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ENGROSSED SUBSTITUTE SENATE BILL 6137

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State of Washington

65th Legislature

2018 Regular Session

By Senate Labor & Commerce (originally sponsored by Senators Conway, King, Keiser, Hasegawa, and Wilson)

READ FIRST TIME 02/01/18.

1 AN ACT Relating to clarifying the relationship between  
2 manufacturers and new motor vehicle dealers by providing tools to  
3 resolve disparities including expanding compensation for recalled  
4 vehicles; amending RCW 46.96.185 and 46.96.260; and adding a new  
5 section to chapter 46.96 RCW.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** A new section is added to chapter 46.96  
8 RCW to read as follows:

9 (1) A manufacturer shall compensate its new motor vehicle dealers  
10 for all labor and parts required by the manufacturer to perform  
11 recall repairs at rates no lower than those set in accordance with  
12 RCW 46.96.105. If parts or a remedy are not reasonably available to  
13 perform a recall service or repair on a used vehicle held for sale by  
14 a dealer authorized to sell new vehicles of the same line make within  
15 fifteen days of the manufacturer issuing the initial notice of  
16 recall, and the manufacturer has issued a stop-sale, do-not-drive  
17 order, or the manufacturer has not certified that the issue  
18 identified in the notice of recall does not affect the safe operation  
19 of the vehicle, commencing on the fifteenth day after the notice or  
20 order was issued and ending on the earlier of the date that the  
21 remedy or repair parts necessary to resolve the recall, stop-sale, or

1 do-not-drive order are available to the dealer for vehicles in the  
2 dealer's inventory or the dealer sells, trades, or otherwise disposes  
3 of the vehicle, the manufacturer shall compensate the dealer at a  
4 prorated rate of at least 1.75 percent of the average trade-in value  
5 as indicated in an independent third-party guide for the year, make,  
6 model, and mileage of the recalled vehicle, per month, or portion of  
7 a month, while the recall or remedy parts are unavailable and the  
8 order remains in effect. A manufacturer is not required to compensate  
9 a motor vehicle dealer for more than the total trade-in value of the  
10 vehicle as established under this section. A manufacturer is not  
11 required to compensate a motor vehicle dealer for vehicles purchased  
12 by the dealer at a wholesale auction after the date the order was  
13 issued. A stop-sale or do-not-drive order is defined as a  
14 notification issued by a vehicle manufacturer to its franchised  
15 dealers stating that certain used vehicles in inventory should not be  
16 sold or leased, at retail or wholesale, due to a federal safety  
17 recall for a defect or a noncompliance, or a federal or California  
18 emissions recall.

19 (2) This section applies only to used vehicles subject to safety  
20 or emissions recalls pursuant to and recalled in accordance with  
21 federal law and regulations adopted thereunder and where a stop-sale,  
22 do-not-drive order has been issued, or the manufacturer has not  
23 certified that the issue identified in the notice of recall does not  
24 affect the safe operation of the vehicle. This section further  
25 applies only to new motor vehicle dealers holding used vehicles for  
26 sale that are a line make that the dealer is franchised to sell or on  
27 which the dealer is authorized to perform recall repairs.

28 (3) All reimbursement claims made by new motor vehicle dealers  
29 pursuant to this section for recall remedies or repairs, or for  
30 compensation where no part or repair is reasonably available and the  
31 vehicle is subject to a stop-sale, do-not-drive, or the manufacturer  
32 has not certified that the issue identified in the notice of recall  
33 does not affect the safe operation of the vehicle, is subject to the  
34 same limitations and requirements as a warranty reimbursement claim  
35 made under RCW 46.96.105. Claims shall be either approved or  
36 disapproved within thirty days after they are submitted to the  
37 manufacturer in the manner and on the forms the manufacturer  
38 reasonably prescribes. A manufacturer shall pay a claim within thirty  
39 days following approval. Any claim not specifically disapproved in  
40 writing within thirty days following receipt is approved.

1 (4) A manufacturer may compensate its franchised dealers under a  
2 national recall compensation program provided the compensation under  
3 the program is equal to or greater than that provided in subsection  
4 (1) of this section.

5 (5) A manufacturer may not otherwise recover all or any portion  
6 of its costs for compensating its dealers licensed in this state for  
7 recalled vehicles, parts, and service either by reduction in the  
8 amount due to the dealer or by separate charge, surcharge, or other  
9 imposition.

