

SUPREME COURT
OF THE STATE OF WASHINGTON

AllianceOne Receivables Management, Inc.

v.

William Carl Lewis, Jr., et ux.

BRIEF OF APPELLANT

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
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ORIGINAL

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ASSIGNMENT OF ERROR

Assignments of Error:

1. The Spokane County District Court erred by refusing to award attorney fees and costs to the Defendant.
 - a. Pursuant to RCW 4.84.250 and RCW 4.84.270, in a case in which the Plaintiff pled \$550.77 and which the Plaintiff recovered nothing, the Spokane County District Court erred by refusing to award attorney fees and costs to the Defendant, after the court dismissed the case pursuant to Plaintiff's motion pursuant to CRLJ 41.
 - b. Where Plaintiff voluntarily dismissed the case pursuant to CRLJ 41. *May 4, 2012, Decision on Reconsideration Motion, p. 4.*
2. The Spokane County District Court erred by refusing to enter findings and conclusions in support of its refusal to award attorney fees and costs. *May 4, 2012, Decision on Reconsideration Motion, p. 2.*
3. In a case where the Plaintiff pled less than \$10,000 and recovered nothing, the Spokane County District Court erred by ruling that "[i]n order for the attorney fee provision to engage, there must have been an offer of settlement.". *May 4, 2012, Decision on Reconsideration Motion, p. 3.*

STATEMENT OF THE CASE

Nature of the Case and Course of Proceedings

A. Proceedings Below related to Costs and Attorney fees

On May 4, 2012, the court determined that “a CRLJ 41 dismissal does not effectuate costs and attorney fees”, that RCW 4.84.250 requires an “offer of settlement” by the defendant , that RCW 4.84.250 only applies if a “final judgment” had been entered, that “findings and conclusions are not required when attorney fees are denied”. *May 4, 2012, Decision on Motion for Reconsideration, p. 4, 3, 2.* On March 30, 2012, the court had ruled (over the objection of the defendants) that the case would be dismissed “without costs”. *March 30, 2012, Order of Dismissal; April 12, 2012 Transcript of March 30, 2012 Hearing.*

On February 27, 2006, AllianceOne filed the Summons and Complaint on February 27, 2006, alleging three low dollar claims with an aggregate total amount of Five Hundred Fifty Dollars and Seventy-Seven cents (\$550.00). *Feb. 27, 2006, Summons; February 27, 2006, Complaint, p. 2, lines 1-9¹.* AllianceOne was also seeking statutory attorney fees. *Id.* The Lewis defendants denied owing any money on any of the claims indicating that one of the claims had been “paid in full” prior to the filing

¹ The Spokane County District Court clerk did not issue clerk’s paper numbers. Appellant was instructed by the administrative staff of this court to cite by date filed and document name.

of the lawsuit. *June 21, 2011, Answer to the Complaint*. All three claims were barred by the relevant Statute of Limitations.

On December 16, 2011, the court dismissed two of the three claims (Kootenai Electric Co-operative \$103.00 “assigned amount”; Kootenai Electric Co-operative \$ 72.14 “assigned amount”). *December 16, 2011, Order of Dismissal*. The dismissal was mandatory based on the Plaintiff’s request. CRLJ 4(a)(1)(ii) (“...shall be dismissed by the court...upon motion of plaintiff...”). The remaining claim was for Two Hundred Seventy Two and Sixty Seven Cents (\$272.67) , a dental bill that was many years old, and that Defendant claimed “had been previously paid in full”. *June 21, 2011, Answer to the Complaint, p. 2*.

On March 8, 2012, Plaintiff AllianceOne filed a motion for voluntary dismissal of the remaining claim. *March 8, 2012, Motion and Order(proposed) of Dismissal*. AllianceOne noted the dismissal for hearing². The Plaintiff, in the March 8, 2012 proposed order of dismissal, requested that the case be dismissed “without prejudice” and “without costs.” The Defendants (Lewis’) had incurred attorney fees. RCW

² Many (especially collection agency) Plaintiffs do not give notice of the motion for dismissal but include the words “without prejudice” and “without costs”. It would be useful for this court to make clear that the procedure followed by AllianceOne was the proper procedure with notice of the motion set for hearing, and an opportunity to be heard. While the CRLJ 4(a)(1)(ii) dismissal is mandatory whether it is with or without prejudice and the award of costs are issues upon which a defendant has a right to be heard.

