98201  
vintage.everett@fpimgt.com  
Fax:  
**Ph:**

FPI Management, Inc.

19 4.19 Defendants also advertise that each of the five Properties at issue in this case are  
20 either “gated” or have “controlled access.” FPI claims that prospective tenants of Vintage at  
21 Sequim will “[f]eel safe and secure with alarms systems in each unit, a gated entrance, and  
22 security cameras throughout the community.” The advertisement below is from Cedar Pointe  
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1 Apartments and informs tenants that building amenities include “Controlled Access/Gated”  
2 entry.



A WELCOMING HOME BASE

## Community Amenities

- Clubhouse
- Fitness Center
- Business Center
- Media Room
- Recreation Room
- Yoga Studio
- Activities Room
- Craft Room
- Dining Room
- Social Room
- Outdoor BBQ & Seating Space
- Community Garden
- Putting Green
- Controlled Access/Gated

11 4.20 The reality is starkly different for seniors who rent units at the Properties. Upon  
12 moving in, many tenants find that their units are dirty, with broken microwaves, chronic water  
13 intrusion and leaks, mold, missing window screens, worn carpets, and torn kitchen flooring,  
14 among other issues. Some tenants are shown a “model” unit that is significantly nicer than the  
15 unit they ended up receiving. Other senior tenants spend several months attempting to bring their  
16 units up to the quality they were promised by Defendants.

17 4.21 For example, in January 2019 a Vintage at Everett tenant submitted a work order  
18 for moisture intrusion saturating the back wall of his kitchen. A maintenance inspection found  
19 that an adjacent unit had a small leak behind the dishwasher that “looks to have been going on  
20 for some time.” A photo showing the condition underneath the tenant’s kitchen sink is included  
21 below.

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A 2022 photo shows a disabled tenant’s torn linoleum floor where Vintage at Everett marketed “immaculate kitchens designed with the conveniences you’d expect.” The disabled tenant required a walker and used an oxygen tank. The torn linoleum remained unfixed for months, despite concerns brought to FPI that the condition of the floor presented an unsafe tripping hazard for the tenant.



1           4.22    One tenant at Vintage at Sequim moved into her unit in March 2020, and  
2 immediately reported to FPI a crack in her shower floor which later turned into a gap. Due to  
3 drainage issues, the tenant sprayed bleach inside the tub to combat mold and was forced to take  
4 showers in the building's communal bathroom once a week. By March 2023, her bathtub was  
5 still not fixed.

6           4.23    At Cedar Pointe Apartments a sprinkler pipe burst in January 2022, flooding up  
7 to 13 units. The units required extensive repairs, mold remediation, and structural drying. By  
8 April 2022, tenants reported dizziness, sinus infections, and respiratory infections requiring the  
9 need to be moved or transferred to other units. Cedar Pointe Apartments addressed the burst pipe  
10 by draining the sprinkler system to mitigate against future freezing, but this subsequently led to  
11 a fire code violation in November 2022 for non-functioning safety equipment.

12           4.24    In March 2019, a maintenance supervisor at Vintage at Mill Creek identified that  
13 8-10 units had patios which were taking water in near their support posts. At the time, the damage  
14 was relatively minimal, with some bubbling and peeling paint, but no visible cracks, gaps or  
15 splits. Three years later, FPI still had not fixed these problems, and they became significantly  
16 worse. An April 2021, a walk-through at Vintage at Mill Creek by a maintenance supervisor  
17 revealed at least 75 apartment patios with water intrusion damage creating structural issues,  
18 mold, and damaged ceilings. An example of the patio damage is included below.

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4.25 In early November 2022, a Vintage at Tacoma tenant reported a water leak into her kitchen. Plumbers tore into the wall but were unable to find the source of the water. Frustrated with FPI’s inaction, the tenant purchased her own pH testing kit in early December and determined the water was chlorinated and thus leaking from a pipe. Water continued leaking from beneath the stove, refrigerator, and saturated the wall behind her cabinets. At the end of December, FPI eventually learned that a broken main drainpipe was the source of the leak. By this time, the reporting tenant had unrepaired drywall. The open unrepaired drywall created

1 additional stress for the reporting tenant, because mice and rodents were living between the walls  
2 and floors throughout the building. FPI was aware that the unit directly above the reporting tenant  
3 had a “mice issue.” Photos below show the extent of the leak and mold in the adjoining apartment  
4 that shared a wall with the reporting tenant.



**Issue 6**



**Issue 7**



**Issue 8**

1           4.26   Despite Defendants’ promises of luxury buildings and resort-style amenities,  
2 tenants found these amenities either did not exist, were inoperable, or were inaccessible because  
3 they were locked. Gym equipment was broken. Theater rooms had broken projectors or missing  
4 televisions which were not replaced. Defendants locked tenants out of library, social, and other  
5 specialty rooms to prevent unauthorized use by trespassers. At Vintage at Everett, the pool was  
6 closed at least five times between March 2021 to October 2022, due to unsafe pH or disinfectant  
7 levels. Snohomish County inspections revealed that the pool’s toilet, showers, and sinks were  
8 not properly maintained, while inadequate ventilation caused mold growth on the walls and  
9 stairwell.

