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No. 102739-7
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.

CORRECTED PETITION FOR REVIEW

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IDENTITY OF PETITIONER

Randall R. Steichen urges 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 and is 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 is before this Court because a collection attorney (CLG), with the approval of a condominium association and its property manager (CWD), unlawfully terminated the utilities to Steichen's unit in the dead of winter when Steichen's homeowner account had a ***\$30,458.20 credit***.

On June 1, 2017, CWD began charging Steichen \$382.89 monthly because the Association surreptitiously financed Steichen's special assessment allocation through its loan. CP 360-66, 512-13, 1449-1452. Unbeknownst to Steichen, this resulted in an outstanding account balance. CP 360-66, 6465.

Under threat of foreclosure and because Respondents misled him into believing it was *a* valid, outstanding special assessment obligation, Steichen agreed to, and paid, \$49,620. CP 517, 889, 3276-3283, 6415, 7758. Because CWD never imposed \$49,620, after Steichen's initial December 2017 payment, his account *always* had a credit (*positive*) balance. CP 512-13, 6465.

When Steichen's account had a ***\$30,458.20 credit***, Respondents unlawfully terminated the utilities to his unit in November 2018. CP 3553, 7374, 8866-67, 11275; RCW 64.32.200(1). To conceal Steichen's account credit, Respondents fabricated hearsay ledgers, artificially separating payments and monthly \$382.89 special assessments from other assessments—

dupliciously making it appear that Steichen's account was delinquent. CP 198-200, 903-09, 1185-88, 6066-6074, 8529; RCW 64.34.020.

When a collection attorney colludes with a condominium association and property manager to deceive an owner into paying charges that were never imposed, the owner should have his day in court. That was not allowed, however.

B. Procedural History

“This case really should have been settled. It never should have needed to be filed, honestly.” CP 997 (—trial judge).¹

After two years of litigation, the trial court erroneously: (1) granted summary judgment on the Association's Counterclaim; and (2) summarily dismissed Steichen's claims despite genuine factual issues. The court compounded its errors by awarding Respondents over **\$700,000** in fees.

¹ “Someone has a thirst for litigating, otherwise this would have settled ... the holidays would be more cheerful ... if you'd just resolve this case.... It just takes two reasonable sides.” CP 9190, 9197.

Improperly striking Steichen’s reply brief, Division One affirmed, relying upon hearsay, failing to consider Steichen’s evidence, and failing to follow precedents. It was clear that the panel did not understand homeowner accounts.

[Panel:] Is there a requirement if there is a credit in the account that it has to be used for anything that is outstanding? ...

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 ... that account?²

A homeowner’s account is an electronic ledger application that keeps a running total of charges and payments—it is not a physical account. CP 830-35, 1450.³ Rather, payments go into an association’s bank account.

² Division 1 Court of Appeals, TVW, <https://www.tvw.org/watch/?clientID=9375922947&eventID=2023041266> at 7:50-9:03.

³ CWD: “[T]he ledger ... is a running total.” CP 8828.

On December 20, 2023, the Association sued Steichen—
again.

REASONS TO ACCEPT REVIEW

1. Violating Due Process, Division One’s opinion contravenes this Court’s precedents and court of appeals’ decisions by considering inadmissible evidence and refusing to consider evidence called to the trial court’s attention to find an owner owes assessments when his account has a credit (positive) balance.

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

⁴ Steichen objected. CP 765-772, 13149.

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 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).⁶ Harrison’s ledger is indisputably hearsay as the charges and payments were not recorded contemporaneously. RCW 5.45.020; CP 195-200.

⁵ Several published appellate 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: Harrison’s ledgers were “recently drafted.” Br., 39; CP 8529.

In contravention of precepts, Division One refused to consider evidence Steichen called to the 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 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.

"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 9.12.⁷ "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,

⁷ Steichen called CWD's ledger to the court's attention. CP 371, 512-13, 13104-05.

135 Wn.2d 658, 663, 958 P.2d 301 (1998). “[T]he trial court must consider all admissible evidence presented.” *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 properly before us, whether or not it was considered.” *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). Division One’s opinion conflicts with these precedents.

Division One conflates (a) argument with evidence and (b) pleadings with summary judgment papers, conflicting 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). Steichen pleaded and argued his account had a credit.⁸

⁸ December 21, 2018: “[CWD’s] ledger shows Plaintiff’s account balance as **minus \$25,269.31**.” CP 37.

“CWD admits to the ledger amount.” CP 2746.

Division One violated Steichen’s constitutional rights by relying upon hearsay and failing to consider CWD’s ledgers. Additionally, 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.” *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 is difficult to imagine. If left standing, the effect on 2.4 million people who are members in homeowner associations in Washington State will be far-reaching, and in many cases devastating.⁹ Division One’s opinion will allow courts to rely upon hearsay and to refuse to consider evidence in imposing summary judgment. Default judgments are routine in foreclosure

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

⁹ App., 48-87. Homeowners pay their associations assessments totaling **\$91.3 million** per year. *Id.*

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

If left stand, Division One's opinion will allow collection attorneys to collude with homeowner associations and property managers to deceive owners they want to get rid of into liability for unlawful charges and then *take* their homes through foreclosure based upon fictitious charges in hearsay ledgers. This Court should grant review. RAP 13.4(b)(1)-(4).

2. Division One's opinion contradicts this Court's precedents and court of appeals' decisions by erroneously 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. Yet, that is exactly what happened. On January 29, 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.* The February 8th Judgment expressly states that it disposed of the entire case.

“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)(emphasis added). “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). After dismissing an action, *in its entirety*, the trial court does not retain authority to enter a foreclosure judgment.

Division One’s opinion conflicts with what constitutes a CR 54(b) Judgment. *Fluor Enterprises, Inc. v. Walter Const., Ltd.*, 141 Wn. App. 761, 767, 172 P.3d 368 (2007).¹⁰ The opinion contravenes precedents 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.

¹⁰ Judgment: “the orders for which the Association seeks certification meet each [CR 54(b)] element.” CP 10362, 13354.

Division One's opinion 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. This Court instructed that 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 might be a judgment or gamble on their appellate rights *and their homes*. This Court should accept review. RAP 13.4(b)(1),(2),(4).

3. Violating Due Process, Division One’s opinion contravenes precedents by concluding that 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.

Division One denied Steichen 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.*

Respondents did not plead RCW 64.34.455 because the Association admits:

Potential for Attorney Fees

The Association has *not* adopted the attorney fee provisions ... *in RCW 64.34.455* and, instead, adopted [CP 1836] ... that provides ... parties are to bear their own attorney fees.

CP 1435 (emphasis added); CP 170, 1711, 2754, 2877, 2938-39, 5177, 11285.

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 claim¹¹ for appropriate relief. The court, in an appropriate case, may award reasonable attorney's fees to the prevailing party.

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.

Division One ignored CWD's ledgers to find: “[Steichen] violated provisions of the WCA and the Declaration by not paying his regular monthly dues ... respondents were ‘adversely affected’ by Steichen's actions.” Op., 24. Steichen's account had a credit—he fully performed. Accordingly, Respondents are

¹¹ 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).

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 *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, the Declaration and RCW 64.34.355 do not apply to CLG or CWD.

If left standing, Division One’s opinion will have sweeping consequences and subject 2.4 million people in homeowner associations in Washington to (1) unlawful fees without notice and (2) the inability to weigh litigation risks. It will also subject owners to the imposition of unlawful attorneys’ fees that the Legislator never intended. This Court should accept review. RAP 13.4(b)(1)-(4).

4. Division One’s opinion contravenes precedents and violates Due Process by *finding as a matter of fact* that an owner impliedly consented to a property manager withdrawing assessments from his bank account after he expressly refused consent in writing.

Division One raised and adjudicated an entirely new defense.

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 ... 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). The

contract *expressly* states that Steichen did not consent to CWD debiting special assessments.

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. Steichen did *not impliedly* consent.

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 bank account without authorization. CP 152, 363-64, 8563, 1450.¹² This is textbook conversion/theft.¹³ Division One improperly found facts for which there is no supporting evidence and applied an erroneous legal standard.

¹² There was no benefit. CP 51.

¹³ Trial court: “there was a conversion.” CP 1576, 13150.

“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). This did not occur.

Finally, Division One raised an entirely new defense, *finding facts* against Steichen, depriving Steichen of due process. *Dalton M, LLC*, 2 Wash. 3d at 39-40. Division One’s impermissible 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. It allows property managers to steal money from homeowners’ bank accounts. Review is warranted. RAP 13.4(b)(1)-(4).

5. By failing to review denial of summary judgment, 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, and reviewed, on the merits. RAP 13.4(1),(2),(4).

6. Violating Due Process, Division One’s opinion contravenes this Court’s precedents and court of appeals’ decisions by finding as a *matter of fact* Steichen waived the trial court’s disqualification.

Division One erroneously concluded Steichen “waived [his] argument” that the trial court judge was 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.” *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242, 100 (1980).

In July 2020, 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 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).¹⁴

¹⁴ Steichen sought a trial continuance because his counsel suffered serious effects from the coronavirus. CP 8021-26, 8922-27, 9269.

The day after the court unjustifiably struck Steichen's discovery conference, it stated:

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 *had not moved to dismiss or briefed*. CP 9396-97, 9402, 9405.¹⁵

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.... The Court's action does not appear to be fair and impartial.

CP 8001.¹⁶

The October 9th summary judgment hearing lasted 94 minutes. Only the first nine minutes were recorded, however. CP8536. During the 85 minutes for which there is no record, Judge Schubert was extremely upset by Steichen's opinion that he was biased. CP 9677-9680. Schubert displayed an improper,

¹⁵ "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. This is bias.

¹⁶ Steichen moved for disqualification twice. CP 8902-9709, 12482-12626.

unfavorable personal attitude, expressly stating that he 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 system. RP (1/25/2021) at 4-6; CP 1324-25, 13245. However, the *original* minutes for the hearing immediately following this hearing 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.* The Clerk would not record that Schubert and his bailiff were present in the courtroom if that were not true. There is an appearance of impropriety.

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 she “should simply file a CR 41 dismissal saying that [Steichen is] 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 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 501-02.¹⁷ Steichen demonstrated Schubert’s abject bias. A disinterested observer could not 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 Schubert was not a neutral arbiter. CP 8001, 9394-9405. He did not waive disqualification.

¹⁷ The disqualification orders alone demonstrate the appearance of bias at bare minimum. CP 13198-13251, 13432-13441.

Division One's impermissible factual findings and 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 improperly striking Steichen's reply brief and failing to consider properly briefed issues.

In striking Steichen's reply brief, incorrectly asserting "it contained new arguments," Division One failed to consider 12 properly briefed issues. Op., 7, n. 2.¹⁸ Appellate courts review

¹⁸ 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) fee reasonableness; (j) Association and CLG's conversion; (k) personal property conversion; and (l) FDCPA violations (Article III standing). Op., 7-8, 13-16, 24-27, 32-37.

issues that are argued and supported by law. *Puget Sound Plywood, Inc. v. Mester*, 86 Wn.2d 135, 142, 542 P.2d 756 (1975). “[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 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).¹⁹

“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

These are properly argued. For example, Steichen argued that the Association’s fees were incurred in collecting assessments that were not delinquent and cited authority. Opening Br. 44-45; Reply Br., 36-37. *Amen*.

