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SUPERIOR COURT CLERK  
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CASE #: 25-2-34571-8 SEA

**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

In re:

NO. 25-2-34571-8 SEA

ASSURANCE OF DISCONTINUANCE

**[CLERK'S ACTION REQUIRED]**

MOUNTAIN WEST RETIREMENT  
CORP. D/B/A BONAVENTURE  
SENIOR LIVING, BONAVENTURE OF  
LACEY LLC, BONAVENTURE OF  
EAST WENATCHEE LLC, NORTH  
CREEK RETIREMENT & ASSISTED  
LIVING COMMUNITY LLC,  
OLYMPIC PLACE RETIREMENT &  
ASSISTED LIVING COMMUNITY  
LLC, BONAVENTURE OF SOUTH  
HILL LLC D/B/A BONAVENTURE OF  
PUYALLUP, BONAVENTURE OF  
SALMON CREEK LLC, SPRING  
CREEK RETIREMENT & ASSISTED  
LIVING COMMUNITY LLC,  
RIVERTON RETIREMENT &  
ASSISTED LIVING COMMUNITY  
LLC D/B/A BONAVENTURE OF TRI-  
CITIES, BONAVENTURE OF  
VANCOUVER LLC, WOODLAND  
RETIREMENT AND ASSISTED  
LIVING COMMUNITY LLC, MWSH  
SALMON CREEK, MWSH SOUTH  
LACEY LLC, MWSH EAST  
WENATCHEE LLC, MWSH BOTHELL  
LLC, MWSH ARLINGTON LLC,  
MWSH SOUTH HILL LLC, MWSH  
BELLINGHAM LLC, MWSH  
RICHLAND LLC, MWSH  
VANCOUVER LLC, AND MWSH  
LACEY LLC.,

Respondents.

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This Assurance of Discontinuance resolves the AGO's concerns that Bonaventure Senior Living engaged in unfair or deceptive acts or practices under RCW 19.86.020 with respect to the conduct described herein.

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Bonaventure Senior Living (collectively “Bonaventure”) means Mountain West Retirement Corp. d/b/a Bonaventure Senior Living, Bonaventure of Lacey LLC, Bonaventure of East Wenatchee LLC, North Creek Retirement & Assisted Living Community LLC, Olympic Place Retirement & Assisted Living Community LLC, Bonaventure of South Hill LLC d/b/a Bonaventure of Puyallup, Bonaventure of Salmon Creek LLC, Spring Creek Retirement & Assisted Living Community LLC, Riverton Retirement & Assisted Living Community LLC d/b/a Bonaventure of Tri-Cities, Bonaventure of Vancouver LLC, Woodland Retirement and Assisted Living Community LLC, MWSH Salmon Creek, MWSH South Lacey LLC, MWSH East Wenatchee LLC, MWSH Bothell LLC, MWSH Arlington LLC, MWSH South Hill LLC, MWSH Bellingham LLC, MWSH Richland LLC, MWSH Vancouver LLC, and MWSH Lacey LLC.

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Bonaventure is an Oregon-based corporation that operates 15 long-term care facilities in Washington, 10 of which were subject to the investigation by the AGO.

The AGO conducted an investigation of Bonaventure’s provision of promised services to its Washington residents. The AGO alleges that between January 1, 2019, and December 31, 2024, Bonaventure failed to provide medication assistance, housekeeping, maintenance, dining,

1 infection control, and resident care services in certain instances at the 10 Washington facilities  
2 identified in Part II of this Assurance of Discontinuance.

#### 3 4 **IV. ASSURANCE OF DISCONTINUANCE**

5 The State deems that the following constitute unfair or deceptive acts or practices in trade  
6 or commerce that violate the Washington Consumer Protection Act, RCW 19.86.020:  
7 Bonaventure's alleged failure to provide residents with promised medication assistance,  
8 housekeeping, maintenance, dining, infection control, and resident care services in certain  
9 instances between 2019 and 2024.

