

Order approved and electronically signed July 18 2025 3:46 PM

July 18 2025 3:47 PM

Pierce County Clerk

**STATE OF WASHINGTON
PIERCE COUNTY SUPERIOR COURT**

In the matter of:

NO. 25-2-10182-2

OLYMPIC MANAGEMENT
COMPANY, LLC D/B/A OLYMPIC
MULTI-FAMILY MGMT,

ASSURANCE OF
DISCONTINUANCE

Respondent.

The State of Washington, by and through its attorneys, Nicholas W. Brown, Attorney General, and John Nelson, Assistant Attorney General, files this Assurance of Discontinuance pursuant to RCW 38.42 and RCW 19.86.100. Olympic Management Company, LLC d/b/a Olympic Multi-Family MGMT (Respondent), is a Washington limited liability company headquartered in Fife that provides property management services in multiple counties in and around western Washington.

I. DEFINITIONS

1.1 “Service Member” shall mean a member of the national guard, a military reserve component, or an active component of one of the “uniformed services” as that term is defined in section 101(a)(5) of title 10, United States Code.

1.2 “Proper notice” shall include, with respect to lease termination, official military orders, or any notification, certification, or verification from a Service Member’s commanding officer, with respect to the Service Member’s current or future military duty status.

1 1.3 The term “military orders” shall include deployment orders, permanent change of
2 station (PCS) orders, and expiration of term of service (ETS) orders.

3 1.4 “SCRA” shall mean the collective rights and protections extended to Service
4 Members under state law (The Service Members’ Civil Relief Act, RCW 38.42) and federal law
5 (The Servicemembers’ Civil Relief Act, 50 U.S.C. §§3901 – 4043).

6 **II. ASSURANCE OF DISCONTINUANCE**

7 2.1 The Attorney General deems, and Respondent acknowledges the following would
8 constitute violations of the Washington Service Members’ Civil Relief Act (RCW 38.42):

- 9 a) After receiving proper notice of a Service Member’s intent to terminate his or her
10 lease under the SCRA, failing to properly terminate the residential lease in the
11 manner prescribed under the SCRA;
- 12 b) After receiving proper notice of a Service Member’s intent to terminate his or her
13 lease under the SCRA, attempting to collect and/or actually collecting any early
14 termination fees rents beyond those permitted under the SCRA;
- 15 c) After receiving proper notice of a Service Member’s intent to terminate his or her
16 lease under the SCRA, wrongfully withholding any portion of that Service
17 Member’s damage deposit, cleaning deposit, pet deposit, or any other amount(s)
18 collected at the time a Service Member signed a residential lease. However, a
19 landlord may properly withhold some portion or the entirety of a damage deposit
20 for damage to a residential unit that is beyond ordinary wear and tear (for which
21 the Service Member is responsible), and such withholding would not constitute a
22 violation of the SCRA or RCW 38.42;
- 23 d) As a means to penalize the Service Member (or to otherwise recoup lost revenue
24 after receiving proper notice of a Service Member’s intent to terminate his or her
25 lease under the SCRA), recouping, or attempting to recoup, any rent concession
26 given to a Service Member at the time the residential lease was signed (or anytime

thereafter). For the purpose of this Assurance of Discontinuance, a rent concession includes but is not limited to: a monthly rental discount, a gift card, and a one-time or recurring credit;

e) Requiring or otherwise inducing a Service Member to sign a waiver of any rights afforded under the SCRA using a waiver or other form that is not in compliance with 50 U.S.C. § 3918;

f) Absent a properly executed waiver under 50 U.S.C. § 3918, disposing of or otherwise enforcing a storage lien against any personal property or effects left by a Service Member in a residential unit without first obtaining a court order in accordance with 50 U.S.C. § 3958;

2.2 The Attorney General deems, and Respondent acknowledges the following would constitute violations of the Washington Consumer Protection Act (CPA) (RCW 19.86):

a) After receiving proper notice of a Service Member's intent to terminate his or her lease under the SCRA, attempting to collect and/or actually collecting any unpaid rents, concessions, or fees beyond those permitted under the SCRA;

b) After receiving proper notice of a Service Member's intent to terminate his or her lease under the SCRA, referring to collections any unpaid rents, concessions, or fees beyond those permitted under the SCRA.

