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No. 64498-0-I

COURT OF APPEALS
DIVISION I OF THE STATE OF WASHINGTON

WHIDBEY ISLAND BANK,

Appellant,

v.

ZERVAS GROUP ARCHITECTS, P.S., BAY VIEW TOWER LLC,
DAVID HUGHES and MARY HUGHES,

Respondents.

2010 JUL 28 PM 3:30
COURT OF APPEALS
STATE OF WASHINGTON

APPELLANT'S REPLY BRIEF

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I. INTRODUCTION

The central issue in this appeal is the correct interpretation and application of the phrase "without notice of the professional services being provided" in RCW 60.04.031(5). Regardless of whether the phrase is deemed ambiguous, the term "notice" is properly construed to refer to the recorded notice authorized by RCW 60.04.031(5). Because Zervas failed to record the statutory notice, Whidbey Island Bank's recorded Deeds of Trust are prior to Zervas's professional services lien, which was recorded after the Bank's Deeds of Trust.

Even if the term "notice" is deemed to refer to "knowledge," as argued by Zervas, the knowledge must be of "the professional services being provided." Zervas' interpretation, that the phrase means generalized knowledge that any undefined professional services may have been provided, ignores or alters the language used by the legislature, is contrary to the statute's legislative history, and is inconsistent with the policy behind the professional service lien statutes. As a matter of law, Whidbey Island Bank did not have notice (or knowledge) of the architectural services being performed by Zervas, as required by RCW 60.04.031(5). Therefore, this Court should reverse the Superior Court's Decision, and remand this case for entry of partial

summary judgment in favor of the Bank, ruling that the Bank's Deeds of Trust are prior to any lien of Zervas.

II. AUTHORITY AND ARGUMENT

A. **As a Matter of Law, Under RCW 60.04.031(5), Zervas's Lien Does Not Have Priority over the Bank's Two Deeds of Trust.**

Consistent with Washington's laws governing the recording of real property conveyances, in certain circumstances Chapter 60.04 RCW requires that a pre-lien notice be filed in order for a claimant to preserve its lien priority. If a lien claimant provides "professional services," such as surveying, architectural, or engineering work, no physical improvement has been commenced on the property, and the professional services are not visible from an inspection of the real property, then the lien claimant must record a statutory pre-lien "Notice of Furnishing Professional Services" to preserve its lien priority against subsequent lenders who act in good faith and pay valuable consideration. RCW 60.04.031(5) states:

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 located a notice which shall contain the professional service provider's name, address, telephone number, legal description of 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 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. The notice described in this subsection shall be substantially in the following form:**

RCW 60.04.031(5) (emphasis added).¹

If a statute's meaning is plain on its face, the Court gives effect to that plain meaning as an expression of legislative intent. *Udall v. T.D. Escrow Services, Inc.*, 159 Wn.2d 903, 909, 154 P.3d 882 (2007). The plain meaning of a statute:

is "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."

Udall, 159 Wn.2d at 909; *Griffin v. Thurston County Board of Health*, 165 Wn.2d 50, 55, 196 P.3d 141 (2008).

Read in context, and consistent with Washington's "race/notice" recording system and with the Chapter 60.04 construction lien scheme

¹ RCW 60.04.031(5) then provides a form titled "NOTICE OF FURNISHING PROFESSIONAL SERVICES."

under which most liens do not attach until a physical, on-site improvement is commenced, the term "notice" in the second to last sentence of RCW 60.04.031(5) must refer to the written "Notice of Furnishing Professional Services." The word "notice" is used in at least four other places in RCW 60.04.031(5) to refer to the written "Notice of Furnishing Professional Services." If the legislature intended something other than the statutory written notice, the legislature would have used a different term. Because Zervas failed to record a statutory pre-lien Notice of Furnishing Professional Services, Zervas's lien does not have priority over a lender acting in good faith. Zervas has never asserted that Whidbey Island Bank did not act in good faith. Thus, Zervas's lien does not have priority over Whidbey Island Bank, which recorded its Deeds of Trust before Zervas recorded its lien.