10 (6) Any remedy provided to a new motor vehicle dealer under this  
11 section is exclusive and may not be combined with any other state or  
12 federal recall compensation remedy.

13 **Sec. 2.** RCW 46.96.185 and 2014 c 214 s 7 are each amended to  
14 read as follows:

15 (1) Notwithstanding the terms of a franchise agreement, a  
16 manufacturer, distributor, factory branch, or factory representative,  
17 or an agent, officer, parent company, wholly or partially owned  
18 subsidiary, affiliated entity, or other person controlled by or under  
19 common control with a manufacturer, distributor, factory branch, or  
20 factory representative, shall not:

21 (a) Discriminate between new motor vehicle dealers by selling or  
22 offering to sell a like vehicle to one dealer at a lower actual price  
23 than the actual price offered to another dealer for the same model  
24 similarly equipped;

25 (b) Discriminate between new motor vehicle dealers by selling or  
26 offering to sell parts or accessories to one dealer at a lower actual  
27 price than the actual price offered to another dealer;

28 (c) Discriminate between new motor vehicle dealers by using a  
29 promotion plan, marketing plan, or other similar device that results  
30 in a lower actual price on vehicles, parts, or accessories being  
31 charged to one dealer over another dealer;

32 (d) Discriminate between new motor vehicle dealers by adopting a  
33 method, or changing an existing method, for the allocation,  
34 scheduling, or delivery of new motor vehicles, parts, or accessories  
35 to its dealers that is not fair, reasonable, and equitable. Upon the  
36 request of a dealer, a manufacturer, distributor, factory branch, or  
37 factory representative shall disclose in writing to the dealer the  
38 method by which new motor vehicles, parts, and accessories are

1 allocated, scheduled, or delivered to its dealers handling the same  
2 line or make of vehicles;

3 (e) Discriminate against a new motor vehicle dealer by  
4 preventing, offsetting, or otherwise impairing the dealer's right to  
5 request a documentary service fee on affinity or similar program  
6 purchases. This prohibition applies to, but is not limited to, any  
7 promotion plan, marketing plan, manufacturer or dealer employee or  
8 employee friends or family purchase programs, or similar plans or  
9 programs;

10 (f) Give preferential treatment to some new motor vehicle dealers  
11 over others by refusing or failing to deliver, in reasonable  
12 quantities and within a reasonable time after receipt of an order, to  
13 a dealer holding a franchise for a line or make of motor vehicles  
14 sold or distributed by the manufacturer, distributor, factory branch,  
15 or factory representative, a new vehicle, parts, or accessories, if  
16 the vehicle, parts, or accessories are being delivered to other  
17 dealers, or require a dealer to purchase unreasonable advertising  
18 displays or other materials, or unreasonably require a dealer to  
19 remodel or renovate existing facilities as a prerequisite to  
20 receiving a model or series of vehicles;

21 (g) Compete with a new motor vehicle dealer of any make or line  
22 by acting in the capacity of a new motor vehicle dealer, or by  
23 owning, operating, or controlling, whether directly or indirectly, a  
24 motor vehicle dealership in this state. It is not, however, a  
25 violation of this subsection for:

26 (i) A manufacturer, distributor, factory branch, or factory  
27 representative to own or operate a dealership for a temporary period,  
28 not to exceed two years, during the transition from one owner of the  
29 dealership to another where the dealership was previously owned by a  
30 franchised dealer and is currently for sale to any qualified  
31 independent person at a fair and reasonable price. The temporary  
32 operation may be extended for one twelve-month period on petition of  
33 the temporary operator to the department. The matter will be handled  
34 as an adjudicative proceeding under chapter 34.05 RCW. A dealer who  
35 is a franchisee of the petitioning manufacturer or distributor may  
36 intervene and participate in a proceeding under this subsection  
37 (1)(g)(i). The temporary operator has the burden of proof to show  
38 justification for the extension and a good faith effort to sell the  
39 dealership to an independent person at a fair and reasonable price;

