

COURT OF APPEALS OF THE STATE OF WASHINGTON, DIVISION ONE

Caitlin Cromar and Damon Cromar v. TAG Realty, LLC

No. 87780-1-I · No. No. 87780-1-I · Decided January 12, 2026

SUMMARY

The Washington Court of Appeals reviews an attorney fee award following a judgment that TAG Realty, LLC unlawfully withheld the Cromars’ security deposit under the Residential Landlord-Tenant Act. The court upholds the trial court’s reduction of counsel’s hourly rates but holds that the court improperly reduced the reasonable hours based on settlement considerations and the plaintiffs’ pursuit of class claims. It affirms in part, reverses in part, and remands for a fee award consistent with the lodestar method.

CASE DETAILS

COURT	Court of Appeals of the State of Washington, Division One
WRITING FOR THE COURT	Coburn, J.
JURISDICTION	Washington Court of Appeals, Division One
DECIDED	January 12, 2026
DOCKET	No. 87780-1-I
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from an attorney fee award entered after the trial court granted the Cromars summary judgment on their individual claim under Washington's Residential Landlord-Tenant Act.
STANDARD OF REVIEW	Attorney fee awards are reviewed for abuse of discretion. A trial court abuses its discretion when its decision is manifestly unreasonable, based on untenable grounds, or one no reasonable person would take. The adequacy of the trial court's findings and conclusions is reviewed to determine whether meaningful appellate review is possible.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Caitlin Cromar, Damon Cromar v. TAG Realty, LLC

TOPICS

- landlord tenant
- remedies
- appellate procedure
- standard of review
- consumer protection

PRACTICE AREAS

landlord-tenant law

real estate litigation

attorney fees

appellate procedure

consumer protection

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion in determining that the attorneys' requested hourly rates were unreasonable.
2. Whether the trial court properly applied the lodestar method when it reduced compensable hours from 52.9 to 16 based on the Cromars' pursuit of class claims, alleged settlement inefficiency, and supposedly unsuccessful or unproductive work.
3. Whether the trial court made adequate findings and conclusions explaining its substantial reduction of the requested attorney fees.
4. Whether the Cromars were entitled to attorney fees on appeal under RCW 59.18.280(2).
5. Whether the case should be reassigned to a different trial judge on remand.

HOLDINGS

1. The trial court did not abuse its discretion by reducing the requested hourly rates of the Cromars' attorneys based on their experience, skill, education, local market rates, and the court's own knowledge of reasonable legal fees.
2. The trial court abused its discretion by reducing the compensable hours to 16 based on an unsupported conclusion that pursuing class claims impeded settlement and rendered related work wasteful or unproductive.
3. A trial court that awards substantially less than the requested attorney fees must make findings and conclusions that identify approximately how it arrived at the award, what work it discounted, and why the reductions were made. The trial court failed to do so here.
4. The Cromars are entitled to reasonable attorney fees on appeal under RCW 59.18.280(2) because they prevailed in the appellate court on their action to recover the security deposit and obtained reversal and remand of the fee reduction.
5. Reassignment to a different trial judge was not warranted because the Cromars did not establish bias or that the judge had prejudged the issue to be decided on remand.

KEY QUOTATIONS

“The lodestar method requires that a trial court conduct a three-part analysis.” (at 10)

“An award of substantially less than the amount requested should indicate at least approximately how the court arrived at the final numbers, and explain why discounts were applied.” (at 10-11)

“The trial court’s reduction of the Cromars’ fees based on conclusory findings not grounded in the law is an abuse of its authority.” (at 16-18)

“The trial court’s authorizing a residential tenant no more than two day’s worth of attorney time to contest their landlord’s illegal withholding of a security deposit simply tips the economic scales in the landlord’s

favor to withhold deposits at will.” (at 18)

FACTUAL BACKGROUND

The Cromars leased a Washington rental home from a property managed by TAG Realty and paid a \$2,200 security deposit. After they terminated the lease early and moved out, TAG Realty asserted that the deposit was forfeited under the lease, deducted certain charges, and refused to refund the balance despite the Cromars' written demand. The Cromars obtained counsel, sued, and later discovered that TAG Realty had withheld deposits from at least 13 additional tenants. After summary judgment established liability and double damages under the Residential Landlord-Tenant Act, the dispute on appeal concerned the substantial reduction of the Cromars' attorney fee request.