10 Bonaventure disagrees with the AGO's contention that it engaged in practices that  
11 constitute unfair or deceptive acts or practices in trade or commerce that violate the Washington  
12 Consumer Protection Act, RCW 19.86.020. Bonaventure further does not admit liability or fault  
13 in entering this settlement, and Bonaventure does not believe that the AGO's alleged CPA claims  
14 have merit or that it engaged in any policy of failing to provide contracted services with residents.  
15 Nevertheless, Bonaventure agrees not to engage in any multifacility policy of failing to provide  
16 medication assistance, housekeeping, maintenance, dining, infection control, or resident care  
17 services as promised in its contracts and advertising. Bonaventure further agrees to the  
18 following:

19 a. Bonaventure will spend \$7,000,000 beyond its actual total fiscal year 2024 operating  
20 expenditures at its 15 Washington facilities over a four-year period, starting on  
21 September 1, 2025 (the "Financial Commitment"). The Financial Commitment shall  
22 include both additional operating and capital expenditures, and shall be documented  
23 and calculated as follows:

24 i. The Financial Commitment shall be measured by subtracting Bonaventure's  
25 total operating expenditures for all Washington communities in fiscal year  
26 2024 (January 1, 2024, through December 31, 2024) from Bonaventure's total

1 operating and capital expenditures across all 15 Washington communities in  
2 each year subject to this Assurance of Discontinuance. The sum of this  
3 calculation shall be called the "Yearly Total." The years subject to this  
4 Assurance of Discontinuance shall begin on September 1 and end on August  
5 31, with the first year beginning on September 1, 2025, and the final year  
6 ending on August 31, 2029. Each Yearly Total shall be added together to  
7 determine whether the Financial Commitment has been met. Bonaventure  
8 shall meet the Financial Commitment when the sum of all Yearly Totals shall  
9 be equal to or exceed the Financial Commitment. All requirements related to  
10 the Financial Commitment shall discontinue when Bonaventure has met the  
11 Financial Commitment, including Bonaventure's reporting requirements  
12 under subsection (ii) below.

13 ii. Bonaventure must provide an annual report to the AGO in each year until the  
14 Financial Commitment has been met. The report shall be submitted by  
15 Bonaventure's CFO and shall document, in reasonable detail, how funds were  
16 expended toward the Financial Commitment and calculated in accordance  
17 with subsection (i) above.

18 b. The Financial Commitment is binding on Bonaventure and not any purchaser of any  
19 Bonaventure communities in Washington, so long as the purchase is made via an  
20 arms-length transaction between unrelated and/or unaffiliated parties, as any  
21 purchaser would own and/or operate any communities independently.

22 c. The Financial Commitment shall be met by Bonaventure increasing its total  
23 expenditures as set forth in subsection (a) above, which shall include, but is not  
24 limited to, the following:

25 i. Bonaventure's hiring of a quality assurance team, with a minimum of three  
26 employees, that will focus on staff training, improving civil penalty and

1           licensing processes, credentialing, and improving health services across  
2           Bonaventure's communities in Washington, Oregon, and Colorado.  
3           Bonaventure shall use all reasonable efforts to hire and retain the quality  
4           assurance team and fill any vacancies in these positions that potentially arise  
5           in the ordinary course of business.

6           ii. Bonaventure's hiring of a health and wellness director for each of the  
7           Washington communities where Bonaventure provides both assisted living  
8           and memory care services. Bonaventure shall use all reasonable efforts to hire  
9           and retain the health and wellness directors and fill any vacancies in these  
10          positions that potentially arise in the ordinary course of business.

11          iii. Bonaventure's increase in expenditures for assisting living staffing,  
12          maintenance staffing, memory care staffing, healthcare management staffing,  
13          dining services staffing, activities staffing, and housekeeping staffing,  
14          through any combination of increased benefits, wages, or an increase in  
15          staffing hours/positions.

16          iv. Bonaventure's increase in expenditures for community maintenance  
17          equipment or supplies, dining services and food, and activities and  
18          transportation for residents.

19          v. All Bonaventure expenditures for capital improvements of its 15 communities  
20          in the State of Washington.

