

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**

FRANCINE McCUMBER, ET AL.

Plaintiffs,

v.

INVITATION HOMES, INC., a Maryland
corporation

Defendant.

Case No. 3:21-cv-02194-B

Judge Jane J. Boyle

**COMBINED DECLARATION OF ALEX TOMASEVIC IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEY'S FEES, COSTS,
AND CLASS REPRESENTATIVE SERVICE AWARDS**

I, Alex Tomasevic, declare:

1. I am an attorney at law duly licensed to practice before all the court of the State of California, the Central, Eastern, Northern, and Southern District Courts of California, the Ninth Circuit Court of Appeals, and U.S. Supreme Court. I am admitted here *Pro Hac Vice*. I am a Partner at the law firm of Nicholas & Tomasevic, LLP, counsel of record for Plaintiffs and the certified Classes in this matter. I am familiar with the facts of this case and if called upon as a witness, I could testify to the following facts based on my own personal knowledge. I make this combined declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement as well as Plaintiffs' Motion for Attorney's Fees, Costs, and Class Representative Service Awards.

Background

2. Nicholas & Tomasevic, LLP (“N&T” or “Class Counsel”) has extensive experience handling class actions—consumer class actions in particular—which has been half or more of the work we perform, and the majority of the work I have performed for 17+ years.

3. N&T's experience includes, but is not limited to, state and federal court certification of class action cases for purposes of trial and for settlement in a variety of contexts, including unfair competition, false advertising, and other consumer protection cases including, specifically, litigation of class-wide claims by tenants against landlords for unfair practices and excessive fees.

4. I was admitted to the California Bar in 2006 after graduating *Cum Laude* from the University of San Diego School of Law. I have been selected as a Thomson Reuters “Super Lawyer” from 2018-2024 in the field of Class Actions and Mass Torts. Previously, I was recognized as a Thomson Reuters “Rising Star” in the field as well as part of the San Diego Business Journal's “Best of the Bar.”

5. I have tried certified class actions to conclusion and litigated many more, having helped recover billions of dollars for class members over the years. In fact, my most recent class action trial, completed in the summer of 2023, was on behalf of a certified class of over 100,000 tenants of Equity Residential, an owner of apartment homes, where the Plaintiffs and the Classes certified there brought similar claims challenging Equity's late fees. We completed a multi-week trial in that matter, in the Northern District of California. On the Plaintiffs' side alone, we spent millions in upfront costs to get through trial, especially expert costs, and the case turned, in part, into a complicated battle of several experts. Aaron Winn, Esq. – counsel for Defendant here – represented Equity in that other matter, including at our multi-week trial.

6. I have also defended class actions and arbitrated class, collective, and mass actions.

7. Some of my other recent personal class action experience includes, earlier this year, recovering over \$120 million, on behalf of a class of California citizens, in *Ludlow et. al. v. Flowers Foods, Inc., et al.*, Case No. 3:18-cv-01190 (S.D. Cal.).

8. Our experience also includes litigating *Moyle v. Liberty Mutual* and recovering over \$30 million in benefits against Liberty Mutual on behalf of Liberty Mutual employees in a class action settlement also approved by the United States District Court, Southern District of California.

9. Also, in 2018 we helped recover over \$25 million for consumers against Procter & Gamble for unfair competition and related claims related to their marketing and sale of certain dietary supplements.

10. In 2021, we recovered over \$16 million in back wages and penalties for workers engaged by Matco Tools corporation in a misclassification action litigated and resolved in the Northern District of California.

11. We also obtained court approval of a class action settlement in *Loera v. Akal*, a California Superior Court case also involving employee rights issues. This case settled after the first phase of trial and the employees were ultimately awarded about \$10 million in damages.

12. We have also been on the counsel teams representing and recovering on behalf of plaintiffs in several large consumer and antitrust MDL cases, including *In re Payment Card Interchange Fee Litigation* (\$5.4 Billion recovered); *In re Lithium Ion Batteries Antitrust Litigation* (\$113 million recovered); and others.

13. We were also counsel of record, having briefed and appeared before the United States Supreme Court in the landmark 2011 case of *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, and have a lengthy history of fighting for consumer rights, and against forced private arbitration, in the class action context, having litigated this landmark case and related cases.

14. I currently serve as lead class counsel or co-lead class counsel in several certified class actions, including consumer cases. For example, after a contested but successful motion for class certification, we were appointed as class counsel for a class of over 100,000 tenants, as mentioned above, in a very similar case for excessive late rent fees in *Munguia-Brown, et al. v. Equity Residential, et al.* (N.D. Cal Case No. 16-cv-01225).

15. We are also currently serving as class counsel in *Salinas v. The Cornwell Quality Tools Co.* (C.D. Cal. Case No. 19-cv-02275) (worker misclassification) and *Galindo v. Snap-On* (same). We are also currently serving as appointed class counsel in several other large consumer class actions such as *Farley v. Lincoln Benefit Life Co.*, (E.D. Cal. No. 20-cv-02485-KJM-DB) (over 37,000 class members suing their life insurance company); and *Small v. Allianz Life Insurance Co. of North America* (C.D. Cal. No. 20-cv-01944-TJH-KES) (over 1700 class members pursuing

similar theories). I, and my colleagues at N&T, have been found to be adequate class counsel in every case that we have ever sought to be deemed as such – in more than 50 matters.

16. I have written and spoken on class action litigation and developments, including on behalf of the San Diego Bar Association, and have closely followed legal developments in the area.

17. I believe my team's background demonstrates its ability to effectively litigate class actions and appropriately value their worth. Some of my background is summarized above. Next, Partner Craig M. Nicholas received his Juris Doctor in 1995 with *cum laude* honors from the University of Arizona College of Law, where he served as Note & Comment Editor of the Arizona Journal of International and Comparative Law. He completed his undergraduate education at the University of California at San Diego, where he graduated *cum laude* with a BA in political science in 1992. Mr. Nicholas was a partner at the antitrust and business litigation law firm of Wright & L'Estrange from 2002-2004, recognized by San Diego Magazine as one of the leading antitrust law firms in San Diego, before founding the predecessor to Nicholas & Tomasevic LLP to offer client services on a larger platform. Mr. Nicholas is a former member of the Board of Directors of the William Enright Inn of Court. Mr. Nicholas served as the President of the California Young Lawyers Association for the State Bar of California in 2003-2004 and represented San Diego County in the Association from 2001-2003. Mr. Nicholas has given seminars on expert witness law in California and civil litigation matters. Mr. Nicholas has been selected by *SuperLawyers* magazine as one of the Top 50 attorneys in San Diego. The San Diego Attorney Journal honored Mr. Nicholas as Attorney of the Month in June 2012. In 2013, The San Diego Daily Transcript identified Mr. Nicholas as a Top Attorney in Corporate Litigation. In 2009, *The San Diego Daily Transcript* identified Mr. Nicholas as one of the top 25 corporate litigators in San Diego County.

18. Shaun Markley, Esq. is also a Partner with the firm. He has been practicing since 2013 and is a graduate of The Ohio State University's Moritz College of Law. While at Ohio State, Mr. Markley was an Academic Merit Scholar and received the CALI Award for Excellence in Professional Responsibility. Mr. Markley has been instrumental in securing several hard-fought, large class action settlements to recover damages from defendants in the retail, technology, and automotive sectors. Mr. Markley has been selected as a "Rising Star" by Thompson Reuters' *SuperLawyers*.

19. Ethan Litney, Esq. is a former Associate with N&T. He has been practicing since January of 2014. He is a graduate of the UC Davis School of Law and while there received the Witkin Award for Academic Excellence and was part of the Davis Public Service Law Program and Pro Bono Program. Before joining the firm, Mr. Litney was an Associate with Casey Gerry Schenck Francavilla Blatt & Penfield, LLP, where he represented plaintiffs in state and federal courts in numerous class action, complex, and multi-district litigation matters. Mr. Litney's work at N&T focused on the areas of class action consumer and employment litigation and arbitration. Like other members of the firm, he had a particular emphasis on landlord-tenant and similar claims.

20. Jake Schulte, Esq. is a Senior Associate with N&T. He received his J.D. from California Western School of Law in San Diego where he was an Associate Editor on the Law Review and an Appellate Member, where he competed in national competitions. Before joining N&T in 2018, Mr. Schulte worked for a well-known boutique litigation firm in San Diego defending companies in various matters. Since joining us, Mr. Schulte has represented numerous Plaintiffs in consumer and employment class actions, and has helped us recover millions for consumers, tenants, and workers throughout the state.

21. Jordan Belcastro, Esq. is an Associate with N&T. He received his J.D. from The Ohio State University's Moritz College of Law in 2019. While there, he was a Managing Editor on The Ohio State Law Journal. Before joining N&T, Mr. Belcastro was an Associate at another local firm where he focused on education and employment law, representing the State's largest public educational institutions in matters including workplace investigations, labor relations, and discrimination claims. Since joining N&T, Mr. Belcastro has represented numerous Plaintiffs in landlord-tenant class actions, having helped us recover millions for consumers, tenants, and workers throughout the state.

22. Also, and as we have demonstrated repeatedly in the past, the attorneys of N&T have the commitment to see class actions through trial and recovery, including the financial and other resources necessary to adequately and vigorously litigate these types of claims.

The Litigation

23. A true and correct copy of the Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

The Allegations

24. Defendant¹ operates in multiple States and rents out single-family residences. When tenants pay rent late (i.e., if not within a few days after the first of the month), Defendant assesses standard late charges under the lease – predominantly either a \$95 flat fee, or 10% of

¹ INVH was once privately held by New York's Blackstone Group. Blackstone took Invitation Homes public in February 2017. By that time, another large home rental firm—Waypoint Homes—had already merged with another—Colony Starwood—in 2016, to create “Starwood Waypoint Homes.” Invitation Homes then merged with the new Starwood Waypoint Homes entity in November 2018 to create the current defendant: Invitation Homes, Inc. (NYSE: INVH). As I correctly state in the papers, this history created many interesting and complicated points of disagreement regarding, e.g., what entity was really responsible for the complained-of behavior, whether particular plaintiffs or class members had “standing” to sue this Defendant, etc.

monthly rent depending on the lease version. Plaintiffs allege that these late fees are excessive and amount to illegal penalties under the statutory and/or common laws of their state.

25. More specifically, Plaintiffs allege that INVH's fees are all illegal for the same reason. In all the relevant states, while landlords may institute appropriate "liquidated damages" provisions under certain circumstances, including the late payment of rent, they generally may only do so if: (a) it would be extremely difficult or infeasible to calculate actual damages from the late payment; *and* (b) the liquidated damages are a reasonable amount in light of the anticipated or actual harm. *See, e.g.*, Restatement (Second) of Contracts § 356(1) (the "Restatement"); Cal. Civ. Code § 1671(d); U.C.C. § 2-718(1). Most states, including all the states represented in this case, have adopted the Restatement into their common law or otherwise codified a statute similarly differentiating lawful liquidated damages provisions from unlawful late fee penalties.

26. Plaintiffs generally alleged that INVH's fees bare no reasonable relation to the alleged "damage" suffered by INVH, if any, arising from waiting a bit of time for the rent payment. Most of the time, Plaintiffs posited, there is *zero* damage to INVH from any late payments because the amounts due are usually paid within a couple of days of the due date. Moreover, INVH has allegedly never attempted to conduct any analysis or "reasonable endeavor" to set the fee, often just picking arbitrary amounts to charge. At issue here are Defendant's late rent charges to tenants in Arizona, California, Colorado, Florida, Georgia, Illinois, Nevada, North Carolina, Tennessee, Texas, and Washington.

Procedural History

27. This case was originally filed in the Northern District of California by plaintiff Jose Rivera, only, on May 25, 2018. Mr. Rivera resided in one of Defendant's California rental homes. In August of 2018, the remaining Plaintiffs joined Mr. Rivera in his California action and, in

general, asserted claims under each of their respective states' laws. Eventually, however, the Northern District of California dismissed the claims of the non-resident tenants for lack of specific jurisdiction over their out of state claims. Those out-of-state plaintiffs (i.e., all of them except for Mr. Rivera) then re-filed, together, in federal district court in Maryland – INVH's state of incorporation. That Maryland action, though, was transferred, in September of 2021, here to Dallas and this Court. Dallas is where INVH's headquarters sit. *See* Dkt. No. 31.

28. We continued to conduct discovery and litigate the *Rivera* case in California, eventually filing his Motion for Class Certification. Defendant opposed and Plaintiff replied. The Northern District of California ruled on the fully briefed motion, however, by dismissing Mr. Rivera's claims on jurisdictional grounds and never ruling on the Rule 23 factors. Mr. Rivera eventually re-joined his original co-plaintiffs in this Court. *See* Dkt. No. 93 (Amended Complaint adds Mr. Rivera). We have always represented all plaintiffs in all cases.

29. Defendant denies all material allegations and has always vigorously defended all actions against it brought by these plaintiffs. For example, Mr. Rivera's California action included multiple motions to dismiss. Here, after Plaintiffs amended their complaint again in January of 2022, Defendant filed a Motion to Dismiss specifically targeting each claim from each state. Dkt. No. 58. The Court granted Defendant's motion in part and denied it in part. Dkt. No. 65. We thereafter filed a Second Amended Complaint, Dkt. No. 66. Defendant then timely moved to dismiss that Amended Complaint. Dkt. No. 69. Defendant's new motion to dismiss was fully briefed when the parties went to their most recent mediation and reached a settlement.

Counsel's Investigation and Discovery

30. Prior to filing the suit, and continuing through the course of the litigation, we conducted an extensive investigation into the factual and legal issues raised in this case. These

investigative efforts included reviewing voluminous federal filings by Defendant, including SEC filings, as well as filings in states Defendant operated in or owned rental properties. We, of course, also spent hours upon hours talking with the 11 named plaintiffs themselves and reviewing and analyzing their circumstances and documents. We also searched for, identified, and interviewed numerous additional current and former tenants of Defendant, nationwide, speaking with them about their experiences and compiling their supporting data and documents. As might be expected when dealing with 11 named plaintiffs to start, their referrals and contacts ballooned into contacts with many additional witnesses whose experiences were catalogued and fact-checked, and their documents gathered and analyzed.

31. We also thoroughly researched and analyzed the legal issues regarding all claims which, naturally, involved the analysis of 11 states' laws, including each of their consumer protection statutes and their decisional law, and Defendant's defenses and potential defenses.

32. Moreover, the parties have conducted extensive discovery, making them very well-informed about the relative strengths and weaknesses of their respective positions, and providing them with information needed to negotiate the proposed Settlement. Plaintiffs served and Defendant responded to multiple sets of written discovery requests, including Interrogatories and Document Requests. Eventually each named Plaintiff served their own discovery requests and Defendant responded. Also, and after the entry of a protective order, Defendant produced and Class Counsel reviewed about 10,000 additional pages of printable documents, but more material in the form of electronic data. All told, we received and analyzed data concerning over 133,200 tenancies and 909,000 potentially relevant charges. We also deposed Defendant's Portfolio Director.

The Lengthy and Multi-Phased Settlement Discussions

33. The parties attended their first mediation in January of 2020. The case did not settle that day, but the parties continued to negotiate on a class-wide basis for a while thereafter with the assistance of the mediator (Martin Quinn, Esq., of JAMS), including by exchanging additional post-mediation settlement briefs. While that mediation and ensuing negotiations carried the benefit of forcing the parties to prepare and have serious good-faith discussions about the strengths and weaknesses of their case, the talks eventually stalled, and the case did not settle. The parties continued to litigate.

34. After more than two years of additional litigation and discovery, the parties agreed to attend mediation again in August of 2022 before the Honorable Jeff Kaplan (Ret.). The parties spent a whole day negotiating with Judge Kaplan's assistance. The parties did not then reach agreement on their own, but rather, at the end of the day, Judge Kaplan made a last-best Mediator's Proposal, which all parties eventually accepted subject to some confirmatory details and data exchanges. Defendant produced additional information and class data and the parties eventually finalized their written class settlement agreement which is attached as **Exhibit 1** (the "Settlement Agreement").

35. While we believe in the strength of this case, we are also mindful of the significant risks in proceeding to a trial on the issues in this litigation and what it takes to try a case like this. Defendant raised several credible arguments that may prevent us from certifying the claims for class action treatment, certifying *all* claims, or certifying the entire class as proposed in our operative complaint. And even if successful at the class certification stage, even in part, it was not certain that we could win on the merits on a motion for summary judgment or at trial, or win *more* than we have preliminarily obtained here, and/or withstand any appeal of any successful

determination on class certification or the merits. Of course, Plaintiffs had counterarguments, but it nevertheless cannot be disputed that these types of class actions, in short, are often risky and complex. Ultimately, the decision to settle was based on many significant and complicated factors and thorough research and analysis. And ultimately, we recommend this settlement based on our extensive knowledge of this case, and our experience garnered from other class actions, including other landlord-tenant class actions.

The Request for Attorney's Fees and Costs

36. We and Plaintiffs also request preliminary approval of a 33.0% fee request. This request is in line with awards routinely given in similar cases. Further, and as was further explained in our the motion for attorneys' fees, should this matter proceed through the final approval stage, the amount is more than justified in that we achieved a just settlement for the class that will result in monetary payment to Class Members and that likely would not have been possible without the extensive investigation, formal and informal discovery, and negotiation conducted by counsel over the five years the case existed. Moreover, our work is not yet complete, as we will spend a significant amount of time overseeing and participating in the claims administration process and final approval proceedings.

37. The Court has the discretion to award fees as a reasonable percentage of the funds recovered, here we provide additional data regarding our incurred lodestar as further evidence of the reasonableness of our fee request, should the Court elect to do a lodestar cross-check.

38. N&T devoted over 2479 hours to prosecute this case and incurred over \$ 1.32 million in attorney's fees (plus over \$ 29,000 in costs further described below), risking that none of this expenditure could be recouped. Class Counsel subjected themselves to this risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement

makes the requested award appropriate. N&T is not a large law firm. We had to forego well-compensated work on other cases to devote the necessary time and resources to this case. This litigation precluded other lucrative employment which further warrants approval of the attorneys' fees.

39. Furthermore, only time and expenses incurred to the benefit of the Classes and that advanced the claims resolved in the settlement have been included in our time presented and costs submitted. Billers were instructed to be efficient with their time and to record only the time and expenses that advanced the settled claims. Regular meetings and calls were held among my team to efficiently delegate work, monitor work, and to avoid duplication or other inefficiencies.

40. Billing records and data by attorneys and support staff were maintained and updated for this case, as were records of any reimbursable costs or expenses incurred. I am familiar with and have reviewed these records.

41. The total N&T combined fee lodestar in this case is at least \$ 1,321,482.50, which means that our request of \$2,475,000 represents a multiplier of 1.87.