4.84.250 defines attorney's fees as "costs". Defendant did not object to the dismissal but did object to the proposed order. *March 28, 2012, Plaintiff's Response to Motion to Dismiss*; *April 12, 2012 Transcript of March 30, 2012 Hearing*. As noted above, the court rejected Defendants claim for costs including any attorney fees, refused to enter a judgment for costs and denied reconsideration.

B. Additional Proceedings Below

This case was pending for more than six years. *February 27, 2006, Complaint*. Defendants' first attorney James T. Solan filed a notice of appearance on March 22, 2006. *March 22, 2006, Notice of Appearance*. Plaintiff took no further action for more than five years. Defendant remained a defendant in a lawsuit against him.

On March 30, 2011, the Spokane County District Court served a Notice of Dismissal for Want of Prosecution. *March 30, 2011, Note for Dismissal*.

On April 21, 2011, the Plaintiff moved for default. *April 21, 2011, Motion and Certification for Default*. On June 21, 2011, the defendant through his attorney Solan, filed and served an Answer to the Complaint. *June 21, 2011, Answer*. On June 22, 2011, attorney Solan, filed and served a Notice of Intent to Withdraw. *June 22, 2011, Notice of Intent to Withdraw*. Attorney Solan's withdrawal was effective and entered July 5,

2011.

On June 24, 2011, despite the Answer, the Plaintiff presented and the court entered an Order of Default and Judgment without notice to the Defendant or his attorney. *June 24, 2011, Judgment and Order of Default*. The judgment included an award of “Attorney” (sic) [fees] of “\$200.00” *Id.* The Complaint had alleged a demand for “attorney fees (\$200.00 statutory; or reasonable, if allowed by agreement or statute, of \$200 if uncontested)”. *February 27, 2006, Complaint*, p. 2, lines 7-8. On July 18, 2011 the Judgment was vacated. *July 18, 2011, Motion and Order Vacating Judgment*.

On October 17, 2011, Plaintiff filed a motion for summary judgment on its dentistry claim. *October 17, 2011, Motion for Summary Judgment*. The summary judgment hearing was noted for October 28, 2011. *October 17, 2011, Note for Hearing*. On October 17, 2011 Mr. Lewis appeared *Pro Se* but the hearing was stricken. The Plaintiff had failed to follow LCRLJ 40(a)(5)(A) by failing to call the motion “in ready” (i.e. failed to notify the Clerk two days before the hearing). LCRLJ 40(a)(5)(A). *December 1, 2011, Memorandum in Support of Motion to Strike*, p. 2, lines 7-9.

On November 14, 2011, Plaintiff filed a motion to dismiss the two remaining claims on behalf of Kootenai Electrical Cooperative. *November*

14, 2011, Motion for Partial Dismissal.

The summary judgment hearing was re-noted for December 16, 2011. *November 14, 2011, Note for Hearing.* On December 1, 2011, Attorney Wilcox (f/n/a Strandberg) appeared as attorney for the Defendant. *Dec. 2, 2011, Notice of appearance.* On December 1, 2011 the Defendant filed a motion to strike declarations and documents and a motion for leave to file amended answer. *December 1, 2011, Motion to Strike Declarations and Documents. December 1, 2011 Motion for Leave to File Amended Answer.* The District Court re-noted the hearing on the Defendant's motion to strike and motion for leave to file an amended answer for December 16, 2011. *December 9, 2011, Notice of Civil Hearing.* On December 9, 2011 the Defendant filed a memorandum in responses to motion for summary judgment. *December 9, 2011, Defendant's Memorandum in Response to Motion for Summary Judgment.*

On December 16, 2011, the court dismissed the claims on behalf of Kootenai Electrical Cooperative based on the Plaintiff's request. *December 16, 2011, Order of Dismissal; CRLJ 4(a)(1)(ii).*

On December 16, 2011, the court denied Plaintiff's motion for summary judgment and granted Defendant's motion for leave to file an amended answer. *December 16, 2011 Order Denying Summary Judgment. December 16, 2011, Order Granting Motion to Amend in Part.*

On December 16, 2011 the Defendant filed an amended answer requesting “damages, costs, and attorney fees in an amount the Court funds just and reasonable.” *December 16, 2011, Amended Answer, p. 2.*

On January 12, 2012, Defendant served Plaintiff with interrogatories and requests for production.

