COURT OF APPEALS OF VIRGINIA

Record No. 0701-25-2

STONEHENGE HOMEOWNER'S ASSOCIATION, INC., ET AL.
v.
TANESHA HUDSON

Present: Judges AtLee, Ortiz and Senior Judge Humphreys

Argued at Richmond, Virginia

Opinion Issued August 18, 2026*

FROM THE CIRCUIT COURT OF ALBEMARLE COUNTY
Claude V. Worrell, II, Judge

Janeen B. Koch (Chadwick, Washington, Moriarty, Elmore & Bunn, P.C., on briefs), for appellants.

Archith Ramkumar[1] (Daniel Watkins; Rodney Smolla; Meier Watkins Phillips Pusch LLP, on brief), for appellee.

MEMORANDUM OPINION BY
JUDGE DANIEL E. ORTIZ

Stonehenge Homeowner's Association, Inc. (Association) and Community Group, Inc. d/b/a Associa Community Group and Associa on Call appeal the circuit court's judgment awarding Tanesha Hudson $4,500 in damages for her breach of contract and negligence claims and $44,761.50 in attorney fees. On appeal, the Association argues that it did not breach the contract, and the circuit court erred in awarding attorney fees to Hudson. Finding that the voluntary payment

* This opinion is not designated for publication. *See* Code § 17.1-413(A).

[1] Archith Ramkumar was admitted *pro hac vice* in this matter. Rule 1A:4(2) requires local counsel to "personally appear and participate in pretrial conferences, hearings, trials, or other proceedings actually conducted before the tribunal." Local counsel was not present at oral argument. When questioned about the presence of local counsel, Ramkumar did not provide an explanation as to their failure to appear. Whether local counsel intentionally chose not to appear at oral argument, or they simply failed to understand the rules, either scenario is unacceptable.

doctrine bars the Association from challenging the merits of the judgment below and that the award of attorney fees was reasonable, we affirm.

BACKGROUND

Hudson owns a townhouse in the Stonehenge development in Charlottesville, Virginia. Under its governing documents, the Association is required to maintain the roofs, gutters, and siding on townhouses in Stonehenge. As part of its maintenance efforts, the Association hired Community Group, Inc. "d/b/a Associa Community Group & Associa on Call," (the "Contractors") to install new siding on units in the Stonehenge development. The Contractors removed siding and roof flashing from Hudson's home but failed to reinstall the roof's drip-edge flashing.[2]

Hudson sued the Association and its agents, Associa and Associa on Call, for breach of contract and negligence arising from the Association's siding project.[3] Hudson claimed that the deficient siding project diminished her home's value; specifically the faulty work caused water damage, black mold, and permitted rats and bees to enter her home.[4] Hudson's complaint sought $280,000 in damages and attorney fees under Code § 55.1-1828. Although the Association acknowledged removing the drip-edge flashing from Hudson's house during the project, it disputed causation and quantum of the alleged damages. Before trial, the parties attempted

[2] The Association did not dispute that during the re-siding project, the contractors inadvertently removed the drip-edge flashing from Hudson's home, and that certain maintenance and repair work had to be performed on the property.

[3] Hudson asserted her breach of contract and negligence claims against all defendants.

[4] Hudson also claimed damages to windows, drywall, cabinets, electrical wiring, and appliances.

mediation, where the Association offered $10,000 and a commitment to perform corrective work on Hudson's property, but this was unsuccessful.

The circuit court conducted a two-day bench trial. Evidence confirmed that the Association had undertaken the siding project in 2022. During the siding project, the drip-edge flashing was removed from Hudson's home. Nine months after the removal, the Association's contractors reinstalled the drip-edge flashing. But evidence showed that Hudson's roof required additional repairs. Justin Carlisle, a licensed home inspector, testified that Hudson's roof had "low spots" and there was evidence of water intrusion. In addition, a roofing expert and his report identified deficient drip edge installation, improperly installed kickout flashing, and failing counter-flashing, which all allowed water entry. The deficient work meant that Hudson's home was no longer "buttoned up completely," resulting in rat and bee infestations.[5] An exterminator testified that bees entered the home, despite the Association's responsibility to keep the home sealed from insects. The evidence established that the cost to remove the bees was $150, and the cost to exterminate the rodents was $750 plus a prior $600 expenditure, and the cost of the roof repair was $3,000.[6]

The circuit court "found in favor of the Plaintiff and against the Defendants on the Plaintiff's causes of action for breach of contract and negligence and awarded damages to the Plaintiff in the amount of $4,500." The circuit court also held that Hudson was the prevailing party, and it awarded her $44,761.50 in attorney fees. The circuit court explained that the Association had "failed to do what they were required to do in service of their homeowner in making sure her property was not damaged or otherwise diminished as a result of their activity."

[5] Hudson also testified to rats causing damages to appliances in the kitchen, but the circuit court found insufficient evidence of the alleged damages.

