

original

Court of Appeals No. 36165-5-II

IN THE WASHINGTON COURT OF APPEALS  
DIVISION TWO

WHITE CORAL CORPORATION,  
a British Virgin Islands Corporation,

Appellants,

v.

GEYSER GIANT CLAM FARMS LLC, a Washington limited liability company; SEATTLE SHELLFISH, LLC, a Washington Limited Liability Company; JAMES L. GIBBONS, individually and the marital community comprised thereof; and TED L. EDWARDS, Jr., individually and the marital community comprised thereof,

Respondents.

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DIVISION II  
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## I. INTRODUCTION

The present matter arises out of a dispute involving the operation of Respondent Geyser Giant Clam Farms, LLC ("Geyser"), an entity formed for the purpose of geoduck grow operations, marketing and sale. Appellant White Coral Corporation ("White Coral"), and Respondents Seattle Shellfish LLC ("Seattle Shellfish"), Mr. James L. Gibbons ("Mr. Gibbons") and Mr. Ted L. Edwards all invested either capital in or services to Geyser.

The core issues of the case center on how Seattle Shellfish and Mr. Gibbons, as managers of Geyser, utilized the capital investment made by White Coral, a non-managing member. Those core issues have not been decided by the trial court.

Rather, on appeal is the trial court's requirement that White Coral, a British Virgin Islands company, post a bond of \$125,000 pursuant to RCW 4.84.210 as a precondition to maintaining its suit. Seattle Shellfish and Mr. Gibbons made the request claiming that they were entitled to attorneys fees and that a bond was appropriate under the cited statute. As White Coral did not post the bond, the trial court dismissed its claims without prejudice.

White Coral disagrees with the trial court. First, White Coral asserts that RCW 4.84.210 does not authorize the award of

attorneys fees in any instance. Second, as is stated below, White Coral contends that the American Rule on attorneys fees governs this case and none of the applicable exceptions (statutory basis, contractual provision or equity) apply. Thus, the trial court erred as a matter of law by imposing a bond for attorneys fees under RCW 4.84.210 when there is no basis for Seattle Shellfish or Mr. Gibbons to claim attorneys fees against White Coral.

Third, White Coral argues that the trial court also abused its discretion by imposing a bond of \$125,000 (well above the \$200 authorized by RCW 4.84.210) as neither Seattle Shellfish or Mr. Gibbons offered any evidence in support of their request for an increased bond as required by the cited statute.

White Coral asks this Court to reverse the trial court and reinstate its claims against Seattle Shellfish and Mr. Gibbons. This Court is also asked to impose a bond (or cash equivalent) of \$200 pursuant to RCW 4.84.210 as Seattle Shellfish and Mr. Gibbons failed to meet their burden thereunder by failing to provide support for their request. <sup>1</sup>

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<sup>1</sup> White Coral does not contend that RCW 4.84.210 does not apply. Rather, that the trial court erred in its application.

## **II. ASSIGNMENTS OF ERROR**

Assignment of Error No. 1. The Trial Court erred by granting Seattle Shellfish's and Mr. Gibbons' Motion for Additional Security and thereby requiring that White Coral post a bond or cash security of \$125,000 as a condition of maintaining its action.

Assignment of Error No. 2: The Trial Court erred by dismissing White Coral's claims against Seattle Shellfish and Mr. Gibbons.

## **III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR**

Issue No. 1: What are the costs and charges which may be awarded against a plaintiff under RCW 4.84.210?

Issue No. 2: Whether the terms "costs" and "charges" within RCW 4.84.210 include attorneys fees when there is no basis to apply any of the exceptions to the American Rule on attorneys fees (everyone pays their own), to wit:

- a. There is no statutory basis to recover attorneys fees
- b. There is no specific contractual provision between the parties here allowing for the recover of attorneys fees; and,
- c. There is no factual or legal basis to apply any of the equitable bases for attorney's fees.

Issue No. 3: Whether a bond in excess of the \$200 for costs and charges can be required under RCW 4.84.210 when the

requesting party has not presented any evidence (budget(s), estimate(s) or bid(s) and the like) to support their requested and alleged costs and charges?

#### **IV. STATEMENT OF THE CASE**

##### **A. SUBSTANTIVE FACTS**

On September 15, 1998, Geysier was formed for the purpose of raising, planting, cultivating, marketing and selling of geoduck clams and other shellfish. CP 315. White Coral is a corporation formed in the British Virgin Islands. CP 315.

White Coral had a 65 percentage interest in Geysier based on a capital contribution of \$3,000,000 pursuant to a limited liability company agreement ("LLC Agreement"). CP 315; CP 127, ¶6.1.1.

Seattle Shellfish also had an interest based on the contribution of the following:

Seattle Shellfish LLC, in consideration for its Percentage Interest in the Company of 35% (thirty-five percent), shall transfer to the Company all of Seattle's existing geoduck clam seeds planted by Seattle that exists as of the date of this Agreement. Seattle shall also assign to the Company all leasehold rights with respect to the tidelands used by Seattle for geoduck clam planting and cultivation. Upon transfer by Seattle to the Company of the leasehold rights in the tidelands, the Company shall assume responsibility for all payments due under these leases. ...

CP 128, ¶6.1.2. In addition, the principles of Seattle Shellfish, Respondent Mr. James L. Gibbons and Ted L. Edwards, Jr., were given management positions with Geysler. CP 316.

In November 1999, the Board of Geysler decided to wind down its affairs. CP 290. A Cancellation Certificate was issued in 2006. CP 290.

Thereafter, a dispute arose between White Coral, Seattle Shellfish and Messieurs Gibbons and Edwards regarding Geysler. CP 314-319. In its amended complaint, White Coral alleged that Respondents Seattle Shellfish and Messieurs Gibbons and Edwards had dissolved Geysler and redirected the shellfish operations to themselves, for their own gain, and thus deprived Geysler of these profits and benefits. CP 316. Geysler asked the trial court for an accounting, injunctive relief, damages and attorney's fees as a result of these claims. CP 316-319.

Mr. Matthew B. Edwards entered a Notice of Appearance and Answer for Seattle Shellfish and Mr. Gibbons. CP 298-299. Mr. Ted L. Edwards was not served nor did he appear in the matter. Seattle Shellfish and Mr. Gibbons filed counterclaims seeking a declaratory judgment that it had acted properly and claimed a breach of the LLC Agreement alleging that White Coral had failed

to make the capital contributions to which it had agreed. CP 288-294.

**B. PROCEDURAL FACTS**

The underlying matter was initiated in King County Superior Court on or about April 10, 2006. CP 332-337. Venue was changed to the Thurston County Superior Court on or about June 14, 2006. CP 10-11. In the Order Changing Venue, the King County Superior Court ordered that Geysler pay Seattle Shellfish and James L. Gibbons reasonable attorneys fees and costs pursuant to RCW 4.12.090(1) in the amount of \$4,002.75. CP 10-11. Seattle Shellfish and Mr. Gibbons also filed a Motion for Summary Judgment dated May 31, 2006.<sup>2</sup>

On August 21, 2006, the Defendants/Respondents made a Motion to Increase Security for Payment of Fees and Costs pursuant to RCW 4.84.210 ("Motion"). CP 338-346. In the Motion, Seattle Shellfish sought payment of increased security for payment of attorneys fees claiming only that an indemnification provision in the LLC Agreement entitled them to attorneys fees and costs and thus a bond under RCW 4.84.210 was appropriate. They stated:

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<sup>2</sup>The issues raised in the Motion for Summary Judgment filed in May 2006 are not a subject of this Appeal as the trial court has not decided the motion.

There is an indemnification provision under the LLC Agreement that requires the corporation [Geysler] to indemnify Seattle Shellfish and James L. Gibbons for their fees. See LLC Agreement, ¶4.19, 5.2. The King County Superior Court, in ordering a change of venue to Thurston County has already made an award of fees and costs to Seattle Shellfish and Mr. Gibbons. **Therefore, the Court should require the plaintiff to post security in sufficient amount to cover any attorneys fees that might be awarded to Seattle Shellfish LLC and James L. Gibbons in this matter.**

(Emphasis added.) CP 342. Seattle Shellfish and Mr. Gibbons sought a bond of "at least" \$200,000 for attorneys fees despite the fact that they did not submit any budget(s), estimate(s) or bid(s) or any other evidence supporting this request. CP 338-346.

White Coral responded by claiming the following:

- Under the American Rule, all parties bear their own attorneys fees and costs unless there is a contractual, statutory or equitable basis for fees.
- RCW 4.84.210 is not a statutory basis for attorneys fees.
- There was no factual support to increase the bond over the \$200 authorized by RCW 4.84.210.
- The LLC Agreement's indemnity provision did not provide for recovery of attorneys fees.
- Any fees awarded under RCW 4.12.090 on the Court's order changing venue did not authorize a bond for all attorneys fees and costs incurred in the action.

CP 349-357.

Seattle Shellfish and Mr. Gibbons replied with several new arguments not raised in the Motion, as follows:

- White Coral had breached the LLC Agreement by not making its full capital contribution.
- That additional bond was required because “charges” means something different than “costs” within RCW 4.84.210
- That fees were appropriate as:
  - The LLC Agreement provided for indemnification;
  - The Order Granting Change of Venue had awarded fees; and,
  - White Coral’s claims were frivolous.

CP 400-406. Additionally, Seattle Shellfish and Mr. Gibbons complained that they were on an uneven playing field as any judgment they might obtain against White Coral would be, “as a practical matter, uncollectible.” CP 402. Again, Seattle Shellfish and Mr. Gibbons sought bond of “at least” \$200,000. CP 400.

On September 22, 2006, the Thurston County Superior Court granted the Security Motion and required that White Coral post a bond of \$125,000 pursuant to RCW 4.84.210 (“September Order”). CP 412-414. The Order also stayed all proceedings, including the pending motion for summary judgment, until the bond was posted. CP 412-414. Further, the trial court ordered that if the

bond was not posted within 90 days of the September Order, White Coral's claims would be dismissed without prejudice. CP 412-414.

On January 26, 2007, the Thurston County Superior Court entered an Order Dismissing Plaintiff's Claims without prejudice ("January Order") as White Coral had not posted the \$125,000 bond required by the September Order. CP 427-429.

On March 16, 2007, the Thurston County Superior Court entered an Order Dismissing Seattle Shellfish LLC's Counterclaim Pursuant to CR 41(a)(1)(B) without prejudice ("March Order"). CP 433-434.

On April 13, 2007, White Coral filed its Notice of Appeal. CP 435-444.

## **V. ARGUMENT**

### **A. THE *DE NOVO* STANDARD OF REVIEW IS THE PROPER STANDARD TO APPLY**

This matter involves the construction of a statute, namely RCW 4.84.210 which provides:

When a plaintiff in an action, or in a garnishment or other proceeding, resides out of the county, or is a foreign corporation, or begins such action or proceeding as the assignee of some other person or of a firm or corporation, as to all causes of action sued upon, security for the costs and charges which may be awarded against such plaintiff may be required by the defendant or garnishee defendant. When required, all proceedings in the action or proceeding shall be stayed until a bond, executed by two or more persons, or by

a surety company authorized to do business in this state be filed with the clerk, conditioned that they will pay such costs and charges as may be awarded against the plaintiff by judgment, or in the progress of the action or proceeding, not exceeding the sum of two hundred dollars. A new or additional bond may be ordered by the court or judge, upon proof that the original bond is insufficient security, and proceedings in the action or proceeding stayed until such new or additional bond be executed and filed. The plaintiff may deposit with the clerk the sum of two hundred dollars in lieu of a bond.

Generally, the standard of review of the construction and application of a statute is a question of law. *Detention of Fox v. State, Dep't of Social & Health Services*, \_\_\_ Wn. App. \_\_\_, 158 P.3d 69, 76 (2007). In applying the *de novo* standard and the error of law standard,

The goal of statutory interpretation is to discern and implement the legislature's intent. In interpreting a statute, this court looks first to its plain language. If the plain language of the statute is unambiguous, then this court's inquiry is at an end. The statute is to be enforced in accordance with its plain meaning.

*State v. Armendariz*, 160 Wn.2d 106, 110, 156 P.3d 201 (2007).

"Only when no plain, unambiguous meaning appears through this inquiry do we resort to aids of statutory construction." *Griffin v. Thurston County*, 137 Wn. App. 609, 618, 154 P.3d 296 (2007).

White Coral notes that this matter focuses on the imposition of a \$125,000 bond by the trial court as a condition of maintaining suit under the following sentence of RCW 4.84.210:

A new or additional bond **may** be ordered by the court or judge, upon proof that the original bond is insufficient security, and proceedings in the action or proceeding stayed until such new or additional bond be executed and filed.

