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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 24-2-08848-2 KNT

The Honorable Kristin Ballinger

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

EBONIE GARNICA, individually and on
behalf of those similarly situated,

Plaintiff,

v.

TECTON CORPORATION and I.Q. DATA
INTERNATIONAL, INC.,

Defendants.

No. 24-2-08848-2 KNT

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT ON LIABILITY

I. INTRODUCTION

THIS MATTER comes before the Court on Plaintiff's Motion for Partial Summary Judgment on Liability. The Court has considered the arguments of counsel and reviewed the briefing and the records and files in support, including:

1. Plaintiff's Motion for Partial Summary Judgment on Liability;
2. Declaration of Lindsay L. Halm in Support of Motion for Partial Summary Judgment on Liability;
3. Defendant's Opposition to Motion for Partial Summary Judgment on Liability;
4. Declaration of Melissa LeBlanc-Mansell in Support of Opposition to Motion for Partial Summary Judgment on Liability;

1 5. Plaintiff's Reply.

2 The Court GRANTS Plaintiff's motion and concludes as follows:

3 The purpose of summary judgment is to isolate and dispense of claims or defenses over
4 which no genuine issues of fact exist. *See Olympic Fish Prods., Inc. v. Lloyd*, 93 Wn.2d 596,
5 602 (1980); *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Partial summary judgment
6 may be entered on liability alone, leaving the issue of damages for trial. CR 56. When a party
7 opposing such a motion fails to set forth evidence of a disputed fact, the motion should be
8 granted. *See Young v. Key Pharmaceuticals, Inc.*, 112 Wn.2d 216, 225 (1989).

9
10 With this motion, Plaintiff contends that Defendant Tecton's undisputed (~~--kb~~) practice
11 of retaining/charging security deposits, future rent/utilities, and cancellation fees at or near the
12 time of a tenant's early termination of a lease agreement violates Washington's Residential
13 Landlord Tenant Act (RLTA). The Court agrees.

14 Section 310 of the RLTA requires a landlord to mitigate damages that may result when
15 a tenant terminates a lease early. RCW 59.18.310. The landlord's duty begins immediately on
16 notice from the tenant. *See id.* The tenant's liability is then limited to the lesser of the following:

17 (i) The entire rent due for the remainder of the term; or

18
19 (ii) All rent accrued during the period reasonably necessary to rerent the
20 premises at a fair rental, plus the difference between such fair rental and the rent
21 agreed to in the prior agreement, plus actual costs incurred by the landlord in
rerenting the premises together with statutory court costs and reasonable
attorneys' fees.

22 *Id.* at 310(b)(i), (ii). Such statutory provision is construed in the tenant's favor. *See Silver v.*
23 *Rudeen Mgmt. Co., Inc.*, 197 Wn.2d 535, 548–49 (2021) (construing the RLTA to protect
24 tenants against the landlord's "upper hand"); *see also Gebreserale v. Columbia Debt*
25 *Recovery*, 24 Wn. App. 2d 650, 660 (2022) (reasoning that Section 310 of the RLTA "allows
26

1 the landlord financial recovery for rent that would otherwise be lost . . . but prevents a windfall
2 by requiring a landlord make reasonable effort to mitigate the damages”).

3 Here, there is no dispute Tecton uses a form lease that applies to all members of the
4 certified class. Tecton’s form lease states that tenants who terminate their lease early must
5 either: (a) pay all future rent/utilities left on the lease and “completely forfeit” their security
6 deposit, or (b) pay a fixed, non-refundable “cancellation fee.”

7 Future Rent/Utilities Charges. As to future rent and utilities, Tecton admits it charges
8 the full amount at or near the time of early termination, before actual damages accrue and
9 before it can be known whether or when it will mitigate. Sub. No. 86, Ex. 1 at 7-8. (--kb)
10 Tecton further admits that if a tenant fails to pay the entire sum up front, Tecton transfers the
11 account to its collection agency immediately. Id. at 8. (--kb) The Court concludes that such
12 practice conflicts with Section 310 of the RLTA and Tecton’s duty of mitigation.
13

14 Security Deposits. As for Tecton’s lease provision requiring tenants to “completely
15 forfeit” their security deposits on early termination, such provision is unlawful and prohibited
16 by *Gebreseralse*. Tecton argues it was legally justified in retaining Ms. Garnica’s security
17 deposit for “cleaning” charges or for rent “owing.” The Court concludes that such defenses fail
18 as a matter of fact and law because Tecton does not satisfy the predicates required to retain
19 Ms. Garnica’s deposit for “cleaning” charges, RCW 59.18.280(2), and has already admitted
20 the rent it charged to Ms. Garnica was not, in fact, “owing,” *see* Dkt. #23 at 6 (citing Goetz
21 Decl. ¶10)).
22

23 Cancellation Fees. Finally, the Court concludes that Tecton’s practice of charging a
24 fixed cancellation fee at or near the time of early termination is a penalty that is outside the
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1 landlord's remedies permitted by Section 310, akin to the security deposit the landlord retained
2 in *Gebreseralse*.

3 Tecton contends that there is a factual dispute as to whether Ms. Garnica paid the
4 cancellation fee. However, the Court need not resolve this factual dispute to determine that, as
5 a matter of law, the practice violates the RLTA.

6 The Court reserves for trial the issue of class-wide damages on Plaintiff's RLTA claim.
7

8 DATED this _____ day of _____, 2026.
9

10
11 _____
12 The Honorable Kristin Ballinger
Judge, King County Superior Court

13 PRESENTED BY:

14 SCHROETER GOLDMARK & BENDER

15 *s/ Lindsay L. Halm*

16 _____
Lindsay L. Halm, WSBA #37141

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21 207B Sunset Blvd. N.

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23 *Class Counsel*

24 The parties presented competing orders. By email the Court was notified that Tecton
25 specifically objected to the paragraph titled "Future Rent/Utilities Charges." The Court has
26 interlineated the citations supporting the stated admissions, each of which came from
Tecton's CR 30(b)(6) designee. (--kb)

**King County Superior Court
Judicial Electronic Signature Page**

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Date Signed: 04/09/2026



Judge: Kristin Ballinger

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