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No.: 74529-8-I

COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON

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MOUNTAIN HIGH ASSOCIATION OF APARTMENT OWNERS,  
a Washington non profit corporation,

Plaintiff/Respondent,

vs.

SAMUEL D. TURNER and JANE DOE TURNER, husband and wife or state  
registered domestic partners; and LILLIAN L. RAMBUS and JOHN DOE  
RAMBUS, wife and husband or state registered domestic partners,

Defendants/Appellants,

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BRIEF OF RESPONDENT

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## I. INTRODUCTION

Washington law provides a mechanism for a party responding to a motion for summary judgment to request a continuance of hearing on that motion. Washington law also grants trial courts the discretion to decide whether to consider a late-filed, unserved declaration in opposition to a motion for summary judgment.

In this debt collection case, the responding party appeared *pro se* and asked the trial court for, and obtained a continuance of, the hearing, but which continuance preserved the original deadline to file any opposition (11 days before the originally noted hearing date). The responding party failed to file any response by the original deadline, and indeed failed to file any response even by 11 days before the *continued* hearing date.

Instead, the responding party filed a declaration three days before the continued hearing date (admitting the debt but objecting to the amount of attorney fees), but didn't serve the moving party or provide the trial court with a judge's copy.

On the date of the continued hearing, the responding party appeared as well as counsel for the moving party. The responding party *did not* request any further continuance.

The filing of the declaration three days prior came to the attention of the trial court and counsel at the hearing. Moving party objected to

consideration of the declaration, which the trial court sustained. The trial court entered summary judgment in favor of moving party.

The primary issues in this case are straightforward: Whether the trial court was required to consider the late-filed, unserved declaration or, *sua sponte*, order a continuance of the summary judgment hearing under the above facts. The law does not so require.

## **II. RESTATEMENT OF THE ISSUES**

1. Whether the trial court erred in entering summary judgment where there was no genuine issue of material fact? **No.**

2. Whether Washington law required the trial court to *sua sponte* order a continuance of a summary judgment hearing (that had already been continued once upon request of the moving party), and fails to request a second continuance? **No.**

3. Whether the trial court erred in entering summary judgment after sustaining an objection to a declaration filed by the responding party three days before a hearing that had already been continued once upon request of the moving party, and which declaration was not served on opposing counsel or provided to the trial court in advance of hearing? **No.**

4. Whether the trial court erred in entering an award of attorney fees as part of its summary judgment? **No.**

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

#### **A. Facts Relevant to Issues Presented For Review**

##### 1. The Association And Its Declaration of Condominium Lien on the Unit.

Respondent Mountain High Association of Apartment Owners (“Association”) is a Washington nonprofit corporation duly organized pursuant to the Horizontal Property Regimes Act, RCW 64.32, as amended by the Washington Condominium Act, RCW 64.34 (hereinafter referred to as the “Act”) for the operation of Mountain High, a condominium established under the Act. (CP 35-6 (Suppl. Desig. CP Sub No. 1 P. 1-2)). The Association was created under the terms of the Declaration of Condominium recorded in the records of King County, Washington under Recorder’s No. 8005060680, as thereafter amended of record, and under Survey Map and Plans recorded in the records of said County in Volume 43 of Condominiums, Pages 96 through 98, inclusive, as thereafter amended of record (hereinafter collectively referred to as the “Declaration”). (Id; CP 86-92 (Suppl. Desig. CP Sub No. 9 P. 6-12)).

Appellants Samuel D. Turner, a single man and Lillian L. Rambus, a single woman (collectively, “Turner”) holds record title in fee simple to the condominium unit that is the subject of this collection proceeding: Real property commonly known as 303 Southwest 112<sup>th</sup> Street, Unit 411, Seattle, Washington 98148 and legally described as:

Unit 411, Building D, Mountain High, a Condominium, according to the Declaration thereof recorded under King Co. Recording No. 8005060680, and amendment(s) thereto; said unit is located on Survey Map and Plans filed in Volume 43 of Condominiums, at pages 96 through 98, records of King County, Washington;

Situate in the City of Seattle, County of King, State of Washington.

