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SUPREME COURT
STATE OF WASHINGTON
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Court of Appeals
Division I
State of Washington
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102739-7

No.
No. 82407-4

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

RANDALL R. STEICHEN,

Petitioner,

vs.

1223 SPRING STREET OWNERS ASSOCIATION,
a Washington non-profit corporation; CWD GROUP,
a Washington corporation; VALERIE FARRIS OMAN,
a citizen of the State of Washington; CONDOMINIUM
LAW GROUP, PLLC, a Washington professional
limited liability company; DAVID BUCK, a citizen
of the State of Washington; DANA REID, a citizen
of the State of Washington; JEREMY SPARROW, a
citizen of the State of Washington; ROBERT MOORE,
a citizen of the State of Washington; CATHERINE
RAMSDEN, a citizen of the State of Washington,

Respondents.

PETITION FOR REVIEW

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IDENTITY OF PETITIONER

Randall R. Steichen asks this Court to accept review of the decision terminating review.

COURT OF APPEALS DECISION

Steichen seeks review of the opinion of the Court of Appeals, Division One, filed on October 23, 2023. A copy of the slip opinion is set forth in the Appendix.

ISSUES PRESENTED FOR REVIEW

1. In reviewing summary judgment *de novo*, whether an appellate court can consider and rely upon inadmissible evidence and whether it must consider evidence properly called to the attention of the trial court.
2. Whether a condominium owner owes assessments when his account has a credit (positive) balance.
3. Whether a trial court has authority to enter a foreclosure judgment after dismissing the action “in its entirety.”
4. Whether a party who does not plead authority, and adamantly maintains it does not apply, is entitled to fees pursuant to that authority, RCW 64.34.455.
5. Whether a party who is not subject to RCW 64.34.455 or an association’s declaration is entitled to fees pursuant to RCW 64.34.455.

6. Whether an appellate court can find, without supporting evidence, that an owner *impliedly* consented to allow a property manager to withdraw special assessments from his bank account after expressly refusing consent in writing.
7. Whether an appellate court has discretion to refuse to review an order designated in the notice of appeal.
8. Whether a judge has a duty to disqualify himself when a party establishes that he appears to be biased—and whether an appellate court can find, without supporting evidence, that the party *waived* disqualification.
9. Whether an appellate court has plenary authority to strike a brief that complies with the rules of appellate procedure and refuse to consider issues that have been properly preserved and are supported by legal authority.

STATEMENT OF THE CASE

A. Background

This case revolves around the *grievously* improper actions of the Association, CWD (property manager), and CLG (collection attorney) concealing that Steichen's homeowner account had a credit (due to his payments), totaling \$59,514.43.

The Association financed Steichen's special assessment allocation through its loan, without his knowledge or consent, and CWD began charging Steichen \$382.89 per month in June 2017. CP 360-66, 512-13. Unbeknownst to Steichen, his account had an outstanding balance due to \$382.89 special assessment charges. CP 360-66, 512-13.

Under threat of foreclosure, Steichen agreed to pay \$49,620, which he was misled into believing was a valid, outstanding special assessment obligation. CP 2887-89, 3276-78, 6415, 7254. On December 29, 2017, through August, Steichen paid \$59,514.43. CP 512-13, 6425, 6465, 6951-52, 6968, 7871, 10453, 12160-61.

After Steichen's December 2017 payment, his account *always* had a credit (positive) balance. CP 512-13, 1181, 6465. In November 2018, when Steichen's account had a ***credit of \$30,458.20***, the Association unlawfully terminated the utilities to Steichen's unit. CP 513, 3553, 7374, 8409, 11275; RCW 64.32.200(1).

To conceal their unlawful actions, Respondents fabricated hearsay ledgers for Steichen’s account that artificially separate monthly special assessments from other assessments—falsely making it appear that his account was delinquent. CP 198-200, 903-09, 1185-88, 1768, 5873-74, 8845-49. RCW 64.34.020.¹

When a condominium association, its property manager, and its collection attorney collude to deceive an owner into paying charges that were never imposed, the owner is entitled to have his day in court. That was not allowed to occur.²

B. Procedural History

After two years of litigation, the trial court erroneously (1) granted summary judgment on the Counterclaim and awarded fees; and (2) summarily dismissed Steichen’s claims despite

¹ A homeowner’s account is not a physical account. It is an electronic ledger application that keeps a running balance of charges and payments. Payments do not go into a homeowner’s account—they go into an association’s bank account CP 512-13, 830-35, 8828.

² In December 2021, the Association sued Steichen again.

issues of material fact. The trial court compounded its errors by awarding Respondents over **\$700,000** in fees.

Striking Steichen's reply brief, relying upon hearsay, failing to consider Steichen's evidence, and erroneously failing to follow this Court's precedents, Division One affirmed.

During oral argument, it was clear that the panel was confused regarding a homeowner account.

[Panel:] So, the same account is for everything. And, so, if there is money in it regardless of whether there is an outstanding assessment that was to be paid ... if there's \$30,000 sitting there and he owes an assessment, they're just supposed to take the assessment from there....

TVW at 6:11-9:04.³

³ [https://tvw.org/video/division-1-court-of-appeals-2023041266/?eventID=2023041266&_gl=1*1b11ta*_ga*NzE\(0ODQ2NDU5LjE2NDk3ODczNzQ.*_ga_J5MMHVD463*MTcwMTMwMjEzNi4xMDAuMS4xNzAxMzAyMTQzLjAuMC4w](https://tvw.org/video/division-1-court-of-appeals-2023041266/?eventID=2023041266&_gl=1*1b11ta*_ga*NzE(0ODQ2NDU5LjE2NDk3ODczNzQ.*_ga_J5MMHVD463*MTcwMTMwMjEzNi4xMDAuMS4xNzAxMzAyMTQzLjAuMC4w)

REASONS TO ACCEPT REVIEW

1. Division One’s opinion contravenes and subverts this Court’s precedents and court of appeals’ decisions by considering inadmissible evidence in reviewing summary judgment and refusing to consider evidence called to trial court’s attention—violating Due Process.

In derogation of this Court’s precedents, Division One relied upon hearsay to affirm the Counterclaim summary judgment. “Steichen also asserts that the trial court erred by relying on an inadmissible ledger. But Steichen failed to object before the trial court, thus waiving this claim of error. RAP 2.5(a).” Op. 15, n. 4.⁴

“A court cannot consider inadmissible evidence when ruling on a motion for summary judgment.” *Dunlap v. Wayne*, 105 Wn.2d 529, 535, 716 P.2d 842 (1986). “Hearsay is inadmissible.” *Kenco Enterprises Nw., LLC v. Wiese*, 172 Wn. App. 607, 615, 291 P.3d 261 (2013). “Any statements consisting of inadmissible evidence must be treated as mere surplusage and

⁴ Steichen objected. CP 764-772, 950-52.

disregarded.” *Washington Pub. Util. Districts’ Utilities Sys. v. Pub. Util. Dist. No. 1 of Clallam Cnty.*, 112 Wn.2d 1, 17, 771 P.2d 701 (1989).⁵ “The admissibility of evidence in summary judgment proceedings is reviewed de novo.” *Am. Exp. Centurion Bank v. Stratman*, 172 Wn. App. 667, 674-75, 292 P.3d 128 (2012). Harrison’s ledger is plainly hearsay. RCW 5.45.020. The charges and payments were not recorded contemporaneously. CP 195-200.⁶

In contravention of this Court’s precepts, Division One refused to consider evidence Steichen called to the trial court’s attention.

Steichen asserts that the ledgers established a genuine issue of fact over whether Steichen’s account had a credit But “[a]n argument that was neither pleaded nor argued to the superior court on summary judgment cannot be raised for the first

⁵ Several published court of appeals opinions conflict with these precedents. *See Becerra v. Expert Janitorial, LLC*, 176 Wn. App. 694, 728, 309 P.3d 711 (2013); *Orris v. Lingley*, 172 Wn. App. 61, 67-68, 288 P.3d 1159 (2012).

⁶ CWD concedes Harrison’s ledgers were “recently drafted.” Br., 39; CP 8529.

time on appeal.” Johnson v. Lake Cushman Maint. Co., 5 Wn. App. 2d 765, 780, 425 P.3d 560 (2018) (citing Sourakli v. Kyriakos, Inc., 144 Wn. App. 501, 509, 182 P.3d 385 (2008)); see also RAP 2.5(a) ... Steichen did not make this argument in his pleadings in response to summary judgment ... we do not consider Steichen’s new argument on appeal.

Op., 13.⁷

“On review, the appellate court ‘will consider only evidence and issues *called to the attention of the trial court.*” Mithoug v. Apollo Radio of Spokane, 128 Wn.2d 460, 462, 909 P.2d 291 (1996); RAP 9.12.⁸ “An appellate court would not be properly accomplishing its charge if [it] did not examine *all* the evidence presented to the trial court.” Folsom v. Burger King, 135 Wn.2d 658, 663, 958 P.2d 301 (1998). “[T]he trial court must consider all admissible evidence presented to it.” Haley v. Amazon.com Servs., LLC, 25 Wn. App. 2d 207, 220, 522 P.3d 80 (2022). “Evidence called to the attention of the trial court is

⁷ Respondents did not raise RAP 2.5 or RAP 9.12.

⁸ Steichen called CWD’s ledger to the court’s attention. CP 371, 512-13, 13104-05.

properly before us, whether or not it was considered by the trial court.” *Goodwin v. Wright*, 100 Wn. App. 631, 648, 6 P.3d 1 (2000). This includes motions for reconsideration. *Tanner Elec. Co-op. v. Puget Sound Power & Light Co.*, 128 Wn.2d 656, 675, 911 P.2d 1301 (1996). The court of appeal’s opinion conflicts with these precedents.

Division One’s opinion conflicts with *Sourakli*: “An argument neither pleaded nor argued to the trial court cannot be raised for the first time on appeal.” *Sourakli v. Kyriakos, Inc.*, 144 Wn. App. 501, 509, 182 P.3d 985 (2008). Division One conflates (a) argument with evidence and (b) pleadings with summary judgment papers. Steichen pleaded and repeatedly argued his account had a credit.⁹

⁹ “[A]s of December 21, 2018, [CWD’s] ledger shows Plaintiff’s account balance as *minus \$25,269.31*.” CP 37, ¶ 169.

“CWD admits to the ledger amount.” CP 2746, ¶ 44.

Respondents misrepresented that Steichen “owed assessments that were never due and owing.” CP 944; *see* CP 751-53.

Division One violated Due Process by relying upon hearsay and failing to consider CWD’s ledgers. Adjudicating “factual issues ... violates the right to a jury trial.” *Haley, LLC*, 25 Wn. App. 2d at 218. “[T]he right of access to courts for redress of wrongs is an aspect of the First Amendment right to petition the government.” *Sure-Tan, Inc. v. N.L.R.B.*, 467 U.S. 883, 896-97 (1984).

A more inequitable result than that imposed by Division One’s opinion is difficult to imagine—and if left to stand by this Court, the effect on the three million homeowners in associations in Washington State will be far-reaching.¹⁰

Division One’s opinion will allow trial courts to rely upon hearsay and to refuse to consider evidence in deciding summary judgment. Default judgments are routine in foreclosure actions,

¹⁰ “In Washington, 944,000 of the state’s 3 million homes, 31.2%, are in a homeowner association.”

<https://seattleagentmagazine.com/2023/04/21/nearly-one-third-of-washington-homes-are-part-of-an-hoa-among-the-highest-percentages-in-the-nation/> (last visited January 13, 2024).

and homeowners who do appear are often forced to represent themselves. Homeowners will not be able untangle the conflicting opinions to understand applicable legal principles and will not be able to defend themselves. ***Owners will lose their homes.***

If left to stand, the court of appeals opinion will allow homeowner associations, property managers, and collection attorneys to collude to deceive owners into paying charges that are never imposed and then take their homes through foreclosure based upon fabricated, hearsay ledgers. This Court should grant review. RAP 13.4(b)(1)-(4).

2. By failing to review denial of summary judgment on appeal, Division One's opinion contradicts binding precedents.

“Our case law is unequivocal—the denial of a summary judgment motion is not a final order that can be appealed under RAP 2.2(a).” Op., 26. Steichen did not appeal the denial of his summary judgment motion, he properly designated it in his notice of appeal. CP 12997, 13045-46; RAP 2.4(a); *Gardner v.*

First Heritage Bank, 175 Wn. App. 650, 658, 303 P.3d 1065 (2013).

“An order denying summary judgment is not a final judgment within the meaning of RAP 2.2(a)(1).” *Johnson v. Rothstein*, 52 Wn. App. 303, 305, 759 P.2d 471 (1988). “The issue can be reviewed after trial in an appeal from final judgment.” *DGHI, Enterprises v. Pac. Cities, Inc.*, 137 Wn.2d 933, 949, 977 P.2d 1231 (1999). Parties are entitled to have cases decided on the merits. RAP 13.4(1),(2),(4).

3. Division One’s opinion contradicts this Court’s precedents and court of appeals’ decisions by finding that trial courts can enter judgment awarding foreclosure after dismissing an action “in its entirety.”

It is elementary that a court cannot enter a foreclosure judgment after dismissing a case in its entirety. Yet, that is exactly what happened. On January 29th, 2021, pursuant to CR 54(b), the court entered the Counterclaim Judgment. CP 10357-10366. On February 8th, it entered Judgment, stating: “There being no claims remaining to litigate, ***this case is hereby***

dismissed in its entirety with prejudice.” CP 13020 (emphasis added).

Division One found that the CR 54(b) Judgment “was not itself a final judgment but instead directed entry of final judgment.” Op., 15. “A judgment is the final determination of the rights of the parties in the action.” *Bank of Am., N.A. v. Owens*, 173 Wn.2d 40, 51, 266 P.3d 211 (2011). Whether a document “constitutes a judgment is determined by whether it finally disposes of a case and was intended to do so.” *Id.*

“When a judgment is once entered of record, it must stand as the judgment, until it is vacated, modified, or disposed of by some means provided by law; entering additional judgment entries is not one of them.” *Wagner v. N. Life Ins. Co.*, 70 Wash. 210, 212, 126 P. 434 (1912). “A final order or judgment ... concludes the party against whom it is rendered from further pursuing his right or remedy in the court in which it is entered.” *Morris & Co. v. Canadian Bank of Commerce*, 95 Wash. 418, 426, 163 P. 1139 (1917). It cannot reasonably be disputed that

after dismissing an action, *in its entirety*, the trial court does not retain authority to enter a foreclosure judgment.

The opinion contravenes precedents stating that “there must be an express determination *in the judgment* that there is no just reason for delay.” *Doerflinger v. New York Life Ins. Co.*, 88 Wn.2d 878, 881, 567 P.2d 230 (1977)(emphasis added). Only the CR 54(b) Judgment sets forth this determination. *Compare CP 10362-64 with CP 13022-27.*

Division One’s opinion conflicts with *Flour* regarding what constitutes a CR 54(b) Judgment. *Fluor Enterprises, Inc. v. Walter Const., Ltd.*, 141 Wn. App. 761, 767, 172 P.3d 368 (2007). The CR 54(b) Judgment states, “the orders for which the Association seeks certification meet each element.” CP 10362, 13354.

Division One’s opinion directly conflicts with *Owens* by erroneously relying upon RCW 4.64.030(3): “a judgment does not take effect, until the judgment has a summary in compliance with this section.” Op., 15. RCW 4.64.030(1) “mean[s] that a

clerk may not enter a judgment *in the execution docket*, and the judgment does not take effect *for purposes of the execution docket*, until a proper summary exists.” *Owens*, 173 Wn.2d at 54.

If left to stand, the opinion will generate profound confusion. Parties, especially *pro se* homeowners, will have to be soothsayers to determine when a decision might be a judgment. This confusion will greatly prejudice parties, who will have to appeal every decision that could be a judgment or gamble on their appellate rights and their homes. This Court should accept review. RAP 13.4(b)(1),(2),(4).

4. In affirming attorney fees, Division One’s opinion contravenes this Court’s precedents and court of appeals’ decisions—violating Due Process.

Division One violated Steichen’s right to Due Process in affirming, and awarding, attorney fees. Op., 22-24, 43. “Due process requires a [party] ‘to be advised, by the pleadings, of the issues he must be prepared to meet.’” *Dalton M, LLC v. N. Cascade Tr. Servs., Inc.*, 534 P.3d 339, 347, 2 Wn.3d 36 (2023).

“That includes the issue of attorney fees.” *Id.* “The requirement that a party plead attorney fees provides the opposing party ... a chance to make an informed decision to undergo the risks of litigation.” *Id.*¹¹ Respondents failed to plead entitlement to fees pursuant to RCW 64.34.455. CP 170-71, 2754, 5177.

Pursuant to RCW 64.34.445:

If ... [any] person *subject to this chapter* fails to comply with any provision hereof or any provision of the declaration ... any person ... *adversely affected* by the failure to comply ***has a claim***¹² for appropriate relief. The court, in an appropriate case, may award reasonable attorney’s fees to the prevailing party.

(Emphasis added). This “shall be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed.” RCW 64.34.100.

¹¹ The Association concedes it had “not adopted the attorney fee provisions of the New Condo Act found in RCW 64.34.455 ... ***parties are to bear their own attorney fees.***” CP 1435 (emphasis added); *see* CP 1711, 2877, 2938-39, 11285.

¹² A claim for relief is “the part of a complaint ... specifying what relief the plaintiff asks for.” BLACK’S LAW DICTIONARY, cause of action; CR 8(a).

Division One ignored CWD's ledgers to find: "[Steichen] violated provisions of the WCA and the Declaration by not paying his regular monthly dues." Op., 24; CP 512-13. Because Steichen's account had a credit, Respondents are not "aggrieved part[ies] under the Act." *Eagle Point Condo. Owners Ass'n v. Coy*, 102 Wn. App. 697, 714, 9 P.3d 898 (2000). The opinion contravenes *Coy*.

Division One found that "respondents were 'adversely affected' by Steichen's actions." Op., 24. This contravenes *Sixty-01*, where Division One did not award fees to a third-party investor pursuant to RCW 63.34.364(14) or the declaration because "both of those apply to the condominium owners not a third party investor [who was] not a party to that contract." *Sixty-01 Ass'n of Apartment Owners v. Parsons*, 178 Wn. App. 228, 234-35, 314 P.3d 1121 (2013). Likewise, RCW 64.34.355 does not apply to CLG or CWD.