Even if RCW 60.04.031(5) was deemed ambiguous on this point, rules of statutory interpretation require the conclusion that the word "notice" in the second to last sentence of RCW 60.04.031(5) refers to the statutory written "Notice of Furnishing Professional Services." First, liens created under Chapter 60.04 RCW are creatures of statute, are in derogation of common law, and must be strictly construed to determine

whether the lien attaches. *Lumberman's, Inc. v. Barnhardt*, 89 Wn.App. 283, 286, 949 P.2d 382 (1997) (mechanics' and materialmen's lien under Chapter 60.04); *Dean v. McFarland*, 81 Wn.2d 215, 219-20, 500 P.2d 1244 378 (1972). Further, RCW 60.04.900 states that certain lien statutes in Chapter 60.04, including RCW 60.04.031, must be "liberally construed to provide security for all parties intended to be protected by their provisions." The party claiming the benefit of a lien must show that he or she strictly complied with the provisions of the law that created it. *Lumberman's*, 89 Wn.App. at 286; *Schumacher Painting Co. v. First Union Mgmt. Inc.*, 69 Wn.App. 693, 850 P.2d 1361 (1993); *Pacific Gamble Robinson Co. v. Chef-Reddy Food Corp.*, 42 Wn.App. 195, 710 P.2d 804 (1985).

Thus, the requirements in Chapter 60.04 regarding creation and attachment of a construction lien, including the provisions of RCW 60.04.031(5), are strictly construed in the formation and attachment of the lien. Zervas, the lien claimant, has the burden to establish that it strictly complied with RCW 60.04.031(5), including the notice provision. Pursuant to RCW 60.04.900, the notice provisions of RCW 60.04.031(5) are liberally construed in favor of Whidbey Island Bank,

the party intended to be protected by the notice requirement. In its Respondent's Brief, Zervas does not argue that these principles are incorrect or do not apply. See Resp. Brief.

Second, related provisions and related statutes are construed together and in context. *St. v. Alvarez*, 74 Wn.App. 250, 259, 872 P.2d 1123 (1994); *Vaughn v. Chung*, 119 Wn.2d 273, 282, 830 P.2d 668 (1992) (Statutes are read in their entirety, not in a piecemeal fashion). For the reasons discussed above, the word "notice" in the second to the last sentence of RCW 60.04.031(5) must be interpreted to refer to the written, recorded notice described in that statute.

Third, if a statute is ambiguous, legislative history is considered to discern the intent of the legislative body.² Here, the legislative history regarding enactment of RCW 60.04.031 supports the interpretation that if a professional service provider chooses not to record a notice of furnishing professional services, then the professional service provider's

² See *In re Sehome Park Care Center, Inc.*, 127 Wn.2d 774, 778, 903 P.2d 443 (1995) ("legislative history of the statute is an important tool to ascertain intent")(1984); *Delyria v. Wash. St. School for Blind*, 165 Wn.2d 559, 563, 199 P.3d 980 (2009) (if statute is ambiguous, "it is appropriate to resort to aids of statutory construction, including legislative history"); *State v. Gossage*, 165 Wn.2d 1, 7, 195 P.3d 525 (2008) (if statute is ambiguous, "court should not proceed directly to policy reasoning but should first look to the legislative history of the statute to discern and effectuate legislative intent"); *Kitsap County v. Moore*, 144 Wn.2d 292, 298, 26 P.3d 931 (2001).

lien is subordinate to subsequent good faith purchasers and mortgagees. In 1992, the legislature amended a number of provisions in Chapter 60.04, including RCW 60.04.031. Chapter 126, Laws of 1992. Although RCW 60.04.031 was revised to make recording the notice of furnishing professional services discretionary, the legislature did not alter the requirement that the notice must be recorded before the professional service provider obtains priority over good faith purchasers and lenders. The legislative history for the 1992 legislation explains:

Contents of lien notices

... The contents are specified for the notice made by lien claimants who provide professional services before an improvement has commenced. **If the notice is not recorded, the lien is subordinate to the interest of subsequent mortgagee and invalid as to a subsequent purchaser, if both the mortgagee and purchaser acted in good faith.**

H. B. Rep. on Engrossed Senate Bill 6441, 52nd Leg., Reg. Sess. (Wash 1992)(As Passed Legislature). Thus, if the professional service provider chooses not to record the statutory notice, the service provider's lien might be valid as against the then-owner, but the lien will not have priority over subsequent mortgagees or purchasers acting in good faith. See Appellant's Opening Brief, p. 22-25.