(“Unit”). (CP 36 (Suppl. Desig. CP Sub No. 1 P. 2); CP 42 (Suppl. Desig. CP Sub No. 6 P. 2)).

Pursuant to RCW 64.34.300, RCW 64.34.304 and RCW 64.34.308, the affairs of the Association are managed by a corporate Board of Directors (the “Board”). Id. The Board has the right to levy assessments against all of the condominium units to fund common expenses of the Association (*e.g.*, to maintain, insure and repair condominium common areas), pursuant to RCW 64.34.360. Id.

Reflecting the unique nature of the condominium form of real property, each condominium unit and its unseverable, undivided percentage interests in the common areas (which includes the underlying land) is deemed a discrete parcel of real property. RCW 64.34.224. Id.

The Association has a lien interest in the Unit to secure the obligation to pay such assessments pursuant to RCW 64.32.200(2), RCW 64.34.364(1) and Section 19.1 of the Declaration. CP 87 (Suppl. Desig. CP Sub No. 9 P. 7)).

The obligation to pay such assessments is a personal obligation of the owners of the Unit pursuant to RCW 64.32.200(1), RCW 64.34.364(12) and Declaration Section 19.3. CP 87-8 (Suppl. Desig. CP Sub No. 9 P. 7-8)).

In addition to other collection remedies, the Association is entitled to file an *in personam* action against unit owners seeking a money judgment for unpaid assessments levied against that unit, pursuant to RCW 64.32.200(1), RCW 64.34.364(12) and Declaration section 19.3. Id. The Association is entitled to proceed with an *in personam* action without waiver of its right to later seek foreclosure of its lien. RCW 64.34.364(12); id.

The assessment obligation secured by the Unit has been persistently in default since September 1, 2012. (CP 83-85 (Suppl. Desig. CP Sub No. 9 P. 3-5)). The Association filed suit on June 22, 2015, seeking an *in personam* judgment against Turner for the unpaid statutory assessments. (CP 35-38 (Suppl. Desig. CP Sub No. 1 P. 1-4)).

### **B. Procedure In Superior Court**

The action before the trial court was an *in personam* proceeding seeking a money judgment against Turner for unpaid assessments levied against the Unit owned by Turner (*i.e.*, not for foreclosure of the Association's lien). (CP 35-38 (Suppl. Desig. CP Sub No. 1 P. 1-4)).

Turner appeared *pro se* and filed their Answer. (CP 41-43 (Suppl. Desig. CP Sub No. 6 P. 1-3)). The Association then filed its motion for summary judgment, and noted it for hearing on November 6, 2015. (CP 46-80 (Suppl. Desig. CP Sub No. 8 P. 1-35); (CP 44-45 (Suppl. Desig. CP Sub No. 7 P. 1-2)). Turner then responded to the motion by contacting the trial court and requesting a continuance. (RP 3-4). The trial court granted the continuance, continuing hearing to December 11, 2015, but preserved the original deadline to file any opposition (11 days before the originally noted hearing date). (RP 3-4). Turner failed to file any response by the original deadline, and indeed failed to file any response even by 11 days before the *continued* hearing date. (RP 3-5).

Instead, Turner filed a declaration three days before the continued hearing date (admitting the debt but objecting to the amount of attorney fees), but didn't serve counsel for the Association or provide the trial court with a judge's working copy. (RP 3-5; CP 1-34).

On the date of the continued hearing, December 11, 2015, Turner appeared *pro se*. (RP 2). Turner *did not* request any further continuance. (RP 2-6). The trial court proceeded to hear oral argument from Association counsel on the Association's motion for summary judgment. (RP 6).