If left standing, Division One's opinion will have sweeping consequences and subject the three million

homeowners in associations in Washington to fees without notice or the ability to make an informed decision regarding litigation risks. It will also subject owners to fees awarded to parties that the Legislator never intended. This Court should accept review. RAP 13.4(b)(1)-(4).

5. By interjecting a defense to conversion, Division One's opinion violates Due Process and contravenes this Court's precedents and court of appeals' decisions.

Division One raised and adjudicated an entirely new defense that no party raised.

Steichen argues that CWD made automatic withdrawals from his checking account without his authority.... Steichen impliedly consented to these payments toward the special assessment.... If the tort generates a benefit to the plaintiff, there may be no damages ... the three charges for \$382.89 ... went toward debts validly owed by Steichen.

Op., 36. This Court has squarely rejected the argument "that there can be no conversion where there is a benefit to the owner."

W. Farm Serv., Inc. v. Olsen, 151 Wn.2d 645, 653, 90 P.3d 105 (2004).

“Money may be the subject of conversion if the defendant wrongfully received it.” *Alhadeff v. Meridian on Bainbridge Island, LLC*, 167 Wn.2d 601, 619, 220 P.3d 12147 (2009). In his contract with CWD, Steichen explicitly stated that he did not consent to CWD debiting special assessments—Steichen did not *impliedly* consent. CP 8563.¹³ Steichen authorized CWD to make automatic withdrawals from his checking account once each month, in the exact amount of his regular monthly assessment—and no more. *Id.* On August 5, 2017, February 5, 2018, and March 6, 2018, CWD debited \$382.89 from Steichen’s account without authorization. CP 152, 363-64, 8563, 1450.¹⁴

¹³ Contract:

In addition to regular assessments, I (we) hereby authorize COMPANY to initiate debit entries for:

Fees or Fines	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Special assessments	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

CP 8563.

¹⁴ After Steichen’s December 2017 payment, his account had a credit. CP 512-13, 8866-67. There was no benefit.

This is textbook conversion/theft.¹⁵ Division One improperly found facts for which there was no supporting evidence and applied an erroneous legal standard.

The opinion conflicts with: “Payment is established only with the receipt of funds by the creditors, coupled with an intention on behalf of both parties that the funds received constitute payment.” *Thrifty Supply Co. of Seattle v. Deverian Builders, Inc.*, 3 Wn. App. 425, 428-29, 475 P.2d 905 (1970).

Finally, Division One raised an entirely new defense and decided it against Steichen, depriving Steichen of due process. *Dalton M, LLC*, 2 Wash. 3d at 39-40. Further, Division One’s improper factual findings are based upon inadmissible ledgers and contradicted by admissible evidence. CP 195-200, 512-13, 8563, 8845-47.

Division One’s opinion materially changes and distorts the tort of conversion. Review is warranted. RAP 13.4(b)(1)-(4).

¹⁵ The trial court conceded that “there was a conversion.” CP 1576; *but see* CP 13150.

6. By finding Steichen waived the trial court's disqualification, Division One's opinion contravenes this Court's precedents and court of appeals' decisions —violating Due Process.

Division One erroneously concluded Steichen “waived [his] argument” that the trial court Judge is biased Op., 38-40. The law requires judges “appear to be impartial.” *State v. Solis-Diaz*, 187 Wn.2d 535, 540, 387 P.3d 703 (2017). “Due process requires the absence of an unconstitutional ‘risk of bias.’” *Matter of Dependency of A.N.G.*, 12 Wn. App. 2d 789, 793-94, 459 P.3d 1099 (2020). “The inquiry [is] whether, as an objective matter, the average judge in his position is likely to be neutral, or whether there is an unconstitutional potential for bias.” *Id.* “The requirement of neutrality has been jealously guarded by this Court.” *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242, 100 (1980).

On July 31, 2020, Steichen's counsel stated that a continuance was warranted because she continued to suffer serious effects from the coronavirus. CP 9269; CP 8021-26,

8922-27. The court agreed that CLG engaged in discovery misconduct:

Court: Exactly. So *you're playing games*, Mr. Rosenberg.... You're trying to say: Well, it's not responsive to that other discovery request. Of course, it is. *You guys are playing games*....

And frankly, if this is the kind of stuff that [Steichen's counsel] is dealing with, then her need for additional time starts to make sense.

CP 9244-47 (emphasis added).

The day after the court unjustifiably struck Steichen's discovery conference, that if offered, it ordered:

If [Steichen's] counsel is unable to adequately prosecute [Steichen's] case for whatever reason, the remedy is to associate co-counsel or withdraw and substitute counsel who has the time and resources.

CP 8025, 9250-51, 9270-91, 9334.

On October 2nd, the court reprimanded Steichen's counsel:

[Court:] Your sick in the spring does not give you an excuse in the fall for not providing any of the evidence that it sounds to me like you actually have in your possession....

[Steichen:] I was not sick for just two months ... you're making an assumption about something

that's not correct.... I was unable to work for an extended period of time....

[Court:] Don't -- again, *I disagree with you*.... It's a matter of you not prioritizing....

[Steichen:] My client's being prejudiced because I was sick.... If this is the course, then I will withdraw....

[Court:] That's what I suggested months ago, and you didn't do it.... That's not the first time.... I said, you know, *you're pretty new out of law school*. Maybe *you need to get cocounsel* ... do you remember that? ... *A belief I continue to hold*.

CP 9394-96 (emphasis added). The court concluded a trial was not warranted because it was going to dismiss claims that CWD “unfortunately” had not briefed or moved to dismiss. CP 9396-97, 9402, 9405.¹⁶

On October 7th, Steichen asserted:

It appears [Steichen] may not be receiving fair and neutral decisions due to the Court having made unfounded assumptions about [Steichen's] counsel.... [Also,] the Court ... noted/offered

¹⁶ “I can't imagine why we would actually potentially have a trial on these three claims ... I'm not sure why we need -- why a trial would be warranted.” CP 9402.

[CWD] a second hearing.... The Court's action does not appear to be fair and impartial.

CP 8001.¹⁷

On October 9th, although the summary judgment hearing lasted 94 minutes, only the first nine were recorded. CP8536. During the 85 minutes for which there is no record, Judge Schubert made it crystal clear that he was extremely upset by Steichen's opinion that he was biased. CP 9677-9680. Schubert displayed an unfavorable personal attitude, expressly stating that did not believe Steichen's counsel, rolling his eyes at her, and putting his hand up to stop her from speaking. *Id.* Schubert's conduct was unfounded, demeaning, and contrary to the basic tenets of acceptable judicial conduct.

Schubert adamantly maintained that he appeared remotely, from *home*, and that he did not have the ability to disconnect the court room speakerphone from the recording

¹⁷ Steichen moved for disqualification twice. CP 8902-9709, 12482-12626.

system. RP (1/25/2021) at 4-6; CP 1324-25, 13245. However, the *original* minutes for the hearing immediately following the Association's state: "The Judge and Bailiff are present in the courtroom, appearing for the hearing by Zoom video. The Clerk is present by Zoom audio, recording the hearing remotely." CP 12579 (emphasis added); CP 13433.

Schubert: "[T]o remove any confusion that phrase ['Judge and Bailiff are present in the courtroom, appearing for the hearing by Zoom video'] could conceivably cause, the Clerk's Office has issued accurate, corrected minutes"—seven months after the hearing. CP 13433; CP 12579. The "corrected" minutes state: "The Judge, Bailiff, and Clerk are appearing remotely by Zoom.' That should be the end of it." *Id.* There is absolutely no reason why the Clerk would record that Schubert and his bailiff were present in the courtroom if that were not true.

Steichen refused to waive his objections to Judge Schubert's bias by participating in a sham trial. RP (2/1/21) at 5. Schubert instructed Steichen's counsel that she "should simply

file a CR 41 dismissal saying that [Steichen's] not going to continue, and then that dismissal I think normally would make all the issues that [Steichen] has with this case ripe for appeal. And then I think that would be the way for [Steichen] to proceed." *Id.* at 8. A party cannot voluntarily dismiss a case and appeal. RAP 3.1. Schubert's false instruction was a deliberate attempt to deprive Steichen of his legal rights and preclude an appeal, so his actions would not see the light of day.

"Because it appears from the record that 'marked personal feelings were present on both sides,' Steichen was denied due process. *Taylor v. Hayes*, 418 U.S. 488, 489 (1974). A party is denied due process when he "become[s] embroiled in a running controversy with [the judge, who] display[ed] an unfavorable personal attitude toward [Steichen]. *Id.* at 501-02.¹⁸ Steichen demonstrated Schubert's bias and how it deprived Steichen of any semblance of justice. A disinterested observer could not

¹⁸ The disqualification orders alone demonstrate the appearance of bias. CP 13198-13251, 13432-13441.

conclude that Steichen obtained fair and impartial decisions. State v. *Dominguez*, 81 Wn. App. 325, 330, 914 P.2d 141 (1996).

“Waiver may be shown by a course of conduct but will not be inferred from doubtful or ambiguous factors. Whether a waiver ... has occurred is a question of fact. *Michel v. Melgren*, 70 Wn. App. 373, 379, 853 P.2d 940 (1993)(citation omitted). Steichen raised bias five days after it became clear that Schubert was not a neutral arbiter. CP 8001, 9394-9405. He did not waive the issue.

Division One’s erroneous application of law merits review. If left standing, trial court judges will never disqualify themselves despite clear evidence of stark, overt bias. This will deprive litigants of fair and just determinations of their legal rights. There is a reason why the reputation of state and federal courts continues to decline. RAP 13.4(b)(1)-(4).

7. Division One’s opinion violates Due Process and contravenes this Court’s precedents and court of appeals’ decisions by striking

Steichen's reply brief and failing to consider properly briefed issues.

Division One struck Steichen's reply brief, erroneously asserting "it contained new arguments"¹⁹ and by failing to consider 12 properly briefed issues.²⁰ Op., 7, n. 2. "[W]e rely on the parties to frame the issues for decision and assign to courts the role of neutral arbiter of matters the parties present.' Thus, '[t]he scope of a given appeal is determined by the notice of appeal, the assignments of error, and the substantive argumentation.'" *Dalton M, LLC*, 534 P.3d at 347-48. "[C]ases

¹⁹ The arguments are not new. Further, the opinion makes clear that the court failed consider it in its entirety.

²⁰ Including: (a) fraud, conspiracy, aiding and abetting, and nuisance; (b) CWD ledgers showing account credit; (c) Counterclaim fees; (d) reconsideration denial (e) Garnishment fees; (f) claims CLG never moved to dismiss; (g) footnote argument; (h) fee judgment (i) reasonableness of fees; (j) Association and CLG's conversion; (k) personal property conversion; and (l) FDCPA claims (Article III standing). Op., 7-8, 13-14, 16, 24-27, 32, 34-37.

These are properly argued. For example, Steichen argued that the Association was awarded fees incurred in attempting to collect assessments that were not delinquent and cited authority. Amen. Opening Br. 44-45; Reply Br., 36-37.

and issues will not be determined on the basis of compliance or noncompliance with the rules.” *Rhinevault v. Rhinevault*, 91 Wn. App. 688, 693, 959 P.2d 687 (1998).²¹

Appellate courts review issues that are argued and supported by law. *Puget Sound Plywood, Inc. v. Mester*, 86 Wn.2d 135, 142, 542 P.2d 756 (1975). Where an individual is not afforded “his right to respond on the merits of the case” he is denied due process. *Nelson v. Adams USA, Inc.*, 529 U.S. 460, 466 (2000).

“The opportunity to defend one’s property before it is finally taken is so basic that it hardly bears repeating.” *Arnett v. Kennedy*, 416 U.S. 134, 180 (1974). “Procedural due process is not intended to promote efficiency ... it is intended to protect the particular interests of the person whose possessions are about to be taken.” *Olympic Forest Products, Inc. v. Chaussee Corp.*, 82

²¹ Division One was required to allow Steichen to refile his brief or accept it and consider the merits. *Bulzomi v. Dep’t of Labor & Indus.*, 72 Wn. App. 522, 526, 864 P.2d 996 (1994); RAP 10.7.

Wn.2d 418, 433, 511 P.2d 1002 (1973). “Due process requires that there be an opportunity to present every available defense.” *Lindsey v. Normet*, 405 U.S. 56, 66 (1972). “Courts have held that binding a person to a judgment from an action of which he had ... no opportunity to be heard is a denial of due process.” *Ward v. Torjussen*, 52 Wn. App. 280, 282-83, 758 P.2d 1012 (1988).

Parties are entitled to have cases decided on the merits. If left standing, the opinion will allow courts to violate parties’ Due Process rights. Steichen was not treated fairly by the trial court, and the court of appeals wrongfully decided to side with the trial court. This Court should accept review. RAP 13.4(b)(1)-(4).

CONCLUSION

What happened in the trial court was a veritable debacle. Judge Shubert was not just biased, he was vengefully prejudiced. His inexcusable conduct violated his oath of judicial office, and deprived Steichen of both his legal and constitutional rights. To protect a rogue trial judge, the court of appeals was willing to

turn a blind eye. These are the very reasons why judges and the legal system are held in low regard. Steichen respectfully asks this Court to closely and objectively examine what has occurred and do the right thing—so it does not happen again.

This Petition contains 5,000 words, excluding words that are exempt from the word count requirement and complies with Rule of Appellate Procedure 18.17.

DATED this 19th day of January 2024.

Respectfully submitted:

Handwritten signature of Ashley H. Steichen in black ink, written in a cursive style.

Ashley H. Steichen, WSBA #54433

Attorney for Randall R. Steichen

DECLARATION OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on January 19, 2024, I filed a true and correct copy of the foregoing document with the Washington State Appellate Court's Portal. The Court will notify counsel of record of the filing at the following email addresses:

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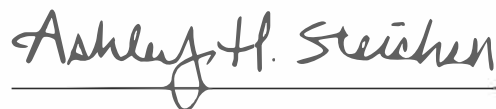
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APPENDIX

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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

RANDALL R. STEICHEN,

Appellant,

v.

1223 SPRING STREET OWNERS ASSOCIATION, a Washington non-profit corporation; CWD GROUP, a Washington corporation; VALERIE FARRIS OMAN, a citizen of the State of Washington; CONDOMINIUM LAW GROUP, PLLC, a Washington professional limited liability company; DAVID BUCK, a citizen of the State of Washington; DANA REID, a citizen of the State of Washington; JEREMY SPARROW, a citizen of the State of Washington; ROBERT MOORE, a citizen of the State of Washington; CATHERINE RAMSDEN, a citizen of the State of Washington.

Respondents.

No. 82407-4-I

DIVISION ONE

UNPUBLISHED OPINION

MANN, J. — This appeal arises from a long and tortured dispute between a condominium unit owner and his condominium association. In 2016, the 1223 Spring Street Owners Association (Association) adopted a special assessment to repair the

building's exterior. Randall Steichen failed to make timely payments toward the special assessment and the Association hired an attorney to help collect the debt. While Steichen began making payments, he fell behind on his monthly dues. Dissatisfied with the fees and fines the Association was trying to collect, Steichen sued the Association, the Association's property management company, and the Association's lawyer (collectively respondents). The case was litigated for two years. During the litigation, some or all of the claims against the various respondents were dismissed on summary judgment. At the time of trial, only Condominium Law Group (CLG) remained as a respondent. Steichen declined to participate in the trial and his remaining claims were dismissed under CR 41(b).

Steichen raises multiple issues on appeal. Finding no error, we affirm and award attorney fees to the respondents.

I

A

The Association was established in 1976 under the Horizontal Property Regimes Act (HPRA), ch. 64.32 RCW. Unit owners are members of the Association and are bound by the condominium "Declaration." Under the Declaration, members are required to pay regular and special assessments. The Association is governed by a board of directors (board) who are elected by the Association's members. Steichen bought the condominium unit 500 in 2007. Steichen served as a member of the board from May 2010 to May 2014.

In 2011, while Steichen was a board member, the board began investigating options to remedy water issues with the building. Steichen recommended Belfor

Property Restoration, a former client, to evaluate the building. After an inspection Belfor recommended tuck-pointing the brick facade, significant joint sealant replacement, and resealing the windows. The project, known as the envelope project, was considered for several years.

In 2016, the board moved forward with plans for a special assessment to cover the envelope project. The special assessment was budgeted as a capital expenditure under section 11.1 of the Declaration. At a board meeting, directors and members voted in favor of recommending the special assessment. A vote of the unit owners followed. To reject the special assessment, one-third of the voting interests would have to vote against it. The special assessment was approved with 86.63 percent of the voting interests voting in favor. While some members did not vote, no member voted to reject the special assessment.

Once the special assessment was approved, there were two payment options for unit owners. A minimum initial payment of \$10,000, followed by either a single lump sum payment of the remaining balance, or a financing option with installment payments for the remaining balance. Steichen's total allocation for the special assessment was \$49,620.

Following member approval, board president David Buck began collecting payment elections from unit owners. Buck e-mailed Steichen directly on February 21, 2017, asking about which payment option Steichen would use. Steichen claimed that this was the first correspondence he had received about the special assessment. While Steichen was included on several e-mails from board treasurer Robert Moore, he claimed that the e-mail address was several years old and defunct. Steichen asked

Buck to forward all information about the special assessment. Buck e-mailed the requested information that same day.

On March 3, 2017, Steichen asked for 30 days to liquidate an investment to pay the special assessment. Buck followed up three times asking whether Steichen planned to pay the full amount or enter into the installment plan. Buck also notified Steichen that the board planned to start collecting installment payments by April 1. On March 21, Steichen signified his intent to pay off the special assessment in full but was unsure if he could do so by April 1. Steichen also said that his first payment would be \$10,000 and he would pay the remainder within 90 days.

Buck responded:

We'll set it up as an HOA financed installment payment (\$10,000 down, 15 year am; 5 year fixed rate; monthly payments; front-end financing cost spread over year one allocated prorated per % interests among the financing owners; \$250 prepayment fee).

