

NO. 644980-I

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**IN THE COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON**

WHIDBEY ISLAND BANK,

Appellant,

v.

ZERVAS GROUP ARCHITECTS, P.S.,

Respondent.

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**BRIEF OF RESPONDENT  
ZERVAS GROUP ARCHITECTS, P.S.**

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## I. INTRODUCTION

This matter is an issue of lien priority between Respondent, Zervas Group Architects, P.S. (hereinafter referred to as “Zervas Group”), and Appellant, Whidbey Island Bank (hereinafter referred to as the “Bank”) based on the performance of professional services by Zervas Group. Both Zervas Group and Bank have encumbrances on Bay View Tower LLC’s (hereinafter referred to as “Bay View”) real property located at 1217 N State Street, Bellingham, Whatcom County, Washington (the “Bay View Property”). Zervas Group’s lien has priority over the Bank’s Deeds of Trust pursuant to RCW 60.04.061 and RCW 60.04.031(5) because (1) Zervas Group’s lien for professional services dates back to August 22, 2005, the first date such services were performed, (2) Zervas Group performed professional services eight months before the Bank recorded its first Deed of Trust on the property, and (3) the Bank and its representatives had notice of professional services performed on the property prior to recording its first and second Deeds of Trust on the property. The trial court agreed and granted summary judgment in favor of Zervas Group establishing Zervas Group’s lien priority over the Bank.

## **II. ASSIGNMENTS OF ERROR**

The Whatcom County Superior Court did not err in granting Summary Judgment in favor of Zervas Group based on RCW 60.04.031(5) when it found that Zervas Group's lien had priority over the Bank because the undisputed facts show the Bank had notice of professional services being performed on the property prior to the Bank obtaining and recording its Deeds of Trust on the same property.

## **III. STATEMENT OF THE CASE**

### **A. Statement of Relevant Facts.**

Zervas Group is a professional service corporation providing architectural services in Bellingham, Whatcom County, Washington. CP 715. Zervas Group was approached by Bay View, a developer, to design and engineer a twenty-three story tower with approximately 120 condominiums units, ground floor retail space, and parking for approximately 140 cars located at 1217 N. State Street, Bellingham, Washington (the "Bay View Property"). CP 715-716, 718-732. Zervas Group commenced work on the condominium tower project on August 22, 2005, and continued to provide architectural, design, and engineering services on the project until June 14, 2007. CP 716.

Zervas Group filed its lien on the Bay View Property with the Whatcom County Auditor's Office on July 31, 2007, for the unpaid principal balance amount of Two Hundred Sixty-Nine Thousand Three Hundred Nine Dollars and Twenty Cents (\$269,309.20)(Whatcom County Auditor's File No. 2070704964). CP 716.

In March 2006, Bay View approached the Bank's Burlington Regional Manager and Vice President (Timothy Northrop) and the Bank's Island Regional Manager and Senior Vice President (James Stewart) and requested a "loan for Seven Hundred Fifty Thousand Dollars (\$750,000.00) to fund additional 'soft costs' to continue to move the project through the permitting process with the City of Bellingham." CP 555, 556. "Soft costs" included pre-construction costs on the project such as architectural, engineering, design, feasibility studies, surveys, and renderings. CP 294 (14:16-22), 556.

The Bank knew that Bay View had already incurred Nine Hundred Fifty-Three Thousand Dollars (\$953,000.00) in soft costs on the project. CP 556. Prior to making a loan to Bay View, the Bank met with Bay View, had the property appraised, and was fully aware of the substantial architectural and engineering services

performed on this project. CP 308 (28:3-6), 556-559. The Bank had notice of the following facts prior to making any loan to Bay View:

- That Nine Hundred Fifty-Three Thousand Dollars (\$953,000.00) had already been spent on architectural, engineering and design services. CP 308 (28:3-6), 556.
- That the twenty-three floor condominium on the Bay View Property had been well underway for a year and was ready for permitting in two months. CP 306 – 307, 556 – 557.
- That significant on-site studies had been performed on the property including geotechnical studies. CP 300 (20:10-21), 356.
- That these geotechnical studies positively impacted the value of the property. CP 356.
- That it had viewed and had in its possession renderings of the Bay View Property tower to be constructed, one of which clearly indicated that it was prepared by Zervas Group. CP 301 (21:9-21), 388.
- That it had in its possession a Bellingham Herald newspaper article showing a rendering of the Bay View Property tower to be constructed. CP 301-302, 388.
- That a report by Peterson Appraisal and Consulting Services confirmed that there existed a geotechnical report including that the Bay View Property was suitable for development. CP 414.