42. The total number of hours worked by all professionals can be broken down into 12 work types and associated hours, as follows:

No.	Category	Hours
1	Plaintiff and Class Communications	319.4
2	Document and Data Review	298.0
3	Factual Research and Investigation	396.1
4	Written Discovery	369.0
5	Depositions	36.4
6	Pleadings, Briefs, and Pretrial Motions	473.0
7	Experts and Consultants	27.5
8	Court Appearances	30.6

No.	Category	Hours
9	Litigation Strategy and Analysis	291.6
10	Settlement, including Settlement Approval Work	107.7
11	Case Management and Administrative	130.0
12	Trial Preparations	0.0
	TOTAL	2,479.30

43. The hourly rates charged included \$750 per hour for partner Craig Nicholas (28 years of experience), \$700/hr. for partner Alex Tomasevic (17 years), and \$600/hr. for partner Shaun Markley (10 years). The hourly rates for our Associates are \$500/hr. for Senior Associate Jake Schulte, Esq. (10 years of experience); \$450/hr. for former Associate Ethan Litney, Esq. (10 years); and \$375 for Jordan Belcastro, Esq. (3 years). The hourly rate for our paralegals -each having many years of experience in consumer and landlord/tenant class actions - was \$225. These are the customary billing rates of the lawyers and support staff, reflecting their experience and the economies of their law practice. Furthermore, our rates at the time have historically been approved without objection or modification in all class cases, including the following actions (dates of approval also included): *Ludlow, et. al., v. Flowers Foods, Inc., et al.* Case No. 18-cv-01190 (S.D. Cal. March 1, 2024); *Garcia, et. al. v. Cardinal Health, et. al.* (Case No. 37-2019-00068269) (Feb. 2023); *Moyle v. Liberty Mut. Ret. Benefit Plan*, 10CV2179-GPC (MDD), 2018 WL 1141499, at *11 (S.D. Cal. Mar. 2, 2018); *Rikos v. Proctor & Gamble Co.*, 1:11-CV-226, 2018 WL 2009681, at *9 (S.D. Ohio Apr. 30, 2018); *Grivas v. Metagenics, Inc.*, SACV1501838CJCDFM, 2019 WL 2005792, at *2 (C.D. Cal. May 6, 2019); *Duran v. Obesity Research Institute, LLC*, Case No. 37-2013-00048664-CU-BT-CTL (San Diego Superior Court, March 6, 2020); *Hayes v. 7180 Sunset Blvd., Inc.*, Case No. BC597517 (Los Angeles Superior Court, June 6, 2019); *Zelaya v. Foot*

Locker Retail, Inc., Case No. 2017-1-CV-409812 (Santa Clara Superior Court, April 5, 2019); *Medwid v. ASAP Plumbing, et al.* (SD Superior Court Case No. 37-2016-00010176 May 6, 2021); *Daniel Knox v. Planet Fitness* (SD Superior Case No. 37-2019-00043225, Aug. 6, 2021); *Gutierrez v. MAACO Franchising, LLC* (SD Superior Court Case NO. 37-2016-00043384, Oct. 29, 2021); *Fleming v. Matco Tools Corp., et al.* (N.D. Cal. 19-cv-00463, April 29, 2022).

44. Finally, the lodestar can be further broken down according to the task categories listed above, and by biller, as depicted in the report-by-biller attached hereto as **Exhibit 2**.

45. We set the billing rates of attorneys and paralegals by monitoring of prevailing market rates charged by both defense and plaintiffs' law firms, for individuals with similar levels of skill and experience who are doing comparable work as our attorneys and staff. We gather this information from surveys, the review of other fee applications, and conversations with attorneys in the relevant billing market. We try to set the billing rates for our firm to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications, and experience. Indeed, some sources suggest our rates are below market, including the oft-cited *Laffey Matrix*, which pegs current Paralegal/Law Clerk rates at \$239/hr., and market attorney rates for those one to three years out of law school at \$437/hr.; and \$538/hr. for those that are four to seven years out of school; \$777/hr. for those eight to ten years out of school; \$878/hr. for those that are 11-19 years out of school, and so on. See <http://www.laffeymatrix.com/see.html> (last accessed March 12, 2024).

The Request for Reimbursement of Litigation Costs

46. Next, the settlement also allows for Class Counsel's recovery of costs. A true and correct breakdown of the total costs incurred by N&T, totaling \$29,425.24, is attached here as **Exhibit 3**. These costs include filing fees, service fees, postage, copy costs, deposition costs,

electronic document housing costs, mediator fees, and expert and consulting fees. We shouldered these costs without any guarantee that we would ever recoup any of them.

The Request for Class Representative Service Awards

47. Next, in my experience, Plaintiffs understood and fulfilled their duties as class representatives very well and are worthy of the proposed enhancement payment also contemplated by this settlement. It is undisputed that Plaintiffs fall within the class definitions. Plaintiffs each paid late fees and they seek the same relief for injuries resulting from Defendant's same policies and practices. In short, all Class Members are looking for the same thing (refund of late fees/charges) for the same reasons (the fees were excessive or unreasonable). Thus, Plaintiffs can and did adequately and fairly represent the interests of the Class because their individual interests are consistent with those of the Class. Plaintiffs also stood by this case for all of its many years and had the bravery to sue their landlord, which I know future landlords will discover any time Plaintiffs attempt to rent properties in the future. Finally, Plaintiffs do not have any conflicts of interest with the Class and have cooperated with Plaintiffs' counsel as part of a strong and professional relationship in making themselves available to investigate the case, provide information and documents, facilitate many witness interviews, and assist with significant settlement discussions. Plaintiffs remain prepared to go to trial if we need them.

48. Next, the parties have agreed that uncashed settlement checks will be distributed to Refugee Net as *cy pres* beneficiary. My firm has no financial interest in Refugee Net and no member of my firm is serving on its board or involved with the organization in any capacity.

49. Finally, after receiving direct notice, only 9 class members have filed objections. Those objections are discussed in the papers and will be responded to again and more specifically

before our final fairness hearing and once the objection deadline passes. I have attached a true and correct copy of all objections received to date, collectively, as **Exhibit 4**.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 15, 2024, in San Diego, California.

By: /s/ Alex Tomasevic
Alex M. Tomasevic (*pro hac vice*)

Declarant / Attorneys for Plaintiffs

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FRANCINE MCCUMBER, individually and
on behalf of others similarly situated, et al.

Plaintiffs,

v.

INVITATION HOMES, INC.,
a Maryland corporation,

Defendant.

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Civil Case No. 3:21-CV-2194-B

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

I. RECITALS

1.1 This Joint Stipulation of Class Action Settlement and Release (the “Settlement” or “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiffs Francine McCumber, Erin Dolce (f/k/a Erin Bird and Erin Byrd), Melissa Lynch, La Shay Harvey, Maryah Marciniak, Brian Majka, Chad Whetman, Tracy White, Rachel Osborn, Teresa Kerr (f/k/a Teresa Marie Moore), and Jose Rivera, on behalf of themselves and the Class Members, and Defendant Invitation Homes, Inc. (“Defendant”) (collectively, the “Parties”). Capitalized terms used herein are defined in Section II of the Settlement Agreement or indicated in parenthesis elsewhere herein. Subject to Court approval as required by the applicable Federal Rules of Civil Procedure, and as provided herein, the Parties stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement Agreement and upon entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions herein.

1.2 WHEREAS, on May 25, 2018, Plaintiff Jose Rivera filed a class action complaint against Defendant in the United States District Court for the Northern District of California styled as *Jose Rivera v. Invitation Homes, Inc.*, Case No. 3:18-cv-03158-JSW, on behalf of himself and other similarly situated tenants to challenge Defendant's allegedly illegal fees and practices concerning rental homes located in California and nationwide; and

1.3 WHEREAS, on January 14, 2021, Plaintiffs (except for Plaintiff Jose Rivera) filed a class action complaint against Defendant in the United States District Court for the Northern District of Maryland styled as *Francine McCumber et al. v. Invitation Homes, Inc.*, Case No. 1:21-cv-00123-CCB, on behalf of themselves and other similarly situated tenants to challenge Defendant's allegedly excessive fees and practices concerning rental homes located in Arizona, Colorado, Florida, Georgia, Illinois, Nevada, North Carolina, Tennessee, Texas, and Washington; and

1.4 WHEREAS, on September 9, 2021, the United States District Court for the Northern District of Maryland granted Defendant's motion to transfer venue pursuant to 28 U.S.C. § 1404, and transferred the *McCumber* case to the Northern District of Texas, which was renumbered as Case No. 3:21-CV-2194-B; and

1.5 WHEREAS, on February 18, 2022, the Northern District of California dismissed Plaintiff Jose Rivera's action, Case No. 3:18-cv-03158-JSW; and

1.6 WHEREAS, Plaintiff Jose Rivera joined the *McCumber* action in the Northern District of Texas, as an additional named Plaintiff, representing a putative California class (ECF 93).

1.7 WHEREAS, the Parties have engaged in substantial litigation, discovery, and motion practice. Based on extensive and detailed negotiations and pursuant to a discovery plan and e-discovery protocol, Defendant produced thousands of pages of hard-copy and electronic documents, and data, relevant to all cases and claims; and

1.8 WHEREAS, the Parties participated in several forms of formal and informal mediation and settlement negotiation sessions, including before Martin Quinn, Esq. on August 25,

2020, and the Hon. Jeff Kaplan (Ret.) on August 4, 2022. Throughout the course of these settlement efforts, the Parties were simultaneously engaged in discovery and litigation efforts. Following a full-day mediation session before Judge Kaplan in August 2022, Judge Kaplan made a mediator's proposal for the settlement of all cases and claims, discussions continued, and the Parties ultimately entered a binding term sheet in September 2022, providing the foundation for this Settlement Agreement; and

1.9 WHEREAS, the Parties have reached the resolution set forth in this Settlement Agreement providing for, among other things, the full settlement of the Action between and among all Plaintiffs, including Mr. Rivera, and on behalf of themselves and all Class Members, and Defendant, on the terms and subject to the conditions set forth below; and

1.10 WHEREAS, the Parties agree that throughout the course of litigation, all Parties and their counsel complied with the provisions of Federal Rule of Civil Procedure 11; and

1.11 WHEREAS, Class Counsel have determined that a settlement of the Action on the terms reflected in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of Plaintiffs and their fellow Class Members; and

1.12 WHEREAS, Defendant, to avoid costs, disruption and distraction or further litigation, and without admitting the truth of any allegations made in or related to the Action, or any liability with respect thereto, has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Settlement Agreement; and

1.13 NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that: (1) upon the Effective Date, the Action and all Released Claims shall be fully, finally, and forever settled and compromised as between Plaintiffs and Class Members on the one hand, and Defendant on the other hand; (2) upon final approval of the Settlement Agreement, the Final Judgment and Order Approving Settlement, shall be entered dismissing the Action with prejudice and releasing all Released Claims against the Released Parties, on the following terms and

conditions; and (3) all necessary steps shall be taken to secure the dismissal of the Action with prejudice.

II. DEFINITIONS

As used in this Settlement Agreement and any attached exhibits (which are an integral part of the Settlement Agreement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

2.1 **“Action”** means, collectively, the lawsuit initially filed in the United States District Court for the Northern District of Maryland, styled *Francine McCumber et al. v. Invitation Homes, Inc.*, Case No. 1:21-cv-00123-CCB; and subsequently transferred to the United States District Court for the Northern District of Texas, and renumbered as Case No. 3:21-CV-2194-B, and as amended by stipulation to include claims for California properties under California law.

2.2 **“Class Counsel”** means counsel for Plaintiffs, Craig Nicholas and Alex Tomasevic of Nicholas & Tomasevic, LLP.

2.3 **“Class Counsel Costs”** means the expenses and costs incurred by Class Counsel for Plaintiffs’ litigation and resolution of the Action, as awarded by the Court, which do not exceed Thirty Thousand Dollars (\$30,000). Any litigation costs not awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members

2.4 **“Class Counsel Fees”** means the attorneys’ fees for Plaintiffs’ litigation and resolution of the Action, as awarded by the Court, which may not exceed 33.0% of the Total Settlement Amount, or Two Million Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$2,475,000). Any attorneys’ fees not awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

2.5 **“Class Information”** means the: (i) full name; (ii) all known email addresses; and (iii) last known physical address. Defendant will compile the Class Information in good faith from its records and provide it to the Settlement Administrator as a confidential document

pursuant to the Stipulated Protective Order in the Action through a confidential Microsoft Excel spreadsheet. Because Class Members' personal information is included in the Class Information, the Settlement Administrator shall maintain the Class Information securely and in confidence pursuant to the Stipulated Protective Order. Access to such Class Information shall be limited to employees of the Settlement Administrator with a need to use the Class Information for administration of the Settlement. The Settlement Administrator will take all necessary measures to adequately secure the Class Information.

2.6 **“Class Members”** (or sometimes, the **“Class”**) means all of Defendant's (i) Arizona tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2017, and the Preliminary Approval Date; (ii) California tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2018, and the Preliminary Approval Date; (iii) Colorado tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2018, and the Preliminary Approval Date; (iv) Florida tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2017, and the Preliminary Approval Date; (v) Georgia tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2015, and the Preliminary Approval Date; (vi) Illinois tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2011, and the Preliminary Approval Date; (vii) Nevada tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2017, and the Preliminary Approval Date; (viii) North Carolina tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2017, and the Preliminary Approval Date; (ix) Tennessee tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2015, and the Preliminary Approval Date; (x) Texas tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2019 and August 31, 2019;

and (xi) Washington tenants who were charged penalties or fees for paying rent that Defendant deemed as late or deficient between January 14, 2018, and the Preliminary Approval Date. Excluded from the Settlement Class are: (a) Defendant and its officers, directors, and employees; (b) any person who files a valid and timely Request for Exclusion; and (c) judicial officers and their immediate family members and associated court staff assigned to the case.

2.7 **“Class Representatives”** means all Plaintiffs, i.e. Francine McCumber, Erin Dolce (f/k/a Erin Bird and Erin Byrd), Melissa Lynch, La Shay Harvey, Maryah Marciniak, Brian Majka, Chad Whetman, Tracy White, Rachel Osborn, Teresa Kerr (f/k/a Teresa Marie Moore), and Jose Rivera.

2.8 **“Class Representative Service Awards”** mean the amount that the Court awards to the Class Representatives, for their efforts in assisting with the prosecution of the Action and as consideration for executing this Settlement Agreement and releasing their claims against Defendants, which shall not exceed \$5,000 to each Class Representative. The Service Awards are subject to approval from the Court and will be paid from the Total Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

2.9 **“Court”** means the United States District Court for the Northern District of Texas, the Honorable Jane J. Boyle presiding.

2.10 **“Debt Relief”** means the amount of debt forgiveness (up to 25% of the Total Settlement Amount, or \$1,875,000) owed by Class Members to Defendant. Debt Relief cannot be used to offset or reduce Individual Settlement Payments to Class Members. Debt Relief, for purposes of this settlement, means verifiable balances owed by Class Members to Defendant. Defendant shall cooperate with Plaintiffs’ reasonable requests to confirm the value of the Debt Relief, and the identities of those Class Members who will receive Debt Relief. Further, Defendant shall ensure the accuracy of the Debt Relief by, among other things, supplying a sufficient declaration under penalty of perjury when Plaintiffs seek approval of this Settlement Agreement. Here, the parties agree and acknowledge that the Debt Relief relates to charges,

amounts, and issues that are disputed. As such, Defendant shall not consider, characterize, or report any amount of any Debt Relief provided under this agreement as an event taxable to the Participating Class Member. The Debt Relief, for example, does not constitute a discharge of indebtedness.

2.11 **“Defendant”** means Invitation Homes Inc.

2.12 **“Defense Counsel”** means counsel for Defendant, Aaron T. Winn and Justin J. Fields of Duane Morris, LLP.

2.13 **“Effective Date”** means the later of: (a) if no objection to the motion to approve the Final Judgment and Order Approving Settlement has been filed with the Court, the date the Court finally approves the Settlement; or (b) if an objection to the motion to approve the Final Judgment and Order Approving Settlement has been filed with the Court, then the date on which the time to appeal approval of the settlement has expired; or (c) in the event that an appeal of an Order Approving Settlement has been initiated, the date after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise; or (d) if Class Counsel and Defense Counsel agree in writing, to another date that is earlier than the Effective Date as calculated according to subparagraphs (a) through (c) above.

2.14 **“Final Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.

2.15 **“Final Judgment and Order Approving Settlement”** means, collectively, the Final Judgment and Final Order Approving Settlement to be entered by the Court approving the settlement as fair, adequate, and reasonable, confirming the certification of the Class, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement Agreement. The parties shall collaborate in drafting a mutually acceptable form of Final Judgment and Order Approving Settlement after any grant of Preliminary Approval..

2.16 **“Individual Settlement Payment”** means the amount payable from the Net Distribution Fund that the Settlement Administrator will distribute, on an equal pro rata basis, to each Participating Class Member as discussed in Section 4.2.4.1 below.

2.17 **“Net Distribution Fund”** means the Total Settlement Amount, less the amounts allotted to: (a) Class Counsel Costs; (b) Class Counsel Fees; (c) Class Representative Service Awards; (d) Settlement Administration Costs; and (e) Debt Relief. The Settlement Administrator will disburse the Net Distribution Fund, via Individual Settlement Payments, to Participating Class Members.

2.18 **“Notice of Settlement”** means the Notice of Class Action Settlement that the Settlement Administrator will mail to Class Members to apprise them of this Settlement (substantially in the form attached hereto as Exhibit A).

2.19 **“Objection Date”** means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than thirty (30) days before the date first set for the Final Approval Hearing.

2.20 **“Opt-Out Date”** means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator for a Class Member to be excluded from the Class, and shall be no later than thirty (30) days before the date first set for the Final Approval Hearing.

2.21 **“Participating Class Members”** means Class Members who do not submit a Request for Exclusion from this Settlement.

2.22 **“Parties”** means the Plaintiffs and Defendant in this Action.

2.23 **“Preliminary Approval Date”** means the date the Court enters the Preliminary Approval Order.

2.24 **“Preliminary Approval Order”** means the order to be entered by the Court conditionally certifying the Class, preliminarily approving the Settlement Agreement, setting the date of the Final Approval Hearing, appointing Class Counsel for the Class, approving the Notice of Settlement, and setting the Opt-Out Date and Objection Date, the proposed form of

which is attached as Exhibit A.

2.25 **“Released Claims”** means all claims, demands, actions, suits, and/or causes of action brought in the Action or based on the same factual predicate of the Action, whether such claims or allegations are known or unknown, asserted or unasserted, and under or pursuant to any related statute, regulation, common law or equity principle.

2.26 **“Released Party”** or **“Released Parties”** means Defendant and any and all of its past and present parents, subsidiaries, divisions, departments, affiliates, and any and all of its past and present officers, directors, employees, stockholders, agents, predecessors, successors, attorneys, insurers, representatives, licensees, licensors, subrogees, and assigns. Released Party or Released Parties also includes any of Defendant’s alleged predecessor entities or entities with which it has allegedly merged, including those referenced in the Action, which includes Colony American Homes, Inc., Colony Starwood Homes, Waypoint Homes, Starwood Waypoint Homes, Starwood Waypoint Residential Trust, and those entities’ parents, subsidiaries, divisions, departments, affiliates, predecessors and successors.

2.27 **“Releasing Party”** means Plaintiffs and each Class Member who does not timely submit a valid Request for Exclusion – i.e., Participating Class Members.

2.28 **“Request for Exclusion”** means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Class Member who wishes to be excluded from the Class.

2.29 **“Settlement Administrator”** means Angeion Group, the entity retained by the Parties and approved by the Court to design, consult on, and implement the program for disseminating the Notice of Settlement to Class Members, administer and send the Individual Settlement Payments, and perform overall administrative functions.

2.30 **“Settlement Administration Costs”** means the costs incurred by the Settlement Administrator and awarded by the Court from the Total Settlement Amount.

2.31 **“Settlement Fund Account”** means the bank account established and maintained by the Settlement Administrator from which all monies payable under the terms of this

Settlement Agreement shall be paid.

2.32 **“Stipulated Protective Order”** means the Stipulated Protective Order on file in the Action, Dkt No. 62.

2.33 **“Total Settlement Amount”** means Seven Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000) – with no more than 25% of the Total Settlement Amount (\$1,875,000) apportioned to Debt Relief – which is the maximum value that Defendant is providing under this Settlement Agreement in order to settle the Action. The Total Settlement Amount will be used to pay: (a) Individual Settlement Payments; (b) Class Counsel Fees; (c) Class Counsel Costs; (d) Settlement Administration Costs; and (e) Class Representative Service Awards. Following these disbursements, the remainder of the Total Settlement Amount becomes the Net Distribution Fund for distribution of Individual Settlement Payments to Participating Class Members. Under no circumstances will Defendant be required to pay any amount in excess of the Total Settlement Amount in connection with this Settlement.

2.34 **“Void Date”** means the date by which any checks issued to Participating Class Members shall become void, *i.e.*, on the 121st day after mailing.

III. TERMS OF THE SETTLEMENT AGREEMENT

3.1 Class Certification. Solely for purposes of this Settlement, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Action be certified in a non-settlement context. Defendant expressly reserves its right to oppose class certification in this or any other action should this Settlement not become effective.