2.3 Respondent does not admit that it has violated the SCRA or the CPA and does not admit that it has engaged in the practices above. Respondent has agreed to enter this Assurance of Discontinuance and settlement of contested matters to avoid further controversy and expense. Respondent agrees not to engage in the practices identified above. Respondent also agrees to fully comply with all requirements of RCW 19.86 and RCW 38.42.

III. RELEASE OF CLAIMS

3.1 By its execution of this Assurance of Discontinuance, the State releases Respondent from all civil claims, causes of action, damages, restitution, fines, costs, and penalties

1 under RCW 38.42 and RCW 19.86, arising from or related to the conduct and/or practices
2 referenced in this Assurance of Discontinuance.

3 3.2 In the event that Respondent violates this Assurance of Discontinuance, this release
4 of claims becomes void, and nothing shall prevent the State from enforcing RCW 38.42 and/or
5 RCW 19.86 and seeking permanent injunctive relief and recovery of costs, restitution, and civil
6 penalties against Respondent for any conduct covered by this Assurance of Discontinuance prior
7 to and after its execution by the parties.

8 3.3 This Assurance of Discontinuance is not, and may not, be considered an admission
9 of violation for any purposes; but proof of failure to comply with this Assurance of Discontinuance
10 shall be *prima facie* evidence of violations of RCW 38.42 (and may be enforced by the
11 Washington Attorney General in the same manner it uses to enforce violations of assurances of
12 discontinuance entered pursuant to RCW 19.86.020), thereby placing upon the violator the
13 burden of defending against the Court's imposition of injunctions, restitution, civil penalties, and
14 other relief that the Attorney General may seek.

15 IV. MONETARY PAYMENTS

16 4.1 Pursuant to RCW 38.42.140, Washington shall recover on behalf of Washington
17 consumers, and Respondents shall pay to Washington, **\$46,033.19¹** for distribution to twenty
18 former Service Member tenants as detailed in Exhibit A to this Assurance of Discontinuance.
19 Respondents shall fully cooperate with Washington in Washington's distribution of payments
20 to the former Service Member tenants, including providing to Washington the Service
21 Member's last known address, telephone number, email address, and other available contact
22 information. Additionally, Respondent shall, as necessary, contact each of the three major credit
23 reporting agencies and request that these agencies² delete any negative trade lines associated
24 with the nonpayment of any early lease termination penalty relating to these Service Members.

25 ¹ This amount includes 12% prejudgment interest for all Service Member's affected by this settlement.

26 ² Experian, Transunion, and Equifax respectively.

1 Respondent shall provide written verification to Washington of the successful deletion of all
2 negative trade lines, or if no such negative trade lines exist, confirmation of such. This
3 verification shall be provided no later than 90 days after entry of this Assurance
4 of Discontinuance.

5 4.2 Pursuant to 38.42.140, Respondent shall pay Washington the amount of
6 **\$10,000.00** for costs and reasonable attorney's fees incurred by Washington in pursuing this
7 matter, for monitoring and potential enforcement of this Assurance of Discontinuance, for
8 future enforcement of RCW 38.42 and RCW 19.86, or for any lawful purpose in the discharge
9 of the Attorney General's duties at the sole discretion of the Attorney General.

10 4.3 Respondent intends to deliver payment in full for all payments referenced herein
11 immediately upon the filing of this AOD; however, in any event, Respondent must mail or deliver
12 all payments referenced herein no later than 30 days from the filing of this AOD, in the form of
13 a check payable to "Attorney General – State of Washington," to the following address: Office
14 of the Attorney General, Consumer Protection Division, Attention Cynthia Lockridge, 800 Fifth
15 Avenue, Suite 2000, Seattle, Washington, 98104-3188.