The filing of the declaration three days prior came to the attention of the trial court and counsel for the Association for the first time at the

hearing. (RP 3). Counsel objected to consideration of the declaration, which the trial court sustained. (RP 3-5). The trial court then heard Turner's extensive argument in opposition to the motion for summary judgment. (RP 6-17). The trial court sustained the Association's further continuing objection to the extent that any of Turner's argument would be deemed witness testimony. (RP 9-10). Turner's oral argument in substance addressed the content of their rejected late-filed declaration: That they disagreed that the Association should have levied a security deposit assessment in their case, and that they disputed the amount of attorney fees being requested by the Association. (RP 10-12).

The trial court entered summary judgment in favor of the Association. (CP 99-100 (Suppl. Desig. CP Sub No. 13 P. 1-2). Turner did not file any motion for reconsideration, instead filing the instant appeal. (CP 101-104 (Suppl. Desig. CP Sub No. 14 P. 1-4).

#### **IV. ARGUMENT**

##### **A. Standard of Review**

1. Summary Judgment: The Court of Appeals reviews a summary judgment order *de novo*, engaging in the same inquiry as the trial court. *Quadrant Corp. v. Am. States Ins. Co.*, 154 Wn.2d 165, 171 (2005). Summary judgment is proper if, after viewing all facts and reasonable inferences in the light most favorable to the nonmoving party, there are no

genuine issues as to any material fact and the moving party is entitled to judgment as a matter of law. CR 56(c); *Torgerson v. N. Pac. Ins. Co.*, 109 Wn. App. 131, 136 (2001). The interpretation and applicability of a statute presents questions of law reviewed *de novo*. *Quality Food Ctrs. V. Mary Jewell T, LLC*, 134 Wn. App. 814, 817 (2006).

2. Continuance of Summary Judgment Hearing: Appellate review of a trial court grant or denial of a motion for continuance of a summary judgment hearing is under the abuse of discretion standard. *Butler v. Joy*, 116 Wn. App. 291, 299, *rev. denied*, 150 Wn.2d 1017 (2003); *Qwest Corp. v. City of Bellevue*, 161 Wn.2d 353, 369 (2007), *abrogated in part on other grounds*, *Cost Mgmt. Svcs, Inc. v. City of Lakewood*, 178 Wn.2d 635, 647 (2013).

3. Trial Court Rejection of Late-Filed Declaration: Appellate review of a trial court decision to accept or reject an affidavit submitted after a motion for summary judgment has been heard but prior to entry of the formal order is under the abuse of discretion standard. *Brown v. Park Place Homes Realty*, 48 Wn. App. 554, 559(1987); *In re Recall of Reed*, 156 Wn.2d 53, 61 (2005); CR 6(b).

4. Judgment For Attorney Fees: Whether a party is entitled to attorney fees is an issue of law that the Court of Appeals reviews *de novo*. *Ethridge v. Hwang*, 105 Wn. App. 447, 460 (2001). Appellate courts

review the reasonableness of the amount of fees awarded under the abuse of discretion standard. *Ethridge*, 105 Wn. App. at 460.

**B. No Genuine Issue of Material Fact Regarding Unpaid Statutory Assessment Debt and Association Right to Judgment For Same.**

Based upon the record established herein, summary judgment in favor of the Association on its unpaid statutory assessment debt claim was properly granted. There is no genuine issue of material fact that there is an unpaid statutory assessment debt due from Turner *in personam*.

The Association has a lien interest in the Unit to secure the obligation to pay such assessments pursuant to RCW 64.32.200(2), RCW 64.34.364(1) and Section 19.1 of the Declaration. The obligation to pay such assessments is a personal obligation of the owners of the Unit pursuant to RCW 64.32.200(1), RCW 64.34.364(12) and Declaration Section 19.3. (CP 271). In addition to other collection remedies, the Association is entitled to file an *in personam* action against unit owners seeking a money judgment for unpaid assessments levied against that unit, pursuant to RCW 64.32.200(1), RCW 64.34.364(12) and Declaration section 19.3. (CP 272). The assessment obligation secured by the Unit has been persistently in default since September 1, 2012. Turner are the

owners of the Unit. Under all of the foregoing, the trial court properly entered summary judgment on the unpaid assessment debt in favor of the Association.

