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7 **STATE OF WASHINGTON**
8 **THURSTON COUNTY SUPERIOR COURT**

9 In the matter of:

10 GREP WASHINGTON, LLC dba
11 GREYSTAR,

12 _____
Respondent.

NO.

ASSURANCE OF
DISCONTINUANCE

13 The State of Washington, by and through its attorneys, Nicholas W. Brown, Attorney
14 General, and John Nelson, Assistant Attorney General, files this Assurance of Discontinuance
15 pursuant to RCW 38.42 and RCW 19.86.100. GREP Washington, LLC (Respondent), is a
16 Delaware limited liability company headquartered in South Carolina that provides property
17 management services across Washington.

18 **I. DEFINITIONS**

19 1.1 “Service Member” shall mean a member of the national guard, a military reserve
20 component, or an active component of one of the “uniformed services” as that term is defined in
21 section 101(a)(5) of title 10, United States Code.

22 1.2 “Proper Notice” shall mean delivering a written notice of termination and a copy
23 of qualifying military orders including, with respect to lease termination, official military orders,
24 or any notification, certification, or verification from a Service Member’s commanding officer,
25 with respect to the Service Member’s current or future military duty status.

26 1.3 The term “Military Orders” shall include deployment orders, permanent change of

1 station (PCS) orders, and expiration of term of service (ETS) orders.

2 1.4 “SCRA” shall mean the collective rights and protections extended to Service
3 Members under state law (The Service Members’ Civil Relief Act, RCW 38.42) and federal law
4 (The Servicemembers’ Civil Relief Act, 50 U.S.C. §§3901 – 4043).

5 1.5 “The Department of Justice Settlement” shall mean the agreement titled
6 “Settlement Agreement Between the United States of America and Greystar Management
7 Services, LLC” dated June 24, 2025.

8 II. ASSURANCE OF DISCONTINUANCE

9 2.1 The Attorney General deems, and Respondent acknowledges the following would
10 constitute violations of the Washington Service Members’ Civil Relief Act (RCW 38.42):

- 11 a) After receiving Proper Notice of a Service Member’s termination of his or her
12 lease under the SCRA, failing to properly terminate the residential lease in the
13 manner prescribed under the SCRA;
- 14 b) After receiving Proper Notice of a Service Member’s termination of his or her
15 lease under the SCRA, attempting to collect and/or actually collecting any early
16 termination fees or rents beyond those permitted under the SCRA;
- 17 c) After receiving Proper Notice of a Service Member’s termination of his or her
18 lease under the SCRA, wrongfully withholding any portion of that Service
19 Member’s security deposit, cleaning deposit, pet deposit, or any other
20 amount(s) collected at the time a Service Member signed a residential lease.
21 However, a landlord may properly withhold some portion or the entirety of a
22 security deposit for taxes, summonses, or other obligations and liabilities of the
23 lessee in accordance with the terms of the lease, including reasonable charges
24 to the lessee for excess wear, that are due and unpaid at the time of termination
25 of the lease, which shall be paid by the Service Member or their dependent and
26 such withholding would not constitute a violation of the SCRA or RCW 38.42;

- 1 d) As a means to penalize the Service Member (or to otherwise recoup lost
2 revenue after receiving Proper Notice of a Service Member's intent to
3 terminate his or her lease under the SCRA), recouping, or attempting to recoup,
4 any rent concession given to a Service Member at the time the residential lease
5 was signed (or anytime thereafter). For the purpose of this Assurance of
6 Discontinuance, a rent concession includes but is not limited to: a monthly
7 rental discount, a gift card, and a one-time or recurring credit;
- 8 e) Requiring or otherwise inducing a Service Member to sign a waiver of any
9 rights afforded under the SCRA using a waiver or other form that is not in
10 compliance with 50 U.S.C. § 3918;
- 11 f) Disposing of or otherwise enforcing a storage lien against any personal
12 property or effects left by a Service Member in a residential unit without first
13 obtaining a court order in accordance with 50 U.S.C. § 3958.