On April 3, Steichen e-mailed Buck stating that he would pay the special assessment in one lump sum but was having trouble obtaining forms to withdraw funds from a retirement account and it would be at least another week. Several weeks went by before Buck asked if Steichen could deliver payment to the lender bank and, if not, told Steichen it would be set up as a loan and Steichen could pay the balance later. Steichen responded that he was travelling, did not have a payment date, and would contact his plan administrator.

Because Steichen did not pay his allocation in one lump sum, he was set up on the installment plan. The first installment payment was due on June 1, 2017, three months after Steichen asserts he was notified of the special assessment. Steichen

failed to pay the monthly payments. The Association's property management company, CWD, began sending Steichen delinquency letters requesting payment. On September 26, 2017, CWD sent a final demand 10-day notice stating that if payment was not received by October 6, all remedies afforded by law would be exercised, including placing a lien on the property.

Steichen did not respond to the notices and the Association retained attorney Valerie Oman of CLG to help with collection efforts. On November 7, 2017, Oman sent a certified letter to Steichen notifying him of her retention to attempt to collect his delinquent payments of the special assessment.¹ Steichen was advised that payments needed to go through CLG. Oman filed a notice of claim lien against Steichen's unit, which was sent to Steichen with the same letter.

Steichen responded to Oman on December 11, 2017, and proposed a payment plan: \$10,000 on or before December 31, 2017, February 28, 2018, and April 30, 2018, with the balance due on or before June 30, 2018. The board accepted the payment schedule with some terms.

On December 29, 2017, Steichen made a \$10,000 payment toward the special assessment. On February 12, 2018, Steichen provided a cashier's check for \$30,000 to CLG. Following receipt, Oman released the lien on Steichen's unit.

In the meantime, Steichen fell behind on his regular monthly dues. On December 5, 2017, Steichen's direct debit for monthly dues was returned for insufficient funds. Steichen's March and April 2018 monthly dues were also returned for insufficient

¹ The amount due included unpaid monthly installment payments for the special assessment, late fees, interest charges, attorney fees and costs, future cost of releasing the lien against the unit, and a security deposit permitted by the Declaration.

funds. Steichen's regular account was referred to Oman for collection and Steichen was locked out of CWD's online payment system. On May 25, 2018, CLG sent a letter to Steichen about his unpaid monthly dues and fees.

On June 30, 2018, Steichen made his final installment payment of \$10,000 toward the special assessment. Steichen also conveyed that he was willing to discuss interest and other charges because he wanted to be fair.

On August 13, 2018, Steichen conceded that he owed unpaid monthly dues for the months of April, May, June, July, and August 2018, calling them undisputed amounts. Steichen did not acknowledge the missed December 2017 and March 2018 payments, returned for insufficient funds. Steichen disputed additional charges as "punitive in nature, duplicitous, and patently unreasonable."

On August 14, Steichen e-mailed current board treasurer Meena Selvakumar and notified her that he had sent a cashier's check for \$9,514.43, the amount he calculated was due for undisputed amounts and subtracting an overpayment of the special assessment of \$380.00.

While communications continued, this was Steichen's last payment to the Association. Steichen never paid late fees, fines, insufficient funds fees, interest on the balance he owed, or legal fees.

B

On December 24, 2018, Steichen sued the Association and five individual board members (collectively Association), the Association's property management company, CWD, the Association's law firm, CLG, and attorney Valerie Oman (collectively CLG). Neither Steichen's first complaint nor amended complaint were in the record before us.

Steichen's second amended complaint asserted 14 claims, most against all 3 respondents. The Association counterclaimed against Steichen for his unpaid monthly dues.

Protracted litigation occurred for two years. The trial judge held approximately 17 hearings and issued about 60 orders. The trial date was continued three times. Dispositive rulings by the trial court dismissed claims against the Association, CWD, and CLG. By the time of trial, only CLG remained as a respondent.

On the first day of trial, Steichen refused to participate and his remaining claims were dismissed.

Steichen appeals.²

II

Steichen's significantly overlength brief identifies 10 issues pertaining to his assignments of error, and then raises 13 arguments and a request for attorney fees in the argument portion of the brief. There is little overlap between the identified issues and arguments. As much as possible, we address each of the arguments in turn.³

A

Steichen first argues "Respondents fabricated evidence to conceal their misconduct." Steichen recites purported facts for several pages and then alleges "[r]espondents' concerted, intentional misconduct constitutes fraud, conspiracy, aiding

² Steichen moved to supplement the record with additional evidence. We deny Steichen's motion. Respondent CLG moved to strike portions of appellant's reply brief because it contained new arguments. We agree and grant CLG's motion to strike.

³ We decline to address issues identified that lack supporting argument, citation to legal authority, or citation to the record. RAP 10.3(a)(6); State v. Harris, 164 Wn. App. 377, 389 n.7, 263 P.3d 1276 (2011).

and abetting, and nuisance.” Steichen fails to cite to portions of the record where these claims were dismissed. Neither does he brief the elements of any of these claims nor argue how the evidence demonstrates a genuine issue of material fact. Arguments that are not supported by references to the record, meaningful analysis, or citation to pertinent authority need not be considered. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992); see also Holland v. City of Tacoma, 90 Wn. App. 533, 538, 954 P.2d 290 (1998) (passing treatment of an issue or lack of reasoned argument insufficient for judicial review). Thus, we decline to review these issues further.

B

On September 23, 2020, the trial court granted the Association’s motion for summary judgment on its counterclaim for unpaid monthly dues. The trial court then entered judgment against Steichen for the unpaid dues and attorney fees. Steichen’s second argument claims “The Association convinced the trial court that it did not need to establish the validity of the assessments in order to recover.” We disagree.

This court reviews summary judgment orders de novo, engaging in the same inquiry as the trial court. Marquis v. City of Spokane, 130 Wn.2d 97, 104-05, 922 P.2d 43 (1996). Summary judgment is appropriate if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” CR 56(c). While we construe the evidence and reasonable inferences in the light most favorable to the nonmoving party, if the nonmoving party “fails to make a showing sufficient to establish the existence of an

element essential to that party's case, and on which that party will bear the burden of proof at trial," summary judgment is proper. Young v. Key Pharms., Inc., 112 Wn.2d 216, 225, 770 P.2d 182 (1989) (quoting Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)). The nonmoving party may not rely on speculation or bare assertions to create a material issue of fact. Becker v. Wash. State Univ., 165 Wn. App. 235, 245, 266 P.3d 893 (2011). "[M]ere allegations, denials, opinions, or conclusory statements" do not establish a genuine issue of material fact. Int'l Ultimate, Inc. v. St. Paul Fire & Marine Ins. Co., 122 Wn. App. 736, 744, 87 P.3d 774 (2004).

Steichen was the nonmoving party. After the moving party meets its initial burden to show no issues of material fact, "the inquiry shifts to the party with the burden of proof at trial." Young, 112 Wn.2d at 225. When responding to the summary judgment motion, the nonmoving party cannot rely on mere allegations in the pleadings. Young, 112 Wn.2d at 225. Instead, the party must offer affidavits or other means provided in CR 56 to set forth specific facts showing that there is a genuine issue for trial. Young, 112 Wn.2d at 225-26.

The Association moved for summary judgment on its counterclaim against Steichen for unpaid monthly dues. The Association presented evidence that as a unit owner, Steichen is subject to 1223 Spring Street's condominium Declaration, the Declaration authorizes the Association to collect assessments, and Steichen's nonpayment of monthly dues.

Article 11 of the Declaration governs common expenses and assessments. Each unit owner must pay assessments monthly, or in such other reasonable manner as

designated by the board. The board is tasked with adopting a proposed budget and presenting it to the unit owners. Unless a majority of the unit owners advise the board in writing that they reject the budget, it is considered approved and ratified. The Association provided a copy of Steichen's deed to unit 500 which is subject to restrictions, easements, and covenants.

The 2018 budget was presented at the November 21, 2017 board meeting. For 2019, the board approved budget was distributed to members by e-mail and the board held a budget ratification meeting on November 29, 2018, where the budget was considered ratified. For 2020, the board held a budget ratification meeting on November 19, 2019, where the budget was considered ratified.

Steichen's monthly dues for 2018 were \$1,927.44, for 2019 were \$2,005.48, and for 2020 were \$2,066.40. Monthly dues had not been paid on Steichen's account since April 2018. Steichen conceded that he failed to timely pay his monthly dues, including for the months of April, May, June, July, August, and September 2018. Steichen made a payment toward these unpaid monthly dues on August 23, 2018. But since that August payment, Steichen made no further payments. By August 2020, Steichen owed \$52,188.06 in unpaid monthly dues.

In response, Steichen mainly focused on the special assessment and raised procedural issues with the adoption of the budgets. Steichen asserted the budgets violated the time requirements set forth in the Declaration.

First, courts "strive to interpret restrictive covenants in such a way that protects the homeowners' collective interests and gives effect to the purposes intended by the drafters of those covenants to further the creation and maintenance of the planned

community.” Jensen v. Lake Jane Ests., 165 Wn. App. 100, 106, 267 P.3d 435 (2011) (citing Lakes at Mercer Island Homeowners Ass’n v. Witrak, 61 Wn. App. 177, 181, 810 P.2d 27 (1991)).

Section 11.1 of the Declaration provides that within 30 days before each calendar year, the board must adopt a proposed budget. Within 30 days after adoption, the board must mail or deliver a summary of the budget to all unit owners. Unless unit owners having a majority of the votes advise the board in writing that they reject the budget within 30 days following mailing or delivery, the budget is considered approved and ratified. Steichen asserts that because the board adopted a proposed budget early, not within 30 days before each calendar year, the Declaration was violated.

The overall purpose of section 11.1 is clear: to have a new budget in place by the beginning of the year and to provide unit owners an opportunity to review the budget and, if necessary, reject it. To do that, the board has developed a habit of adopting a proposed budget in the late fall so that unit owners have 30 days before the calendar year to review it. This ensures that the process to collect dues starts smoothly. This process protects unit owners’ collective interests. It was also the process when Steichen served on the board.

Second, in its motion for summary judgment, and on appeal, the Association argued that unit owners cannot withhold assessment payments as a form of protest to board actions. In support, the Association relied on: Panther Lake Homeowner’s Ass’n v. Juergensen, 76 Wn. App. 586, 887 P.2d 465 (1995); Rivers Edge Condo. Ass’n v. Rere, Inc., Pa. Super. 196, 568 A.2d 261 (1990); and Blood v. Edgar’s, Inc., 36 Mass. App. Ct. 402, 632 N.E.2d 419 (1994).

In Panther Lake, this court considered whether deficiencies in a capital improvement project directed and overseen by an association allows a member of that association to refuse to pay assessments. 76 Wn. App. at 589. The Panther Lake court considered Rivers Edge. In Rivers Edge, a condominium owner refused to pay assessments based on a common area project with structural defects. 390 Pa. Super. at 199. The court determined that the defects did not provide the individual owner with a defense to the assessments:

[A]ppellant's action in withholding his condominium assessments, even assuming that he has suffered the property damage he alleges, is not justified by the language of the [bylaws], the statutes of this Commonwealth, or general public policy considerations.

Rivers Edge, 390 Pa. Super. at 199.

In Panther Lake, the court agreed “with the reasoning in Rivers Edge” and held that “defects in the Association’s capital improvements do not provide members with a defense to assessments imposed to pay for such improvements.” 76 Wn. App. at 590-91. The court held that lot owners’ “remedies are limited to making their wishes known to the Association, casting their votes, and seeking declaratory relief if the Association acts beyond its authority. Lot Owners are not permitted to compound the Association’s problems by unilaterally withholding assessments for capital improvements.” Panther Lake, 76 Wn. App. at 591.

Finally, the Association cited Blood v. Edgar’s Inc. In Blood, a unit owner refused to pay their portion of the assessments for common expenses, claiming illegality with the assessments. 36 Mass. App. Ct. at 403. The court determined that a unit owner in a condominium “may not challenge a common expense assessment by refusing to pay

it.” Blood, 36 Mass. App. Ct. at 404. Failure to pay common expense assessments “would have a serious financial impact on the stability of a condominium association.” Blood, 36 Mass. App. Ct. at 405.

Here, the trial court zeroed in on the issue at the heart of the Association’s counterclaim: Steichen, by his own admission, failed to pay his monthly dues, in protest over the way the Association handled the special assessment. Nothing prevented Steichen from continuing to pay his monthly dues while negotiations continued over the late fees, fines, and attorney fees associated with the special assessment. CLG advised Steichen repeatedly that payments could be made through CLG and yet he refused and the debt grew.

Finally, Steichen asserts that the ledgers established a genuine issue of fact over whether Steichen’s account had a credit because of his payments toward the special assessment. But “[a]n argument that was neither pleaded nor argued to the superior court on summary judgment cannot be raised for the first time on appeal.” Johnson v. Lake Cushman Maint. Co., 5 Wn. App. 2d 765, 780, 425 P.3d 560 (2018) (citing Sourakli v. Kyriakos, Inc., 144 Wn. App. 501, 509, 182 P.3d 385 (2008)); see also RAP 2.5(a) (appellate courts generally will not review a claim of error not raised in the trial court). Steichen did not make this argument in his pleadings in response to summary judgment. For this reason, we do not consider Steichen’s new argument on appeal. Johnson, 5 Wn. App. 2d at 780 (citing Sourakli, 144 Wn. App. at 509).

Because Steichen failed to raise a dispute of material fact over the monthly dues and judgment was appropriate as a matter of law, the trial court did not err in granting

the Association's motion for summary judgment on its counterclaim for unpaid monthly dues.⁴

C

After briefing, on November 2, 2020, the trial court awarded the Association \$28,650 in attorney fees based on its successful counterclaim for unpaid monthly dues. Steichen's third argument asserts, "The trial court compounded its error by erroneously awarding the Association attorney fees." But Steichen fails to set forth any legal or factual argument in support of his claimed error. Thus, we decline to consider it. Cowiche Canyon, 118 Wn.2d at 809.⁵

D

The trial court entered its order granting the Association's motion for summary judgment on its counterclaim against Steichen for unpaid monthly dues on September 23, 2020. The order awarded the Association its attorney fees under the Declaration and RCW 64.34.364(1) subject to being segregated to reflect only time spent in connection with the collection of monthly dues. The order declined to enter the Association's proposed judgment without further briefing. On January 29, 2021, the trial court granted the Association's motion for CR 54(b) certification of the trial court's order granting summary judgment on the Association's counterclaim against Steichen for

⁴ Steichen also asserts that the trial court erred by relying on an inadmissible ledger. But Steichen failed to object before the trial court, thus waiving this claim of error. RAP 2.5(a).

⁵ In a footnote, Steichen asserts that he moved for reconsideration of the counterclaim judgment and fee award, "which was erroneously denied." Steichen again provides no legal or factual argument in support of this claim.

monthly dues and order awarding attorney fees.⁶ This order was not itself a final judgment but instead directed entry of final judgment. The trial court granted the Association's motion for entry of final judgment on April 23, 2021.

Steichen's fourth argument is that "The trial court erred in entering a second, purported judgment on the Association's Counterclaim, which included a foreclosure decree." We disagree.

First, the trial court did not enter a second judgment. RCW 4.64.030(3) proscribes the form a judgment summary must take "and a judgment does not take effect, until the judgment has a summary in compliance with this section." The judgment entered on April 23, 2021, was entered pursuant to the trial court's prior order certifying entry of final judgment on the Association's claim under CR 54(b). The April 23, 2021 judgment is the only final judgment entered on the Association's counterclaim.

Next, without citing any authority, Steichen asserts that the April 23, 2021, final judgment expanded the scope of the first judgment by awarding mortgage foreclosure rights. Again, the April 23, 2021 judgment is the only judgment entered by the trial court. In addition, the Association's proposed order granting summary judgment sought entry of a formal judgment, a lien, foreclosure rights, an execution against Steichen for any deficiency, and for the right to seek an appointment of a receiver of Steichen's unit. As did the Association's motion for entry of a final judgment. Thus, Steichen had notice that the Association was seeking foreclosure rights. Steichen fails to argue or cite authority as to why the trial court's entry of foreclosure rights was erroneous.

⁶ When more than one claim for relief is presented in an action, CR 54(b) allows a trial court to direct entry of final judgment as to one or more, but fewer than all the claims upon findings that there is no just reason for delay.

The trial court did not err in entering a final judgment.

E

After entry of judgment, the Association sought a writ of garnishment against J.P. Morgan Chase Bank. Steichen opposed the writ claiming that he had no interest in the garnished funds. After protracted litigation before a separate judge, the trial court agreed and dismissed the writ. The trial court awarded Steichen \$8,680.00 in attorney fees and \$264.96 in costs.

Steichen's fifth argument is that he "was entitled to recover fees and costs in the garnishment proceedings." Steichen contends that the trial court arbitrarily awarded less than one-third of the attorney fees expended in litigating the invalidity of the garnishment. But the extent of Steichen's argument is simply, "There was no basis for reducing Steichen's fees and costs." Steichen designated no records for this court's review, failed to cite to the record, and failed to set forth any legal argument on this purported error. As a result, we decline to consider it. Cowiche Canyon, 118 Wn.2d at 809.

F

On October 13, 2020, the trial court granted the Association's motion for summary judgment dismissing all claims alleged by Steichen, including his claim for breach of contract and failure to comply with the notice and meeting requirements of the Washington Condominium Act (WCA), ch. 64.34 RCW. In his sixth argument, Steichen asserts, "The special assessment is invalid because the Board failed to comply with applicable law and its governing documents." We disagree.

In his complaint, Steichen asserted that the Association violated RCW 64.34.308(3) and (4), and breached its duties under RCW 64.34.308 and the governing documents. Under RCW 64.34.308(3), within 30 days after adoption of a proposed budget, the board must provide a summary of the budget to unit owners and set a date for a meeting of the unit owners to consider ratification of the budget at least 14 nor more than 60 days after mailing the summary. Steichen asserted that to comply with RCW 64.34.308, the board needed to set a date for a meeting of the unit owners to discuss the special assessment. Steichen also asserted that the board's summary of the special assessment did not comply with RCW 64.34.308(4) which outlines what needs to be included in a summary of the budget provided to the unit owners.

