

69603-3

69603-3

NO. 69603-3-I

COURT OF APPEALS  
STATE OF WASHINGTON  
DIVISION I

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FRANCINE PALMER-BENJAMIN,

Appellant,

v.

COMPASS HOUSING ALLIANCE,

Respondent.

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**RESPONDENT COMPASS HOUSING ALLIANCE  
RESPONSE BRIEF**

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COURT OF APPEALS  
STATE OF WASHINGTON

**ORIGINAL**

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### **RESTATEMENT OF ISSUES.**

- A. Whether Palmer-Benjamin agreed to findings of fact.
- B. Whether the agreed conclusions of law flowed from the agreed findings of fact and are based on RCW 59.12.
- C. Whether the agreed judgment is founded in the agreed conclusions of law, and is authorized by RCW 59.18.380.
- D. Whether the agreed judgment is binding on the parties where the attorney representing Palmer-Benjamin had express authority to negotiate the agreed judgment and where Palmer-Benjamin signed the agreed judgment.
- E. Whether the Agreed Judgment is based on fraud or misstatement when the parties agreed to the facts.
- F. Whether this eviction is based on non-payment of rent.
- G. Whether Palmer-Benjamin waived her claim of retaliation where she failed to brief it.
- H. Whether CHA should be awarded fees because this appeal is frivolous.

## RESTATEMENT OF CASE.

This case concerns an appeal from an agreed judgment which disposed of an unlawful detainer lawsuit. Palmer-Benjamin was represented by counsel and expressly authorized her attorney to settle this matter. She provides no argument as to why that agreement should be set aside, nor does she complain about her representation. Be that as it may, Palmer-Benjamin appeals her own agreement.<sup>1</sup>

On October 25, 2012, Francine Palmer-Benjamin (“Palmer-Benjamin”) and her attorney Jacob Wicks, together with Compass Housing Alliance (“CHA”), signed and entered an Agreed Findings of Facts, Conclusions of Law and Judgment for unlawful detainer (“Agreed Judgment”). (CP 6-8). Despite Palmer-Benjamin’s agreement, she appeals.

Landlord CHA houses homeless veterans, (CP 1, RP 7)<sup>2</sup> and takes part in the Tax Credit program under the IRS code.<sup>3</sup> Palmer-Benjamin’s

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<sup>1</sup> This Court, Division 1 of the Court of Appeals, does not permit motions on the merit, and so CHA could not move to dismiss based solely on the ground that the agreement should be enforced. A full brief is provided.

<sup>2</sup> The Report of Proceedings was not served on CHA, but it was retrieved from the Court of Appeals on June 25, 2013. The Report, page 7, lines 19 and 20 should state that CHA houses homeless “vets” instead of “rats.”

<sup>3</sup> Opening Brief, attachment “Lease.” Palmer-Benjamin attached to her Brief what appears to be part of her rental agreement with CHA, and a “Tax Credit Lease Rider.” (“Rider”). Only the Rider’s signature page is included in the Clerks Papers. (CP 23) These documents are not part of the record because the parties agreed to the resolution of the case. Nevertheless, the court may consider them pursuant to Rap 9.10. CHA has no objection to the court considering the Rider, as it was the subject of the 10-day Notice on

tenancy commenced on or about August 6, 2011. Id.<sup>4</sup> Essential to the Tax Credit program and pursuant to the Tax Credit Lease Rider (“Rider”), Palmer-Benjamin was required to recertify her income eligibility to reside in CHA housing once every twelve months. Id.

In the thirteenth month of the tenancy, on August 24, 2012, CHA issued a 10-Day Notice to Comply or Vacate, (“Notice”), RCW 59.12.030(4), requiring Palmer-Benjamin to complete the recertification process or to vacate. (CP 3). Palmer-Benjamin failed to fill out the recertification paperwork and she did not vacate the premises. (CP 7).<sup>5</sup> A summons and complaint for unlawful detainer was served. (CP 1-3).<sup>6</sup> Palmer-Benjamin Answered and a hearing to show cause why a writ of restitution should not issue was scheduled.<sup>7</sup>

On October 25, 2012, Palmer-Benjamin, through attorney Jacob Wicks, (CP 8, RP 7)<sup>8</sup> negotiated a compromised settlement in which the parties agreed to findings of facts, conclusions of law and judgment. The

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which the Complaint was based, and it was the subject of negotiations at the trial court level.

