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**STATE OF WASHINGTON  
SNOHOMISH COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
  
Plaintiff,

NO. 25-2-05474-31

CONSENT DECREE

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,

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FPI MANAGEMENT, INC.,  
  
Counterclaim-  
Plaintiff,

v.

STATE OF WASHINGTON,  
  
Counterclaim-  
Defendant.

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1 **I. INTRODUCTION AND PARTIES**

2 **1.1** The State of Washington (“State”), by and through its attorneys, Nicholas W.  
3 Brown, Attorney General, and Virak Anthony Thach, Emily C. Nelson, and Daniel Jeon, Assistant  
4 Attorneys General, filed this action against FPI Management, Inc. (“FPI”); Vintage Housing  
5 Holdings, LLC (“VHH”); Vintage at Everett 2, LP; Vintage at Mill Creek, LP; Vintage at Sequim,  
6 LP; and Vintage at Tacoma, LLC (excepting VHH, collectively, “Vintage Defendants”); AMCAL  
7 Multi-Housing, LLC; and AMWA Cedar Pointe Fund, LP (collectively, “AMWA”) (collectively  
8 with FPI and the Vintage Defendants, “Defendants”) to enforce the Washington Consumer  
9 Protection Act, RCW 19.86.020 (“CPA”).

10 **1.2** Except for Vintage Housing Holdings, LLC, Defendants are engaged in the  
11 ownership, rental, and/or management of affordable housing residential dwellings in Washington  
12 State.

13 **1.2.1** Defendant FPI Management, Inc., is a privately held California  
14 corporation that manages affordable and market rate housing throughout the U.S. Its  
15 principal place of business is located at 800 Iron Point Road, Folsom, CA 95630.

16 **1.2.2** Defendant Vintage Housing Holdings, LLC, is a limited liability  
17 corporation with an interest in each of the general partner entities with ownership  
18 interests in: Vintage at Everett 2, LP; Vintage at Mill Creek, LP; Vintage at Sequim, LP;  
19 and Vintage at Tacoma, LLC. Its principal place of business is located at 369 San Miguel  
20 Drive, Suite 135, Newport Beach, CA 92660.

21 **1.2.3** Defendant Vintage at Everett 2, LP, is a limited partnership that owns  
22 Vintage at Everett Apartments (also known as Vintage at Marine View Apartments)  
23 located at 1001 E Marine View Drive, Everett, WA 98201. Vintage at Everett 2, LP’s  
24 principal place of business is located at 369 San Miguel Drive, Suite 135, Newport  
25 Beach, CA 92660-7813. Vintage at Everett Apartments consists of 259 units and is  
26 advertised and marketed as a 55+ community.

1           **1.2.4** Defendant Vintage at Mill Creek, LP, is a limited partnership that owns  
2 Vintage at Mill Creek Apartments located at 4111 133rd Street SE, Mill Creek,  
3 WA 98012. Vintage at Mill Creek, LP’s principal place of business is located at 369 San  
4 Miguel Drive Suite 135, Newport Beach, CA 92660-7813. Vintage at Mill Creek  
5 Apartments consists of 220 units and is advertised and marketed as a 55+ community.

6           **1.2.5** Defendant Vintage at Sequim LP, is a limited partnership that owns  
7 Vintage at Sequim Apartments located at 1009 West Bracket Road, Sequim, WA 98382.  
8 Vintage at Sequim LP’s principal place of business is located at 369 San Miguel Drive  
9 Suite 135, Newport Beach, CA 92660-7813. Vintage at Sequim Apartments consists of  
10 118 units and is advertised and marketed as a 55+ community.

11           **1.2.6** Defendant Vintage at Tacoma, LLC, is a limited liability company that  
12 owns Vintage at Tacoma Apartments located at 4023 S Lawrence St, Tacoma,  
13 WA 98409. Vintage at Tacoma, LLC’s principal place of business is located at 369 San  
14 Miguel Drive Suite 135, Newport Beach, CA 92660-7813. Vintage at Tacoma  
15 Apartments consists of 231 units and is advertised and marketed as a 55+ community.