PROCEDURAL HISTORY

The Cromars sued TAG Realty in a putative class action alleging unlawful withholding of security deposits under the Residential Landlord-Tenant Act and violations of the Consumer Protection Act. They later relinquished their class claims and individual Consumer Protection Act claim, moved for summary judgment on their individual Residential Landlord-Tenant Act claim, and obtained judgment for the full \$2,200 deposit, double damages, and entitlement to attorney fees. The trial court awarded \$7,200 in attorney fees and \$445.97 in costs, substantially reducing the requested fees. The Court of Appeals affirmed the hourly-rate determination, reversed the determination of reasonable hours, and remanded for reconsideration of the fee award.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for the trial court to reconsider the attorney fee award for work performed below and enter proper findings of fact and conclusions of law consistent with the opinion. The trial court must conduct a proper lodestar analysis, determine reasonable hours and rates, address any segregation of claims where appropriate, explain any reductions, and consider the purpose of RCW 59.18.280(2).

CASES CITED

- Gebreselassie v. Columbia Debt Recovery, 24 Wn. App. 2d 650, 659-60, 521 P.3d 221 (2022)
- Mayer v. City of Seattle, 102 Wn. App. 66, 79, 82-83, 10 P.3d 408 (2000)
- Chuong Van Pham v. City of Seattle, 159 Wn.2d 527, 538-40, 151 P.3d 976 (2007)
- Allard v. First Interstate Bank of Washington, N.A., 112 Wn.2d 145, 148-49, 768 P.2d 998 (1989)
- Mahler v. Szucs, 135 Wn.2d 398, 433-35, 957 P.2d 632 (1998)
- Berryman v. Metcalf, 177 Wn. App. 644, 658, 662, 668, 312 P.3d 745 (2013)
- Taliesen Corp. v. Razore Land Co., 135 Wn. App. 106, 146-47, 144 P.3d 1185 (2006)
- Peiffer v. Pro-Cut Concrete Cutting & Breaking, Inc., 6 Wn. App. 2d 803, 833-34, 431 P.3d 1018 (2018)
- Absher Construction Co. v. Kent School District No. 415, 79 Wn. App. 841, 847-48, 917 P.2d 1086 (1995)

- *Progressive Animal Welfare Society v. University of Washington*, 114 Wn.2d 677, 683, 790 P.2d 604 (1990)
- *Ewing v. Glogowski*, 198 Wn. App. 515, 522-23, 394 P.3d 418 (2017)
- *Humphrey Industries, Ltd. v. Clay Street Associates, LLC*, 170 Wn.2d 495, 508, 242 P.3d 846 (2010)
- *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d 581, 597-98, 675 P.2d 193 (1983)
- *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 744, 733 P.2d 208 (1987)
- *Baker v. Fireman's Fund Insurance Co.*, 5 Wn. App. 2d 604, 623, 428 P.3d 155 (2018)
- *State v. Numrich*, 197 Wn.2d 1, 31-32, 480 P.3d 376 (2021)
- *Brown v. State Farm Fire & Casualty Co.*, 66 Wn. App. 273, 283, 831 P.2d 1122 (1992)
- *Loeffelholz v. Citizens for Leaders with Ethics & Accountability Now*, 119 Wn. App. 665, 690-93, 82 P.3d 1199 (2004)
- *Fiore v. PPG Industries, Inc.*, 169 Wn. App. 325, 352, 279 P.3d 972 (2012)
- *Brand v. Department of Labor & Industries*, 139 Wn.2d 659, 667, 672-73, 989 P.2d 1111 (1999)
- *Travis v. Washington Horse Breeders Association*, 111 Wn.2d 396, 410-11, 759 P.2d 418 (1988)
- *Silver v. Rudeen Management Co., Inc.*, 197 Wn.2d 535, 543-49, 484 P.3d 1251 (2021)
- *State v. Douty*, 92 Wn.2d 930, 936, 603 P.2d 373 (1979)
- *Randy Reynolds & Associates, Inc. v. Harmon*, 193 Wn.2d 143, 156, 437 P.3d 677 (2019)
- *Eagle Point Condominium Owners Association v. Coy*, 102 Wn. App. 697, 713, 9 P.3d 898 (2000)
- *Darling v. Champion Home Builders Co.*, 96 Wn.2d 701, 706, 638 P.2d 1249 (1982)
- *Chavez v. Our Lady of Lourdes Hospital at Pasco*, 190 Wn.2d 507, 515, 415 P.3d 224 (2018)
- *Scott v. Cingular Wireless*, 160 Wn.2d 843, 852, 161 P.3d 1000 (2007)
- *Deposit Guaranty National Bank v. Roper*, 445 U.S. 326, 339, 100 S. Ct. 1166, 63 L. Ed. 2d 427 (1980)
- *Coneff v. AT&T Corp.*, 673 F.3d 1155 (9th Cir. 2012)
- *State v. Solis-Diaz*, 187 Wn.2d 535, 540, 387 P.3d 703 (2017)
- *State v. McEnroe*, 181 Wn.2d 375, 387-88, 333 P.3d 402 (2014)

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