<sup>4</sup> Opening Brief, at 4. “Rider,” dated August 6, 2011. (CP 23).

<sup>5</sup> Agreed Findings of Fact IV. “On August 24, 2012, there was served upon defendant(s) in the manner provided in RCW 59.12.040 a ten-day notice to comply or vacate the premises. Defendant(s) did not comply with the notice within the time period allowed by law and is/are unlawfully detaining the premises.”

<sup>6</sup> The Complaint is dated September 18, 2012 (CP 2) and was filed with the court the same day (CP 1). The Summons is not designated in the clerk’s papers. Service of process is not contested.

<sup>7</sup> The Answer and the Order to Show Cause have not been designated.

<sup>8</sup> Mr. Wicks’ Notice of Appearance has not been designated. They will be included in a supplement to clerk’s papers as permitted by RAP 9.6(a).

Agreed Judgment included the following: (1) Palmer-Benjamin failed to comply with the Notice and she was unlawfully detaining the premises; (2) a agreement that the sheriff would not conduct a physical eviction for more than three weeks, to allow Palmer-Benjamin time to vacate; (3) an agreement that attorneys fees and court costs were reasonable but collection was reserved to a future forum, and; (4) a reservation to a future forum of a dispute regarding rent in the amount of \$296.00. (CP 6-8, RP 3, 7-8). The Agreed Judgment entered. (CP 5).

On November 2, 2012, Palmer-Benjamin set a hearing to stay enforcement of the writ of restitution for November 9, 2012. The motion was denied on the ground that Palmer-Benjamin agreed to the judgment. (CP 12, 13, RP 5, 8, 9). Palmer-Benjamin Appeals.

## **ARGUMENT.**

### **A. Standard of Review and Burden of Proof.**

The record consists entirely of written material and argument; therefore this court stands in the same position as the trial court and reviews the record de novo. Hous. Auth. v. Pleasant, 126 Wn.App. 382, 387, 109 P.3d 422, 424 (2005). At a hearing to show cause why a writ of restitution should not issue, the plaintiff must show by a preponderance of the evidence its right to possession. Pleasant, 126 Wn. App at 392, 109

P.3d at 427. CHA proved by preponderance that it was entitled to possession, because CHA and Palmer-Benjamin agreed to the findings of fact, conclusions of law, and judgment which awarded possession to CHA.

1. **Agreed Findings of Fact.**

“An appeal court will not disturb a trial court's findings of fact if they are supported by substantial evidence, and unchallenged findings of fact become verities on appeal.” Humphrey Indus., Ltd. v. Clay St. Assocs., 176 Wn.2d 662, 675 (2013). The trial court was not asked to resolve any factual dispute, rather Palmer-Benjamin agreed to the following facts: She rented from CHA the premises described in the complaint;<sup>9</sup> she was in possession of the premises;<sup>10</sup> she owed monthly rent in the amount of \$443.90, through November 15, 2015, the date before the sheriff could conduct a physical eviction,<sup>11</sup> and; she was served pursuant to RCW 59.18.040 a 10-day notice to comply or vacate and she failed to either comply or to vacate.<sup>12</sup> (CP 7). Palmer-Benjamin has not challenged any finding of fact, and thus each agreed finding is a verity here.

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<sup>9</sup> CP 7, Findings of Fact I.

<sup>10</sup> CP 7, Findings of Fact II.

<sup>11</sup> CP 7, Findings of Fact III.

<sup>12</sup> CP 7, Findings of Fact IV.

2. **Agreed Conclusions of Law.**

Conclusions of law are reviewed de novo and must flow from the findings of fact. In re Disciplinary Proceeding Against Ferguson, 170 Wn.2d 916, 934 (2011). Palmer-Benjamin agreed the court should conclude that judgment would enter against her and a writ of restitution should issue. (CP 7). The findings of fact support this conclusion of law.

The conclusion of law is based the definition of unlawful detainer. RCW 59.12.030(4) defines unlawful detainer as failing to comply with a non-rent term of tenancy after receiving ten-days notice to comply or to vacate. The statute provides:

A tenant of real property for a term less than life is guilty of unlawful detainer . . . . When he or she continues in possession in person or by subtenant after a neglect or failure to keep or perform any other condition or covenant of the lease or agreement under which the property is held . . . than one for the payment of rent, and after notice in writing requiring in the alternative the performance of such condition or covenant or the surrender of the property, served (in manner in RCW 59.12.040 provided) upon him or her . . . shall remain uncomplied with for ten days after service thereof. . .