3.2 Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties stipulate and agree the law firm of Nicholas & Tomasevic, LLP, shall be appointed as Class Counsel for the Class.

3.3 Appointment of Class Representatives. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as Class Representatives for the Class.

3.4 Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Angeion Group, shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for establishing a settlement website, establishing a P.O. Box for receipt of Class Member communications; reviewing and responding to Class Member inquiries; preparing, printing and mailing the Notice of Settlement (*i.e.*, Exhibit A) to Class Members; receiving and reviewing Requests for Exclusion and Notices of Objection, if any, submitted by Class Members; calculating Individual Settlement Payments; providing status reports to Defense Counsel and Class Counsel; providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments to Class Members; paying the Class Representative Service Awards, Class Counsel Fees, and Class Counsel Costs to, respectively, Plaintiffs and Class Counsel pursuant to the terms of this Settlement Agreement; providing a due diligence declaration for submission to the Court upon the completion of the notice process; and for such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be prepared by the Settlement Administrator. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs. Each of the Parties represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

IV. CONSIDERATION AND SETTLEMENT DISTRIBUTION

4.1 Settlement Value Provided by Defendant. The maximum value that Defendant is providing under this Settlement Agreement is the Total Settlement Amount of Seven Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000), with up to 25% of the Total Settlement

Amount (\$1,875,000) consisting of potential Debt Relief to Class Members who have verifiable balances owing to Defendant, which shall be paid by Defendant to fund the Settlement. Defendant shall fund the Settlement no later than thirty (30) calendar days after the Effective Date, as discussed below at Section 10.1.2. The consideration described above shall constitute the entire consideration provided by Defendant pursuant to this Settlement Agreement and Defendant shall not be required to pay any amount above the Total Settlement Amount in connection with this Settlement for any purpose.

4.2 Distribution of the Total Settlement Amount. The Total Settlement Amount shall be used to pay: (a) Class Counsel Fees; (b) Class Counsel Costs; (c) Settlement Administration Costs; (d) Class Representative Service Awards; and (e) Individual Settlement Payments.

4.2.1 Class Counsel Fees and Class Counsel Costs. The Settlement Administrator shall pay the Class Counsel Fees and Class Counsel Costs from the Total Settlement Amount. Defendant agrees not to oppose any application by Class Counsel for a Class Counsel Fees award not to exceed Two Million Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$2,475,000), which will be distributed to Nicholas & Tomasevic, LLP, or its assignee. Defendant further agrees not to oppose any application by Class Counsel for a Class Counsel Costs award not to exceed \$30,000 which will be distributed to Nicholas & Tomasevic, LLP, or its assignee. Payments to Class Counsel, Class Representatives, and Participating Class Members will occur within thirty (30) calendar days after the Settlement is funded by Defendant. Class Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the Class Counsel Fees and Class Counsel Costs are issued. The Settlement Administrator shall issue the appropriate IRS Form 1099 for the payments made pursuant to this Paragraph. In the event that the Court awards less than the full amount requested for the Class Counsel Fees and/or Class Counsel Costs, the un-awarded amount will be made available for distribution as part of the Net Distribution Fund and distributed to Participating Class Members. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Class Counsel may, at Class Counsel's option,

elect to have all or part of the Court-approved Class Counsel Fees allocated to a third-party permitting payment of such fees to Class Counsel to be made in a series of periodic payments. If Class Counsel elects to have its award of all or a portion of the Court-approved Class Counsel Fees Award paid to a third-party, their interest in such funds will be assigned to the third-party to make payment of the Class Counsel Fees to Class Counsel. Such election must be made in writing within ten (10) calendar days of the Settlement Administrator's receipt of the Total Settlement Amount from Defendant. Absent such timely election, the Claims Administrator shall pay the Class Counsel Fees directly to Class Counsel in accordance with the terms set forth above. Defendant will not be responsible for payment of any amounts for attorneys' fees or costs associated with this Settlement to any law firm or party other than the Class Counsel Fees and Class Counsel Costs specified above. Furthermore, Defendant's delivery of the Total Settlement Amount to the Settlement Administrator, as specified in this Settlement Agreement, shall complete Defendant's obligation to fund the Settlement, including without limitation Defendant's obligation to pay the Court-awarded Class Counsel Fees and Class Counsel Costs. Thus, Defendant shall not be responsible for paying any further amount in attorneys' fees or costs for any reason after delivery of the Total Settlement Amount to the Settlement Administrator regardless of whether Class Counsel elects to have the Settlement Administrator pay all or part of the approved Class Counsel Fees to a third-party in order to receive periodic payments.

4.2.2 Settlement Administration Costs. The Settlement Administrator shall be paid Settlement Administration Costs from the Total Settlement Amount. The Settlement Administrator shall receive the Settlement Administration Costs within thirty (30) calendar days after the Settlement is funded by Defendant. In the event that the Court awards less than the full amount set aside for Settlement Administration Costs, the un-awarded amount will be made available for distribution as part of the Net Distribution Fund and distributed to Participating Class Members.

4.2.3 Service Awards. The Settlement Administrator shall pay Class Representative Service Awards from the Total Settlement Amount not to exceed a collective total of Fifty-Five Thousand Dollars (\$55,000), as consideration for the Class Representatives' general release and for their time and effort in prosecuting the Action. The Service Awards shall be allocated as follows: to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000) (collectively, \$55,000). The Settlement Administrator shall pay the Service Awards to the Class Representatives within thirty (30) calendar days after the Settlement is funded by Defendant. Each Class Representative agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the Service Awards are issued. The Settlement Administrator shall issue appropriate tax forms to each Class Representative for their respective payment. Each Class Representative shall be solely and legally responsible for paying any and all applicable taxes on their Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Awards shall be in addition to the Class Representatives' Individual Settlement Payments, which they shall receive as Participating Class Members. In the event that the Court awards less than the full amount requested for the Service Awards, the un-awarded amount will be added to the Net Distribution Fund and distributed to Participating Class Members. Class Representatives shall not have the right to revoke their agreements to the Settlement on the grounds the Court does not approve any or all of the requested Service Awards.

4.2.4 Individual Settlement Payments. The Settlement Administrator shall pay the Individual Settlement Payments from the Net Distribution Fund and will mail them by First Class U.S. Mail to Participating Class Members' last known mailing address within thirty (30) calendar days after the Settlement is funded as specified in Section 10.1.2 below. Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance and then shall become void on the 121st day after mailing, *i.e.*, the Void Date. Before mailing the Individual Settlement Payments, the Settlement Administrator will conduct a national change of address search and a skip trace as

necessary for the most current address of all Class Members eligible for payments and will use such updated addresses. The Parties agree that any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks by the Void Date shall be transmitted by the Settlement Administrator to Refugee Net, a 501(c)(3) organization, for its program on tenant assistant services, assisting underprivileged and minority communities.

4.2.4.1 Individual Settlement Payment Calculation for Participating Class Members. Participating Class Members who had active outstanding balances of more than \$1,000 as of September 30, 2022 and who did not cure their outstanding debt to Defendant as of the date of Final Approval, shall receive a credit against their outstanding balance. The \$1,875,000 Debt Relief Fund will be apportioned equally among the Debt Relief Class Members by dividing the Debt Relief Fund by the number of eligible Debt Relief Class Members. For example, if there are 15,000 Debt Relief class members, each Debt Relief class member would receive \$125 of debt relief. All other Participating Class Members shall receive Individual Settlement Payments from the Net Distribution Fund within thirty (30) calendar days after Defendant funds the Settlement.

The Individual Settlement Payments will be distributed equally, i.e. as a flat and equal share per Participating Class Member. More specifically, the Settlement Administrator will be supplied with and verify the grand total number of all Participating Class Members eligible to receive a net payment. The Settlement Administrator will then divide the Net Distribution Fund by that grand total number Participating Class Members.

4.2.4.2 Tax Treatment of Individual Settlement Payments. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement and Participating Class Members are not relying on any statement or representation by the Parties in this regard. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

V. RELEASES

5.1 Participating Class Members' Release. As of the Effective Date, Participating Class Members will release the Released Parties from the Released Claims for each respective

Class Members' limitations period as defined in the Class. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims.

5.2 Class Representatives' General Release. In consideration for the promises and payments set forth in this Settlement Agreement, to which Class Representatives are otherwise not entitled, Class Representatives agree to provide a general release and a Cal. Civil Code § 1542 waiver to the Released Parties. Class Representatives do not release any claim that cannot be released by private contract, or for breach of the terms of the Settlement Agreement between Plaintiffs and Defendant.

5.2.1 No Pending or Future Lawsuits by Plaintiffs. Other than the Action, Plaintiffs represent that they do not have any pending lawsuits, administrative complaints or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiffs further acknowledge that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final Approval Order. Plaintiffs also represent that Plaintiffs will not bring any action in the future in which Plaintiffs seek to recover any damages from Defendant or the Released Parties relating to or arising from the Released Claims from Defendant, other than an action to enforce Plaintiffs' rights under this Settlement Agreement.

5.3 Additional Steps to Be Taken By the Released Parties Concerning Debt Relief. In consideration for the promises and consideration set forth in this Settlement Agreement, the Released Parties agree to make all reasonable adjustments to their records, ledgers, and accountings, to fully effectuate the granting of the Debt Relief to those Participating Class Members that receive it under this Agreement including by, but not limited to, revising tenant ledgers or statements, informing or updating any credit bureaus or credit reporting agencies that have been informed of the debts affected by the Debt Relief, and informing or updating any debt

collectors or collection firms, agents, agencies, employees, or vendors, who have been informed of or engaged to assist with the collection of debts affected by the Debt Relief.

VI. PROCESS FOR SEEKING PRELIMINARY APPROVAL

6.1 Motion for Preliminary Approval. As soon as practicable after execution of this Settlement Agreement, Plaintiffs will submit this Settlement Agreement to the Court for Preliminary Approval, asking the Court to issue a Preliminary Approval Order approving the Settlement. Plaintiff's submission will include this Settlement Agreement, all Exhibits thereto, and any motions, memoranda and evidence as may be necessary for the Court to determine that this Settlement Agreement is fair, adequate, and reasonable.

VII. SETTLEMENT NOTICE PROCEDURES

7.1 Class Information. No more than thirty (30) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Settlement to Class Members.

7.2 Notice by Email Where Possible, and Where Not, First Class U.S. Mail. Defendant has email addresses for the vast majority of class members and will supply those to the Settlement Administrator along with the other Class Information. Within 14 days of receipt of the Class Information, the Settlement Administrator will email the Notice of Settlement (Exhibit A) to all Class Members. For those Class Members where email addresses are lacking, or where errors are received indicating to the administrator that emails were not delivered, the Settlement Administrator will then conduct a national change of address search and a skip trace for the most current address of those Class Members and will update such addresses as necessary, and then will mail the Notice of Settlement (Exhibit A) to all Class Members by First Class U.S. Mail. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

7.3 Undeliverable Notices. Any mailed Notice of Settlement returned to the Settlement Administrator as non-deliverable on or before a date seven (7) calendar days before the Opt-Out Date shall be re-mailed to the forwarding address affixed thereto. If no forwarding

address is provided, the Settlement Administrator shall have no further obligation to mail the Notice of Settlement to a Class Member. Class Members to whom the Notice of Settlement is resent shall have fourteen (14) calendar days thereafter or until the Opt-Out has expired, whichever is later, to mail the Request for Exclusion or Notice of Objection to the Settlement Administrator. The date of the postmark on the return envelope shall be the exclusive means used to determine whether a Class Member has timely mailed his/her Request for Exclusion or Notice of Objection on or before the relevant deadline. If a Class Member's Notice of Settlement is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice of Settlement shall not be re-mailed. If, for any reason, a Notice of Settlement is non-deliverable, the Settlement Administrator will not mail an Individual Settlement Payment to a Class Member. Rather, the Settlement Administrator will hold the Individual Settlement Payment until the Void Date, at which time the funds shall be delivered to Refugee Net, a 501(c)(3) organization, for its program on tenant assistant services.

7.4 Notice Satisfies Due Process. Compliance with the notice procedures specified in this Settlement Agreement shall constitute due and sufficient notice to Class Members and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of Settlement still does not receive the notice, the intended recipient shall remain a Class Member and will be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the Settlement becomes effective.

VIII. PROCEDURES FOR OPTING OUT AND OBJECTING

8.1 Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion to the Settlement Administrator by the Opt-Out Date via mail or email. To be valid, the Request for Exclusion: (a) must contain the full name, address, and last four digits of the social security number of the person requesting exclusion; (b) must be signed by the

person requesting exclusion (if mailed); and (c) must state in substance: “I wish to exclude myself from the Settlement in the action titled *Francine McCumber et al. v. Invitation Homes, Inc.*, pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B. I understand that by requesting to be excluded, I will receive no money from the Settlement.” If the Request for Exclusion does not contain the information listed in (a)-(c) or is not emailed or postmarked by the Opt-Out Date and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the mailing envelope, or the date of the email, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will not be entitled to any monetary recovery under the Settlement and will not be bound by the terms of the Settlement as it relates to the Released Claims. Any Class Member who submits a timely and valid Request for Exclusion will not have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a timely and valid Request for Exclusion on or before the Opt-Out Date shall be members of the Class and will be bound by all terms of the Settlement and the Final Approval Order entered in the Action. No later than fourteen (14) calendar days after the Opt-Out Date, the Settlement Administrator shall provide Defense Counsel with a complete list of all Class Members who have submitted timely and valid Requests for Exclusion, including their name and social security number.

8.2 Notices of Objection. The Notice of Settlement shall state that Class Members who wish to object to the Settlement must submit, via mail or email, a written Notice of Objection to the Settlement Administrator by the Objection Date. To be valid, the Notice of Objection must: (a) contain the full name, address, and last four digits of the social security number of the Class Member; (b) be signed by the Class Member (if submitted by mail); and (c) include the case name, court, and number, (*Francine McCumber et al. v. Invitation Homes, Inc.*, pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B); (d) include the basis for the objection; and (e) indicate whether the Class Member

intends to appear at the Final Approval Hearing. If the Notice of Objection does not contain the information listed in (a)-(e) or is not filed, emailed, or postmarked by the Objection Date and returned to the Court at the specified address, it will not be deemed a timely and valid Notice of Objection to this Settlement. The date of filing, email, or of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Notice of Objection has been timely submitted.

8.3 No Solicitation of Exclusions or Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a Notice of Objection to or Request for Exclusion from the Settlement or to appeal from the Court's Final Approval Order. Class Counsel shall not represent Class Members with respect to any objections or appeals to this Settlement.

IX. FINAL APPROVAL PROCEDURES

9.1 Settlement Administrator Declaration in Support of Final Approval. No fewer than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a declaration of due diligence detailing the actions taken by the Settlement Administrator to administer the Settlement to date, proof of mailing with regard to the mailing of the Notice of Settlement, all attempts to locate Class Members, and detailing all incurred and anticipated Settlement Administration Costs. Class Counsel shall be responsible for working with the Settlement Administrator to timely submit the declaration of due diligence to the Court.

9.2 Motion for Final Approval. As soon as practicable after the Opt-Out Date, Plaintiffs will file a motion for Final Approval, asking the Court to issue a Final Approval Order. Plaintiffs' submission will include any motions, memoranda and evidence as may be necessary for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

9.3 Final Approval Hearing. The Court shall hold the Final Approval Hearing, where objections, if any, may be heard and the Court shall determine whether the Settlement should be

finally approved, and if so, the amounts payable for: (a) Class Counsel Fees; (b) the Class Counsel Costs; (c) Class Representative Service Awards; (d) Settlement Administration Costs; and (e) Individual Settlement Payments.

9.4 Entry of Final Approval Order. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter a Final Approval Order. After granting final approval of the Settlement and entering judgment, the Court shall retain jurisdiction over the Parties to enforce and implement the terms of the judgment.

X. ADMINISTERING THE SETTLEMENT

10.1 Funding and Allocation of Settlement.

10.1.1 Settlement Accounting. No more than ten (10) calendar days after the Final Approval Order, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account, including: (a) the total amount of Individual Settlement Payments; (b) Class Representatives' Service Awards; (c) Class Counsel Fees; (d) Class Counsel Costs; and (e) Settlement Administration Costs, all as specified in this Settlement Agreement and approved by the Court.

10.1.2 Funding the Settlement. Within thirty (30) calendar days following the Effective Date of the Settlement, Defendant shall fund the Settlement by providing the Total Settlement Amount, subject to any verifiable Debt Relief reduction, to the Settlement Administrator.

10.1.3 Distributing the Settlement. The Settlement Administrator shall deposit the funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set forth in this Settlement Agreement, including paying the Individual Settlement Payments, Class Counsel Fees, Class Counsel Costs, Settlement Administration Costs, and Class Representative Service Awards within thirty (30) calendar days following the date on which Defendant funds the Settlement.

XI. MISCELLANEOUS PROVISIONS.

11.1 No Admission of Liability. Defendant specifically denies all of the allegations in the original, amended and/or operative complaints in the Action. Defendant further denies the allegations that the Class Members were harmed by the conduct alleged in the Action. This Settlement Agreement is a compromise of such disputed Released Claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

11.2 Nullification of Settlement Agreement. In the event: (a) the Court does not enter the Preliminary Approval Order as provided herein; (b) the Court does not enter a Final Approval Order as provided herein; or (c) the Settlement does not become final and binding for any other reason, this Settlement Agreement shall be null and void and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, any funds to be awarded under this Settlement shall be returned to Defendant as of the date and time immediately prior to the execution of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by the Parties in equal shares. In the event an appeal is filed from the Court's Final Approval Order or from an order rejecting any motion to intervene, or any other appellate review is sought, Settlement administration shall be stayed pending final resolution of the appeal and Defendant will not be required to fund this Settlement until and unless the Effective Date is reached.

11.3 Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in Exhibits A attached, which are incorporated by this reference as though fully set forth herein. Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience only and do not constitute a part of this Settlement Agreement.

11.4 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending

the Final Approval Hearing to be conducted by the Court.

11.5 Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by Defense Counsel and Class Counsel or their successors-in-interest.

11.6 Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

11.7. Authorization to Enter Into Settlement Agreement. Defense Counsel and Class Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third-party. The Parties and their counsel agree to cooperate with each other fully and to use their best efforts to effect the implementation of the Settlement. Such cooperation includes, but is not limited to, execution of such other documents and the taking of such other actions as may be reasonably necessary to fulfill the terms of this Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

11.8 Binding On Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11.9 Participation in Drafting Settlement Agreement. The Settlement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

11.10 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedent so as to define all provisions of this Settlement Agreement valid and enforceable.

11.11 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs:	To Defendant:
Craig M. Nicholas Alex Tomasevic NICHOLAS & TOMASEVIC, LLP 225 Broadway, 19th Floor San Diego, California 92101	Aaron T. Winn Justin J. Fields DUANE MORRIS, LLP 750 B Street, Suite 2900 San Diego, CA 92101

11.12 Execution by Plaintiffs. Plaintiffs, by signing this Settlement Agreement, are bound by the terms herein and further agree not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.


11.13 Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendant, and Defense Counsel may execute this Settlement Agreement in counterparts, which shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

11.14 Electronic Signatures. The Parties may execute the Settlement Agreement via

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: 04 / 11 _____, 2023


Francine McCumber (Apr 11, 2023 20:30 EDT)

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: Apr 14, 2023 _____, 2023



Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: 04 / 11 _____, 2023

Melissa Lynch

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff


Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: 04 / 11 _____, 2023



LaShay Harvey (Apr 11, 2023 18:50 EDT)

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff


Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: 04 / 11 _____, 2023



Maryah Marciniak (Apr 11, 2023 17:14 CDT)

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: 04 / 11 _____, 2023



Brian Majka (Apr 11, 2023 18:37 EDT)
Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: 04 / 14 _____, 2023



Chad Whetman (Apr 14, 2023 12:41 PDT)
Chad Whetman
Plaintiff

Dated: _____, 2023

Tracy White
Plaintiff

electronic signature (e.g., “DocuSign”).