14 2.2 The Attorney General deems, and Respondent acknowledges the following would
15 constitute violations of the Washington Consumer Protection Act (CPA) (RCW 19.86):

- 16 a) After receiving Proper Notice of a Service Member's termination of his or her
17 lease under the SCRA, attempting to collect and/or actually collecting any
18 unpaid rents, concessions, or early termination fees beyond those permitted
19 under the SCRA;
- 20 b) After receiving Proper Notice of a Service Member's termination of his or her
21 lease under the SCRA, referring to collections any unpaid rents, concessions,
22 or early termination fees beyond those permitted under the SCRA.
- 23 c) Imposing any fine or penalty in lieu of or in addition to any fine imposed by a
24 county, city, or town fire official against a resident for that resident's failure to
25 maintain a smoke detection device (including replacing batteries). *See*
26 RCW 43.44.110. However, nothing in this Assurance prohibits a landlord from

recouping any part of a security deposit for damage done to a smoke detection device by a resident (e.g., painting over the device, removing and disposing of the device, etc.).

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.

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

3.2 In the event that Respondent violates this Assurance of Discontinuance, including failing to provide the information required in Paragraphs 5.1 and 5.2, this release of claims becomes void, and nothing shall prevent the State from enforcing RCW 38.42 and/or RCW 19.86 and seeking permanent injunctive relief and recovery of costs, restitution, and civil penalties against Respondent for any conduct covered by this Assurance of Discontinuance prior to and after its execution by the parties.

3.3 This Assurance of Discontinuance is not, and may not, be considered an admission of violation for any purposes; but proof of failure to comply with this Assurance of Discontinuance shall be *prima facie* evidence of violations of RCW 38.42 (and may be enforced by the Washington Attorney General in the same manner it uses to enforce violations of assurances of discontinuance entered pursuant to RCW 19.86.100), thereby placing upon the violator the burden of defending against the Court's imposition of injunctions, restitution, civil penalties, and other relief that the Attorney General may seek.

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4.2 Respondent must mail or deliver the payment referenced herein no later than 30 days from the filing and approval by the Court of this Assurance of Discontinuance, in the form of a wire or check payable to “Attorney General – State of Washington,” to the following address: Office of the Attorney General, Consumer Protection Division, Attention: Margaret Farmer, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104-3188.

5.1 Within three (3) business days of providing to the Department of Justice the report referenced in Paragraphs 20 and 21 of the Department of Justice Settlement, Respondent shall provide the State of Washington with a copy of the report containing the results of the independent consultant's review of account ledgers for all Washington residents who terminated their leases because of military orders. This report shall include the information referenced in paragraph 21 of the Department of Justice Settlement.

5.3 In the case of any Service Member identified by the independent consultant used

1 by Respondent as part of the Department of Justice Settlement as being entitled to relief under
2 the settlement, and whose failure to pay an unlawful early termination fee or rent concession
3 claw back may have resulted in any negative information being reported to a credit reporting
4 agency against that Service Member, Respondent shall send the letter contained in Exhibit A to
5 this Assurance of Discontinuance, directing the property owner to verify if the property owner
6 sent the account to a third party collection agency and if so, to contact the collection agency to:
7 (i) waive any amounts imposed for early termination fee(s) or rent concessions claw backs, and
8 (ii) direct each of the three major credit reporting bureaus (Equifax, Transunion, and Experian)
9 to remove any negative trade lines or other derogatory information. No later than
10 **August 1, 2026**, Respondent shall provide Washington with a list of all Washington Service
11 Members who may have had derogatory information reported against them along with a signed
12 certification stating that a copy of the letter contained in Exhibit A has been sent to the property
13 owner. All information required by this Paragraph shall be provided via electronic mail to
14 Assistant Attorney General John A. Nelson (john.nelson@atg.wa.gov) and paralegal Miranda
15 Marti (miranda.marti@atg.wa.gov).

16 5.4 Under no circumstances shall this Assurance of Discontinuance or the name of the
17 State of Washington or the Office of the Attorney General, or any of its employees or
18 representatives be used by Respondent or by its officers, employees, representatives, or agents in
19 conjunction with any business activity of Respondent.

20 5.5 This Assurance of Discontinuance is binding on Respondent and its owners,
21 directors, successors, assigns, transferees, officers, agents, partners, servants, employees,
22 representatives, and all other persons acting in concert or participating with Respondent in the
23 context of conducting Respondent's businesses. Notwithstanding the foregoing, The Attorney
24 General recognizes that Respondent cannot bind property owners.

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

Approved on this _____ day of _____, 2025.

JUDGE/COURT COMMISSIONER

Presented By:

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

NICHOLAS W. BROWN
Attorney General

GREP WASHINGTON LLC

JOHN NELSON, WSBA #45724
Assistant Attorney General
Attorneys for State of Washington

/s/ *Ayman Rizkalla*
 AYMAN RIZKALLA, ESQ
 Akerman, LLP
 Attorney for GREP Washington, LLC.