10           4.27   In December 2019, a padlock was removed from a cabinet door in Vintage at  
11 Tacoma’s media room, and televisions were stolen from both fitness and game rooms. In  
12 response, FPI’s community director removed a television from the social room, locked the media  
13 room, social room, and fitness rooms, and notified tenants that amenities would be closed from  
14 8pm to 8am to prevent further thefts. FPI decided to hold off on replacing missing equipment  
15 until they “resolved the security issues.” In November 2021, a tenant complained that the social  
16 room temperature was 66 degrees, the fireplace did not work, and a missing television had not  
17 been replaced. The community director responded that FPI was working with owners to fix the  
18 HVAC system, but they “do not have to replace these amenities or fix the fireplace.” In February  
19 2022, a tenant town hall was facilitated by FPI’s senior director, where tenants expressed the  
20 need for computers in the computer room so they could take care of their medical and social  
21 security needs. Meeting notes show tenants were then asked to make a choice whether theater  
22 equipment or computers were more important to them. By April 2022, a tenant questioned when  
23 amenities would be functional as the billiard room had been out of service for months due to an  
24 unspecified leak, the computer and business rooms had no computer, and the theater room had  
25 “long been out of service” due to stolen items. In July 2022, a tenant complained that both  
26

1 | sundeck balconies were unusable due to structural problems and pigeon feces. By October 2023,  
2 | a tenant complained that the 3<sup>rd</sup> and 4<sup>th</sup> floor sundeck balconies had been closed for years.

3 |         4.28 Properties are also not nearly as “secure” as Defendants represented they were in  
4 | advertising and during rental-sales pitches to prospective tenants. Many have no one monitoring  
5 | who is entering, which has led to trespassing, drug use, and theft on the premises. Tenants are  
6 | assigned a parking space as part of their monthly rent and fees. But FPI’s unsecured parking lots  
7 | experience frequent car prowling, vehicle theft, and vandalism.

8 |         4.29 For example, from May through July 2023, Vintage at Sequim had broken front  
9 | entry doors which would not lock. This allowed anyone to gain access into the building and  
10 | resulted in the women’s bathroom being vandalized with trash and feces, and residents reporting  
11 | trespassers wandering the hallways and stairwells at night.

12 |         4.30 For several years, Vintage at Everett’s unsecured, non-monitored parking lot, led  
13 | to a number of incidents where residents had their cars or catalytic convertors stolen. Incident  
14 | reports show police responding to trespassers, drug paraphernalia in the stairwell, and at least  
15 | one home burglary of a resident while they were sleeping.

16 |         4.31 Numerous tenants have reached out to Defendants requesting additional security  
17 | measures such as surveillance cameras or on-site security patrols. These requests were either  
18 | ignored or tenants are told there was “no budget” for additional security measures.

19 |         4.32 For example, in January 2020 a Vintage at Tacoma tenant pleaded for the  
20 | community director to encourage owners to install more cameras, step up security, and fix  
21 | broken entry gates. Despite being scared, the tenant acknowledged they could not move away  
22 | because they “[could not] afford anything out there[.]” In December 2021, a community director  
23 | informed FPI’s senior director that she had installed a Blink camera, but requested a camera  
24 | upgrade for the hallways, front door, compactor rooms, and trash chute rooms. A February 2022  
25 | town hall meeting was facilitated by FPI’s senior director where tenants were asked to “take  
26 | pictures or give [FPI] detailed information so [FPI] can write an incident report” when something

1 unusual happens. Tenants were then told FPI’s “long term goal” was to install a “camera system  
2 that has video and the capability to speak to intruders.” Tenants responded to FPI’s request for  
3 assistance. In May 2022, a tenant notified FPI that Tacoma Power could put up 140 watt lights  
4 at a cost of \$800 per year to better illuminate an area that had become a “magnet for drug  
5 activity[.]” In October 2023, another tenant suggested that the community director reach out to  
6 FPI’s corporate office to provide a budget to hire a security guard onsite from 11pm-7am to  
7 “stop car break-ins,” trespassers “[getting] into the building and [hiding] in stairwells, theft’s  
8 and sometimes confrontation[.]” There are no records to suggest Defendants installed a  
9 functional camera system, outdoor flood lights, or budgeted for on-site security patrols. The  
10 photo below was sent to FPI in September 2023. The photo, taken by a tenant reporting an  
11 “extreme amount of drug use” near the property, shows aluminum foil with burn marks scattered  
12 across the ground.





1           5.2     Unfair acts or practices in the conduct of any trade or commerce are unlawful  
2 under the CPA. RCW 19.86.020.

3           5.3     Defendants engaged and continue to engage in unfair and deceptive conduct in  
4 trade or commerce affecting Washington consumers by, among other things:

5                   5.3.1. Failing to disclose the manner in which tenants' monthly rent would be  
6                                 calculated or increased;

7                   5.3.2. Creating a deceptive net impression, through their advertising, marketing,  
8                                 and lease initiation practices, that tenants' rent is based on their personal  
9                                 income, rather than their county's AMI;

10                  5.3.3. Deceptively advertising units in their Properties as "luxury";

11                  5.3.4. Misrepresenting the "resort style" quality and availability of the amenities  
12                                 of their buildings;

13                  5.3.5. Deceptively representing that the Properties are "gated" have "controlled  
14                                 access" or feature other security measures; and/or

15                  5.3.6. Engaging in unfair business practices which are capable of substantially  
16                                 injuring consumers who could not have reasonably avoided the injuries.

17           5.4     These representations and omissions violate the CPA because they have the  
18 capacity to deceive consumers concerning their ability to afford the unit on a fixed income,  
19 purported safety, expectations of a unit and appliances in good working order, or access to  
20 popular amenities such as swimming pools or movie theaters.  
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1 DATED this 13th day of June, 2025.

2 Respectfully Submitted,

3 NICHOLAS W. BROWN  
4 Attorney General

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