With full knowledge of the status of the project and the substantial architectural and engineering costs already incurred, the Bank loaned Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Bay View and later made a second loan in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to Bay View for the

Bay View Property. CP 560-561. The Bank recorded its first Deed of Trust in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) on April 25, 2006, and its second Deed of Trust in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) on August 23, 2006. CP 428, 443.

**B. Statement of Procedural History**

Zervas Group filed a complaint in Whatcom County Superior Court for lien foreclosure arising from professional services it performed for Bay View. CP 860-865. Zervas Group brought a Motion for Partial Summary Judgment concerning only the priority of the liens between Zervas Group and the Bank. CP 812-826. The Bank in its response brief made a *sua sponte* request for partial summary judgment in its favor. CP 540. The court did not address the Bank's late motion and did not reference the Bank's motion in its Order.

The Whatcom County Superior Court granted Zervas Group's Motion for Partial Summary Judgment on October 23, 2009, holding that Zervas Group's lien has priority over the Bank's two Deeds of Trust pursuant to RCW 60.04.061 and RCW 60.04.031(5). The parties stipulated and the Court certified in its order that the summary judgment:

“Involves a controlling issue of law as to the interpretation of RCW 60.04.031(5) as to which there is substantial ground for a difference of opinion and that an immediate review of this Order may materially advance the ultimate termination of the litigation.”

CP 18. The Bank filed a Notice of Discretionary Review with this Court, seeking review of the Order Granting Partial Summary Judgment in favor of Zervas Group. CP 7-15. This Court granted discretionary review.

#### **IV. ARGUMENT**

##### **A. The Standard of Review on Appeal is De Novo**

The appeal of a trial court's summary judgment order is reviewed de novo. *Marincovich v. Tarabochia*, 114 Wn.2d 271, 274, 787 P.2d 562 (1990). The court engages in the same review as the trial court and views the evidence in the light most favorable to the nonmoving party. *Id.* “A trial court must grant a motion for summary judgment if ‘there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.’” *Lake v. Woodcreek Homeowners Ass'n*, \_\_\_ Wn.2d. \_\_\_, 229 P.3d 791, 795 (2010), citing CR 56. In addition, this case involves an issue of statutory interpretation. Statutory interpretation is a question of law, which is reviewed de novo. *Lake v. Woodcreek Homeowners Ass'n*, \_\_\_ Wn.2d. \_\_\_, 229 P.3d 791, 795

(2010), citing *Rozner v. City of Bellevue*, 116 Wn.2d 342, 347, 804 P.2d 24 (1991).

**B. The Legislature Specifically Provided for the Priority of Liens for Professional Services in RCW 60.04.061.**

RCW 60.04.061 provides that liens including liens for professional services attach to real property as of the date that the service commenced and will take priority over a subsequently filed mortgage or deed of trust.

The claim of lien created by this chapter upon any lot or parcel of land shall be prior to any lien, mortgage, deed of trust or other encumbrance which attached to the land after or was unrecorded at the time of commencement of labor or professional services or first delivery of materials or equipment by the lien claimant.

RCW 60.04.061. The statute clearly provides that a lien for professional services will relate back to the date the professional services began and “shall” have priority over any subsequently recorded deed of trust.

Zervas Group commenced its professional services before the Bank recorded its first Deed of Trust. Zervas Group’s lien has priority over the Bank because its lien relates back to the date the professional services were first performed on August 22, 2005, which was eight months prior to the Bank’s recording of its first

deed of trust on April 25, 2006, and a year before the Bank's second Deed of Trust was filed on August 23, 2006.

**C. The Legislature Specifically Provided for the Priority of Liens for Professional Service over a Subsequent Mortgagee when the Mortgagee has Notice of the Professional Services Provided.**

- 1. The legislature permits individuals to file a pre-lien notice of professional services performed, but does not require a notice to be filed in order to preserve priority when the subsequent mortgagee has notice of the professional services being performed.**

RCW 60.04.031(5) gives those who provide professional services<sup>1</sup> the option to record a notice of professional services when their services are not visible from inspection of the real property. RCW 60.040.031(5). The notice of lien is not required, but when not recorded the lien shall be subordinate to a subsequent mortgagee<sup>2</sup> who in good faith acquires an interest in the property for valuable consideration and “without notice of the professional services being provided.”