On the Association's motion for summary judgment, the trial court disagreed and dismissed all claims against the Association, and individual board members. Our review is de novo and we engage in the same inquiry as the trial court. Marquis, 130 Wn.2d at 104-05.

Under section 11.1 of the Declaration, a capital expenditure or improvement in excess of \$100,000 is considered approved and ratified unless one-third or more of the unit owners advise the board in writing that they reject it. The section also requires the board to "mail or deliver" a summary of the expenses or budget within 30 days after board adoption.

On October 15, 2016, the board treasurer, Rob Moore, e-mailed all unit owners a copy of the 2017 proposed budget and notified them it would be voted on at the next board meeting. The e-mail also explained that the building committee continues to review the envelope project and the final cost and timing was still being determined but

would likely cost between \$40,000 to 50,000 per unit owner. Because this was a capital item, the e-mail explained that the special assessment would be handled outside of the operating budget.

Moore sent a follow-up e-mail on October 23, 2016, after the October board meeting. The proposed 2017 budget was attached, and the e-mail explained that the envelope project was still being reviewed but would “likely be a significant expense to Owners in 2017.” It also notified unit owners that the building committee was likely to discuss the envelope project at the next board meeting. Steichen was included in both e-mails. Steichen claimed, however, that he had not used this e-mail address in several years.

Buck e-mailed the unit owners on November 14, 2016, with a reminder of the November 15 board meeting and notice that the board would be preparing a formal notice requesting approval of a special assessment. Steichen was not included on this e-mail. At the November 15, 2016 board meeting, with several unit owners in attendance, a majority of the board voted to submit the special assessment for owner approval. Another informational meeting for unit owners was scheduled for November 22, 2016, to answer any questions unit owners may have.

Buck prepared a special assessment packet to be distributed to the unit owners. The packet contained the language from section 11.1 of the Declaration, that a capital expenditure in excess of \$100,000 can be enacted unless opposed by at least one-third of the voting interests. The packet also contained a ballot for unit owners to use to vote on the special assessment. Buck e-mailed the packet and ballot to all unit owners

except Steichen. Buck also submitted a declaration that he hand delivered the packet to the mail slots of all unit owners, including Steichen.

By November 29, 2016, 72.826 percent of voting interests had voted for the special assessment, thus approving it. The final vote tally approved the special assessment with 86.63 percent of the voting interests voting in favor. No member voted to reject the special assessment.⁷

Steichen asserts that he never received notice of the special assessment before the vote occurred. He asserts that the e-mail used by the board treasurer was invalid and had been for years. Steichen was not included on Buck's November e-mail or the e-mail containing the packet on the special assessment. As for whether Steichen received the packet by mail or delivery to his mail slot, it is undisputed that Steichen no longer resided in the unit. And Steichen submitted an unsigned partial declaration from his daughter Alison, who resided in the unit at that time and did not recall receiving such a large packet.

At any rate, even if Steichen had received notice of the vote and voted against the special assessment, the special assessment was approved by 86.63 percent of the voting interests voting in favor. Thus, it was not opposed by one-third of the voting interests, nor could it be if Steichen voted against it.

⁷ Steichen references unit 700 being excluded from the same e-mails as not a coincidence as they were the only owners who did not reside at 1223 Spring Street. But this is misleading. Unit 700 is owned by an LLC. The residents of the unit regularly received e-mails, including the e-mails about the special assessment, and hard copy in their mail slot notices from the board that they forwarded to the LLC. On November 29, 2016, the LLC abstained from the vote but elected the financing option. No other unit owner alleged issues with notice.

Steichen next asserts that the special assessment is invalid because its adoption did not comply with the budgetary, notice, and meeting requirements in RCW 64.34.308(3) and (4). Steichen argues that the Association's amended declaration did not take effect until July 1, 1990, and thus needed to adhere to the WCA.

Chapter 64.34 "applies to all condominiums created within this state after July 1, 1990." RCW 64.34.010(1) (emphasis added). The chapter expressly applies several sections to condominiums created in this state before July 1, 1990, but not RCW 64.34.308(3) and (4). RCW 64.34.010(1).

The Association was established in 1976 under the HPRA. The Declaration that governed the adoption of the special assessment was an amendment to the Declaration. It was recorded on June 29, 1990. "Recording gives constructive notice to all future purchasers." Mohandessi v. Urban Venture LLC, 13 Wn. App. 2d 681, 696, 468 P.3d 622 (2020) (citing Shephard v. Holmes, 185 Wn. App. 730, 740-41, 345 P.3d 786 (2014) (citing Strong v. Clark, 56 Wn.2d 230, 232-33, 352 P.2d 183 (1960))). Because the Declaration was recorded before July 1, 1990, RCW 64.34.308(3) and (4) do not apply.

The board followed the procedures set out in section 11.1 of its Declaration: a majority of the board of directors voted to submit the special assessment for owner approval, unit owners were notified of the special assessment in writing within 30 days of that vote, and 86.63 percent of the owners approved the special assessment. Because the board's process complied with section 11.1 of the Declaration, and was not subject to RCW 64.34.308(3) and (4), the process appears valid.

But even if not correctly adopted, the trial court determined that Steichen had ratified the assessment. “An agreement may be made fully operative by subsequent validation.” McLendon v. Snowblaze Recreational Club Owners Ass’n, 84 Wn. App. 629, 632, 929 P.2d 1140 (1997) (citing 1 ARTHUR L. CORBIN, CORBIN ON CONTRACTS § 1.6, at 19 (Joseph M. Perillo rev. ed. 1993); RESTATEMENT (SECOND) OF CONTRACTS § 380 cmt. a (AM. L. INST. 1979)).

The relationship between a condominium association and a unit owner is like that of a principal and an agent. Brewer v. Lake Easton Homeowners Ass’n, 2 Wn. App. 2d 770, 778, 413 P.3d 16 (2018). “Just as a principal can ratify otherwise unauthorized acts of an agent, a homeowner can ratify an otherwise unlawful act by a homeowners’ association.” Brewer, 2 Wn. App. 2d at 778. Ratification occurs when a homeowner either (1) voluntarily accepts the benefits and obligations of the association’s actions with full knowledge of the facts warranting rescission, or (2) accepts the benefits and obligations imposed by the association without inquiry. Brewer, 2 Wn. App. 2d at 778 (citing Ebel v. Fairwood Park II Homeowners’ Ass’n, 136 Wn. App. 787, 793-94, 150 P.3d 1163 (2007); Bill McCurley Chevrolet, Inc. v. Rutz, 61 Wn. App. 53, 57, 808 P.2d 1167 (1991)).

Steichen ratified the special assessment and is estopped from challenging it now. “A party ratifies an otherwise voidable contract if, after discovering facts that warrant rescission, [the party] remains silent or continues to accept the contract’s benefits.” Snohomish County v. Hawkins, 121 Wn. App. 505, 510-11, 89 P.3d 713 (2004). The party must act voluntarily and with full knowledge of the facts. Hawkins, 121 Wn. App at 511.

It is undisputed that Steichen knew there were issues with the notice provided to him. When responding to Oman about his unpaid monthly dues, Steichen stated:

The first time I heard about a Special Assessment was when I was accused of being in default. I did not receive any notice of the proposed assessment, I was not provided an opportunity to participate in the decision-making process, and I was not afforded an opportunity to vote on the assessment . . . But, after I was made aware of the Special Assessment, I did pay the entire assessment amount as and when I agreed to do so.

Steichen repeatedly agreed to pay the special assessment. Later, Steichen did pay the special assessment in three installment payments. His last payment toward the special assessment was on June 30, 2018.

The trial court did not err in granting summary judgment, finding that the special assessment was valid and that Steichen ratified it.

G

After dismissal of Steichen's claims, the trial court granted the Association, CLG, and CWD's motion for an award of attorney fees under RCW 64.34.455.⁸ In his seventh argument, Steichen asserts that "The trial court erroneously awarded Respondents fees pursuant to an Act they asserted was inapplicable." We disagree.⁹

Attorney fees may be awarded when authorized by a contract, a statute, or a recognized ground in equity. Mohandessi, 13 Wn. App. 2d at 701. Whether a contract or law authorizes an attorney fee award is a question of law and reviewed de novo. Kaintz v. PLG, Inc., 147 Wn. App. 782, 785-86, 197 P.3d 710 (2008).

⁸ The Association and CLG also sought attorney fees under 15 U.S.C. § 1692k(a)(3). Steichen does not address the federal statute.

⁹ Before the trial court, Steichen's response to the motions for attorney fees was stricken as untimely under King County Superior Court Local Civil Rule (LCR) 7(b)(4)(g).

The WCA, RCW 64.34.455, provides:

If a declarant or any other person subject to this chapter fails to comply with any provision hereof or any provision of the declaration or bylaws, any person or class of persons adversely affected by the failure to comply has a claim for appropriate relief. The court, in an appropriate case, may award reasonable attorney's fees to the prevailing party.

Washington law is clear that RCW 64.34.455 allows for an award of attorney fees against an unsuccessful plaintiff. Bilanko v. Barclay Ct. Owners Ass'n, 185 Wn.2d 443, 452 n.8, 375 P.3d 591 (2016) ("RCW 64.34.455 grants courts the discretion to award attorney fees to the 'prevailing party.'"); Eagle Point Condo. Owners Ass'n v. Coy, 102 Wn. App. 697, 713, P.3d 898 (2000) ("A defendant can be awarded fees as a prevailing party under the Condominium Act."). The WCA's remedies "shall be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed." RCW 64.34.100.

Steichen argues that the respondents were not entitled to fees under RCW 64.34.455 because they argued throughout the case that the WCA did not apply. Steichen's argument is misplaced. While the respondents argued that the notice and meeting requirements in RCW 64.34.308 did not apply, they did not argue that RCW 64.34.455 was inapplicable.

RCW 64.34.010(1) explicitly states that section 64.34.455 applies "to all condominiums created in this state before July 1, 1990 . . . with respect to events and circumstances occurring after July 1, 1990" unless it invalidates or supersedes existing, inconsistent provisions of the declaration or bylaws. Steichen did not identify an inconsistent provision in the Declaration.

Steichen next asserts that CLG and CWD are not subject to the WCA. But, as a unit owner, Steichen is subject to the WCA and the Declaration. He violated provisions of the WCA and the Declaration by not paying his regular monthly dues. Steichen then chose to sue all of the respondents under largely the same theories. The respondents were “adversely affected” by Steichen’s actions.

Because Steichen violated the WCA and the Declaration, and the respondents were adversely affected by Steichen’s failure to comply, the trial court did not err in awarding attorney fees.¹⁰

H

In his eighth argument, Steichen contends that “CLG collects debts for third parties, and is therefore subject to the [Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. §§ 1692-1692p], the [Washington Collection Agency Act (WCAA), ch. 19.16 RCW], and the [Consumer Protection Act (CPA), ch. 19.86 RCW].” But Steichen fails to acknowledge that most of these claims remained at the time of trial and Steichen failed to prosecute them. Thus, we disagree.

These claims against CLG remained for trial: claims under the FDCPA, 15 U.S.C. § 1692e based on assessment of late fees, e-mails sent on December 29, 2017, and access to records; per se CPA claim based on an alleged violation of WCAA, RCW

¹⁰ In a footnote, Steichen asserts that the fee awards are unreasonable, duplicative, not segregated, the interest rate conflicts with the Declaration, and the trial court erred by striking Steichen’s objection and denying sanctions and reconsideration. This argument is not adequately briefed and argued, therefore we will not consider it. Cowiche Canyon, 118 Wn.2d at 809.

19.16.110; per se CPA claims based on the remaining FD CPA claims; and section G of Steichen's claim for a declaratory judgment.¹¹

When Steichen failed to participate in the trial, the trial court dismissed the remaining claims.¹² Under CR 41(b), for failure of the plaintiff to prosecute or to comply with these rules or any order of the court, a defendant may move to dismiss an action or any claim against him. "A trial court may exercise its discretion to dismiss an action based on a party's willful noncompliance with a reasonable court order." Walker v. Bonney-Watson Co., 64 Wn. App. 27, 37, 823 P.2d 518 (1992). It may also exercise its discretion to dismiss for the failure of the plaintiff to prosecute. CR 41(b). "The failure to attend trial is both a failure to prosecute and a failure to comply with the order setting trial." Alexander v. Food Servs. of America, Inc., 76 Wn. App. 425, 430, 886 P.2d 231 (1994).

It is a long-standing rule that abandoned issues will not be addressed on appeal. RAP 2.5(a); Green v. Normandy Park, 137 Wn. App. 665, 688, 151 P.3d 1038 (2007). This court need not consider on appeal a theory that the trial court "had no effective opportunity" to consider and rule on at trial. Com. Credit Corp. v. Wollgast, 11 Wn. App. 117, 126, 521 P.2d 1191 (1974) (citing Bellevue Sch. Dist. 405 v. Lee, 70 Wn.2d 947, 950, 425 P.2d 902 (1967)). Because Steichen abandoned these issues, we decline to address them.

¹¹ Section G of Steichen's claim for a declaratory judgment states, "That Defendant Oman and Defendant CondoLaw Group violated the Washington Collection Agency Act by not obtaining a license to act as a collection agency."

¹² Steichen has not assigned error to this decision by the trial court.

Insomuch as Steichen asserts that his motion for partial summary judgment on this issue should have been granted earlier in the case, we disagree. Our case law is unequivocal—the denial of a summary judgment motion is not a final order that can be appealed under RAP 2.2(a). In re Ests. of Jones, 170 Wn. App. 594, 605, 287 P.3d 610 (2012); DGHI, Enters. v. Pac. Cities, Inc., 137 Wn.2d 933, 949, 977 P.2d 1231 (1999).

I

CLG filed a third motion for summary judgment on August 28, 2020. In its motion, CLG moved to dismiss all claims that remained. The motion was noted for hearing on September 25, 2020. The trial court granted the motion in part on September 28, 2020, and continued oral argument, without further briefing, to October 2, 2020. In its order, the trial court dismissed remaining claims but reserved several claims for trial.

In his ninth argument Steichen contends that “Instead of enforcing the law, the trial court rewarded CLG’s misconduct.” We disagree.¹³

Steichen first asserts that the trial court erred in dismissing his claim that CLG violated 15 U.S.C. § 1692c by sending two e-mails after 9:00 p.m. 15 U.S.C. § 1692c(a) generally prohibits debt collectors from communicating with a consumer at an unusual time, and that the convenient time for communicating with a consumer is after 8:00 a.m. and before 9:00 p.m. local time in the consumer’s location.

¹³ At the outset, while Steichen identifies four alleged FDCPA violations that were dismissed, Steichen fails to present argument on two of the claims. As a result, we decline to address them. Cowiche Canyon, 118 Wn.2d at 809.

In TransUnion, LLC v. Ramirez, the Supreme Court explained that bare procedural violations of a federal statute are not enough on their own to establish standing. ___ U.S. ___, 141 S. Ct. 2190, 2213, 210 L. Ed. 2d 568 (2021) (quoting Spokeo, Inc. v. Robins, 578 U.S. 330, 341, 136 S. Ct. 1540, 194 L. Ed. 2d 635 (2016)). “Only those plaintiffs who have been concretely harmed by a defendant’s statutory violation may sue that private defendant over that violation.” TransUnion, 141 S. Ct. at 2205 (emphasis omitted). Federal courts have extended this holding to the FDCPA. Barclift v. Keystone Credit Servs., LLC, 585 F. Supp. 3d 748, 760 (E.D. Penn. 2022) (dismissing claim for violating 15 U.S.C. § 1692c(b) because bare procedural violation of the FDCPA alone does not establish concrete harm). In Dolan v. Sentry Credit, Inc., the U.S. District Court explained that Congress’s intent, in passing the FDCPA, was to protect the consumer by eliminating abusive debt collection practices, however, Congress did not intend “to create hypertechnical protections.” 2018 WL 6604212, at *11 (W.D. Wash. Dec. 17, 2018) (court order).

There is no case law supporting an FDCPA claim under 15 U.S.C. § 1692c(a) for e-mails sent by a debt collector. Nor did Steichen provide evidence that CLG’s alleged procedural violation caused him concrete harm.

Steichen next asserts that the trial court erred by dismissing his claim under 15 U.S.C. § 1692g. Steichen claimed that CLG “overshadow[ed] and contradict[ed] the required validation notice.”

The FDCPA requires a debt collector to send the debtor a written notice that informs the debtor of the amount of the debt, to whom the debt is owed, the right to dispute the debt within 30 days of receipt of the letter, and the right to obtain verification

of the debt. 15 U.S.C. § 1692g(a). Notice of the debtor's right to dispute the debt must not be overshadowed. 15 U.S.C. § 1692g(b). Overshadowing may exist where language in the notice would confuse a least sophisticated debtor. Terran v. Kaplan, 109 F.3d 1428, 1433 (9th Cir. 1997).

CLG sent a letter to Steichen on May 25, 2018, about Steichen's unpaid monthly dues. That letter meets the requirements of 15 U.S.C. § 1692g(a). On June 13, 2018, CLG sent Steichen an e-mail. The e-mail was a follow-up to the letter stating, "we would like to work with you on a payment plan or other resolution." Nothing in the e-mail overshadowed the May 25 letter, or the 30-day validation period. Under 15 U.S.C. § 1692g(b), "[c]ollection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period."

Thus, no genuine dispute of material fact remained on these two claims and the trial court did not err in dismissing them.

J

On September 25, 2020, Steichen moved for sanctions against CLG under CR 11 and CR 56. Steichen argued that CLG and its attorney: (1) "persistently and inexcusably misled the Court regarding the WCAA"; (2) misrepresented the express terms of the FDCPA; (3) falsely represented the holdings in an unpublished opinion of this court, Pardee v. Evergreen Shores Beach Club,¹⁴ and (4) engaged in discovery abuses. The trial court denied Steichen's motion. In his tenth argument, Steichen

¹⁴ No. 53126-7-II (Wash. Ct. App. June 23, 2020) (unpublished), <https://www.courts.wa.gov/opinions/pdf/D2%2053126-7-II%20Unpublished%20Opinion.pdf>.

contends the trial court “erred in refusing to impose sanctions against CLG and its counsel for clear misconduct.” We disagree.

