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2026 APR 13 11:54 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-07343-2 KNT

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

RENTON COLLECTIONS, INC.,

Defendant.

NO. 25-2-07343-2 KNT

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

1.1	Judgment Creditor	State of Washington
1.2	Judgment Debtor	Renton Collections, Inc.
1.3	Principal Judgment Amount	\$1,000,000.00
1.4	Post Judgment Interest Rate:	12 percent per annum
1.5	Attorneys for Judgment Creditor:	Robert Hyde, Assistant Attorney General
1.6	Attorneys for Judgment Debtor:	Timothy Fransen

1.7 Plaintiff State of Washington (the State), having conducted an investigation and commenced this action pursuant to RCW 19.86, the Consumer Protection Act (CPA) and RCW 19.16, the Collection Agency Act (CAA); and

1.8 Defendant Renton Collections, Inc., (Defendant), having been served with the Summons and Complaint or having waived service; and the State, appearing by and through its

1 attorneys, Nicholas W. Brown, Attorney General, and Robert Hyde, Assistant Attorney General;
2 and Defendant, appearing by and through its attorney Timothy Fransen; and

3 1.9 The State and Defendant having agreed on a basis for the settlement of the matters
4 alleged in the Complaint and to the entry of this Consent Decree against Defendant without the
5 need for trial or adjudication of any issue of law or fact; and

6 1.10 Defendant, by entering into this Consent Decree, does not admit the allegations
7 of the Complaint other than those solely as necessary to establish the jurisdiction of this Court;
8 and

9 1.11 The State and Defendant agree this Consent Decree does not constitute evidence
10 or an admission regarding the existence or non-existence of any issue, fact, or violation of any
11 law alleged by the State; and

12 1.12 Defendant recognizes and states this Consent Decree is entered into voluntarily
13 and that no promises, representations, or threats have been made by the Attorney General's
14 Office or any member, officer, agent, or representative thereof to induce them to enter into this
15 Consent Decree, except for the promises and representations provided herein; and

16 1.13 Defendant waives any right it may have to appeal from this Consent Decree or to
17 otherwise contest the validity of this Consent Decree; and

18 1.14 Defendant further agrees this Court shall retain jurisdiction of this action and
19 jurisdiction over Defendant for the purpose of implementing and enforcing the terms and
20 conditions of this Consent Decree and for all other purposes related to this matter; and

21 The Court, finding no just reason for delay;

22 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
23 follows:
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2.2 This Consent Decree or the fact of its entry does not constitute evidence or an admission by any party regarding the existence or non-existence of any issue, fact, or violation of law alleged by the State. To the contrary, Defendant has denied and continues to deny all wrongdoing of any kind whatsoever and retains, and does not waive, any and all defenses Defendant may have with respect to such matters.

III. INJUNCTIONS

3.2 Injunctions. Defendant and its successors, employees, assigns, contractors, representatives, and all others acting in concert or active participation with Defendant shall engage in or refrain from the following acts and practices:

A. Defendant shall fully comply with the disclosure requirements set forth in RCW 19.16.250(28), as it may be amended from time to time, in all future medical debt collection notices;

¹ The form and scope of this language, as used throughout this document, is intended to have the same form, scope, and application as subsection (d) of Washington Court Rule 65.

1 B. Defendant shall not disseminate any first written notice seeking to collect
2 medical debt from any Washington consumer (or from a non-Washington consumer for medical
3 debt incurred in Washington) that does not contain the following disclosure in a font size as least
4 as large as the body of the debt collection notice:

5 **YOUR RIGHTS UNDER WASHINGTON LAW.** As to the account referenced in this
6 debt collection notice, you have the right to request free of charge:

7 (1) the original account number or redacted original account number assigned to the
8 medical debt;

9 (2) the date of the last payment on the medical debt; and

10 (3) an itemized statement that includes:

11 (a) The name and address of the medical creditor;

12 (b) That date, dates, or date range of service;

13 (c) The health care services provided to you as indicated by the health care
14 provider in a statement provided to the collection agency;

15 (d) The amount of principal for any medical debt or debts incurred;

16 (e) Any adjustment to the bill, such as negotiated insurance rates or other
17 discounts;

18 (f) The amount of any payments received, whether from you or any other
19 party;

20 (g) Any interest or fees; and

21 (h) Whether you were found eligible for charity care or other reductions and,
22 if so, the amount due after all charity care and other reductions have been
23 applied to the itemized statement.