Every potential lien claimant providing professional services where no improvement as defined in RCW 60.04.011(5) (a) or (b) has been commenced, and the professional services provided are not visible from an inspection of the real property **may** record in the real property records of the county where the property is

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<sup>1</sup> Professional services include architectural and engineering services. RCW 60.04.11(13).

<sup>2</sup> A mortgage also includes the beneficiary of a deed of trust. RCW 60.061.11(8).

located a notice which shall contain the professional service provider's name, address, telephone number, legal description of the property, the owner or reputed owner's name, and the general nature of the professional services provided. If such notice is not recorded, the lien claimed shall be subordinate to the interest of any subsequent mortgagee and invalid as to the interest of any subsequent purchaser if the mortgagee or purchaser acts in good faith and for a valuable consideration acquires an interest in the property prior to the commencement of an improvement as defined in RCW 60.04.011(5) (a) or (b) **without notice of the professional services being provided.... [Emphasis added]**.

RCW 60.04.031(5).

Although Zervas Group did not file a notice of its professional services, the Bank's Deeds of Trust cannot take priority over Zervas Group's lien unless it acquires its interest in good faith "without notice of the professional services being provided."

**2. The term "notice" means knowledge of the performance of professional services, not the filed pre-lien notice.**

When it is necessary for the Court to engage in statutory interpretation, the process is as follows:

The court's fundamental objective in construing a statute is to ascertain and carry out the legislature's intent." Statutory interpretation begins with the statute's plain meaning. Plain meaning "is to be discerned from the ordinary meaning of the language at issue, the context of the statute in which that provision is found, related provisions, and the statutory scheme as a whole." While we look to the broader statutory context for guidance, we "must not add words where the legislature has chosen not to include them," and we must

“construe statutes such that all of the language is given effect.” If the statute is unambiguous after a review of the plain meaning, the court’s inquiry is at an end. But if the statute is ambiguous, “this court may look to the legislative history of the statute and the circumstances surrounding its enactment to determine legislative intent.”

*Lake v. Woodcreek Homeowners Ass’n*, \_\_\_ Wn.2d. \_\_\_, 229 P.3d 791, 796 (2010)(citations omitted). In drafting RCW 60.04.031(5), the legislature set forth how to determine lien priorities between the provider of non-visible professional services and a subsequent mortgagee. If the professional services are visible, no pre-lien notice is required to ensure priority because the visual notice is sufficient to establish priority and RCW 60.04.061 applies. Zervas Group’s services were not visible, and therefore, RCW 60.04.031(5) applies.

The statute clearly states that when non-visible services are performed, the provider of the professional services may file a pre-lien notice containing the professional service provider’s name, address, telephone number, legal description of the property, the owner or reputed owner’s name, and the general nature of the professional services to ensure lien priority over a subsequent mortgagee. RCW 60.04.031(5). However, the legislature further states that priority is lost only when the following occurs:

If **such notice** [the written pre-claim notice] is not recorded, the lien claimed shall be subordinate to the interest of any subsequent mortgagee and invalid as to the interest of any subsequent purchaser if the mortgagee or purchaser acts in good faith and for a valuable consideration acquires an interest in the property prior to the commencement of an improvement as defined in RCW 60.04.011(5) (a) or (b) without notice of the professional services being provided.... **[Emphasis added]**

RCW 60.04.031(5). The legislature specifically references “such notice” referring to the specific written pre-lien notice described above, and sets forth the requirements for lien priority when the pre-lien notice is not filed. When the pre-lien notice is not filed, the subsequent mortgagee will have priority if (1) it acts in good faith, (2) it acquires an interest in the property for valuable consideration, (3) it acquires the property prior to the commencement of an improvement, and (4) without notice of the professional services being provided. The fourth requirement is only general notice of the professional services, not the specific pre-lien notice set forth earlier in the statute.

The legislature does not add superfluous language and we must construe the statute so that all language is given effect. If the legislature simply meant the same pre-lien notice as the “notice” called for in the fourth requirement the statute would be circular and redundant because the legislature has already said that these are

the four requirements that must be met for priority when such pre-lien notice is not filed. If the legislature had intended the term “notice” in the fourth requirement to be the same pre-lien notice, it would have put a period after the third requirement, but it did not.

In addition, the legislature specifically put the term “notice,” ordinary notice, as the fourth requirement. It did not modify the term by stating “such notice” as it did previously in the section when referring to the written pre-lien notice. Therefore, the term “notice” at the end of the statute is to be given its ordinary meaning.