[6] The total estimate from Apex Roofing was $9,100, but Hudson acknowledged that $3,000 for repairs would be appropriate.

After the award, the circuit court denied the Association's motion for reconsideration. While the appeal was pending, the Association paid the $4,500 judgment.

On appeal, the Association challenges the finding of breach of contract and contends that the award of attorney fees was improper. The Association argues that Hudson was not the prevailing party because she failed to prove the Association's non-compliance with its Declaration under Code § 55.1-1828(A) of the Virginia Property Owners' Association Act (Act), and the fee award was unreasonable. Hudson disagrees and seeks attorney fees for defending against this appeal.

ANALYSIS

On appeal, the "trial court's judgment is presumed to be correct, and we will not set it aside unless the judgment is plainly wrong or without evidence to support it." *Syed v. Zh Techs., Inc.*, 280 Va. 58, 68 (2010). "The reviewing court must examine the evidence in the light most favorable to . . . the prevailing party at trial, and the trial court's judgment will not be disturbed unless it is plainly wrong or without evidence to support it." *Sidya v. World Telecom Exch. Commc'ns, LLC*, 301 Va. 31, 37 (2022) (alteration in original) (quoting *Nolte v. MT Tech. Enters., LLC*, 284 Va. 80, 90 (2012)).

I. The voluntary payment doctrine precludes the Association from challenging the merits of the circuit court's ruling on appeal.

The voluntary payment doctrine provides that "absent a showing of fraud or other misconduct, a claimant could not demand that a court *return* money to him that he had *voluntarily* paid to another." *Sheehy v. Williams*, 299 Va. 274, 278 (2020). In the appellate context, this doctrine acts as a procedural bar that deprives the payor the right of appeal. *See id.* at 279 (quoting *Citizens Bank & Tr. Co. v. Crewe Factory Sales Corp.*, 254 Va. 355, 355 (1997)). This doctrine "recognizes that at some point, reviewing courts should declare litigation at an end when the litigants themselves — by their own voluntary actions — have effectively ended it." *Id.*

When a party pays a judgment that "the law would not compel him to make" the payor forfeits the right to challenge the merits of the underlying judgment. *Id.* (quoting Kent Sinclair, *Sinclair on Virginia Remedies* § 9-2, at 9-5 (5th ed. 2016)). For instance, in *Citizens Bank*, a jury entered a monetary judgment against a defendant who later appealed. 254 Va. at 355. While the appeal was pending the defendant sent the plaintiff "a check in the full amount of the judgment." *Id*. There, the Supreme Court dismissed the appeal, finding that the defendant made the payment "before any proceedings were instituted to execute on the judgment." *Id.* The *Citizens Bank* court cited an earlier case, *Carlucci*, to show contrast. *Id.* (citing *Carlucci v. Duck's Real Estate, Inc.*, 220 Va. 164, 166 (1979)). In *Carlucci*, a defendant paid a final judgment only after the plaintiff initiated garnishment proceedings to execute on the judgment. *See* 220 Va. at 166. In that case, the Supreme Court found that the payment was not voluntary but rather compelled by law. *Id.* Thus, the defendant did not forfeit his right to appeal. *Id.* Together, these cases demonstrate that absent fraud "a payment of a civil judgment for a fixed monetary sum made by or on behalf of a judgment debtor with her knowledge and consent becomes involuntary only when the payment is made after the judgment creditor has initiated execution proceedings." *Sheehy*, 299 Va. at 278.

Here, the voluntary payment doctrine bars the Association from challenging the merits of the circuit court's judgment.[7] On brief, the Association concedes that it paid the $4,500 judgment. The Association does not allege that Hudson initiated proceedings to execute on the judgment prior to payment. Instead, as noted on brief, the Association chose to pay the judgment simply because it did not want to accrue post-judgment interest. Without a showing of fraud or

[7] Assignments of error I-III.

other tortious conduct the Association cannot claim the payment was "involuntary." *Sheehy*, 299 Va. at 278.

Next, the Association contends that it made the $4,500 payment to satisfy the negligence award. But this argument ignores the plain language of the final order. The circuit court did not specify the amount of damages allocated for each cause of action. Instead, the $4,500 in damages stems from both the breach of contract and negligence claim. Indeed, the final order simply states that the court found in favor of the plaintiff "on the Plaintiff's causes of action for breach of contract and negligence and awarded damages to the Plaintiff in the amount of $4,500." By paying the judgment in full, the Association discharged its obligations for both causes of action and waived its right to challenge the breach of contract claim on appeal.

II. Hudson prevailed under Code § 55.1-1828(A) and the attorney fee award was reasonable.

Under the Virginia Property Owners' Association Act (Act), in an action against an association for failure to comply with its declaration, Code § 55.1-1828(A) "authorizes the recovery by the prevailing party" of reasonable attorney fees. We review the circuit court's award of attorney fees for abuse of discretion. *Lambert v. Sea Oats Condo Ass'n*, 293 Va. 245, 252 (2017). But to the extent awarding attorney fees raises issues of statutory construction, we review them de novo. *New Age Care, LLC v. Juran*, 71 Va. App. 407, 421 (2018).