¹⁹ Division One was required to accept Steichen’s brief or allow him to refile 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.

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 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). An individual is denied due process if not afforded “his right to respond on the merits of the case.” *Nelson v. Adams USA, Inc.*, 529 U.S. 460, 466 (2000).

This Court should accept review. This case is an abhorrent miscarriage of justice. The trial court did not treat Steichen fairly, and Division One wrongfully decided to side with the trial court. Division One’s opinion allows courts to violate parties’ Due Process rights instead of hearing and deciding cases on the merits. RAP 13.4(b)(1)-(4).

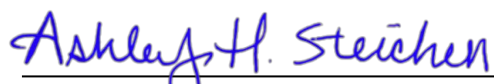
CONCLUSION

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 5th day of February 2024.

Respectfully submitted:



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 February 5, 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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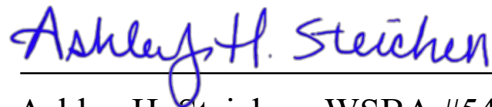
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DATED February 5, 2024 at Seattle, Washington.



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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 FDCA. 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.

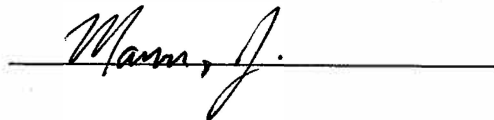
Here, a reasonably prudent person would conclude that Steichen obtained fair hearings. Although the trial court ultimately dismissed most of Steichen's claims, he did enter several orders in Steichen's favor during the proceedings. For example, the trial court granted at least two of Steichen's motions 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.

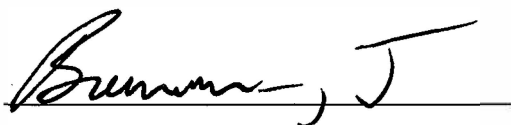
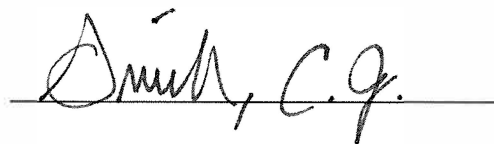
III

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.

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

WE CONCUR:

A handwritten signature in cursive script, appearing to read "Brunner, J.", is written above a solid horizontal line.A handwritten signature in cursive script, appearing to read "Smith, C.J.", is written above a solid horizontal line.

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:



Read Today's Top Story: Sales, inventory decline in Seattle



Nearly one-third of Washington homes are part of an HOA, among the highest percentages in the nation

by Patrick Regan April 21, 2023

Nearly one-third of Washington homes are part of a homeowner association, one of the highest percentages among all U.S. states.

Today's Homeowner analyzed data from the Foundation for Community Association Research to determine which states have the highest and lowest percentage of homes in HOAs.

Nationally, about 22% of homes are part of an HOA. In Washington, 944,000 of the state's 3 million homes, 31.2%, are in a homeowner association. That ranks fourth among U.S. states. The average monthly HOA fee in Washington is \$388.

The study noted that residents often have a love-hate relationship with HOAs. Homes in an HOA are, on average, worth about 4% more. But the monthly fees, which generally can increase at any time, may cause potential buyers to pause before making a purchase. And some HOAs have a reputation for crossing the line between what's good for the community and homeowner autonomy.

HOAs have grown in number by about 13% over the last decade, the study found. The states with the highest percentage of HOA homes are: Florida (45%), Colorado (38.6%), California (36.8%), Washington (31.2%) and Arizona (31.1%).

Missouri has the highest average HOA monthly fee, at \$469, followed by Arizona's \$448. The national average is \$390.

[Current Market Data, Local News](#)

[homeowner associations](#), [Seattle real estate](#), [Today's Homeowner](#), [Washington real estate](#)

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Comments

CJ Wilson April 22, 2023 at 4:15 pm

Please be clear that you're talking about single-family homes in this article and discussion. I was initially surprised by the headline, since townhomes and condos

are also homes for those who live in them, and they have HOAs. So the total number of “homes” with an HOA is actually much higher.

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AGENT PUBLISHING

Washington HOA Collections

By Andrea Drennen



WASHINGTON COMMUNITY ASSOCIATION COLLECTIONS GUIDE

Welcome to Washington

With over 10,500 condos, HOAs, and co-ops, the state of Washington has a rising number of common interest realty associations. According to [CAI](#), an estimated 2.3 million Washington residents live in a community association today.

By 2040 the community association housing model is expected to become the most common form of housing in Washington.

Currently, Washington residents pay **\$91.3 million** a year to maintain their communities and 79,700 Washingtonians serve as volunteer leaders in their community associations.

Before you read anything on this page about the laws governing Condo and HOA collections in Washington,



As a general rule, neither your management company or board members should attempt to make contact with delinquent homeowners in an attempt to collect the debt, beyond the initial courtesy letters. You need an attorney or a licensed collection agency to collect on your behalf.

Legal Reference Links

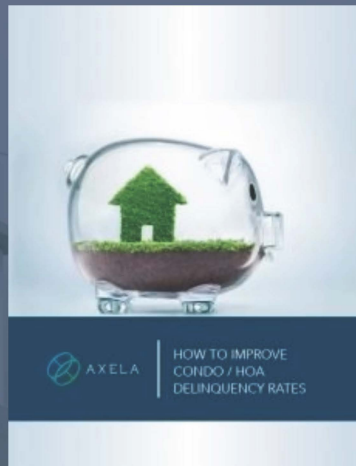
[FAIR DEBT COLLECTION PRACTICES ACT \(FDCPA\)](#)

[Horizontal Property Regimes Act](#)

[Washington Condominium Act](#)

[Washington Nonprofit Corporation Act](#)

[Other Federal Laws](#)



HOW TO REDUCE YOUR CONDO/HOA DELINQUENCY RATE

Are you living with the Consequences of nonpaying homeowners? If so, you need a better approach to collections for your community association!

This guide will give you the same techniques that we use to help our clients reduce delinquencies, all but eliminate bad debt write-offs, and see significant savings on legal fees.



WASHINGTON COLLECTION LAWS

– Are HOAs controlled by Washington collection laws?

Yes, Washington has state laws pertaining to HOA and condo associations.

To better understand the laws for Washington HOAs, please refer to:

- [Washington Nonprofit Corporation Act](#) - §§ 24.03.005. The law governs nonprofit corporations' corporate structure and procedure in Washington. If a homeowners' association is organized as a nonprofit corporation, it will be governed by this act.

To better understand the laws for Washington Condos, please refer to:

- [Washington Condominium Act](#) - §§ 64.34.005. This law governs the creation, alteration, termination, management, and protection of purchasers of condominiums created after July 1, 1990.
- [Horizontal Property Regimes Act](#) - §§ 64.32.010. This statute governs the formation, management, powers, and operation of horizontal property regimes that expressly elect to be governed by the Act by recording a Master Deed (or Declaration).

+ What are the collection laws for Washington?

+ Is an HOA or a management company considered a collection agency in Washington?

+ How much can an HOA collect in HOA fees in Washington?

+ What can Washington HOAs association fees pay for?

+ What information is a Washington HOA required to disclose regarding delinquencies?

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- + Does an HOA in Washington have to attempt to collect before resorting to foreclosure?
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- + Is there a statute of limitations on HOA collections in Washington for out of state owners?
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Axela Technologies provides no cost and no risk collections for community associations using best practice collections strategies, advanced proprietary technology, and highly trained customer service representatives. We are licensed in every state and compliant with the Fair Debt Collections Practices Act (FDCPA).

We are a specialized collections service which means a great deal in the community association industry. Understanding the nuances of how people fall behind in their maintenance fee payments and how to resolve their issues is a science and an art. At Axela Technologies we have what it takes to "move the needle" and recover 100% of what is owed to the association and the best part is that we are totally merit based. **IF WE DON'T RECOVER YOUR MONEY WE DON'T GET PAID.** A pretty simple concept but a bold promise at the same time.

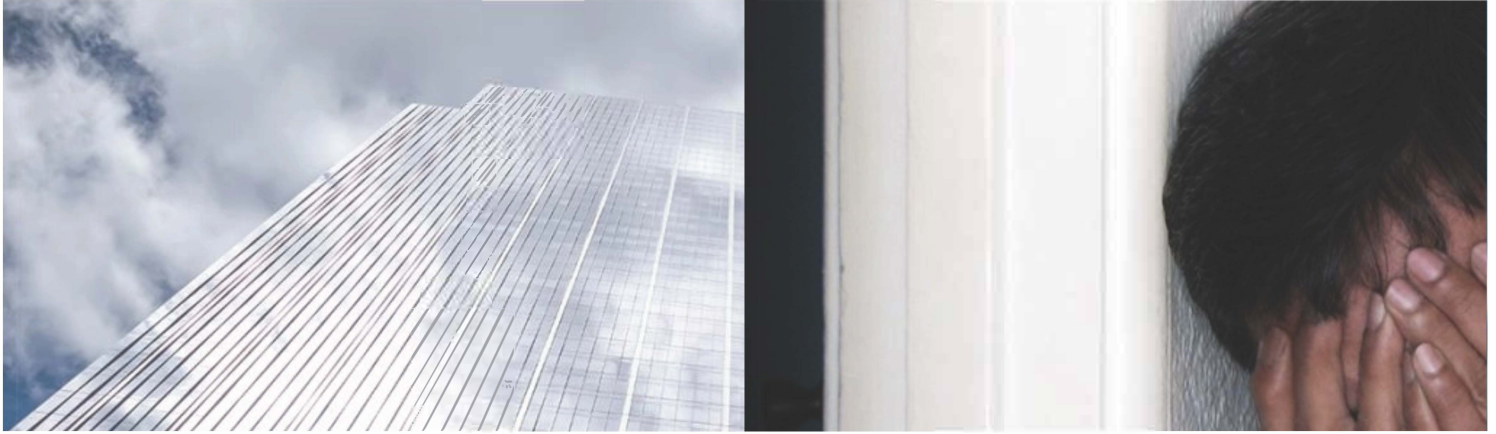
Our proprietary software is second to none and we have the ability to keep the management and board of directors informed in real time 24/7. Our system never sleeps. The technology is fantastic and is only equaled by the people who will service your delinquent members and work with them to resolve their delinquency issues.

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Axela's platform can easily review your delinquency issues and provide a customized collections plan.

We help recover funds utilizing information acquired from your association, third-party data aggregators, and credit reporting agencies.

We will refer you to highly trained and accredited collectors who work respectfully with your association members to resolve delinquencies as quickly as possible.