Black’s Law Dictionary defines “notice” as legal notification required by law or agreement, or imparted by operation of law as a result of some fact; definite legal cognizance, actual or constructive, of an existing right or title. “A person has notice of a fact or condition if that person (1) has actual knowledge of it; (2) has received information about it; (3) has reason to know about it; (4) knows about a related fact; or (5) is considered as having been able to ascertain it by checking an official filing or recording.” *Black’s Law Dictionary* (8th Ed.2004). The statute simply states “notice,” and given its ordinary term, that means knowledge of the performance of professional services. There is no question that the Bank had actual knowledge that professional services (architectural

and engineering) were performed on the Bay View Property. It received such information from its borrowers and its own appraisals as found in its loan documentation file. This is the kind of notice the legislature intended so as to enable the lender the opportunity to inquire and protect itself from a possible prior lien claimant.

Finally, the “notice” provided for as the fourth condition to priority is consistent with the overall policy of the legislature to provide priority to lien holders who provide professional services over those who have or could reasonably have notice of the performance of such services. A perfect example is the fact that if the services performed are visible, no pre-lien notice is required. The visual notice of the performance of professional services is sufficient to establish priority, even if the subsequent lien holder does not know who performed the services or exactly what services were performed. This is consistent with RCW 60.04.031(5) where priority of a subsequent mortgagee is only granted when they have no notice of the performance of services. Knowledge of the performance of professional services is sufficient to establish notice and is consistent with statutory construction.

**D. Zervas Group's Lien for Professional Services has Priority over the Bank's Deeds of Trust Pursuant to RCW 60.04.031(5) because the Bank had Notice of the Performance of Professional Services Prior to Obtaining and Recording its Deeds of Trust.**

The Bank's own records and the testimony of its loan officers, Timothy Northrop, Commercial Lending Vice President and Regional Manager for Whidbey Island Bank, (hereinafter "Northrop") and James Stewart, Senior Vice President and Regional Manager of Whidbey Island Bank (hereinafter "Stewart"), disclosed that the Bank had substantial notice that professional architectural and engineering services were performed on the Bay View Property before it provided the first loan. Therefore, the Bank's lien cannot take priority over Zervas Group's lien for professional services.

- 1. The Bank admits it had notice of professional services being performed, including design, architectural and engineering services, prior to making its loans to Bay View and obtaining its Deeds of Trust.**

It is undisputed that the Bank knew that Nine Hundred Fifty-Three Thousand Dollars (\$953,000.00) had been spent on the Bay View Property for substantial architectural, engineering, and design services. Both Stewart and Northrop admit that Bay View told them at their initial meeting that Nine Hundred Fifty-Three Thousand

Dollars (\$953,000.00) had already been spent on architectural, engineering and design services on the property as confirmed by the Bank Loan Overview documents. CP 703, 556, 418. Stewart testified as follows:

- Q. Did they [Bay View] tell you how far along—at the first meeting, do you recall if they told you how far along they had gone on the project?
- A. Well, I don't remember the specifics. Obviously they have gone a long ways. They made a comment that they had invested upward of almost \$1 million toward the project at that point.

CP 35 (15:14-20)

- Q. Were you aware at the time of the first meeting they were—they had hired any architects or engineers to help them with the project?
- A. Let's see, I recall the purpose of our loan was to finance the soft costs, which are loosely described as engineering and design and that type of thing. So that was the purpose of our loan at that time.

CP 36 (16:8-14)

- Q. Okay. And when we go to the next sentence, you were aware that \$953,000, so this is the near million dollars number you were talking about, \$953,000 had already gone into the project in what is termed soft costs, correct?
- A. Uh-huh, yes.
- Q. Those soft costs are architectural, engineer and design; am I correct?
- A. Yes.

CP 47 (27:17-25)

Northrop also testified that he knew Bay View had already incurred almost one million dollars in soft costs and that they had been working on the site for some time.

Q. So you knew at least by April 21 [2006] they [Bay View] had put their own money, \$953,000, into the project?

A. Yes.

CP 307 (27:15-17)

Q. So all I'm saying, you would have known by that time, certainly, they had put \$953,000 into engineering, design, and architectural?