In its Respondent's Brief, Zervas emphasizes that RCW

60.04.031(5) uses the word "may," but fails to address this key legislative history, which emphasizes that even after the Legislature amended RCW 60.04.031 to include the word "may," the notice must be recorded in order for the professional service provider to have lien priority over subsequent good faith lenders and purchasers.

There are sound policies for the statutory requirement that a professional services lien claimant whose work does not result in visible on-site improvements must record a pre-lien notice, in order to have priority over subsequent good faith lenders and purchasers. As noted in the Bank's Opening Brief and in the legislative history, services performed by "professional service providers" are often not apparent from inspection of the pertinent real property. For example, preparation of plat maps, environmental studies, and as in this case, architectural plans all occur before any physical structures are constructed or visible alterations to the land occur. In the absence of a recorded notice, purchasers and lenders have no way to know that such work has occurred or to ascertain the existence of such professional service liens against the property, and therefore no way to protect their potential investment. On the other hand, professional service providers are in the

best position to protect their interests, by taking the easy step of recording the simple statutory form, which informs the world that they are performing services in connection with the property. This gives subsequent purchasers and lenders the ability to make informed decisions, and to contact directly potential lien claimants, such as Zervas, to either pay for the prior work or obtain a subordination agreement.

In contrast, the interpretation of RCW 60.04.031 argued by Zervas violates principles of statutory construction and is not supported by the policies behind the professional lien statute. Zervas argues that when the Legislature used the term "notice" in the second to last sentence of RCW 60.04.031(5), the Legislature intended the term to mean "general notice" or "knowledge of the professional services." See Brief of Respondent ("Resp. Brief"), p. 11-12.

First, Zervas relies on a dictionary definition of the term "notice." While dictionary definitions can be one source of determining a statute's meaning, the primary goal of the Court is to determine the legislature's intent. The language must be viewed in context of related provisions and the statutory scheme as a whole. Zervas' interpretation is

not consistent with the manner in which the Legislature used the term "notice" in the other portions of RCW 60.04.031(5). Reading the entire RCW 60.04.031(5) together, the term as used in that statute must refer to the statutory notice of furnishing professional services.

Second, courts interpret statutes in a manner that gives effect to all language used, with no portion rendered meaningless or superfluous.³ Courts cannot add words or clauses to a statute when the legislature has chosen not to include that language.⁴

If the legislature had intended only to require "knowledge," the legislature would have used that term in RCW 60.04.031(5). Instead, the legislature used the phrase "without notice of **the professional services being provided.**" Zervas offers an interpretation that the phrase means "notice that **any** professional services may have been provided." As described in the Bank's Opening Brief, Zervas's

³ *Davis v. Dept. of Lic.*, 137 Wn.2d 957, 963, 977 P.2d 554 (1999); *Parents Involved v. Seattle Sch. Dist.*, 149 Wn.2d 660, 685, 72 P.3d 151 (2003); *Whatcom County v. City of Bellingham*, 128 Wn.2d 537, 546, 909 P.2d 1303 (1996) (ordinance must be construed so all language used is given effect, with no portion rendered meaningless or superfluous).

⁴ *State v. Delgado*, 148 Wn.2d 723, 727, 63 P.3d 792 (2002); *Applied Ind. v. Mellon*, 74 Wn.App. 73, 79, 872 P.2d 87 (1994) (In construing a statute, it is always safer not to add to, or subtract from, the statute's language unless it is imperatively required to make it a rational statute).

interpretation ignores the word "the" and substitutes "any," and ignores the phrase "being provided." App.'s Opening Brief, p. 27-28. The actual language used by the legislature requires that even if the "notice" is not the statutory recorded notice, the "notice" must be of the particular professional services being provided, by the particular service provider. Based on the precise words in the statute, it is **not enough** that the lender had "notice" that **any** professional services would occur, or even that a particular type of service would occur (such as surveying or soils testing). Regardless of whether the notice could be actual or constructive, the notice still must be of **the** professional services being provided.