24 C. As to medical debt incurred by any Washington consumer (or a non-
25 Washington consumer for medical debt incurred in Washington) to whom Defendant sent a first
26 written debt collection notice at any point after July 28, 2019, where such first written notice
does not contain the language set forth in paragraph 3.2(B) immediately above, collecting from
these consumers anything beyond the amount of the original claim or obligation and/or seeking
or accepting from these consumers any interest, service charge, attorneys' fees, collection costs,
delinquency charge, or any other fees or charges otherwise legally chargeable to the consumer.

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4.2 The payment referenced in paragraph 4.1 will be paid in two forms, as follows: \$925,000 (the “Initial Payment”) will be made no later than 30 days after entry of this Consent Decree by the court and shall be paid by valid check(s) payable to “State of Washington Attorney General’s Office,” delivered to the Office of the Attorney General, Attention, Margaret Farmer, Litigation Support Manager, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104; and \$75,000 (the “Subsequent Payment”) shall be paid in full no later than 180 days after entry of this Consent Decree by the court and shall be paid by valid check(s) payable to “State of Washington Attorney General’s Office,” delivered to the Office of the Attorney General, Attention, Margaret Farmer, Litigation Support Manager, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104.

4.4 Nothing in the payment plan set forth in paragraph 4.3 above prevents Defendant from making payments sooner or in larger amounts than set forth in paragraph 4.3. Additionally, post-judgment interest shall accrue on the Subsequent Payment but shall not be payable during such time as Defendant is timely and fully making the payments set forth in paragraph 4.3. If Defendant timely and completely satisfies the Subsequent Payment, any accrued post-judgment

1 interest shall not be due or payable. Defendants' failure to fully and timely make any regular
2 payment makes the full amount of the Subsequent Payment immediately due and payable,
3 including any accrued post-judgment interest.

4 4.5 Defendant's failure to timely make payments as required by this Consent Decree
5 by the date of entry of this Consent Decree, without written agreement by the State, shall be a
6 material breach of this Consent Decree.

7 **V. DEBT RELIEF TO CONSUMERS**

8 5.1 Pursuant to the preliminary injunction entered in this matter, Defendant was
9 unable to collect any amount above the principal amount of medical debt for accounts at issue
10 in this lawsuit.

11 5.2 Pursuant to RCW 19.86.080, Defendant agrees to provide an additional amount
12 of at least one and one half million dollars (\$1,500,000.00) in debt relief to consumers who
13 received first written notices without the language in paragraph 3.2(B) above. This debt relief
14 shall come in the form of forgiveness of the original debt by Defendant's clients and/or the
15 forgiveness of interest, fees, charges or other amounts above the original principal amount of the
16 medical debt at issue.

17 5.3 Defendant shall provide the debt relief discussed in paragraph 5.2 above within
18 30 days of entry of this Consent Decree by the Court.

19 **VI. ENFORCEMENT**

20 6.1 Defendant shall be in full compliance with all requirements and obligations this
21 Consent Decree imposes on Defendant by the date of entry of this Consent Decree, except as
22 otherwise indicated herein.

23 6.2 If Defendant violates a condition of this Consent Decree, the State may seek the
24 imposition of additional conditions, civil penalties of up to one hundred and twenty-five
25 thousand dollars (\$125,000.00) per violation pursuant to RCW 19.86.140, restitution, injunctive
26 relief, attorney's fees, costs, and such other remedies as the Court may deem appropriate at an

1 evidentiary hearing in which Defendant has an opportunity to be heard, if the Court finds by a
2 preponderance of the evidence that Defendant has violated a material condition of this Consent
3 Decree. In any successful action to enforce this Consent Decree against Defendant, Defendant
4 shall bear the State's reasonable costs, including reasonable attorneys' fees.

5 6.3 Jurisdiction is retained by this Court for the purpose of enabling any party to this
6 Consent Decree to apply to the Court, to the extent permitted herein, for enforcement of
7 compliance with this Consent Decree, to punish violations thereof, or otherwise address the
8 provisions of this Consent Decree.

9 6.4 Nothing in this Consent Decree shall grant any third-party beneficiary or other
10 rights to any person who is not a party to this Consent Decree.

11 6.5 Nothing in this Consent Decree shall be construed to limit or bar any other
12 governmental entity or person from pursuing other available remedies against Defendant or any
13 other person.

14 6.6 Under no circumstances shall this Consent Decree, or the name of the State of
15 Washington, this Court, the Office of the Attorney General, the Consumer Protection Division,
16 or any of their employees or representatives be used by Defendant or any of its respective
17 owners, members, directors, successors, assigns, transferees, officers, agents, servants,
18 employees, representatives, and all other persons or entities in active concert or participation
19 with Defendant, in connection with any selling, advertising, or promotion of products or services,
20 or as an endorsement or approval of Defendant's acts, practices, or conduct of business.