We review grant or denial of sanctions under an abuse of discretion standard. Wash. State Physicians Ins. Exch. & Ass’n v. Fisons Corp., 122 Wn.2d 299, 338, 858 P.2d 1054 (1993). “A trial court abuses its discretion when its order is manifestly unreasonable or based on untenable grounds.” Fisons, 122 Wn.2d at 339. “The sanction rules are designed to confer wide latitude and discretion upon the trial judge to determine what sanctions are proper in a given case.” Fisons, 122 Wn.2d at 339 (internal citation removed).

CR 11 allows sanctions when a litigant “fil[es] a claim for an improper purpose, or if the claim is not grounded in fact or law.” In re Recall of Piper, 184 Wn.2d 780, 787, 364 P.3d 113 (2015). CR 56(g) allows the court to order a party filing affidavits in bad faith or solely for the purpose of delay in relation to a summary judgment hearing to order the party to pay the other party’s reasonable attorney fees. “In deciding upon a sanction, the trial court should impose the least severe sanction necessary to carry out the purpose of the rule.” Biggs v. Vail, 124 Wn.2d 193, 197, 876 P.2d 448 (1994) (citing Bryant v. Joseph Tree, Inc., 119 Wn.2d 210, 225, 829 P.2d 1099 (1992)).

Steichen first asserted that in its motion for summary judgment, CLG misled the trial court about the WCAA by providing legislative history that pertained to the FD CPA. In its reply materials on summary judgment, CLG accepted responsibility for the mistake and the trial court knew of the error before ruling. In denying sanctions the trial court explained the “mistake, which frankly was clear from CondoLaw’s motion and Exhibits 2

and 3 of its counsel's declaration, goes to the weight a court would give CondoLaw's briefing."

Steichen next pointed to counsel's oral argument from June 21, 2019, on how the court should interpret RCW 19.16.100(4) and whether lawyers are exempt from the definition of collection agency. The trial court did not consider CLG's argument to have violated CR 11, and it could not have since it was not made in a signed pleading.

Steichen next asserted that CLG's argument that Steichen's claims under 15 U.S.C. §1692c(a) cannot apply to an e-mail ignores the broad definition of "communication" under the FDCPA. As the trial court pointed out, neither party cited cases discussing whether the FDCPA's definition of communication applies to e-mails and the court was set to decide who made the better argument at the pending hearing on October 16.

Steichen then asserted that CLG falsely represented the holding of Pardee. In its motion, CLG admitted that the case dealt with a different statute. That CLG unpersuasively relied "on a readily distinguishable case goes to the weight a court would give its briefing." But the trial court found it did not warrant sanctions.

Finally, Steichen pointed to two purported discovery abuses by CLG. The trial court held that it could not award CR 11 sanctions for alleged discovery sanctions because CR 37 governs discovery violations and Steichen had not brought a CR 37 motion.

In summary, the trial court found Steichen "failed to identify conduct sanctionable under either CR 11 or 56(g)" and denied the motion. The trial court did not abuse its discretion.

K

In his eleventh argument, Steichen asserts that the “trial court’s erroneous sanction rulings resulted from judicial bias” and challenges several sanctions rulings that were imposed against him. We disagree.

Steichen first asserts that the trial court erred by awarding CLG \$1,400 for its attorney fees for responding to Steichen’s motion to strike. On August 6, 2019, Steichen filed his second amended complaint. Three days later, the court set an October 11, 2019 agreed hearing date on CLG’s CR 12(b)(6) motion to dismiss. Under court rules, CLG’s deadline to file its motion was September 13, 2019. Late in the afternoon on September 9, 2019, Steichen moved to shorten time under King County Superior Court Local Civil Rule (LCR) 7(b)(10)(C) and moved to strike the agreed October 11 hearing date. The motion to shorten time requested a hearing on September 11—two days later.

Because the parties fully briefed the motion to strike, the trial court ultimately agreed to hear the motion on September 11. But the court explained:

Plaintiff has not shown good cause to shorten time for the hearing of his motion to strike. Indeed, there was no good reason for plaintiff to have brought the motion at all. LCR 7(b)(10)(F) allows this Court to deny or grant the motion and impose such conditions as the court deems reasonable. Because the parties have already fully briefed the motion to strike, this Court will consider that motion on September 11, 2019, as plaintiff requests, but will impose the condition that plaintiff and plaintiff’s counsel jointly and severally pay defendants’ attorney’s fees and costs incurred in responding to the motion to shorten time.

The trial court explained its reasoning and complied with LCR 7(b)(10)(f) in awarding sanctions. The trial court did not abuse its discretion in ordering Steichen to pay CLG's attorney fees.¹⁵

Steichen next asserts that the trial court erred by imposing terms against him for a CR 56 motion. Steichen had moved to continue CLG's motion for summary judgment from December 6, 2019, to February 2020. Steichen filed the motion to continue the same day that Steichen's response to CLG's motion was due, November 25, 2019, and noted the motion for December 3, 2019. This failed to provide the required notice of six court days. LCR 7(b)(4)(A). CLG moved for CR 11 sanctions, which the trial court declined to impose. Instead, the trial court imposed "appropriate terms with the intent of reinforcing to plaintiff's counsel the importance of complying with court rules" and held Steichen and his counsel jointly and severally responsible for paying \$1,000 to CLG.

Steichen seems to argue that the trial court erred because Steichen had not filed material late, he had failed to give proper notice. But LCR 7(b)(4)(g) explicitly provides that "[a]ny material offered at a time later than required by this rule . . . will not be considered by the court over objection of counsel except upon the imposition of appropriate terms." (Emphasis added). It is undisputed that Steichen gave less than the required notice. As a result, the trial court imposed appropriate terms against Steichen. This was not an abuse of discretion.¹⁶

¹⁵ In a footnote, Steichen asserts that the trial court erroneously denied his renewed opposition and motion for reconsideration of this order. Placing an argument in a footnote is, at best, ambiguous or equivocal as to whether the argument is part of the appeal, and this court may decline to address an argument presented in this fashion. *State v. Johnson*, 69 Wn. App. 189, 194 n.4, 847 P.2d 960 (1993).

¹⁶ Steichen also asserts that the trial court erroneously entered judgment on the two fee awards when the parties had stipulated that enforcement would be deferred until Steichen's claims were fully

Finally, Steichen asserts that the trial court erred in awarding CLG \$900 for evasive discovery responses and finding him in contempt. The trial court granted CLG's motion to compel in part, ordering Steichen to supplement two discovery responses. The trial court found that before CLG moved to compel, the parties conferred multiple times about the need for Steichen to supplement various responses. But it was CLG's motion to compel that "successfully incentivized [Steichen]" to finally provide the supplemental information and therefore reasonable expenses of \$900 for CLG was just.

When a motion to compel is granted in part and denied in part, CR 37(a)(4) permits a trial court to apportion the reasonable expenses incurred among the parties in a just manner. Thus, the trial court's order was not an abuse of discretion.

When Steichen failed to pay the \$900 in the 10 days proscribed by the order, CLG moved for contempt. Steichen asserts that the trial court failed to find that Steichen had a current ability to perform the act previously ordered. RCW 7.21.030. But the trial court explicitly found, based on Steichen's declaration, that Steichen had not shown he could not comply but that his counsel had directed him not to comply. Thus, the trial court found Steichen in contempt.¹⁷ RCW 7.21.010(1)(b). This was consistent with CR 37(b)(2)(D), which permits the court to enter an order for contempt for failure to comply with an order compelling discovery. The trial court did not abuse its discretion.

resolved. There is no evidence in the record before this court that CLG has sought to enforce these two awards. Thus, any purported error is moot.

¹⁷ This court reviews the trial court's contempt findings for an abuse of discretion. Rhinevault v. Rhinevault, 91 Wn. App. 688, 694, 959 P.2d 687 (1998).

L

Steichen's twelfth argument contends that "Respondents committed conversion by taking funds from Steichen's bank account." Steichen focuses his argument on respondent CWD, with only one sentence devoted to each of the other respondents. We decline to address Steichen's conversion claims against CLG and the Association. We otherwise disagree.¹⁸

Conversion requires "willful interference with chattel," "by either taking or unlawful retention," which deprives the owner of possession. Burton v. City of Spokane, 16 Wn. App. 2d 769, 773, 482 P.3d 968 (2021). In some cases, money may become the subject of conversion but "there can be no conversion of money unless it was wrongfully received by the party charged with conversion, or unless such party was under obligation to return the specific money to the party claiming it." Pub. Util. Dist. No. 1 of Lewis County v. Wash. Pub. Power Supply Sys., 104 Wn.2d 353, 378, 705 P.2d 1195 (1985) (citing Davin v. Dowling, 146 Wash. 137, 140, 262 P. 123 (1927); Seekamp v. Small, 39 Wn.2d 578, 583, 237 P.2d 489 (1951); H.D. Warren, Annotation, Nature of Property or Rights Other than Tangible Chattels Which May be Subject of Conversion, 44 A.L.R.2d 927 (1955)).

On October 2, 2020, CWD moved for summary judgment and dismissal of Steichen's conversion claim. In Steichen's second amended complaint, he asserted that all respondents had committed conversion by willfully and illegally imposing the special assessment, "unlawfully and without notice, charging late fees, fines, interest,

¹⁸ Steichen also appears to argue that the respondents committed conversion by interfering with possession of his real property. But because Steichen's brief devotes only one sentence to this claim we do not address it.

finance charges, and legal fees and costs,” and “debiting funds from [Steichen’s] bank account without authority to do so.”

The trial court granted CWD’s motion in part and denied it in part. The trial court dismissed Steichen’s conversion claim relating to real and personal property, and because the trial court found that Steichen “owed and was properly assessed the amounts for the special assessment,” the remaining claims were “dismissed to the extent they relate to charges, debits, and payments for the special assessment.” Thus, Steichen’s conversion claim against CWD only remained to the extent Steichen was assessed fees and fines. In its third motion for summary judgment, CWD moved to dismiss all remaining claims against CWD, and argued that the conversion claim could not stand since Steichen never paid any fees or fines and the Association had since dropped all claims for late fees. The trial court agreed and granted CWD’s third motion for summary judgment, dismissing all remaining claims against CWD.

Steichen argues that CWD made automatic withdrawals from his checking account without his authority. These three withdrawals of \$382.89 occurred on August 5, 2017, February 5, 2018, and March 6, 2018. The withdrawals were the monthly installment payments toward the special assessment. Steichen had only authorized CWD to automatically withdraw his regular monthly dues from this account each month.

But Steichen was notified several times by Buck that if he could not make a payment toward the special assessment by April 1, 2017, the Association would start to collect installment payments. On March 9, 2017, Buck stated, “[w]e would like to have this resolved by April 1 which is when we will start to collect installment payments.” And on March 16, 2017, Buck asked, “Randy, can you let me know your intentions regarding

payment of the special assessment. Everyone except you has made either an initial payment of \$10,000+ or payment in full. We plan to start collecting monthly installment payments April 1.” On March 21, 2017, in response to Steichen stating his intent to pay in full but doubting he could do so by April 1, Buck responded:

We’ll set it up as an HOA financed installment payment (\$10,000 down, 15 year am; 5 year fixed rate; monthly payments; front-end financing cost spread over year one allocated prorate per % interests among the financing owners; \$250 prepayment fee).

(Emphasis added.) Steichen did not object to this plan.

The Association did not start assessing Steichen monthly installments until June 1, 2017. Steichen began receiving delinquency notices from CWD later that month. The initial \$10,000 payment Steichen promised to pay was not made until December 29, 2017, after his account was sent to collections.

One who would otherwise be liable for conversion is not liable if the other has effectively consented to the interference with his rights. Michel v. Melgren, 70 Wn. App. 373, 378, 853 P.2d 940 (1993) (citing Restatement (Second) of Torts § 252, at 482 (1965)). Consent may be express or implied. Michel, 70 Wn. App. at 378 (citing 18 Am. Jur. 2d Conversion § 93, at 210 (1985)).

Steichen did not give CWD express consent to debit payments for the special assessment from his bank account. But Steichen agreed to pay the special assessment several times. And Steichen knew that he would be placed on the installment plan if he did not make a payment by April 1. CWD had authority from the Association’s Declaration to request, demand, collect, and receive any charges. Thus, Steichen impliedly consented to these payments toward the special assessment.

Generally, if property is conveyed to another with the consent of the owner, a conversion does not occur until the owner makes a demand for the return of the property and that demand is refused. Persson v. McKay Coal. Co., 200 Wash. 75, 77, 92 P.2d 1108 (1939). Steichen has presented no evidence that before filing this lawsuit he ever demanded a refund for these particular debits.

Finally, conversion is a tort, for which the measure of damages is the value of the article converted at the time of taking. Wash. State Bank v. Medalia Healthcare L.L.C., 96 Wn. App. 547, 554, 984 P.2d 1041 (1999). If the tort generates a benefit to the plaintiff, there may be no damages for the claim. Eureka Broadband Corp. v. Wentworth Leasing Corp., 400 F.3d 62, 71 (1st Cir. 2005) (damage suffered from alleged conversion would have to be offset by the benefit conferred). As discussed above, the special assessment was validly adopted and ratified by Steichen. It is also undisputed that Steichen fell behind on his monthly dues and that his December 5, 2017 monthly dues were returned for nonsufficient funds. Thus, whether the three charges for \$382.89 went toward the special assessment, Steichen's unpaid December 2017 monthly dues, or an unpaid window repair charge from August 2017,¹⁹ they went toward debts validly owed by Steichen.

The trial court did not err in dismissing the conversion claims on summary judgment.

¹⁹ It was the Association's policy to apply payments to the oldest amount due first.

M

Steichen's thirteenth and final argument is that the trial judge erred by denying his motion for disqualification. We disagree.

We review a trial court's denial of a motion that it recuse for an abuse of discretion. In re Marriage of Meredith, 148 Wn. App. 887, 903, 201 P.3d 1056 (2009). A trial court is presumed to perform its functions regularly and properly without bias or prejudice. "Due process, the appearance of fairness, and Canon 3(D)(1) of the Code of Judicial Conduct (CJC) require that a judge disqualify themselves from hearing a case if that judge is biased against a party or if his or her impartiality may be reasonably questioned." Meredith, 148 Wn. App. at 903. "The test for determining whether a judge's impartiality might reasonably be questioned is an objective one that assumes the reasonable person knows and understands all the relevant facts." In re Est. of Hayes, 185 Wn. App. 567, 607, 342 P.3d 1161 (2015) (citing Sherman v. State, 128 Wn.2d 164, 206, 905 P.2d 355 (1995)). The party claiming bias or prejudice must produce sufficient evidence demonstrating actual or potential bias, such as personal or pecuniary interest on the part of the judge; mere speculation is not enough. Kok v. Tacoma Sch. Dist. No.10, 179 Wn. App. 10, 23-24, 317 P.3d 481 (2013) (citing In re Pers. Restraint of Haynes, 100 Wn. App. 366, 377 n.23, 996 P.2d 637 (2000)).

The right of a litigant to disqualify a judge from sitting in a pending case on the ground of bias or prejudice known to the litigant may be impliedly waived if the right to disqualify is not timely asserted. Williams & Mauseth Ins. Brokers, Inc. v. Chapple, 11 Wn. App. 623, 626, 524 P.2d 431 (1974). A party may not, after learning of grounds for disqualification, proceed until the court rules adversely to him and then claim the judge

is disqualified. State ex rel. Lefebvre v. Clifford, 65 Wash. 313, 316, 118 P.40 (1911); Brauhn v. Brauhn, 10 Wn. App. 592, 597, 518 P.2d 1089 (1974).

In his brief, Steichen first asserts that at the inception of the case, the trial court made known its antipathy for condominium owners. Steichen points to the trial judge's statement made during a hearing on May 31, 2019:

I'm always amazed at how this proceeds, because it's usually over a couple of thousand bucks. And then within a couple of years, the fees and interest and everything, now we've got a dispute that's hundreds of thousands of dollars, and it all started because of someone didn't want to pay an assessment of a couple thousand dollars for improvement of a common area or working on the roof of the building or something. And they say, 'Ah, well, there wasn't a majority at the time that this was passed by the board,' or they come up with some legal argument. But meanwhile, tens of thousands of dollars in fees have gone by.

Steichen did not move to disqualify the trial judge until January 4, 2021. By January 2021, the trial date, which had been continued three times, was less than a month away. In the interim, the trial court held approximately 17 hearings and issued around 60 orders in this case. Steichen has waived this argument. In any case, the trial judge's statement did not reflect bias—it reflected the court's experience in dealing with claims such as Steichen's.

Steichen next asserts the trial judge failed to adequately prepare. Steichen points to a misunderstanding that occurred at the first hearing before the court on March 3, 2019, when the court mistook Steichen's counsel, his daughter, to be Steichen, the plaintiff. During a colloquy addressing Steichen's claim for conversion of property as it related to Steichen's power being turned off, the following discussion occurred:

THE COURT: Oh, I know, with the electricity and you couldn't use your thing at your place anymore.

MS. STEICHEN: Sorry, I think that everyone's a little confused. It just—it's not mine. I am representing my dad. I think that's where the "he/she" things are getting a little confusing.

THE COURT: Oh. I didn't understand that. So you're not actually the owner at all?

MS. STEICHEN: No.

After it was explained to the court that counsel was Steichen's daughter, the hearing continued. Steichen fails to explain how this initial confusion demonstrated bias; it was obviously a misunderstanding as both Steichen and his counsel shared a last name. And again, even if the misunderstanding demonstrated bias Steichen waived any claim of bias by not seeking disqualification sooner.

Steichen next points to a colloquy that occurred during a hearing in December 2019 where the trial court was trying to discern who filed a declaration:

MS. STEICHEN: It's from [Alison] Steichen. It was saying that she—

THE COURT: You filed about 25 declarations, so that doesn't help me.

MS. STEICHEN: It's not. It's the person—

THE COURT: Aren't you [Alison]?

MS. STEICHEN: —that was living there. No. Ashley.

THE COURT: You're Ashley. I'm sorry.

MS. STEICHEN: That's okay. [Alison] was the one that was living there at the time.

Appellant's brief omitted the trial court's apology. This case involves multiple members of the Steichen family. Steichen's counsel, Ashley Steichen, is his daughter and shares the same last name. Alison Steichen is Steichen's other daughter and lived in the condominium unit at the time the special assessment was approved. Again,

Steichen fails to explain how another simple misunderstanding demonstrates bias. The trial court recognized its confusion and apologized and Steichen's counsel accepted the apology.