Zervas argues that because the Developers told the Bank that the Developers had spent funds on undefined "soft costs" for the Bay View Towers project, this satisfies the requirement in RCW 60.04.031(5) that the Bank have "notice of the professional services being provided." See Resp. Brief, p. 12-14, 16. Likewise, Zervas asserts that because the Developers stated that that the project was a few months away from receiving permits from the City of Bellingham, this equates to "notice of the professional services being provided." See Resp. Brief, p. 16. This

interpretation is contrary to the language used in the statute. RCW 60.04.031(5) (requiring notice of "the" professional services "being provided"). And to the extent relevant, although the Developers represented on several occasions that they had paid "out-of-pocket" for prior project costs, they never mentioned the identity of the service providers or the nature of any work performed, other than the geotechnical report. CP 556-558, 561-562, 703, 705. At the time that the Bank was reviewing the loan application, the Developers represented that all prior costs had been paid in full. CP 556, 557, 703.

Zervas also argues that because the Bank received a copy of a geotechnical report prepared by an unrelated firm, this requires the conclusion that the Bank had "notice of the professional services being provided," with respect to Zervas's lien. Resp. Brief, p. 17-8. Again, this position is simply contrary to the language actually used in the statute. Knowledge that an unrelated report has been prepared, by an entirely different firm, in connection with entirely different services, is not notice of "**the** professional services being provided." The geotechnical report did not reference Zervas in any respect.

Courts do not interpret statutes in a manner that leads to absurd

or illogical results. *Whatcom County v. City of Bellingham*, 128 Wn.2d at 547; *Seven Gables Corp. v. MGM/UA Ent. Co.*, 106 Wn.2d 1, 6, 721 P.2d 1 (1986) (“statutory interpretation that renders an unreasonable or illogical consequence should be avoided”). Here, Zervas's position is that the term "notice" in the second to last sentence of RCW 60.04.031(5) means "notice that **any** professional services may have been provided," and that its lien has priority over the Bank's Deeds of Trust based on the facts described above, even though there were no visible signs of work on the property, and the Bank had no knowledge of the purpose of the Developers' expenditures, or the lien claimant's identity or work. This interpretation of RCW 60.04.031 leads to an unreasonable, illogical result that a lender or subsequent purchaser would be deemed to have "notice of **the professional services being provided**" in virtually every case, because some "professional services" are used in virtually every development. This is directly contrary to the policy behind Washington's statutory "race/notice" recording scheme, and renders the "notice" requirement in RCW 60.04.031(5) meaningless.

Zervas alleges that because Bank officials had seen a drawing of a proposed building, the Bank had "specific knowledge" of Zervas's

participation in the project. Resp. Brief, p. 19, citing CP 36, 40, 296. However, this drawing was not attributed to any architectural firm, and in particular gave no indication that Zervas had performed any services in connection with the project. In fact, Zervas does not assert that Zervas was the entity that prepared this sketch. The record does not indicate the level of detail depicted in the drawing, and does not describe the drawing as rising to the level of architectural plans. As a matter of law, this drawing does not constitute "notice" of "the professional services being provided" by Zervas under RCW 60.04.031(5).

Finally, Zervas argues that one small drawing in Coldwell Banker promotional materials that depicted the proposed building with a caption in tiny print stating "Rendering courtesy of Zervas Group Architects," constitutes "notice of the professional services being provided."⁵ Resp. Brief, p. 19. Even under Zervas's interpretation, this vague reference to Zervas is not notice of "the professional services being provided" by Zervas, in a manner that is sufficient to give lien priority to Zervas over all other good faith purchasers and lenders under RCW 60.04.031(5).

⁵ This material containing the small drawing was buried in the property's appraisal report, together with a number of newspaper articles and similar promotional materials on the general topic of development in Bellingham. CP 626.

The drawing is nothing like detailed architectural plans, and gives no indication that Zervas had performed architectural services with a value of \$269,000, the amount claimed in its lien.