1 (ii) A manufacturer, distributor, factory branch, or factory  
2 representative to own or operate a dealership in conjunction with an  
3 independent person in a bona fide business relationship for the  
4 purpose of broadening the diversity of its dealer body and enhancing  
5 opportunities for qualified persons who are part of a group who have  
6 historically been underrepresented in its dealer body, or other  
7 qualified persons who lack the resources to purchase a dealership  
8 outright, and where the independent person: (A) Has made, or within a  
9 period of two years from the date of commencement of operation will  
10 have made, a significant, bona fide capital investment in the  
11 dealership that is subject to loss; (B) has an ownership interest in  
12 the dealership; and (C) operates the dealership under a bona fide  
13 written agreement with the manufacturer, distributor, factory branch,  
14 or factory representative under which he or she will acquire all of  
15 the ownership interest in the dealership within a reasonable period  
16 of time and under reasonable terms and conditions. The manufacturer,  
17 distributor, factory branch, or factory representative has the burden  
18 of proof of establishing that the acquisition of the dealership by  
19 the independent person was made within a reasonable period of time  
20 and under reasonable terms and conditions. Nothing in this subsection  
21 (1)(g)(ii) relieves a manufacturer, distributor, factory branch, or  
22 factory representative from complying with (a) through (f) of this  
23 subsection;

24 (iii) A manufacturer, distributor, factory branch, or factory  
25 representative to own or operate a dealership in conjunction with an  
26 independent person in a bona fide business relationship where the  
27 independent person: (A) Has made, or within a period of two years  
28 from the date of commencement of operation will have made, a  
29 significant, bona fide capital investment in the dealership that is  
30 subject to loss; (B) has an ownership interest in the dealership; and  
31 (C) operates the dealership under a bona fide written agreement with  
32 the manufacturer, distributor, factory branch, or factory  
33 representative under which he or she will acquire all of the  
34 ownership interest in the dealership within a reasonable period of  
35 time and under reasonable terms and conditions. The manufacturer,  
36 distributor, factory branch, or factory representative has the burden  
37 of proof of establishing that the acquisition of the dealership by  
38 the independent person was made within a reasonable period of time  
39 and under reasonable terms and conditions. The number of dealerships  
40 operated under this subsection (1)(g)(iii) may not exceed four

1 percent rounded up to the nearest whole number of a manufacturer's  
2 total of new motor vehicle dealer franchises in this state. Nothing  
3 in this subsection (1)(g)(iii) relieves a manufacturer, distributor,  
4 factory branch, or factory representative from complying with (a)  
5 through (f) of this subsection;

6 (iv) A truck manufacturer to own, operate, or control a new motor  
7 vehicle dealership that sells only trucks of that manufacturer's line  
8 make with a gross vehicle weight rating of 12,500 pounds or more, and  
9 the truck manufacturer has been continuously engaged in the retail  
10 sale of the trucks at least since January 1, 1993;

11 (v) A manufacturer to own, operate, or control a new motor  
12 vehicle dealership trading exclusively in a single line make of the  
13 manufacturer if (A) the manufacturer does not own, directly or  
14 indirectly, in the aggregate, in excess of forty-five percent of the  
15 total ownership interest in the dealership, (B) at the time the  
16 manufacturer first acquires ownership or assumes operation or control  
17 of any such dealership, the distance between any dealership thus  
18 owned, operated, or controlled and the nearest new motor vehicle  
19 dealership trading in the same line make of vehicle and in which the  
20 manufacturer has no ownership or control is not less than fifteen  
21 miles and complies with the applicable provisions in the relevant  
22 market area sections of this chapter, (C) all of the manufacturer's  
23 franchise agreements confer rights on the dealer of that line make to  
24 develop and operate within a defined geographic territory or area, as  
25 many dealership facilities as the dealer and the manufacturer agree  
26 are appropriate, and (D) as of January 1, 2000, the manufacturer had  
27 no more than four new motor vehicle dealers of that manufacturer's  
28 line make in this state, and at least half of those dealers owned and  
29 operated two or more dealership facilities in the geographic  
30 territory or area covered by their franchise agreements with the  
31 manufacturer;

32 (vi) A final-stage manufacturer to own, operate, or control a new  
33 motor vehicle dealership; or

34 (vii) A manufacturer that held a vehicle dealer license in this  
35 state on January 1, 2014, to own, operate, or control a new motor  
36 vehicle dealership that sells new vehicles that are only of that  
37 manufacturer's makes or lines and that are not sold new by a licensed  
38 independent franchise dealer, or to own, operate, or control or  
39 contract with companies that provide finance, leasing, or service for  
40 vehicles that are of that manufacturer's makes or lines;