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HOME PAGE

Can my HOA do that? A guide to homeowners association regulations in Washington state

BY KARLEE VAN DE VENTER

UPDATED OCTOBER 12, 2023 12:12 PM



Many Washington residents are part of HOAs. Common rules restrict speed, decorations, noise. Federal, state law restrict possible rules. SARAH A. MILLER smiller@idahostatesman.com



Only have a minute? Listen instead

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Nearly a third of Washington state residents live in a community association, according to research from the [Community Associations Institute](#). In 2021, the most recent data shows, there were more than 10,000 associations in the state, with over 2.4 million people living in them.

This means homeowners associations, commonly referred to as HOAs, set rules and regulations for roughly 32% of the population, with stricter guidelines than other tenancies. Whether you own or rent in an HOA, you must follow the community governing documents, along with state and federal law.



The Revised Code of Washington requires all HOA rules be reasonable. Darin Oswald
doswald@idahostatesman.com

HOW DO HOA RULES WORK?

In a specific community of homes or condos, a board of directors or other management team will enforce rules for all residents. Regulations might include property upkeep such as requiring lawns to stay trimmed and clean so the entire area looks polished, keeping property values high.

Everyone in the community agrees to the terms and pays regular dues. The board is required to [maintain its duties](#) in exchange for these dues.

Each HOA will have its own rules in place. When you agree to live in that community, you agree to the rules. Breaking HOA regulations can lead to a notice from the association and possibly a fine, especially with repeated violations.

Common regulations regard landscaping, fencing, pets and outside appearances.

CAN MY HOA DO THAT?

If you've ever wondered whether your HOA can enforce certain rules, they probably can. There are only a handful of restrictions an [HOA cannot enforce](#). No clause in an

HOA agreement can negate federal, state or local law.

[Federal law](#) prohibits regulations that prevent:

- Flying of U.S. flags
- Reasonable over-the-air reception devices, like satellite dishes

Additionally, the Fair Housing Act and Americans with Disabilities Act apply in HOAs. Housing associations cannot discriminate against protected classes, similar to any other form of housing.

Other federal regulations regard bankruptcy and service members, meaning action taken against those in active duty or bankruptcy must follow specific steps.

A sign of support for Kennewick Schools is displayed in the front yard of a home in south Kennewick. Bob Brawdy bbrawdy@tricityherald.com

[State law](#) prohibits regulations preventing:

- Displaying political yard signs before any primary or general election (though guidelines for placement and manner are allowed)
- Valid solar panel usage
- Drought-resistant landscaping
- Wildfire ignition resistant landscaping
- Electric vehicle charging stations
- Licensed home child care or day care center

However, the [Revised Code of Washington](#) also requires all rules be reasonable. There have been instances of lawsuits against housing communities for unreasonable rules siding with unit owners. Most commonly, these “unreasonable” clauses are rejected in court for:

- Procedurally flawed enactment (like implementing a rule without a proper voting or notice period)
- Substantive validity (like implementing a rule outside of HOA authority)
- Violation of homeowners rights or prospective homeowners rights
- Inconsistent, arbitrary or capricious enforcement

Rules about street parking, speeding, decorations and more can be legally implemented.

Do you have questions about HOAs or housing in Washington state? The Northwest Service Journalism team wants to hear from you. Ask in the form below or at kvandeventer@tricityherald.com:

What questions do you have for the Northwest Service Journalism Team?

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HOA Stats: Average HOA Fees & Number of HOAs by State (2024)

List Your

By [Tony Mariotti](#) / January 22, 2024 [Comment](#)

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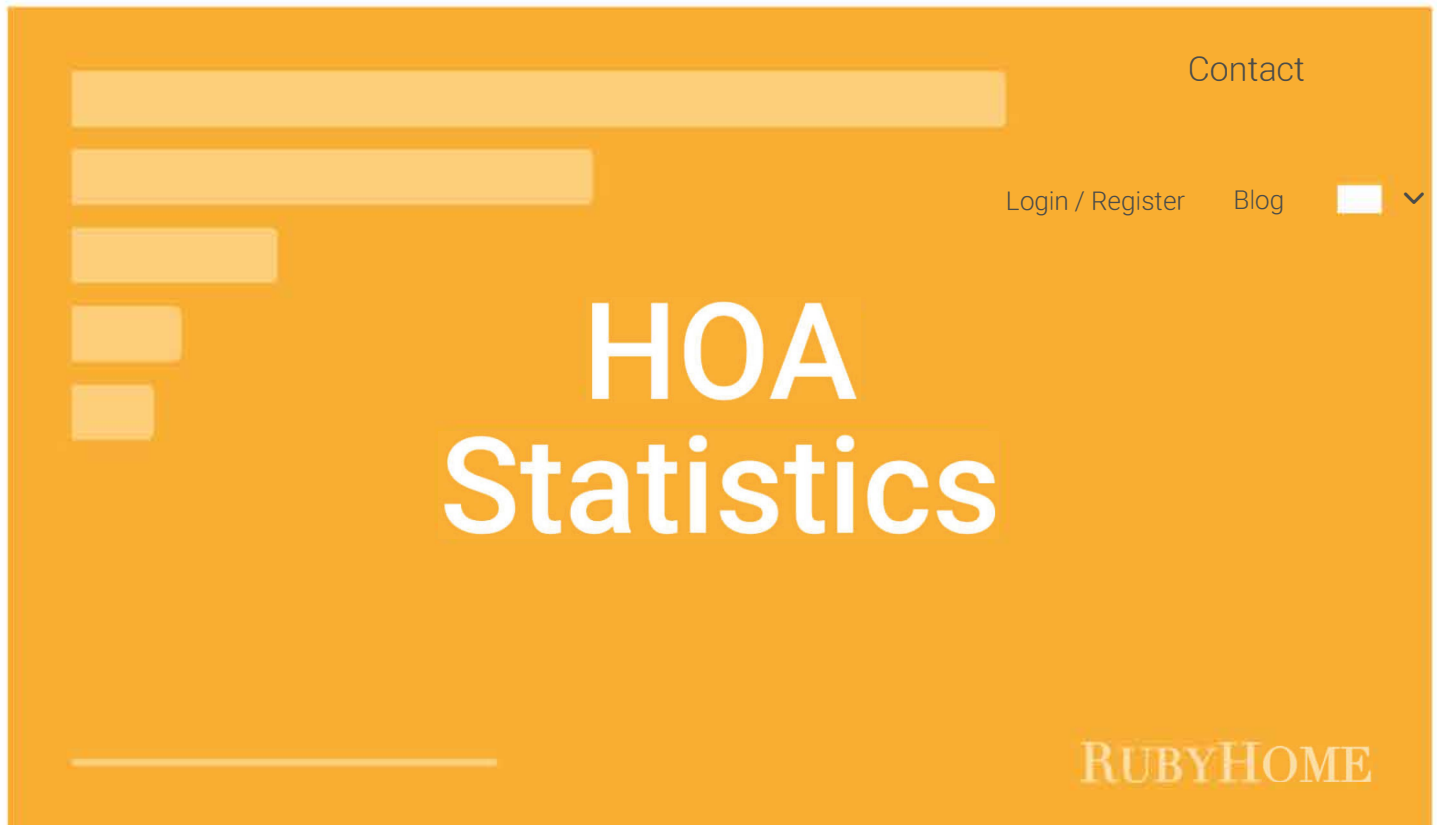
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A homeowner's association (HOA) is an organization that makes and enforces rules for a group of residents in a subdivision, community, or residential building. HOAs collect fees (or dues) from their members to pay for the maintenance of common areas and the upkeep of facilities.

- [Types of Community Associations](#)
- [How Many People Live in HOAs?](#)
- [HOA Popularity by State](#)
- [HOA Fees](#)
- [HOA Pros](#)
- [HOA Cons](#)

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Key HOA Stats

- Approximately **30%** of the US population lives in HOA communities.
- Over **75 million** people in the US live in a homeowner association community.

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Over 75 million people live in an HOA.

- **66%** of newly completed homes in 2022 are part of HOA communities, up **17%** from 2011.
- Houses in HOAs are worth **5-6%** more than similar homes outside of HOAs.
- Typical HOA membership fees for single-family homeowners is **\$200-\$300/month**.

Types of Community Associations

HOAs consisting of single-family homes account for 60% and condominium communities account for 38% of community associations in the United States. Cooperatives (co-ops) account for 2%.

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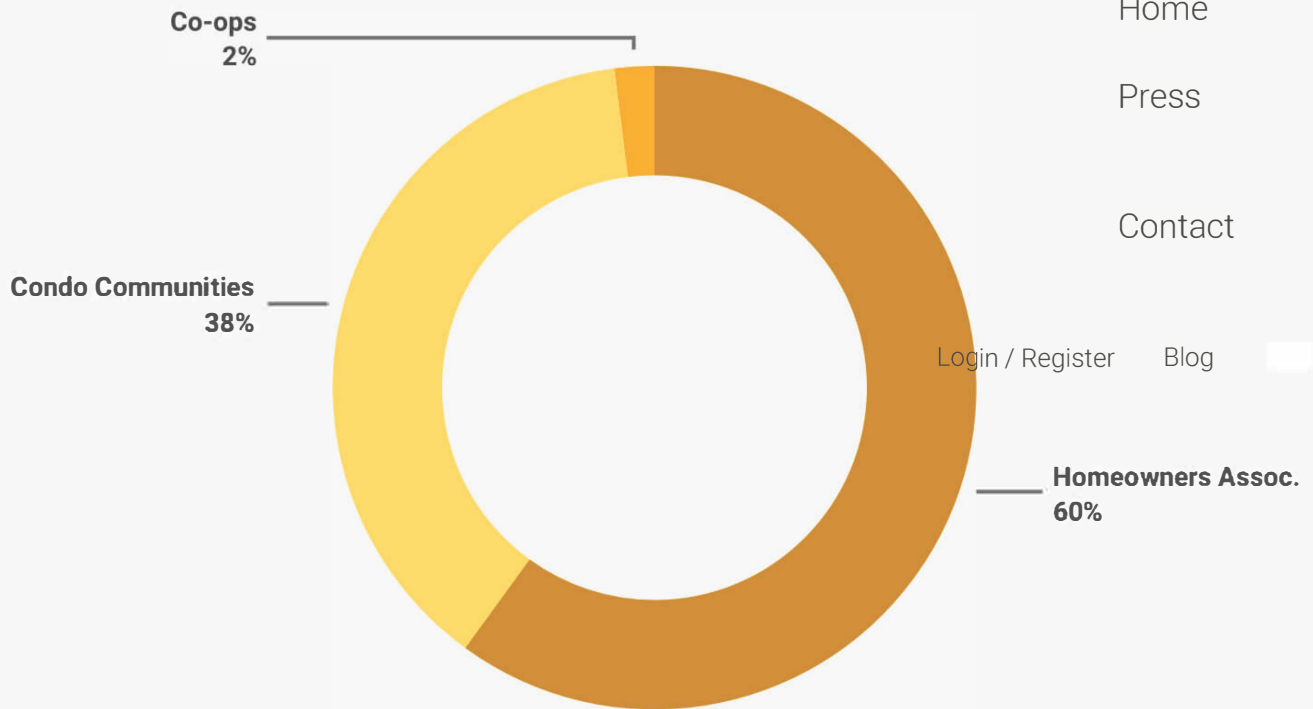
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Types of Community Associations



Here is a breakout of the percentage of residential property types by association types:

Type	Percentage
Homeowners Associations	60%
Condominium Communities	38%
Cooperatives	2%

Co-ops operate differently than standard condo HOAs. In a co-op, the building is owned by a corporation. Rather than traditional ownership, residents own shares in the corporation and have the right to occupy their units.