On March 6, 2012, the parties had a CR 26(i) conference to discuss Plaintiff’s lack of adequate responses to the written discovery. Later that day, on March 6, 2012, Plaintiff’s attorney signed a Motion for Dismissal of the lawsuit. *March 8, 2012, Motion and proposed Order of Dismissal.* The dismissal was entered March 30, 2012. *March 30, 2012, Order of Dismissal; April 12, 2012 Transcript of March 30, 2012 Hearing.*

ARGUMENT

Summary of Argument

The Defendant is asking this court to overrule certain cases³, to interpret RCW 4.84.270, and to clarify that a defendant is the “prevailing party” if the Plaintiff “recovers nothing”, without more. Like most of RCW 4.84, an award of costs including an attorney fees as costs is made

³ Especially *Cork Insulation Sales Co., Inc. v. Torgeson*, 54 Wn. App. 702, 706, 775 P.2d 970, 973 (1989) (“No judgment was entered; thus, the statute was not triggered and the attorney fees and costs sought by Mr. Torgeson were properly denied”); *Hubbard v. Scroggin*, 68 Wn. App. 883, 890, 846 P.2d 580, 584-85 (1993).

only to a “prevailing party”⁴. The Defendant in this case was the prevailing party because the plaintiff “recovered nothing”. RCW 4.84.270 defines the defendant as the prevailing party if the Plaintiff “recovers nothing”⁵. Defendant did not make an offer of settlement because he did not owe the alleged debt. Plaintiff voluntarily dismissed the case so recovered nothing from the lawsuit. Defendant is entitled to attorney fees pursuant to RCW 4.84.270.

B. Standard of Review

Statutory interpretation is a question of law reviewed de novo. *State v. Wentz*, 149 Wash.2d 342, 346, 68 P.3d 282 (2003). Whether a statute authorizes an award of attorney fees is likewise a question of law reviewed de novo. *McGuire v. Bates*, 169 Wash.2d 185, 189, 234 P.3d 205 (2010); *Niccum v. Enquist*, 175 Wash. 2d 441, 446, 286 P.3d 966, 968 (2012).

C. Statutory Interpretation

Interpreting statutes requires the court to discern and implement the legislature's intent. *State v. J.P.*, 149 Wash.2d 444, 450, 69 P.3d 318

⁴ RCW 4.84 sets forth different definitions of “prevailing party” for different sections for the purpose of determining fees. *Wachovia SBA Lending, Inc. v. Kraft*, 165 Wash. 2d 481, 200 P.3d 683 (2009) (“voluntary dismissal without prejudice was not a ‘final judgment’” as required by RCW 4.84.330) It is undisputed and indisputable that RCW 4.84.250 applies. Plaintiff pleaded a claim for damages under \$10,000 exclusive of costs. *February 27, 2006, Complaint, p. 2.*

(2003); *Williams v. Tilaye*, 174 Wash. 2d 57, 61, 272 P.3d 235, 237 (2012). The primary objective in statutory interpretation “is to ascertain and give effect to the intent of the legislature.” *King County v. Taxpayers of King County*, 104 Wash.2d 1, 5, 700 P.2d 1143 (1985) (quoting *Janovich v. Herron*, 91 Wash.2d 767, 771, 592 P.2d 1096 (1979)). “[T]he court should assume that the legislature means exactly what it says. Plain words do not require construction.” *City of Kent v. Jenkins*, 99 Wash. App. 287, 290, 992 P.2d 1045 (2000).

D. RCW 4.84.250 Applies

RCW 4.84.250 provides in relevant part that: “in any action for damages where the amount pleaded by the prevailing party as hereinafter defined, exclusive of costs, is [ten thousand⁶] dollars or less, there shall be taxed and allowed to the prevailing party as a part of the costs of the action a reasonable amount to be fixed by the court as attorneys' fees⁷”. “These statutes have multiple purposes of encouraging out-of-court settlements, penalizing parties who unjustifiably bring or resist small claims, and enabling a party to pursue a meritorious small claim without seeing the award diminished by legal fees”. *Williams v. Tilaye*, 174 Wash. 2d 57, 62, 272 P.3d 235, 238 (2012); *Beckmann v. Spokane Transit Auth.*,

⁶ After July 1, 1985. RCW 4.84.250. The Complaint was filed February 27, 2006. *February 27, 2006, Complaint*

107 Wash.2d 785, 788, 733 P.2d 960 (1987) (citing *Valley v. Hand*, 38 Wash.App. 170, 684 P.2d 1341 (1984); *Northside Auto Serv., Inc. v. Consumers United Ins. Co.*, 25 Wash.App. 486, 492, 607 P.2d 890 (1980).