RCW 59.12.030(4). Palmer-Benjamin did not complete a yearly recertification of her income eligibility for CHA housing. (CP 3, 23). She served the Notice requiring recertification, and she failed to comply. (CP 7). Having failed to comply or vacate Palmer-Benjamin was unlawfully detaining the premises.

Therefore a judgment should enter against her and a writ should to restore possession of the premises to CHA.

Palmer-Benjamin agreed with the conclusion of law. That conclusion flows from and is supported by the agreed findings of fact.

3. **Agreed Judgment.**

Palmer-Benjamin agreed to the judgment for unlawful detainer. She agreed a writ of restitution should issue and a monetary judgment for the agreed amounts should enter. (CP 20).

RCW 59.18.380 authorizes the trial court to enter a judgment and issue a writ of restitution at a show cause hearing. The statute provides in relevant part:

. . . if it shall appear that the plaintiff has the right to be restored to possession of the property, the court shall enter an order directing the issuance of a writ of restitution, returnable ten days after its date, restoring to the plaintiff possession of the property and if it shall appear to the court that there is no substantial issue of material fact of the right of the plaintiff to be granted other relief as prayed for in the complaint and provided for in this chapter, the court may enter an order and judgment granting so much of such relief as may be sustained by the proof. . . .

RCW 59.18.380 (in part). Hartson Partnership v. Goodwin, 99 Wn.App. 227, 230 – 31. 991 P.2d 1211 (2000) (“The court, sitting without a jury, determines whether the landlord is entitled to a writ of restitution”). Based on the Agreed Judgment, the trial court was correct in determining CHA was entitled to possession of the premises and that there was no material issues of

fact for other relief requested in the complaint. RCW 59.18.380. The court did not err in ordering the clerk to issue a writ of restitution to issue and entering the agreed judgment against Palmer-Benjamin.

CHA has met its burden to show by a preponderance that it was entitled to possession of the premises and that a judgment should enter against Palmer-Benjamin. Palmer-Benjamin agreed to the findings, conclusions and judgment. The trial court did not err in entering judgment against Palmer-Benjamin and issuing a writ of restitution based on her agreement.

Palmer-Benjamin seems to contest the fact that the commissioner who denied her motion to stay enforcement of the writ of restitution did not read her motion. (RP 9). However, the court ruled that there was no basis to grant her motion, because she agreed to the order. (RP 5, lines 2-3). This was not error for the same reasons the trial court which entered the agreed order did not err. Further, her argument is not supported by citation to the record, as the motion is not designated. The court need not consider any argument not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

**B. Palmer-Benjamin is Bound by the Agreed Judgment.**

CHA and Palmer-Benjamin, each represented by an attorney, negotiated a settlement to this unlawful detainer lawsuit. This Settlement was reduced to writing and was signed by Palmer-Benjamin and by both attorneys. She does

not contest that her attorney had express authority to settle the lawsuit, or that she was misinformed.

Jacob Wicks represented Palmer-Benjamin in negotiating a settlement to this law suit. (CP\_\_).<sup>13</sup> An attorney's authority must be express and the client must be informed when the attorney bargains on behalf of a client. "Absent express authority or informed consent or ratification, attorneys may not waive, compromise, or bargain away a client's substantive rights." See, Graves v. P.J. Taggares Co., 94 Wn.2d 298, 303, 616 P.2d 1223, 1227 (1980), citing Morgan v. Burks, 17 Wn. App. 193, 563 P.2d 1260 (1977). Although Palmer-Benjamin contests the ten-day notice, she waived that ability by agreeing to the judgment. She expressly authorized Mr. Wicks to settle the lawsuit, as evidenced by her own signature and Mr. Wicks Notice of Appearance.