Legal structure aside, co-op owners pay a maintenance fee for the upkeep of the building and shared spaces, just like homeowners in other types of community associations.

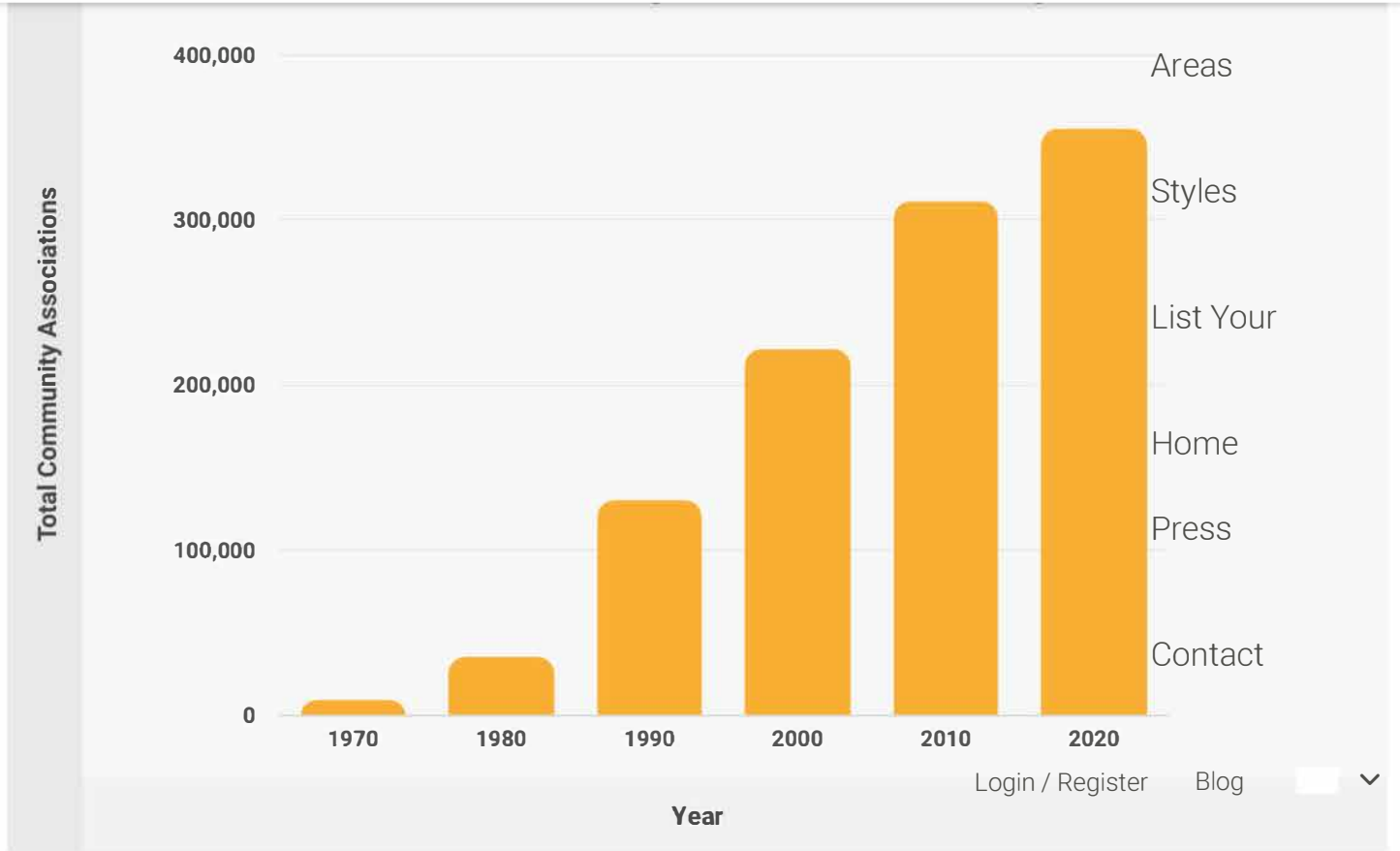
How Many People Live in HOAs?

Total Number of Community Associations

The total number of associations has also increased. In 1970, there were around 10,000 community associations in the US. In 2020 that number increased to over 355,000, over a 35x increase.

The most recent data in 2023 reveals that there are an estimated 365,000 community associations in the U.S.

Below you can see the total number of associations in the US by decade which includes standard HOAs, condominium communities, and co-ops:



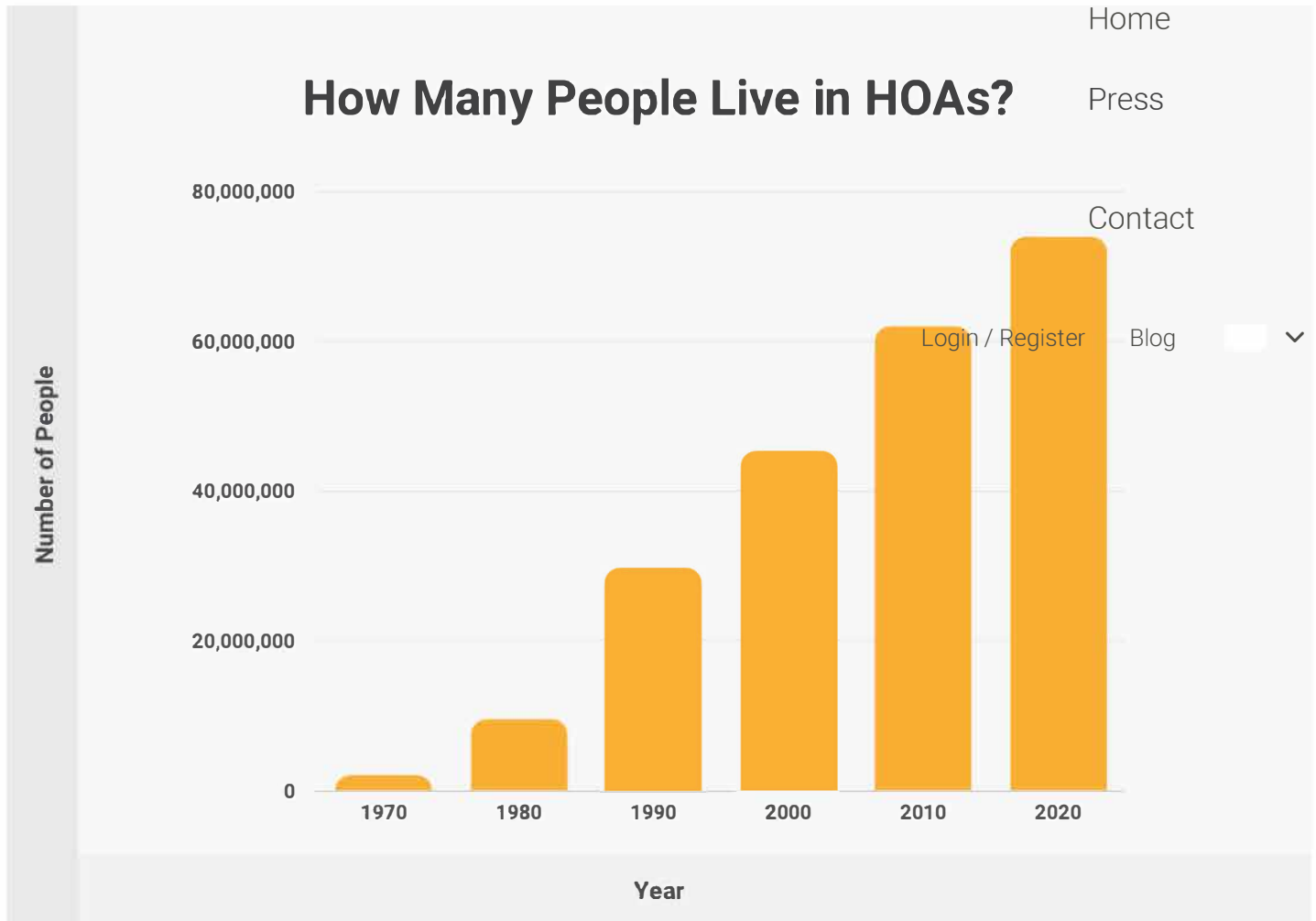
Here is a table showing the total number of HOAs:

Year	Community Associations
1970	10,000
1980	36,000
1990	130,000
2000	222,500
2010	311,600
2020	355,000

Source: [Foundation for Community Association Research](#)

About 30% of the US population lives in HOA communities. Community associations have grown in popularity. The number of residents living in them increased from 2.1 million in 1970 to 74.1 million in 2020, a 35x increase. In every 10-year period since 1970, we can see ample growth, and most recently, from 2010 to 2020, the number of HOA residents grew by 20%.

The latest numbers released in 2023 estimate that there are 75.5 million HOA residents in the U.S.