RCW 64.32.200(2) and RCW 64.34.364(1) *mandate* that every condominium association in Washington has a Declaration of Condominium lien on the units subject to the Declaration of Condominium. RCW 64.32.200(1), RCW 64.34.364(12) and Declaration section 19.3 *mandate* that every owner of a condominium unit is personally liable for unpaid statutory assessments.

Our Legislature deemed it so basic and fundamental a public policy that every condominium association holds a lien on the units subject to that Declaration, and that each unit owner is personally liable for unpaid statutory assessments, that it chose the most direct and plain language to so express that right:

All sums assessed by the Association of apartment owners but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment.

RCW 64.32.200(2); and

(1) The association has a lien on a unit for any unpaid assessments levied against a unit from the time the assessment is due.

\* \* \*

(9) The lien arising under this section may be enforced judicially by the association or its authorized representative in the manner set forth in Chapter 61.12 RCW.

\* \* \*

(12) In addition to constituting a lien on the unit, each assessment shall be the joint and several obligation of the owner or owners of the unit to which the same are assessed as of the time the assessment is due.

RCW 64.34.364 (1), (9), (12). When interpreting a statute, the reviewing court's aim is to ascertain the legislature's intent. *Dep't of Ecology v. Campbell & Gwinn, LLC*, 146 Wn.2d 1, 9-10 (2002). "[I]f the statute's meaning is plain on its face, then the court must give effect to that plain meaning as an expression of legislative intent." *Campbell & Gwinn*, 146 Wn.2d at 9-10. Interpretations that give meaning and effect to every word are favored over those that render parts of the statute redundant or superfluous. *Parents Involved in Cmty. Sch. v. Seattle Sch. Dist. No 1*, 149 Wn.2d 660, 685 (2003), quoting *Cox v. Helenius*, 103 Wn.2d 383, 387 (1985). Applying these canons of construction, the plain meaning of RCW 64.32.200(1), RCW 64.34.364(12) and Declaration section 19.3 is that every condominium unit owner in Washington is personally liable for statutory condominium assessments levied on their particular unit. Thus, even an attempt to establish a condominium scheme that removes that personal liability has been held to be void: The Texas Court of Appeals held that the Texas assessment personal liability statute, analogous to RCW 64.34.364(12), applied to all units subject to the Declaration of Condominium:

[W]e find a strong legislative intent, as established by the specific wording of the statute, that all apartment owners

must pay their *pro rata* share of the maintenance expenses of the condominium regime. When fees are not paid, there is a risk of injury to the public from poorly maintained facilities. . . . Accordingly, we hold the exemption provisions [in a private agreement] are against public policy and, therefore, void.

*Alma Investments, Inc. v. Bahia Mar Co-Owners Ass'n.*, 999 S.W.2d 820, 825-6 (Texas App.1999).

Condominium assessments are due in every case, secured by a lien on every condominium unit at Mountain High Condominium, and are the personal liability of each respective unit owner - that is the law. RCW 64.32.080, RCW 64.34.360(2) and Amended Declaration of Condominium § 19.1 *mandate* that the Plaintiff assess all units *subject to the Declaration of Condominium* for common expenses under the per-unit formula provided in the Declaration. *There are no exceptions.*

Thus, if for any reason a particular unit owner fails to pay his/her share of the common expenses, as represented by the assessments against the subject unit, all the other unit owners must make up the difference. By contesting this statutory assessment collection action, Turner is essentially asking this Court to excuse them from having to shoulder their portion of the common expenses - common expenses that benefit Turner's ownership of the Unit.

The Association's motion for summary judgment was supported by evidence supporting each element of its claims, and upon doing so, Turner "may not rest on mere allegations in the pleadings but must set forth

specific facts showing that there is a genuine for trial.” *W.G. Platts, Inc. v. Platts*, 73 Wn.2d 434, 441-2 (1968); CR 56(e).