16           **1.2.7** Defendant AMWA Cedar Pointe Fund, LP (“AMWA”), is a limited  
17 partnership that owns Cedar Pointe Apartments located at 17309 40th Avenue NE  
18 Arlington, WA 98223. AMWA Cedar Pointe Fund, LP’s principal place of business is  
19 located at 30141 Agoura Road, Suite 100, Agoura Hills, CA 91301. Cedar Pointe  
20 Apartments consists of 255 units and is advertised and marketed as 55+ senior apartments  
21 in Arlington, WA.

22           **1.3** The State alleges that Defendants violated the CPA, RCW 19.86.020, by engaging  
23 in unfair and deceptive practices in trade or commerce, including but not limited to:

24           **1.3.1** Misrepresenting the circumstances in which tenants could expect a rental  
25 increase;



1 center, BBQ/picnic area, beauty salon, mini mart, yoga studio, community garden, and putting  
2 green.

3 **2.4 “Rental Property” or “Rental Properties”** means any property owned,  
4 constructed, operated, acquired and/or managed by the Vintage Defendants or AMWA, or in which  
5 VHH has an interest, in the State of Washington for the duration of this Consent Decree.

6 **2.5 “Specialty Rooms”** means the following advertised or marketed communal room  
7 accessible via a building’s common area and their advertised or marketed status: arts & crafts room,  
8 business center, computer room, library, media room, theater room, billiard room or lounge, game  
9 room, clubhouse, recreation room, private dining room, and social room.

10 **Wherefore, it is ORDERED, ADJUDGED, and DECREED as follows:**

11 **III. INJUNCTIONS**

12 **3.1** Defendants, their agents, employees, successors, and all other people in active  
13 concert or participation with them, are enjoined with respect to the rental of dwellings from:

14 **3.1.1** Representing or advertising that the Rental Properties are rent-restricted or  
15 have income limits without clearly disclosing that a tenant’s monthly rent may change at  
16 lease renewal based on factors such as annual changes to Area Median Income (“AMI”),  
17 market conditions, and the tenant’s personal income.

18 **3.1.2** Representing or advertising the luxury nature of Community Amenities or  
19 Specialty Rooms at the Rental Properties if that statement is not true or is deceptive.

20 **3.1.3** Representing or advertising that apartment units at the Rental Properties  
21 have brand new Apartment Unit Features if that statement is not true or is deceptive.

22 **3.1.4** Representing or advertising access to Community Amenities or Specialty  
23 Rooms at the Rental Properties if those Community Amenities or Specialty Rooms are  
24 known to have become unavailable, inoperable, non-existent, or not available in the  
25 condition advertised for a 45-day period.  
26



1 (“**Additional AMI Explanation**”) to tenants and prospective tenants of those Rental Properties  
2 that participate in the federal Low-Income Housing Tax Credit (“LIHTC”) program. The  
3 Additional AMI Explanation will be included in a revised LIHTC Addendum to the leases used  
4 by Defendants for LIHTC units at the Rental Properties.

5         **4.2** FPI will provide the Additional AMI Explanation to existing tenants at the Rental  
6 Properties at the time of each tenant’s LIHTC income recertification through execution of a  
7 revised lease that includes the revised LIHTC Addendum. Defendants will ensure that the  
8 property managers and/or agents executing said leases will alert tenants to the existence of the  
9 Additional AMI Explanation, explain it to them, and answer any questions tenants may have  
10 regarding the information it contains.

11         **4.3** Within thirty (30) days of entry of this Consent Decree, Defendants shall certify  
12 to the Office of the Attorney General that the Additional AMI Explanation is being utilized at  
13 the Rental Properties consistent with Paragraphs 4.1 and 4.2 and **Appendix A** to this Consent  
14 Decree.

15         **4.4** Upon entry of this Consent Decree, FPI agrees to add, and the Vintage Defendants  
16 and AMWA agree to ensure the addition of, an additional Notice containing language shown in  
17 the attached **Appendix B (“Additional Notice Re: Amenities”)** to its marketing materials for  
18 the Rental Properties.