Here is a table showing the number of people living in HOAs since 1970:

Year	Residents
1970	2,100,000

1990	29,600,000	Areas
2000	45,200,000	
2010	62,000,000	Styles
2020	74,100,000	List Your

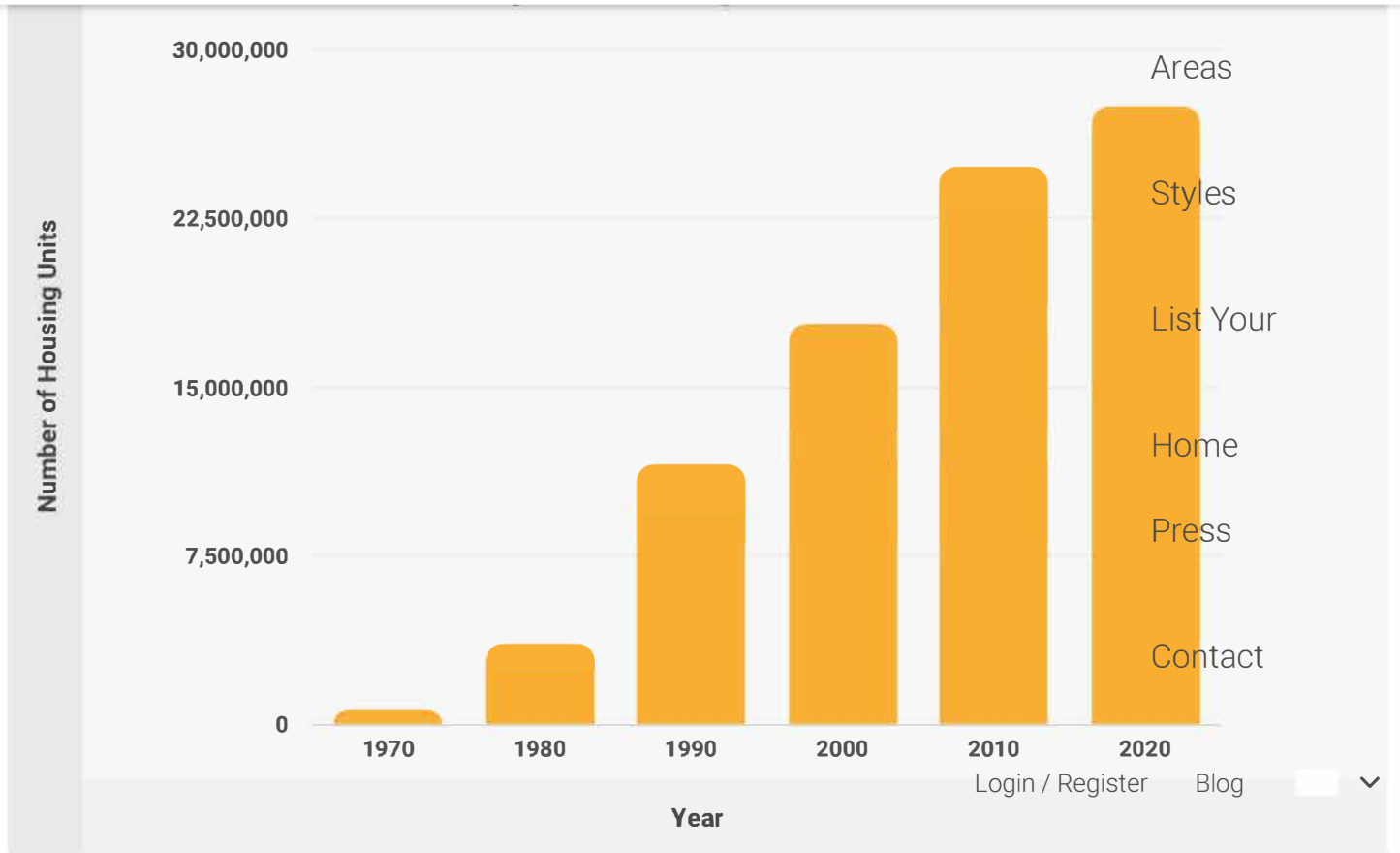
Source: [Foundation for Community Association Research](#)

Total Number of Housing Units in HOA Communities

As the number of residents and communities grew over time, so did the number of housing units that are part of HOA communities. In 1970 there were around 700,000 housing units in HOAs in the US. This number grew to over 27 million housing units in 2020, a 39x increase.

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This upward trend has continued as the latest data in 2023 shows an estimated 28.2 million housing units are in HOAs.

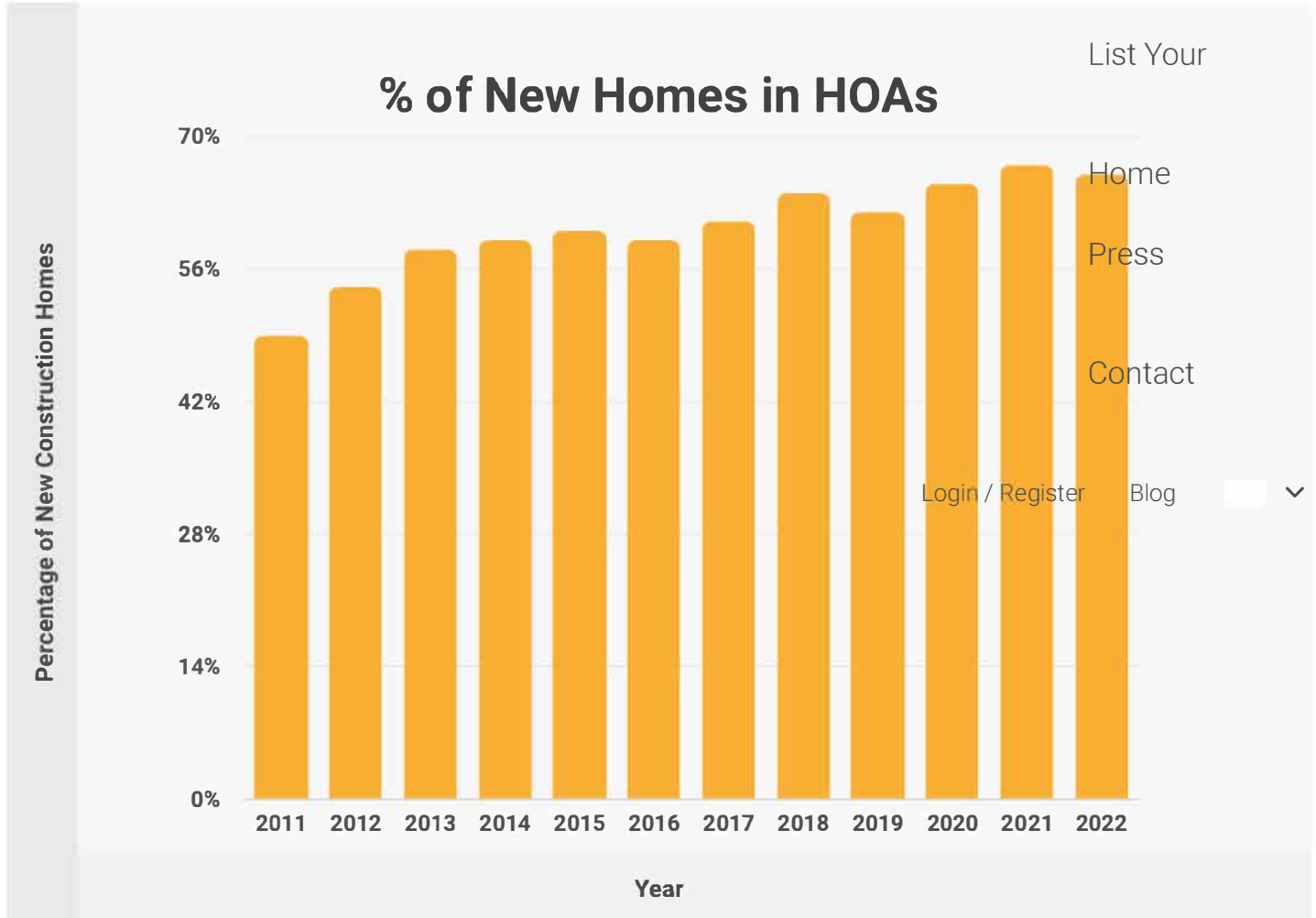


Here is a table showing the total number of housing units in HOAs:

Year	Housing Units
1970	700,000
1980	3,600,000
1990	11,600,000
2000	17,800,000
2010	24,800,000
2020	27,500,000

Source: Foundation for Community Association Research

Today HOAs in the US are more popular than ever. As the number of newly built homes that are part of HOAs increases, we can expect the number of residents living in HOA communities across the US to grow, too. Over the past 10 years, the percentage of newly built homes that are part of a homeowner's association has increased from 49% in 2011 to 66% in 2022.



Here is a breakdown of total number of new construction housing units with HOAs:

Year	% of New Construction
2011	49%
2012	54%
2013	58%

2015	60%	Areas
2016	59%	
2017	61%	Styles
2018	64%	List Your
2019	62%	
2020	65%	Home
2021	67%	Press
2022	66%	Contact

Source: [US Census](#)

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HOA Growth by Region

New homes that are a part of a homeowner association are growing fastest in the southern and western United States. While over two-thirds (71%) of new constructions in the western region belong to an HOA, only 38% belong to HOAs in the northeastern region.

Here is a table showing the homeowners associations, by region, for new construction homes:

Region	% of New Construction 2021
Northeast	38%
Midwest	52%
South	70%
West	71%


Source: [US Census](#)

In Florida, Colorado, and Vermont, over **40%** of the population lives in an HOA. These three states are where HOAs are the most common. HOAs are also common in [California](#), [New Hampshire](#), [Washington](#), [Arizona](#), and [Illinois](#), with each of these states having over **30%** of its population living in a community association. The state where HOAs are the least common is [Mississippi](#), where only **3%** of the population resides within an HOA.

List Your

The following list shows the percentage of each state's total population that lives in an HOA:

State	% Population Living in HOA	Home	Press	Contact	Login / Register	Blog	▼
Alabama	10.0%						
Alaska	13.0%						
Arizona	30.5%						
Arkansas	31.0%						
California	35.6%						
Colorado	40.1%						
Connecticut	12.9%						
District of Columbia	20.0%						
Delaware	41.0%						
Florida	44.5%						
Georgia	21.8%						
Hawaii	20.0%						
Idaho	27.0%						
Illinois	30.0%						
Indiana	12.5%						
Iowa	15.0%						

Kentucky	11.0%	Areas
Louisiana	6.0%	
Maine	21.0%	Styles
Maryland	17.0%	List Your
Massachusetts	23.8%	
Michigan	14.1%	Home
Minnesota	26.7%	Press
Mississippi	3.0%	
Missouri	14.9%	Contact
Montana	27.0%	Login / Register Blog 
Nebraska	15.0%	
Nevada	16.5%	
New Hampshire	35.0%	
New Jersey	16.4%	
New Mexico	14.0%	
New York	18.8%	
North Carolina	25.9%	
North Dakota	13.0%	
Ohio	13.8%	
Oklahoma	7.0%	
Oregon	13.1%	
Pennsylvania	10.3%	
Porto Rico	3.0%	

South Carolina	25.9%	Areas
South Dakota	11.0%	
Tennessee	10.1%	Styles
Texas	20.6%	List Your
Utah	19.1%	
Vermont	46.0%	Home
Virginia	23.2%	Press
Washington	31.0%	
West Virginia	5.0%	Contact
Wisconsin	12.7%	
Wyoming	17.0%	

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Source: [Foundation for Community Association Research](#)