21 6.7 The State shall be permitted, upon advance written notice of twenty (20) days to
22 Defendant, to access, inspect, and/or copy business records or documents in possession, custody,
23 or under control of Defendant to monitor compliance with this Consent Decree; provided that
24 the inspection and copying shall avoid unreasonable disruption of Defendant's business
25 activities. The State shall not disclose any information described in this Paragraph 5.7
26 (Confidential Information) unless such disclosure is required by law. In the event that the State

1 receives a request under the Public Records Act, subpoena, or other demand for production that
2 seeks the disclosure of Confidential Information, the State shall notify Defendant as soon as
3 practicable and in no event more than ten (10) calendar days after receiving such request and
4 shall allow Defendant a reasonable time, not less than ten (10) calendar days, from the receipt of
5 such notice to seek a protective order relating to the Confidential Information or to otherwise
6 resolve any disputes relating to the production of the Confidential Information before the State
7 discloses any Confidential Information. Nothing in this Consent Decree shall affect State of
8 Washington's compliance with the Public Records Act, RCW 42.56.

9 6.8 To monitor compliance with this Consent Decree, the State shall be permitted to
10 serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to question Defendant
11 or any officer, director, agent, or employee of Defendant by deposition pursuant to the provisions
12 of CR 26 and CR 30 provided that the State attempts in good faith to schedule the deposition at
13 a time convenient for the deponent and his or her legal counsel.

14 6.9 This Consent Decree in no way limits the State from conducting any lawful non-
15 public investigation to monitor Defendant's compliance with this Consent Decree or to
16 investigate other alleged violations of the CPA or the CAA, which may include but is not limited
17 to, interviewing customers or former employees of Defendant.

18 6.10 This Consent Decree shall be binding upon and inure to the benefit of Defendant's
19 successors and assigns. Defendant and its successors and assigns shall notify the Attorney
20 General's Office at least thirty (30) days prior to any change-in-control of Defendant that would
21 change the identity of the corporate entity responsible for compliance obligations arising under
22 this Consent Decree; including, but not limited to, dissolution, assignment, sale, merger, or other
23 action that would result in the emergence of a successor corporation; the creation or dissolution
24 of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the
25 proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided,
26 however, that with respect to any proposed change in the corporation about which Defendant

1 and its successors and assigns learn less than thirty (30) days prior to the date such action is to
2 take place, Defendant and its successors and assigns shall notify the Attorney General's Office
3 as soon as is practicable after obtaining such knowledge.

4 6.11 Any notice or other communication required or permitted under this Consent
5 Decree shall be in writing and delivered to the following persons or any person subsequently
6 designated by the parties:

7 For Plaintiff:

8 Bob Hyde
9 Assistant Attorney General
10 Consumer Protection Division
11 800 Fifth Avenue, Suite 2000
12 Seattle, WA 98104

For Defendant:

Timothy Fransen
Cosgrave Vergeer Kester LLP
900 SW Fifth Avenue, 24th Floor
Portland, OR 97204

12 6.12 The Clerk of the Court is ordered to immediately enter the foregoing Judgment
13 and Consent Decree.

14 DONE IN OPEN COURT this ____ day of _____ 2026.

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17 _____
THE HONORABLE TODD D. TINKER

18 Presented by:

19 NICHOLAS W. BROWN
20 Attorney General

Notice of Presentment Waived and
Approved as to Form by:

Cosgrave Vergeer Kester LLP

21 /s/ Robert Hyde

22 ROBERT HYDE, WSBA No. 33593
23 Assistant Attorney General
24 Consumer Protection Division
25 800 Fifth Avenue, Suite 2000
26 Seattle, WA 98104
206-464-7744
bob.hyde@atg.wa.gov
Attorney for Plaintiff State of Washington

/s/ Timothy J. Fransen (with permission)

Timothy Fransen, WSBA No. 51110
Attorney for Defendant
900 SW Fifth Avenue, 24th Floor
Portland, OR 97204
503-323-9000
tfransen@cosgravelaw.com

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

Case Number: 25-2-07343-2 KNT
Case Title: STATE OF WASHINGTON VS RENTON COLLECTIONS INC

Document Title: Agreed Order

Date Signed: 04/13/2026



Judge: Andrea Robertson

Key/ID Number: *362437505*

Page Count: This document contains 9 page(s) plus this signature page.