16 V. OTHER PROVISIONS

17 5.1 Under no circumstances shall this Assurance of Discontinuance or the name of the
18 State of Washington or the Office of the Attorney General, or any of its employees or
19 representatives be used by Respondent or by its officers, employees, representatives, or agents in
20 conjunction with any business activity of Respondent.

21 5.2 This Assurance of Discontinuance is binding on Respondent and its owners,
22 directors, successors, assigns, transferees, officers, agents, partners, servants, employees,
23 representatives, and all other persons acting in concert or participating with Respondent in the
24 context of conducting Respondent's businesses.

25 5.3 Nothing in this Assurance of Discontinuance shall be construed so as to limit or
26 bar any other person or entity from pursuing available legal claims or remedies against Respondent.

1
2
3 Approved on this ____ day of ____, 2025.
4


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6 _____
JUDGE/COURT COMMISSIONER

7 Presented By:

Agreed to, Approved For Entry, and Notice
of Presentation Waived:

8
9 NICHOLAS W. BROWN
10 Attorney General
11

OLYMPIC MANAGEMENT
COMPANY, LLC D/B/A OLYMPIC
MULTI-FAMILY MGMT

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13 
14 _____
JOHN NELSON, WSBA #45724
15 Assistant Attorney General
Attorneys for State of Washington

/s/ Mitchell J. Wright

MITCHELL WRIGHT, WSBA #60143
Gordon Thomas Honeywell, LLP
Attorney for Olympic Management
Company, LLC d/b/a Olympic Multi-
Family MGMT.

EXHIBIT A

Row	Service Member Tenants	Concession Charge Back	Interest	Total Distribution
1	Henderson, Miles X.	\$698.67	\$154.59	\$853.26
2	Cole, Madysenne J.	\$2,585.00	\$456.38	\$3,041.38
3	Mizell, Marcella T.	\$2,175.00	\$361.82	\$2,536.82
4	Burton, Shaqawn D.	\$2,580.00	\$402.90	\$2,982.90
5	Acharya, Bibek S.	\$20.00	\$3.11	\$23.11
6	Avalos, Jesse	\$2,205.00	\$256.63	\$2,461.63
7	Perkins, Robert A.	\$2,610.00	\$303.76	\$2,913.76
8	Vegara, Gilberto	\$2,160.00	\$230.08	\$2,390.08
9	Giza, Connor A.	\$2,160.00	\$208.07	\$2,368.07
10	Stapleton, Devon N.	\$2,155.00	\$185.63	\$2,340.63
11	Green, Kacian K.	\$2,580.00	\$196.79	\$2,776.79
12	Duran, Alexis (Justin) D.		\$214.63	\$214.63
13	Ward, Luke J.	\$2,140.00	\$141.42	\$2,281.42
14	Kattner, Joseph J.	\$2,120.00	\$140.09	\$2,260.09
15	Delarosa, Ashley N.	\$2,200.00	\$145.38	\$2,345.38
16	Broyles, Steven R.		\$23.80	\$23.80
17	Haynes, Breona S.	\$2,578.00	\$68.65	\$2,646.65
18	Valdez Donato, Felipe	\$1,925.00	\$325.30	\$2,250.30
19	Martinez, Maria I.	\$1,649.00	\$208.72	\$1,857.72
20	Pina, Abner J.	\$1,925.00	\$227.84	\$2,152.84
21	Hu, Kai L.	\$3,298.00	\$351.30	\$3,649.30
22	Davis, Steven B.	\$1,550.00	\$112.62	\$1,662.62
Totals:		\$41,313.67	\$4,719.51	\$46,033.18

Case: STATE OF WASHINGTON VS. OLYMPIC MANAGEMENT COMPANY LLC
Cause Number: 25-2-10182-2
Filing ID: 60893169
Signed: July 18 2025 03:46 PM

This order has been reviewed, approved, and electronically signed.



ROBYN LINDSAY, Pierce County Commissioners