IT IS SO AGREED:

Dated: _____, 2023

Francine McCumber
Plaintiff

Dated: _____, 2023

Erin Dolce (f/k/a Erin Bird and Erin Byrd)
Plaintiff

Dated: _____, 2023

Melissa Lynch
Plaintiff

Dated: _____, 2023

La Shay Harvey
Plaintiff

Dated: _____, 2023

Maryah Marciniak
Plaintiff

Dated: _____, 2023

Brian Majka
Plaintiff

Dated: _____, 2023

Chad Whetman
Plaintiff

Dated: 04 / 13, 2023

Tracy White
Tracy White (Apr 13, 2023 18:33 EDT)

Tracy White
Plaintiff

Dated: 04 / 11, 2023

Rachel Osborn
Rachel Osborn (Apr 11, 2023 17:12 CDT)

Rachel Osborn
Plaintiff

Dated: _____, 2023

Teresa Kerr (f/k/a Teresa Marie Moore)
Plaintiff

Dated: _____, 2023

Jose Rivera
Plaintiff

Dated: May 1, 2023

DocuSigned by:
John Huh
DAE4DD2C18C6477...

Name: John Huh

Title: SVP, Litigation & Investigations
Invitation Homes, Inc.
Defendant

Approved as to form and content:

RESPECTFULLY JOINTLY SUBMITTED.

DATED:

DATED: May 1, 2023

Craig Nicholas (*pro hac vice*)
California Bar No 178444
cnicholas@nicholaslaw.org
Alex Tomasevic (*pro hac vice*)
California Bar No. 245598
atomasevic@nicholaslaw.org
NICHOLAS & TOMASEVIC LLP
225 Broadway, 19th Floor
San Diego, CA 92101
Telephone: +1 619 325 0492

DocuSigned by:
Aaron Winn
0F85371D5C104D7...


Aaron T. Winn (*pro hac vice*)
California Bar No. 229763
atwinn@duanemorris.com
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681
Telephone: +1 619 744 2200
Fax: +1 619 744 2201

Justin J. Fields (*pro hac vice*)

Dated: _____, 2023

Rachel Osborn
Plaintiff

Dated: 04 / 11, 2023




Teresa Kerr (f/k/a Teresa Marie Moore)
Plaintiff

Dated: _____, 2023

Jose Rivera
Plaintiff

Dated: May 1, 2023

DocuSigned by:

Signature: _____
Name: John Huh
Title: SVP, Litigation & Investigations
Invitation Homes, Inc.
Defendant

Approved as to form and content:

RESPECTFULLY JOINTLY SUBMITTED.

DATED:

DATED: May 1, 2023

Craig Nicholas (*pro hac vice*)
California Bar No 178444
cnicholas@nicholaslaw.org
Alex Tomasevic (*pro hac vice*)
California Bar No. 245598
atomasevic@nicholaslaw.org
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DocuSigned by:


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Telephone: +1 619 744 2200
Fax: +1 619 744 2201

Justin J. Fields (*pro hac vice*)


Dated: _____, 2023

Rachel Osborn
Plaintiff

Dated: _____, 2023


Teresa Kerr (f/k/a Teresa Marie Moore)
Plaintiff

Dated: 04 / 13, 2023



Jose Rivera (Apr 13, 2023 08:44 PDT)
Jose Rivera
Plaintiff


Dated: May 1, 2023

DocuSigned by:

Signature: _____
Name: John Huh
Title: SVP, Litigation & Investigations
Invitation Homes, Inc.
Defendant

Approved as to form and content:

RESPECTFULLY JOINTLY SUBMITTED.

DATED: April 18, 2023



Craig Nicholas (*pro hac vice*)
California Bar No 178444
cnicholas@nicholaslaw.org
Alex Tomasevic (*pro hac vice*)
California Bar No. 245598
atomasevic@nicholaslaw.org
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DATED: May 1, 2023

DocuSigned by:


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PALMER LEHMAN SANDBERG PLC

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Dallas, TX 75206

Telephone: + 1 214 2426484

**ATTORNEYS FOR PLAINTIFFS
FRANCINE MCCUMBER, ET AL.**

California Bar No. 259491

jfields@duanemorris.com

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Telephone: +1 415 957 3000

Fax: +1 415 957 3001

Jason Boatright

Texas Bar No. 24048138

DUANE MORRIS LLP

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Dallas, TX 75201

Telephone: + 1 214 257 7217

**ATTORNEY FOR DEFENDANT
INVITATION HOMES, INC.**

EXHIBIT 2

McCumber, et al. v. INVH - FEES - NICHOLAS & TOMASEVIC LLP																
Name	Position	Rate	1	2	3	4	5	6	7	8	9	10	11	12	Total Hours	Total Fees
Craig Nicholas	Attorney, Partner at Nicholas & Tomasevic, LLP	\$750.00	55.6	4.2	22.0	28.9	0.4	52.3	1.5	2.2	63.8	28.8	20.1	0.0	279.80	\$209,850.00
Alex Tomasevic	Attorney, Partner at Nicholas & Tomasevic, LLP	\$700.00	58.9	71.2	146.5	108.2	11.1	164.4	0.9	18.4	88.1	58.4	38.9	0.0	765.00	\$535,500.00
Shaun Markley	Attorney, Partner at Nicholas & Tomasevic, LLP	\$600.00	5.8	5.5	4.9	1.5	0.0	3.5	0.0	0.0	4.2	1.8	1.2	0.0	28.40	\$17,040.00
Jake Schulte	Attorney, Senior Associate at Nicholas & Tomasevic, LLP	\$500.00	8.8	0.0	8.4	4.4	0.0	14.1	0.0	0.0	8.8	0.0	4.5	0.0	49.00	\$24,500.00
Ethan Litney	Attorney, Former Associate at Nicholas & Tomasevic, LLP	\$450.00	120.2	178.9	190.1	159.6	20.1	176.8	11.1	8.1	94.5	8.1	28.5	0.0	996.00	\$448,200.00
Jordan Belcastro	Attorney, Associate at Nicholas & Tomasevic, LLP	\$375.00	1.8	1.1	6.9	0.0	0.0	8.8	0.0	0.0	6.2	4.0	5.5	0.0	34.30	\$12,862.50
Valerie Garcia	Paralegal, Nicholas & Tomasevic, LLP	\$225.00	19.5	4.6	4.9	31.0	1.2	20.5	6.3	0.8	14.1	2.1	8.9	0.0	113.90	\$25,627.50
Emilia Carrillo	Chief Paralegal, Nicholas & Tomasevic, LLP	\$225.00	48.8	32.5	12.4	35.4	3.6	32.6	7.7	1.1	11.9	4.5	22.4	0.0	212.90	\$47,902.50
TOTAL FEES															2,479.30	\$1,321,482.50

HOURS TOTALS: 319.4 298.0 396.1 369.0 36.4 473.0 27.5 30.6 291.6 107.7 130.0 0.0 2,479.30

- | | |
|---|---|
| 1 Plaintiff and Class Communications | 7 Experts and Consultants |
| 2 Document and Data Review | 8 Court Appearances |
| 3 Factual Research and Investigation | 9 Litigation Strategy and Analysis |
| 4 Written Discovery | 10 Settlement, including Settlement Approval Work |
| 5 Depositions | 11 Case Management and Administrative |
| 6 Pleadings, Briefs, and Pretrial Motions | 12 Trial Preparations |

EXHIBIT 3

3/14/2024
1:17 PMNICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 1

 Selection Criteria

Clie.Selection	Include: Rivera v. Invitation Homes
Slip.Transaction Type	Expense
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Reference	Units DNB Time	Rate Rate Info Bill Status	Slip Value
192513 3/12/2018 WIP Cost of documents from ROA	EXP	Craig Nicholas Document Cost Rivera v. Invitation Hom	1	7.50	7.50
195870 5/31/2018 WIP Postage for May	EXP	Craig Nicholas Postage Rivera v. Invitation Hom	1	1.84	1.84
197149 6/1/2018 WIP Filing fee for complaint	EXP	Craig Nicholas Filing Rivera v. Invitation Hom	1	400.00	400.00
197161 6/4/2018 WIP Fee to serve summons/complaint package	EXP	Craig Nicholas Service Fee Rivera v. Invitation Hom	1	66.76	66.76
197190 6/30/2018 WIP Postage for June	EXP	Craig Nicholas Postage Rivera v. Invitation Hom	1	0.68	0.68
202992 10/1/2018 WIP Cost of documents from PACER	EXP	Craig Nicholas Document Cost Rivera v. Invitation Hom	1	1.90	1.90
207244 1/31/2019 WIP Postage for January	EXP	Craig Nicholas Postage Rivera v. Invitation Hom	1	3.26	3.26

3/14/2024
1:17 PMNICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
213941	EXP	Craig Nicholas	1	0.50	0.50
5/1/2019		Postage			
WIP		Rivera v. Invitation Hom			
Postage for May					
218162	EXP	Craig Nicholas	1	4.20	4.20
10/1/2019		Document Cost			
WIP		Rivera v. Invitation Hom			
Cost of documents from PACER					
218114	EXP	Craig Nicholas	1	5000.00	5000.00
10/8/2019		Miscellaneous			
WIP		Rivera v. Invitation Hom			
Expert Witness Retainer paid via Bill Pay to Hemming Morse					
221140	EXP	Craig Nicholas	1	242.97	242.97
1/30/2020		Miscellaneous			
WIP		Rivera v. Invitation Hom			
Southwest flight for Alex Tomasevic re mediation in San Francisco on 3/27/20					
222184	EXP	Craig Nicholas	1	182.50	182.50
2/21/2020		Miscellaneous			
WIP		Rivera v. Invitation Hom			
Payment to Hemming Morse Invoice No. 1911-02706					
222272	EXP	Craig Nicholas	1	5450.00	5450.00
3/4/2020		Mediation			
WIP		Rivera v. Invitation Hom			
Cost of mediation. Payment to Jams. Invoice No. 5031898. Check No. 2101.					
223184	EXP	Craig Nicholas	1	0.50	0.50
3/31/2020		Postage			
WIP		Rivera v. Invitation Hom			
Postage for March					
226911	EXP	Craig Nicholas	1	3.20	3.20
6/30/2020		Postage			
WIP		Rivera v. Invitation Hom			
Postage for June					
226957	EXP	Craig Nicholas	1	2500.00	2500.00
7/30/2020		Expert fees			
WIP		Rivera v. Invitation Hom			
Payment to Ian Thompson via Bill Pay.					

3/14/2024
1:17 PMNICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 3

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client		Bill Status	
Description	Reference			
226970	Craig Nicholas	1	1.30	1.30
7/31/2020	Postage			
WIP	Rivera v. Invitation Hom			
Postage for July				
227843	Craig Nicholas	1	0.20	0.20
8/1/2020	Online Research			
WIP	Rivera v. Invitation Hom			
Online legal research- PACER Quarterly				
229883	Craig Nicholas	1	402.00	402.00
2/2/2021	Miscellaneous			
WIP	Rivera v. Invitation Hom			
Payment to Silverman Thompson Invoice No. 60582.				
230222	Craig Nicholas	1	200.00	200.00
3/19/2021	Miscellaneous			
WIP	Rivera v. Invitation Hom			
Silverman Thompson payment. Invoice No. 61003				
230340	Craig Nicholas	1	7.70	7.70
4/1/2021	Online Research			
WIP	Rivera v. Invitation Hom			
Online legal research for the month of January-March quarter. PACER				
230823	Craig Nicholas	1	6.10	6.10
7/1/2021	Online Research			
WIP	Rivera v. Invitation Hom			
Online legal research for Quarter 2 - PACER				
230958	Craig Nicholas	1	1.42	1.42
8/31/2021	Postage			
WIP	Rivera v. Invitation Hom			
Postage				
231070	Craig Nicholas	1	1676.30	1676.30
9/3/2021	Depo. Cost			
WIP	Rivera v. Invitation Hom			
Deposition Costs for Christian Ramirez. IMAGINE Invoice No. 51779				
231078	Craig Nicholas	1	65.95	65.95
9/17/2021	Miscellaneous			
WIP	Rivera v. Invitation Hom			
Western Attorney Services Invoice No. 82260				

3/14/2024
1:17 PMNICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
231297	EXP	Craig Nicholas	1	2.50	2.50
10/1/2021		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research for Q3 - PACER					
231093	EXP	Craig Nicholas	1	100.00	100.00
10/5/2021		Miscellaneous			
WIP		Rivera v. Invitation Hom			
CMN pro hac vice application for the N.D. Tx.					
231232	EXP	Craig Nicholas	1	100.00	100.00
10/7/2021		Miscellaneous			
WIP		Rivera v. Invitation Hom			
AT pro hac vice application					
231821	EXP	Craig Nicholas	1	4.10	4.10
1/1/2022		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research for Q4 - PACER					
232407	EXP	Craig Nicholas	1	3.20	3.20
5/1/2022		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research for Q1 - PACER					
232752	EXP	Craig Nicholas	1	3725.00	3725.00
7/18/2022		Mediation			
WIP		Rivera v. Invitation Hom			
Cost of mediation. payment made to JAMS, Inc. Invoice no. 6250786					
233362	EXP	Craig Nicholas	1	2.40	2.40
10/1/2022		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research for Q3 - PACER					
233890	EXP	Craig Nicholas	1	0.40	0.40
1/1/2023		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research for Q4 - PACER					
235033	EXP	Craig Nicholas	1	35.70	35.70
7/17/2023		Online Research			
WIP		Rivera v. Invitation Hom			
Online legal research from PACER Q2 2023					

3/14/2024
1:17 PM

NICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
235392	EXP	Craig Nicholas	1	3400.00	3400.00
9/26/2023		Invest. Srvc			
WIP		Rivera v. Invitation Hom			
Fees paid to outside investigator Errands Services for finding and outreach to witnesses and class members					
235393	EXP	Craig Nicholas	1	2200.00	2200.00
9/26/2023		Invest. Srvc			
WIP		Rivera v. Invitation Hom			
Fees paid to outside investigator Errands Services for finding and outreach to witnesses and class members					
236216	EXP	Craig Nicholas	1	2800.00	2800.00
9/26/2023		Invest. Srvc			
WIP		Rivera v. Invitation Hom			
Fees paid to outside investigator Errands Services for finding and outreach to witnesses and class members					
235414	EXP	Craig Nicholas	1	12.00	12.00
9/30/2023		Document Cost			
WIP		Rivera v. Invitation Hom			
Cost of documents from PACER in Q3 2023					
235684	EXP	Craig Nicholas	1	539.95	539.95
11/20/2023		Meal & Travel			
WIP		Rivera v. Invitation Hom			
Travel Costs for Hearing 11/29					
235685	EXP	Craig Nicholas	1	199.33	199.33
11/22/2023		Meal & Travel			
WIP		Rivera v. Invitation Hom			
Hotel Costs for Hearing 11/29					
236215	EXP	Craig Nicholas	1	73.88	73.88
11/29/2023		Meal & Travel			
WIP		Rivera v. Invitation Hom			
Meal Costs for Hearing 11/29					
Grand Total					
		Billable	0.00		29425.24
		Unbillable	0.00		0.00
		Total	0.00		29425.24

EXHIBIT 4

John Cuentas

#706079 RENTER JOHN CUENTAS CASE NO 3:21-CV-2194-B

Submitted	Received via	Requester
February 28, 2024 at 6:04 PM	Mail	John Cuentas [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category	Total time spent (sec)	Time spent last update (sec)
Objection	16	16

John Cuentas February 20, 2024 at 6:35 PM

To the United States District Court for the Northern District of Texas

Case Name: Francine McCumber et al v Invitation Homes Inc

No. 3:21-CV-2194-B

I, the undersigned, hereby object to the following:

1. Refund of Unfair Collective Deposit: I contend that the collective deposit I paid was unfairly assessed and should be refunded. The last four of my SSN - [REDACTED]
2. Extra Fees Charges: Over five years, I have been subjected to additional fees that I believe are unjustified. I request a thorough review of these charges.

The aforementioned objections pertain to my tenancy with Invitation Homes at the address of Dunedin Trail in Woodstock, GA.

Furthermore, I express my intention to appear at the final approval hearing.

Sincerely,
JOHN CUENTAS

[REDACTED]

TEL [REDACTED]

Support Software by **Zendesk**

Eric & Linda Frounder

#696708 Francine McCumber et al. v. Invitation Homes, Inc. Class Action c/o Invitation Homes Settlement Administrator

Submitted	Received via	Requester
February 26, 2024 at 11:57 PM	Mail	Linda Frounder [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category
Objection

Linda Frounder February 23, 2024 at 8:03 PM

Via Email

Francine McCumber et al. v. Invitation Homes, Inc., pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV- 2194-B),

1) contain your full name, address and last four digits of your social security number;

Linda V. Frounder [REDACTED]
& Eric Frounder [REDACTED]
[REDACTED] (current address)
[REDACTED]

(2) include your signature (if submitted by mail);

(4) include the basis for the objection to the Settlement, and

I ask that the court approves the settlement. I believe it is somewhat fair. On May 5, 2019 My son and I were forced to leave the address [REDACTED]. Property of Invitation Homes, I tried to get all of the astronomical fees that I was charged. During the time I was trying to find a second job to keep the home and pay the fees. We were forced to give up the home and move into our car briefly, then into a bed bug fleabag hotel. We never received a deposit, I cleaned the home thoroughly. No amount of money can compensate for what my family went through. The embarrassment, humiliation and not to mention not having a home for a year and 6 months.

(5) state whether you intend to appear at the Final Approval Hearing. Georgia

Respectfully,

Linda V. Frounder
[REDACTED]

Support Software by Zendesk

David & Melody Jefferson

David & Melody Jefferson
[REDACTED]
[REDACTED]
[REDACTED]

Date: 2.2.2024

NOTICE OF OBJECTION

Case No. 3:21-cv-02194-B

FRANCINE McCUMBER, ET AL. Plaintiffs, v.
INVITATION HOMES, INC., a Maryland corporation

This is David & Melody Jefferson. We were prior renters of Invitation Homes. Our address through them [REDACTED]. We are writing to object to the settlement at hand with Invitation Homes. Invitation Homes not only mistreated us, lied to us, overcharged us, and never paid back for work that was done. Invitation homes have had a history of overcharging, not paying fees back, lying, not following through with their statements, and adding cost onto our bill until finally, we had enough and moved. I Have attached document after document of conversations with multiple of the workers at Invitation homes. I was one to always pay my bills, unfortunately, there was a time I came home to the water off for "Failed payment" on their part. When I reached out immediately, they asked for me to stay in a hotel, that they would pay. Knowing I had dogs and ensuring that they would make sure it was dog-friendly (the hotel), It was a night of misery. I was going to have to pay, my dogs couldn't stay. I had no choice but to leave the dogs at home alone, they ended up messing up the carpet. I notified Invitation Homes right away. They promised they fix it due to them not paying for the water. Of course, they dragged it out, never to be fixed, along with numerous other situations.

There were numerous things in the home, from mold, trees falling on the roof, and one of my cars breaking my window, bringing it to their attention, with photos and videos and they still didn't pay. They told me to get my insurance, even though I was asking for months." Although all these things needed to be fixed in my home, I noticed my rent kept going up with misc. charges. In the attachments, you will see all the issues. I had a service dog and they continued to charge me even though I sent the paperwork in. They then denied it because it wasn't a PDF, I turned it back in and they never repaid me. I couldn't possibly begin to list the numerous different things that took place; however, I was smart and kept a record of everything besides phone calls, because I didn't know how. I attached the majority of it all that I felt was relevant. As time passed, nothing was getting fixed and I finally said this is enough. I'm not paying anything, you got to fix this stuff. I even sent a part of the lease where it showed they were responsible. Well, a man by the name of Chris reached out and stated if we got out by the 20th of the month, not only would they not charge me the remaining balance, but it would be wiped clean and like the promise of us moving out by a certain date and the statement of them not charging. Followed by more lies. I not only got out by the 19th, I had to pay for movers, and the t

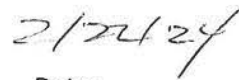
place, the deposit. They never returned any money to me. Not for a deposit (using the things that I ask them to fix against me.