Zervas asserts that Whidbey Island Bank had a duty to inquire as to the existence of possible lien holders, citing *Mutual Savings & Loan Ass'n v. Johnson*, 153 Wash. 41, 279 P. 108 (1929).⁶ Resp. Brief, p. 19-21. *Mutual Savings* is easily distinguishable from this case. *Mutual Savings & Loan Ass'n v. Johnson* long pre-dates the enactment of RCW 60.04.031 in 1991, and therefore does not control professional service liens arising under that statute. Professional service liens are now governed by RCW 60.04.031, including the notice provisions in RCW 60.04.031(5).

Moreover, in *Mutual Savings & Loan*, the lender inspected the subject property before approving a mortgage, and witnessed workers performing street grading and excavating on the site. Because the lender had ascertained that work was in progress on the site and actually observed the contractors at work, the lender could have prevented its loss. Having failed to do so, its deed of trust did not take priority over

the lien claimant. *Mutual Savings & Loan*, 153 Wash. at 47.

Thus, *Mutual Savings & Loan* emphasizes that visible on-site work, that is actually observed by a potential lender, can create priority for a construction lien over a recorded deed of trust held by the lender that observed the contractor at work. Here, Zervas's services did not result in visible improvements to the property; in fact, no work had commenced on the subject site. Prior to approving the loan, Whidbey Island Bank inspected the property for the very purpose of determining whether on-site work had commenced, and determined that it had not. The Bank did not have actual notice of any construction activity or other work (and in particular no notice of Zervas's architectural services) based on its physical inspection of the property, and review of the preliminary commitment for title insurance, two separate appraisals, and a geotechnical report.

Zervas fails to address the only Washington case that discusses the pre-lien notice provisions of RCW 60.04.031(5). *McAndrews Group Ltd. v. Ehmke*, 121 Wn. App. 759, 90 P.2d 1123 (2004). In *McAndrews*, a surveyor (a professional service provider) performed

⁶ *Mutual Savings & Loan* is the **only** construction lien case even cited by Zervas in

work on property, placing stakes on the site before a lender recorded its deed of trust. The surveyor did not record a Notice of Furnishing Professional Services under RCW 60.04.031(5). The trial court found that the surveyor's services were not readily visible from a cursory inspection of the property, and granted the lender's motion for summary judgment subordinating the surveyor's lien to the lender's deed of trust. The Court of Appeals reversed, concluding an issue of fact existed as to whether inspection would have revealed evidence of **the surveyor's services**, given the surveying stakes on the property.⁷ Thus, *McAndrews* emphasizes the need for **on-site evidence of the specific professional's services**, absent the recorded notice.

Here, undisputed evidence shows that a Whidbey Island Bank employee inspected the property and found no evidence of any trenching, signs, holes, surveyor stakes, or any other construction activity. CP 559, 660-2. Zervas has never argued that any visible improvements

its Respondent's Brief, other than one case to support its request for attorney's fees.

⁷ The *McAndrews* court focused on the issue of whether RCW 60.04.031(5) even applied to the facts of that case, or whether the surveyor lien claimant fell under RCW 60.04.021. Because a question of fact existed as to whether a site inspection would have revealed the surveyor's services (i.e., whether the services were "visible" or not, which would determine whether RCW 60.04.031(5) would apply), the Court of Appeals reversed the grant of summary judgment. *McAndrews*, 121 Wn.App. at 764-5.

were present on the property. Under *McAndrews*, based on the complete absence of physical evidence of Zervas's work on the property and Zervas's failure to record the statutory Notice of Furnishing Professional Services under RCW 60.04.031(5), Zervas's lien does not have priority over the Bank's two deeds of trust. Even if an exception is made for actual (or even constructive) notice, according to *McAndrews* on-site physical, visible evidence of the specific services for which the lien is claimed would be required in order for the service provider's lien to be superior to a good faith lender's previously recorded deed of trust.

RCW 60.04.031(5) is clear: "notice" required under that statute is the recorded pre-lien Notice of Furnishing Professional Services by the particular firm providing the professional services. Generalized information that a developer spent funds on a project, conducted one unrelated study on the property (a geo-technical report), or might receive permits within several months, is insufficient to put a lender on "notice" of potential lien rights of undefined and undisclosed specific professional service providers. As a matter of law, Zervas's lien cannot have priority over Whidbey Island Bank's two Deeds of Trust. This Court should

Here, it is undisputed that Zervas's services did not result in any visible alterations to the property, or that no physical improvements had commenced on the site.

reverse the Superior Court's grant of summary judgment in favor of Zervas, and remand to the Superior Court for entry of summary judgment in favor of Whidbey Island Bank on the issue of priority.

