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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

NW PROPERTY SOLUTIONS, a
Washington sole proprietorship; NWPS
WA, LLC, a Washington limited liability
company; and TRAVIS A. JACKSON,
individually and dba NW PROPERTY
SOLUTIONS,

Defendants

NO. 20-2-05339-2 SEA

[PROPOSED] DEFAULT JUDGMENT
AGAINST DEFENDANTS NW
PROPERTY SOLUTIONS, NWPS WA,
LLC, AND TRAVIS A. JACKSON

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

- | | | |
|-----|---|--|
| 1.1 | Judgment Creditor: | State of Washington |
| 1.2 | Judgment Debtors: | NW Property Solutions; NWPS WA, LLC;
Travis A. Jackson |
| 1.3 | Principal Judgment amount: | |
| | A. Restitution: | \$256,414.53 |
| | B. Civil Penalty: | \$252,300 |
| | C. Cost & Fees | \$76,086.04 |
| 1.4 | Unpaid principal Judgment
amount shall bear interest at: | 12 percent per annum |
| 1.5 | Attorney for Judgment Creditor: | Daniel Allen and Ben Brysacz,
Assistant Attorneys General |
| 1.6 | Attorneys for Judgment Debtors: | No appearance entered |

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II. ORDER

2.1 This matter came before the Court on Plaintiff State of Washington's Motion for Entry of Default Judgment. The Court examined the following documents and other evidence before entering the Default Judgment herein: Order of Default; Motion for Entry of Default Judgment with accompanying Declaration of Ben Brysacz and Exhibits thereto; and the papers and pleadings on file in this case.

2.2 Having considered the pleading and the evidence listed above,

IT IS HEREBY ORDERED that Default Judgment against Defendants NW Property Solutions, NWPS WA, LLC, and Travis A. Jackson is granted, and the following Order is entered:

III. FINDINGS OF FACT

3.1 NW Property Solutions is a sole proprietorship offering property management services with its principal place of business in Auburn, Washington. NWPS WA, LLC is a Washington limited liability company with its principal place of business in Auburn, WA. Travis A. Jackson is a Washington resident and the managing agent of Defendants NW Property Solutions and NWPS WA, LLC.

3.2 This Court has personal jurisdiction over Defendants pursuant to RCW 19.86.160 and RCW 4.28.080 because Defendants were personally served with summons and the complaint and have purposely acted or consummated transactions in the state of Washington, including soliciting and receiving funds from Washington consumers. The violations of the Consumer Protection Act (CPA), RCW 19.86, alleged herein arise from or are connected with those transactions.

3.3 Venue in this Court is appropriate under RCW 4.12.020 because acts described in the State's Complaint occurred in King County.

3.4 Since 2016, Defendants have engaged in a deceptive and unfair scheme to promote "free" property management services to homeowners in Washington State.

3.5 Defendants are not licensed to provide such services.

1 3.6 Defendants’ websites have at times displayed eight testimonials, each appearing
2 under five gold stars. The testimonials were removed from Defendants’ website after the State
3 served Defendants with a Civil Investigative Demand that, in part, requested documents and
4 information regarding the testimonials and the people who made them.

5 3.7 Defendants promoted their services online and entered into one-sided,
6 unconscionable contracts with homeowners to take exclusive control of the subject homes.

7 3.8 Without disclosing their true intentions, Defendants dramatically modified the
8 interior of many homes, erecting new interior walls and increasing the number of bedrooms in
9 many homes. Defendants filled the homes with tenants beyond occupancy limits, resulting in
10 health and safety issues that have, at times, drawn the attention of local officials. Defendants
11 were regularly late in paying homeowners amounts owed, blaming banks and delivery services
12 for the delays.

13 3.9 Defendants’ contracts are one-sided, contain hair-trigger provisions voiding
14 Defendants’ obligation to pay homeowners for minor violations of contract terms, and are
15 substantively unconscionable and unfair.

16 3.10 These contracts grant Defendants “sole authority and unrestricted access” over
17 the subject homes for the duration of the term (typically one year).

18 3.11 The contracts further state that “NWPS and all of their representatives cannot be
19 evicted, vacated, or removed from the Premises, for any reason, by the Homeowner, or by any
20 person, company, or legal entity representing them, or by all courts, judges, commissioners, or
21 the legal system.” Nor can the contracts be terminated by any person or court for any reason.