19         **4.5** Within thirty (30) days of entry of this Consent Decree, Defendants shall certify  
20 to the Office of the Attorney General that the Additional Notice Re: Amenities has been added  
21 to all materials marketing and/or advertising for the Rental Properties, including those on third-  
22 party services or websites within Defendants’ control.

## 23         **V. PROPERTY CONDITIONS AND SECURITY IMPROVEMENTS**

24         **5.1** Within ninety (90) days of the entry of this Consent Decree, to the extent not already  
25 underway, the Defendants shall, subject to any delay due to pending insurance, permitting, or  
26 jurisdictional approvals, repair to working order any known and identified broken, defective, or

1 nonworking Apartment Unit Features, Community Amenities, or Specialty Room features at the  
2 Rental Properties, with repairs at the Rental Properties being funded by the relevant property owner.  
3 The repairs shall restore the amenities to good working order as advertised on FPI's websites, or on  
4 the website of any other property management service utilized by the Vintage Defendants or  
5 AMWA at the Rental Properties, on third-party websites within Defendants' control, or in other  
6 marketing materials.

7 **5.2** Within sixty (60) days of the entry of this Consent Decree, Defendants shall conduct  
8 a comprehensive review of all security measures and protocols at the Rental Properties, as well as  
9 all known or reported security incidents that have occurred since January 1, 2024. Based on that  
10 review, Defendants shall identify any persistent security issues at the Rental Properties and shall,  
11 where necessary, modify said security measures and protocols to minimize risk of unauthorized  
12 guests, trespassers, and other criminal activity in the Rental Properties, common areas, and parking  
13 lots. Subject to local police intervention over which Defendants have no control, Defendants shall  
14 implement those modifications within ninety (90) days of completion of the security review  
15 required by this paragraph.

## 16 **VI. POLICY DEVELOPMENT**

17 **6.1** Within sixty (60) days of the entry of this Consent Decree, Defendants shall submit  
18 policies to address the following matters at the Rental Properties. The Office of the Attorney  
19 General will review and approve, or request changes, to the proposed policy language within thirty  
20 (30) days of submission. Policies shall be adopted within fourteen (14) days of their approval, and  
21 must address the following:

22 **6.1.1 Rent** - Revise all relevant policies to ensure effective implementation of the  
23 Notice requirements contained in Paragraphs 4.1 and 4.2.

24 **6.1.2 Security** - Revise all relevant policies to ensure effective implementation of  
25 the security measure and protocol modifications identified in Paragraph 5.2.  
26





1           **8.2**     The payment shall be made by wire transfer. The Office of the Attorney General  
2 shall provide instructions for the wire transfer within seven (7) days of the date of entry of this  
3 Consent Decree.

4           **8.3**     The Office of the Attorney General will make reasonable efforts to locate  
5 individuals who may be entitled to payment from the Settlement Fund. To assist the Office of the  
6 Attorney General with its efforts to locate individuals who it believes may be entitled to payment  
7 from the Settlement Fund, for a period of twelve (12) months following the Effective Date,  
8 Defendants will, through counsel, and upon request from the Office of the Attorney General,  
9 provide the Office of the Attorney General with tenancy records and contact information for tenants  
10 at the Rental Properties within 45 days of such request. The Office of the Attorney General shall  
11 take reasonable steps to protect such tenant information from public disclosure and otherwise  
12 prevent the dissemination of personally identifiable information in compliance with applicable state  
13 and federal law.

14                           **IX.     DEDICATED CAPITAL EXPENDITURES**

15           **9.1**     Over a four-year period starting upon entry of this Consent Decree, the Vintage  
16 Defendants will spend \$4,500,000 in capital expenditures (the “Capital Expenditures”), as detailed  
17 below, at the Vintage at Everett, Vintage at Mill Creek, Vintage at Sequim, and Vintage at Tacoma  
18 Rental Properties (the “Vintage Rental Properties”) collectively. The Capital Expenditures shall be  
19 calculated, implemented, and documented as follows:

20                   **9.1.1**   The total spent each calendar year implementing Paragraphs 9.2.1—9.2.4  
21 shall be called the “Yearly Total.” The Yearly Total includes Capital Expenditures made  
22 collectively at the Vintage Rental Properties. The Yearly Total shall exclude any  
23 expenditures made by the Vintage Defendants to comply with Paragraphs 5.1—7.3 of this  
24 Consent Decree.