B. At the Very Least, an Issue of Material Fact Exists as to Whether the Bank Had "Notice of the Professional Services" under RCW 60.04.031(5).

At the very least, an issue of material fact exists as to whether the Bank had "notice of the professional services being provided" under RCW 60.04.031(5), precluding entry of partial summary judgment in favor of Zervas. The facts and all reasonable inferences from the facts must be considered in the light most favorable to Whidbey Island Bank (the non-moving party with respect to Zervas's summary judgment motion). *Bulman v. Safeway, Inc.*, 144 Wn.2d 335, 351, 27 P.3d 1172 (2001); *Hash v. Children's Orthopedic Hospital*, 110 Wn.2d 912, 915, 757 P.2d 507 (1988) (all reasonable inferences must be resolved against the party seeking summary judgment). Zervas, as the party claiming the lien, has the burden to prove that it strictly complied with the provisions of RCW 60.04.031. *Lumberman's*, 89 Wn.App. at 286; *Schumacher Painting Co. v. First Union Mgmt. Inc.*, 69 Wn.App. 693, 850 P.2d 1361 (1993); *Pacific Gamble Robinson Co. v. Chef-Reddy Food Corp.*,

42 Wn.App. 195, 710 P.2d 804 (1985).

Here, the record establishes that the Bank had no "actual" notice of Zervas's services. CP 555-62, 702-5. It is undisputed that Zervas did not record the statutory notice of furnishing professional services. Zervas relies on evidence that the Bank officials knew that in general, "soft costs" had been incurred. But the Developers specifically misled the Bank officials, telling the Bank at the time of the loans that all previously incurred "soft costs" had been paid by the Developers from their own funds. CP 556-562, 703-705. The Developers never mentioned the identity of the persons providing the services behind the "soft costs." *Id.* While the Bank obtained a copy of a geotechnical report (which was identified in the appraisal), the geotechnical report was prepared by a different service provider and did not mention Zervas or the services provided by Zervas. CP 557, 560, 672-93, 704.

Likewise, Zervas points to a drawing of a proposed building. Resp. Brief, citing CP 36, 40, 296. However, the drawing was not attributed to any architectural firm and gave no indication that Zervas performed any services in connection with the project. The record does not indicate the amount of detail depicted in the drawing, and does not

describe the drawing as rising to the level of architectural plans. Zervas does not argue that Zervas prepared this drawing.

Zervas relies on a single, small drawing of a building, included in a promotional article in a Coldwell Banker publication, which was buried in a series of such promotional articles and other general materials attached to the appraisal. CP 627. The reference to the name "Zervas" underneath this single drawing cannot possibly be construed to provide "notice of the professional services being provided" by Zervas under RCW 60.04.031(5), such that Zervas's lien of more than \$260,000 takes priority over the Banks' Deeds of Trust. At the very least, there is an issue of fact as to whether the Bank had "notice of the professional services being provided" by Zervas, requiring reversal of the Superior Court's order granting summary judgment to Zervas.

III. CONCLUSION

Whidbey Island Bank requests that the Court reverse the Decision of the Superior Court, and remand for entry of an order granting summary judgment to the Bank on the issue of priority. In the alternative, the Bank requests that this Court reverse the Decision of the Superior Court, and remand for trial. Pursuant to RAP 18.1 and RCW 60.04.181(3), the Bank also requests an award of its attorneys' fees and

costs incurred in this appeal (and before the Superior Court). See App.'s
Opening Brief, p. 42-44.

DATED this 28th day of July, 2010.

INSLEE, BEST, DOEZIE & RYDER, P.S.

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CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of July, 2010 I caused to be served true and correct copies of the foregoing Appellant's Reply Brief on the court and counsel as follows:

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

DATED THIS 28th day of July, 2010.



Mary Saeyang