In order to determine under RCW 4.84.250 whether attorney's fees are due, the court must make a determination of the "prevailing party". A defendant is the prevailing party "if either the plaintiff recovers nothing or the defendant makes an offer 10 days or more before trial and the plaintiff recovers as much or less than that offer. *Williams v. Tilaye*, 174 Wash. 2d 57, 61-62, 272 P.3d 235, 238 (2012); RCW 4.84.270. In this case the defendant did not make an offer of settlement since he denied owing a very old dental bill and since defendant indicated it had been "fully paid" before assignment to the AllianceOne collection agency⁸. *June 21, 2011, Answer to the Complaint*;

E. "Plaintiff ...Recovers Nothing" as used
in RCW 4.84.270 is Unambiguous

The appellants, Lewis' were the defendants in Spokane County District Court. On March 30, 2012, the court dismissed the lawsuit at the request of the Plaintiff.⁹ Since the case was dismissed the Plaintiff recovered nothing. RCW 4.84.270 provides that "the defendant...shall be

⁸ Alliance One admits it is a collection agency attempting to collect an assigned account. February 27, 2006, Complaint, p.1, Paragraph I. ("...duly licensed as a collection agency...")

⁹ CRLJ 4(a)(1)(ii) ("...shall be dismissed by the court...upon motion of plaintiff...").

deemed the prevailing party within the meaning of RCW 4.84.250, if the plaintiff ...recovers nothing....”

In *LRS Elec. Controls, Inc. v. Hamre Const., Inc.*, 153 Wash.2d 731, 745, 107 P.3d 721, 728 (2005), this court recognized that the statutory language of RCW 4.84.270 unambiguously requires an award of attorney fees to the defendant if the Plaintiff “recovers nothing”. The court determined that since the Plaintiff in that case failed to satisfy a pre-claim notice requirement “Tyco will recover nothing. Therefore, under RCW 4.84.250–.290, Hamre's request for attorney fees is awarded as of right” *Id.*

In *Williams v. Tilaye*, 174 Wash. 2d 57, 61-62, 272 P.3d 235, 238 (2012) this court held that “ the defendant can be the prevailing party if either the plaintiff recovers nothing or the defendant makes an offer 10 days or more before trial and the plaintiff recovers as much or less than that offer.” RCW 4.84.270; *Williams v. Tilaye*, 174 Wash.2d 57, 61-62, 272 P.3d 235, 238 (2012). *Williams v. Tilaye*, recognizes that the clear and plain meaning of the RCW 4.84.270 is that there are two possible alternative mean for a defendant to be the prevailing party for the purposes of awarding attorney’s pursuant to RCW 4.84.250.

In *Kingston Lumber Supply Co. v. High Tech Dev. Inc.*, 52 Wash. App. 864, 867-68, 765 P.2d 27, 29 (1988), the court explained that “a

defendant is considered a “prevailing party” for the purposes of RCW 4.84.250 if the plaintiff recovers *either* nothing *or* a sum not exceeding that offered by the defendant in settlement. RCW 4.84.270.”⁴ . (emphasis in original). The superior court dismissed the case for lack of service of process. “The Kingston Lumber’s claim was dismissed and it recovered nothing, Puckett is a prevailing defendant and is therefore entitled to attorney’s fees under RCW 4.84.250”.⁵ *Id.* Thus, even where no settlement offer is made, a defendant is entitled to attorney’s fees if the plaintiff recovers nothing. *Kingston Lumber Supply Co. v. High Tech Dev. Inc.*, 52 Wash. App. 864, 867-68, 765 P.2d 27, 29 (1988). *Lowery v. Nelson*, 43 Wash. App. 747, 752, 719 P.2d 594, *review denied*, 106 Wash.2d 1013 (1986), *appeal dismissed*, 479 U.S. 1024, 107 S.Ct. 864, 93 L.Ed.2d 820 (1987).

In *Skyline Contractors, Inc. v. Spokane House. Auth.*, ___ Wash. App___, 289 P.3d 690, 698 (Wash. Ct. App. 2012) the court succinctly held that “Under RCW 4.84.270, a defendant is entitled to an award of attorney fees ‘if the plaintiff ... recovers nothing’.” In *Realm, Inc. v. City of Olympia*, 168 Wash. App. 1, 13, 277 P.3d 679, 685 *review denied*, 175 Wash. 2d 1015, 287 P.3d 10 (2012), the court found that the Plaintiff, “Realm has recovered nothing, making the city the prevailing party on appeal.”