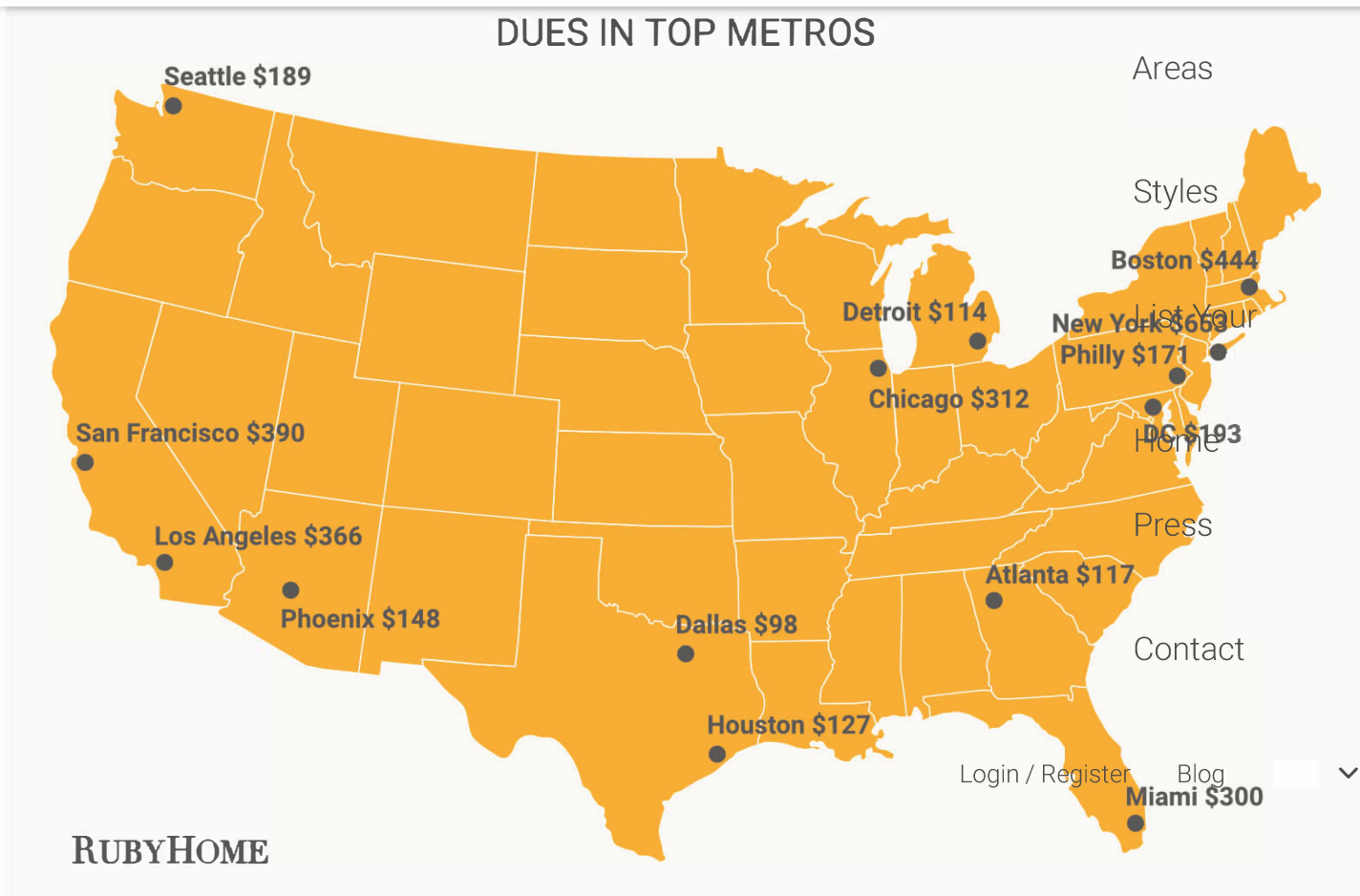
HOA Fees

While most residents enjoy the amenities and being part of an association, one potential downside is the cost. Monthly fees depend on the neighborhood or building's location and the extent and nature of the amenities offered.

Homeowner Association Fees in Top Metro Areas

Let's look at regional differences among some of the top cities in the United States.

DUES IN TOP METROS



Here are the mean monthly HOA fees for the metro areas:

- Atlanta: \$117
- Boston: \$444
- Chicago: \$312
- Dallas: \$98
- Detroit: \$114
- Houston: \$127
- Los Angeles: \$366
- Miami: \$283
- New York City: \$653

- [San Francisco](#): \$390

Areas

- [Seattle](#): \$189

- [Washington DC](#): \$193

Styles

Source: [American Housing Survey](#)

List Your

Unsurprisingly, the New York and [San Francisco](#) metro areas had the highest monthly association fees. The two markets consistently rank as some of the most expensive to purchase real estate in the United States. In expensive cities, it's common to pay over \$400/month.

Home

Press

Contact

Average Homeowner Association Fees By Property Type

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In addition to location, the type of community association can impact the fees. For example, condo associations often have higher dues because they typically offer more amenities like fitness centers, concierges, valets, etc. Here's how average single-family home and condo association fees stack up across the US:

- Single-family homeowners: \$200-\$300/month
- Condo owners: \$300-\$400/month

Keep in mind these are general estimates from a small sample size of communities across the country. Fees can range from as little as \$50/month to over \$1000/month.

HOA Pros

As HOAs have risen in popularity over the years, it begs the question, what advantages are there for homeowners who choose to live in an HOA community? Here are five of the most non benefits:

Having a well-maintained home in a well-kept neighborhood is attractive to buyers. With HOA residents held accountable for maintaining their properties and common areas, property values stay more consistent. According to a study at George Mason University:

- Properties in an HOA sell for 5-6% more than similar homes not part of an HOA.

Source: [Cato Institute](#)

Reduced Maintenance & Upkeep

Having a community that takes care of landscaping, garbage collection, and more can ease the challenges associated with home ownership. Living in a well-maintained neighborhood is aesthetically better and more effortless in which to live.

Access To Shared Amenities

Amenities vary from association to association. Standard features include [swimming pools](#), barbecue pits, neighborhood parks, walking trails, and sports courts.

Standards & Dispute Settlement

Homeowners must comply with guidelines called Covenants, Conditions, and Restrictions (CC&Rs), which leads to fewer problems between neighbors. For example, most associations forbid loud, late-night parties or brown lawns. Association boards mediate disputes between neighbors and enforce consequences when things go wrong.

Community Engagement

HOAs can offer a real sense of togetherness, and some organize community gatherings and activities. Many members enjoy the increased opportunities to socialize or be a part of thing bigger.

Source: [Foundation for Community Association Research](#)

Areas

HOA Cons

Styles

While HOAs offer many benefits, they may not be perfect for everyone. Here are some of the most common drawbacks of living in an HOA:

Home

Guidelines and Standards Can Be Restrictive

Press

Some homeowners may not like restrictions on the types of vehicles they can park in their driveway, what colors they can paint their home, or the types of trees or bushes they can have in their front yard. For those who don't like being told what to do, HOAs may feel restrictive. Remember that guidelines vary depending on the community; some are stricter than others.

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HOA Fees Can Be Expensive

One should consider the extra cost of HOA fees and determine if the services provided are worth it. When residents were asked how they felt about the value they received versus the cost:

- 62% of HOA residents believe they are paying 'just the right amount' or 'too little.'

Of course, some may feel they are paying too much.

Source: [Foundation for Community Association Research](#)

The HOA May Not Be Well-Run

Not all HOAs are adequately managed. One potential downside is being part of a homeowners association where a few members refuse to pay fees, or the HOA has problems enforcing the

Conclusion

Areas

That's our summary and key statistics for HOAs in 2024. With now more than 1 in 4 Americans living in an HOA, it's clear that they have grown massively over the past 50 years. In addition, based on construction trends, the popularity of HOAs is set to continue to expand into the future.

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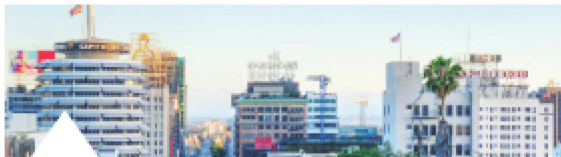
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Washington tops 7.9 million residents in 2023

June 30, 2023

Contact information

OLYMPIA, Wash. – Washington’s total population grew by an estimated 86,750 — to 7,951,150 as of April 1, 2023, according to annual estimates that the Office of Financial Management prepared.

Mike Mohrman

360-870-7974

Mike.Mohrman@ofm.wa.g

The unadjusted population growth rate over the last year was 1.1%, somewhat slower than the previous year, when the state’s population grew by 1.3%.

Washington’s population has grown by 244,840 people since the 2020 decennial census on April 1, 2020. The 86,750 increase is below the average annual increase from the last decade (98,200).

King County remains the main contributor to the state’s overall population growth, adding 30,100 people this year, compared to an average of 33,800 people per year between 2010 and 2020.

Migration continues to be the primary driver behind Washington’s population growth. From 2022 to 2023, net migration (people moving in minus people moving out) totaled 72,300, down by 11,300 from last year. Net migration accounted for 83% of the state’s population growth. Natural change (births minus deaths) was responsible for the other 17%. Natural change (14,445) remains low but has recovered somewhat from the increased deaths and lower births during the COVID-19 pandemic. Deaths will increase as baby boomers age, and birth rates from millennial and post-millennial parents should continue to be lower than previous generations.

Housing growth is a significant reason Washington saw population growth this year, evident in high occupancy rates in most cities in 2023. Over the past year, the state added 46,300 housing units, 300 less than the previous year. Of all new units built this past year, 63% were multi-family units. More than 72% of all new housing units the past two years were built in one of the state’s five largest metropolitan counties. King County led all counties with 18,800 new housing units and saw 40% of the state’s total housing growth over the last year. With strong housing growth this year in the face of slowing population growth, housing is slowly catching up with population.

Consistent with previous years, over 71% of state population growth occurred in the five largest metropolitan counties — Clark, King, Pierce, Snohomish, and Spokane. The nine counties with populations between 100,000 and 350,000 saw 21% of the state’s growth. Counties with less than 100,000 had an 8% share, smaller than the previous year. Whatcom (1.8%), Benton (1.5%), and Snohomish (1.5%) were the three fastest growing counties.

The April 1, 2023, population estimate for Washington's incorporated cities and towns is 5,222,265, an increase of 1.3% from the previous year. The top 10 cities for numeric change, in descending order, are Seattle, Kirkland, Redmond, Bellingham, Lynnwood, Vancouver, Spokane, Mountlake Terrace, Tacoma, and Ridgefield. Seattle's population increased by 16,700 people, for a total of 779,200. Strong housing growth was the main driver of population growth for these cities.

[You can find additional information on the latest population estimates for the state, counties, cities and towns on OFM's website.](#)

PDF **RCW 4.64.030**

Entry of judgment—Form of judgment summary.

(1) The clerk shall enter all judgments in the execution docket, subject to the direction of the court and shall specify clearly the amount to be recovered, the relief granted, or other determination of the action.

(2)(a) On the first page of each judgment which provides for the payment of money, including foreign judgments, judgments in rem, mandates of judgments, and judgments on garnishments, the following shall be succinctly summarized: The judgment creditor and the name of his or her attorney, the judgment debtor, the amount of the judgment, the interest owed to the date of the judgment, and the total of the taxable costs and attorney fees, if known at the time of the entry of the judgment, and in the entry of a foreign judgment, the filing and expiration dates of the judgment under the laws of the original jurisdiction.

(b) If the judgment provides for the award of any right, title, or interest in real property, the first page must also include an abbreviated legal description of the property in which the right, title, or interest was awarded by the judgment, including lot, block, plat, or section, township, and range, and reference to the judgment page number where the full legal description is included, if applicable; or the assessor's property tax parcel or account number, consistent with RCW **65.04.045**(1) (f) and (g).