Turner argues that “summary judgment is not appropriate where issues of fact include bad faith of a single party,” citing *LaPlante v. State*, 85 Wn.2d 154 (1975). However, nothing in that case supports Turner’s contention: No holding, much less any dicta. *LaPlante* reviewed and upheld a summary judgment denying a negligence claim.

**C. Trial Court Was Not Required to *Sua Sponte* Order a Second Continuance of the Summary Judgment Hearing.**

CR 56(f) authorizes a responding party to seek a continuance of a summary judgment hearing when more time is needed to provide affidavits in opposition. That was not the case here: Turner requested a continuance, but on the basis that they had a time conflict with the originally noted hearing date. The trial court granted the continuance, but advised Turner that the original deadline for filing any response would remain in effect. Turner not only failed to file any response by the original response deadline (11 days before the November 6, 2015 hearing date), but also failed to file any response by 11 days before the December 11, 2015 continued hearing date.

At the continued hearing, Turner appeared and did not request a further continuance. However, it came to light at hearing that Turner had

filed a declaration three days prior, but had not served counsel or provided the trial court a working copy. Counsel for moving party objected, which the trial court sustained.

No Washington law has been located requiring the trial court to *sua sponte* order a continuance of a summary judgment hearing (that had already been continued once upon request of the moving party) where the responding party fails to request a second continuance. Instead, the trial court possessed discretion to decide whether under these facts it would grant any further continuance, whether Turner had requested one at the hearing or not. *Butler v. Joy*, 116 Wn. App. 291, 299, *rev. denied*, 150 Wn.2d 1017 (2003). Because Turner did not request a further continuance at the continued hearing, Turner *waived* any such right to request one. Under all of these facts, the trial court's decision to proceed with the hearing was easily within her discretion.

Turner cites *Lewis v. Bell*, 45 Wn.App. 192 (1986) for the proposition that “the function of the Superior Court was to follow. . . CR 56( c), Rule 56(f), and to ‘make such other order as is just’ and thereby do justice.” Brief of Appellant at 12. Turner's citation appears to imply that the trial court should have *sua sponte* ordered a continuance of the summary judgment hearing. However, *Lewis* does not stand for the proposition Turner implies, that the trial court should have made “such other order as is just” and *sua sponte* ordered a continuance: The *Lewis*

court examined a trial court's exercise of its discretion to deny a properly brought CR 56(f) motion for continuance. In contrast, Turner never brought any CR 56(f) motion, which "provides a remedy for a party who knows of the existence of a material witness and shows good reason why he cannot obtain the affidavit of the witness in time for the summary judgment proceeding." *Lewis*, 45 Wn. App. At 196 (citing *Cofer v. Pierce Co.*, 8 Wn.App. 258 (1973)). Indeed, Turner requested and obtained a continuance of the originally noted summary judgment hearing date on the basis that they had a time conflict. (RP 3-4).

**D. Decision Not To Consider Unserved, Late Filed Declaration Following Grant of Continuance Within Trial Court's Sound Discretion and Easily Supported On These Facts.**

On the date of the continued hearing, December 11, 2015, Turner appeared *pro se*. Turner *did not* request any further continuance. The trial court heard oral argument on the Association's motion for summary judgment. Turner's filing of the declaration three days prior came to the attention of the trial court and counsel for the Association at the hearing. Counsel objected to consideration of the declaration, which the trial court sustained. However, the trial court permitted Turner to present extensive oral argument in opposition to the motion, with the limitation that that argument would not be deemed testimony.

Turner's oral argument in substance addressed the content of their rejected late-filed declaration: That they disagreed that the Association should have levied a security deposit assessment in their case, and that they disputed the amount of attorney fees being requested by the Association. (RP 10-12).