(Emphasis added.) As RCW 4.84.210 uses the term “may” there is the possibility that a discretionary element exists and thus the abuse of discretion standard of review may apply even though the court is asked to construe the statute which, as stated above, involves the *de novo* standard of review. *E.g. Roberson v. Perez*, 156 Wn.2d 33, 42, 123 P.3d 844 (2005) (“By using the term “may,” RAP 2.5(c)(2) is written in discretionary, rather than mandatory, terms.”); *Canyon Lumber Co. v. Sexton*, 92 Wash. 620, 161 P. 841 (1916) (“... it is said that the statute is not obligatory in its terms; that it uses the term “may” instead of “must” and is thus permissive and not directory”). Under the abuse of discretion standard of review, a trial court abuses its discretion if its decision is manifestly unreasonable or based on untenable grounds. *Dix v. ICT Group, Inc.*, \_\_\_ Wn.2d \_\_\_, 161 P.3d 1016, 1020 (2007). Thus, there is an apparent overlap between standards of review when a statute allows for the exercise of discretion, as with RCW 4.84.210.

In attempting to resolve this conflict, Division Three has stated:

In general, the de novo standard is best applied when the appellate court stands in the same position as the trial court and may make a determination as a matter of law, while the abuse of discretion standard is applied when the trial court is in the best position to make a factual determination.

(Citations omitted.) *State v. Ortega*, 120 Wn.App. 165, 171, 84

P.3d 935 (2004), *review granted in part, cause remanded on other*

*grounds by*, 154 Wn.2d 1031 (2005). Recently, the Supreme Court

also further commented on this potential conflict in *Dix v. ICT*

*Group, Inc.* by stating:

If the trial court's ruling is based on an erroneous view of the law or involves application of an incorrect legal analysis it necessarily abuses its discretion. Thus, the abuse of discretion standard gives deference to a trial court's fact-specific determination on enforceability of a forum selection clause, while permitting reversal where an incorrect legal standard is applied. If, however, a pure question of law is presented, such as whether public policy precludes giving effect to a forum selection clause in particular circumstances, a de novo standard of review should be applied as to that question.

(Citations omitted.) *Id.* at 1020. The Supreme Court has also

stated:

In *Spokane Police Guild v. Liquor Control Bd.*, 112 Wn.2d 30, 35-36, 769 P.2d 283 (1989), we noted that the appellate court stands in the same position as the trial court where the record consists only of affidavits, memoranda of law, and other documentary evidence. This principle was drawn from the general rule that

where the record both at trial and on appeal consists entirely of written and graphic material-documents,

reports, maps, charts, official data and the like—and the trial court has not seen nor heard testimony requiring it to assess the credibility or competency of witnesses, and to weigh the evidence, nor reconcile conflicting evidence, then on appeal a court of review stands in the same position as the trial court in looking at the facts of the case and should review the record *de novo*.

*Smith v. Skagit Cy.*, 75 Wn.2d 715, 718, 453 P.2d 832 (1969) ... Under such circumstances, the reviewing court is not bound by the trial court's findings on disputed factual issues. *Smith*, 75 Wn.2d at 718-19, 453 P.2d 832.

(Other citations omitted.) *Progressive Animal Welfare Soc. v.*

*University of Washington*, 125 Wn.2d 243, 252-253, 884 P.2d 592 (1994).

Here, White Coral contends that the *de novo* standard of review applies because before the Court could have properly imposed a bond for attorneys fees in any amount (a discretionary act), it had to conclude (1) whether the statute allows for a bond for attorneys fees as a part of "costs" and/or "charges" if they are recoverable by Seattle Shellfish and Mr. Gibbons; and (2) whether attorneys fees were recoverable by the Respondents in this case—pure questions of law. However, under either the *de novo* standard or the abuse of discretion standard, reversal is warranted as the trial court made an error of law by holding that RCW 4.84.210 allowed for a bond for attorneys fees. Further, the trial court

abused its discretion by imposing a bond in excess of the \$200 authorized by the statute because there was no factual or legal basis to support such a ruling.

**B. THE AMERICAN RULE ON ATTORNEYS FEES GOVERNS THIS CASE—NONE OF THE EXCEPTIONS APPLY**

In its motion seeking relief under RCW 4.84.210, Seattle Shellfish and Mr. Gibbons specifically asked the court for a bond “to cover any attorneys fees that might be awarded” to them. CP 342-343 At Page 5 of its Reply Brief, Geysler claimed that recovery of attorneys fees was proper as either a “cost” or a “charge” within the meaning of RCW 4.84.210. CP 404. As is shown below, this is an incorrect analysis.

As is well known, the American rule on attorneys fees provides, attorneys fees and expenses are not recoverable absent specific statutory authority, a contractual provision, or a recognized ground in equity. *State v. Keeney*, 112 Wn.2d 140, 142, 769 P.2d 295 (1989). As is shown below, none of these recognized exceptions apply in this case.

**1. There is No Statutory Basis for Attorneys Fees**

RCW 4.84.210 must be read in conjunction with other statutes which relate to costs and charges, not in isolation of them.

We agree that the language of ... [RCW 23B.14.050] (2)(e) is not to be read in isolation. An appellate court reviews questions of statutory construction de novo. The examination begins with the language of the statute *and related statutes* to determine whether plain statutory language shows the intended meaning of the statute in question. If this examination leads to a plain meaning, that is the end of the inquiry. If, however, the statutory language is amenable to more than one reasonable interpretation, a court may then resort to legislative history, principles of statutory construction, and relevant case law to resolve the ambiguity and ascertain the meaning of the statute

(Original Emphasis.) *Ballard Square Condominium Owners Ass'n v. Dynasty Const. Co.*, 158 Wn.2d 603, 612, 146 P.3d 914 (2006).

Here, when reference is made to the other statutes on costs and attorneys fees, the meaning is clear: RCW 4.84.210 is not a basis for attorneys fees nor should a bond be imposed for them under the statute unless a separate basis exists.

**a. Attorneys Fees Are Not Costs Under RCW 4.84.010**

RCW 4.84.010<sup>3</sup> defines costs and must be read in conjunction with RCW 4.84.210. *Ballard Square, supra*. As such,

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<sup>3</sup>The statute provides:

**The measure and mode of compensation of attorneys and counselors, shall be left to the agreement, expressed or implied, of the parties.** There shall be allowed to the prevailing party upon the judgment certain sums by way of indemnity for the prevailing party's expenses in the action, which allowances are termed costs, including, in addition to costs otherwise authorized by law, the following expenses:

- (1) Filing fees;

the right to recover costs is a matter of statutory regulation which limits the recovery to those specific identified expenses.

Costs as narrowly defined in RCW 4.84.010 include specific fees the prevailing party has incurred. Cost bills should not be inflated to recover additional fees. Items that are allowable as costs include: filing fees, costs of service of process, notary fees, costs of reports and records as evidence, statutory attorney and witness fees, costs of transcription of depositions used at trial or arbitration and "costs otherwise authorized by law ...". RCW 4.84.010. The right to costs is a substantive right, "purely a matter of statutory regulation."

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- (2) Fees for the service of process by a public officer, registered process server, or other means, as follows:
    - (a) When service is by a public officer, the recoverable cost is the fee authorized by law at the time of service.
    - (b) If service is by a process server registered pursuant to chapter 18.180 RCW or a person exempt from registration, the recoverable cost is the amount reasonably incurred in effecting service;
  - (3) Fees for service by publication;
  - (4) Notary fees, but only to the extent the fees are for services that are expressly required by law and only to the extent they represent actual costs incurred by the prevailing party;
  - (5) Reasonable expenses, **exclusive of attorneys fees**, incurred in obtaining reports and records, which are admitted into evidence at trial or in mandatory arbitration in superior or district court, including but not limited to medical records, tax records, personnel records, insurance reports, employment and wage records, police reports, school records, bank records, and legal files;
  - (6) Statutory attorney and witness fees; and
  - (7) To the extent that the court or arbitrator finds that it was necessary to achieve the successful result, the reasonable expense of the transcription of depositions used at trial or at the mandatory arbitration hearing: PROVIDED, That the expenses of depositions shall be allowed on a pro rata basis for those portions of the depositions introduced into evidence or used for purposes of impeachment.

(Other citations omitted.) *Gerken v. Mutual of Enumclaw Ins. Co.*, 74 Wn. App. 220, 231, 872 P.2d 1108, rev. denied 125 Wn.2d 1005, 886 P.2d 1134 (1994).

Consistently, the Courts of Washington have ruled that costs under RCW 4.84.010 do not include attorneys fees. For example, in *Rocky Mountain Fire & Cas. Co. v. Rose*, 62 Wn.2d 896, 385 P.2d 45 (1963), the Washington Supreme Court, in a case involving the Uniform Declaratory Judgment Act, RCW 7.24.010 *et seq.*,<sup>4</sup> stated that "costs" awardable under RCW 4.84.010 do not include attorneys fees other than statutory fees.

In *Chapin v. Collard*, 29 Wn.2d 788, 795, 189 P.2d 642, 646 (1948), which was an action under the declaratory judgments act, this court said, in reference to the section of the act above quoted:

'We have repeatedly held that 'costs' do not include attorneys fees (other than statutory) or accountants' fees.

In *Fiorito v. Goerig*, 27 Wn. (2d) 615, 179 P. (2d) 316, we said:

"The term 'costs' is synonymous with the term 'expense.' Costs are allowances to a party for the expense incurred in prosecuting or defending a suit, and the word 'costs,' in the absence of statute or agreement, does not include counsel fees; in other words, counsel fees are not costs or recoverable

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<sup>4</sup> At issue in *Rocky Mountain* was RCW 7.24.100 which provides: "In any proceeding under this chapter, the court may make such award of costs as may seem equitable and just."

expenses incurred in prosecuting or defending a suit, either in suits in equity or actions at law.

"We have consistently followed the general rule concerning allowances of attorneys fees and other items of expense in preparation of trial, such as accountants' fees, that such allowances will be allowed only in case of agreement between the parties or by virtue of specific authority. *State ex rel. Macri v. Bremerton*, 8 Wn. (2d) 93, 111 P. (2d) 612."

*See, also, Schoenwald v. Diamond K Packing Co.*, 192 Wash. 409, 421, 73 P.2d 748 (1937), and *Beadle v. Barta*, 13 Wn.2d 67, 74, 123 P.2d 761 (1942).

62 Wn.2d at 899-900. These cases, coupled with the fact that RCW 4.84.010 specifically excludes common law attorneys fees, have soundly answered the question.

Further, as the term "costs" is not defined by RCW 4.84.210, resort to its dictionary definition is appropriate. *E.g. State v. Watson*, 146 Wn.2d 947, 954, 51 P.3d 66 (2002) ("in the absence of a statutory definition this court will give the term its plain and ordinary meaning ascertained from a standard dictionary.")

Merriam-Websters Online, [www.m-w.com](http://www.m-w.com), defines "cost" as:

**1a:** the amount or equivalent paid or charged for something  
: PRICE [**1**]  
**b:** the outlay or expenditure (as of effort or sacrifice) made to achieve an object

**2:** loss or penalty incurred especially in gaining something

**3plural :** expenses incurred in litigation; *especially :* those given by the law or the court to the prevailing party against the losing party

Finally, and perhaps most telling, RCW 4.84.010 not only does not include attorneys fees, it specifically excludes them. RCW 4.84.010(5); *see also Gerken*, 74 Wn. App. at 231.

Thus, as a matter of black letter law, the term “costs” used in RCW 4.84.210, and throughout the Revised Code of Washington, does not include attorneys fees. Further, the statute is not a basis for an award of (or a bond to pay an eventual award of) attorneys fees under RCW 4.84.210.

**b. Attorneys Fees Do Not Constitute Charges within RCW 4.84.210**

Again, in its Reply Brief in the Trial Court, Seattle Shellfish and Mr. Gibbons contended that the term “charges” in RCW 4.84.210 included attorneys fees. CP 403. This is incorrect.

**1) The Term “Charge” Is Merely A Synonym for “Cost”**

As with the term “costs”, RCW 4.84.210 does not define the term “charges”. Again, the Court is directed to look at other statutes using the term. *Ballard Square*, 158 Wn.2d at 612.

Other statutes using the term “charges” tend to use it interchangeably with the term “fee” and equate it with a monetary obligation. See Exhibit A for a list of the 100 statutes using the term “charge” or “charges” outside of a criminal context. Of course,

the term is widely used in criminal proceedings and jurisprudence to describe criminal offenses. *E.g. State v. Osborne*, \_\_\_ Wn. App. \_\_\_, \_\_\_ P.3d \_\_\_, 2007 WL 2242667 (August 7, 2007, Docket No. 25078-4-III)

Further, because the term “charges” is not defined within the meaning of RCW 4.84.210 resort to its dictionary definition is appropriate. *Watson*, 146 Wn.2d at 954. Merriam-Websters Online, [www.m-w.com](http://www.m-w.com), defines in relevant part:

**5 a : EXPENSE, COST** <gave the banquet at his own *charge*> **b** : the price demanded for something <no admission *charge*> **c** : a debit to an account <the purchase was a *charge*> **d** : the record of a loan (as of a book from a library) **e British** : an interest in property granted as security for a loan

Thus, the term “charges” is nothing more than a synonym for the term “cost” and has no true independent meaning either in common parlance or within the meaning of RCW 4.84.210. See *Rocky Mountain Fire*, 62 Wn.2d at 899-900 (“The term ‘costs’ is synonymous with the term ‘expense.’”).