A. Yes.

CP 308 (28:3-6)

In addition, the Bank knew that substantial architectural and engineering services had been performed because it knew the Bay View Property was only a couple months away from permitting, which would have necessitated such services to be performed. The Bank's Loan Overview, dated April 21, 2006, states "[t]he project has been underway for over a year and...they are expecting to submit their project for permitting by June 30<sup>th</sup>." CP 418. Stewart and Northrop both acknowledge that when a project as large as a twenty-three story condominium tower is two months away from permitting, there have been significant architectural, design and engineering services performed to get it to that point.

Q. If they were getting the permits, that means that they had already done the work on the plans and specifications?

A. Yes.

CP 298 (15:15-22); *see also* CP 47 (27:6-16)

Furthermore, the Bank knew that significant on-site geotechnical studies had been performed on the property and that Zervas Group was involved. The Bank's appraisal of the Bay View Property prepared by William T. Follis expressly states "[i]n addition, significant onsite studies have been completed, especially as it relates to geotechnical studies relating to the feasibility and desirability of constructing a large 23 story residential/office complex." CP 356. The appraisal further states "[a]dditionally, the subject property also enjoys the value of a fully completed geotechnical study that further impacts the subject property from a positive valuation standpoint." CP 364. There is no dispute that the Bank had knowledge of professional services performed in obtaining a geological study, and that the study added value to the Bay View Property prior to making its initial loan to Bay View.

Finally, the Bank had knowledge that a geotechnical report on the Bay View Property had been performed because it ordered and was in possession of a second appraisal report that confirmed a geotechnical report was done that found the site was suitable for

the planned development. The Bank ordered a second review appraisal from Peterson Appraisal and Consulting Services to confirm the Follis appraisal. CP 42 (22:8-13). The Peterson appraisal confirmed the Follis appraisal and specifically stated on page 2 that “[t]here exists a Geotechnical Report for a proposed Bay View Tower Development which concludes the subject site is suitable for the proposed development.” CP 155.

**2. The Bank had specific knowledge of Zervas Group’s participation in the project prior to making its loan to the Bank and obtaining its Deeds of Trust.**

The Bank had notice of Zervas Group’s involvement through a design rendering that referenced Zervas Group. Northrop and Stewart admit that they had seen, and had in their possession, a rendering of the Bay View Property tower evidencing that some architectural services had been performed and specifically identifying the rendering as being performed by Zervas Group. At the first meeting the Bank had with Bay View, Stewart was provided with a full color brochure with a rendering of the Bay View Property tower. Stewart stated that he saw a picture brochure, a rendering of the building, “[i]t was attractive – I recall it – I think it was colored, obviously a larger schematic, but I was aware it was 22 or 23 stories. So I recall that.” CP 36 (16:3-4), CP 40 (20:13-23).

Likewise, Northrop admits to seeing pictures of conceptually what the condominium tower would look like and viewed the website. CP 296 (16:18-23).

In addition, the Follis appraisal, provided to the Bank and reviewed by Northrop and Stewart before making the loan to Bay View, had an attachment from Coldwell Banker that featured a picture of the Bay View Property tower with the footnote "Rendering courtesy of Zervas Group Architects." CP 388, 301 (21:1-21). The appraisal further contained an attachment with an article dated October 20, 2005, from The Bellingham Herald depicting a rendering of the Bay View Property tower. CP 391. These renderings of the Bay View Property project were notice to the Bank that someone, and specifically Zervas Group, had performed considerable architectural and design services on this project.

**E. The Bank had a Duty to Inquire as to the Existence of any Possible Lien Holders When it had Notice of the Extensive Professional Services Provided.**

Washington courts have previously held in a claim for lien priority that when a party has notice of services performed and fails to make further inquiry about the possibility of a lien, the party with notice does not take priority. In *Mutual Savings & Loan Ass'n v. Johnson*, 153 Wash. 41, 279 P.108 (1929), Johnson ordered

materials and contractors delivered the materials under the impression that Johnson was the owner of the property. However, Johnson did not become the owner of the property until a couple of weeks after the materials were delivered. A few weeks after the materials were delivered, Mutual Savings & Loan Association executed mortgages for the property and the deed to Johnson was recorded.

The contractor claimed priority because its lien dated back to the date the materials were delivered, and the Bank claimed priority as of the date it recorded the Deed of Trust. The court held that Mutual Savings & Loan:

“had actual knowledge of the fact that work had been commenced several days before the mortgages were executed, and was in a position to fully protect itself and others by refusing to proceed with the loan, or by requiring releases to be obtained from all who had, by their labor and material, begun to improve the property.”