The trial court entered summary judgment in favor of the Association. In doing so, the trial court's decision to reject a declaration filed three days before the continued hearing date (and never served on the moving party or provided to the judge for review), but prior to entry of the formal summary judgment, was a proper exercise of her discretion under *Brown v. Park Place Homes Realty*, 48 Wn. App. 554, 559 (1987) and CR 6(b). Indeed, Turner had already requested and been granted a prior continuance, and was advised by the trial court that the original deadline for filing any response remained in effect. Under all of these facts, the trial court's decision to decline to consider the unserved declaration filed three days before the continued hearing was easily within her discretion.

The trial court permitted Turner to present oral argument, and Turner did so - at length, in substance proceeding with argument on the primary two issues addressed in their rejected declaration - that they disagreed with the amount of attorney fees that the Association was seeking; and that they disagreed that the status of the unpaid assessment account merited the levying of a security deposit assessment under

Declaration Section 19.8. Even if it had been considered by the trial court, *the declaration did nothing to raise any genuine issue of material fact* to defeat the motion for summary judgment: The right to attorney fees is provided by statute and by recorded Declaration provision (RCW 64.34.364(14); Declaration section 19.5); and the right to levy a security deposit assessment is provided by recorded Declaration provision (Declaration section 19.8).

Turner cites *In re Sacco*, 114 Wn.2d 1 (1990) for the proposition that “the trial court must give the non-moving party a “fair opportunity to respond.” Brief of Appellant at 9, 11. However, *Sacco* nowhere addresses such a proposition, in any holding much less in dicta. As succinctly put by the *Sacco* court, the “dispositive issue in this case is whether the trial court must fill out a worksheet [calculating the child support award] and discuss the results of the standard calculation in its decree.” *Sacco*, 114 Wn.2d at 3-4.

**E. Award of Attorney Fees Authorized By Statute And Amount Awarded Was Proper Exercise of Trial Court’s Discretion.**

Turner assigns as error the trial court’s award of attorney fees incurred by the Association in its collection of the unpaid statutory assessment debt. Brief of Appellants at 2.

Washington law provided a statutory basis for the trial court's award to the Association of its attorney fees in the statutory assessment collection lawsuit:

The association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

RCW 64.34.364(14). Notably, that statutory right includes those attorney fees incurred by the Association prior to the filing of the collection lawsuit. Declaration section 19.5 also provides for the recovery of attorney fees incurred in assessment collection.

Under the foregoing, the Association had a statutory right and a right under the recorded Declaration to an award of attorney fees. The trial court's decision as to how much to award in attorney fees was within the trial court's discretion, and that discretion was soundly exercised here. The trial court - not a jury - reviews the itemized attorney fee statements and determines if the actions taken were necessary and reasonable for the controversy presented, and makes its determination as a matter of law. *See, e.g., Rettkowski v. Dept. of Ecology*, 128 Wn.2d 508, 519 (1996) ("The reasonableness of an award of attorneys' fees is reviewed by an appellate court on an abuse of discretion standard. The trial court abuses its discretion only when the exercise of its discretion is manifestly

unreasonable”). The reasonableness of a request for attorney fees depends on the circumstances of each individual case. *Schmidt v. Cornerstone Invs., Inc.*, 115 Wn.2d 148, 169 (1990). As the Association had a right to an attorney fee award, the trial court was required as a matter of law to award a reasonable sum to the Association. *Singleton v. Frost*, 108 Wn.2d 723, 729 (1987) (“An interpretation allowing the trial court to deny recovery of reasonable attorney fees at its discretion or whim would render the statute [RCW 4.84.330] meaningless”).