**2) Washington Courts Regularly Hold that Separate Terms in Statutes May Be Given the Same Meaning**

To construe “charges” as a synonym for cost without an independent meaning is not a violation of the rule of statutory

construction that words in statutes are not to be read as superfluous because of the rule that no strained or frivolous reading of statutes is permitted. *Truly v. Heuft*, \_\_\_ Wn. App. \_\_\_, 158 P.3d 1276, 1281 (2007) (“we must consider the statute as a whole and avoid rendering any section meaningless or superfluous.”); *Burns v. City of Seattle*, \_\_\_ Wn.2d \_\_\_, \_\_\_ P.3d \_\_\_, 2007 WL 2199902, ¶41 (August 2, 2007) (“we avoid interpreting a statute in a manner that leads to unlikely, strained or absurd results.”). Thus, to give “charges” a different meaning than to “costs” imposes a definition that does not exist and thus creates an absurd result prohibited by Washington law.

Washington courts have several times ruled that separate terms in statutes or even our Washington Constitution may be given the same meaning, dependent, of course, on their individual definitions. *E.g. Martin v. Port of Seattle*, 64 Wn.2d 309, 317-318, 391 P.2d 540 (1964), *cert. denied*, 379 U.S. 989 (1964) (the term “damaged” as used in Wash. Const. Art. 1, §16 is subsumed by the term “taking”—“It is unnecessary to become embroiled in the technical differences between a taking and a damaging in order to accord the broader conceptual scope intended by the additional language.”).

In *State v. Saylor*, 36 Wn. App. 230, 673 P.2d 870 (1983), *superseded by statute*<sup>5</sup>, this Court was asked to interpret RCW 9A.88.010(1) which provided that: "a person is guilty of public indecency if he makes any open and obscene exposure of his person or the person of another knowing that such conduct is likely to cause reasonable affront or alarm."

We believe it is appropriate in interpreting a statute to use simple logic and to give ordinary English words their ordinary meaning. RCW 9A.88.010(1) defines the elements of the crime and (2) enhances the punishment if children are involved. Three ordinary words, underscored in the statutory text above, are significant in analyzing (1): "public," "open" and "exposure." Webster tells us that: "public" means "1: a place accessible or visible to all ..." "open" means "2a: completely free from concealment: exposed ...;" and "expose" means "2: to lay open to view:" *Webster's Third New International Dictionary* (Merriam 1969). Logic and a decent respect for both language and Legislature tell us that the latter would not in this context have used "open" as an adjective to "exposure" because the words are synonyms. **Therefore, it is logical to assume that "open" is used in relation to, and in the same sense as, "public."** Thus, the forbidden conduct is public conduct, and public, in the context, must refer to place.

(Footnote omitted; emphasis added.) 36 Wn. App. at 236.

In *Texaco Refining & Marketing, Inc. v. Dep't of Revenue*, 131 Wn. App. 385, 398, 127 P.3d 771 (2006), this Court engaged in a similar application of synonyms as used in a statute.

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<sup>5</sup> *State v. Saylor* was superseded by an amendment to RCW 9A.88.010 as described in *State v. Dubois*, 58 Wn. App. 299, 301-303, 793 P.2d 439 (1990). No opinion has criticized this Court for treating "open" as a synonym for "public" as stated in *Saylor*.

Texaco argues that its internal cost valuation represents the value of the exchanged product. In order to be considered the actual gross proceeds, Texaco's internal valuation numbers for the exchanged product would have to represent the "true value." RCW 82.04.450(1)(b). **"True value," in the context of this statute, means the fair market value. The dictionary lists "true value" as a synonym for "fair market value."** In addition, under "true value" the dictionary lists "[s]ee *fair market value*." Fair market value means the amount that a willing buyer would pay a seller who is not obligated to sell.

(Other citations omitted; Emphasis added.)

And again in *Almquist v. Finley School Dist. No. 53*, 114 Wn.

App. 395, 404-405, 57 P.3d 1191 (2002), *review denied*, 149

Wn.2d 1035 (2003) :

Under the Act, a " 'manufacturer' includes a product seller who designs, produces, makes, fabricates, constructs, or remanufactures the relevant product or component part of a product before its sale to a user or consumer." RCW 7.72.010(2). **Since the relevant synonyms are not defined by the statute, we give them their dictionary definition.** *Washburn v. Beatt Equip. Co.*, 120 Wn.2d 246, 259-61, 840 P.2d 860 (1992).

And in *Fraternal Order of Eagles, Tenino Aerie No. 564 v.*

*Grand Aerie, Fraternal Order of Eagles*, 108 Wn. App. 208, 217, 27

P.3d 1254 (2001), this Court stated in interpreting RCW

49.60.040(10):

**But, read in the context of the statute, "including" is a synonym for the word "and."** "Including" brings "fraternal organizations" within the list separated by the adjective clause. By use of this language, the legislature already

determined that fraternal organizations are, by their very nature, "distinctly private."

(Footnote omitted.) On appeal, while reversing the Court of Appeals on other grounds, the Supreme Court stated:

Since the WLAD does not define "fraternal organizations" and "clubs," the words may be given their ordinary meaning by reference to a standard dictionary. Both "club" and "fraternity" (from which "fraternal" is derived) are defined as an association of persons organized for a common object or purpose. **From this we conclude the trial court correctly determined that "club" and "fraternal organizations" are of the same nature.**

(Emphasis added; Footnotes omitted.) *Fraternal Order of Eagles, Tenino Aerie No. 564 v. Grand Aerie of Fraternal Order of Eagles*, 148 Wn.2d 224, 242-243, 59 P.3d 655 (2002).

Thus, separate terms can have the same meaning under Washington law. Under RCW 4.84.210, "charges" is no different than "costs" and should be construed as such.

### **3) The Term "Charges" Can Not Be Read Alone**

As an alternative argument, should the Court conclude that "charges" is not synonymous with "costs" within RCW 4.84.210, the Court should rule that "charges" cannot be read as blanket and sole authority for attorneys fees in an effort to give it meaning. *E.g. Sammamish Community Council v. City of Bellevue*, 108 Wn. App.

46, 54, 29 P.3d 728 (2001) ("We presume the Legislature intended to give meaning to each word in the statute.").

Again, statutes are to be read in conjunction with related statutes to interpret the Legislature's intent. *Ballard Square*, 158 Wn.2d at 612. In *Burns v. City of Seattle*, \_\_\_ Wn.2d \_\_\_, \_\_\_ P.3d \_\_\_, 2007 WL 2199902 (August 2, 2007), the Supreme Court was asked to decide the validity of a contractual provision whereby Seattle City Light agreed to pay a percentage of revenues received from other local smaller municipalities in exchange for the promise to forbear from establishing their own municipal electric utilities. At issue in *Burns* was RCW 35.21.860(1)<sup>6</sup> which provides:

No city or town may impose a **franchise fee or any other fee or charge** of whatever nature or description upon the light and power, or gas distribution businesses, as defined in RCW 82.16.010, or telephone business, as defined in RCW 82.04.065, or service provider for use of the right of way ...

(Emphasis added.)

One of the questions decided was whether RCW 35.21.860(1), by using the phrase "any other fee or charge", included "a contractual debt incurred in exchange for valuable

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<sup>6</sup> RCW 35.21.860 was amended by the 2007 Legislature which changed the reference to RCW 82.04.065 to RCW 82.16.010. 2007 Laws, Ch. 6 (SSB No. 5089) Sec. 1020. The effective date of this change is July 1, 2008. 2007 Laws, Ch. 6 (SSB No. 5089) Sec. 1707.

consideration independent from a franchisee's right to occupy the streets." *Burns*, ¶30. The Court stated:

First, a doubtful term or phrase in a statute or ordinance takes its meaning from associated words and phrases. When two or more words are grouped together and have a similar but not equally comprehensive meaning, the general word is limited and restricted by the special word. Here, the phrase "any other fee or charge" must be interpreted in association with "franchise fee" and the enumerated exceptions to the prohibition on municipal exactions from franchisees.

The statutory language "**or any other fee or charge of whatever nature or description,**" read in conjunction with "**franchise fee**" and the statutory exceptions, reflects the legislature's intent to prevent a city from imposing additional fees and charges on franchisees as a condition for using the right-of-way, regardless of its nominal designation, other than those specifically enumerated.

(Citations omitted; emphasis added.) *Burns v. City of Seattle*, 2007 WL 2199902, ¶36. Thus, the Supreme Court construed the phrase "any other fee or charge" in conjunction with "franchise fee" and held that it did not have as separate meaning but was a related term.

The same is true here. The term "costs" has a specific statutory definition under RCW 4.84.010. The term "charge" is not specifically defined by RCW 4.84.010. Thus, the general term "charge" is limited by (and modified by) specific term "costs." It does not expand the meaning of the term. Further, as argued

below, both terms are modified by subsequent language in RCW 4.84.210.

RCW 4.84.210 provides that security for costs and charges only in the instance in which they may be awarded against such plaintiff. Thus, the statute itself does not stand for the award, but directs the parties also to the question of what may be awarded to a plaintiff. In such an instance then, the statute recognizes that it is not a basis for attorneys fees and costs but directs the parties to another basis for fees.

The phrase "which may be awarded against such plaintiff" modifies the terms "costs and charges" as it is an adjective clause modifies those terms. See *Caughey v. Employment Sec. Dep't*, 81 Wash.2d 597, 602, 503 P.2d 460 (1972) ("[W]here no contrary intention appears in a statute, relative and qualifying words and phrases refer to the last antecedent."); *Lakeside Country Day School v. King County*, 179 Wash. 588, 591, 38 P.2d 264 (1934) ("It is a rule of law as old as the law itself, that a relative clause shall be construed to relate to the nearest antecedent that will make sense." (quoting *State ex rel. Peck v. Anderson*, 92 Mont. 298, 13 P.2d 231, 233 (1932))); *Casco Co. v. Olympia*, 124 Wash. 218, 222, 213 P. 915 (1923) ("The general rule that a proviso is deemed

to apply only to the immediately preceding clauses or provisions in the section in which it is found is subject to many exceptions. It is always a question of legislative intent[.]”).

As “charges” is thus limited by the phrase “which may be awarded against such plaintiff,” it is appropriate to determine what “charges” can be awarded here by reference to other statutes, agreements, case law and rules on the recovery of attorneys fees and “charges” in litigation.

Therefore, the question becomes what is recoverable by Seattle Shellfish and Mr. Gibbons against White Coral. As is shown below, attorneys fees cannot be recovered against White Coral as there is no statutory, contractual or equitable basis to recover them.

**c. As the LLC Agreement Does Not Provide for Attorneys Fees, They Are Not Authorized Under RCW 4.84.330**

It is undisputed that the LLC Agreement does not include an attorneys fees provision. RCW 4.84.330, is the statutory authority controlling the award of attorney fees and costs in actions on a contract, and provides, in relevant part:

**In any action on a contract or lease entered into after September 21, 1977, where such contract or lease specifically provides that attorney's fees and costs, which**

are incurred to enforce the provisions of such contract or lease, shall be awarded to one of the parties, the prevailing party, whether he is the party specified in the contract or lease or not, shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

(Emphasis added.) Because there is no provision for an award of attorneys fees in the Agreement, the statute does not authorize the award of attorneys fees in any instance. *Nelson v. McGoldrick*, 127 Wn.2d 124, 140, 896 P.2d 1258 (1995).

**e. The Change of Venue Statute, RCW 4.12.090, Does not Provide for Fees for the Entire Action, Only those Incurred in Changing Venue**

As if such an order might also provide some authority for an increased security bond, Defendants point to the King County Court's order awarding attorneys fees for prevailing on their Motion for Change of Venue under RCW 4.12.090. That award for fees incurred in changing venue, granted pursuant to statute, does not entitle Defendants to recover their fees for the remainder of the case, or otherwise justify an increase in the security bond.

**f. RCW 4.84.185 Does Not Provide for An Award of Fees—The Matter is Not Frivolous**

At page 5 of its Reply Brief in the Trial Court, Seattle Shellfish and Mr. Gibbons contended that White Coral's claims

were frivolous within the meaning of RCW 4.84.185<sup>7</sup>. CP 403-404.

More particularly, Seattle Shellfish and Mr. Gibbons contend that:

- White Coral was regularly provided with an accounting.
- White Coral had not responded to discovery requests asking it to articulate the alleged breaches of fiduciary duty.
- White Coral did not make its full capital contribution and therefore breached the LLC Agreement.
- The matter is bared by the statute of limitations.
- Seattle Shellfish is owed \$589,405 under the LLC Agreement.