25                   **9.1.2**   The Vintage Defendants will be deemed to comply with the requirements of  
26 this Section if the sum of the four annual Yearly Totals is greater than or equal to the Capital

1 Expenditures. Subject to the expectation that expenditures for purposes provided in Sections  
2 9.2.1—9.2.4 constitute Capital Expenditures, within sixty (60) days of receipt of the Vintage  
3 Defendants’ annual report provided under Paragraph 10.3, the Office of the Attorney  
4 General shall determine whether a Capital Expenditure will be credited towards the Yearly  
5 Total and will inform the Vintage Defendants of that determination. The inability to make  
6 this determination and/or inform the Vintage Defendants of the determination within 90  
7 days does not constitute waiver of the Attorney General’s authority to enforce this Consent  
8 Decree. Upon reaching the credited Yearly Total sum of \$4.5 million in Capital  
9 Expenditures, the Vintage Defendants’ expenditure and reporting obligations under this  
10 Section shall cease.

11 **9.2** The Capital Expenditures made for purposes of complying with this section shall be  
12 for one or more of the following purposes as provided in Paragraphs 9.2.1—9.2.4. Capital  
13 Expenditures include costs for hard assets and related soft costs (such as architecture, engineering,  
14 permits, and fees) of \$500 or more and with a useful life of more than one year. Capital Expenditures  
15 do not include general maintenance.

16 **9.2.1** The addition of new Community Amenities and/or Specialty Rooms at the  
17 Vintage Rental Properties. New Community Amenities and/or Specialty Room additions  
18 that constitute Capital Expenditures for purposes of this Section may also include, without  
19 limitation, playground equipment; and electric vehicle charging stations.

20 **9.2.2** Improvements to existing Community Amenities and/or Specialty Rooms  
21 at the Vintage Rental Properties. Improvements that constitute Capital Expenditures for  
22 purposes of this Section include, without limitation the following in common areas:  
23 computers and audio visual equipment; playground equipment; remodeling swimming pool  
24 and updating pool equipment; improvements to outdoor common spaces (hardscape and  
25 softscape) for the use and enjoyment of building residents (including patios, pathways, or  
26 BBQs); updated security systems and equipment (including gates, controlled entry, access

1 systems, and cameras) separate and apart from any improvements required by Paragraph  
2 5.2 of this Consent Decree; windows, HVAC replacement and upgrades; elevator  
3 replacement and upgrades; and carport and garage upgrades or replacement; solar and other  
4 energy efficiency upgrades.

5 **9.2.3** The addition of new Apartment Unit Features to the apartments of tenants  
6 residing at the Vintage Rental Properties as of the date of entry of this Consent Decree.  
7 Apartment Unit Features that constitute Capital Expenditures for purposes of this Section  
8 include, without limitation: prospective ADA accessibility additions and updates not made  
9 in response to the needs or request of an individual tenant, or required by state or federal  
10 law; carpet or flooring replacement; cabinet replacement; countertop replacement;  
11 appliance replacement; window coverings; plumbing fixtures; and new lighting.  
12 Expenditures made for the purpose of remedying normal wear and tear between tenancies  
13 do not constitute Capital Expenditures for purposes of this Section.

14 **9.2.4** If the addition of any new Apartment Unit Feature requires or results in  
15 structural disturbances within the apartment unit of any tenant for more than two  
16 consecutive days, the Vintage Defendants shall provide the impacted tenant the option of  
17 either receiving rent credits on a prorated basis or, subject to availability, being temporarily  
18 relocated to another available unit in the Rental Property of comparable quality until the  
19 addition is complete. If the tenant selects rent credits, the amount shall be applied to the  
20 following month's rent and will reflect the monthly rent prorated to the number of days  
21 required for the addition of the new Apartment Unit Feature. If the tenant selects temporary  
22 relocation to another unit in the Rental Property, the Vintage Defendants will offer to assist  
23 the tenant with moving their belongings into and out of the temporary unit. This Paragraph  
24 does not apply to repairs caused by or required due to a tenant's conduct.