As you read through these emails, you will see the back and forth. You will see the lies, the charges, no paybacks, and now I am in debt to them thousands of dollars. I never got a summons to court, it went straight to my husband and my credit. All of these were over false charges. I am glad that others have seen this and whatever I need to do, or get to help in this matter, I will.

I appreciate the time and effort in helping us make this right. Invitation Homes should not be given the ability to rent to people. My original charge was 1400 and each month I paid almost 1800 and at times more when they would through charges on me. They have me locked out of the portal where I can show you the "misc. charges" that is what they had it under. I'm assuming because all of this is going on, they locked people out. I believe if you request it from the court, they will give you, my record. We, David & Melody Jefferson, give you (the lawyers) the consent to pull our bill records from invitation homes and any information you need, including the original lease.



David Jefferson



Date:



Melody Jefferson



Date:

David & Melody Jefferson
[REDACTED]
[REDACTED]
[REDACTED]

Date: 2.2.2024

NOTICE OF OBJECTION

Case No. 3:21-cv-02194-B

**FRANCINE McCUMBER, ET AL. Plaintiffs, v.
INVITATION HOMES, INC., a Maryland corporation**

This is David & Melody Jefferson. We were prior renters of Invitation Homes. Our address through them [REDACTED]. We are writing to object to the settlement at hand with Invitation Homes. Invitation Homes not only mistreated us, lied to us, overcharged us, and never paid back for work that was done. Invitation homes have had a history of overcharging, not paying fees back, lying, not following through with their statements, and adding cost onto our bill until finally, we had enough and moved. I Have attached document after document of conversations with multiple of the workers at Invitation homes. I was one to always pay my bills, unfortunately, there was a time I came home to the water off for "Failed payment" on their part. When I reached out immediately, they asked for me to stay in a hotel, that they would pay. Knowing I had dogs and ensuring that they would make sure it was dog-friendly (the hotel), It was a night of misery. I was going to have to pay, my dogs couldn't stay. I had no choice but to leave the dogs at home alone, they ended up messing up the carpet. I notified Invitation Homes right away. They promised they fix it due to them not paying for the water. Of course, they dragged it out, never to be fixed, along with numerous other situations.

There were numerous things in the home, from mold, trees falling on the roof, and one of my cars breaking my window, bringing it to their attention, with photos and videos and they still didn't pay. They told me to get my insurance, even though I was asking for months." Although all these things needed to be fixed in my home, I noticed my rent kept going up with misc. charges. In the attachments, you will see all the issues. I had a service dog and they continued to charge me even though I sent the paperwork in. They then denied it because it wasn't a PDF, I turned it back in and they never repaid me. I couldn't possibly begin to list the numerous different things that took place; however, I was smart and kept a record of everything besides phone calls, because I didn't know how. I attached the majority of it all that I felt was relevant. As time passed, nothing was getting fixed and I finally said this is enough. I'm not paying anything, you got to fix this stuff. I even sent a part of the lease where it showed they were responsible. Well, a man by the name of Chris reached out and stated if we got out by the 20th of the month, not only would they not charge me the remaining balance, but it would be wiped clean and like it never happened, nothing would go against me, and I would get my security back. This he swore too per the conversations. They never answered me when asking about charges, they just made up different reasons why someone else would have to get back to me. We decided to go, it was getting out of hand. The promise of us moving out by a certain date and the statement of them not charging us was a lie. Followed by more lies. I not only got out by the 19th, I had to pay for movers, and the truck, the new

place, the deposit. They never returned any money to me. Not for a deposit (using the things that I ask them to fix against me.

As you read through these emails, you will see the back and forth. You will see the lies, the charges, no paybacks, and now I am in debt to them thousands of dollars. I never got a summons to court, it went straight to my husband and my credit. All of these were over false charges. I am glad that others have seen this and whatever I need to do, or get to help in this matter, I will.

I appreciate the time and effort in helping us make this right. Invitation Homes should not be given the ability to rent to people. My original charge was 1400 and each month I paid almost 1800 and at times more when they would through charges on me. They have me locked out of the portal where I can show you the "misc. charges" that is what they had it under. I'm assuming because all of this is going on, they locked people out. I believe if you request it from the court, they will give you, my record. We, David & Melody Jefferson, give you (the lawyers) the consent to pull our bill records from invitation homes and any information you need, including the original lease.

David Jefferson

Date:

Melody Jefferson

Date:

Fwd: Home Is Where The Smart Is

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:33 PM

To: Melody Jefferson <[REDACTED]>

----- Forwarded message -----

From: **LaVonda Hall-Brown** <lavonda.hall-brown@invitationhomes.com>

Date: Thu, Dec 14, 2023 at 1:04 PM

Subject: Home Is Where The Smart Is

To: [REDACTED]

CC: [REDACTED]



Dear Melody Jefferson,

Welcome to your Invitation Homes Smart Home, powered by SmartRent. Soon you'll be able to manage all of the smart devices in your home – including your Ring video doorbell – right from your smartphone or any connected device.

We recently activated your SmartRent account services at 110 Cartway Ln, so please be on the lookout for a series of three emails sent from SmartRent.com.

- The first email ("Your Invitation Homes SmartRent Access Code") provides a link to the unique access code for your home.
- The second email ("Welcome to SmartRent") enables you to create your SmartRent account. Simply click the "Get Started" button to register.
- After your account is created, you'll receive a third email ("Connect your home with Ring") with instructions on how to set up and connect your Ring video doorbell.

Please check your spam/junk folder if you don't receive the activation email within the next 20 minutes.

We just know you're going to love our innovative Smart Home features:

Our **video doorbell** will alert you when someone rings the bell or when motion is detected. You can answer the door or pull up live view any time within the SmartRent app. It's seamless! Our **smart locks** allow you to lock and unlock doors remotely, create access codes for specific family members, and receive custom notifications. And our **smart thermostat** lets you control the temperature inside your home with ease.

For more information on your new Smart Home technology, read the Smart Home Resident User Guide and the Smart Home Ring Installation Guide. A fee of \$24.95 will appear on your monthly bill and is due with your rent payment. For technical support, please contact us.

Enjoy the convenience and peace of mind that comes with your Smart Home. Thanks again for choosing Invitation Homes.

Sincerely,

Your Invitation Homes Team



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Thu 2/22/2024 12:30 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Thu, Feb 22, 2024 at 12:21 PM

Subject: Fwd: FW: Maintenance issues [REDACTED]

To: [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Fri, Jun 23, 2023 at 1:29 PM

Subject: Re: FW: Maintenance issues 110 Cartway Ln, Statesville, NC 28625

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Chris

Smith <Chris.Smith@invitationhomes.com>, Gregory Heaster

<gregory.heaster@invitationhomes.com> ,

<Julia.layer@invitationhomes.com>, LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

I'm so sorry that you have wasted your time and that Chris notified you after I moved and knowing that I moved. I'm not sure if he's trying to portray like I'm still there but I no longer live there as of 19 of July. Chris had sent me a letter informing me to be out by the 20th and if I wasn't out by the 20th then he would have to proceed with with court processing. I then informed him of my rights as well and I told him I would be out however, if I was to go to court I would fight it.... To stop headache and dealing with Invention homes I went ahead and moved. . I moved due to all the maintenance and nothing getting fixed for over a year and a half! The lies from the employees at Invention Homes. And as long as I was paying they didn't care that I was struggling with problems at the house now that I have moved my phone is blowing up so please I am not there. I have not lived there since the 19th per Chris's request and lack of concern... I whipped my hands clean if Invention homes. The keys are were you asked them to be.. I already know Invention homes has been there sense I have moved so stop wasting maintenance and third parties time knowing I'm not there.

M. Jefferson.

On Fri, Jun 23, 2023 at 12:30 PM Gregory Heaster

<gregory.heaster@invitationhomes.com> wrote:

| Good afternoon,

Thu 2/22/2024 12:30 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Thu, Feb 22, 2024 at 12:21 PM

Subject: Fwd: FW: Maintenance issues [REDACTED]

To: [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Fri, Jun 23, 2023 at 1:29 PM

Subject: Re: FW: Maintenance issues [REDACTED]

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Chris Smith <Chris.Smith@invitationhomes.com>, Gregory Heaster <gregory.heaster@invitationhomes.com>, <Julia.layer@invitationhomes.com>, LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

I'm so sorry that you have wasted your time and that Chris notified you after I moved and knowing that I moved. I'm not sure if he's trying to portray like I'm still there but I no longer live there as of 19 of July. Chris had sent me a letter informing me to be out by the 20th and if I wasn't out by the 20th then he would have to proceed with with court processing. I then informed him of my rights as well and I told him I would be out however, if I was to go to court I would fight it.... To stop headache and dealing with Invention homes I went ahead and moved. . I moved due to all the maintenance and nothing getting fixed for over a year and a half! The lies from the employees at Invention Homes. And as long as I was paying they didn't care that I was struggling with problems at the house now that I have moved my phone is blowing up so please I am not there. I have not lived there since the 19th per Chris's request and lack of concern... I whipped my hands clean if Invention homes. The keys are were you asked them to be.. I already know Invention homes has been there sense I have moved so stop wasting maintenance and third parties time knowing I'm not there.

M. Jefferson.

On Fri, Jun 23, 2023 at 12:30 PM Gregory Heaster <gregory.heaster@invitationhomes.com> wrote:

| Good afternoon,

Fwd: [REDACTED]

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:30 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Thu, Jan 12, 2023 at 12:39 PM

Subject: 110 cartway ln.

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Invitation Homes <reply-fe901770726c067b70-168_HTML-321201094-100013985-180@sfemails.invitationhomes.com>, <Jeffersondavid12@aol.com>, <Julia.layer@invitationhomes.com>, LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

Hello, this is Melody Jefferson. Back in November of last year (2021) when my water got turned off because of something on y'all's end ... I was promised all these things. I was put in a ran down hotel that wouldn't allow my support animals, carpet got ruined clothes mildewed And I was informed my carpet would be fixed and compensation off my rent for all the trouble . (This is me summing up it quickly but we all know what happened) We went back in forth in conversation... the last conversation from Lavonda stating y'all needed a little more time it went to a different office. it's been three months! Nothing has been done. I also sent my pictures of carpet to Julia as requested and nothing! My Carpet still not fixed.

Through this, I continued to make my payments on time without fault and y'all still haven't held to your end of the deal. I would like corporate number please. Also Ashley is tagged in this due to knowing who to send this to. I know you did your part Ashley. - M. Jefferson 110 cartway ln. Statesville nc

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Fwd: Hello

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:30 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Tue, Nov 22, 2022 at 2:00 PM

Subject: Hello

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Invitation Homes <reply-fe901770726c067b70-168_HTML-321201094-100013985-180@sfemails.invitationhomes.com>, <InvitationHomesIPM@yardi.com>, <Jeffersondavid12@aol.com>, <Julia.layer@invitationhomes.com>, LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

Hello, this is Melody Jefferson. I currently reside at [REDACTED] in Statesville North Carolina. First I want to start by saying Ashley Cunningham has been huge help to me throughout my journey with renting from IH. And for that I am thankful. I have never had any problems and my bills are always paid early. I signed a two year lease however 5 months in, I considered moving to a different location with you guys. When I found out I would have to pay out (like K couldn't be transferred to another home) I decided to just stay Still. I don't complain and I don't put on a ton of work orders... this past 24 hrs has been hell and I need someone, anyone to take me serious and show empathy and understanding. The two gentlemen Josh and Patrick were not ones to do so...

To make a long story short I came home yesterday to no water being on. I waited a while thinking it could be the neighbor, however time pass in the water still wasn't coming on. I decided to reach out to innovation homes who told me to reach out to the water company to see if there is any incidents in the area. The water company informed me that the bill hadn't been paid and that it was on the cut off list. If you look at my file, you will see the 27 when the portal opens, I always pay my rent. I'm always early. invitation homes ended up putting me into a hotel last night, with the understanding that I had two animals that are dogs and could not leave them at the house alone. One of those dogs is a support animal.

The man who spoke with me last name night was Josh and he had an accent. He told me that I should have no problems at hotel and that everything was taken care of. When I arrived at the hotel It was around 6:30pm ... I was then informed that no animals are allowed to be their period. My support animal could come but I had to have her papers on me and I didn't. I had no choice but to take my dog back home because it was nighttime and it was a last minute thing. I decided to put the dogs in the bedrooms separate, so that the house don't get messed up. I'm a neat freak and I know that my dog would act out being alone.

When I got to the hotel the room was not paid for they have literally bothered me all the way up till 12 o'clock today when they were finally paid. I had to give them my information and they wanted me to pay for it because nobody was getting in contact with them. I missed 4 1/2 hours of work this morning. I attempted to get a hold of anybody to let me know if I was gonna have my water on today

or if we were having to stay in a hotel room another night or not. When I finally made connection with a man by the name of Patrick with intubation homes, he lacked any empathy, was very straight forward and cold to what My family and I had to go through. He informed me that the water would be on today he didn't know what time yet and for me to wait u til I got a call from them. To stop calling and when they knew something, they would call me. That is when I asked him about me missing work my clothes getting messed up that were in mid wash when the water got turned off, my carpet getting messed up from were I had to leave my dogs in the room due to the guy the night before lying to me about the animal policy and my dogs try to scratch out of the room. I said "sir who would be in control of that being that none of this was my fault." He had no answer for me all he kept saying was the water will be back on sometime today. Not only is this Thanksgiving day week but this was not called from anything I've done on my end. My dog would never rip up the carpet if she was allowed to go with me like I informed the person who got a hotel room. I would've had someone watch my dog but it was too late. I miss work because nobody was contacting me and I didn't know what to do nor was I going to drop my family off at home with no water. Eventually I had no choice but to bring them to the house and head towards work because I cannot afford to miss work. The water still not on at this time. That means if my kids or husband need to go to the bathroom the toilet will not flush. I cannot clean or cook until my water is on. I cannot prepare for Thanksgiving without my water being on. Not to mention the fact that I missed almost 5 hours of work this morning all over something that was not my fault and I had no control over. How is this going to be made right? Please believe when I say I am a great tenant. I don't mess with nobody. I pay all my bills on time. This was not OK and I truly hope this is made right and fair. Melody Jefferson [REDACTED]

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Fwd: FW: Rent

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:29 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Patrick Shepherd** <Patrick.Shepherd@invitationhomes.com>

Date: Sat, May 6, 2023 at 10:26 AM

Subject: FW: Rent

To: [REDACTED]

Hi there,

I was forwarded your email from Ashley Cunningham. I tried to call, but your line is not accepting calls right now. Can you call me back please? I will be in the office until 12 noon. 704 817 4341

Thank you,

Patrick Shepherd

Assistant Portfolio Director

Try our faster, easier way to report work orders. Download the app today! <https://www.invitationhomes.com/maintenance-app>



office 704.817.4260

Patrick.Shepherd@invitationhomes.com

9335 Harris Corners Parkway., Suite 150 Charlotte, NC 28269

invitationhomes.com

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding available to assist households that are unable to pay rent or utilities. Visit home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program for details and an index of all emergency rental assistance. See other rental assistance options in your area on the Resources page of our website at <https://www.invitationhomes.com/coronavirus-precautions>

DISCLAIMER: If you believe you have received this email in error, please notify the sender by reply transmission and delete the message without copying or disclosing it. Invitation Homes cannot guarantee that the contents of this email transmission, including any attachments, are error-free or secure from viruses or similar defects. Invitation Homes urges using caution when opening attachments, navigating to hyperlinks, or otherwise responding to this email, and accepts no liability from any damages that may arise as a result of this email transmission.

From: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>

Sent: Friday, May 5, 2023 3:42 PM

To: LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>; Patrick Shepherd <Patrick.Shepherd@invitationhomes.com>; Sabrina Germany <Sabrina.Germany@invitationhomes.com>

Subject: FW: Rent

Can someone please assist? [REDACTED]

Ashley Cunningham

Leasing Experience Specialist



mobile 980.280.9131

.....
9335 Harris Corners Parkway, Suite 100, Charlotte, NC 28269 invitationhomes.com
.....

From: Mel Mel Harper-Casey [REDACTED]
Sent: Friday, May 5, 2023 1:45 PM
To: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>
Subject: Re: Rent

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

? I am aware... did you read the email? Can you please transfer the email to accounting I'm trying to inform them of what is going on thank you

On Fri, May 5, 2023 at 1:00 PM Ashley Cunningham <Ashley.Cunningham@invitationhomes.com> wrote:

Good afternoon,

Rent payments are due on the 5th of each month by 5pm.

Ashley Cunningham

Leasing Experience Specialist



mobile 980.280.9131

.....
9335 Harris Corners Parkway, Suite 100, Charlotte, NC 28269 invitationhomes.com
.....

From: Mel Mel Harper-Casey [REDACTED]
Sent: Friday, May 5, 2023 10:38 AM
To: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>; Julia Layer <Julia.Layer@invitationhomes.com>
Subject: Rent

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

Hello, can you please forward this to the finance department

This is Melody Jefferson @ [REDACTED]

I have ran into a family emergency causing me to be behind this month. (I have never been late or behind ever) due to this I'm having to figure out my bills and what I am capable of doing to get back on track. I'm out of state with family so I haven't worked (I'm on family leave) and will be back to work next week. Making it to where I get paid on the 19th. I'm stating what I can do and please let me know what and if fees will be abled because I'm literally making myself sick over everything l. May 19th- 1000 then on the 1st I'll pay the 600 difference plus the following month. Equaling around 2200? (Guessing) and the rent will be back on track as long as it not a huge fee added on. I was trying to get a loan however sense I'm not in state and can't physically be in a office that plan didn't go well.

Hopefully I can make something happen before then but I need to have a plan if not

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Fwd: Rent

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:29 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Fri, May 5, 2023 at 1:45 PM

Subject: Re: Rent

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>

? I am aware... did you read the email? Can you please transfer the email to accounting I'm trying to inform them of what is going on thank you

On Fri, May 5, 2023 at 1:00 PM Ashley Cunningham <Ashley.Cunningham@invitationhomes.com> wrote:

Good afternoon,

Rent payments are due on the 5th of each month by 5pm.

Ashley Cunningham

Leasing Experience Specialist



mobile 980.280.9131

ashley.cunningham@invitationhomes.com

.....
[9335 Harris Corners Parkway, Suite 100, Charlotte, NC 28269](https://www.invitationhomes.com) [invitationhomes.com](https://www.invitationhomes.com)

From: Mel Mel Harper-Casey [REDACTED]
Sent: Friday, May 5, 2023 10:38 AM
To: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>; Julia Layer <Julia.Layer@invitationhomes.com>
Subject: Rent

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

Hello, can you please forward this to the finance department

This is Melody Jefferson [REDACTED]

I have ran into a family emergency causing me to be behind this month. (I have never been late or behind ever) due to this I'm having to figure out my bills and what I am capable of doing to get back on track. I'm out of state with family so I haven't worked (I'm on family leave) and will be back to work next week. Making it to where I get paid on the 19th. I'm stating what I can do and please let me know what and if fees will be abled because I'm literally making myself sick over everything I. May 19th- 1000 then on the 1st I'll pay the 600 difference plus the following month. Equaling around 2200? (Guessing) and the rent will be back on track as long as it not a huge fee added on. I was trying to get a loan however sense I'm not in state and can't physically be in a office that plan didn't go well.