*Mutual Savings & Loan Ass'n v. Johnson*, 153 Wash. 41, 279 P.108 (1929). Mutual Savings & Loan sent an employee to inspect the property prior to approval of the mortgage and the employee witnessed a number of teams at work doing street grading and excavating the basement. The court held that because the loan association ascertained the work was in progress, it was the only

one who could have prevented the possibility of loss and having failed to do so, it should bear the loss. *Id.*

The present case is similar to *Mutual Savings & Loan Ass'n*. The Bank had actual notice that architectural, design, and engineering services had been performed on the property. The Bank's representatives admit that they were aware that the project had been underway for some time and that Nine Hundred Fifty-Three Thousand Dollars (\$953,000.00) had already been spent. Furthermore, the Bank's own appraisals contain explicit notices that geological engineering studies had been performed. The Bank was in a position to prevent the possibility of loss, had notice of professional services rendered, and its failure to do so renders them second in priority to Zervas Group.

**F. Zervas Group is Entitled to an Award of Attorney's Fees and Costs.**

Zervas Group asserted this lien foreclosure action under RCW 60.04, which provides for the recovery of attorney's fees and costs.

The court may allow the prevailing party in the action, whether plaintiff or defendant, as part of the costs of the action, the monies paid for recording the Claim of Lien, costs of the title report, bond costs, and attorney's fees and necessary expenses incurred by the attorney in Superior Court, Court of Appeals, Supreme Court, or arbitration, as the court or arbitrator deems reasonable.

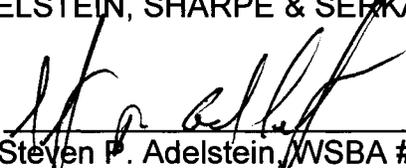
RCW 60.04.181(3). Assuming this court will affirm the trial court's order granting summary judgment and awarding Zervas Group priority over the Bank's two Deeds of Trusts, as the prevailing party, Zervas Group is entitled to an award of attorney's fees and costs incurred in pursuing this action in Superior Court and defending against this appeal. *See Henifin Construction, LLC v. Keystone Construction*, 136 Wn. App. 268, 145 P.3d 402 (2006)(holding subcontractor, as prevailing party in claim for enforcement of lien against property owner, was entitled to reasonable attorney's fees that were incurred at trial and on appeal).

## **V. CONCLUSION**

Based on the Bank's admissions of knowledge, there is no genuine issue of material fact that the Bank and its representatives had notice of the performance of architectural professional services on the Bay View Property project when it made its first and second loans to Bay View. Zervas Group respectfully requests that the court affirm the Superior Court's Order Granting Zervas Group's Motion for Partial Summary Judgment granting Zervas Group priority in its lien over the Bank's two Deeds of Trust.

DATED this 25 day of June, 2010.

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S:\Zervas Group Architects\Lien against Bay View Tower, LLC\WB's Discretionary Review\Response Brief 6-14-10.doc

## CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of June, 2010, I caused to be served true and correct copies of the foregoing Respondent's Brief on the court and counsel as follows:

***Attorneys for Appellant Whidbey Island Bank:***

Mr. Gregory L. Ursich	<input type="checkbox"/>	Personal Service
Ms. Rosemary A. Larson	<input checked="" type="checkbox"/>	U.S. Mail
Inslee, Best, Doezie & Ryder, P.S.	<input type="checkbox"/>	Certified Mail
777 - 108th Avenue NE, Suite 1900	<input type="checkbox"/>	Overnight Mail
Bellevue, WA 98004	<input type="checkbox"/>	Fax #

***Pro Se:***

Bay View Tower, LLC	<input type="checkbox"/>	Personal Service
c/o Will Honea	<input checked="" type="checkbox"/>	U.S. Mail
28022 Buchanan Road	<input type="checkbox"/>	Certified Mail
Sedro Woolley, WA 98284	<input type="checkbox"/>	Overnight Mail
	<input type="checkbox"/>	Fax #

***Pro Se:***

David and Mary Hughes	<input type="checkbox"/>	Personal Service
10896 Madrona Drive	<input checked="" type="checkbox"/>	U.S. Mail
North Saanich, BC V8L 5N9	<input type="checkbox"/>	Certified Mail
CANADA	<input type="checkbox"/>	Overnight Mail
	<input type="checkbox"/>	Fax #

I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 25th day of June, 2010.

  
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DELIA A. WHITE