25 **9.3** Within ten (10) days of the entry of this Consent Decree, the Vintage Defendants  
26 shall provide the Office of the Attorney General with budgets reflecting anticipated Capital

1 Expenditures at the Vintage Rental Properties for 2026. Thereafter, the Vintage Defendants will  
2 provide the Office of the Attorney General with anticipated Capital Expenditure budgets within  
3 thirty (30) days of the beginning of each calendar year (January 1).

4 **9.4** If the Vintage Defendants transfer ownership of all Vintage Rental Properties prior  
5 to making the Capital Expenditures required by this Section, the Vintage Defendants must pay the  
6 remaining balance of the Capital Expenditures to the Office of the Attorney General in a one-time  
7 lump sum payment within fourteen (14) days of the transfer of ownership of the final Rental  
8 Property. The sale or transfer of a Vintage Rental Property to another legal entity in which the  
9 Vintage Defendants continue to have a material ownership interest does not constitute a sale or  
10 transfer under this Section. In the event of such a sale or transfer to another legal entity in which the  
11 Vintage Defendants continue to have a material ownership interest, the Vintage Rental Property  
12 shall continue to be subject to this Section, and capital improvements shall continue to be included  
13 in the calculation of Capital Expenditures.

14 **9.5** The Vintage Defendants shall not use any grant funds received from the Washington  
15 State Housing Finance Commission for expenditures related to their fulfillment of the Capital  
16 Expenditures. This Consent Decree does not limit the Vintage Defendants' ability to secure bond  
17 financing from the Washington State Housing Finance Commission and does not limit the Vintage  
18 Defendants' use of bond financing.

19 **9.6** Defendants shall not attempt to recoup any of the funds paid for Capital  
20 Expenditures through the imposition of additional rent, fees, fines and/or charges to the current or  
21 future residents of the Vintage Rental Properties. Nothing in this paragraph shall prohibit  
22 Defendants from increasing rent for other purposes, in accordance with state and federal law.

23 **X. RECORDKEEPING, REPORTING AND DOCUMENT RETENTION**  
24 **REQUIREMENTS**

25 **10.1** For the duration of this Consent Decree, Defendants shall preserve all records  
26 related to their obligations under Sections IV (Notice), V (Property Conditions and Security

1 Improvements), VI (Policy Development), VII (Training), and IX (Dedicated Capital Expenditures)  
2 of this Consent Decree in a centralized location, whether in paper or electronic form.

3 **10.2** Within one (1) year of the entry of this Consent Decree, and every one (1) year  
4 thereafter on the anniversary of this Consent Decree for the duration of this Consent Decree,  
5 Defendants shall deliver to the Office of the Attorney General executed copies of **Appendix C** and  
6 **Appendix D**, to the extent not previously provided.

7 **10.3** The Vintage Defendants must provide an annual report to the Office of the Attorney  
8 General within thirty (30) days of the conclusion of the calendar year (December 31) until the  
9 Capital Expenditures requirement of this Consent Decree has been met. The report shall be verified  
10 by an authorized representative on behalf of the Vintage Defendants and shall document, in detail,  
11 how funds were expended toward the Capital Expenditures identified and calculated in accordance  
12 with Section IX.

13 **10.4** During the term of the Consent Decree, and upon reasonable notice to counsel for  
14 Defendants, representatives of the Office of the Attorney General shall be permitted to access,  
15 inspect, and/or copy all records maintained pursuant to Paragraphs 10.1—10.3.

## 16 **XI. ENTRY AND DURATION**

17 **11.1** This Consent Decree shall be in effect for a period of four (4) years from the date of  
18 its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its  
19 terms, after which time the case shall be dismissed with prejudice.

20 **11.2** Violation of any of the terms of this Consent Decree shall constitute a violation of  
21 an injunction for which the Attorney General may, upon a judicial determination that a violation  
22 has occurred, seek civil penalties up to \$125,000 per violation pursuant to RCW 19.86.140 and/or  
23 such other remedies as may be provided by law.