In *Allahyari v. Carter Subaru*, 78 Wash. App. 518, 523, 897 P.2d 413, 415 (1995) *abrogated*¹⁰ by *Wachovia SBA Lending, Inc. v. Kraft*, 165 Wash. 2d 481, 200 P.3d 683 (2009) the court held:

we find no compelling reason not to deem a defendant a “prevailing party” for purposes of a fee award under RCW 4.84.250 when the plaintiff voluntarily dismisses its entire action. Under RCW 4.84.270, a defendant's status as a prevailing party is determined by examining what, if anything, the plaintiff recovered. **Where the plaintiff recovers nothing, the defendant is the prevailing party.** When a plaintiff voluntarily dismisses its entire action, as here, the plaintiff recovers nothing. Therefore, for purposes of a fee award under RCW 4.84.250, the defendant under such circumstances is the prevailing party.

Allahyari v. Carter Subaru, 78 Wash. App. 518, 523, 897 P.2d 413, 415 (1995) *abrogated* by *Wachovia SBA Lending, Inc. v. Kraft*, 165 Wash. 2d 481, 200 P.3d 683 (2009).

In *Pub. Utilities Dist. 1 of Grays Harbor County v. Crea*, 88 Wash. App. 390, 393, 945 P.2d 722, 724 (1997), the court emphasizes the rule:

Under these statutes, when a plaintiff seeks less than \$10,000 in damages and **recovers nothing, the defendant is entitled to attorney's fees**, regardless of whether an offer of settlement has been made by either party. *Lowery v. Nelson*, 43 Wash. App. 747, 719 P.2d 594 (1986).

¹⁰ The court in *Wachovia* only rejected the dicta in *Allahyari* about RCW 4.84.330 since in *Allahyari* the fees were based on RCW 4.84.250 and .270 stating that “*Allahyari* lack facts that encompass RCW 4.84.330” *Wachovia SBA Lending, Inc. v. Kraft*, 165 Wash. 2d at 491, 200 P.3d at 687 (2009). This court may wish to correct the Thompson-West editors.

Pub. Utilities Dist. 1 of Grays Harbor County v. Crea, 88 Wash. App. at 393, 945 P.2d at 724 (1997). Defendants are entitled to an award of reasonable attorney fees “taxed as costs”. RCW 4.84.250; RCW 4.84.270; RCW 12.20.010ⁱ; RCW 12.20.060ⁱⁱ CRLJ 54(d)ⁱⁱⁱ; LCRLJ 54(d)^{iv}.

F. Findings and Conclusions required even when Attorney Fees are denied.

The Spokane County District Court erred in holding that “findings and conclusions are not required when attorney fees are denied . . .” because a denial of a motion for attorney fees is not a “fee award decision.” *May 4 2012, Decision on Reconsideration Motion*.

In *Mahler v. Szucs*, 135 Wn.2d 398, 957 P.2d 632 (1998), the Supreme Court addressed the process by which trial courts should determine the reasonableness of an attorney fee award recognizing a long-standing rule of law in Washington that a trial court must make written findings of fact and conclusions of law in support of their decisions because the appellate courts need such a record to properly exercise their supervisory role. *See Mahler*, 135 Wn.2d at 433 (“the lodestar methodology affords . . . appellate courts clear record upon which to decide if a fee decision was appropriately made.”).

G. *Wachovia* does not apply to this case.

Plaintiff claims that *Wachovia SBA Lending, Inc. v. Kraft*, 165

Wash. 2d 481, 200 P.3d 683 (2009) supports Plaintiff's argument that attorney fees are not allowed upon a CRLJ 41 voluntary dismissal.

Wachovia was interpreting a different statute with different statutory language. Compare RCW 4.84.330 with RCW 4.84.250 and .270.

Wachovia interpreted RCW 4.84.330. Here, the Defendants are requesting fees pursuant to RCW 4.84.250 and .270. RCW 4.84.270 uses the words Plaintiff "**recovers nothing**" to determine if the defendant is the "prevailing party". The only question is: "Did the Plaintiff recover anything?" (by the plain meaning of the words the legislature used).

RCW 4.84.330 uses the words "As used in this section "prevailing party" means the party in whose favor **final judgment** is rendered." RCW 4.84.330. All parties agree and it is undisputed that RCW 4.84.330 does not apply to this case since there is no evidence of a unilateral attorney fee provision. Defendants' claim for attorney fees is based solely on RCW 4.84.250 and .270.