Hopefully I can make something happen before then but I need to have a plan if not

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Fwd: Notice of Past Due Rent

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:27 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Wed, Jun 14, 2023 at 10:36 AM

Subject: Re: Notice of Past Due Rent

To: Chris Smith <Chris.Smith@invitationhomes.com>, [REDACTED]

Hello Chris,

Okay great, got your message as well via mail and I have never ever been late on any payments .. ever.... but I am so tired of you guys not sticking to anything you have said all the way back from the water getting turned off (on yall not me) and the crap I set with and them not fixing anything, to the trees, the broken window that I had to pay for by my self and then the mold that only the bathroom was covered in killz and the bacon door.. Athena carpet ..the backup in the house!!!! That was never fixed correctly, the ac unit... do you think at almost 2grand a month this is okay?!?! Not to mention the percentage that was support to come off my rent for that water situation .. just all lies. Than want to come back and say "there was no work order " not my problem..that the problem of the person lying to me and doing nothing about it. I have the proof. I have saved every single interaction with you guys via email and the numerous people I was transferred too for NOTHING to get accomplished. and now.. that I am tired of living in these conditions and no one was listening, I don't pay and now you guys want to fix it.. what about the year and a half I been here? I have saved the calls, the emails, the pictures, the one work order from the guy who was suppose to fix the trees and before and after pic...videos of the back up in the septic again not fixed just yard torn up, the mold....everything! And before you start throwing laws at me.. I just want to make sure your aware of all the laws...

Due to the unrealistic request of you wanting me to live in these conditions with my children and continue to pay the full amount of rent, that goes against all my rights. So I can move by the end of the month pending no court, ending the lease and vacating property and wipe our hands clean of this or you can bring me to court and I will fight it.

have a great day

On Thu, Jun 8, 2023 at 9:43 PM Invitation Homes <no-reply@sfemails.invitationhomes.com> wrote:
|

Hard copy to follow pursuant to state statutes.

6/8/2023

Melody Jefferson, David Jefferson

And all other Occupants

[REDACTED]

[REDACTED]

As you know, your rent is due on the 1st of each month. There is currently an outstanding balance owed on your account. Payment of the outstanding amount is due immediately.

Payments must be made online, using the Walk-in Payments (WIPS) system, or by certified check or money order. No personal checks will be accepted. If you need an explanation of the balance due, please contact the management office.

Please forward payment to:

Chris Smith

Portfolio Director for Invitation Homes As agent for 2018-3 IH Borrower LP

9335 Harris Corners Parkway, Suite 100

Charlotte, NC 28269

(704) 817-4260

In the event that payment is not received by **6/20/2023**, you are demanded to surrender possession of the Premises to us. If you fail to pay or vacate, then we will turn the matter over to our attorneys for the preparation and filing of an eviction action against you. In that event, we would not agree to dismiss the eviction case unless you agreed to settle our dispute by reimbursing us for all amounts that are now due or which will become due during the course of the eviction case.

We appreciate having you as our resident and hope you will give this important matter your immediate attention. Please contact our office with any additional questions.

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding available to assist households that are unable to pay rent or utilities. [Click here](#) for details and an index of all emergency rental assistance. See other rental assistance options in your area on the Resources page of our website at invitationhomes.com.

Sincerely,

Chris Smith
Portfolio Director
Invitation Homes
(704) 817-4260

Note: Invitation Homes acknowledges that the law in various jurisdictions is changing rapidly in response to COVID-19 and the company intends to follow the law in each jurisdiction in which it conducts business.

This email was sent to: [REDACTED]

This email was sent by: Invitation Homes Inc.
[1717 Main St. Suite 2000, Dallas, TX, 75201, US](#)

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Fwd: [REDACTED] - Photos

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:27 PM

To: Melody Jefferson <mjefferson@caringalternative.com>

----- Forwarded message -----

From: **Mel Mel Harper-Casey** <dakotasky1026@gmail.com>

Date: Tue, Nov 29, 2022 at 11:57 AM

Subject: Re: 110 Cartway Ln - Photos

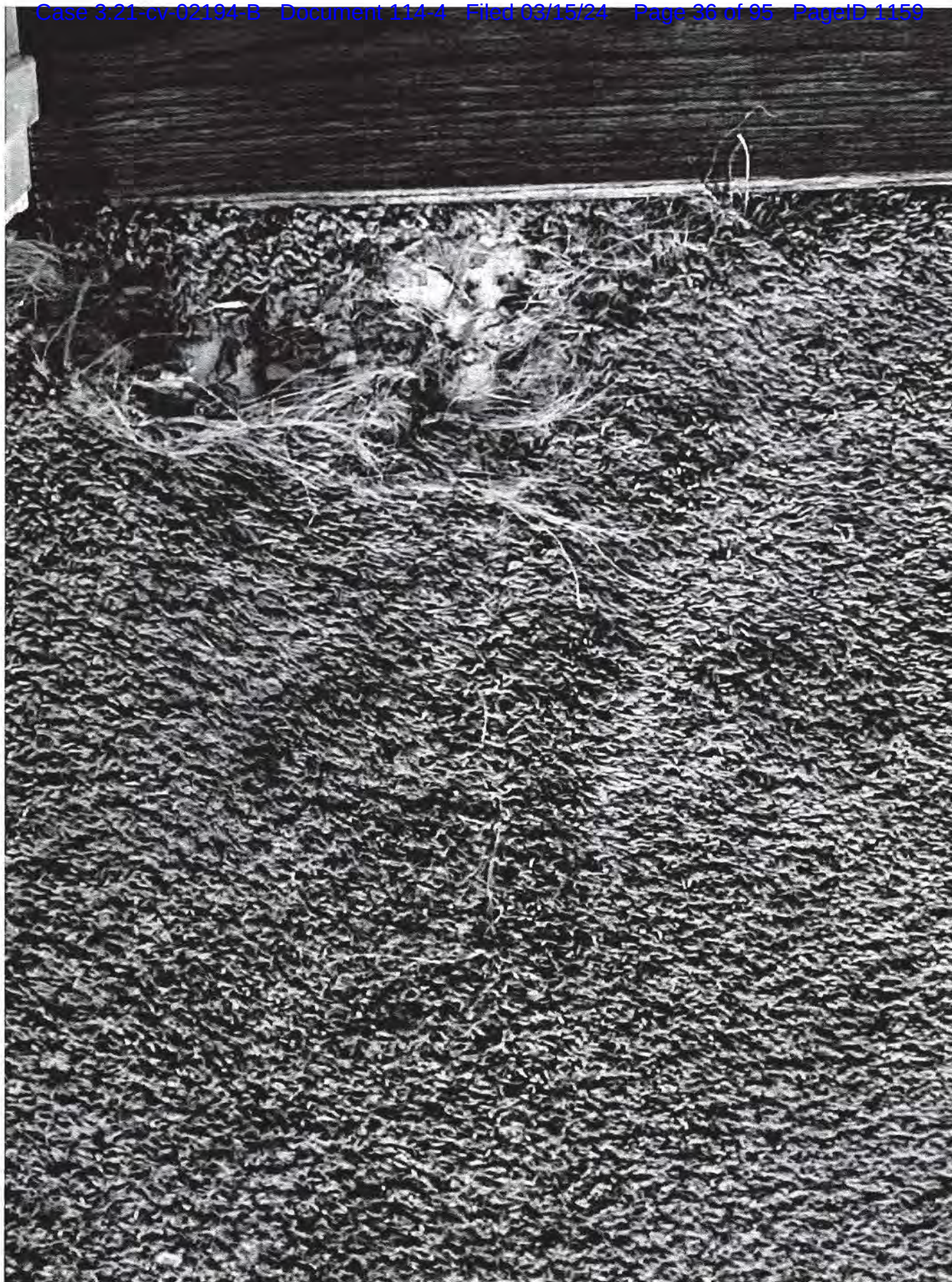
To: LaVonda Hall-Brown [REDACTED]

That is what I just sent? Did you not get it. The two pictures is were the dogs were put In separate rooms and I'm assuming both tried to get out or get to each other. They rip the carpet. This is what we discussed. I also told you I went out immediately and got carpet but it was the wrong color and you informed (also attached) Me that you would have it fixed free of charge. Attached is the picture of both entry and the carpet I originally bought









On Tue, Nov 29, 2022 at 11:44 AM LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com> wrote:

Hello Mrs. Jefferson,

Can you please reply to this email and attach the pictures of your carpet we discussed last week showing the area damaged by your dogs.

Thank You

LaVonda Hall-Brown

(She/Her)

APM/Property Management



office 704.817.4260

LaVonda.Hall-Brown@invitationhomes.com

(Try our faster, easier way to report work orders. Download the app today!
<https://www.invitationhomes.com/maintenance-app>)

.....

9335 Harris Corners Parkway, Suite 100, Charlotte, NC 28269 invitationhomes.com

.....

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From: Chris Smith <Chris.Smith@invitationhomes.com>
Sent: Monday, November 28, 2022 6:18 PM
To: [REDACTED]
Cc: LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>
Subject: [REDACTED] - Photos

Hi Melody,

Please forward me the photos of your carpet.

Thank you,

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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Fwd: 110 Cartway Ln - Photos

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:26 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Chris Smith** <Chris.Smith@invitationhomes.com>

Date: Mon, Nov 28, 2022 at 6:18 PM

Subject: [REDACTED] - Photos

To: [REDACTED]

CC: LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

Hi Melody,

Please forward me the photos of your carpet.

Thank you,

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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Fwd: Fwd:

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:25 PM

To:Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Sabrina Germany** <Sabrina.Germany@invitationhomes.com>

Date: Thu, Jun 15, 2023 at 8:48 AM

Subject: Re: Fwd:

To: Mel Mel Harper-Casey [REDACTED]

Good Morning,

Thank you for sending this over to me and following up. Chris Smith is my direct supervisor. Will follow up with her regarding this too.

Thank you,

Sabrina Germany
Assistant Portfolio Manager

office 704.817.4260
Sabrina.Germany@invitationhomes.com

.....
9335 Harris Corners Parkway., Suite 100 Charlotte, NC 28269
.....

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From: Mel Mel Harper-Casey [REDACTED]
Sent: Wednesday, June 14, 2023 5:39 PM
To: Sabrina Germany <Sabrina.Germany@invitationhomes.com>
Subject: Fwd:

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

Sabrina, this is the email and it answers all the question you may have...

----- Forwarded message -----

From: Mel Mel Harper-Casey [REDACTED]
Date: Wed, Jun 14, 2023 at 10:36 AM
Subject: Re: Notice of Past Due Rent
To: Chris Smith <Chris.Smith@invitationhomes.com>, [REDACTED]

Hello Chris,

Okay great, got your message as well via mail and I have never ever been late on any payments .. ever.... but I am so tired of you guys not sticking to anything you have said all the way back from the water getting turned off (on yall not me) and the crap I set with and them not fixing anything, to the trees, the broken window that I had to pay for by my self and then the mold that only the bathroom was covered in kilLz and the bacon door.. Athena carpet ..the backup in the house!!!! That was never fixed correctly, the ac unit... do you think at almost 2grand a month this is okay?!?! Not to mention the percentage that was support to come off my rent for that water situation .. just all lies. Than want to come back and say "there was no work order " not my problem..that the problem of the person lying to me and doing nothing about it. I have the proof. I have saved every single interaction with you guys via email and the numerous people I was transferred too for NOTHING to get accomplished. and now.. that I am tired of living in these conditions and no one was listening, I don't pay and now you guys want to fix it.. what about the year and a half I been here? I have saved the calls, the emails, the pictures, the one work order from the guy who was suppose to fix the trees and before and after pic...videos of the back up in the septic again not fixed just yard torn up, the mold....everything! And before you start throwing laws at me.. I just want to make sure your aware of all the laws... Due to the unrealistic request of you wanting me to live in these conditions with my children and continue to pay the full amount of rent, that goes against all my rights. So I can move by the end of the month pending no court, ending the lease and vacating property and wipe our hands clean of this or you can bring me to court and I will fight it.
have a great day

On Thu, Jun 8, 2023 at 9:43 PM Invitation Homes <no-reply@sfemails.invitationhomes.com> wrote:
|

Hard copy to follow pursuant to state statutes.

6/8/2023

Melody Jefferson, David Jefferson

And all other Occupants

[REDACTED]
[REDACTED]

As you know, your rent is due on the 1st of each month. There is currently an outstanding balance owed on your account. Payment of the outstanding amount is due immediately.

Payments must be made online, using the Walk-in Payments (WIPS) system, or by certified check or money order. No personal checks will be accepted. If you need an explanation of the balance due, please contact the management office.

Please forward payment to:

Chris Smith

Portfolio Director for Invitation Homes As agent for 2018-3 IH Borrower LP

9335 Harris Corners Parkway, Suite 100

Charlotte, NC 28269

(704) 817-4260

In the event that payment is not received by **6/20/2023**, you are demanded to surrender possession of the Premises to us. If you fail to pay or vacate, then we will turn the matter over to our attorneys for the preparation and filing of an eviction action against you. In that event, we would not agree to dismiss the eviction case unless you agreed to settle our dispute by reimbursing us for all amounts that are now due or which will become due during the course of the eviction case.

We appreciate having you as our resident and hope you will give this important matter your immediate attention. Please contact our office with any additional questions.

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding available to assist households that are unable to pay rent or utilities. [Click here](#) for details and an index of all emergency rental assistance. See other rental assistance options in your area on the Resources page of our website at invitationhomes.com.

Sincerely,

Chris Smith
Portfolio Director
Invitation Homes
(704) 817-4260

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This email was sent to: [REDACTED]

This email was sent by: Invitation Homes Inc.
[1717 Main St. Suite 2000, Dallas, TX, 75201, US](#)

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Fwd: Per your request - [REDACTED]

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:24 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: **Mel Mel Harper-Casey** <[REDACTED]>

Date: Sun, Jun 18, 2023 at 7:55 PM

Subject: Re: Per your request - [REDACTED]

To: Chris Smith <Chris.Smith@invitationhomes.com>

Okay.

On Sun, Jun 18, 2023 at 6:55 PM Chris Smith <Chris.Smith@invitationhomes.com> wrote:

Is there a lock box in the home? If not, the keys can be left on the kitchen counter along with any garage remotes.

Thank you,

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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From: Mel Mel Harper-Casey <[REDACTED]>
Sent: Friday, June 16, 2023 10:17 PM
To: Chris Smith <Chris.Smith@invitationhomes.com>
Subject: Re: Per your request - 110 Cartway Ln

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

I'm stating I'll be out the 20th per your original message and your letter in mail... again where do I leave the keys

On Fri, Jun 16, 2023 at 6:51 PM Chris Smith <Chris.Smith@invitationhomes.com> wrote:

Hi,

Are you stating that you will not be making your June rent payment?

Thank you,

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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From: Mel Mel Harper-Casey <[REDACTED]>
Sent: Friday, June 16, 2023 3:02 PM
To: Chris Smith <Chris.Smith@invitationhomes.com>
Subject: Per your request

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

Per your request, we will be out Monday. Where would you like me to leave the keys?

Melody Jefferson

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Fwd: [REDACTED]

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:23 PM

To: Melody Jefferson <[REDACTED]>

----- Forwarded message -----

From: **Mel Mel Harper-Casey** <[REDACTED]>

Date: Wed, Nov 30, 2022 at 8:49 PM

Subject: [REDACTED]

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Chris Smith <Chris.Smith@invitationhomes.com>, <InvitationHomesIPM@yardi.com>, [REDACTED], LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

Hello,

This is Mrs Jefferson again. I'm sorry to contact you again however I was told that someone was going to reach out to me about compensation first on Friday then on Monday... it's going on Thursday and no one has made contact with me. I sent in the pictures of the carpet as requested and had to resend them shortly after however; no response from that either. I always pay my rent on the 27th and never give any issues. I haven't paid yet due to what I'm seeing as empty promises. I want to believe the people I was working with was sincere. I understand that it's done and over and the water is back on but I went through complete hell when it should of never happened. I was put in a low grade motel that was filled with the smell of weed going down the hallways. But we were so exhausted we ask they change our room to a different floor to get away from the smell. My dogs couldn't stay with me because only one was ESA and I had told the guy that put us in the hotel that it had to be dog friendly. Then the situation with the payment and having to give them my card then having no choice but to bring my dogs home because it's the middle of the night, I have kids that have to go to school and my husband and I have to work. We literally missed all morning of work trying to figure out if we had to get another room or if the water was on. The water was off all day. And the day prior. It got turned off in the middle of washing clothes so my clothes were mel dewed. I went out and bought a carpet myself to attempt and fix what the dogs messed up because they never stay at home alone All because of something that had nothing to do with us. We signed a contract and we have kept our end of the deal.. we don't get on no one's nerves, we pay on bills on time, we don't bother no one. Even when we were contemplating moving because this house is too small and we asked Ashley if we could get into a bigger house through you guys. (full intention to stay renting from y'all, just needing a bigger home) She told us we would have to pay out and pay two months even though our bills are on time. So we let it go, willing to finish our contract and just move on. We didn't make a huge deal out of it. I'm asking y'all stay true to your words and make this right. I will not bother or write anyone from IH again over this.

Melody & David Jefferson

Nov 30,2022

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Fwd: Please stop

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:23 PM

To: Melody Jefferson [REDACTED]

----- Forwarded message -----

From: Mel Mel Harper-Casey [REDACTED]

Date: Mon, Jun 26, 2023 at 3:43 PM

Subject: Please stop

To: Ashley Cunningham <ashley.cunningham@invitationhomes.com>, Chris Smith <Chris.Smith@invitationhomes.com>, [REDACTED]

Invitation Homes

Please stop emailing me. I moved out the 19th. I do not live there. It's been cleared as promise and keys left for Chris on the counter in kitchen. This is ridiculous that now y'all are trying to get everything fix. It's such bull crap. If y'all fixed it when I was there I would of never moved. Stop sending me stuff like I'm still there and having people call me. Stop. I'm gone. You got the house the keys I'm gone stop

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Fwd: FW: Maintenance issues [REDACTED]

Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:22 PM

To: Melody Jefferson <[REDACTED]>

📎 1 attachments (472 KB)

image_123986672.JPG;

----- Forwarded message -----

From: **Mel Mel Harper-Casey** [REDACTED]

Date: Fri, Jun 23, 2023 at 7:03 PM

Subject: Re: FW: Maintenance issues [REDACTED]

To: Chris Smith <Chris.Smith@invitationhomes.com>

Okay Chris,

Whatever you say. I'm out of the house. I got out the 19th. No need to continue this back and forth. You stated I didn't call to confirm. That doesn't even make sense .. especially sense in the same sentence you wrote "you told me you be out by the 20th"..and I was . What is there to confirm?? Unlike Invitation homes.. I do not lie. Now please stop writing me. This nothing left to talk about. I will never ever rent through a agency like ya'lll again.

6:55



Chris Smith

Portfolio Director for Invitation Homes As agent
for 2018-3 IH Borrower LP

9335 Harris Corners Parkway, Suite 100

Charlotte, NC 28269

(704) 817-4260

In the event that payment is not received by **6/20/2023**, you are demanded to surrender possession of the Premises to us. If you fail to pay or vacate, then we will turn the matter over to our attorneys for the preparation and filing of an eviction action against you. In that event, we would not agree to dismiss the eviction case unless you agreed to settle our dispute by reimbursing us for all amounts that are now due or which will become due during the course of the eviction case.

We appreciate having you as our resident and hope you will give this important matter your immediate attention. Please contact our office with any additional questions.

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding

6:56



reimbursing us for all amounts that are now due or which will become due during the course of the eviction case.

We appreciate having you as our resident and hope you will give this important matter your immediate attention. Please contact our office with any additional questions.

Invitation Homes has helped thousands of our residents find and secure financial assistance and additional support available through government and third-party agencies. The U.S. Department of Treasury has made funding available to assist households that are unable to pay rent or utilities. [Click here for details and an index of all emergency rental assistance.](#) See other rental assistance options in your area on the Resources page of our website at invitationhomes.com.

Sincerely,

Chris Smith
Portfolio Director
Invitation Homes
(704) 817-4260

On Fri, Jun 23, 2023 at 6:53 PM Chris Smith <Chris.Smith@invitationhomes.com> wrote:

I don't send pay or quits; they are corporate generated and sent automatically if payment is not received. I told you to leave the keys on the counter after you stated that you would be vacating on the 20th. Thank you for your response. Have a great weekend.