22 3.12 The contracts also prohibit homeowners from contacting Defendants about late
23 payments or other issues, from contacting any tenants during the contract term, from visiting
24 the home without an invitation from Defendants, from posting legal notices at the home, and
25 from contacting utility companies that serve the home. Any violation “shall result in the
26 permanent forfeiture of a monthly payment to the Homeowner.”

1 3.13 When homeowners attempted to contact Defendants or visit their properties,
2 Defendants threatened to withhold payments or to initiate legal action. Defendants have been
3 evicted from several homes, but persisted in the scheme and located new victims. Defendants'
4 conduct is and was widespread and egregious.

5 3.14 Defendants' conduct affects the public interest and has the capacity to mislead a
6 substantial number of Washington consumers because its activities were advertised to numerous
7 consumers in Washington and constitute unfair or deceptive acts or practices in trade or
8 commerce in violation of RCW 19.86.020. Defendants' conduct also affects the public interest
9 because it involved contracts made by at least 8 Washington consumers and the loss of tens of
10 thousands of dollars in property damage, unpaid rent, and the imposition of municipal fines and
11 penalties through its unfair and deceptive acts and practices.

12 **IV. CONCLUSIONS OF LAW**

13 4.1 The Court has jurisdiction over the subject matter of this action and Defendants
14 and Plaintiff's Complaint states claims upon which relief may be granted.

15 4.2 The Attorney General has jurisdiction to bring this action under RCW 19.86.080.

16 4.3 Defendants' conduct as described in Findings of Fact Nos. 3.1 through 3.14
17 constitutes violations of the Consumer Protection Act, RCW 19.86.020.

18 4.4 Plaintiff is entitled to a Decree ordering Defendants to pay the amounts described
19 herein.

20 4.5 Plaintiff is entitled to a Decree enjoining Defendants from the acts and practices
21 described herein.

22 The Court having made the foregoing Findings of Fact and Conclusions of Law, and in
23 accordance therewith, the Court enters the following:

24 **V. JUDGMENT AND DECREE**

25 5.1 Defendants shall inform all officers, agents, servants, employees, representatives,
26

1 and all other persons in active concert or participation with Defendants of the terms and
2 conditions of this Judgment.

3 5.2 Based upon the foregoing, the Court now, therefore ORDERS that Defendants
4 and their officers, agents, representatives, employees, attorneys, and other persons in active
5 concert or participation with them who receive actual notice of this order by personal service or
6 otherwise, are permanently enjoined from:

- 7 a) Making any further modifications to homes under contract without prior written
8 authorization of the homeowner;
- 9 b) Entering into property management agreements similar to those described in the
10 State's complaint;
- 11 c) Entering into any new contracts or agreements for the tenancy or occupancy of
12 homes managed or serviced by Defendants;
- 13 d) Marketing, advertising, soliciting, or engaging in the business of rental
14 supervision or property management without first obtaining a license to do so
15 pursuant to RCW 18.85; and
- 16 e) Making material misrepresentations and omissions in advertisements and on their
17 website, including representations that their services are "free," that they are
18 licensed to provide property management services or that there is a substantive
19 difference between property services and property management services.

20 5.3 Pursuant to RCW 19.86.140, Defendants are ordered to pay Plaintiff, State of
21 Washington, a civil penalty of \$252,300, representing at least 445 violations of RCW 19.86.020.

22 5.4 Pursuant to RCW 19.86.080, the aggrieved Washington consumers are entitled to
23 restitution in the amount of \$256,414.53.

24 5.5 Pursuant to RCW 19.86.080, Defendants are ordered to pay Plaintiff \$76,086.04 for
25 its reasonable costs and attorneys' fees incurred in connection with bringing this action against
26 Defendants.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 20-2-05339-2
Case Title: STATE OF WASHINGTON vs NW PROPERTY SOLUTIONS ET
AL
Document Title: Order

Signed By: Commissioner Henry Judson
Date: October 29, 2020



Judge/Commissioner/ Commissioner Henry
ProTem: Judson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 8488D7F9F8F23124E7BC1614CC3139B488987284
Certificate effective date: 1/29/2020 8:12:28 AM
Certificate expiry date: 1/29/2025 8:12:28 AM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Henry Judson: WlbTSZRJ6RG2ju
+3jC1lQQ=="