1 (h) Compete with a new motor vehicle dealer by owning, operating,  
2 or controlling, whether directly or indirectly, a service facility in  
3 this state for the repair or maintenance of motor vehicles under the  
4 manufacturer's new car warranty and extended warranty. Nothing in  
5 this subsection (1)(h), however, prohibits a manufacturer,  
6 distributor, factory branch, or factory representative from owning or  
7 operating a service facility for the purpose of providing or  
8 performing maintenance, repair, or service work on motor vehicles  
9 that are owned by the manufacturer, distributor, factory branch, or  
10 factory representative;

11 (i) Use confidential or proprietary information obtained from a  
12 new motor vehicle dealer to unfairly compete with the dealer. For  
13 purposes of this subsection (1)(i), "confidential or proprietary  
14 information" means trade secrets as defined in RCW 19.108.010,  
15 business plans, marketing plans or strategies, customer lists,  
16 contracts, sales data, revenues, or other financial information;

17 (j)(i) Terminate, cancel, or fail to renew a franchise with a new  
18 motor vehicle dealer based upon any of the following events, which do  
19 not constitute good cause for termination, cancellation, or  
20 nonrenewal under RCW 46.96.060: (A) The fact that the new motor  
21 vehicle dealer owns, has an investment in, participates in the  
22 management of, or holds a franchise agreement for the sale or service  
23 of another make or line of new motor vehicles; (B) the fact that the  
24 new motor vehicle dealer has established another make or line of new  
25 motor vehicles or service in the same dealership facilities as those  
26 of the manufacturer or distributor; (C) that the new motor vehicle  
27 dealer has or intends to relocate the manufacturer or distributor's  
28 make or line of new motor vehicles or service to an existing  
29 dealership facility that is within the relevant market area, as  
30 defined in RCW 46.96.140, of the make or line to be relocated, except  
31 that, in any nonemergency circumstance, the dealer must give the  
32 manufacturer or distributor at least sixty days' notice of his or her  
33 intent to relocate and the relocation must comply with RCW 46.96.140  
34 and 46.96.150 for any same make or line facility; or (D) the failure  
35 of a franchisee to change the location of the dealership or to make  
36 substantial alterations to the use or number of franchises on the  
37 dealership premises or facilities.

38 (ii) Notwithstanding the limitations of this section, a  
39 manufacturer may, for separate consideration, enter into a written  
40 contract with a dealer to exclusively sell and service a single make

1 or line of new motor vehicles at a specific facility for a defined  
2 period of time. The penalty for breach of the contract must not  
3 exceed the amount of consideration paid by the manufacturer plus a  
4 reasonable rate of interest;

5 (k) Coerce or attempt to coerce a motor vehicle dealer to refrain  
6 from, or prohibit or attempt to prohibit a new motor vehicle dealer  
7 from acquiring, owning, having an investment in, participating in the  
8 management of, or holding a franchise agreement for the sale or  
9 service of another make or line of new motor vehicles or related  
10 products, or establishing another make or line of new motor vehicles  
11 or service in the same dealership facilities, if the prohibition  
12 against acquiring, owning, investing, managing, or holding a  
13 franchise for such additional make or line of vehicles or products,  
14 or establishing another make or line of new motor vehicles or service  
15 in the same dealership facilities, is not supported by reasonable  
16 business considerations. The burden of proving that reasonable  
17 business considerations support or justify the prohibition against  
18 the additional make or line of new motor vehicles or products or  
19 nonexclusive facilities is on the manufacturer;

20 (l) Require, by contract or otherwise, a new motor vehicle dealer  
21 to make a material alteration, expansion, or addition to any  
22 dealership facility, unless the required alteration, expansion, or  
23 addition is uniformly required of other similarly situated new motor  
24 vehicle dealers of the same make or line of vehicles and is  
25 reasonable in light of all existing circumstances, including economic  
26 conditions. In any proceeding in which a required facility  
27 alteration, expansion, or addition is an issue, the manufacturer or  
28 distributor has the burden of proof. Except for a program or any  
29 renewal or modification of a program that is in effect with one or  
30 more new motor vehicle dealers in this state on June 12, 2014, a  
31 manufacturer shall not require, coerce, or attempt to coerce any new  
32 motor vehicle dealer by program, policy, standard, or otherwise to  
33 change the location of the dealership or construct, replace,  
34 renovate, or make any substantial changes, alterations, or remodeling  
35 to a new motor vehicle dealer's sales or service facilities, except  
36 as necessary to comply with health or safety laws or to comply with  
37 technology requirements without which a dealer would be unable to  
38 service a vehicle the dealer has elected to sell, before the tenth  
39 anniversary of the date of issuance of the certificate of occupancy  
40 or the manufacturer's approval, whichever is later, from:



