

RCW 19.98.210 Arbitration—Dealer's cause of action against supplier—Remedies not exclusive. (1) Any party to a dealer agreement aggrieved by the conduct of the other party to the agreement with respect to the provisions of this chapter may seek arbitration of the issues involved in the decision of the other party under the provisions of *RCW 7.04.010 through 7.04.210. The arbitration is pursuant to the commercial arbitration rules of the American arbitration association. The findings and conclusions of the arbitrator or panel of arbitrators is binding upon both parties. Upon demand for arbitration by one party, it is presumed for purposes of the provisions of *RCW 7.04.010 through 7.04.210 that the parties have consented to arbitration, and that the costs of witness fees and other fees in the case, together with reasonable attorneys' fees, must be paid by the losing party.

(2) Notwithstanding subsection (1) of this section, any dealer has a cause of action against a supplier for damages sustained by the dealer as a consequence of the supplier's violation of any provisions of RCW 19.98.120 or 19.98.130, together with the actual costs of such action, including reasonable attorneys' fees.

(3) The dealer may also be granted injunctive relief against unlawful termination, cancellation, nonrenewal, or change in competitive circumstances as determined under subsection (1) of this section or by a court.

(4) The remedies set forth in this section may not be considered exclusive and are in addition to any other remedies permitted by law, unless the parties have chosen binding arbitration under subsection (1) of this section. [2002 c 236 § 14.]

***Reviser's note:** RCW 7.04.010 through 7.04.210 were repealed by 2005 c 433 § 50, effective January 1, 2006.