CP 404.

Under RCW 4.84.185, a court cannot pick and choose among those aspects of an action that are frivolous and those that are not. The action must be viewed in its entirety and only if it is frivolous as a whole will an award of fees be appropriate. An action is frivolous if it “cannot be supported by any rational argument on the law or facts.”

(Citations omitted.) *Jeckle v. Crotty*, 120 Wn. App. 374, 387, 85

P.3d 931 (2004). Here, White Coral’s claims are not frivolous as a

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<sup>7</sup> Seattle Shellfish and Mr. Gibbons do not cite to RCW 4.84.185 but only use the term “frivolous” which is defined by RCW 4.84.185. CP 403-404. The statute provides: In any civil action, the court having jurisdiction may, upon written findings by the judge that the action, counterclaim, cross-claim, third party claim, or defense was frivolous and advanced without reasonable cause, require the nonprevailing party to pay the prevailing party the reasonable expenses, including fees of attorneys, incurred in opposing such action, counterclaim, cross-claim, third party claim, or defense. This determination shall be made upon motion by the prevailing party after a voluntary or involuntary order of dismissal, order on summary judgment, final judgment after trial, or other final order terminating the action as to the prevailing party. The judge shall consider all evidence presented at the time of the motion to determine whether the position of the nonprevailing party was frivolous and advanced without reasonable cause. In no event may such motion be filed more than thirty days after entry of the order.

matter of law, as Seattle Shellfish and Mr. Gibbons admitted a justiciable controversy in their counterclaim:

1. **Declaratory Relief. There is a present and justiciable controversy between and amongst the defendants and the plaintiff as to the matters described in the plaintiff's complaint.** In particular, the Court should grant declaratory relief establishing the following:
  - a. Whether defendants acted properly in assuming control over ...[Geysler];
  - b. Whether the defendants have properly accounted for all amounts received by ... [Geysler] in connection with the transfer of assets of property. [sic]
  - c. Whether defendants have denied the plaintiff access to ... [Geysler's] books and records; [and]
  - d. Whether the defendants have otherwise acted in full conformance of their obligations under the law.

(Emphasis added.) CP 293.

Second, no application has been made to the trial court for a determination of frivolity. Thus, there is no basis Seattle Shellfish's and Mr. Gibbons' claims that White Coral's claims are frivolous; rather, all that has been submitted is the argument of counsel on the point. CP 403-404. Such statements are argument only, not a finding or conclusion as required by the statute.

Finally, in support of its claim that the action is frivolous, Seattle Shellfish and Mr. Gibbons claim that White Coral's failure to

contribute the full \$3,000,000 into Geysers renders its claims frivolous. CP 401. This is incorrect. The LLC Agreement specifically envisions a situation where White Coral would not make a capital contribution of \$3,000,000 and adjusts White Coral's percentage interest in Geysers accordingly. The document provides:

If White Coral Corporation fails to make installment (including an accelerated installment under the preceding paragraph) within thirty days of the due date, the Company shall send White Coral Corporation Notice of default [sic]. In the event that White Coral Corporation shall fail to remedy the default, for whatever reasons, within thirty days of receiving the Notice of default [sic], then the relative Membership Interest of White Coral Corporation shall be equal to a Percentage Interest of 2.167% for each \$100,000 in capital invested through the date of default, and the balance of the Percentage Interest of the Company shall be allocated to the remaining Members on a pro rata basis in proportion to the remaining Member's respective Percentage Interest. Furthermore, White Coral Corporation may not be permitted to make any additional installment.

CP 128. The alleged failure to make the full capital contribution to Geysers, is not a breach of the LLC Agreement by White Coral but an act that was envisioned by the members of Geysers. White Coral's claims are not frivolous.

**2. The LLC Agreement Does Not Provide for an Award of Attorneys Fees—There is No Contractual Basis for the Claim**

RCW 4.84.330 provides in relevant part:

In any action on a contract or lease entered into after September 21, 1977, where such contract or lease **specifically provides** that attorney's fees and costs, which are incurred to enforce the provisions of such contract or lease, shall be awarded to one of the parties, the prevailing party, whether he is the party specified in the contract or lease or not, shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

Courts regularly interpret this provision as requiring a specific clause on attorneys fees before an award will be rendered regarding a contract. *E.g. United Van Lines v. Hertz Penske Truck Leasing, Inc.*, 710 F. Supp. 283, 290 (W.D. Wash., 1989).

It is undisputed that the LLC Agreement does not contain an attorneys fees provision. Despite this, Seattle Shellfish and Mr. Gibbons contend that Paragraph 4.19 and 5.2 of the LLC Agreement provide them with a basis to claim attorneys fees against White Coral. CP 403. These paragraphs provide:

4.19. Indemnity of the Managers and Officers. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under Section 25.15.040(1)(b)<sup>8</sup> of the Washington Act<sup>9</sup>.

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<sup>8</sup> RCW 25.15.040(1)(b) provides: (1) The limited liability company agreement may contain provisions not inconsistent with law that: ... (b) Indemnify any member or manager from and against any judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which an individual is a party because he or she is, or was, a member or a manager, provided that no such indemnity shall indemnify a member or a manager from or on account of acts or omissions of the member or manager finally adjudged to be intentional misconduct or a knowing violation of law by the member or manager, conduct of the member or manager adjudged to be in violation of RCW 25.15.235, or any transaction with respect to which it was finally adjudged that such member or manager received a benefit in money, property, or services to which such member or manager was not legally entitled.

The Company shall also indemnify its Officers, employees, and other agents who are not Managers to the fullest extent permitted by law.

CP 124.

- 5.2 Limitation of Liability and Indemnification. Each Member's liability shall be limited, and each Member shall be indemnified by the Company, as set forth in this Agreement and to the fullest extent permitted under the Washington Act and other applicable law. No Member will be personally liable for any debts or losses of the Company beyond his, her or its respective Capital Contributions or as otherwise required by law. A Member who received any distribution is liable to the Company only to the extent now or hereafter provided by the Washington Act.

CP 126.

In Washington, general indemnity clauses do not constitute a basis to claim attorneys fees without specific language on the point. In *Tri-M Erectors, Inc. v. Donald M. Drake Co.*, 27 Wn. App. 529, 618 P.2d 1341 (1980), *review denied*, 95 Wn.2d 1002 (1981), the Court of Appeals held that where a contract failed to indemnify a party for attorneys fees and costs incurred in an action to establish indemnification, attorneys fees and costs were not properly awarded to the party. The Court stated, citing *Jones v. Strom Const. Co.*, 84 Wn.2d 518, 527 P.2d 1115 (1974):

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<sup>9</sup> The term "Washington Act" is defined by ¶1.1(cc) of the LLC Agreement as the "Washington Limited Liability Company Act, as amended from time to time."

(Whether attorneys fees attributable solely to litigation of the indemnity issue itself are recoverable. The general and virtually unanimous rule appears to limit the allowance of such fees to the defense of the claim indemnified against and not to extend such allowance for services rendered in establishing the right to indemnification. We hold, therefore, that, in the absence of express contractual terms to the contrary, an indemnitee may not recover legal fees incurred in establishing his right to indemnification.

(Citations omitted.) *Tri-M Erectors*, 27 Wn. App. at 538.

In *Jacobs Meadow Owners Ass'n v. Plateau 44 II, LLC*, \_\_\_ Wn. App. \_\_\_, 162 P.3d 1153 (2007), Division One recently discussed the general rules of indemnity and the treatment of attorneys fees as either damages as a result of a breach of the duty to indemnify or as costs of a litigation.<sup>10</sup> There, the Court ruled that a party could claim attorneys fees and costs as a element of damages where a party refused to honor its duty to indemnify where there was a specific contractual provision allowing them. 162 P.3d 1153 at ¶¶43-45. Thus, before claiming attorneys fees as an element of damages, there first must be a duty to indemnify the party seeking the attorneys fees and costs for such expenses (*i.e.* specific contractual language on the point).

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<sup>10</sup> The indemnity provision at issue in *Jacobs Meadow* stated: "Subcontractors duty to defend, indemnify and hold Contractor harmless shall include ... Contractor's personnel-related costs, **reasonable attorneys fees**, court costs and all other claim-related expenses." 162 P.3d 1153, ¶¶31.

Here, there is no duty owed by White Coral to indemnify any party to the litigation. Rather, Paragraph 4.2 of the LLC Agreement states that the Company, *i.e.*, Geysler, has the responsibility of indemnifying its Managers. It does not state that White Coral, as a member of Geysler has the obligation to indemnify anyone.

Paragraph 5.2 is similarly deficient on the point. While it uses the word “indemnification” in its heading, its text limits each member’s liability for debts to its respective capital contribution into Geysler. The paragraph is not a requirement that White Coral indemnify anyone.

As there is no duty to indemnify owed by White Coral to any party to this litigation, and there is no specific provision in the LLC Agreement awarding attorneys fees to a prevailing party (or similar language), there is simply no basis to require a bond by White Coral to pay them in the future. The exception does not apply.

### **3. There is No Equitable Basis to Impose Fees**

Washington case law recognizes four equitable grounds for awarding attorney fees: bad faith, preservation of a common fund, to protect constitutional integrity, and for private attorney actions.

16 WASHINGTON PRACTICE, § 5.20. A further basis for fees can exist

under a claim of equitable indemnity where the following elements are met:

One of the recognized equitable grounds under which fees may be awarded is the theory of equitable indemnity, or the "ABC rule". Under this theory, "where the acts or omissions of a party to an agreement or event have exposed one to litigation by third persons-that is, to suit by third persons not connected with the initial transaction or event-the allowance of attorney's fees may be a proper element of consequential damages."

*Blueberry Place Homeowners Ass'n v. Northward Homes, Inc.*, 126 Wn. App. 352, 358, 110 P.3d 1145 (2005).

Here, there is no factual support for any claim by Seattle Shellfish and Mr. Gibbons for an equitable claim against White Coral. White Coral has not acted in bad faith toward them (nor does Seattle Shellfish or Mr. Gibbons so contend). White Coral does not maintain a common fund for the benefit of Seattle Shellfish or Mr. Gibbons. There is no issue relating to constitutional integrity or a private attorney general action in this case. Further, no act by White Coral has subjected Seattle Shellfish or Mr. Gibbons to litigation by a third party. Thus, an equitable indemnity claim for attorneys fees does not apply.

Oddly, Seattle Shellfish and Mr. Gibbons contend that because of White Coral's request for attorneys fees in its prayer for relief, that they too have a similar claim. This is incorrect.

Seattle Shellfish and Mr. Gibbons, as managers, owe fiduciary duties to White Coral, a non-managing member of Geysler. *Dragt v. Gragt/DeTray, LLC*, \_\_\_ Wn. App. \_\_\_, 161 P.3d 473, ¶¶ 35-39 (2007). In such an instance, if the trial court concludes that Seattle Shellfish or Mr. Gibbons have breached those duties to White Coral, then White Coral is entitled to claim its attorneys fees and costs.

In *Hsu Ying Li v. Tang*, 87 Wn.2d 796, 557 P.2d 342 (1976), the Washington Supreme Court affirmed an award in attorneys fees in a situation analogous this case. There, the respondent partner assumed sole management responsibilities of a partnership from his former partner, kept no partnership records, commingled the partnership's funds and expenses with his own and failed to provide the petitioner partner with an accounting. The Court determined that the respondent partner had breached his fiduciary duty to the petitioner partner stating:

The relation of partners is fiduciary in character and imposes upon the members the obligation of the

utmost good faith. We said in *Simich v. Culjak*, 27 Wn. 2d 403, 178 P.2d 336:

'It is the universal rule that partners are required to exercise the utmost good faith toward each other, and, where an accounting is had, it is the duty of a partner who manages, conducts, or operates a partnership business, to render complete and accurate account of all the partnership business. This rule is grounded upon the theory that the managing partner is acting as a trustee for his firm.'

Respondent's negligent breach of his fiduciary duty to petitioner is tantamount to constructive fraud. Petitioner necessarily instituted this lawsuit to compel respondent to carry out his fiduciary duties as manager of the partnership. The lawsuit preserved the partnership assets and prevented respondent from further commingling the partnership with his separate assets.

(Other citations omitted.) *Tang*, 87 Wn.2d at 800-801.

These same facts and circumstances are presented in this case and it is under the Supreme Court's analysis of *Tang* that White Coral claims entitlement to attorneys fees.

It does not follow, however, that Seattle Shellfish and Mr. Gibbons have a corresponding right. Their counterclaim is devoid of any allegations that Plaintiff breached a fiduciary duty owed to Defendants. Likewise, there is not one assertion that White Coral is liable to Seattle Shellfish or Mr. Gibbons on the basis of constructive fraud, or on a common fund theory, or due to bad faith

or wantonness of conduct. Rather, Defendants' counterclaim is framed solely in terms of a breach of contract which contains no attorneys fees provision for the prevailing party.