H. Defendant has a Right to Judgment for Costs (including attorney fees taxed as costs)

Defendants are entitled to "costs" if an action is voluntarily dismissed without prejudice or Plaintiff fails to appear. RCW 12.20.010. Upon the "failure of the plaintiff to recover or of dismissal of the action, the judge shall enter up a judgment in favor of the defendant for the

amount of his or her costs; and in case any party so entitled to costs is represented in the action by an attorney, the judge shall include attorney's fees in the amount provided in RCW 4.84.080 as part of the costs". RCW 12.20.060. RCW 4.84.060 provides that "In all cases where costs and disbursements are not allowed to the plaintiff, the defendant shall be entitled to have judgment in his or her favor for the same."

- a. The Prevailing Party has a Right to Make a Motion for Attorney Fees and Costs.

CRLJ 54 (d) "Costs": provides that "Costs shall be fixed and allowed as provided in RCW 12.20.060 or by any other applicable statute." LCRLJ 54(d) provides in relevant part that "(1) Reasonable attorney fees when allowed by statute or contract will be determined on a case by case basis

- b. RCW 4.84.250 defines Attorney fees as "Costs"

RCW 4.84.250 provides that "there shall be taxed and allowed to the prevailing party as a part of the costs of the action a reasonable amount to be fixed by the court as attorneys' fees"... "Notwithstanding any other provisions of chapter 4.84 RCW and RCW 12.20.060".

J. Attorney fees for appeal

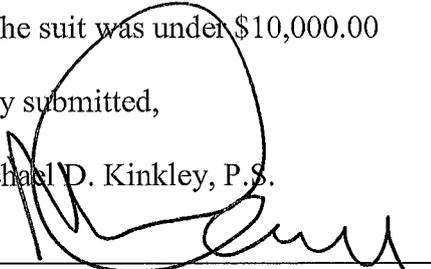
Pursuant to RAP 18.1, Appellant requests attorney fees and costs pursuant

to RCW 4.84.290, that allows for fee on appeal pursuant to RCW 4.84.250. *Kingston Lumber Supply Co. v. High Tech Dev. Inc.*, 52 Wash. App. 864, 868, 765 P.2d 27, 29-30 (1988)

CONCLUSION

In this case, the Plaintiff recovered nothing. Therefore, the defendant is the prevailing party pursuant as defined by RCW 4.84.270 and .250. A party need only meet the requirements of the statute to be entitled to attorney fees and costs. *Andersen v. Gold Seal Vineyards, Inc.*, 81 Wash.2d 863, 867-68, 505 P.2d 790 (1973). The Plaintiff has a mandatory right to dismiss pursuant to CRLJ 41. The defendant has a mandatory right to reasonable attorney fees “taxed as costs” since the amount of the suit was under \$10,000.00

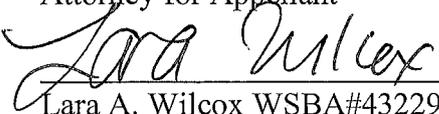
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ⁱ RCW 12.20.010 provides in relevant part that: “Judgment that the action be dismissed, without prejudice to a new action, may be entered, **with costs**, in the following cases:

(1) When the **plaintiff voluntarily dismisses the action** before it is finally submitted.

(2) **When he or she fails to appear at the time specified in the notice, upon continuance, or within one hour thereafter.**

ⁱⁱ 12.20.060 provides in relevant part that “(1) When the prevailing party in district court is entitled to recover costs as authorized in RCW 4.84.010 in a civil action, the judge shall add the amount thereof to the judgment; in case of failure of the plaintiff to recover or of dismissal of the action, the judge shall enter up a judgment in favor of the defendant for the amount of his or her costs; and in case any party so entitled to costs is represented in the action by an attorney, the judge shall include attorney's fees in the amount provided in RCW 4.84.080 as part of the costs:

ⁱⁱⁱⁱ The Prevailing Party has a Right to Make a Motion for Attorney Fees and Costs. CRLJ 54 (d) “Costs”: provides that “Costs shall be fixed and allowed as provided in RCW 12.20.060 or by any other applicable statute.”

^{iv} SPOKANE DIST CT LCRLJ 54 (d) Cost-Attorney Fees provides that:

- (1) Reasonable attorney fees when allowed by statute or contract will be determined on a case by case basis and awarded in the sound discretion of the Court upon satisfactory justification, which may include documentation of time and charges.
- (3) Specific citation of authority must accompany requests for reasonable attorney fees on any basis other than contract provision.
- (4) Statutory attorney fees may be granted when reasonable attorney fees are not authorized. (See RCW 12.20.060)