(c) If the judgment provides for damages arising from the ownership, maintenance, or use of a motor vehicle as specified in RCW **46.29.270**, the first page of the judgment summary must clearly state that the judgment is awarded pursuant to RCW **46.29.270** and that the clerk must give notice to the department of licensing as outlined in *RCW **46.29.310**.

(3) If the attorney fees and costs are not included in the judgment, they shall be summarized in the cost bill when filed. The clerk may not enter a judgment, and a judgment does not take effect, until the judgment has a summary in compliance with this section. The clerk is not liable for an incorrect summary.

[**2003 c 43 § 1**; **2000 c 41 § 1**; **1999 c 296 § 1**; **1997 c 358 § 5**; **1995 c 149 § 1**; **1994 c 185 § 2**; **1987 c 442 § 1107**; **1984 c 128 § 6**; **1983 c 28 § 2**; Code 1881 § 305; **1877 p 62 § 309**; **1869 p 75 § 307**; RRS § 435.]

NOTES:

Rules of court: Cf. CR 58(a), CR 58(b), CR 78(e).

***Reviser's note:** RCW **46.29.310** was amended by 2016 c 93 § 5, requiring that the judgment creditor, rather than the clerk of the court, provide notice to the department of licensing.

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.]

RAP 3.1
WHO MAY SEEK REVIEW

Only an aggrieved party may seek review by the appellate court.

[Adopted effective July 1, 1976.]

SPECIAL RULE FOR ORDER ON SUMMARY JUDGMENT

On review of an order granting or denying a motion for summary judgment the appellate court will consider only evidence and issues called to the attention of the trial court. The order granting or denying the motion for summary judgment shall designate the documents and other evidence called to the attention of the trial court before the order on summary judgment was entered. Documents or other evidence called to the attention of the trial court but not designated in the order shall be made a part of the record by supplemental order of the trial court or by stipulation of counsel.

[Adopted effective July 1, 1976; Amended effective September 1, 1990.]

DISCRETIONARY REVIEW OF DECISION TERMINATING REVIEW

(a) How to Seek Review. A party seeking discretionary review by the Supreme Court of a Court of Appeals decision terminating review must serve on all other parties and file a petition for review or an answer to the petition that raises new issues. A petition for review should be filed in the Court of Appeals. If no motion to publish or motion to reconsider all or part of the Court of Appeals decision is timely made, a petition for review must be filed within 30 days after the decision is filed. If such a motion is made, the petition for review must be filed within 30 days after an order is filed denying a timely motion for reconsideration or determining a timely motion to publish. If the petition for review is filed prior to the Court of Appeals determination on the motion to reconsider or on a motion to publish, the petition will not be forwarded to the Supreme Court until the Court of Appeals files an order on all such motions. The first party to file a petition for review must, at the time the petition is filed, pay the statutory filing fee to the clerk of the Court of Appeals in which the petition is filed. Failure to serve a party with the petition for review or file proof of service does not prejudice the rights of the party seeking review, but may subject the party to a motion by the Clerk of the Supreme Court to dismiss the petition for review if not cured in a timely manner. A party prejudiced by the failure to serve the petition for review or to file proof of service may move in the Supreme Court for appropriate relief.

(b) Considerations Governing Acceptance of Review. A petition for review will be accepted by the Supreme Court only: (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or (2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

(c) Content and Style of Petition. The petition for review should contain under appropriate headings and in the order here indicated:

(1) *Cover.* A title page, which is the cover.

(2) *Tables.* A table of contents, with page references, and a table of cases (alphabetically arranged), statutes, and other authorities cited, with reference to the pages of the brief where cited.

(3) *Identity of Petitioner.* A statement of the name and designation of the person filing the petition.

(4) *Citation to Court of Appeals Decision.* A reference to the Court of Appeals decision which petitioner wants reviewed, the date of filing the decision, and the date of any order granting or denying a motion for reconsideration.

(5) *Issues Presented for Review.* A concise statement of the issues presented for review.

(6) *Statement of the Case.* A statement of the facts and procedures relevant to the issues presented for review, with appropriate references to the record.

(7) *Argument.* A direct and concise statement of the reason why review should be accepted under one or more of the tests established in section (b), with argument.

(8) *Conclusion.* A short conclusion stating the precise relief sought.

(9) *Appendix*. An appendix containing a copy of the Court of Appeals decision, any order granting or denying a motion for reconsideration of the decision, and copies of statutes and constitutional provisions relevant to the issues presented for review.

(d) Answer and Reply. A party may file an answer to a petition for review. A party filing an answer to a petition for review must serve the answer on all other parties. If the party wants to seek review of any issue that is not raised in the petition for review, including any issues that were raised but not decided in the Court of Appeals, the party must raise those new issues in an answer. Any answer should be filed within 30 days after the service on the party of the petition. A party may file a reply to an answer only if the answering party seeks review of issues not raised in the petition for review. A reply to an answer should be limited to addressing only the new issues raised in the answer. A party filing any reply to an answer must serve the reply to the answer on all other parties. A reply to an answer should be filed within 15 days after the service on the party of the answer. An answer or reply should be filed in the Supreme Court. The Supreme Court may call for an answer or a reply to an answer.

(e) Form of Petition, Answer, and Reply. The petition, answer, and reply should comply with the requirements as to form for a brief as provided in rules 10.3, 10.4, and 18.17, except as otherwise provided in this rule.

(f) Length. The petition for review, answer, or reply should comply with the length limitations of RAP 18.17.

(g) Reproduction of Petition, Answer, and Reply. The clerk will arrange for the reproduction of copies of a petition for review, an answer, or a reply, and bill the appropriate party for the copies as provided in rule 10.5.

(h) Amicus Curiae Memoranda. The Supreme Court may grant permission to file an amicus curiae memorandum in support of or opposition to a pending petition for review. Absent a showing of particular justification, an amicus curiae memorandum should be received by the court and counsel of record for the parties and other amicus curiae not later than 60 days from the date the petition for review is filed. Rules 10.4 and 10.6 should govern generally disposition of a motion to file an amicus curiae memorandum. An amicus curiae memorandum or answer thereto should comply with the length limitations of RAP 18.17.

(i) No Oral Argument. The Supreme Court will decide the petition without oral argument.

References

Form 9, Petition for review.

[Adopted effective July 1, 1976; Amended effective September 1, 1983; September 1, 1990; September 18, 1992; September 1, 1994; September 1, 1998; September 1, 1999; December 24, 2002; September 1, 2006; September 1, 2009; September 1, 2010; December 8, 2015; September 1, 2016; September 1, 2021.]

(a) Definitions.

(1) *Judgment*. A judgment is the final determination of the rights of the parties in the action and includes any decree and order from which an appeal lies. A judgment shall be in writing and signed by the judge and filed forthwith as provided in rule 58.

(2) *Order*. Every direction of a court or judge, made or entered in writing, not included in a judgment, is denominated an order.

(b) Judgment Upon Multiple Claims or Involving Multiple Parties. When more than one claim for relief is presented in an action, whether as a claim, counterclaim, cross claim, or third party claim, or when multiple parties are involved, the court may direct the entry of a final judgment as to one or more but fewer than all of the claims or parties only upon an express determination in the judgment, supported by written findings, that there is no just reason for delay and upon an express direction for the entry of judgment. The findings may be made at the time of entry of judgment or thereafter on the court's own motion or on motion of any party. In the absence of such findings, determination and direction, any order or other form of decision, however designated, which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties shall not terminate the action as to any of the claims or parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties.

(c) Demand for Judgment. A judgment by default shall not be different in kind from or exceed in amount that prayed for in the demand for judgment. Except as to a party against whom a judgment is entered by default, every final judgment shall grant the relief to which the party in whose favor it is rendered is entitled, even if the party has not demanded such relief in his pleadings.

(d) Costs, Disbursements, Attorneys' Fees, and Expenses.

(1) *Costs and Disbursements*. Costs and disbursements shall be fixed and allowed as provided in RCW 4.84 or by any other applicable statute. If the party to whom costs are awarded does not file a cost bill or an affidavit detailing disbursements within 10 days after the entry of the judgment, the clerk shall tax costs and disbursements pursuant to CR 78(e).

(2) *Attorneys' Fees and Expenses*. Claims for attorneys' fees and expenses, other than costs and disbursements, shall be made by motion unless the substantive law governing the action provides for the recovery of such fees and expenses as an element of damages to be proved at trial. Unless otherwise provided by statute or order of the court, the motion must be filed no later than 10 days after entry of judgment.

(e) Preparation of Order or Judgment. The attorney of record for the prevailing party shall prepare and present a proposed form of order or judgment not later than 15 days after the entry of the verdict or decision, or at any other time as the court may direct. Where the prevailing party is represented by an attorney of record, no order or judgment may be entered for the prevailing party unless presented or approved by the attorney of record. If both the prevailing party and the prevailing party's attorney of record fail to prepare and present the form of order or judgment within the prescribed time, any other party may do so, without the approval of the attorney of record of the prevailing party upon notice of presentation as provided in subsection (f)(2).

(f) Presentation.

(1) *Time*. Judgments may be presented at the same time as the findings of fact and conclusions of law under rule 52.

(2) *Notice of Presentation*. No order or judgment shall be signed or entered until opposing counsel have been given 5 days' notice of presentation and served with a copy of the proposed order or judgment unless:

(A) Emergency. An emergency is shown to exist.

(B) Approval. Opposing counsel has approved in writing the entry of the proposed order or judgment or waived notice of presentation.

(C) After verdict, etc. If presentation is made after entry of verdict or findings and while opposing counsel is in open court.

[Adopted effective July 1, 1967; Amended effective September 1, 1989; September 1, 2007; April 28, 2015.]

The Honorable Kenneth Schubert
Hearing Date: September 16, 2020
Hearing Time: 11 a.m.