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

[9335 Harris Corners Pkwy, Suite 100 | Charlotte, NC 28269](#)

[invitationhomes.com](#) | [Contact us](#) | [Maintenance](#) | [Payments](#) | [Download Maintenance App](#)

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From: Mel Mel Harper-Casey <[REDACTED]>
Sent: Friday, June 23, 2023 5:57 PM
To: Chris Smith <Chris.Smith@invitationhomes.com>
Subject: Re: FW: Maintenance issues [REDACTED]

CAUTION: This email originated from outside Invitation Homes and may contain unsafe content.

No sir, I moved

on the 19th... I informed you... I actually hired movers who moved me and have confirmation from my receipts . so not sure what your trying to say however it was not a automatic email or letter it was one directly from you.You told me to leave the keys on counter and I did.. and I haven't returned. Take care

On Fri, Jun 23, 2023 at 4:30 PM Chris Smith <Chris.Smith@invitationhomes.com> wrote:

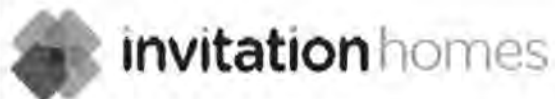
Hi Melody,

We spoke on Monday June 19th, at 9:28 am regarding your vacating on the 20th. I did not hear back from you on the 20th stating that you were out of the home. Unfortunately, we cannot move a resident out of the system until we receive confirmation. The letter you received to vacate is sent to every resident that has a balance and is considered late. Per our conversation, I explained this to you and asked if you had intention of making your monthly payment. You responded that you were stating that you would be out on the 20th. My apologies if there were any misunderstandings on my part.

Thank you,

Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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From: Mel Mel Harper-Casey [REDACTED]
Sent: Friday, June 23, 2023 1:29 PM
To: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>; Chris Smith <Chris.Smith@invitationhomes.com>; Gregory Heaster <gregory.heaster@invitationhomes.com>; Julia Layer <Julia.Layer@invitationhomes.com>; LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>
Subject: Re: FW: Maintenance issues [REDACTED]

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I'm so sorry that you have wasted your time and that Chris notified you after I moved and knowing that I moved. I'm not sure if he's trying to portray like I'm still there but I no longer live there as of 19 of July. Chris had sent me a letter informing me to be out by the 20th and if I wasn't out by the 20th then he would have to proceed with with court processing. I then informed him of my rights as well and I told him I would be out however, if I was to go to court I would fight it... To stop headache and dealing with Invention homes I went ahead and moved. . I moved due to all the maintenance and nothing getting fixed for over a year and a half! The lies from the employees at Invention Homes. And as long as I was paying they didn't care that I was struggling with problems at the house now that I have moved my phone is blowing up so please I am not there. I have not lived there since the 19th per Chris's request and lack of concern... I whipped my hands clean if Invention homes. The keys are were you asked them to be.. I already know Invention homes has been there sense I have moved so stop wasting maintenance and third parties time knowing I'm not there.

M. Jefferson.

On Fri, Jun 23, 2023 at 12:30 PM Gregory Heaster <gregory.heaster@invitationhomes.com> wrote:

Good afternoon,

I received an email from Chris Smith your property manager stating you have some maintenance issues that have not gotten resolved. I asked one of my maintenance supervisors to forward me any emails that you had sent to him. I see that the hvac wo that was created got closed out after 3 days because the vendor stated he could not reach you. I apologize that the supervisor did not follow up with you on your issues.

If you would like to respond to this email or call me at the number listed below with a day and time that works best for you I will personally come to the home and walk through it with you to ensure we get all your issues corrected in a timely manner.

Gregory Heaster

Regional Maintenance Manager



Cell 980-205-2987

Gregory.heaster@invitationhomes.com

[9335 Harris Corners Pkwy, Ste 100 | Charlotte, NC 28269](#)

[invitationhomes.com](#) | [Contact us](#) | [Maintenance](#) | [Payments](#) | [Download Maintenance App](#)

From: James Tyler <James.Tyler@invitationhomes.com>

Sent: Friday, June 23, 2023 12:13 PM

To: Gregory Heaster <gregory.heaster@invitationhomes.com>

Subject: FW: Maintenance issues [REDACTED]

From: Mel Mel Harper-Casey [REDACTED]

Sent: Monday, June 12, 2023 12:50 PM

To: James Tyler <James.Tyler@invitationhomes.com>

Subject: Re: Maintenance issues [REDACTED]

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This is a list of just what I know without asking my husband who is at work at this time

Back door

Trees surrounding whole house which broke my window on car and I ended up paying out of pocket for..

Gutter

Carpet (that was messed up from dogs due to not being able to stay at hotel when water shut off and company put us in hotel that was not dog friendly and was told it would be fixed back when it happened, never was)

Mold

Problems with Spector causing it to back up in home not correctly fixed

AC unit not shutting off and constantly running

On Mon, Jun 12, 2023 at 12:44 PM James Tyler <James.Tyler@invitationhomes.com> wrote:

Good Afternoon Miss Melody.

Please send me the maintenance issues and I will work on getting the issues resolved.

Derek Tyler

Maintenance Supervisor



office 704-817-4307

james.tyler@invitationhomes.com

9335 Harris Corners Parkway

Suite 150

Charlotte, NC 28269 invitationhomes.com

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Mel Mel Harper-Casey [REDACTED]

Thu 2/22/2024 12:22 PM

To: Melody Jefferson <[REDACTED]>

----- Forwarded message -----

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Subject: RE: FW: Maintenance issues [REDACTED]

To: Mel Mel Harper-Casey [REDACTED]

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Chris Smith

Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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Portfolio Director



phone 704.817.4271

chris.smith@invitationhomes.com

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To: Ashley Cunningham <Ashley.Cunningham@invitationhomes.com>; Chris Smith <Chris.Smith@invitationhomes.com>; Gregory Heaster <gregory.heaster@invitationhomes.com>; Julia Layer <Julia.Layer@invitationhomes.com>; LaVonda Hall-Brown <LaVonda.Hall-Brown@invitationhomes.com>

Subject: Re: FW: Maintenance issues [REDACTED]

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Gregory Heaster

Regional Maintenance Manager



Cell 980-205-2987

Gregory.heaster@invitationhomes.com

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From: James Tyler <James.Tyler@invitationhomes.com>

Sent: Friday, June 23, 2023 12:13 PM

To: Gregory Heaster <gregory.heaster@invitationhomes.com>

Subject: FW: Maintenance issues [110 Cartway Ln, Statesville, NC 28625](#)

From: Mel Mel Harper-Casey [REDACTED]
Sent: Monday, June 12, 2023 12:50 PM
To: James Tyler <James.Tyler@invitationhomes.com>
Subject: Re: Maintenance issues [REDACTED]

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Back door

Trees surrounding whole house which broke my window on car and I ended up paying out of pocket for..

Gutter

Carpet (that was messed up from dogs due to not being able to stay at hotel when water shut off and company put us in hotel that was not dog friendly and was told it would be fixed back when it happened, never was)

Mold

Problems with Spector causing it to back up in home not correctly fixed

AC unit not shutting off and constantly running

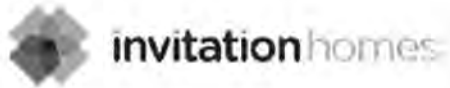
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Derek Tyler

Maintenance Supervisor



office 704-817-4307

james.tyler@invitationhomes.com

[9335 Harris Corners Parkway](#)

[Suite 150](#)

[Charlotte, NC 28269 invitationhomes.com](#)

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#691655 Notice of Objection Re: Francine McCumber et al. v. Invitation Homes, Inc. Class Action”

Submitted	Received via	Requester
February 23, 2024 at 12:02 PM	Mail	Melody Jefferson [REDACTED]

CCs

[REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category	Total time spent (sec)	Time spent last update (sec)
Objection	100	100

Melody Jefferson February 22, 2024 at 2:01 PM

This message was sent securely using Zix®

Hello,

Attached is a 64-page Notice of Objection Re: *Francine McCumber et al. v. Invitation Homes, Inc. Class Action*". I am sending this from my work email due to having to scan all the information in; however, you can contact me from the information below or in the document. Thank you.

Melody & David Jefferson

[REDACTED]

[REDACTED]

[REDACTED]



Melody Jefferson
Team Lead CST
HDPT/ AE/ OPT
A Caring Alternative, LLC

Book time to meet with me

From: Scan@imagesolutions-online.com <Scan@imagesolutions-online.com>
Sent: Thursday, February 22, 2024 2:03 PM
To: Melody Jefferson <mjefferson@caringalternative.com>
Subject: Message from "RNP583879770D34"

This E-mail was sent from "RNP583879770D34" (IM C4500).

Scan Date: 02.22.2024 14:03:11 (-0500)
Queries to: Scan@imagesolutions-online.com

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This message was secured by **Zix**[®].

████████████████████

February 23, 2024 at 12:03 PM

Internal note

One thing I forgot was to add the last four of mine abs my husband socials. Please let me know if I need to resubmit the whole thing or if there a way I can send it

Support Software by **Zendesk**

Tanner Friesen

#693358 Notice of Objection Re: Francine McCumber et al. v. Invitation Homes, Inc. Class Action

Submitted	Received via	Requester
February 24, 2024 at 1:55 AM	Mail	Tanner Friesen [REDACTED]

CCs
Tanner Friesen [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category	Total time spent (sec)	Time spent last update (sec)
Objection	54	30

Tanner Friesen February 24, 2024 at 1:55 AM

Good evening,

My name is Delaney Macdonald. My address is [REDACTED]. The last 4 of my social is [REDACTED].

I would like to submit my Objection to:
Francine McCumber et al. v. Invitation Homes, Inc., pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B

My basis for objection is that 7.5 Million dollars is not nearly enough penalty for a company of this size that has effectively executed extortion over people who were relying on this company to provide a safe, habitable home for themselves, their children, their family members and loved ones. At best, this company is scheming and its practices are fraudulent - criminal, even.

I would like to share my experience with this company and the anguish they caused my family.

On July 26th, 2023, my family moved into our rental with Invitation Homes located at [REDACTED]. Upon arrival and through the process of moving in my family of five (including an 8 year old, 3 year old, and 6 month old infant), we discovered that the house was absolutely filthy, the carpets were not cleaned after the previous tenants vacated, one of the children's rooms had cigarette smoke smell that was covered up using strong air spray prior to our initial walkthrough, there was an infestation of German cockroaches ACTIVE inside the home, there were broken cabinets that harbored decaying cockroaches and feces, the entire backyard was completely covered in broken glass from beer bottles, water was leaking from an outside faucet against the house, there was an ant infestation inside the home where the water outside was leaking, the pipes in the master shower very obviously needed repairs and there was water damage inside the walls that was visible to the outside, the master bedroom was broken, the carpets were infested with silverfish, the air vents were so filthy that when A/C was ran, the walls became black - even with weekly filter changes. This is all not including the fact that the neighbors next door openly deal drugs in the driveway and harbor transients regularly throughout the day and night.

On the day that we had our "Orientation" with a service technician, Ramiro LuaTezceron, we walked through and pointed out everything we had uncovered during our move in. We were repeatedly informed that for every individual thing, we would have to create a service request. That he was not able to submit them for us despite there being so many things blatantly wrong with the house. He also informed us that he is instructed to essentially spy on renters and red-flag anything he could to get them in trouble per the lease - which, he said, was not what his job title was, not what he signed up to do, and that he would not do that to us while he was our service technician. He walked the house with us and agreed at every, single turn, that the house was unfit to have babies and children in. He even noted (see attached) that the yard specifically was dangerous for pets and children.

Even before his visit, I had already been in contact with the "leasing office" that was so readily available for payments and questions - before we moved in - and suddenly found them impossible to reach. I called the main service number and was rerouted repeatedly back to my "home office" just to be sent to voicemail. When I finally left a voicemail detailing how horrified I was at the condition of the yard, specifically, they called me back and informed me that they would send a landscaper to the house as soon as possible. Weeks went on, calls went unanswered, nothing was done to clear my yard of the tremendous amount of glass and nails and debris that essentially rendered the backyard useless for me and my children even after hours spent trying to pick through the gravel for glass shards.

When I called about the decaying cockroaches and feces littering all of the kitchen cabinets and drawers, as well as the live ones I had found writhing around every morning and scurrying through the carpet, I was advised that someone would come to preform a "deep clean" as that also was not safe for my children. When they day came for the scheduled cleaning, an individual showed up to the door armed with only a vacuum, dust cloths, and a general cleaning spray. This individual asked me to show him where the bugs were found, I asked if he was going to do a deep clean, he advised that he was sent to clean the areas where bugs were found only. I showed him the rooms and cabinets and drawers, and left with my children to allow him to do his job. Upon return, there were still several places with feces and body parts in the kitchen, and it was clear that he had done a once-over with the vacuum and left about 30 minutes later (according to my Ring doorbell).

The second maintenance request for this same issue was one for pest control. At the conclusion of this appointment, I was left with a tube of "roach bait", told to smear it in certain places and to call back if it didn't resolve within a month.

After this, I submitted a request for repairs on the shower that was very clearly needing repair upon move in. This time, the person that was sent was adequate and did his job to the best of his abilities. However, because of a badly damaged part inside the wall that he had to order in, we were left with a shower that could not be turned off for TEN days while we waited for him to receive the part. (This is important)
He returned and finished his repairs.

After this arduous process of trying to fix everything that was wrong - per the rules set forth by Invitation Homes as outlined in our lease - I was becoming burnt out from feeling like this was another full-time job I didn't sign up for.

Because our rent, plus all the fees that were gradually added during the move-in process, added up to roughly \$2800; I was extremely disconcerted to find that I was having to fight so hard for things they were responsible for. Eventually, I gave up, and found that we were locked into something that wasn't worth nearly what we were paying for and couldn't afford to leave after the cost of obtaining the house we were in.

I cleaned the house obsessively the first 3 months we were there and because both yards apparently were not allowed to have grass (and were left as bare dirt), this also became a full time job. At one point, landscapers - that were sent by Invitation Homes - knocked on my door and asked me if I would like them to ask the company permission to reconnect the watering systems for the yards so we could have grass. I told them that would be great because the dust was becoming a lot! They sat in their truck for a while, rang someone on the phone, then drove off without another word. I share this specific piece to point out that Invitation Homes is receiving kickbacks from the city to not have grass lawns, and instead of addressing problematic landscaping, are leaving it at the expense of the tenants.

After 4 months of renting from Invitation Homes, my husband and I had to make a decision to file for bankruptcy and move back to our hometown. We were advised by our attorney to stop paying rent after our November rent payment (made 11/6/23) and allow our bankruptcy process to essentially handle the rest.

Between November and December of 2023, I received more phone calls and emails from Invitation Homes than I had in the entire duration of our time leasing from them.

Towards the middle of December, I received a notice that I had a maintenance appointment scheduled for the next day. I checked the maintenance app, that we were required to communicate through and keep track of our appointments - per Invitation Homes policy - and no appointment was scheduled until 3/2023.

I called the customer support number to inquire about the email I had received. The customer service agent advised me that a mandatory maintenance inspection was scheduled. I requested to know why exactly. She advised that the reason was due to an "alarming increase in water bill the previous month". I advised her that the appointment was not scheduled with us, we were not notified except through this one email, and that there was no record of it to be found on the maintenance app that we were required to use. The day and time was set

without a discussion and my husband and I would not be there, thus incurring a no-show fee. She offered to get me in contact with my "home office", but was unable to because it went straight to voicemail.

After this, I did some investigating. My water bill only varied by one dollar out of the months we were there. \$24/mo except for August which was \$25 because of how much cleaning I had been doing (all of our rugs, couches, floors, chairs), even with a reported plumbing issue the first month, with the water running in our shower for TEN days straight. The CS agent advised me that the technician for this inspection would have to look in all the nooks and crannies of my house to "inspect for water damage due to an alarmingly high water bill". My bill for the month being referenced? \$24.

I took this experience to the Better Business Bureau and found that this experience is not unique. There were hundreds of people leaving reviews with the same exact scenario playing out for themselves. Tenants repeatedly being forced to miss randomly scheduled inspections with technicians sent to spy on the conditions of the house and report back for anything that can be charged to the tenant, fraudulent claims of damages to homes that had pre-existed or did not exist at all, move-out inspections scheduled outside of tenant availability thus removing the opportunity to witness the inspection take place, final invoices sent to each part for the same, full amount. The list goes on. I filed my review detailing my experience and was contacted repeatedly by someone from Invitation Homes, when I couldn't get anyone on the line to help me, as their paying tenant, to make the home more suitable for my family to live in.

When the time came for us to receive our "move out invoice", we noticed dozens upon dozens of fraudulent claims of damage and around \$6,000 in charges for damages that were recorded in our initial "orientation" with their own service technician. Fortunately for us, ironically, we were in the process of bankruptcy and this could be ironed out in court. Also fortunately, and also ironically, if they decided to come after me for these damages (since they could not come after my husband) they would not be able to take anything because I have literally nothing. I have zero assets aside from my one vehicle. That's it.

However, not everyone is as fortunate (again, ironically) as we are. Some of these tenants with the same horror stories of becoming entangled with this company under false pretenses, have children to protect, to provide for. They have things to lose, assets they've worked hard for. Some of these tenants fear repercussions from this giant company that has the resources to go after them, so they pay these asinine charges. Some people believe they have no choice and some really do not.

This is my objection to the \$7,500,000 settlement. While the class action participants who are getting \$5,000 each may be happy with the end result, I ask you to reconsider what \$7,500,000 is to a company that makes \$15,000,000 PER MONTH in the state of Arizona ALONE with an annual revenue of \$2.5 Billion. This settlement amount is chump change to a company that has cost its unfortunate tenants so much more, including their peace of mind and security for their families. Please do not accept \$7,500,000 as a "fair" settlement for the amount of extortion that this company has done for years and will continue to do.

Thank you.

Delaney Macdonald, mother of 3.

Support Software by **Zendesk**

Delaney Macdonald

#693358 Notice of Objection Re: Francine McCumber et al. v. Invitation Homes, Inc. Class Action

Submitted	Received via	Requester
February 24, 2024 at 1:55 AM	Mail	Tanner Friesen [REDACTED]

CCs
Tanner Friesen [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category	Total time spent (sec)	Time spent last update (sec)
Objection	54	30

Tanner Friesen February 24, 2024 at 1:55 AM

Good evening,

My name is Delaney Macdonald. My address is [REDACTED]. The last 4 of my social is [REDACTED]

I would like to submit my Objection to:
Francine McCumber et al. v. Invitation Homes, Inc., pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B

My basis for objection is that 7.5 Million dollars is not nearly enough penalty for a company of this size that has effectively executed extortion over people who were relying on this company to provide a safe, habitable home for themselves, their children, their family members and loved ones. At best, this company is scheming and its practices are fraudulent - criminal, even.

I would like to share my experience with this company and the anguish they caused my family.

On July 26th, 2023, my family moved into our rental with Invitation Homes located at [REDACTED]. Upon arrival and through the process of moving in my family of five (including an 8 year old, 3 year old, and 6 month old infant), we discovered that the house was absolutely filthy, the carpets were not cleaned after the previous tenants vacated, one of the children's rooms had cigarette smoke smell that was covered up using strong air spray prior to our initial walkthrough, there was an infestation of German cockroaches ACTIVE inside the home, there were broken cabinets that harbored decaying cockroaches and feces, the entire backyard was completely covered in broken glass from beer bottles, water was leaking from an outside faucet against the house, there was an ant infestation inside the home where the water outside was leaking, the pipes in the master shower very obviously needed repairs and there was water damage inside the walls that was visible to the outside, the master bedroom was broken, the carpets were infested with silverfish, the air vents were so filthy that when A/C was ran, the walls became black - even with weekly filter changes. This is all not including the fact that the neighbors next door openly deal drugs in the driveway and harbor transients regularly throughout the day and night.

On the day that we had our "Orientation" with a service technician, Ramiro LuaTezceron, we walked through and pointed out everything we had uncovered during our move in. We were repeatedly informed that for every individual thing, we would have to create a service request. That he was not able to submit them for us despite there being so many things blatantly wrong with the house. He also informed us that he is instructed to essentially spy on renters and red-flag anything he could to get them in trouble per the lease - which, he said, was not what his job title was, not what he signed up to do, and that he would not do that to us while he was our service technician. He walked the house with us and agreed at every, single turn, that the house was unfit to have babies and children in. He even noted (see attached) that the yard specifically was dangerous for pets and children.