24 **11.3** In the event the State believes there is a violation of the Consent Decree, prior to  
25 moving the Court to enforce the Consent Decree, the State shall provide Defendants with notice  
26 and an opportunity to cure a violation within fifteen (15) days.



1 create, waive, or limit any action brought by any state agency other than the Office of the  
2 Attorney General.

3 **12.4** Unless otherwise noted, nothing herein shall be construed to limit or bar any other  
4 person from pursuing other available remedies against Defendants. This Consent Decree does  
5 not create any private right, cause of action, or remedy for any third party with respect to the acts  
6 and practices covered herein.

7 **12.5** All notice required to be given under this Consent Decree shall be directed as  
8 detailed below. Notice is effective upon confirmed receipt of the communication via electronic mail,  
9 upon confirmation of physical delivery and receipt, or three (3) days after the date of postage prepaid  
10 first-class mail, whichever occurs first.

11 If to the State:	Office of the Attorney General Attn: Wing Luke Civil Rights Division 800 Fifth Avenue, Suite 2000 Seattle, WA 98014-3188
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 If to FPI Management, Inc.,:	<i>Trackable delivery to:</i>  FPI Legal Department 800 Iron Point Road Folsom CA 95630;  <i>or</i>  Corporation Service Company MC CSCI 300 Deschutes Way SW, Suite 208 Tumwater, WA 98501  <i>With email and first class mail copy to:</i>  Wilke Fleury, LLP Attn: George Guthrie 621 Capitol Mall, #900 Sacramento, CA 95814 <a href="mailto:gguthrie@wilkefleury.com">gguthrie@wilkefleury.com</a>  Cairncross & Hempelmann, P.S. Attn: Binah Yeung 524 2nd Ave, Suite 500 Seattle, WA 98104 <a href="mailto:byeung@cairncross.com">byeung@cairncross.com</a>

<p>1 If to Vintage Housing Holdings, LLC;  2 Vintage at Everett 2 Partners, LLC;  3 Vintage at Mill Creek, LP; Vintage at  4 Tacoma, LLC; Vintage at Sequim  5 Partners, LLC:</p>	<p><i>Trackable delivery to:</i></p> <p>Vintage Housing  369 San Miguel Drive, Suite 135  Newport Beach, CA 92660;</p> <p><i>or</i></p> <p>Paracorp Incorporated  106 5th Ave SE  Olympia, WA 98501</p> <p><i>With email and first-class mail to:</i></p> <p>Stoel Rives, LLP  Attn: Joseph McCarthy  600 University Street, Suite 3600  Seattle, WA 98101  <a href="mailto:joseph.mccarthy@stoel.com">joseph.mccarthy@stoel.com</a></p>
<p>11 If to AMWA Cedar Point Fund, LP:</p>	<p><i>Trackable delivery to:</i></p> <p>Percival Vaz  AMWA Cedar Pointe Fund, LP  30141 Agoura Road, #100  Agoura Hills, CA 91301-2020;</p> <p><i>and</i></p> <p>Bocarsly Emden Cowan Esmail &amp;  Arndt, LLP  Attention: Craig A. Emden  4800 Hampden Lane, Suite 200  Bethesda, MD 20814</p> <p><i>or</i></p> <p>Paracorp Incorporated  106 5th Ave. SE  Olympia, WA 98501</p>

21 **12.6** The Court’s entry of this Consent Decree shall operate to administratively close this  
22 case. The Parties agree that any disputes or enforcement actions relating to this Consent Decree  
23 may be brought before this Court, which shall retain jurisdiction over the subject matter herein.