Next, Steichen raises issues with the trial court's conduct at a hearing on July 31, 2020. There, the trial court considered Steichen's motion to continue the trial date and asked for what discovery Steichen's counsel believed was outstanding and had not been done in the last 18 months. The trial court then spent a significant portion of time discussing discovery issues with counsel for all parties and offered to conduct a discovery conference if needed.

Before denying Steichen's motion to continue, the trial court explained:

I am sympathetic to you having had Covid. From what I understand, it does have lingering and lasting effects for many of the people that it has infected, and so I'm very sympathetic to that.

But on the other hand, I have gotten to know you over the last year and a half and I know the amount of work that you are able to put out when all engines are firing. And so I need to have much more information from you about what specifically you need to do and why you haven't been able to do it, and why it was those two months of COVID really prevented you from being prepared.

The trial court then denied the motion without prejudice and told counsel for Steichen that he would consider a renewed motion under the good cause standard instead of the extraordinary circumstances standard. At this point in the case, it was clear that discovery was close to completion and thus the case was on track for trial.²⁰

²⁰ Steichen also asserts the trial court "berated" Steichen's counsel at a hearing. But this transcript cannot be found in the voluminous record and Steichen's citations to the record lack the statements alleged by Steichen.

The rest of Steichen's argument in the briefing pertains mostly to orders that Steichen has appealed and that have been discussed earlier in this opinion. Judicial rulings alone "almost never constitute a valid showing of bias." In re Pers. Restraint of Davis, 152 Wn.2d 647, 692, 101 P.3d 1 (2004).

Finally, Steichen references a failed recording and makes several disparaging assertions about what occurred off the record and how the recording was disconnected. The King County Superior Court Clerk sent a letter to the parties on December 14, 2020, stating that there was a problem with the recording on October 9, 2020. The letter stated that the recording "unexpectedly" stopped recording 10 minutes after the hearing started and the problem was not noticed until a copy of the hearing was requested. The trial court provided an extensive discussion of this unfortunate accident. Rather than accept that an accident occurred, Steichen speculates wildly on what happened.

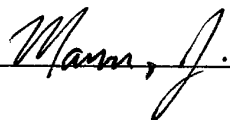
Here, a reasonably prudent person would conclude that Steichen obtained fair hearings. Although the trial court ultimately dismissed most of Steichen's claims, he did enter several orders in Steichen's favor during the proceedings. For example, the trial court granted at least two of Steichen's motions to change the trial date over the objections of respondents. The trial court granted several of Steichen's motions to shorten time, to extend time to respond, and to file over-length briefs. The trial court denied summary judgment to the respondents on several occasions. The trial court also granted Steichen reconsideration on several occasions and reinstated several claims.

After reviewing the record, we cannot conclude that the trial court abused its discretion in denying the motion for disqualification.

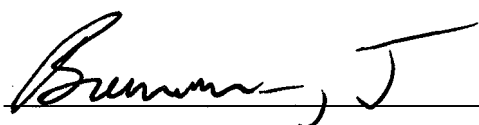
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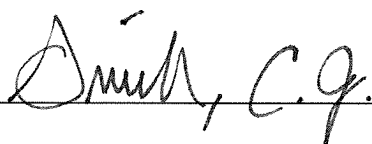
All parties request fees on appeal. Under RAP 18.1, we may grant attorney fees “[i]f applicable law grants to a party the right to recover reasonable attorney fees or expenses on review.” As discussed above, the WCA grants discretion for the court “in an appropriate case,” to award reasonable attorney fees to the prevailing party. RCW 64.34.455; see also Mohandessi, 13 Wn. App. 2d at 707-08 (awarding attorney fees on appeal under RCW 64.34.455). Here, the Association, CWD, and CLG are the prevailing parties; subject to compliance with RAP 18.1, we award their attorney fees on appeal.

We affirm.



WE CONCUR:





IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

RANDALL R. STEICHEN,

Appellant,

v.

1223 SPRING STREET OWNERS ASSOCIATION, a Washington non-profit corporation; CWD GROUP, a Washington corporation; VALERIE FARRIS OMAN, a citizen of the State of Washington; CONDOMINIUM LAW GROUP, PLLC, a Washington professional limited liability company; DAVID BUCK, a citizen of the State of Washington; DANA REID, a citizen of the State of Washington; JEREMY SPARROW, a citizen of the State of Washington; ROBERT MOORE, a citizen of the State of Washington; CATHERINE RAMSDEN, a citizen of the State of Washington.

Respondents.

No. 82407-4-I

DIVISION ONE

ORDER DENYING MOTION
FOR RECONSIDERATION AND
STRIKING MOTION FOR
COURT TO CONSIDER
MOTION FOR
RECONSIDERATION EN BANC

On November 13, 2023, appellant Randall Steichen moved to reconsider the court's opinion filed on October 23, 2023. On November 17, 2023, Steichen filed a motion for court to consider motion for reconsideration en banc.


The panel has determined that the motion for reconsideration should be denied. The panel has also determined that the motion for court to consider motion for reconsideration en banc and subsequent responses and answers are stricken as not allowed under court rule or statute.

Therefore, it is

ORDERED that the motion for reconsideration is denied. It is also

ORDERED that the motion for court to consider motion for reconsideration en banc and subsequent responses and answers are stricken.

FOR THE COURT:



A handwritten signature in cursive script, appearing to read "Mason, J.", is written over a solid horizontal line.

Definitions.

In the declaration and bylaws, unless specifically provided otherwise or the context requires otherwise, and in this chapter:

(1) "Affiliate" means any person who controls, is controlled by, or is under common control with the referenced person. A person "controls" another person if the person: (a) Is a general partner, officer, director, or employer of the referenced person; (b) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent of the voting interest in the referenced person; (c) controls in any manner the election of a majority of the directors of the referenced person; or (d) has contributed more than twenty percent of the capital of the referenced person. A person "is controlled by" another person if the other person: (i) Is a general partner, officer, director, or employer of the person; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent of the voting interest in the person; (iii) controls in any manner the election of a majority of the directors of the person; or (iv) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.

(2) "Allocated interests" means the undivided interest in the common elements, the common expense liability, and votes in the association allocated to each unit.

(3) "Assessment" means all sums chargeable by the association against a unit including, without limitation: (a) Regular and special assessments for common expenses, charges, and fines imposed by the association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the association in connection with the collection of a delinquent owner's account.

(4) "Association" or "unit owners' association" means the unit owners' association organized under RCW 64.34.300.

(5) "Baseline funding plan" means establishing a reserve funding goal of maintaining a reserve account balance above zero dollars throughout the thirty-year study period described under RCW 64.34.380.

(6) "Board of directors" means the body, regardless of name, with primary authority to manage the affairs of the association.

(7) "Common elements" means all portions of a condominium other than the units.

(8) "Common expense liability" means the liability for common expenses allocated to each unit pursuant to RCW 64.34.224.

(9) "Common expenses" means expenditures made by or financial liabilities of the association, together with any allocations to reserves.

(10) "Condominium" means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in the unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to this chapter.

(11) "Contribution rate" means, in a reserve study as described in RCW 64.34.380, the

amount contributed to the reserve account so that the association will have cash reserves to pay major maintenance, repair, or replacement costs without the need of a special assessment.

(12) "Conversion condominium" means a condominium (a) that at any time before creation of the condominium was lawfully occupied wholly or partially by a tenant or subtenant for residential purposes pursuant to a rental agreement, oral or written, express or implied, for which the tenant or subtenant had not received the notice described in (b) of this subsection; or (b) that, at any time within twelve months before the conveyance of, or acceptance of an agreement to convey, any unit therein other than to a declarant or any affiliate of a declarant, was lawfully occupied wholly or partially by a residential tenant of a declarant or an affiliate of a declarant and such tenant was not notified in writing, prior to lawfully occupying a unit or executing a rental agreement, whichever event first occurs, that the unit was part of a condominium and subject to sale. "Conversion condominium" shall not include a condominium in which, before July 1, 1990, any unit therein had been conveyed or been made subject to an agreement to convey to any transferee other than a declarant or an affiliate of a declarant.

(13) "Conveyance" means any transfer of the ownership of a unit, including a transfer by deed or by real estate contract and, with respect to a unit in a leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

(14) "Dealer" means a person who, together with such person's affiliates, owns or has a right to acquire either six or more units in a condominium or fifty percent or more of the units in a condominium containing more than two units.

(15) "Declarant" means:

(a) Any person who executes as declarant a declaration as defined in subsection (17) of this section; or

(b) Any person who reserves any special declarant right in the declaration; or

(c) Any person who exercises special declarant rights or to whom special declarant rights are transferred; or

(d) Any person who is the owner of a fee interest in the real property which is subjected to the declaration at the time of the recording of an instrument pursuant to RCW 64.34.316 and who directly or through one or more affiliates is materially involved in the construction, marketing, or sale of units in the condominium created by the recording of the instrument.

(16) "Declarant control" means the right of the declarant or persons designated by the declarant to appoint and remove officers and members of the board of directors, or to veto or approve a proposed action of the board or association, pursuant to RCW 64.34.308 (5) or (6).

(17) "Declaration" means the document, however denominated, that creates a condominium by setting forth the information required by RCW 64.34.216 and any amendments to that document.

(18) "Development rights" means any right or combination of rights reserved by a declarant in the declaration to: (a) Add real property or improvements to a condominium; (b) create units, common elements, or limited common elements within real property included or added to a condominium; (c) subdivide units or convert units into common elements; (d) withdraw real property from a condominium; or (e) reallocate limited common elements with respect to units that have not been conveyed by the declarant.

(19) "Dispose" or "disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a unit, but does not include the transfer or release of a security interest.

(20) "Effective age" means the difference between the estimated useful life and remaining useful life.

(21) "Electronic transmission" or "electronically transmitted" means any electronic communication not directly involving the physical transfer of a writing in a tangible medium, but that

may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.

(22) "Eligible mortgagee" means the holder of a mortgage on a unit that has filed with the secretary of the association a written request that it be given copies of notices of any action by the association that requires the consent of mortgagees.

(23) "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

(24) "Full funding plan" means setting a reserve funding goal of achieving one hundred percent fully funded reserves by the end of the thirty-year study period described under RCW **64.34.380**, in which the reserve account balance equals the sum of the deteriorated portion of all reserve components.

(25) "Fully funded balance" means the current value of the deteriorated portion, not the total replacement value, of all the reserve components. The fully funded balance for each reserve component is calculated by multiplying the current replacement cost of that reserve component by its effective age, then dividing the result by that reserve component's useful life. The sum total of all reserve components' fully funded balances is the association's fully funded balance.

(26) "Identifying number" means the designation of each unit in a condominium.

(27) "Leasehold condominium" means a condominium in which all or a portion of the real property is subject to a lease, the expiration or termination of which will terminate the condominium or reduce its size.

(28) "Limited common element" means a portion of the common elements allocated by the declaration or by operation of RCW **64.34.204** (2) or (4) for the exclusive use of one or more but fewer than all of the units.

(29) "Master association" means an organization described in RCW **64.34.276**, whether or not it is also an association described in RCW **64.34.300**.

(30) "Mortgage" means a mortgage, deed of trust or real estate contract.

(31) "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.

(32) "Purchaser" means any person, other than a declarant or a dealer, who by means of a disposition acquires a legal or equitable interest in a unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the unit, or (b) as security for an obligation.

(33) "Real property" means any fee, leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Real property" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water.

(34) "Remaining useful life" means the estimated time, in years, before a reserve component will require major maintenance, repair, or replacement to perform its intended function.

(35) "Replacement cost" means the current cost of replacing, repairing, or restoring a reserve component to its original functional condition.

(36) "Reserve component" means a common element whose cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in an annual budget.

(37) "Reserve study professional" means an independent person who is suitably qualified by knowledge, skill, experience, training, or education to prepare a reserve study in accordance with RCW **64.34.380** and **64.34.382**.

(38) "Residential purposes" means use for dwelling or recreational purposes, or both.

(39) "Significant assets" means that the current total cost of major maintenance, repair, and

replacement of the reserve components is fifty percent or more of the gross budget of the association, excluding reserve account funds.

(40) "Special declarant rights" means rights reserved for the benefit of a declarant to: (a) Complete improvements indicated on survey maps and plans filed with the declaration under RCW [64.34.232](#); (b) exercise any development right under RCW [64.34.236](#); (c) maintain sales offices, management offices, signs advertising the condominium, and models under RCW [64.34.256](#); (d) use easements through the common elements for the purpose of making improvements within the condominium or within real property which may be added to the condominium under RCW [64.34.260](#); (e) make the condominium part of a larger condominium or a development under RCW [64.34.280](#); (f) make the condominium subject to a master association under RCW [64.34.276](#); or (g) appoint or remove any officer of the association or any master association or any member of the board of directors, or to veto or approve a proposed action of the board or association, during any period of declarant control under RCW [64.34.308](#)(5).

(41) "Tangible medium" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

(42) "Timeshare" shall have the meaning specified in the timeshare act, RCW [64.36.010](#)(11).

(43) "Unit" means a physical portion of the condominium designated for separate ownership, the boundaries of which are described pursuant to RCW [64.34.216](#)(1)(d). "Separate ownership" includes leasing a unit in a leasehold condominium under a lease that expires contemporaneously with any lease, the expiration or termination of which will remove the unit from the condominium.

(44) "Unit owner" means a declarant or other person who owns a unit or leases a unit in a leasehold condominium under a lease that expires simultaneously with any lease, the expiration or termination of which will remove the unit from the condominium, but does not include a person who has an interest in a unit solely as security for an obligation. "Unit owner" means the vendee, not the vendor, of a unit under a real estate contract.

(45) "Useful life" means the estimated time, between years, that major maintenance, repair, or replacement is estimated to occur.

[[2021 c 227 § 4](#). Prior: [2011 c 189 § 1](#); [2008 c 115 § 8](#); [2004 c 201 § 9](#); [1992 c 220 § 2](#); [1990 c 166 § 1](#); 1989 c 43 § 1-103.]

NOTES:

Reviser's note: The definitions in this section have been alphabetized pursuant to RCW [1.08.015](#)(2)(k).

Effective date—2011 c 189: See note following RCW [64.38.065](#).

Effective date—1990 c 166: "This act shall take effect July 1, 1990." [[1990 c 166 § 16](#).]

Remedies liberally administered.

(1) The remedies provided by this chapter shall be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed. However, consequential, special, or punitive damages may not be awarded except as specifically provided in this chapter or by other rule of law.

(2) Except as otherwise provided in RCW 64.55.100 through 64.55.160 or chapter 64.35 RCW, any right or obligation declared by this chapter is enforceable by judicial proceeding. The arbitration proceedings provided for in RCW 64.55.100 through 64.55.160 shall be considered judicial proceedings for the purposes of this chapter.

[2005 c 456 § 20; 2004 c 201 § 2; 1989 c 43 § 1-113.]

NOTES:

Effective date—2005 c 456: See RCW 64.55.901.

PDF **RCW 64.34.455**

Effect of violations on rights of action—Attorney's fees.

If a declarant or any other person subject to this chapter fails to comply with any provision hereof or any provision of the declaration or bylaws, any person or class of persons adversely affected by the failure to comply has a claim for appropriate relief. The court, in an appropriate case, may award reasonable attorney's fees to the prevailing party.

[1989 c 43 § 4-115.]