RCW 2.44.010 and CR 2A authorize attorneys to settle proceedings. "The purpose of the cited rule and statute is to avoid such disputes and to give certainty and finality to settlements and compromises, if they are made." Eddleman v. McGhan, 45 Wn.2d 430, 432, 275 P.2d 729 (1954) (discussing predecessor to CR 2A), cited by Condon v. Condon, 177 Wn.2d 150, 157, 298 P.3d 86, 89 (2013). The statute provides:

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<sup>13</sup> Notice of Appearance. Mr. Wicks' Notices of Appearance has not been designated. It will be included in a supplement to clerk's papers as permitted by RAP 9.6(a).

An attorney has authority to bind his or her client in any of the proceedings in an action or special proceeding by his or her agreement duly made, or entered upon the minutes of the court; but the court shall disregard all agreements and stipulations in relation to the conduct of, or any of the proceedings in, an action or special proceeding unless such agreement or stipulation be made in open court, or in presence of the clerk, and entered in the minutes by him or her, or signed by the party against whom the same is alleged, or his or her attorney.

RCW 2.44.010(1). The rule provides

No agreement or consent between parties or attorneys in respect to the proceedings in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and assented to in open court on the record, or entered in the minutes, or unless the evidence thereof shall be in writing and subscribed by the attorneys denying the same.

CR 2A. The Agreed Judgment was signed by Jacob Wicks, Palmer-Benjamin's attorney, by Palmer-Benjamin, and by the attorney for CHA. A compromise was made in reaching this settlement. The physical eviction date was extended to accommodate Palmer-Benjamin's request for time to vacate (CP 8),<sup>14</sup> costs and fees were found reasonable but were not awarded in the judgment (CP 6 - 8), and the principle was reduced by \$296.00 to allow Palmer-Benjamin to argue she didn't owe rent because her tendered was rejected. (CP 6 - 8, RP 7). CHA and Palmer Benjamin compromised their claims in when they signed the Agreed Judgment.

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<sup>14</sup> Judgment, Section I., directs the sheriff to conduct a physical eviction within ten days. This language tracks RCW 59.18.380, *infra*. The Judgment also extends the time for enforcement if the sheriff is unable to conduct the eviction within the agreed time period.

They are bound to the agreement judgment because it was signed by counsel and was presented in court.

**C. There is no Fraud or Misstatement in the Agreed Judgment.**

Palmer-Benjamin was required to recertify her income eligibility for housing. She was reminded of this requirement in June. (CP3), but by the thirteenth month of tenancy, she had yet to recertify. *Id.* Be that as it may, Palmer-Benjamin asserts that the Notice is fraudulent because first paragraph of the Notice stated she was required to complete the recertification *prior* to the month anniversary of her commencing tenancy. (Brief, at 7, CP 3). This argument contradicts the Agreed Judgment, it ignores the documents in the record, and it ignores the actual facts of the case. Palmer-Benjamin presents her assertion without a reasoned argument or analysis, and without legal authority or citation to the record. The court need not consider any argument not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). “Passing treatment of an issue or lack of reasoned argument is insufficient to merit judicial consideration.” Palmer v. Jensen, 81 Wn. App. 148, 153, 913 P.2d 413 (1996), remanded on other grounds, 132 Wn.2d 193, 937 P.2d 597 (1997). The court ordinarily will not give

consideration to such errors unless it is apparent, without further research, that the assignments of error presented are well taken. DeHeer v. Seattle Post Intelligencer, 60 Wn.2d 122, 126, 372 P.2d 193 (1962). The court should not consider Palmer-Benjamin's claim.

All arguments Palmer-Benjamin raises here about the Notice were brought up in the two and a half hours of negotiations between the parties' counsel. (RP 7, 8). Those arguments were resolved during negotiations, and by entering the Agreed Judgment.

There is no factual basis for Palmer-Benjamin's allegation of fraud. The Notice contradicts her argument, because the paragraph entitled "Annual Recertification," incorporates the Rider language, "at least once every twelve months." (CP 3, Rider). Further, Palmer-Benjamin never recertified. Her tenancy commenced August 6, 2011. (CP 23). The twelfth month ended August 5, 2012, the date the recertification was due. (CP 3). Even though Palmer-Benjamin was reminded of the recertification requirement during the tenancy period, in June, the Notice issued August 24, 2012, after her the first twelve months of tenancy. Id. The Notice expired September 4, 2013. Id. Having failed to comply timely with the Notice, Palmer-Benjamin failed to recertify as required by the Rider and she was unlawfully detaining the premises. RCW 59.12.030(4). The Notice issued and expired during the thirteenth month

of tenancy. Palmer-Benjamin's claim of fraud based on has no basis in fact.<sup>15</sup>