21          d. Bonaventure shall select and hire an independent monitor to annually review its  
22          quality assurance system and report to ownership for a period of three (3) years  
23          commencing on December 1, 2025. The report must discuss the efficacy of  
24          Bonaventure's quality assurance efforts to provide quality resident care and services,  
25          including an evaluation of the following topics for the 10 facilities identified in Part  
26          II herein:

- 1           i. The report will review and provide comments on Bonaventure's health  
2           services policies and procedures, including the trainings Bonaventure  
3           provides staff and managers;
- 4           ii. The report will make recommendations for improving Bonaventure's health  
5           services policies and procedures, including recommended updates based on  
6           changes in applicable regulations;
- 7           iii. The report will examine the performance of Bonaventure's quality assurance  
8           team to ensure that its processes and procedures will efficiently identify health  
9           services systems that may be improved, and provide guidance for their  
10          improvement;
- 11          iv. The report will make recommendations for improving the efficiency and  
12          effectiveness of Bonaventure's quality assurance processes; and
- 13          v. The report will include a review of citations/deficiencies issued by the  
14          Washington State Department of Social & Health Services and make  
15          recommendations for process improvements based on the  
16          citations/deficiencies, if necessary.
- 17      e. The monitor's annual report will make recommendations for how quality assurance  
18      procedures could be improved in the following year. Bonaventure will share the  
19      monitor's final annual report with the AGO within 10 days of its issuance. The AGO  
20      may reject Bonaventure's proposed monitor if it reaches the reasonable conclusion,  
21      set forth in writing, that the candidate is unqualified, conflicted, or has a material  
22      bias.
- 23      f. Bonaventure will provide a one-time \$250 service fee credit to the approximately 800  
24      current assisted living and memory care residents at Bonaventure's East Wenatchee,  
25      Lacey, North Creek, Olympic Place, Puyallup, Salmon Creek, Spring Creek, Tri-  
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1 Cities, Vancouver, and Woodland communities no later than 90 days from the date  
2 of this Assurance of Discontinuance.

3 g. As an ongoing practice at Bonaventure, if residents have documented issues with  
4 services or other documented concerns, Bonaventure has issued customer service  
5 refunds and credits where it deemed appropriate, in its discretion. Consistent with  
6 that practice, Bonaventure previously paid \$598,524.96 in refunds and credits to  
7 current and former residents at its Washington facilities between January 1, 2019,  
8 and September 1, 2025.

9 **V. PAYMENT TO STATE**

10 Within thirty (30) days of entry of this Assurance of Discontinuance, Bonaventure shall  
11 pay \$200,000 to the Attorney General of Washington. The Attorney General shall use the payment  
12 for recovery of its fees and costs in investigating this matter, monitoring compliance with this  
13 Assurance of Discontinuance, future enforcement of RCW 19.86, or for any lawful purpose in the  
14 discharge of the Attorney General's duties at the sole discretion of the Attorney General.

15 **VI. RELEASE**

16 Upon entry of this Assurance of Discontinuance, the AGO releases Bonaventure from all  
17 civil claims, causes of action, damages, restitution, fines, costs, and penalties under RCW 19.86,  
18 arising from or related to the conduct referenced in Part III of this Assurance of Discontinuance.

19 **VII. ADDITIONAL PROVISIONS**

20 This Assurance of Discontinuance is not an admission or finding that Bonaventure  
21 violated the Washington Consumer Protection Act, or any other law or statute for any purpose.

22 This Assurance of Discontinuance is binding on Bonaventure and its officers, agents,  
23 servants, employees, and attorneys, and upon all other persons acting in concert or participating  
24 with Bonaventure in conducting its business.  
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1 APPROVED on this \_\_\_\_ day of 11/19/2025, 2025.

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JUDGE/COURT COMMISSIONER

4 Presented by:

5 NICHOLAS BROWN  
6 Attorney General

7 s/Daniel Davies

8 DANIEL DAVIES, WSBA #41793  
9 LOGAN STARR, WSBA#55944  
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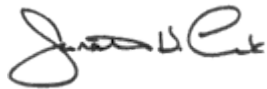
24 Agreed to and approved for entry by:

25 BONAVENTURE SENIOR LIVING

26   
Kelley D. Hamilton, CEO/President

**King County Superior Court  
Judicial Electronic Signature Page**

Case Number: 25-2-34571-8 SEA  
Case Title: WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL VS  
MOUNTAIN WEST RETIREMENT CORP. D/B/A BONAVENTURE SENIOR  
LIVING ET ANO  
  
Document Title: Agreed Order  
  
Date Signed: 11/19/2025



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Commissioner: Comm. Jonathon Lack

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