1 (i) The date construction of the dealership at that location was  
2 completed if the construction was in substantial compliance with  
3 standards or plans provided by a manufacturer, distributor, or  
4 representative or through a subsidiary or agent of the manufacturer,  
5 distributor, or representative; or

6 (ii) The date a prior change, alteration, or remodel of the  
7 dealership at that location was completed if the construction was in  
8 substantial compliance with standards or plans provided by a  
9 manufacturer, distributor, or representative or through a subsidiary  
10 or agent of the manufacturer, distributor, or representative;

11 (m) Prevent or attempt to prevent by contract or otherwise any  
12 new motor vehicle dealer from changing the executive management of a  
13 new motor vehicle dealer unless the manufacturer or distributor,  
14 having the burden of proof, can show that a proposed change of  
15 executive management will result in executive management by a person  
16 or persons who are not of good moral character or who do not meet  
17 reasonable, preexisting, and equitably applied standards of the  
18 manufacturer or distributor. If a manufacturer or distributor rejects  
19 a proposed change in the executive management, the manufacturer or  
20 distributor shall give written notice of its reasons to the dealer  
21 within sixty days after receiving written notice from the dealer of  
22 the proposed change and all related information reasonably requested  
23 by the manufacturer or distributor, or the change in executive  
24 management must be considered approved;

25 (n) Condition the sale, transfer, relocation, or renewal of a  
26 franchise agreement or condition manufacturer, distributor, factory  
27 branch, or factory representative sales, services, or parts  
28 incentives upon the manufacturer obtaining site control, including  
29 rights to purchase or lease the dealer's facility, or an agreement to  
30 make improvements or substantial renovations to a facility. For  
31 purposes of this section, a substantial renovation has a gross cost  
32 to the dealer in excess of five thousand dollars;

33 (o) Fail to provide to a new motor vehicle dealer purchasing or  
34 leasing building materials or other facility improvements the right  
35 to purchase or lease franchisor image elements of like kind and  
36 quality from an alternative vendor selected by the dealer if the  
37 goods or services are to be supplied by a vendor selected,  
38 identified, or designated by the manufacturer or distributor. If the  
39 vendor selected by the manufacturer or distributor is the only  
40 available vendor of like kind and quality materials, the new motor

1 vehicle dealer must be given the opportunity to purchase the  
2 franchisor image elements at a price substantially similar to the  
3 capitalized lease costs of the elements. This subsection (1)(o) must  
4 not be construed to allow a new motor vehicle dealer or vendor to  
5 gain additional intellectual property rights they are not otherwise  
6 entitled to or to impair or eliminate the intellectual property  
7 rights of the manufacturer or distributor or to permit a new motor  
8 vehicle dealer to erect or maintain signs that do not conform to the  
9 reasonable intellectual property usage guidelines of the manufacturer  
10 or distributor;

11 (p) Take any adverse action against a new motor vehicle dealer  
12 including, but not limited to, charge backs or reducing vehicle  
13 allocations, for sales and service performance within a designated  
14 area of primary responsibility unless that area is reasonable in  
15 light of proximity to relevant census tracts to the dealership and  
16 competing dealerships, highways and road networks, (~~state borders,~~)  
17 any natural or man-made barriers, demographics, including economic  
18 factors, (~~and~~) buyer behavior information, and contains only areas  
19 inside the state of Washington unless specifically approved by the  
20 new motor vehicle dealer; (~~or~~)

21 (q) Require, coerce, or attempt to coerce any new motor vehicle  
22 dealer by program, policy, facility guide, standard, or otherwise to  
23 order or accept delivery of any service or repair appliances,  
24 equipment, parts, or accessories, or any other commodity not required  
25 by law, which the dealer has not voluntarily ordered or which the  
26 dealer does not have the right to return unused for a full refund  
27 within ninety days or a longer period as mutually agreed upon by the  
28 dealer and manufacturer; or

29 (r) Modify the franchise agreement for any new motor vehicle  
30 dealer unless the manufacturer notifies the dealer in writing of its  
31 intention to modify the agreement at least ninety days before the  
32 effective date thereof, stating the specific grounds for the  
33 modification, and undertakes the modification in good faith, for good  
34 cause, and in a manner that would not adversely and substantially  
35 alter the rights, obligations, investment, or return on investment of  
36 the franchised new motor vehicle dealer under the existing agreement.