**C. DEFENDANTS' MOTION IS FACTUALLY INSUFFICIENT TO INCREASE THE SECURITY BOND—THE TRIAL COURT ABUSED ITS DISCRETION**

Seattle Shellfish and Mr. Gibbons failed to provide a factual basis for their joint claim of a bond. The provision of RCW 4.84.210 allowing a party to request an increase in the amount of the security bond for costs, requires the movant to submit "proof that the original bond [in the amount of \$200] is insufficient security".

Under the plain terms of the statute, Seattle Shellfish and Mr. Gibbons were first required to provide the trial court with proof of their entitlement to recover attorneys fees. Second, they were required to prove that the \$200 statutory amount was insufficient security for recoverable costs and charges. They did not do so. As Seattle Shellfish and Mr. Gibbons failed to offer any evidence that would support an increased security bond for recoverable costs and charges, the trial court abused its discretion in imposing a \$125,000 bond.

**VI. CONCLUSION**

For the above stated reasons, the trial court should be reversed, a bond or cash equivalent of \$200 should be imposed upon White Coral pursuant to RCW 4.84.210, and its claims should be reinstated.

Dated this 20<sup>th</sup> day of August, 2007.

Law Office of George Kargianis, Inc. P.S.

By: *Kevin John WSBA 36918 for*  
George Kargianis, WSBA 286

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By:   
Catherine C. Clark, WSBA 21231

Attorneys for Appellants

**Certificate of Service**

I hereby certify that I caused the foregoing document to be served upon the below named individual in the identified manner on this 20<sup>th</sup> day of August, 2007:

**Via Hand Delivery**

Mr. Matthew B. Edwards  
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1115 West Bay Drive, Suite 302  
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\_\_\_\_\_  
Chris Roundtree

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# Exhibit A

## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

1. West's RCWA 35.57.100 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.57. PUBLIC FACILITIES DISTRICTS 35.57.100. Tax on admissions  

**charge to a regional center.** This includes a tax on persons who are admitted free of **charge** or at reduced rates if other persons pay a **charge** or a regular higher **charge** for the same privileges or accommodations. The term "admission **charge**" includes: (1) A **charge** made for season tickets or subscriptions; (2) A cover **charge**, or a **charge** made for use of seats and tables reserved or otherwise, and other similar accommodations; (3) A **charge** made for food and refreshment if free entertainment, recreation, or amusement is provided; (4) A **charge** made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is **charged**, the combined **charges** shall be considered as the admission **charge**; (5) Automobile parking **charges** if the amount of the **charge**
  
2. West's RCWA 36.100.210 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.100. PUBLIC FACILITIES DISTRICTS 36.100.210. Tax on admissions  

**charge to a regional center, as defined in RCW 35.57.020.** This includes a tax on persons who are admitted free of **charge** or at reduced rates if other persons pay a **charge** or a regular higher **charge** for the same privileges or accommodations. The term "admission **charge**" includes: (1) A **charge** made for season tickets or subscriptions; (2) A cover **charge**, or a **charge** made for use of seats and tables reserved or otherwise, and other similar accommodations; (3) A **charge** made for food and refreshment if free entertainment, recreation, or amusement is provided; (4) A **charge** made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is **charged**, the combined **charges** shall be considered as the admission **charge**; (5) Automobile parking **charges** if
  
3. ▷ West's RCWA 35.21.280 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.21. MISCELLANEOUS PROVISIONS 35.21.280. Tax on admissions--Exceptions  

**charge to collect and remit the tax to the city or town.** (3) The term "admission **charge**" includes: (a) A **charge** made for season tickets or subscriptions; (b) A cover **charge**, or a **charge** made for use of seats and tables reserved or otherwise, and other similar accommodations; (c) A **charge** made for food and refreshment in any place where free entertainment, recreation or amusement is provided; (d) A **charge** made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is **charged**, the combined **charges** shall be considered as the admission **charge**; (e) Automobile parking **charges** if the amount of the **charge**

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

4. P West's RCWA 36.38.010 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.38. ADMISSIONS TAX 36.38.010. Taxes authorized--Exception as to schools

**charge**" includes a **charge** made for season tickets or subscriptions, a **cover charge**, or a **charge** made for use of seats and tables, reserved or otherwise, and other similar accommodations; a **charge** made for food and refreshments in any place where any free entertainment, recreation, or amusement is provided; a **charge** made for rental or use of equipment or facilities for purpose of recreation or amusement, and where the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is **charged**, the combined **charges** shall be considered as the admission **charge**. It shall also include any automobile parking **charge** where the amount of such **charge** is determined according to the number of passengers in any automobile.

5. C West's RCWA 63.14.130 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 63. PERSONAL PROPERTY CHAPTER 63.14. RETAIL INSTALLMENT SALES OF GOODS AND SERVICES 63.14.130. Retail installment contracts, retail charge agreements, and lender credit card agreements--Service charge agreed to by contract--Other fees and charges prohibited

63.14.130. Retail installment contracts, retail **charge** agreements, and lender credit card agreements--Service **charge** agreed to by contract--Other fees and **charges** prohibited The service **charge** shall be inclusive of all **charges** incident to investigating and making the retail installment contract or **charge** agreement and for the privilege of making the installment payments thereunder and no other fee, expense or **charge**

6. C West's RCWA 82.32.510 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 82. EXCISE TAXES CHAPTER 82.32. GENERAL ADMINISTRATIVE PROVISIONS 82.32.510. Scope of mobile telecommunications act--Identification of taxable and nontaxable charges (Contingent expiration date)

**charge**, or fee from a customer that has failed to provide its place of primary use. (2) If a taxing jurisdiction does not otherwise subject **charges** for mobile telecommunications services to taxation and if these **charges** are aggregated with and not separately stated from **charges** that are subject to taxation, then the **charges** for nontaxable mobile telecommunications services may be subject to taxation unless the mobile telecommunications service provider can reasonably identify **charges** not subject to the tax, **charge**, or fee from its books and records that are kept in the regular course of business. (3) If a taxing jurisdiction does not subject **charges** for mobile telecommunications services to taxation, a customer may not rely upon the nontaxability of **charges** for mobile telecommunications services unless the customer's home service provider separately states the **charges** for nontaxable mobile telecommunications services from taxable **charges**

## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

7. **C** West's RCWA 57.08.081 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 57. WATER-SEWER DISTRICTS CHAPTER 57.08. POWERS 57.08.081. Rates and charges--Delinquencies
- 3) The commissioners shall enforce collection of connection **charges**, and rates and **charges** for water supplied against property owners connecting with the system or receiving such water, and for sewer and drainage services **charged** against property to which and its owners to whom the service is available, such **charges** being deemed **charges** against the property served, by addition of penalties of not more than ten percent thereof in case of failure to pay the **charges** at times fixed by resolution. The commissioners may provide by resolution that where either connection **charges** or rates and **charges** for services supplied are delinquent for any specified period of time, the district shall certify the delinquencies to the auditor of the county in which the real property is located, and the **charges**
8. **P** West's RCWA 82.32.555 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 82. EXCISE TAXES CHAPTER 82.32. GENERAL ADMINISTRATIVE PROVISIONS 82.32.555. Telephone service taxes--Identification of taxable and nontaxable charges
- 82.32.555. Telephone service taxes--Identification of taxable and nontaxable **charges** If a taxing jurisdiction does not subject some **charges** for telephone services to taxation, but these **charges** are aggregated with and not separately stated from **charges** that are subject to taxation, then the **charges** for nontaxable telephone services may be subject to taxation unless the telephone service or provider can reasonably identify **charges** not subject to the tax, **charge**, or fee from its books and records that are kept in the regular course of business and for purposes other than merely allocating the sales price of an aggregated **charge**
9. Commission on Judicial Conduct Rules of Procedure CJCRP 19 WEST'S WASHINGTON COURT RULES COMMISSION ON JUDICIAL CONDUCT COMMISSION ON JUDICIAL CONDUCT RULES OF PROCEDURE (CJCRP) SECTION III. DISCIPLINARY PROCEEDINGS RULE 19. STATEMENT OF CHARGES
- RULE 19. STATEMENT OF **CHARGES** (a) General. The statement of **charges** shall give fair and adequate notice of the nature of the alleged misconduct or incapacity. The statement of **charges** shall be filed at the commission's offices and a copy of the statement of **charges** shall be served upon respondent with proof of service filed at the commission. (b) Amendments to Statement of **Charges** or Answer. The commission, at any time prior to its decision, may allow or require amendments to the statement of **charges** or the answer. The statement of **charges**

## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

10. **C** West's RCWA 52.18.030 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.030. Resolution establishing benefit charges--Contents--Listing-- Collection
- Chapter 52.18. Benefit Charges 52.18.030. Resolution establishing benefit charges --Contents--Listing-- Collection The resolution establishing benefit charges as specified in RCW 52.18.010 shall specify, by legal geographical areas or other specific designations, the charge to apply to each property by location, type, or other designation, or other information that is necessary to the proper computation of the benefit charge to be charged to each property owner subject to the resolution. The county assessor of each county in which the district is located shall determine and identify the personal properties and improvements to real property which are subject to a benefit charge
11. **P** West's RCWA 18.235.050 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 18. BUSINESSES AND PROFESSIONS CHAPTER 18.235. UNIFORM REGULATION OF BUSINESS AND PROFESSIONS ACT 18.235.050. Statement of charges--Hearing
- charge or charges may be prepared and served upon the license holder or applicant. The statement of charge or charges must be accompanied by a notice that the license holder or applicant may request a hearing to contest the charge or charges. The license holder or applicant must file a request for a hearing with the disciplinary authority within twenty days after being served the statement of charges.
12. **P** West's RCWA 18.130.090 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 18. BUSINESSES AND PROFESSIONS CHAPTER 18.130. REGULATION OF HEALTH PROFESSIONS--UNIFORM DISCIPLINARY ACT 18.130.090. Statement of charge--Request for hearing
- charge or charges shall be prepared and served upon the license holder or applicant at the earliest practical time. The statement of charge or charges shall be accompanied by a notice that the license holder or applicant may request a hearing to contest the charge or charges. The license holder or applicant must file a request for hearing with the disciplining authority within twenty days after being served the statement of charges.
13. **C** West's RCWA 30.04.025 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 30. BANKS AND TRUST COMPANIES CHAPTER 30.04. GENERAL PROVISIONS 30.04.025. Financial institutions--Loan charges--Out-of-state national banks
- 30.04.025. Financial institutions--Loan charges--Out-of-state national banks Notwithstanding any restrictions, limitations, requirements, or other provisions of law, a financial institution, as defined in RCW 30.22.040(12), may charge, take, receive, or reserve interest, discount or other points, finance charges, or other similar charges on any loan or other extension of credit, at a rate or amount that is equal to, or less than, the maximum rate or amount of interest, discount or other points, finance charges, or other similar charges that national banks located in any other state or states may charge,

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

14. West's RCWA 52.18.050 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.050. Voter approval of benefit charges required--Election--Ballot
- Chapter 52.18. Benefit Charges 52.18.050. Voter approval of benefit charges required--Election--Ballot (1) Any benefit charge authorized by this chapter shall not be effective unless a proposition to impose the benefit charge
15. ▶ West's RCWA 36.100.040 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.100. PUBLIC FACILITIES DISTRICTS 36.100.040. Lodging tax authorized
- charge to any public assembly facility owned and operated by the district member county or city, other than an admission to any activity of any elementary or secondary school, including a tax on persons who are admitted free of charge or at reduced rates to any place for which other persons pay a charge or a regular higher charge for the same or similar privileges or accommodations. The excise tax shall be imposed at a rate of up to fifty cents on each admission charge, or each ticket for each separate admission. This tax is in addition to all other admission and excise taxes imposed upon admissions. Anyone who receives such an admission charge shall collect and remit the tax to the public facilities district. As used in this subsection, the term 'admission charge' includes a charge made for season tickets or subscriptions, a cover charge, or a charge made
16. ▶ West's RCWA 36.61.270 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.61. LAKE MANAGEMENT DISTRICTS 36.61.270. Imposition of rates and charges
- charges includes the authority to reduce rates and charges on property owned by low-income persons. Except as provided in this section, the collection of rates and charges, lien status of unpaid rates and charges, and method of foreclosing on such liens shall be subject to the provisions of chapter 36.94 RCW. Public property, including state property, shall be subject to the rates and charges to the same extent that private property is subject to them, except that liens may not be foreclosed on the public property, and the procedure for imposing such rates and charges on state property shall conform with the procedure provided for in chapter 79.44 RCW concerning the imposition of special assessments upon state property. The total amount of rates and charges cannot exceed the cost of lake improvement or maintenance activities proposed to be financed by such rates and charges, as specified in the resolution of
17. ▶ West's RCWA 35A.82.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35A. OPTIONAL MUNICIPAL CODE CHAPTER 35A.82. TAXATION--EXCISES 35A.82.060. License fees or taxes on telephone business--Imposition on certain gross revenues authorized--Limitations (Contingent expiration date)
- charges to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching charges, or carrier access charges relating to intrastate toll telephone services, or for access to, or charges for, interstate services, or charges for network telephone service that is purchased for the purpose of resale, or charges