Resident Transaction Report
1223 Spring St-Ops
Dates 08/31/2012 to 11/06/2018

12-1211 1223 Spring Street
1223 Spring St
Seattle WA 98104

CWD Group, Inc., AAMC
2800 Thorndyke Ave West
Seattle WA 98199

Unit	Space	Resident	Type	Date	CC	Description	Check	Charge Amount	Payment/Credit	Balance
			Pay	01/05/2017		Direct Debit			-1,831.13	0.00
			Chg	02/01/2017	HA	Homeowner Assessment		1,831.13		1,831.13
			Pay	02/05/2017		Direct Debit			-1,831.13	0.00
			Chg	03/01/2017	HA	Homeowner Assessment		1,831.13		1,831.13
			Pay	03/05/2017		Direct Debit			-1,831.13	0.00
			Chg	04/01/2017	HA	Homeowner Assessment		1,831.13		1,831.13
			Pay	04/05/2017		Direct Debit			-1,831.13	0.00
			Chg	05/01/2017	HA	Homeowner Assessment		1,831.13		1,831.13
			Pay	05/05/2017		Direct Debit			-1,831.13	0.00
			Chg	06/01/2017	HA	Homeowner Assessment		1,831.13		1,831.13
			Chg	06/01/2017	S2	Sp Projects Assess		382.89		2,214.02
			Pay	06/05/2017		Direct Debit			-1,831.13	382.89
			Chg	07/01/2017	HA	Homeowner Assessment		1,831.13		2,214.02
			Chg	07/01/2017	S2	Sp Projects Assess		382.89		2,596.91
			Pay	07/05/2017		Direct Debit			-1,831.13	765.78
			Chg	07/15/2017	FC	Finance Charge		100.00		865.78
			Chg	08/01/2017	HA	Homeowner Assessment		1,831.13		2,696.91
			Chg	08/01/2017	S2	Sp Projects Assess		382.89		3,079.80
			Pay	08/05/2017		Direct Debit			-2,214.02	865.78
			Chg	08/14/2017	BO	Window Repair		257.23		1,123.01
			Chg	08/15/2017	FC	Finance Charge		100.00		1,223.01
			Chg	09/01/2017	HA	Homeowner Assessment		1,831.13		3,054.14
			Chg	09/01/2017	S2	Sp Projects Assess		382.89		3,437.03
			Pay	09/05/2017		Direct Debit			-1,831.13	1,605.90
			Chg	09/15/2017	FC	Finance Charge		100.00		1,705.90
			Chg	10/01/2017	HA	Homeowner Assessment		1,831.13		3,537.03
			Chg	10/01/2017	S2	Sp Projects Assess		382.89		3,919.92
			Pay	10/05/2017		Direct Debit			-1,831.13	2,088.79
			Chg	10/15/2017	FC	Finance Charge		100.00		2,188.79
			Chg	10/26/2017	CA	Collection Admin Fee		125.00		2,313.79
			Chg	11/01/2017	HA	Homeowner Assessment		1,831.13		4,144.92
			Chg	11/01/2017	S2	Sp Projects Assess		382.89		4,527.81
			Pay	11/05/2017		Direct Debit			-1,831.13	2,696.68
			Chg	11/09/2017	BL	10/17 Initial Demand		350.00		3,046.68
			Chg	11/15/2017	FC	Finance Charge		100.00		3,146.68
			Chg	12/01/2017	HA	Homeowner Assessment		1,831.13		4,977.81
			Chg	12/01/2017	S2	Sp Projects Assess		382.89		5,360.70
			Pay	12/05/2017		Direct Debit			-1,831.13	3,529.57
			Chg	12/14/2017	RT	Return Item Fee		52.00		3,581.57
			Rev	12/14/2017		ACH NSF			1,831.13	5,412.70
			Chg	12/15/2017	FC	Finance Charge		100.00		5,512.70
			Chg	01/01/2018	HA	Homeowner Assessment		1,927.44		7,440.14
			Chg	01/01/2018	S2	Sp Projects Assess		382.89		7,823.03
			Pay	01/05/2018		Direct Debit			-1,927.44	5,895.59
			Chg	01/18/2018	BL	11/17 Legal Fees		82.00		5,977.59
			Chg	01/19/2018	BL	12/17 Legal Fees		199.50		6,177.09
			Cr	01/19/2018	BL	Adjust 12/17 Legal			-82.00	6,095.09
			Pay	01/23/2018		Payment - S2	002860		-10,000.00	-3,904.91
			Pay	01/23/2018		Reclass fr HA to S2	002860		-7,319.77	-11,224.68
			Tr	01/23/2018		Reclass fr HA to S2	002860		7,319.77	-3,904.91
			Chg	02/01/2018	HA	Homeowner Assessment		1,927.44		-1,977.47
			Chg	02/01/2018	S2	Sp Projects Assess		382.89		-1,594.58
			Chg	02/01/2018	S2	SA Initial Payment		10,000.00		8,405.42
			Chg	02/01/2018	FC	Finance Charge - Jan		100.00		8,505.42
			Pay	02/01/2018		ReapplyInitialSAPymt	002860		-2,680.23	5,825.19
			Tr	02/01/2018		ReapplyInitialSAPymt	002860		2,680.23	8,505.42
			Pay	02/05/2018		Direct Debit			-2,310.33	6,195.09
			Chg	02/15/2018	FC	Finance Charge		100.00		6,295.09
			Chg	02/16/2018	BL	1/18 Legal Fees		92.06		6,387.15
			Pay	02/22/2018		Pymt - Apply to SPA	924615		-30,000.00	-23,612.85
			Chg	02/28/2018	S2	SPA paydown		30,000.00		6,387.15
			Cr	02/28/2018	S2	remv SA Initial Pymt			-10,000.00	-3,612.85
			Cr	02/28/2018	S2	remv SPA paydown			-30,000.00	-33,612.85
			Pay	02/28/2018		Redist to monthly S2	002860		-7,319.77	-40,932.62
			Tr	02/28/2018		Redist to monthly S2	002860		7,319.77	-33,612.85
			Pay	02/28/2018		Redist to monthly S2	002860		-2,680.23	-36,293.08
			Tr	02/28/2018		Redist to monthly S2	002860		2,680.23	-33,612.85
			Pay	02/28/2018		Redist to monthly S2	924615		-30,000.00	-63,612.85
			Tr	02/28/2018		Redist to monthly S2	924615		30,000.00	-33,612.85
			Chg	03/01/2018	HA	Homeowner Assessment		1,927.44		-31,685.41
			Chg	03/01/2018	S2	Sp Projects Assess		382.89		-31,302.52
			Pay	03/05/2018		Direct Debit			-1,927.44	-33,229.96
			Pay	03/06/2018		Payment	ACH		-382.89	-33,612.85
			Chg	03/08/2018	RT	Return Item Fee		52.00		-33,560.85
			Rev	03/08/2018		ACH NSF			1,927.44	-31,633.41
			Chg	03/15/2018	FC	Finance Charge		100.00		-31,533.41

CLG 000112

Resident Transaction Report 1223 Spring St-Ops Dates 08/31/2012 to 11/06/2018
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12-1211 1223 Spring Street
 1223 Spring St
 Seattle WA 98104

CWD Group, Inc., AAMC
 2800 Thorndyke Ave West
 Seattle WA 98199

Unit	Space	Resident	Type	Date	CC	Description	Check	Charge Amount	Payment/Credit	Balance
			Chg	03/23/2018	BL	2/18 Legal Review		446.00		-31,087.41
			Chg	04/01/2018	HA	Homeowner Assessment		1,927.44		-29,159.97
			Chg	04/01/2018	S2	Sp Projects Assess		382.89		-28,777.08
			Pay	04/05/2018		Direct Debit			-2,310.33	-31,087.41
			Chg	04/11/2018	RT	Return Item Fee		52.00		-31,035.41
			Rev	04/11/2018		ACH NSF			2,310.33	-28,725.08
			Chg	04/15/2018	FC	Finance Charge		100.00		-28,625.08
			Chg	05/01/2018	HA	Homeowner Assessment		1,927.44		-26,697.64
			Chg	05/01/2018	S2	Sp Projects Assess		382.89		-26,314.75
			Chg	05/15/2018	FC	Finance Charge		100.00		-26,214.75
			Chg	06/01/2018	HA	Homeowner Assessment		1,927.44		-24,287.31
			Chg	06/01/2018	S2	Sp Projects Assess		382.89		-23,904.42
			Chg	06/13/2018	BL	Collections		474.00		-23,430.42
			Chg	06/15/2018	FC	Finance Charge		100.00		-23,330.42
			Chg	07/01/2018	HA	Homeowner Assessment		1,927.44		-21,402.98
			Chg	07/01/2018	S2	Sp Projects Assess		382.89		-21,020.09
			Pay	07/09/2018		Payment - SPA	410901		-10,000.00	-31,020.09
			Chg	07/15/2018	FC	Finance Charge		100.00		-30,920.09
			Chg	07/20/2018	BL	6/18 Legal Fees		609.00		-30,311.09
			Chg	08/01/2018	HA	Homeowner Assessment		1,927.44		-28,383.65
			Chg	08/01/2018	S2	Sp Projects Assess		382.89		-28,000.76
			Chg	08/15/2018	FC	Finance Charge		100.00		-27,900.76
			Chg	08/23/2018	BL	7/18 Legal Fees		300.00		-27,600.76
			Pay	08/23/2018		Payment	411087		-9,514.43	-37,115.19
			Cr	08/31/2018	BL	Rfnd rcvd fr atty			-474.00	-37,589.19
			Chg	09/01/2018	HA	Homeowner Assessment		1,927.44		-35,661.75
			Chg	09/01/2018	S2	Sp Projects Assess		382.89		-35,278.86
			Chg	09/15/2018	FC	Finance Charge		100.00		-35,178.86
			Chg	10/01/2018	HA	Homeowner Assessment		1,927.44		-33,251.42
			Chg	10/01/2018	S2	Sp Projects Assess		382.89		-32,868.53
			Chg	10/15/2018	FC	Finance Charge		100.00		-32,768.53
			Chg	11/01/2018	HA	Homeowner Assessment		1,927.44		-30,841.09
			Chg	11/01/2018	S2	Sp Projects Assess		382.89		-30,458.20
						End Bal				-30,458.20

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

RANDALL R. STEICHEN,
Plaintiff,

No. 18-2-57978-3 SEA

vs.

DECLARATION OF JOAN
HARRISON IN SUPPORT OF 1223
SPRING STREET OWNERS
ASSOCIATION'S MOTION FOR
SUMMARY JUDGMENT ON ITS
COUNTERCLAIM

1223 SPRING STREET OWNERS
ASSOCIATION, a Washington non-profit
corporation; CWD GROUP, a Washington
corporation; VALARIE FARRIS OMAN, a
citizen of the State of Washington;
CONDOMINIUM LAW GROUP, PLLC, a
Washington professional limited liability
company; DAVID BUCK, a citizen of the
State of Washington; DANA REID, a citizen
of the State of Washington; JEREMY
SPARROW, a citizen of the State of
Washington; ROBERT MOORE, a citizen of
the State of Washington; CATHERINE
RAMSDEN, a citizen of the State of
Washington,

Defendants.

I, JOAN HARRISON, declare as follows:

1. I am Accounts Receivable Specialist for The CWD Group, Inc. ("CWD")
and I have been employed in that capacity with CWD since January 2012. As an
Accounts Receivable Specialist my responsibilities include receiving and registering
assessment payments made by or on behalf of owners of condominiums at associations
managed by CWD and to prepare and maintain records that register those payments

DECLARATION OF JOAN HARRISON IN SUPPORT OF DEFENDANT
1223'S MOTION FOR SUMMARY JUDGMENT ON ITS CROSSCLAIM – 1

Law Offices of
Ronald G. Housh, P.S.
21411 Blue Jay Place
Mt. Vernon, Washington 98274
(206) 235-2459
ron@housh.org

1 against assessments charged by the associations against the condominium units. I am
2 of legal age, and I am competent to testify to all matters stated in this Declaration.

3 2. CWD is the manager of 1223 Spring Street, a condominium located in
4 King County, Washington. CWD has been and is acting under the authority and
5 ratification of the Board of Directors of the 1223 Spring Street Owners Association. I am
6 familiar with the record keeping practices of CWD on behalf of 1223 Spring Street
7 Owners Association.

8 3. Attached to this Declaration is a true and correct copy of the following
9 record maintained by CWD on behalf of 1223 Spring in connection with the assessment
10 account of 1223 Spring Unit 500: Regular Ledger - Randall Steichen - 1223 Spring
11 Street, 500 - Account 12-1211-0500-01 dated 8/11/2020 - marked **EXHIBIT A** [hereafter
12 referred to as the "Unit 500 Ledger".

13
14 4. The Unit 500 Ledger identifies assessment charged by 1223 Spring to
15 Unit 500 and payments made by or on behalf of the owner of Unit 500.

16 6. In summary:

17 a. The Unit 500 assessment account was current as of 8/5/2017 with
18 a "0.00" balance reflected on the Unit 500 Ledger.

19 b. No payments have been made on the Unit 500 account after April
20 2018 with the exception of a payment in the sum of \$9,514.43 posted on 8/23/2018.

21 c. The payment of \$1,831.13 on December 5 ,2017 was returned for
22 insufficient funds. The payment of \$1,927.44 posted on April 5, 2018 was returned for
23 insufficient funds. The payment of \$1,927.44 on March 5, 2018 was returned for
24 insufficient funds.

DECLARATION OF JOAN HARRISON IN SUPPORT OF DEFENDANT
1223'S MOTION FOR SUMMARY JUDGMENT ON ITS CROSSCLAIM - 2

Law Offices of
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Mt. Vernon, Washington 98274
(206) 235-2459
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d. The assessment debt owing in connection with Unit 500 as of August 2020 is as follows:

- (1) Unpaid monthly homeowner assessments: \$52,188.06.
- (2) Finance charges/late fees: \$3,300.00.
- (3) Legal billings: \$5,656.12.
- (4) Other charges: \$813.23.

I DECLARE under penalty of perjury under the laws of the State of Washington and of the United States of America that the foregoing is true and correct.

EXECUTED at Seattle, Washington, on August ____, 2020.



JOAN HARRISON
Community Association Accounts Receivable
Specialist
The CWD Group, Inc.

DECLARATION OF JOAN HARRISON IN SUPPORT OF DEFENDANT
1223'S MOTION FOR SUMMARY JUDGMENT ON ITS CROSSCLAIM - 3

Law Offices of
Ronald G. Housh, P.S.
21411 Blue Jay Place
Mt. Vernon, Washington 98274
(206) 235-2459
ron@housh.org

Regular Ledger
Randal Stechen 12-1211-0500-01
8/11/2020

Unit 0500	Resident 01	Type	Date	CC	Description	CHECK TOTAL	Check No.	Homeowner Assessments	HA Payments Applied	Finance Charges	FC Payments Applied	Legal Billing	Legal Payments Applied	Other Charges	Other Payments Applied	Balance
Randal Stechen		Chg	08/31/2012	BB	BAL BROUGHT FWD			1,805.05								1,805.05
1223 Spring St, 500 Seattle WA 98104		Chg	09/01/2012	HA	Homeowner Assessment			1,359.55								2,964.60
		Pay	09/17/2012		Payment	-1,434.55	0001802		-1,434.55							1,530.05
		Chg	10/01/2012	HA	Homeowner Assessment			1,359.55								2,889.60
		Pay	10/30/2012		Lckbx Pmt	-1,359.55	00001820		-1,359.55							1,530.05
		Chg	11/01/2012	HA	Homeowner Assessment			1,359.55								2,889.60
		Chg	12/01/2012	HA	Homeowner Assessment			1,359.55								4,249.15
		Chg	01/01/2013	HA	Homeowner Assessment			1,379.95								5,629.10
		Pay	01/02/2013		Lckbx Pmt	-4,240.15	00001853		-4,240.15							1,379.95
		Chg	02/01/2013	HA	Homeowner Assessment			1,379.95								2,759.90
		Chg	02/15/2013	FC	Finance Charge					85.00						2,844.90
		Chg	03/01/2013	HA	Homeowner Assessment			1,379.95								4,224.85
		Pay	03/04/2013		Payment	-1,359.55	001870		-1,359.55							2,865.30
		Pay	03/08/2013		Payment	-1,359.55	001868		-1,359.55							1,505.75
		Rev	03/04/2013		Rtn to Owner per bnk	1,359.55	001868		1,359.55							2,865.30
		Chg	03/15/2013	FC	Finance Charge					85.00						2,950.30
		Chg	04/01/2013	HA	Homeowner Assessment			1,379.95								4,330.25
		Chg	05/01/2013	HA	Homeowner Assessment			1,379.95								5,710.20
		Chg	05/15/2013	FC	Finance Charge					85.00						5,795.20
		Chg	06/01/2013	HA	Homeowner Assessment			1,379.95								7,175.15
		Chg	06/15/2013	FC	Finance Charge					85.00						7,260.15
		Chg	07/01/2013	HA	Homeowner Assessment			1,379.95								8,640.10
		Chg	07/30/2013	TP	TelACH									10.00		8,650.10
		Pay	07/30/2013		Tel	-8,650.10	ACH		-8,300.10		-340.00				-10.00	0.00
		Chg	08/01/2013	HA	Homeowner Assessment			1,379.95								1,379.95
		Chg	08/28/2013	TP	TelACH									10.00		1,389.95
		Pay	08/28/2013		Tel	-1,380.95	ACH		-1,379.95						-10.00	0.00
		Chg	09/01/2013	HA	Homeowner Assessment			1,379.95								1,379.95
		Chg	09/15/2013	FC	Finance Charge					85.00						1,464.95
		Chg	10/01/2013	HA	Homeowner Assessment			1,379.95								2,844.90
		Chg	10/15/2013	FC	Finance Charge					85.00						2,929.90
		Chg	11/01/2013	HA	Homeowner Assessment			1,379.95								4,309.85
		Chg	11/15/2013	FC	Finance Charge					85.00						4,394.85
		Chg	12/01/2013	HA	Homeowner Assessment			1,379.95								5,774.80
		Chg	01/01/2014	HA	Homeowner Assessment			1,414.45								7,189.25
		Chg	01/15/2014	FC	Finance Charge					85.00						7,274.25
		Chg	02/01/2014	HA	Homeowner Assessment			1,414.45								8,688.70
		Chg	02/27/2014	BL	Collections							425.00				9,113.70
		Chg	03/01/2014	HA	Homeowner Assessment			1,414.45								10,528.15
		Chg	03/01/2014	CA	Collection Admin Fee									50.00		10,578.15
		Chg	03/15/2014	FC	Finance Charge					85.00						10,663.15
		Chg	04/01/2014	HA	Homeowner Assessment			1,414.45								12,077.60
		Chg	04/15/2014	FC	Finance Charge					85.00						12,162.60
		Chg	05/01/2014	HA	Homeowner Assessment			1,414.45								13,577.05
		Chg	05/15/2014	FC	Finance Charge					85.00						13,662.05
		Chg	06/01/2014	HA	Homeowner Assessment			1,414.45								15,076.50
		Chg	06/04/2014	BL	Collections							500.00				15,576.50
		Chg	06/15/2014	FC	Finance Charge					85.00						15,661.50
		Chg	07/01/2014	HA	Homeowner Assessment			1,414.45								17,075.95
		Pay	07/25/2014		Payment	-17,075.95	003811		-15,420.95		-860.00		-925.00		-50.00	0.00
		Chg	07/30/2014	BL	3/30 Lgl Msdnt							49.50				49.50
		Chg	08/01/2014	HA	Homeowner Assessment			1,414.45								1,463.95
		Chg	08/15/2014	FC	Finance Charge					85.00						1,548.95
		Chg	09/01/2014	HA	Homeowner Assessment			1,414.45								2,963.40
		Pay	09/05/2014		Direct Debit	-1,414.45			-1,414.45							1,548.95
		Chg	10/01/2014	HA	Homeowner Assessment			1,414.45								2,963.40
		Pay	10/05/2014		Direct Debit	-1,414.45			-1,414.45							1,548.95
		Chg	10/15/2014	FC	Finance Charge					85.00						1,633.95
		Chg	11/01/2014	HA	Homeowner Assessment			1,414.45								3,048.40
		Pay	11/05/2014		Direct Debit	-1,414.45			-1,414.45							1,633.95
		Chg	11/15/2014	FC	Finance Charge					85.00						1,718.95
		Chg	12/01/2014	HA	Homeowner Assessment			1,414.45								3,133.40
		Pay	12/05/2014		Direct Debit	-1,414.45			-1,414.45							1,718.95
		Chg	12/15/2014	FC	Finance Charge					85.00						1,803.95
		Chg	01/01/2015	HA	Homeowner Assessment			1,414.45								3,218.40
		Pay	01/05/2015		Direct Debit	-1,414.45			-1,414.45							1,803.95
		Chg	01/15/2015	FC	Finance Charge					85.00						1,888.95
		Chg	01/21/2015	CA	Collections Admin									75.00		1,963.95
		Chg	02/01/2015	HA	Homeowner Assessment			1,414.45								3,378.40
		Pay	02/05/2015		Direct Debit	-1,414.45			-1,414.45							1,963.95
		Chg	02/15/2015	FC	Finance Charge					85.00						2,048.95
		Chg	03/01/2015	HA	Homeowner Assessment			1,414.45								3,463.40
		Pay	03/05/2015		Direct Debit	-1,414.45			-1,414.45							2,048.95
		Chg	03/15/2015	FC	Finance Charge					85.00						2,133.95
		Chg	04/01/2015	HA	Homeowner Assessment			1,414.45								3,548.40
		Pay	04/05/2015		Direct Debit	-1,414.45			-1,414.45							2,133.95
		Chg	04/15/2015	FC	Finance Charge					85.00						2,218.95
		Chg	04/15/2015	FC	Finance Charge					100.00						2,318.95
		Cr	04/15/2015	FC	rmv FC-wrong date					-100.00						2,218.95
		Chg	05/01/2015	HA	Homeowner Assessment			1,414.45								3,633.40
		Pay	05/05/2015		Direct Debit	-1,414.45			-1,414.45							2,218.95
		Chg	05/15/2015	FC	Finance Charge					85.00						2,303.95
		Chg	06/01/2015	HA	Homeowner Assessment			1,414.45								3,718.40
		Pay	06/05/2015		Direct Debit	-1,414.45			-1,414.45							2,303.95
		Chg	06/15/2015	FC	Finance Charge					85.00						2,388.95
		Chg	07/01/2015	HA	Homeowner Assessment			1,414.45								3,803.40
		Pay	07/05/2015		Direct Debit	-1,414.45			-1,414.45							2,388.95
		Chg	07/08/2015	BL	Collection Charges							525.00				2,913.95
		Chg	07/15/2015	FC	Finance Charge					85.00						2,998.95
		Chg	08/01/2015	HA	Homeowner Assessment			1,414.45								4,413.40
		Pay	08/05/2015		Direct Debit	-1,414.45			-1,414.45							2,998.95
		Chg	08/15/2015	FC	Finance Charge					85.00						3,083.95