Even before his visit, I had already been in contact with the "leasing office" that was so readily available for payments and questions - before we moved in - and suddenly found them impossible to reach. I called the main service number and was rerouted repeatedly back to my "home office" just to be sent to voicemail. When I finally left a voicemail detailing how horrified I was at the condition of the yard, specifically, they called me back and informed me that they would send a landscaper to the house as soon as possible. Weeks went on, calls went unanswered, nothing was done to clear my yard of the tremendous amount of glass and nails and debris that essentially rendered the backyard useless for me and my children even after hours spent trying to pick through the gravel for glass shards.

When I called about the decaying cockroaches and feces littering all of the kitchen cabinets and drawers, as well as the live ones I had found writhing around every morning and scurrying through the carpet, I was advised that someone would come to preform a "deep clean" as that also was not safe for my children. When they day came for the scheduled cleaning, an individual showed up to the door armed with only a vacuum, dust cloths, and a general cleaning spray. This individual asked me to show him where the bugs were found, I asked if he was going to do a deep clean, he advised that he was sent to clean the areas where bugs were found only. I showed him the rooms and cabinets and drawers, and left with my children to allow him to do his job. Upon return, there were still several places with feces and body parts in the kitchen, and it was clear that he had done a once-over with the vacuum and left about 30 minutes later (according to my Ring doorbell).

The second maintenance request for this same issue was one for pest control. At the conclusion of this appointment, I was left with a tube of "roach bait", told to smear it in certain places and to call back if it didn't resolve within a month.

After this, I submitted a request for repairs on the shower that was very clearly needing repair upon move in. This time, the person that was sent was adequate and did his job to the best of his abilities. However, because of a badly damaged part inside the wall that he had to order in, we were left with a shower that could not be turned off for TEN days while we waited for him to receive the part. (This is important)
He returned and finished his repairs.

After this arduous process of trying to fix everything that was wrong - per the rules set forth by Invitation Homes as outlined in our lease - I was becoming burnt out from feeling like this was another full-time job I didn't sign up for.

Because our rent, plus all the fees that were gradually added during the move-in process, added up to roughly \$2800; I was extremely disconcerted to find that I was having to fight so hard for things they were responsible for. Eventually, I gave up, and found that we were locked into something that wasn't worth nearly what we were paying for and couldn't afford to leave after the cost of obtaining the house we were in.

I cleaned the house obsessively the first 3 months we were there and because both yards apparently were not allowed to have grass (and were left as bare dirt), this also became a full time job. At one point, landscapers - that were sent by Invitation Homes - knocked on my door and asked me if I would like them to ask the company permission to reconnect the watering systems for the yards so we could have grass. I told them that would be great because the dust was becoming a lot! They sat in their truck for a while, rang someone on the phone, then drove off without another word. I share this specific piece to point out that Invitation Homes is receiving kickbacks from the city to not have grass lawns, and instead of addressing problematic landscaping, are leaving it at the expense of the tenants.

After 4 months of renting from Invitation Homes, my husband and I had to make a decision to file for bankruptcy and move back to our hometown. We were advised by our attorney to stop paying rent after our November rent payment (made 11/6/23) and allow our bankruptcy process to essentially handle the rest.

Between November and December of 2023, I received more phone calls and emails from Invitation Homes than I had in the entire duration of our time leasing from them.

Towards the middle of December, I received a notice that I had a maintenance appointment scheduled for the next day. I checked the maintenance app, that we were required to communicate through and keep track of our appointments - per Invitation Homes policy - and no appointment was scheduled until 3/2023.

I called the customer support number to inquire about the email I had received. The customer service agent advised me that a mandatory maintenance inspection was scheduled. I requested to know why exactly. She advised that the reason was due to an "alarming increase in water bill the previous month". I advised her that the appointment was not scheduled with us, we were not notified except through this one email, and that there was no record of it to be found on the maintenance app that we were required to use. The day and time was set without a

Case 3:21-cv-02194-B Document 114-4 Filed 03/15/24 Page 80 of 95 PageID 1203
discussion and my husband and I would not be there, thus incurring a no-show fee. She offered to get me in contact with my "home office", but was unable to because it went straight to voicemail.

After this, I did some investigating. My water bill only varied by one dollar out of the months we were there. \$24/mo except for August which was \$25 because of how much cleaning I had been doing (all of our rugs, couches, floors, chairs), even with a reported plumbing issue the first month, with the water running in our shower for TEN days straight. The CS agent advised me that the technician for this inspection would have to look in all the nooks and crannies of my house to "inspect for water damage due to an alarmingly high water bill". My bill for the month being referenced? \$24.

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However, not everyone is as fortunate (again, ironically) as we are. Some of these tenants with the same horror stories of becoming entangled with this company under false pretenses, have children to protect, to provide for. They have things to lose, assets they've worked hard for. Some of these tenants fear repercussions from this giant company that has the resources to go after them, so they pay these asinine charges. Some people believe they have no choice and some really do not.

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Thank you.

Delaney Macdonald, mother of 3.

Alise Fowler

#697690 "Notice of Objection Re: Francine McCumber et al. v. Invitation Homes, Inc. Class Action"

Submitted	Received via	Requester			
February 26, 2024 at 11:57 PM	Mail	Alise Fran [REDACTED]			
Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	High

Ticket Category
Objection

Alise Fran February 24, 2024 at 3:03 PM

Alise Franciette Fowler [REDACTED]
(i.e., *Francine McCumber et al. v. Invitation Homes, Inc.*, pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B),

I object that the settlement amount is unfair. They have filed eviction in court in error and never apologized because they applied my payment to another account even when I provided proof the same day. I will not appear in court.

Support Software by **Zendesk**

Geraldine McCrae

#695869 Notice of Objection Re: Francine McCumber et al. v. Invitation Homes, Inc. Class Action

Submitted	Received via	Requester
February 26, 2024 at 9:54 PM	Mail	GERALDINE MCCRAE [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category
Objection

GERALDINE MCCRAE February 26, 2024 at 9:54 PM

Geraldine McCrae [REDACTED]

Francine McCumber et al. v. Invitation Homes, Inc. pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B

I object to the settlement, I have been a renter of Invitation Homes since Nov of 2014, and have developed real trust issues with the turn over in the management team, office personnel, and repair persons. The turnover is ridiculous. Continue residency does not seem like an option, since they are pricing us out by the lease renewal rental increase each year. We are on a fixed income and can not continue the rent increases. Our largest complaint is in ten years they haven't even painted the residence. They only do what is absolutely necessary and cheap. So the problem is when it comes time to give our required 60 day notice, they will apply ridiculous charges upon us. It will turn into a possible court battle. Therefore I do not want to give up any rights by releasing any parties mentioned in Section IV. A. Released Parties.

We will not be attending the Final Approval Hearing for reasons of not being able to afford travel costs and health reasons.

Thank you for your consideration, I appreciate your time.

Thank you
Geraldine McCrae

Support Software by **Zendesk**

Johanna Pinzon

Notice of objection

Francine McCumber et al.v.
Invitation Homes Inc
Class Action
c/o. Invitation Homes Settlement Administrator
P.O. Box 58220
Philadelphia, PA 19102

I Johanna Pinzon with SS No XXX-XX-██████ want to fill a notice of objection for the settlement on the class action Francine McCumber et al.v. Invitation Homes Inc pending in the United States District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B.

The exorbitant late fees imposed by Invitation Homes, along with the drastic rent hikes and coupled with the absence of a reasonable grace period of at least 5-10 days, create significant challenges for residents in meeting their rent obligations.

Considering the injustice of the situation, it's notable that the settlement amount falls significantly short, for the number of individuals involve in this case.

Regrettably, I won't be able to attend the final approval hearing for this matter.

Johanna Pinzon
████████████████████

#725823 Notice of Objection

Submitted	Received via	Requester
March 6, 2024 at 9:52 PM	Mail	Johanna Pinzon [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
On-hold	On-hold	Support Associates	-	Question	Normal

Ticket Category	Total time spent (sec)	Time spent last update (sec)
Objection	9	9

Johanna Pinzon March 5, 2024 at 8:19 PM

Johanna Pinzon.
Notice of objection.pdf

Support Software by **Zendesk**

Thelma Rouchon

#762760 Objection

Submitted	Received via	Requester
March 14, 2024 at 1:19 AM	Mail	Troymesha Smith [REDACTED]

Status category	Ticket status	Group	Assignee	Type	Priority
New	New	Support Associates	-	Question	Normal

Ticket Category
General Question

Troymesha Smith March 13, 2024 at 1:37 PM

Thelma Rouchon
[REDACTED]
Ph# [REDACTED]
ss# [REDACTED]
Francine McCumber et al. v. Invitation Homes, Inc
No. 3:21-CV-2194-B

I, Thelma Rouchon are asking for a objection, I don't agree with the decision, That have been made, I received several notice, the first time I received a notice, I called every day trying to get in touch with someone about the notice and why owe any money because I pay my rent every month on time. And I,m on housing low rent, my rent \$57 dollars a month. I pay \$100 dollars on rent every month and they have my gas and water connected to my rent and I send \$300 dollar every month on Invitation Homes on the bills there, all together I send Invitation Homes, \$400 dollars every month. Two separate money or checks every month.The water and gas company are ConServices, and I have, call to set up personally to pay them and Invitation Homes ,stop them from taking my payment, the reason why for them to get over on they rental like they been doing and trying to do now. On January 31st 2024 I had a court day to attend, I was they but, none of co-worker were there, only there lawyer, I had my paperwork to prevent, I sit there for a coupler of hours, I were the last one to prevent my argument or my documentation, The reach out to Invitation Homes more than one time about leti, They finally got back in touch with there lawyer, and Invitation Homes , and Invitation Homes dismiss it. If Invitation Homes dismissed at court so all the charges they claim I Owe should be dismissed to, but Invitation Homes didn't dismiss the total Invitation Homes claim I owe, I have all the documentation, to show how much I Suppose to pay every month, the day we went to court, and the dismissor document. I, been stressed out for two years, from Invitation Homes sending me multiple letters saying I owe them money, when I don't. And Invitation Homes, still sending letters saying I owe them. Will you please help me

Thanks
Sincerely; Thelma Rouchon

Support Software by **Zendesk**

IHG PROPERTY GEORGIA LA

MAGISTRATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

DISPOSSESSORY JUDGMENT

CASE NO. 23-M-50161

Plaintiff(s)
vs. THELMA ROUCHON
ANA ALL OTHERS
Defendant(s)

JUDGMENT CONSENT JUDGMENT DEFAULT JUDGMENT DISMISSAL
The above case having come on regularly to be heard, the Court makes the following findings: (check only if applicable)

- Defensive pleadings filed by Defendant(s)
- Counterclaim filed by Defendant(s)
- Plaintiff(s) appeared
- Defendant(s) appeared
- Plaintiff(s) failed to appear
- Defendant(s) failed to appear
- Voluntary dismissal w/out prejudice - Statement of Claim (may be refiled)
- Voluntary dismissal - Counterclaim
- Stipulated settlement and dismissal
- Contested hearing held
- Court Dismissal

WRIT OF POSSESSION: IT IS HEREBY ORDERED and ADJUDGED that a WRIT OF POSSESSION (shall) (shall not) be issued:

- a. Instanter b. on _____
- c. Upon written affidavit to this court of defendant's failure to pay plaintiff(s) \$ _____ principal, \$ _____ interest, \$ _____ attorney fees, and \$ _____ court costs:
 - (1) on or before _____,
 - (2) as follows: _____

MONEY JUDGMENT: Is not authorized, no personal service; tenant at sufferance; other _____
Or, is set forth below as the net judgment, for all claim(s) and counterclaim(s) filed with the court, without having been dismissed:

- d. Judgment be entered in favor of the defendant(s) against plaintiff(s).
- e. Plaintiff(s) recover judgment against defendant(s) _____ in the sum of \$ _____ principal, of which all; or \$ _____; is past due rent, \$ _____ interest, \$ _____ attorney fees, and \$ _____ court costs, and interest at _____ % per annum as shall accrue hereafter.
- f. Plaintiff(s) has/have Consent Judgment against defendant(s) _____ for the sum of \$ _____ principal, \$ _____ interest, \$ _____ attorney fees, and \$ _____ court costs as follows: _____

No FiFa will issue and no garnishment or other action will be taken on said consent judgment as long as payments are timely paid, as ordered. If the defendant(s) fail to make payment or should payment be made more than 5 days beyond the due date, the Clerk of Magistrate Court shall issue a FiFa in the amount then outstanding upon written notice from the plaintiff(s) that payments have not been made as agreed and upon payment of the applicable FiFa fee.

- g. Plaintiff(s) shall be paid \$ _____; or, defendant(s) shall be paid \$ _____; now being held in the court registry.
- h. Defendant(s) recover judgment against plaintiff(s) _____ in the amount of \$ _____ principal, \$ _____ interest, and \$ _____ attorney fees.
- i. Defendant(s) counterclaim is hereby denied (in its entirety) (as to the issue of _____)
- j. In the event of an appeal, pursuant to O.C.G.A. 44-7-56, in order for the defendant(s) to remain in possession of the premises, the defendant(s) shall immediately pay into the registry of the court the sum of \$ _____ as past due rent through today's date. The defendant(s) shall immediately pay future rent of \$ _____ for the balance of rent owed for this month, and then the amount of \$ _____ / month beginning on _____ and continuing on the same day of each month thereafter until the issue has been finally determined upon appeal. The failure to comply with this provision may cause an immediate writ of possession for possession of the premises to be issued instanter by a court of competent jurisdiction.

Duties of ALL judgment creditors: Upon payment of the entire debt upon which a judgment or FiFa has been issued, the judgment creditor shall, in writing, timely (within 60 days) direct the clerk(s) of the appropriate court(s) to: (1) cancel the writ of FiFa, if a writ was issued; (2) mark the judgment satisfied. Failure to timely comply may subject the judgment creditor to monetary damages, O.C.G.A. § 9-13-80.

This 31st day of JANUARY, 2024.

CONSENTED TO BY:

Thelma Rouchon
Thelma Rouchon

MARK TURNER - ATTORNEY FOR PLAINTIFF #215604

Magistrate

NOTICE TO APPEAR

**GWINNETT MAGISTRATE COURT, GEORGIA
MAGISTRATE COURT CIVIL DIVISION**

IH6 PROPERTY GEORGIA LP C/O OKELLEY & SOROHAN, ATTORNEYS AT LAW, LLC VS ROUCHON	23-M-50161
--	------------

AND ALL OTHERS

January 31, 2024

9:00 AM

1C

NOTE: When you arrive, you must check the electronic boards outside of the Magistrate Court Office to CONFIRM YOUR COURTROOM ASSIGNMENT.

ALL INTERESTED PARTIES are REQUIRED to appear for trial on the date and at the time set above. Trial will be held in the courtroom shown in the Gwinnett Justice and Administration Center (unless otherwise indicated on the electronic boards) located at 75 Langley Drive, Lawrenceville, Georgia.

If you have an attorney, you should contact him/her to be present with you in court.

YOU WILL RECEIVE NO OTHER NOTICE.

PLEASE BRING THIS COURT NOTICE WITH YOU WHEN YOU COME TO YOUR HEARING OR TRIAL.

Office of the Clerk
Gwinnett Magistrate Court

CERTIFICATE OF SERVICE

The Clerk of Magistrate Court, Gwinnett County, Georgia does hereby certify that the date of mailing and the date of notice to the parties is January 22, 2024.

TIANA P. GARNER, CLERK
GWINNETT COUNTY MAGISTRATE COURT

For Your Information

Videos have been created by both the State Administrative Office of the Courts and the Gwinnett County Magistrate Court to help non-lawyer litigants prepare for trials in Magistrate Court. You may access and view these videos at www.gwinnettcourt.com; simply click on "TV Gwinnett" (located on the left hand side of the home page), and then click on "Video on Demand." The videos are found under the "Jury & Courts" tab. These videos answer commonly asked questions about how to present a case in Magistrate Court. The videos are not intended to provide, nor do they provide, legal advice. They are meant solely to give litigants a general overview of what to expect in Magistrate Court. We encourage all non-lawyer litigants to review the videos in advance of their scheduled court date.

Form: NMG2015.COD Rev Date: 10/05/2018, supersedes 04/0702014



Troymesha Smith <[redacted]>

Objection

3 messages

Troymesha Smith <[redacted]>
To: info@invitationhomessettlement.com

Wed, Mar 13, 2024 at 1:37 PM

Thelma Rouchon

Ph# [redacted]
ss# [redacted]

Francine McCumber et al. v. Invitation Homes, Inc
No. 3:21-CV-2194-B

I, Thelma Rouchon are asking for a objection, I don't agree with the decision, That have been made, I received several notice, the first time I received a notice, I called every day trying to get in touch with someone about the notice and why owe any money because I pay my rent every month on time. And I,m on housing low rent, my rent \$57 dollars a month. I pay \$100 dollars on rent every month and they have my gas and water connected to my rent and I send \$300 dollar every month on Invitation Homes on the bills there, all together I send Invitation Homes, \$400 dollars every month. Two separate money or checks every month. The water and gas company are ConServices, and I have, call to set up personally to pay them and Invitation Homes ,stop them from taking my payment, the reason why for them to get over on they rental like they been doing and trying to do now. On January 31st 2024 I had a court day to attend, I was they but, none of co-worker were there, only there lawyer, I had my paperwork to prevent, I sit there for a coupler of hours, I were the last one to prevent my argument or my documentation, The reach out to Invitation Homes more than one time about leti, They finally got back in touch with there lawyer, and Invitation Homes , and Invitation Homes dismiss it. If Invitation Homes dismissed at court so all the charges they claim I Owe should be dismissed to, but Invitation Homes didn't dismiss the total Invitation Homes claim I owe, I have all the documentation, to show how much I Suppose to pay every month, the day we went to court, and the dismissor document. I, been stressed out for two years, from Invitation Homes sending me multiple letters saying I owe them money, when I don't. And Invitation Homes, still sending letters saying I owe them. Will you please help me

Thanks
Sincerely, Thelma Rouchon

Troymesha Smith <[redacted]>
To: info@invitationhomessettlement.com

Wed, Mar 13, 2024 at 1:39 PM

[Quoted text hidden]

Troymesha Smith <[redacted]>
To: info@invitationhomessettlement.com

Wed, Mar 13, 2024 at 2:03 PM

have received
[Quoted text hidden]



Lecia Dunbar

#762856 Notice of Objection Re: Francine McCumber et al. V. Invitation Homes, Inc. Class Action

Submitted	Received via	Requester			
March 14, 2024 at 1:19 AM	Mail	Lecia Dunbar	[REDACTED]		
Status category	Ticket status	Group	Assignee	Type	Priority
New	New	Support Associates	-	Question	Normal

Ticket Category
General Question

Lecia Dunbar March 13, 2024 at 5:21 PM

1. Lecia Dunbar

[REDACTED]
Last four [REDACTED]

Francine McCumber et al. V. Invitation Homes Inc. pending in the United District Court for the Northern District of Texas, Case No. 3:21-CV-2194-B

My objection is the sum is not nearly enough. My first month in the property after paying a deposit and first months rent I was charged a late fee for on payment when indeed I did pay on the first. After 3 weeks of calling and sending emails to anyone who would listen or help my account was credited with my payment, the next week the charges were removed. Also additional fees applied without prior knowledge or approval. I was not told of 1 furnace filter that costs 6 dollars sent to the property ever 3 months at a charge of \$10 per month. Which I have only received 1 in 8 months. I was charged repeatedly for renters insurance each month and no charges refunded for 5 months. I have had renters insurance of my own since the beginning of the lease. This type of management behavior is happening all over the country with Invitation Homes and it's time for them to be held accountable and by doing that you hit them with a larger settlement.

Regards,
Lecia Dunbar

[REDACTED]

Support Software by **Zendesk**