Palmer-Benjamin's sole legal argument and authority regarding fraud rests on a definition regarding State public assistance. (Brief, at 4).<sup>16</sup> There are no state benefits at issue in this matter. Regardless, Palmer-Benjamin fails to provide any analysis of the elements of fraud, and the misstatement she complaint about is her own. "Fraud is never presumed, and failure to prove any one of the nine stated elements of fraud is fatal to recovery." Markov v. ABC Transfer & Storage Co., 76 Wn.2d 388, 395, 457 P.2d 535 (1969). Palmer-Benjamin does not address any element of fraud except to allege that the statement that she was required to recertify is a misstatement of current fact. Having failed to address any other element, her claim fails. A misstatement of a current fact is an element of fraud. Markov, supra. However, this alleged misstatement is her own. Palmer-Benjamin agreed to Finding of Fact IV, that she was properly

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<sup>15</sup> Palmer-Benjamin's assertion that CHA never provided her with the recertification paperwork is also without merit. The packet was provided directly to Palmer-Benjamin while she was in her case worker's office, and that case worker appeared to offer testimony at the November 9, 2012 hearing. (RP 7). No testimony was taken, however, as the commissioner declined to rule on a motion to vacate an agreed order (RP 9).

Palmer-Benjamin also tries to make hay out of the statement the recertification process faced "a small complication because she brought an anti-harassment case against the landlord" denying that she brought such a case. (RP 6, Brief 8), The anti-harassment case, was brought against the landlord manager, Peter Madril, under King County District Court number 125-03040, its denial was appealed to King County Superior Court under cause 12-2-28706-6 SEA. The appeal was dismissed March 1, 2013.

<sup>16</sup> Brief at 4. RCW 77.04.04 defines fraud in RCW 77.04 "Public Assistance, General Provision – Administration."

served and failed to comply with the Notice. Palmer-Benjamin's fraud based only on an allegation of a misstatement of current fact has no basis in law.

Palmer-Benjamin's fraud and misstatement claim is presented in a passing manner, without argument or authority, it has no basis in law or in fact, and it is contrary to the Agreed Judgment. The court should not consider this claim.

**D. This eviction is not based on non-payment of rent.**

This eviction is based on a 10-day Notice to Comply or Vacate, requiring Palmer-Benjamin to recertify her income eligibility for CHA housing. (CP 1, 3, 7). The argument that a notice to pay rent or vacate is required to terminate tenancy has no basis in fact or in law, and it is presented without argument or authority. The court need not consider any argument not supported by citation or authority. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). The court should disregard this claim.

Palmer-Benjamin claims she was not in default for rent because she tendered it by mail. (CP 17, Brief 10). However, her tender was rejected and the rent was returned to prevent CHA from waiving its ability to proceed with this lawsuit. (RP 7). See, Wilson v. Daniels, 31 Wn.2d 633, 639, 198 P.2d 496 (1948) ("if a landlord accepts rent with full

knowledge that the tenant has breached the lease, the landlord waives the right to declare a forfeiture of the lease because of that breach”). Although Palmer-Benjamin still owes CHA this rent money, the issue was resolved when CHA agreed to reserve the argument to a future forum. (CP 6-7). Regardless, this eviction is not based on non-payment of rent. It should be disregarded.

**E. The claim of retaliation has been waived.**

In her notice of appeal, Palmer-Benjamin claims this eviction is retaliatory. Palmer-Benjamin did not brief or argue this claim and it is deemed waived. An assignment of error in a notice of appeal which has not been briefed or argued is waived. Hollis v. Garwall, Inc., 137 Wn.2d 683, 689 n.4, 974 P.2d 836 (1999), Kadoranian v. Bellingham Police Dept., 119 Wn.2d 178, 191 (1992).

**F. CHA should be awarded fees and costs.**

CHA requests an award of reasonable attorneys’ fees, costs and expenses incurred on review pursuant, RCW 59.18.290(2), and on grounds that this appeal is frivolous. RAP 18.1, RAP 18.9, RCW 4.84.010, 4.84.185.