As detailed in the itemized attorney fee invoices attached to the declaration of counsel subjoined to the Association’s motion for summary judgment, the Association incurred substantial collection attorney fees attempting to collect the statutory assessment debt before finally electing one of its collection remedies, to wit, filing a lawsuit on June 22, 2015 seeking an *in personam* judgment. (CP 53-72 (Suppl. Desig. CP Sub. No. 8 P. 8-27)). Thus, there were substantial attorney fees incurred by the Association both before and after the filing of the lawsuit. Unlike institutional creditors such as banks and credit card issuers, who usually direct their attorneys to commence a lawsuit as the attorneys’ first work on a collection matter, condominium associations will usually have their attorneys attempt a workout with the debtor before filing a lawsuit. The trial court properly exercised her discretion in awarding the Association the quantum of attorney fees provided in the Summary Judgment.

**V. RAP 18.1(B) REQUEST FOR ATTORNEY FEES ON  
APPEAL**

The Association requests that its fees and expenses in this appeal be awarded pursuant to RAP 18.1(b). Applicable law grants the Association a right to recover its attorney fees and expenses on review before the Court of Appeals: Washington law provides for recovery of attorney fees incurred in attempting to recover unpaid condominium assessments:

The association shall be entitled to recover any costs and reasonable attorneys fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment.

RCW 64.34.364 (14). In addition to the foregoing statutory authority, Section 19.5 of the recorded Declaration also provides for the recovery of attorney fees incurred in assessment collection lawsuits.

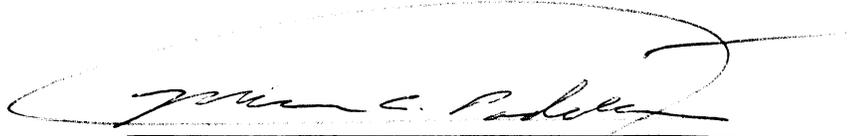
**VI. CONCLUSION**

The trial court properly entered summary judgment in favor of the Association on its statutory assessment debt claims. The Court of Appeals should affirm the decision of the trial court and uphold the Order For Summary Judgment.

As the Association has a right to attorney fees by statute and under the recorded Declaration, the Court of Appeals should award the Association its attorney fees and costs incurred in this appeal.

Dated this 24 day of August, 2016.

LAW OFFICES OF JAMES L. STRICHARTZ

A handwritten signature in cursive script, appearing to read "Michael A. Padilla", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval that extends above and below the line.

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201 Queen Anne Avenue, Suite 400  
Seattle, WA 98109  
Tel. (206) 388-0600  
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Attorneys for Respondent Mountain High  
Association of Apartment Owners, a Washington  
non-profit corporation

CERTIFICATE OF SERVICE

CAROLYN GLAUNER declares and states as follows:

1. I am a paralegal at the law firm Law Offices of James L. Strichartz, am over the age of 18, and am otherwise competent to testify.

2. On the 24<sup>th</sup> day of August, 2016, I deposited with ABC Legal Messengers a true and correct copy of the foregoing Brief of Respondent to be delivered to Appellant on August 24, 2016 at the following address:

Lillian L. Rambus  
303 SW 112<sup>th</sup> Street, #411  
Seattle, WA 98146

Samuel D. Turner  
303 SW 112<sup>th</sup> Street, #411  
Seattle, WA 98146

3. On the 24<sup>th</sup> day of August, 2016, I deposited in the United States Mail, First Class Mail postage prepaid, a true and correct copy of the foregoing Brief of Respondent, addressed to:

Lillian L. Rambus  
303 SW 112<sup>th</sup> Street, #411  
Seattle, WA 98146

Samuel D. Turner  
303 SW 112<sup>th</sup> Street, #411  
Seattle, WA 98146

FILED  
AUG 24 2016  
CLERK OF COURT  
SUPERIOR COURT  
COUNTY OF KING  
SEATTLE, WA

4. On the 24<sup>th</sup> day of August, 2016, I emailed a true and correct copy of the foregoing Brief of Respondent to Lillian L. Rambus at [lrambus@gmail.com](mailto:lrambus@gmail.com).

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

Dated this 24<sup>th</sup> day of August, 2016 at Seattle, Washington

  
\_\_\_\_\_  
Carolyn Glauner, Paralegal