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

15 6. In summary:

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

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

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

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

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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

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(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			1,605.05								1,605.05
1223 Spring St, 500		Chg	09/01/2012	HA	Homeowner Assessment			1,359.55								2,964.60
Seattle WA 98104		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	10/20/2012		LckbxPmt	-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		LckbxPmt	-4,249.15	00001853		-4,249.15							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	03/04/2013		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	-1,389.95	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							42500				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	003611		-15,420.95		-860.00		-925.00		-50.00	0.00
		Chg	07/30/2014	BL	5/30 Lgt Msdnr							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	01/03/2015		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	07/03/2015	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							3,003.95
		Chg	08/15/2015	FC	Finance Charge					85.00						3,088.95
		Chg	09/01/2015	HA	Homeowner Assessment			1,414.45								4,503.40
		Pay	09/05/2015		Direct Debit	-1,414.45			-1,414.45							3,088.95
		Chg	09/15/2015	RT	Return Item Fee									52.00		3,140.95
		Chg	09/15/2015	FC	Finance Charge					85.00						3,225.95
		Rev	09/15/2015		ACHNSF	1,414.45			1,414.45							4,640.40
		Chg	10/01/2015	HA	Homeowner Assessment			1,414.45								6,054.85
		Pay	10/05/2015		Direct Debit	-1,414.45			-1,414.45							4,640.40
		Chg	10/02/2015	RT	Return Item Fee									52.00		4,692.40
		Rev	10/09/2015		ACHNSF	1,414.45			1,414.45							6,104.85
		Chg	10/15/2015	FC	Finance Charge					85.00						6,189.85
		Cr	10/27/2015	RT	FeeAdj									-7.00		6,182.85
		Cr	10/27/2015	RT	FeeAdj									-7.00		6,175.85
		Chg	11/01/2015	HA	Homeowner Assessment			1,414.45								7,590.30
		Pay	11/05/2015		Direct Debit	-1,414.45			-1,414.45							6,175.85

Regular Ledger
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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	11/11/2018	RT	Return Item Fee									45.00		6,217.85
		Rev	11/11/2018		ACHNSF	1,414.45			1,414.45							7,632.30
		Chg	11/15/2018	FC	Finance Charge					100.00						7,732.30
		Chg	12/01/2018	HA	Homeowner Assessment			1,414.45								9,146.75
		Pay	12/05/2018		Direct Debit	-1,414.45			-1,414.45							7,732.30
		Chg	12/11/2018	RT	Return Item Fee									45.00		7,777.30
		Rev	12/11/2018		ACHNSF	1,414.45			1,414.45							9,191.75
		Chg	12/15/2018	FC	Finance Charge					100.00						9,291.75
		Chg	12/17/2018	BL	11/12 Demand-Collect							600.00				9,891.75
		Chg	01/01/2019	HA	Homeowner Assessment			1,831.13								11,722.88
		Chg	01/15/2019	FC	Finance Charge					100.00						11,822.88
		Chg	02/01/2019	HA	Homeowner Assessment			1,831.13								13,654.01
		Chg	02/15/2019	FC	Finance Charge					100.00						13,754.01
		Chg	03/01/2019	HA	Homeowner Assessment			1,831.13								15,585.14
		Chg	03/15/2019	FC	Finance Charge					100.00						15,685.14
		Chg	03/24/2019	BL	Feb/Mar Legal Fees							1,050.00				16,735.14
		Chg	04/01/2019	HA	Homeowner Assessment			1,831.13								18,566.27
		Chg	05/01/2019	HA	Homeowner Assessment			1,831.13								20,397.40
		Chg	05/01/2019	FC	Finance Charge-April					100.00						20,497.40
		Chg	05/10/2019	BL	Legal Collections							2,759.09				23,256.49
		Chg	05/10/2019	BL	Legal Collections							384.00				23,640.49
		Pay	05/10/2019		Payment	-20,855.16	001004		-14,396.77		-1,790.00			-4,413.39	-255.00	2,785.31
		Chg	05/15/2019	FC	Finance Charge					100.00						2,885.31
		Chg	06/01/2019	HA	Homeowner Assessment			1,831.13								4,716.46
		Chg	06/15/2019	FC	Finance Charge					100.00						4,816.46
		Chg	06/21/2019	BL	6/18 Legal Svcs							184.89				5,001.35
		Cr	06/21/2019	BL	Adj 6/21 BL BTO							-0.40				5,000.95
		Chg	07/01/2019	HA	Homeowner Assessment			1,831.13								6,832.08
		Chg	07/15/2019	FC	Finance Charge					100.00						6,932.08
		Chg	08/01/2019	HA	Homeowner Assessment			1,831.13								8,763.21
		Pay	08/09/2019		Payment	-7,232.08	001009		-5,793.30		-300.00			-1,138.69		1,531.13
		Chg	08/01/2019	HA	Homeowner Assessment			1,831.13								3,362.26
		Chg	08/01/2019	BL	6/18 Lnd sfo Notice							400.00				3,762.26
		Chg	09/15/2019	FC	Finance Charge					100.00						3,862.26
		Chg	10/01/2019	HA	Homeowner Assessment			1,831.13								5,693.39
		Pay	10/05/2019		Payment	-1,831.13	ACH		-1,831.13							3,862.26
		Pay	10/06/2019		Payment - payoff	-3,862.26	001012		-3,362.26		-100.00			-400.00		0.00
		Chg	11/01/2019	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	11/05/2019		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	12/01/2019	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	12/05/2019		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	12/08/2019	RT	Return Item Fee									52.00		52.00
		Rev	12/08/2019		ACHNSF	1,831.13			1,831.13							1,883.13
		Pay	12/20/2019		Payment	-1,883.13	ACH		-1,831.13							0.00
		Chg	01/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	01/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	02/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	02/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	03/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	03/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	04/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	04/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	05/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	05/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	06/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	06/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	07/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	07/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	08/01/2020	HA	Homeowner Assessment			1,831.13								1,831.13
		Pay	08/05/2020		Direct Debit	-1,831.13			-1,831.13							0.00
		Chg	08/14/2020	BO	Window Repair									257.23		257.23
		Chg	08/01/2020	HA	Homeowner Assessment			1,831.13								2,088.36
		Pay	08/05/2020		Direct Debit	-1,831.13			-1,831.13							257.23
		Chg	09/15/2020	FC	Finance Charge					100.00						357.23
		Chg	10/01/2020	HA	Homeowner Assessment			1,831.13								2,188.36
		Pay	10/05/2020		Direct Debit	-1,831.13			-1,831.13							357.23
		Chg	10/15/2020	FC	Finance Charge					100.00						457.23
		Chg	10/28/2020	CA	Collection Adm Fee									125.00		582.23
		Chg	11/01/2020	HA	Homeowner Assessment			1,831.13								2,413.36
		Pay	11/05/2020		Direct Debit	-1,831.13			-1,831.13							582.23
		Chg	11/09/2020	BL	10/17 Initial Demand							350.00				932.23
		Chg	11/15/2020	FC	Finance Charge					100.00						1,032.23
		Chg	12/01/2020	HA	Homeowner Assessment			1,831.13								2,863.36
		Pay	12/05/2020		Direct Debit	-1,831.13			-1,831.13							1,032.23
		Chg	12/14/2020	RT	Return Item Fee									52.00		1,084.23
		Rev	12/14/2020		ACH NSF	1,831.13			1,831.13							2,915.36
		Chg	12/15/2020	FC	Finance Charge					100.00						3,015.36
		Chg	01/01/2021	HA	Homeowner Assessment			1,927.44								4,942.80
		Pay	01/05/2021		Direct Debit	-1,927.44			-1,927.44							3,015.36
		Chg	01/18/2021	BL	11/17 Legal Fees							82.00				3,097.36
		Chg	01/19/2021	BL	12/17 Legal Fees							199.50				3,296.86
		Cr	01/19/2021	BL	Adjust 12/17 Legal							-82.00				3,214.86
		Chg	02/01/2021	HA	Homeowner Assessment			1,927.44								5,142.30
		Chg	02/01/2021	FC	Finance Charge - Jan					100.00						5,242.30
		Pay	02/05/2021		Direct Debit	-1,927.44			-1,927.44							3,314.86
		Chg	02/15/2021	FC	Finance Charge					100.00						3,414.86
		Chg	02/18/2021	BL	1/18 Legal Fees							92.06				3,506.92
		Chg	03/01/2021	HA	Homeowner Assessment			1,927.44								5,434.36
		Pay	03/05/2021		Direct Debit	-1,927.44			-1,927.44							3,506.92
		Chg	03/08/2021	RT	Return Item Fee									52.00		3,558.92
		Rev	03/08/2021		ACH NSF	1,927.44			1,927.44							5,486.36
		Chg	03/15/2021	FC	Finance Charge					100.00						5,586.36
		Chg	03/23/2021	BL	2/18 Legal Review							446.00				6,032.36
		Chg	04/01/2021	HA	Homeowner Assessment			1,927.44								7,959.80
		Pay	04/05/2021		Direct Debit	-1,927.44			-1,927.44							6,032.36
		Chg	04/11/2021	RT	Return Item Fee									52.00		6,084.36
		Rev	04/11/2021		ACH NSF	1,927.44			1,927.44							8,011.80
		Chg	04/15/2021	FC	Finance Charge					100.00						8,111.80
		Chg	05/01/2021	HA	Homeowner Assessment			1,927.44								10,039.24
		Chg	05/15/2021	FC	Finance Charge					100.00						10,139.24
		Chg	06/01/2021	HA	Homeowner Assessment			1,927.44								12,066.68
		Chg	06/13/2021	BL	Collections							474.00				12,540.68
		Chg	06/15/2021	FC	Finance Charge					100.00						12,640.68
		Chg	07/01/2021	HA	Homeowner Assessment			1,927.44								14,568.12
		Chg	07/15/2021	FC	Finance Charge					100.00						14,668.12
		Chg	07/20/2021	BL	6/18 Legal Fees							609.00				15,277.12

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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
		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 rcvd fr a ty							-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	Collection Admin-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
			06/30/2020	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			165,222.81	-113,034.76	6,310.00	-3,210.00	12,633.20	-6,877.08	1,190.23	-377.00	
					Payments Applied			-113,034.76		-3,210.00		-6,877.08		-377.00		
								62,188.06		3,100.00		6,656.12		813.23		
					Less Open Item Report Totals			-57,188.06		-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		200.00
					PROOF			0.00		0.00		0.00		0.00		0.00

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

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

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 [REDACTED]

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

R. R. STEICHEN
[REDACTED] 1013
82-346/1070 01

PAY TO THE ORDER OF

NORTHSTAR BANK
COLORADO
www.northstarbankCO.com

FOR [REDACTED]

DATE: [REDACTED]

DOLLARS

MP

ASHLEY H. STEICHEN

February 05, 2024 - 6:48 PM

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: 102,739-7
Appellate Court Case Title: Randall R. Steichen v. 1223 Spring Street Owners Assoc, et al.

The following documents have been uploaded:

- 1027397_Other_20240205184518SC897489_6693.pdf
This File Contains:
Other - Updated Appendix
The Original File Name was 1027397 Updated Appendix.pdf

A copy of the uploaded files will be sent to:

- adacaracena@rmlaw.com
- christopher.hoover@bullivant.com
- cnye@rmlaw.com
- david@davislawgroupseattle.com
- esado@foum.law
- genevieve.schmidt@bullivant.com
- marison.zafra@leahyps.com
- matt.wojcik@bullivant.com
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- mr@leesmart.com
- mreiten@pstlawyers.com
- mvs@leesmart.com
- nacole.dijulio@bullivant.com
- nmorrow@foum.law
- owen.mooney@bullivant.com
- sfjelstad@pstlawyers.com

Comments:

Sender Name: Ashley Steichen - Email: ashleysteichen@gmail.com

Address:

2565 DEXTER AVE N APT 301

SEATTLE, WA, 98109-1953

Phone: 206-818-6092

Note: The Filing Id is 20240205184518SC897489