CHA is entitled to a fee and cost award under the Residential Landlord Tenant Act. Generally, when there is a basis for an award of attorney fees in the trial court, the party may also be awarded fees on

appeal. Landberg v. Carlson, 108 Wn.App. 749, 758, 33 P.3d 86 (2002).

RCW 59.18.290(2) authorizes an award of fees and costs when the tenant holds over past the termination of tenancy. The statute provides:

It shall be unlawful for the tenant to hold over in the premises or exclude the landlord therefrom after the termination of the rental agreement except under a valid court order so authorizing. Any landlord so deprived of possession of premises in violation of this section may recover possession of the property and damages sustained by him or her, and the prevailing party may recover his or her costs of suit or arbitration and reasonable attorney's fees.

RCW 59.18.290(2). Although the parties agreed not to include fees and costs in the Agreed Judgment, (CP 6, 8, RP 7), CHA is entitled to costs and fees here under RCW 59.18.290(2). The trial court was authorized under this statute to award attorney fees and costs. It reviewed the amounts and, on the parties' agreement, concluded they were reasonable. (CP 7). Moreover, the court granted additional fees at the November 9, 2012 hearing. (CP 12). CHA requests this court to grant an award of fees or costs for defending this appeal

CHA is entitled to award of its attorneys' fees, costs and expenses in this appeal on grounds that this appeal is frivolous. The appellate rules authorize requests for attorney fees and costs if applicable law grants recovery. RAP 18.1(a). RAP 18.9(a) allows this court to award terms of fees and costs to defend a frivolous appeal. The rule provides:

“the appellate court on its own initiative . . . may order a party . . . who files a frivolous appeal . . . to pay terms or compensatory damages to any other party who has been harmed . . .”

RAP 18.9(a). RCW 4.84.010 provides for award of costs and expenses to the prevailing party. RCW 4.84.185 provides for an award of expenses including attorney fees, to the prevailing party if the claim brought was frivolous.

In any civil action, the court having jurisdiction may, upon written findings . . . require the non-prevailing party to pay the prevailing party the reasonable expenses, including fees of attorneys, incurred in opposing such action

RCW 4.84.185. “An appeal is frivolous if there is no debatable issue upon which reasonable minds might differ and it is so totally devoid of merit that there was no reasonable possibility of reversal.” Streater v. White, 26 Wn.App. 430, 435, 613 P.2d 187 (1980). This appeal is frivolous. Palmer-Benjamin was represented by an attorney who had express authority to negotiate a settlement to this law suit. Palmer-Benjamin and her attorney signed the Agreed Judgment. She identifies no dispute about the agreement, nor does she present any authority or argument as to why it should be set aside. Her claim of fraud and misrepresentation are presented without authority, without argument, and without regard to the fact that she agreed to the same judgment that she appeals. Palmer-Robinson puts forward no issues, no facts, and no argument which would

require reversal. CHA respectfully requests an award of costs, fees and expenses.

**CONCLUSION.**

This appeal should be denied. There is no basis to disturb the Agreed Judgment. There is no basis in law or in fact that the Agreed Judgment is based in fraud or on a misstatement. This case is not based on nonpayment of rent. This appeal is frivolous and CHA requests an award of costs and fees.

DATED this 16<sup>th</sup> day of July 2013.



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NO. 69603-3-I

COURT OF APPEALS  
STATE OF WASHINGTON  
DIVISION I

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FRANCINE PALMER-BENJAMIN,

Appellant,

v.

COMPASS HOUSING ALLIANCE,

Respondent.

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**RESPONDENT COMPASS HOUSING ALLIANCE  
CERTIFICATE OF SERVICE  
OF RESPONSE BRIEF  
SUPPLEMENTAL DESIGNATION OF CLERKS PAPERS**

---

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ORIGINAL

Declaration of Service

Michael Walsh, upon oath and duly sworn, states the following is true and correct to the best of his knowledge and belief.

On July 16, 2013, I placed in the U.S. Mails, postage prepaid, a copy each of:

Compass Housing Alliance's Response Brief, and

Supplemental Designation of Clerk's Papers

addressed to:

Francine Palmer-Benjamin  
8331 Wabash Ave. S., Apt #2  
Seattle, WA 98118

DATED this 16<sup>th</sup> day of July 2013, at Seattle, Washington.

PUCKETT & REDFORD



Michael S. Walsh WSBA No. 29352  
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