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

18. West's RCWA 52.26.230 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.26. REGIONAL FIRE PROTECTION SERVICE AUTHORITIES 52.26.230. Benefit charges--Establishment--Public hearings--Notice to property owners
- charges** for the subsequent year. (3) All resolutions imposing or changing the benefit **charges** must be filed with the county treasurer or treasurers of each county in which the property is located, together with the record of each public hearing, before November 30th immediately preceding the year in which the benefit **charges** are to be collected on behalf of the authority. (4) After the benefit **charges** have been established, the owners of the property subject to the **charge** must be notified of the amount of the **charge**.
19. West's RCWA 52.26.200 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.26. REGIONAL FIRE PROTECTION SERVICE AUTHORITIES 52.26.200. Benefit charges--Resolution--County assessor's duties
- 52.26.200. Benefit **charges**--Resolution--County assessor's duties (1) The resolution establishing benefit **charges** as specified in RCW 52.26.180 must specify, by legal geographical areas or other specific designations, the **charge** to apply to each property by location, type, or other designation, or other information that is necessary to the proper computation of the benefit **charge** to be **charged**
20. West's RCWA 42.24.115 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 42. PUBLIC OFFICERS AND AGENCIES CHAPTER 42.24. PAYMENT OF CLAIMS FOR EXPENSES, MATERIAL, PURCHASES-- ADVANCEMENTS 42.24.115. Municipal corporations and political subdivisions--Charge cards for officers' and employees' travel expenses
- charges** and interest at the same rate as **charged** by the company which issued the **charge** card. Any official or employee who has been issued a **charge** card by a municipal corporation or political subdivision shall not use the card if any disallowed **charges** are outstanding and shall surrender the card upon demand of the auditing officer. The municipal corporation or political subdivision shall have unlimited authority to revoke use of any **charge** card issued under this section, and, upon such revocation order being delivered to the **charge**
21. West's RCWA 35.67.370 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.67. SEWERAGE SYSTEMS--REFUSE COLLECTION AND DISPOSAL 35.67.370. Mobile home parks--Replacement of septic systems--Charges for unused sewer service
- charge**, standby **charge**, consumption **charge**, or any other similar types of **charges** associated with available but unused sewer service, including any interest or penalties for nonpayment or enforcement **charges**, until the mobile home park connects to the sewer service. When a mobile home park connects to a sewer, cities, towns, and counties may only **charge**

## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

22. West's RCWA 35.58.570 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.58. METROPOLITAN MUNICIPAL CORPORATIONS 35.58.570. Sewage facilities--Capacity charge

**charge** shall be based upon the cost of the sewage facilities' excess capacity that is necessary to provide sewerage treatment for new users to the system. (2) The capacity **charge** is a monthly **charge** reviewed and approved annually by the metropolitan council. A metropolitan municipal corporation may **charge** property owners seeking to connect to the sewage facilities of the metropolitan municipal corporation as a condition to granting the right to so connect, in addition to the cost of such connection, such reasonable capacity **charge** as the legislative body of the metropolitan municipal corporation shall determine proper in order that such property owners shall bear their equitable share of the cost of such system. The equitable share may include interest **charges**

23. West's RCWA 85.15.080 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 85. DIKING AND DRAINAGE CHAPTER 85.15. DIKING, DRAINAGE, SEWERAGE IMPROVEMENT DISTRICTS--MAINTENANCE AND EXPANSION--1967 ACT 85.15.080. Roll and proceedings conclusive--Remedies

**charge** made through levies under this chapter, or the sale of any property to pay such **charges**: PROVIDED, That suit in injunction may be brought to prevent collection of **charges** of assessments or sale of property thereunder upon the following grounds and no other: (1) That the property **charged** or about to be sold does not appear upon the district roll, or (2) The **charge**

24. C West's RCWA 63.14.120 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 63. PERSONAL PROPERTY CHAPTER 63.14. RETAIL INSTALLMENT SALES OF GOODS AND SERVICES 63.14.120. Retail charge agreements and lender credit card agreements--Information to be furnished by seller

(3) Every retail **charge** agreement shall contain the following notice in ten point bold face type or larger directly above the space reserved in the **charge** agreement for the signature of the buyer: NOTICE TO BUYER: (a) Do not sign this retail **charge** agreement before you read it or if any spaces intended for the agreed terms are left blank. (b) You are entitled to a copy of this **charge** agreement at the time you sign it. (c) You may at any time pay off the full unpaid balance under this **charge** agreement. (d) You may cancel any purchases made under this **charge** agreement if the seller or his representative solicited in person such purchase, and you sign an agreement for such purchase, at a place other than the seller's business address shown on the **charge** agreement, by sending notice of such cancellation by certified mail return receipt requested to

25. West's RCWA 48.56.100 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 48. INSURANCE CHAPTER 48.56. INSURANCE PREMIUM FINANCE COMPANY ACT 48.56.100. Delinquency charge--Cancellation charge

48.56.100. Delinquency **charge**--Cancellation **charge** A premium finance agreement may provide for the payment by the insured of a delinquency **charge**

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

26. West's RCWA 85.18.090 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 85. DIKING AND DRAINAGE CHAPTER 85.18. LEVY FOR CONTINUOUS BENEFITS--DIKING DISTRICTS 85.18.090. Roll and proceedings conclusive--Exceptions--Right to injunction
- charge** made through levies under this chapter, or the sale of any property to pay such **charges**: PROVIDED, HOWEVER, That suit in injunction may be brought to prevent collection of **charges** of assessments or sale of property thereunder upon the following grounds and no other: (1) That the property **charged** or about to be sold does not appear upon the district roll filed with the county auditor, or (2) The **charge**
27. **C** West's RCWA 35.92.025 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.92. MUNICIPAL UTILITIES 35.92.025. Authority to make charges for connecting to water or sewerage system--Interest charges
- 35.92.025. Authority to make **charges** for connecting to water or sewerage system--Interest **charges**  
 Cities and towns are authorized to **charge** property owners seeking to connect to the water or sewerage system of the city or town as a condition to granting the right to so connect, in addition to the cost of such connection, such reasonable connection **charge** as the legislative body of the city or town shall determine proper in order that such property owners shall bear their equitable share of the cost of such system. The equitable share may include interest **charges**
28. **C** West's RCWA 48.56.090 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 48. INSURANCE CHAPTER 48.56. INSURANCE PREMIUM FINANCE COMPANY ACT 48.56.090. Service charge
- 48.56.090. Service **charge** (1) A premium finance company shall not **charge**, contract for, receive, or collect a service **charge** other than as permitted by this chapter. (2) The service **charge**
29. **C** West's RCWA 82.80.050 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 82. EXCISE TAXES CHAPTER 82.80. LOCAL OPTION TRANSPORTATION TAXES 82.80.050. Street utility--Charges, credits
- (3) The **charges** shall be **charges** against the property and the use thereof and shall become liens and be enforced in the same manner as rates and **charges** for
30. West's RCWA 52.26.250 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.26. REGIONAL FIRE PROTECTION SERVICE AUTHORITIES 52.26.250. Benefit charges--Complaints--Review board
- 52.26.250. Benefit **charges**--Complaints--Review board After notice has been given to the property owners of the amount of the **charge**, the governing board of a regional fire protection service authority imposing a benefit **charge** under this chapter shall form a review board for at least a two-week period and shall, upon complaint in writing of an aggrieved party owning property in the authority, reduce the **charge** of a person who, in their opinion, has been **charged**

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

31. **C** West's RCWA 52.18.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.060. Public hearing--Required--Report--Benefit charge resolution to be filed--Notification to property owners
- charges** for the subsequent year. All resolutions imposing or changing the benefit **charges** shall be filed with the county treasurer or treasurers of each county in which the property is located, together with the record of each public hearing, before November 30 immediately preceding the year in which the benefit **charges** are to be collected on behalf of the district. After the benefit **charges** have been established, the owners of the property subject to the **charge** shall be notified of the amount of the **charge**.
32. **C** West's RCWA 52.18.065 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.065. Property tax limited if benefit charge imposed
- Chapter 52.18. Benefit **Charges** 52.18.065. Property tax limited if benefit **charge** imposed A fire protection district that imposes a benefit **charge**
33. West's RCWA 57.08.014 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 57. WATER-SEWER DISTRICTS CHAPTER 57.08. POWERS 57.08.014. Authority to adjust or delay rates or charges for low-income persons--Notice
- 57.08.014. Authority to adjust or delay rates or **charges** for low-income persons--Notice In addition to the authority of a district to establish classifications for rates and **charges** and impose such rates and **charges**, a district may adjust or delay those rates and **charges** for low-income persons or classes of low-income persons, including but not limited to, low-income handicapped persons and low-income senior citizens. Other financial assistance available to low-income persons shall be considered in determining **charges** and rates under this section. Notification of special rates or **charges** established under this section shall be provided to all persons served by the district annually and upon initiating service. Information on cost shifts caused by establishment of the special rates or **charges** shall be included in the notification. Any reduction in **charges**
34. **C** West's RCWA 82.12.807 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 82. EXCISE TAXES CHAPTER 82.12. USE TAX 82.12.807. Exemptions--Direct mail delivery charges
- 82.12.807. Exemptions--Direct mail delivery **charges** (1) The tax levied by this chapter does not apply to the value of delivery **charges** made for the delivery of direct mail if the **charges** are separately stated on an invoice or similar billing document given to the purchaser. (2) "Delivery **charges**"

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35. West's RCWA 15.09.110 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 15. AGRICULTURE AND MARKETING CHAPTER 15.09. HORTICULTURAL PEST AND DISEASE BOARD 15.09.110. Refund of charges paid
- 15.09.110. Refund of **charges** paid In regard to any **charge** made pursuant to RCW 15.09.080, if either the horticultural pest and disease board or the superior court on judicial review disallows such **charge**, then any amount paid on such **charge**,
36. **C** West's RCWA 19.240.040 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 19. BUSINESS REGULATIONS--MISCELLANEOUS CHAPTER 19.240. GIFT CERTIFICATES 19.240.040. Dormancy or inactivity charge allowed, when
- charge** is assessed; (3) The **charge** does not exceed one dollar per month; (4) The **charge**
37. **C** West's RCWA 36.100.220 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.100. PUBLIC FACILITIES DISTRICTS 36.100.220. Tax on vehicle parking charges
- charges** at the facility. For the purposes of this section, "vehicle parking **charges**" means only the actual parking **charges** exclusive of taxes and service **charges** and the value of any other benefit conferred. The tax authorized under this section shall be at the rate of not more than ten percent.
38. **C** West's RCWA 90.72.070 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 90. WATER RIGHTS--ENVIRONMENT CHAPTER 90.72. SHELLFISH PROTECTION DISTRICTS 90.72.070. Program financing--Activities not subject to fees, rates, or charges--Collection of charges or rates
- 90.72.070. Program financing--Activities not subject to fees, rates, or **charges**--Collection of **charges** or rates The county legislative authority establishing a shellfish protection district may finance the protection program through (1) county tax revenues, (2) reasonable inspection fees and similar fees for services provided, (3) reasonable **charges** or rates specified in its protection program, or (4) federal, state, or private grants. Confined animal feeding operations subject to the national pollutant discharge elimination system and implementing regulations shall not be subject to fees, rates, or **charges** by a shellfish protection district. Facilities permitted and assessed fees for wastewater discharge under the national pollutant discharge elimination system shall not be subject to fees, rates, or **charges** for wastewater discharge by a shellfish protection district. Lands classified as forest land under chapter 84.33 RCW and timber land under chapter 84.34 RCW shall not be subject to fees, rates, or **charges** by a shellfish protection

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39. West's RCWA 52.18.070 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.070.  
Review board
- Chapter 52.18. Benefit Charges 52.18.070. Review board After notice has been given to the property owners of the amount of the **charge**, the board of fire commissioners of a fire protection district imposing a **benefit charge** under this chapter shall form a review board for at least a two-week period and shall, upon complaint in writing of a party aggrieved owning property in the district, reduce the **charge** of a person who, in their opinion, has been **charged**
40. West's RCWA 35.57.110 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.57. PUBLIC FACILITIES DISTRICTS 35.57.110. Tax on vehicle parking charges
- charges** at the facility. For the purposes of this section, "vehicle parking **charges**" means only the actual parking **charges** exclusive of taxes and service **charges**
41. **C** West's RCWA 42.56.120 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 42. PUBLIC OFFICERS AND AGENCIES CHAPTER 42.56. PUBLIC RECORDS 42.56.120.  
Charges for copying
- 42.56.120. **Charges** for copying No fee shall be **charged** for the inspection of public records. No fee shall be **charged** for locating public documents and making them available for copying. A reasonable **charge**
42. West's RCWA 35.101.050 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.101. TOURISM PROMOTION AREAS 35.101.050. Lodging charge--Limitations
- 35.101.050. Lodging **charge**--Limitations A legislative authority may impose a **charge** on the furnishing of lodging by a lodging business located in the area. (1) There shall not be more than six classifications upon which a **charge**
43. West's RCWA 85.32.160 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 85. DIKING AND DRAINAGE CHAPTER 85.32. DRAINAGE DISTRICT REVENUE ACT OF 1961 85.32.160. Roll proceedings are conclusive--Injunction upon limited grounds
- charge** made through levies under this chapter, or the sale of any property to pay such **charges**: PROVIDED, That a suit in injunction may be brought to prevent collection of **charges** or assessments or sale of property thereunder upon the following grounds and no other: (1) That the property **charged** or about to be sold does not appear upon the district roll filed with the county auditor, or (2) the **charge**