Regular Ledger
Randal Steichen 12-1211-0500-01
8/11/2020

Unit 6500	Resident 01	Type	Date	CC	Description	CHECK TOTAL	Check No.	Homeowner Assessments	HA Payments Applied	Finance Charges	FC Payments Applied	Legal Billing	Legal Payments Applied	Other Charges	Other Payments Applied	Balance
		Chg	11/11/2015	RT	Return Item Fee									45.00		6,217.85
		Rev	11/11/2015		ACH NSF	1,414.45			1,414.45							7,632.30
		Chg	11/15/2015	FC	Finance Charge					100.00						7,732.30
		Chg	12/01/2015	HA	Homeowner Assessment			1,414.45								9,146.75
		Pay	12/05/2015		Direct Debit	-1,414.45			-1,414.45							7,732.30
		Chg	12/11/2015	RT	Return Item Fee									45.00		7,777.30
		Rev	12/11/2015		ACH NSF	1,414.45			1,414.45							9,191.75
		Chg	12/15/2015	FC	Finance Charge					100.00						9,291.75
		Chg	12/17/2015	BL	11/12 Demand-Collect							600.00				9,891.75
		Chg	01/01/2016	HA	Homeowner Assessment			1,831.13								11,722.88
		Chg	01/15/2016	FC	Finance Charge					100.00						11,822.88
		Chg	02/01/2016	HA	Homeowner Assessment			1,831.13								13,654.01
		Chg	02/15/2016	FC	Finance Charge					100.00						13,754.01
		Chg	03/01/2016	HA	Homeowner Assessment			1,831.13								15,585.14
		Chg	03/15/2016	FC	Finance Charge					100.00						15,685.14
		Chg	03/24/2016	BL	Feb/Mar Legal Fees							1,050.00				16,735.14
		Chg	04/01/2016	HA	Homeowner Assessment			1,831.13								18,566.27
		Chg	05/01/2016	HA	Homeowner Assessment			1,831.13								20,397.40
		Chg	05/01/2016	FC	Finance Charge-April					100.00						20,497.40
		Chg	05/10/2016	BL	Legal Collections							2,759.09				23,256.49
		Chg	05/10/2016	BL	Legal Collections							384.00				23,640.49
		Pay	05/10/2016		Payment	-20,655.16	001004		-14,396.77		-1,790.00			-4,413.39	-255.00	22,885.33
		Chg	05/15/2016	FC	Finance Charge					100.00						23,085.33
		Chg	06/01/2016	HA	Homeowner Assessment			1,831.13								24,916.46
		Chg	06/15/2016	FC	Finance Charge					100.00						25,016.46
		Chg	06/21/2016	BL	6/16 Legal Svcs							184.89				5,001.35
		Cr	06/21/2016	BL	Adj 6/21 BL BTO							-0.40				5,000.95
		Chg	07/01/2016	HA	Homeowner Assessment			1,831.13								6,832.08
		Chg	07/15/2016	FC	Finance Charge					100.00						6,932.08
		Chg	08/01/2016	HA	Homeowner Assessment			1,831.13								8,763.21
		Pay	08/09/2016		Payment	-7,232.08	001009		-5,703.30		-300.00			-1,138.69		1,531.13
		Chg	08/01/2016	HA	Homeowner Assessment			1,831.13								3,362.26
		Chg	08/01/2016	BL	6/16 Util s/o Notice							400.00				3,762.26
		Chg	09/15/2016	FC	Finance Charge					100.00						3,862.26
		Chg	10/01/2016	HA	Homeowner Assessment			1,831.13								5,693.39
		Pay	10/05/2016		Payment	-1,831.13	ACH		-1,831.13							3,862.26
		Pay	10/06/2016		Payment - payoff	-3,862.26	001012		-3,862.26		-100.00			-400.00		0.00
		Chg	11/01/2016	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	11/05/2016		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	12/01/2016	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	12/05/2016		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	12/08/2016	RT	Return Item Fee									52.00		52.00
		Rev	12/08/2016		ACH NSF	1,831.13			1,831.13							1,883.13
		Pay	12/20/2016		Payment	-1,883.13	ACH		-1,831.13						-52.00	0.00
		Chg	01/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	01/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	02/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	02/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	03/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	03/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	04/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	04/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	05/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	05/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	06/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	06/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	07/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	07/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	08/01/2017	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	08/05/2017		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	08/14/2017	BO	Window Repair									257.23		257.23
		Chg	08/01/2017	HA	Homeowner Assessment			1,831.13								2,088.36
		Pay	08/05/2017		Direct Debit	-1,831.13			-1,831.13							257.23
		Chg	08/15/2017	FC	Finance Charge					100.00						357.23
		Chg	10/01/2017	HA	Homeowner Assessment			1,831.13								2,188.36
		Pay	10/05/2017		Direct Debit	-1,831.13			-1,831.13							357.23
		Chg	10/15/2017	FC	Finance Charge					100.00						457.23
		Chg	10/28/2017	CA	Collection Admin Fee									125.00		582.23
		Chg	11/01/2017	HA	Homeowner Assessment			1,831.13								2,413.36
		Pay	11/05/2017		Direct Debit	-1,831.13			-1,831.13							582.23
		Chg	11/09/2017	BL	10/17 Initial Demand							350.00				932.23
		Chg	11/15/2017	FC	Finance Charge					100.00						1,032.23
		Chg	12/01/2017	HA	Homeowner Assessment			1,831.13								2,863.36
		Pay	12/05/2017		Direct Debit	-1,831.13			-1,831.13							1,032.23
		Chg	12/14/2017	RT	Return Item Fee									52.00		1,084.23
		Rev	12/14/2017		ACH NSF	1,831.13			1,831.13							2,915.36
		Chg	12/15/2017	FC	Finance Charge					100.00						3,015.36
		Chg	01/01/2018	HA	Homeowner Assessment			1,927.44								4,942.80
		Pay	01/05/2018		Direct Debit	-1,927.44			-1,927.44							3,015.36
		Chg	01/18/2018	BL	11/17 Legal Fees							82.00				3,097.36
		Chg	01/18/2018	BL	12/17 Legal Fees							199.50				3,296.86
		Cr	01/19/2018	BL	Adjust 12/17 Legal							-82.00				3,214.86
		Chg	02/01/2018	HA	Homeowner Assessment			1,927.44								5,142.30
		Chg	02/01/2018	FC	Finance Charge - Jan					100.00						5,242.30
		Pay	02/05/2018		Direct Debit	-1,927.44			-1,927.44							3,314.86
		Chg	02/15/2018	FC	Finance Charge					100.00						3,414.86
		Chg	02/16/2018	BL	1/16 Legal Fees							92.06				3,506.92
		Chg	03/01/2018	HA	Homeowner Assessment			1,927.44								5,434.36
		Pay	03/05/2018		Direct Debit	-1,927.44			-1,927.44							3,506.92
		Chg	03/08/2018	RT	Return Item Fee									52.00		3,558.92
		Rev	03/08/2018		ACH NSF	1,927.44			1,927.44							5,486.36
		Chg	03/15/2018	FC	Finance Charge					100.00						5,586.36
		Chg	03/23/2018	BL	2/16 Legal Review							446.00				6,032.36
		Chg	04/01/2018	HA	Homeowner Assessment			1,927.44								7,959.80
		Pay	04/05/2018		Direct Debit	-1,927.44			-1,927.44							6,032.36
		Chg	04/11/2018	RT	Return Item Fee									52.00		6,084.36
		Rev	04/11/2018		ACH NSF	1,927.44			1,927.44							8,011.80
		Chg	04/15/2018	FC	Finance Charge					100.00						8,111.80
		Chg	05/01/2018	HA	Homeowner Assessment			1,927.44								10,039.24
		Chg	05/15/2018	FC	Finance Charge					100.00						10,139.24
		Chg	06/01/2018	HA	Homeowner Assessment			1,927.44								12,066.68
		Chg	06/13/2018	BL	Collections							474.00				12,540.68
		Chg	06/15/2018	FC	Finance Charge					100.00						12,640.68
		Chg	07/01/2018	HA	Homeowner Assessment			1,927.44								14,568.12
		Chg	07/15/2018	FC	Finance Charge					100.00						14,668.12
		Chg	07/20/2018	BL	6/16 Legal Fees							609.00				15,277.12

Regular Ledger
Randal Steichen 12-1211-0500-01
8/11/2020

Unr 0500	Resident 01	Type	Date	CC	Description	CHECK TOTAL	Check No.	Homeowner Assessments	HA Payments Applied	Finance Charges	FC Payments Applied	Legal Billing	Legal Payments Applied	Other Charges	Other Payments Applied	Balance
		Chg	08/01/2018	HA	Homeowner Assessment			1,927.44								17,204.56
		Chg	08/15/2018	FC	Finance Charge					100.00						17,304.56
		Chg	08/23/2018	BL	7/18 Legal Fees							300.00				17,604.56
		Pay	08/23/2018		Payment	-9,514.43	411087		-9,514.43							8,090.13
		Cr	08/31/2018	BL	Rtrnd rcvrd fr atty							-474.00				7,616.13
		Chg	08/31/2018	HA	Homeowner Assessment			1,927.44								9,543.57
		Chg	09/15/2018	FC	Finance Charge					100.00						9,643.57
		Chg	10/01/2018	HA	Homeowner Assessment			1,927.44								11,571.01
		Chg	10/15/2018	FC	Finance Charge					100.00						11,671.01
		Chg	10/31/2018	BL	08/18 Legal Review							1,783.56				13,454.57
		Chg	10/31/2018	BL	8/18 Legal Fees							135.00				13,589.57
		Chg	10/31/2018	BL	09/18 Legal Fees							150.00				13,739.57
		Chg	10/31/2018	BL	09/18 Legal Review							135.00				13,874.57
		Chg	11/01/2018	HA	Homeowner Assessment			1,927.44								15,802.01
		Chg	11/15/2018	BL	10/18 Legal Fees							265.00				16,067.01
		Chg	11/15/2018	FC	Finance Charge					100.00						16,167.01
		Chg	12/01/2018	HA	Homeowner Assessment			1,927.44								18,094.45
		Chg	12/15/2018	FC	Finance Charge					100.00						18,194.45
		Chg	12/18/2018	BL	12/18 Legal Review							210.00				18,404.45
		Chg	01/01/2019	HA	Homeowner Assessment			2,005.48								20,409.93
		Chg	01/15/2019	FC	Finance Charge					100.00						20,509.93
		Chg	01/21/2019	BL	1/19 Legal Review							881.00				21,490.93
		Chg	02/01/2019	HA	Homeowner Assessment			2,005.48								23,496.41
		Chg	02/15/2019	FC	Finance Charge					100.00						23,596.41
		Chg	03/01/2019	HA	Homeowner Assessment			2,005.48								25,601.89
		Chg	03/15/2019	FC	Finance Charge					100.00						25,701.89
		Chg	04/01/2019	HA	Homeowner Assessment			2,005.48								27,707.37
		Chg	04/15/2019	FC	Finance Charge					100.00						27,807.37
		Chg	05/01/2019	HA	Homeowner Assessment			2,005.48								29,812.85
		Chg	05/07/2019	CA	CollectionAdmin-Lodger Recon									275.00		30,087.85
			05/15/2019	FC	Finance Charge					100.00						30,187.85
			06/01/2019	HA	Homeowner Assessment			2,005.48								32,193.33
			06/15/2019	FC	Finance Charge					100.00						32,293.33
			07/01/2019	HA	Homeowner Assessment			2,005.48								34,298.81
			07/15/2019	FC	Finance Charge					100.00						34,398.81
			08/01/2019	HA	Homeowner Assessment			2,005.48								36,404.29
			08/15/2019	FC	Finance Charge					100.00						36,504.29
			08/31/2019	HA	Homeowner Assessment			2,005.48								38,509.77
			09/15/2019	FC	Finance Charge					100.00						38,609.77
			10/01/2019	HA	Homeowner Assessment			2,005.48								40,615.25
			10/15/2019	FC	Finance Charge					100.00						40,715.25
			11/01/2019	HA	Homeowner Assessment			2,005.48								42,720.73
			11/15/2019	FC	Finance Charge					100.00						42,820.73
			12/01/2019	HA	Homeowner Assessment			2,005.48								44,826.21
			12/15/2019	FC	Finance Charge					100.00						44,926.21
			01/01/2020	HA	Homeowner Assessment			2,066.40								46,992.61
			01/15/2020	FC	Finance Charge					100.00						47,092.61
			02/01/2020	HA	Homeowner Assessment			2,066.40								49,159.01
			02/15/2020	FC	Finance Charge					100.00						49,259.01
			03/01/2020	HA	Homeowner Assessment			2,066.40								51,325.41
			03/15/2020	FC	Finance Charge					100.00						51,425.41
			04/01/2020	HA	Homeowner Assessment			2,066.40								53,491.81
			05/01/2020	HA	Homeowner Assessment			2,066.40								55,558.21
			05/15/2020	FC	Finance Charge					100.00						55,658.21
			06/01/2020	HA	Homeowner Assessment			2,066.40								57,724.61
			06/01/2020	FC	rmvMayFC perStateLaw					-100.00						57,624.61
			07/01/2020	HA	Homeowner Assessment			2,066.40								59,691.01
			08/01/2020	HA	Homeowner Assessment			2,066.40								61,757.41
					Column Totals			185,222.81	-113,034.75	6,310.00	-3,210.00	12,633.20	-6,877.08	1,190.23	-377.00	
					Payments Applied			-113,034.75		-3,210.00		-6,877.08		-377.00		
								82,188.06		3,100.00		6,856.12		813.23		
					Less Open Item Report Totals			-52,188.06		-3,300.00		-5,856.12		-813.23		-61,957.41
					Adjustment for items applied to Special Assessment ledger			0.00		200.00		0.00		0.00		200.00
					PROOF			0.00		0.00		0.00		0.00		0.00

FOR OFFICE USE ONLY	Association/Unit	Dues:	Start Date:	Letter Sent:	Termination Date:

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

NAME: Randall R Steichen (Please Print) UNIT/ACCOUNT: 500

I (we) hereby authorize 1223 Spring Street Condominiums, or their Agent, hereinafter called COMPANY, to initiate debit entries to the account and depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. Unless otherwise indicated below, this instrument, when signed by an owner and returned to the Association will be deemed to be consent to COMPANY to initiate debit entries for monthly fees (HOA dues, parking, locker/storage rental, utilities).

I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. Adjustments in all debit amounts will be made automatically with adjustments of the annual association budget approved pursuant to the Association's governing documents. Debit entries will be transmitted by COMPANY office beginning on the 5th and up to three business days thereafter of each month. It is the responsibility of the owner to notify The CWD Group ten (10) days prior to termination of ACH payments.

In addition to regular assessments, I (we) hereby authorize COMPANY to initiate debit entries for:

- Fees or Fines Yes No
- Special assessments Yes No
- Other _____ Yes No

I (we) hereby authorize COMPANY, to initiate debit entries from (check one):

- Checking Account Number _____
- Savings Account Number _____

DEPOSITORY: Northstar Bank
 TRANSIT ROUTING: 167067417

This authorization is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. If more than one authorization is received by the Association from the same owner for a unit, the authorization with the latest date for the same unit will control.

SIGNATURE(S): Randall R Steichen DATE: Sept. 13, 2016



ASHLEY H. STEICHEN

January 19, 2024 - 4:57 PM

Transmittal Information

Filed with Court: Court of Appeals Division I
Appellate Court Case Number: 82407-4
Appellate Court Case Title: 1223 Spring Street Owners Assoc, et al., Respondents v. Randall Steichen, Appellant

The following documents have been uploaded:

- 824074_Other_20240119165638D1819617_1489.pdf
This File Contains:
Other - Appendix
The Original File Name was Appendix.pdf
- 824074_Petition_for_Review_20240119165638D1819617_5280.pdf
This File Contains:
Petition for Review
The Original File Name was Petition for Discretionary Review.pdf

A copy of the uploaded files will be sent to:

- adecaracena@rmlaw.com
- christopher.hoover@bullivant.com
- cnye@rmlaw.com
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