A. Evidence of breach of contract triggered the Virginia Property Owners' Association Act's attorney fee provision.

An association's declaration is "a contract entered into by all owners" of the subdivision lots it governs. *Manchester Oaks Homeowners Ass'n v. Batt*, 284 Va. 409, 419 (2012); *accord White v. Boundary Ass'n, Inc.*, 271 Va. 50, 55 (2006). The evidence presented supports the circuit court's finding that the Association's governing documents required it to maintain most exterior elements of community homes, including the siding and the roof. The Association acknowledged this obligation, including the siding repairs. The record further shows that the Association's siding project resulted in displacement of the drip-edge flashing from Hudson's roof, leading to water damage and infestations of rodents and insects. Thus, evidence supported the circuit court's finding that the Association failed to maintain the exterior, as required by its governing documents, and such breach of contract, triggered the Act's attorney fee provision.

B. Hudson was the prevailing party.

The plain meaning of "prevailing party" is a "party in whose favor a judgment is rendered, regardless of the amount of damages awarded." *Sheets v. Castle*, 263 Va. 407, 413 (2002). The "prevailing party" designation applies to "the party in whose favor the decision or verdict in the case is or should be rendered and judgment entered, and in determining this question the general result should be considered, and inquiry made as to who has, in the view of the law, succeeded in the action." *Id.* at 414; *see also RF&P Corp. v. Little*, 247 Va. 309, 323 n.5 (1994) (defining "prevailing party" as one who substantially prevails on the merits of the case, regardless of whether he prevailed on every issue).

The Association argues that Hudson did not prevail on most claims; the circuit court did not award damages for claims of roof leaks, drywall damage, mold, damages to cabinets, appliances, electric wiring, or windows. But Hudson's primary claims were for breach of contract and negligence from the siding replacement project, and she prevailed on those claims. Although Hudson did not recover all the damages she sought, she won her primary claim—the main consideration in the prevailing-party analysis. *See Sheets*, 263 Va. at 413 (noting that the prevailing party is determined by who wins the claim, not the amount of damages secured). Hudson does not lose her prevailing-party status simply because she recovered less in damages than she sought. *See*

Lambert, 293 Va. at 256 n.5 (emphasizing that comparison of damages recovered to damages sought is not relevant to determining what party prevailed).

C. The attorney fee award was reasonable.

The Association argues that awarding attorney fees of $44,761.50 was unreasonable. The Association contends that Hudson alleged $280,000 in property damages, but the circuit court only awarded $4,500—a 1.7% success rate. Due to this minimal success rate, the Association argues that Hudson's attorneys were ineffective in obtaining their goals, which undercuts the reasonableness of the fee award. Relying on the factors outlined in *Chawla v. BurgerBusters, Inc.*, 255 Va. 616 (1998),[8] the Association contends that Hudson's attorney fees were disproportionally high compared with the judgment amount. The Association further suggests that Hudson unfairly escalated fees by engaging in prolonged discovery, hiring experts that she did not call at trial, and refusing to accept a $10,000 settlement offer or to continue settlement discussions.

Considering the *Chawla* factors, we find that the circuit court did not abuse its discretion in the amount of the attorney fee award. The circuit found that counsel "put in quite a lot of work" for the services rendered, and there was "significant lawyering time" spent on Hudson's case. True, the ratio between the damages actually awarded and those originally sought can be considered as a component of the "results obtained factor." *Lambert*, 293 Va. at 255. But the Supreme Court has *refused* to establish a per se rule that when "a plaintiff recovers less than all of the damages sought, he or she may not recover all of the attorney's fees reasonably incurred in the case." *Id.* at 256. Moreover, both parties spent similar amounts on attorney fees (the Association spent $46,000 and Hudson spent $44,761.50). In addition, Hudson's counsel removed time he had billed for claims on

[8] The *Chawla* factors include: the time and effort expended; the nature of services rendered; the complexity of the services; the value of services provided; the results obtained; whether the fees were consistent with those for similar services; and whether the services were necessary and appropriate. *Chawla*, 255 Va. at 623.

which Hudson failed. Accordingly, we find no abuse of discretion in the circuit court's determination that Hudson's fees were reasonable.

D. *Hudson is entitled to attorney fees on appeal as the prevailing party.*

Hudson asks this Court for attorney fees incurred on appeal. Code § 55.1-1828(A) authorizes the prevailing party in a breach of declaration action to recover "reasonable attorney fees." As the prevailing party on appeal, we grant Hudson's request for reasonable attorney fees incurred on appeal. We remand this case to the circuit court for determination and award of the appropriate appellate attorney fees.

CONCLUSION

For the foregoing reasons, we affirm the circuit court's judgment. We remand this case to the circuit court for determination and award of the appropriate appellate attorney fees.

Affirmed and remanded.