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44. **C** West's RCWA 35.41.080 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.41. FISCAL--MUNICIPAL REVENUE BOND ACT 35.41.080. Rates and charges for services, use, or benefits--Waiver of connection charges for low-income persons
- 35.41.080. Rates and charges for services, use, or benefits--Waiver of connection charges
45. West's RCWA 38.38.396 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 38. MILITIA AND MILITARY AFFAIRS CHAPTER 38.38. WASHINGTON CODE OF MILITARY JUSTICE PART VII--TRIAL PROCEDURE 38.38.396. [Art. 43] Statute of limitations
- 2) Except as otherwise provided in this section, a person charged with desertion in time of peace or with the offense punishable under RCW 38.38.784 is not liable to be tried by court-martial if the offense was committed more than three years before the receipt of sworn charges and specifications by an officer exercising summary court-martial jurisdiction over the command. (3) Except as otherwise provided in this section, a person charged with any offense is not liable to be tried by court-martial or punished under RCW 38.38.132 if the offense was committed more than two years before the receipt of sworn charges
46. **C** West's RCWA 63.14.145 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 63. PERSONAL PROPERTY CHAPTER 63.14. RETAIL INSTALLMENT SALES OF GOODS AND SERVICES 63.14.145. Retail installment contracts and charge agreements--Sale, transfer, or assignment
- charge agreement. After such sale, transfer, or assignment, the retail installment contract or charge agreement remains a retail installment contract or charge agreement. (2) Nothing contained in this chapter shall be deemed to limit any charge made by an assignee of a retail installment contract or charge
47. **C** West's RCWA 35.67.020 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.67. SEWERAGE SYSTEMS--REFUSE COLLECTION AND DISPOSAL 35.67.020. Authority to construct system and fix rates and charges--Classification of services and facilities--Assistance for low-income persons
- charges Statute authorizing city to construct "systems of sewerage" and to "fix, alter, regulate, and control the rates and charges for their use," authorized city to pay for improvements to its storm drainage system by imposing general facilities charges (GFC) on property owners when it issued development permits, which charges were based on amount of impervious surface on property. Tapps Brewing, Inc. v. City of Sumner (2001) 106 Wash.App. 79, 22 P.3d 280. Zoning And Planning ⚡ 382.4 General facilities charges (GFC) that city imposed on property owners when it issued development permits, in order to pay for improvements to city's storm drainage system, were not "special assessments," and thus, were not required to produce special benefit for property charged. Tapps Brewing, Inc. v. City of Sumner (2001) 106 Wash.App. 79, 22 P.3d 280. Drains ⚡ 71; Zoning And Planning ⚡ 382.4 Charges imposed by a city in connection with

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48. **C** West's RCWA 70.105.280 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 70. PUBLIC HEALTH AND SAFETY CHAPTER 70.105. HAZARDOUS WASTE MANAGEMENT 70.105.280. Service charges  
70.105.280. Service charges (1) The department may assess reasonable service charges
49. West's RCWA 35.101.090 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.101. TOURISM PROMOTION AREAS 35.101.090. Administration, collection of lodging charge  
35.101.090. Administration, collection of lodging charge (1) The charge
50. West's RCWA 38.38.308 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 38. MILITIA AND MILITARY AFFAIRS CHAPTER 38.38. WASHINGTON CODE OF MILITARY JUSTICE PART VI--PRETRIAL PROCEDURE 38.38.308. [Art. 30] Charges and specifications  
38.38.308. [Art. 30] Charges and specifications (1) Charges
51. West's RCWA 51.44.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 51. INDUSTRIAL INSURANCE CHAPTER 51.44. FUNDS 51.44.060. Charge to accident fund for the catastrophe injury account  
51.44.060. Charge to accident fund for the catastrophe injury account The charge to the accident fund to defray charges
52. West's RCWA 43.01.091 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.01. STATE OFFICERS--GENERAL PROVISIONS 43.01.091. Departments to share debt service costs  
charge to pay the principal and interest payments on any bonds or other financial contract issued to finance the construction or renovation or an equivalent charge for similar projects financed by cash sources. In recognition that full payment of debt service costs may be higher than market rates for similar types of facilities or higher than existing agreements for similar charges entered into prior to June 9, 1994, the initial charge may be less than the full cost of principal and interest payments.  
The charge
53. **C** West's RCWA 82.08.807 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 82. EXCISE TAXES CHAPTER 82.08. RETAIL SALES TAX 82.08.807. Exemptions--Direct mail delivery charges  
82.08.807. Exemptions--Direct mail delivery charges The tax levied by RCW 82.08.020 does not apply to delivery charges made for the delivery of direct mail if the charges

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54. West's RCWA 72.23.120 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 72. STATE INSTITUTIONS CHAPTER 72.23. PUBLIC AND PRIVATE FACILITIES FOR MENTALLY ILL 72.23.120. Voluntary patients-- Charges for hospitalization
- 72.23.120. Voluntary patients--**Charges** for hospitalization Payment of hospitalization **charges** shall not be a necessary requirement for voluntary admission: PROVIDED, HOWEVER, The department may request payment of hospitalization **charges**,
55. West's RCWA 38.38.328 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 38. MILITIA AND MILITARY AFFAIRS CHAPTER 38.38. WASHINGTON CODE OF MILITARY JUSTICE PART VI--PRETRIAL PROCEDURE 38.38.328. [Art. 35] Service of charges
- 38.38.328. [Art. 35] Service of **charges** The trial counsel to whom court-martial **charges** are referred for trial shall cause to be served upon the accused a copy of the **charges**
56. **C** West's RCWA 35.67.025 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.67. SEWERAGE SYSTEMS--REFUSE COLLECTION AND DISPOSAL 35.67.025. Public property subject to rates and charges for storm water control facilities
- 35.67.025. Public property subject to rates and **charges** for storm water control facilities Except as otherwise provided in RCW 90.03.525, any public entity and public property, including the state of Washington and state property, shall be subject to rates and **charges** for storm water control facilities to the same extent private persons and private property are subject to such rates and **charges** that are imposed by cities and towns pursuant to RCW 35.67.020. In setting these rates and **charges**,
57. **C** West's RCWA 35.92.021 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.92. MUNICIPAL UTILITIES 35.92.021. Public property subject to rates and charges for storm water control facilities
- 35.92.021. Public property subject to rates and **charges** for storm water control facilities Except as otherwise provided in RCW 90.03.525, any public entity and public property, including the state of Washington and state property, shall be subject to rates and **charges** for storm water control facilities to the same extent private persons and private property are subject to such rates and **charges** that are imposed by cities and towns pursuant to RCW 35.92.020. In setting these rates and **charges**,
58. West's RCWA 74.09.260 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 74. PUBLIC ASSISTANCE CHAPTER 74.09. MEDICAL CARE 74.09.260. Excessive charges, payments--Penalties
- 74.09.260. Excessive **charges**, payments--Penalties Any person, including any corporation, that knowingly: (1) **Charges**,

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59. **C** West's RCWA 29A.56.160 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 29A. ELECTIONS CHAPTER 29A.56. SPECIAL CIRCUMSTANCES ELECTIONS RECALL 29A.56.160. Petition--Form
- charged** with the same act. McCush v. Pratt (1920) 113 Wash. 7, 192 P. 964. **Charge** against county commissioner stating in detail facts showing malfeasance in office by violation of statutory provision making it gross misdemeanor to be beneficially interested in contract to purchase lands for county is sufficient, although **charge** is of misfeasance rather than malfeasance, since incorrect designation of offense will not invalidate recall petition. Thiemens v. Sanders (1918) 102 Wash. 453, 173 P. 26. 2. Illegal voting agreements **Charge** contained in demand for recall of certain officers was sufficiently definite to enable ones **charged**
60. West's RCWA 52.26.210 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.26. REGIONAL FIRE PROTECTION SERVICE AUTHORITIES 52.26.210. Benefit charges--Administration and collection by county treasurer
- 52.26.210. Benefit **charges**--Administration and collection by county treasurer Each regional fire protection service authority shall contract, prior to the imposition of a benefit **charge**, for the administration and collection of the benefit **charge**
61. West's RCWA 36.89.093 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.89. HIGHWAYS--OPEN SPACES--PARKS--OTHER PUBLIC FACILITIES--STORM WATER CONTROL 36.89.093. Storm water control facilities--Alternative procedures for lien on delinquent charges
- 36.89.093. Storm water control facilities--Alternative procedures for lien on delinquent **charges** Any county may, by resolution or ordinance, provide that the storm water service **charge** lien shall be effective for a total not to exceed one year's delinquent service **charges**
62. **P** West's RCWA 36.61.115 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.61. LAKE MANAGEMENT DISTRICTS 36.61.115. Limitation on special assessments, rates and charges
- 36.61.115. Limitation on special assessments, rates and **charges** A special assessment, or rate and **charge**, on any lot, tract, parcel of land, or other property shall not be increased beyond one hundred ten percent of the estimated special assessment, or rate and **charge**,
63. **C** West's RCWA 65.08.170 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 65. RECORDING, REGISTRATION, AND LEGAL PUBLICATION CHAPTER 65.08. RECORDING 65.08.170. Notice of additional water or sewer facility tap or connection charges--Required--Contents
- (2) Any connection **charges** which are in fact reimbursement for the cost of facilities constructed by the sale of revenue bonds; or (3) The additional connection **charge** authorized in RCW 35.92.025;

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64. **C** West's RCWA 52.18.010 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.18. BENEFIT CHARGES 52.18.010. Benefit charges authorized--Exceptions--Amounts--Limitations
- Chapter 52.18. Benefit Charges 52.18.010. Benefit charges authorized--Exceptions--Amounts--Limitations The board of fire commissioners of a fire protection district may by resolution, for fire protection district purposes authorized by law, fix and impose a benefit charge
65. West's RCWA 38.38.324 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 38. MILITIA AND MILITARY AFFAIRS CHAPTER 38.38. WASHINGTON CODE OF MILITARY JUSTICE PART VI--PRETRIAL PROCEDURE 38.38.324. [Art. 34] Advice of state judge advocate and reference for trial
- 1) Before directing the trial of any charge by general court-martial, the convening authority shall refer it to the state judge advocate for consideration and advice. The convening authority may not refer a charge to a general court-martial for trial unless he or she has found that the charge
66. West's RCWA 43.20B.355 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.20B. REVENUE RECOVERY FOR DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESIDENTIAL SERVICES 43.20B.355. Mental illness--Hospitalization charges--Due date--Collection
- 43.20B.355. Mental illness--Hospitalization charges--Due date--Collection Hospitalization charges are payable on the tenth day of each calendar month, for services rendered during the preceding month, and the department may make all necessary rules and regulations relative to the billing and collection of such charges.
67. West's RCWA 70.95.640 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 70. PUBLIC HEALTH AND SAFETY CHAPTER 70.95. SOLID WASTE MANAGEMENT--REDUCTION AND RECYCLING 70.95.640. Retail core charge
- 70.95.640. Retail core charge Each retail sale of a vehicle battery shall include, in the price of the battery for sale, a core charge of not less than five dollars. When a purchaser offers the seller a used battery of equivalent size, the seller shall omit the core charge
68. **C** West's RCWA 36.89.080 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.89. HIGHWAYS--OPEN SPACES--PARKS--OTHER PUBLIC FACILITIES--STORM WATER CONTROL 36.89.080. Storm water control facilities--Rates and charges--Limitations-- Use
- Charges imposed on property owners whose property lies within drainage basin to maintain and operate storm water control facilities were properly characterized as charges imposed to implement health or safety law, and were valid under the police power, even though property owners did not receive any specific service, where charges were imposed pursuant to § 36.89.080, requiring that all charges