37 (2) Subsection (1)(a), (b), and (c) of this section do not apply  
38 to sales to a motor vehicle dealer: (a) For resale to a federal,  
39 state, or local government agency; (b) where the vehicles will be  
40 sold or donated for use in a program of driver's education; (c) where

1 the sale is made under a manufacturer's bona fide promotional program  
2 offering sales incentives or rebates; (d) where the sale of parts or  
3 accessories is under a manufacturer's bona fide quantity discount  
4 program; or (e) where the sale is made under a manufacturer's bona  
5 fide fleet vehicle discount program. For purposes of this subsection,  
6 "fleet" means a group of fifteen or more new motor vehicles purchased  
7 or leased by a dealer at one time under a single purchase or lease  
8 agreement for use as part of a fleet, and where the dealer has been  
9 assigned a fleet identifier code by the department of licensing.

10 (3) The following definitions apply to this section:

11 (a) "Actual price" means the price to be paid by the dealer less  
12 any incentive paid by the manufacturer, distributor, factory branch,  
13 or factory representative, whether paid to the dealer or the ultimate  
14 purchaser of the vehicle.

15 (b) "Control" or "controlling" means (i) the possession of, title  
16 to, or control of ten percent or more of the voting equity interest  
17 in a person, whether directly or indirectly through a fiduciary,  
18 agent, or other intermediary, or (ii) the possession, direct or  
19 indirect, of the power to direct or cause the direction of the  
20 management or policies of a person, whether through the ownership of  
21 voting securities, through director control, by contract, or  
22 otherwise, except as expressly provided under the franchise  
23 agreement.

24 (c) "Motor vehicles" does not include trucks that are 14,001  
25 pounds gross vehicle weight and above or recreational vehicles as  
26 defined in RCW 43.22.335.

27 (d) "Operate" means to manage a dealership, whether directly or  
28 indirectly.

29 (e) "Own" or "ownership" means to hold the beneficial ownership  
30 of one percent or more of any class of equity interest in a  
31 dealership, whether the interest is that of a shareholder, partner,  
32 limited liability company member, or otherwise. To hold an ownership  
33 interest means to have possession of, title to, or control of the  
34 ownership interest, whether directly or indirectly through a  
35 fiduciary, agent, or other intermediary.

36 (4) A violation of this section is deemed to affect the public  
37 interest and constitutes an unlawful and unfair practice under  
38 chapter 19.86 RCW. A person aggrieved by an alleged violation of this  
39 section may petition the department to have the matter handled as an  
40 adjudicative proceeding under chapter 34.05 RCW.

1       **Sec. 3.** RCW 46.96.260 and 2010 c 178 s 11 are each amended to  
2 read as follows:

3       A new motor vehicle dealer who is injured in his or her business  
4 or property by a violation of this chapter, or any corporation or  
5 association that is primarily owned by or composed of new motor  
6 vehicle dealers and that primarily represents the interests of new  
7 motor vehicle dealers and is acting for itself or by, for, or on  
8 behalf of one or more new motor vehicle dealers, has standing to file  
9 a petition to the department to have the matter handled as an  
10 adjudicative proceeding under chapter 34.05 RCW, or may bring a civil  
11 action in ((the superior)) a court of competent jurisdiction to  
12 recover the actual damages sustained by the dealer, to seek  
13 declaratory relief, or to enjoin further violations, together with  
14 the costs of the suit, including reasonable attorneys' fees if the  
15 new motor vehicle dealer, corporation, or association prevails. ((The  
16 new motor vehicle dealer may bring a civil action in district court  
17 to recover his or her actual damages, except for damages that exceed  
18 the amount specified in RCW 3.66.020, and the costs of the suit,  
19 including reasonable attorneys' fees.)) In addition, the court may,  
20 in its discretion, increase the award of damages up to an amount not  
21 to exceed three times the actual damages sustained for a willful  
22 violation. If a petition is filed with the department, the petition  
23 must be accompanied with a filing fee in accordance with RCW  
24 46.96.210.

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