24 Approved on this \_\_\_\_ day of \_\_\_\_\_, 2026.

25 \_\_\_\_\_  
26 JUDGE/COURT COMMISSIONER

1 **Presented by:**

2 NICHOLAS W. BROWN  
3 Attorney General


4 

5 EMILY C. NELSON, WSBA #48440  
6 VIRAK ANTHONY THACH, WSBA #50004  
7 DANIEL J. JEON, WSBA #58087  
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15 [daniel.jeon@atg.wa.gov](mailto:daniel.jeon@atg.wa.gov)

16 **Agreed to and approved for entry by:**

17 

18 VANESSA SORIANO POWER, WSBA #30777  
19 ALISSA N. HARRIS, WSBA #59368  
20 Stoel Rives, LLP  
21 600 University St, Suite 3600  
22 Seattle, WA 98101-3197  
23 (206) 386-7553  
24 [vanessa.power@stoel.com](mailto:vanessa.power@stoel.com)  
25 [ali.harris@stoel.com](mailto:ali.harris@stoel.com)  
26 *Attorneys for Defendants*  
*Vintage Housing Holdings, LLC*  
*Vintage at Everett 2 Partners, LLC*  
*Vintage at Mill Creek, LP*  
*Vintage at Sequim Partners, LLC*  
*Vintage at Tacoma, LLC*

27   
28 BINAH B. YEUNG, WSBA #44065  
29 AMY H. YOON, WSBA #58102  
30 EMINA S. DACIC, WSBA #60607  
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32 524 2<sup>nd</sup> Ave, Suite 500  
33 Seattle, WA 98104-2323  
34 (206) 587-0700  
35 [byeung@cairncross.com](mailto:byeung@cairncross.com)  
36 [ayoon@cairncross.com](mailto:ayoon@cairncross.com)  
37 [edacic@cairncross.com](mailto:edacic@cairncross.com)  
38 *Attorneys for Defendant*  
39 *FPI Management, Inc.*

1 

2 MARK THOMPSON, WSBA #29730

3 Mix Sanders Thompson  
4 1601 5th Ave, Suite 1800  
5 Seattle, WA 98101-3623  
6 (206) 678-1000

7 [mark@mixsanders.com](mailto:mark@mixsanders.com)

8 *Attorney for Defendant*

9 *AMWA Cedar Pointe Fund, LP*

1 **APPENDIX A**  
2 **ADDITIONAL AMI EXPLANATION RE. MONTHLY RENT**

3 This building participates in the Low-Income Housing Tax Credit Program.

4 Under the program, certain units are set aside for households earning less than the applicable  
5 income limit for the unit. The rents charged for those units may not exceed a maximum rent set by  
6 the United States Department of Housing and Urban Development (HUD), based on the area  
7 median income (AMI). **As AMI increases, the potential maximum rent increases. This means**  
8 **that your personal rent may increase even if your household income has not changed.**

9 HUD determines AMI annually, based on household income and size. The AMI for larger  
10 households—and the chargeable rent limit—is higher for larger units.

11 The maximum rent for a LIHTC unit is 30% of the income limit for that unit.

12 The maximum rent changes each year as HUD publishes new area median incomes.

13 **Your rent may increase as the maximum rent increases, even if your household income has**  
14 **not changed.**

**APPENDIX B**  
**ADDITIONAL NOTICE RE. AMENITIES**

The availability of certain amenities may be affected by ongoing preventative maintenance and necessary repair work.

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1 APPENDIX C  
2 ACKNOWLEDGEMENT OF RECEIPT OF CONSENT DECREE

3 I acknowledge that on \_\_\_\_\_, 20\_\_\_\_\_ I was  
4 provided copies of the Consent Decree entered by the Court in *State of Washington v. FPI*  
5 *Management Inc. et al*, Civil Action No.: 25-2-05474-31 (Snohomish County Superior Court)  
6 and adopted by Defendants pursuant thereto. I have read and understand these documents and  
7 have had my questions about these documents answered. I understand my legal responsibilities  
8 and shall comply with those responsibilities.

9  
10 \_\_\_\_\_  
Signature  
11 \_\_\_\_\_  
Print Name  
12 \_\_\_\_\_  
Job Title/Position  
13 \_\_\_\_\_  
Apartment Building Name  
14 \_\_\_\_\_  
Date  
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**APPENDIX D**  
**EMPLOYEE TRAINING AND ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received  
\_\_\_\_\_ minutes of in-person policy development training  
concerning rent, leases, security, and repairs provided by \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Apartment Building Name

\_\_\_\_\_  
Date

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