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69. West's RCWA 52.26.220 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 52. FIRE PROTECTION DISTRICTS CHAPTER 52.26. REGIONAL FIRE PROTECTION SERVICE AUTHORITIES 52.26.220. Benefit charges--Submission to voters--Renewal
- 52.26.220. Benefit **charges**--Submission to voters--Renewal (1) Notwithstanding any other provision in this chapter to the contrary, any benefit **charge** authorized by this chapter is not effective unless a proposition to impose the benefit **charge**
70. **C** West's RCWA 36.29.180 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.29. COUNTY TREASURER 36.29.180. Fees for handling, collecting, dispersing, and accounting for special assessments, fees, rates, or charges
- 36.29.180. Fees for handling, collecting, dispersing, and accounting for special assessments, fees, rates, or **charges** The county treasurer, in all instances where required by law to handle, collect, disburse, and account for special assessments, fees, rates, or **charges** within the county, may **charge** and collect a fee for services not to exceed four dollars per parcel for each year in which the funds are collected. Such **charges** for services shall be based upon costs incurred by the treasurer in handling, collecting, disbursing, and accounting for the funds. Such fees shall be a **charge**
71. **C** West's RCWA 30.44.130 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 30. BANKS AND TRUST COMPANIES CHAPTER 30.44. INSOLVENCY AND LIQUIDATION 30.44.130. Expense of liquidation
- charge** of such corporation shall be a first **charge** upon the assets thereof. Such **charges**
72. West's RCWA 35.97.070 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.97. HEATING SYSTEMS 35.97.070. Municipality may shut off heat for nonpayment--Late payment charges authorized
- 35.97.070. Municipality may shut off heat for nonpayment--Late payment **charges** authorized If prompt payment of a heating rate, **charge**, or rental is not made, a municipality after reasonable notice may shut off the heating supply to the building, place, or premises to which the municipality supplied the heating. A municipality may also make an additional **charge**
73. **P** West's RCWA 81.56.070 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 81. TRANSPORTATION CHAPTER 81.56. RAILROADS--SHIPPERS AND PASSENGERS 81.56.070. Forest products-- Charges, how based
- 81.56.070. Forest products--**Charges**, how based All **charges**
74. West's RCWA 35.21.140 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.21. MISCELLANEOUS PROVISIONS 35.21.140. Garbage--Notice of lien--Foreclosure
- charges**, the period covered by the **charges** and giving the legal description of the premises sought to be **charged**,

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75. **C** West's RCWA 43.20B.325 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.20B. REVENUE RECOVERY FOR DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESIDENTIAL SERVICES 43.20B.325. Mental illness--Hospitalization charges--How computed
- 43.20B.325. Mental illness--Hospitalization **charges**--How computed **Charges**
76. **C** West's RCWA 47.68.150 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 47. PUBLIC HIGHWAYS AND TRANSPORTATION CHAPTER 47.68. AERONAUTICS 47.68.150. Lien for state's charges
- 47.68.150. Lien for state's **charges** To enforce the payment of any **charges**
77. West's RCWA 15.14.125 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 15. AGRICULTURE AND MARKETING CHAPTER 15.14. PLANTING STOCK 15.14.125. Late charge on fee or assessment
- 15.14.125. Late **charge** on fee or assessment A late **charge**
78. West's RCWA 35.101.110 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.101. TOURISM PROMOTION AREAS 35.101.110. Charges are in addition to special assessments
- 35.101.110. **Charges** are in addition to special assessments The **charges**
79. **P** West's RCWA 35A.82.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35A. OPTIONAL MUNICIPAL CODE CHAPTER 35A.82. TAXATION--EXCISES 35A.82.060. License fees or taxes on telephone business--Imposition on certain gross revenues authorized--Limitations (Contingent effective date)
- charges** to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching **charges**, or carrier access **charges** relating to intrastate toll telephone services, or for access to, or **charges** for, interstate services, or **charges**
80. **P** West's RCWA 36.94.140 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.94. SEWERAGE, WATER, AND DRAINAGE SYSTEMS 36.94.140. Authority of county to operate system--Rates and charges, fixing of--Factors to be considered--Assistance for low-income persons
- Charges**, generally Like any other creditor, county cannot **charge** its sewer customers arbitrarily, but rather each of its **charges** must have contractual or other legal basis. Pierce County v. O'Neill (1995) 77 Wash.App. 126, 890 P.2d 504. Counties ⇨ 107 Statutes allowing county to bill for sewer connection and services **charges** and allowing county lien for delinquent **charges** do not allow county to **charge**

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81. West's RCWA 35.101.120 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.101. TOURISM PROMOTION AREAS 35.101.120. Charges are not a tax on sale of lodging
- 35.101.120. **Charges** are not a tax on sale of lodging The **charges**
82. West's RCWA 43.21A.632 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.21A. DEPARTMENT OF ECOLOGY 43.21A.632. Steam electric generating plant--Rates or charges
- 43.21A.632. Steam electric generating plant--Rates or **charges** When revenue bonds are outstanding the director shall establish, maintain, and collect rates or **charges**
83. **C** West's RCWA 80.28.270 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 80. PUBLIC UTILITIES CHAPTER 80.28. GAS, ELECTRICAL, AND WATER COMPANIES 80.28.270. Water companies--Extension, installation, or connection charges
- 80.28.270. Water companies--Extension, installation, or connection **charges** The commission's jurisdiction over the rates, **charges**, practices, acts or services of any water company shall include any aspect of line extension, service installation, or service connection. If the **charges** for such services are not set forth by specific amount in the company's tariff filed with the commission pursuant to RCW 80.28.050, the commission shall determine the fair, just, reasonable, and sufficient **charge** for such extension, installation, or connection. In any such proceeding in which there is no specified tariffed rate, the burden shall be on the company to prove that its proposed **charges**
84. **C** West's RCWA 48.30.157 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 48. INSURANCE CHAPTER 48.30. UNFAIR PRACTICES AND FRAUDS 48.30.157. Charges for extra services
- charge** a reduced fee in situations where services that are **charged** for are provided beyond the scope of services customarily provided in connection with the solicitation and procurement of insurance, so that an overall **charge**
85. **C** West's RCWA 43.20B.360 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.20B. REVENUE RECOVERY FOR DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESIDENTIAL SERVICES 43.20B.360. Mental illness--Hospitalization charges--Collection--Statutes of limitation
- 43.20B.360. Mental illness--Hospitalization **charges**--Collection--Statutes of limitation No statutes of limitations shall run against the state of Washington for hospitalization **charges**:

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86. ► West's RCWA 36.73.065 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.73. TRANSPORTATION BENEFIT DISTRICTS 36.73.065. Taxes, fees, charges, tolls--Voter approval required
- 36.73.065. Taxes, fees, **charges**, tolls--Voter approval required (1) Taxes, fees, **charges**,
87. ▷ West's RCWA 35.57.040 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.57. PUBLIC FACILITIES DISTRICTS 35.57.040. Authorized charges, fees, and taxes--Gifts
- Charges** and fees for the use of any of its facilities; (b) Admission **charges** under RCW 35.57.100; (c) Vehicle parking **charges**
88. ► West's RCWA 19.32.055 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 19. BUSINESS REGULATIONS--MISCELLANEOUS CHAPTER 19.32. FOOD LOCKERS 19.32.055. Stipulated license fee to replace existent charges
- 19.32.055. Stipulated license fee to replace existent **charges** Payment of the license fee stipulated herein shall be accepted in lieu of any and all existing fees and **charges**
89. West's RCWA 35.23.535 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.23. SECOND CLASS CITIES 35.23.535. Utilities--Maintenance and operation--Rates
- charges,**" as used in this section includes all necessary repairs, replacement, interest on any debts incurred in acquiring, constructing, repairing and operating plants and departments and all depreciation **charges**. This term shall also include an annual **charge**
90. C West's RCWA 15.83.050 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 15. AGRICULTURE AND MARKETING CHAPTER 15.83. AGRICULTURAL MARKETING AND FAIR PRACTICES 15.83.050. Violations of chapter--Complaint
- (1) If any person is **charged** with violating any provision of this chapter, the director shall investigate the **charges**. If, upon investigation, the director has reasonable cause to believe that the person **charged** has violated the provision, the director shall issue and cause to be served upon the person, a complaint stating the **charges**. A hearing on the **charges** shall be conducted in accordance with the provisions of chapter 34.05 RCW concerning contested cases.
91. C West's RCWA 63.14.180 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 63. PERSONAL PROPERTY CHAPTER 63.14. RETAIL INSTALLMENT SALES OF GOODS AND SERVICES 63.14.180. Noncomplying person barred from recovery of service charge, etc.--Remedy of buyer--Extent of recovery
- charge**, official fees, or any delinquency or collection **charge** under or in connection with the related retail installment contract or purchases under a retail **charge**

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## QUERY - CHARGES

## DATABASE(S) - WA-ST-ANN

92. **C** West's RCWA 43.20B.370 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 43. STATE GOVERNMENT--EXECUTIVE CHAPTER 43.20B. REVENUE RECOVERY FOR DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESIDENTIAL SERVICES 43.20B.370. Mental illness--Hospitalization charges--Collection--Prosecuting attorneys to assist
- 43.20B.370. Mental illness--Hospitalization **charges**--Collection--Prosecuting attorneys to assist  
The prosecuting attorneys of the various counties shall assist the department in the collection of hospitalization **charges**.
93. **C** West's RCWA 29A.56.130 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 29A. ELECTIONS CHAPTER 29A.56. SPECIAL CIRCUMSTANCES ELECTIONS RECALL 29A.56.130. Ballot synopsis
- 2) The synopsis shall set forth the name of the person **charged**, the title of the office, and a concise statement of the elements of the **charge**. Upon completion of the ballot synopsis, the preparer shall certify and transmit the exact language of the ballot synopsis to the persons filing the **charge** and the officer subject to recall. The preparer shall additionally certify and transmit the **charges** and the ballot synopsis to the superior court of the county in which the officer subject to recall resides and shall petition the superior court to approve the synopsis and to determine the sufficiency of the **charges**.
94. **C** West's RCWA 19.52.130 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 19. BUSINESS REGULATIONS--MISCELLANEOUS CHAPTER 19.52. INTEREST--USURY 19.52.130. Charge made by assignee of retail installment contract or charge agreement to seller-assignor not limited by chapter--No agreement between credit card issuing bank and retailer shall prohibit discounts for cash payment
- 19.52.130. **Charge** made by assignee of retail installment contract or **charge**
95. **P** West's RCWA 64.04.200 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 64. REAL PROPERTY AND CONVEYANCES CHAPTER 64.04. CONVEYANCES 64.04.200. Existing rate or charge for energy conservation--Seller's duty to disclose
- 64.04.200. Existing rate or **charge** for energy conservation--Seller's duty to disclose Prior to closing, the seller of real property subject to a rate or **charge**
96. West's RCWA 19.162.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 19. BUSINESS REGULATIONS--MISCELLANEOUS CHAPTER 19.162. PAY-PER-CALL INFORMATION DELIVERY SERVICES 19.162.060. Nonpayment of charges
- 19.162.060. Nonpayment of **charges** An information provider's failure to substantially comply with any of the provisions of RCW 19.162.030 through 19.162.050 is a defense to the nonpayment of **charges**

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97. West's RCWA 35.92.380 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35. CITIES AND TOWNS CHAPTER 35.92. MUNICIPAL UTILITIES 35.92.380. Waiver or delay of collection of tap-in charges, connection or hookup fees for low income persons
- 35.92.380. Waiver or delay of collection of tap-in **charges**, connection or hookup fees for low income persons Whenever a city or town waives or delays collection of tap-in **charges**,
98. West's RCWA 48.13.060 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 48. INSURANCE CHAPTER 48.13. INVESTMENTS 48.13.060. Terms defined
- charges** shall be computed on a basis including fixed **charges** and preferred dividends of subsidiaries other than those payable by such subsidiaries to the parent corporation or to any other of such subsidiaries, except that if the minority common stock interest in the subsidiary corporation is substantial, the fixed **charges**
99. West's RCWA 36.89.085 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 36. COUNTIES CHAPTER 36.89. HIGHWAYS--OPEN SPACES--PARKS--OTHER PUBLIC FACILITIES--STORM WATER CONTROL 36.89.085. Storm water control facilities--Public property subject to rates and charges
- 36.89.085. Storm water control facilities--Public property subject to rates and **charges** Except as otherwise provided in RCW 90.03.525, any public entity and public property, including the state of Washington and state property, shall be subject to rates and **charges** for storm water control facilities to the same extent private persons and private property are subject to such rates and **charges** that are imposed by counties pursuant to RCW 36.89.080. In setting these rates and **charges**,
100. ► West's RCWA 35A.82.065 WEST'S REVISED CODE OF WASHINGTON ANNOTATED TITLE 35A. OPTIONAL MUNICIPAL CODE CHAPTER 35A.82. TAXATION--EXCISES 35A.82.065. Taxes on network telephone services
- charges** to another telecommunications company, as defined in RCW 80.04.010, for connecting fees, switching **charges**, or carrier access **charges** relating to intrastate toll services, or **charges**

Westlaw Attached Printing Summary Report for CLARK,CATHERINE ~~XXXXXX~~

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