

CN: 201703018170

SN: 271

PC: 20

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2019 MAY 10 P 4:43

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

FILED

MAY 10 2019

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re: Marriage Dissolution & Criminal intent

Petitioner

Sirinya Polarij

And Respondents

Aaron Surina (AAS/DMS Minor Sons)

No. 17-3-01817-0

Declaration of:

Aaron Surina

(DCLR)

Declaration of Aaron Surina

- 1.** I am 41 years old and I am the Respondent and father of David and Andrew Surina.
- 2.** I Aaron Surina, declare *the motion for contempt hearing and restraining order in case 17-3-01817-0 has vocabulary intended to mislead it's readers.*

"The current Purchase and Sale Agreement is for \$326,000.00 but is contingent upon replacing the roof shingles. (See attached true and correct copy of the contingency filed under separate cover.) The residence's property insurance coverage is provided by Home Site Insurance Company. Home Site Insurance requires Mr. Surina to agree to move forward with the claim for the roof damage. He refuses to do so. "

This is the first I have seen of any contingency. Due to the lack of transparency, I have not seen any such purchase and sale agreement referenced in this contingency or as a matter of this contempt hearing.

This contempt order also references "The residence's property insurance coverage" which is misleading and confusing. I am no longer a resident of my property and have not been due to the restraining order that was initially attached to the petition for dissolution as an advantage tactic. This TRO was dismissed at the first evidentiary hearing. In addition, Ms. Polarij

Optional Form (05/2016)
FL All Family 135
See Attached
Evidence/Exhibits

Supplemental Declaration of facts
p. 1 of 2

Aaron Surina
legal@surina.org
PO BOX 30123
Spokane, WA 99223
509-944-8888

(referred to herein as Sirinya Surina by Mr. Glanzer) is not a policyholder on the insurance for my property. I have also tried to schedule access to my property with an insurance adjuster to file a claim previously and was denied access by Mr. Glanzer. (See exhibit A)

For the claim referenced herewithin and regarding a charge of contempt; The letter dated April 11, 2019 which reads:

"As previously discussed with you, we have retained an independent adjuster to visit the loss location and assist in investigating and evaluating the claim. The purpose of this correspondence is to explain the role and relationship of the independent adjuster, and key provisions of your policy which may be important for you to understand as a part of this process."

As This was nearly two weeks before I learned of a claim being filed against my property, in my name, to my charge; Someone clearly made the claim by assuming my identity and without my knowledge or consent. This is 1,000.00 dollars deductible that I do not have under the current orders. In addition, I would not have accepted these terms, opting to lower the price of the home or be open to accept other offers as this is the busiest 30 days of the year. My property which is being occupied in willful disregard for "the community's interest". Due to the financial conditions surrounding the forced sale of my home, an expedited sale is required. Furthermore, these conditions force the home off the market and delay the closing until the roof and all contingencies have been met.

We were in agreement at the courthouse and as agreed on August 10 "all questions regarding property decisions would be decided in agreement so that the Petitioner would have transparency. I followed that as ordered. There has been no transparency afforded to the owner.

There is an email attached where Mr. Glanzer is attempting to use trickery

In addition to the above insurance fraud, this property is no longer on the MLS and visible to potential buyers or agents/brokers.

This is also the first I have seen or heard of a buyer involved with the house at this point.

3. Request – I ask the court to:

Not find me in contempt as I have not willfully disobeyed any court orders.

Restore my “titled rights” & “bundled rights” to my property to allow me to effect a sale before I am forced into default.

Acknowledge the other party is in contempt for taking the house off the market.

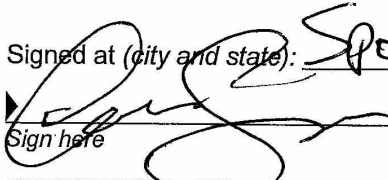
4. Money judgement requested

Order the other party's sanctions under CR11 including reasonable attorney's fees for Mr. Kuck.

5. Fines and pentalties (remedial sanctions) requested

Deny all requests referenced herein.

- 6.** I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true. ☒ I have attached (number): 1 pages.

Signed at (city and state): Spokane WA Date: 5/10/19
 Aaron Surina
Sign here Print name

Warning! Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, **must** be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by filing them separately, using a Sealed cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents



Services User <aaron.surina@gmail.com>

Your Claim 2442807

claims@homesite.com <claims@homesite.com>

Reply-To: claims@homesite.com

To: geico@surina.org

Fri, May 10, 2019 at 3:49 PM

Hello Aaron,

I just wanted to Follow up with you to see if you have been able to review the documents that I forwarded over to you.

Thank you,

Angela Aguilar
Claims Adjuster
Phone 801-559-9265
claims@homesite.com
Homesite Insurance Company
PO Box 5300
Binghamton, NY 13902
Fax (866) 694-8473

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication.

Thank you.



P.O. Box 5300
Binghamton, NY 13902-9953
68252500 NN RP 20 20190420 NNNNNN 0001454 0003

Aaron M Surina
1616 S ROCKY RIDGE DR
SPOKANE VALLEY, WA 99212-3229



April 19, 2019

Dear Aaron M Surina

Thank you for insuring your home through GEICO Insurance Agency, Inc., underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST.

As previously discussed with you, we have retained an independent adjuster to visit the loss location and assist in investigating and evaluating the claim. The purpose of this correspondence is to explain the role and relationship of the independent adjuster, and key provisions of your policy which may be important for you to understand as part of this process.

THE ROLE OF THE INDEPENDENT ADJUSTER

An independent adjusting company assigned by Homesite to inspect your loss. They will prepare an estimate of the loss and make recommendations to the Homesite adjuster. A computerized program is used for preparing the estimate that relies upon wage and material prices customarily used by contractors in your area. This is determined by zip code. Upon completing the inspection and analysis, the independent adjuster will send a report to their company where it will be reviewed before it is finalized. Thereafter, it will be sent electronically to Homesite and automatically uploaded in an electronic version to your claim file. The independent adjuster has no authority to bind Homesite and simply provides information which the Homesite adjuster will review in adjusting the claim. After receiving the report of the independent adjuster, the Homesite adjuster will review the report and estimate and will determine what payments will be made under your policy. The Homesite adjuster will then send you an explanation of what is, or is not, being covered and will provide you with a complete copy of the estimate(s) and photos of the loss. These will be helpful to you when you select the contractor to make the repairs, or if you decide to make the repairs yourself.

Your home is your most valuable asset and how it is repaired is important to you. For this reason Homesite does not mandate that you use specific contractors. Instead, we believe that the homeowner should have the flexibility to select contractors and ultimately approve the work that they do prior to making payment. The independent adjuster may be a source for recommendations of local contractors and suppliers. These recommendations are simply advice that you may accept or reject. You are free to use whatever contractor or supplier you care to use. Homesite will work with your contractor to arrive at a reasonable repair cost within the approved scope of work. We are successful in arriving at a reasonable repair with most but not all contractors selected. The reason we are successful is that the independent adjuster uses material and wage price information that is unique to your hometown.

THE RIGHT OF APPRAISAL

Homesite strives to write fair and reasonable estimates of loss. However, there are occasions where we cannot agree on the scope or value of the loss. In those rare occasions you may avail yourself of the Appraisal process found in your policy of insurance. You do not need our permission to invoke this process. The Appraisal provision setting out the process for seeking appraisal is cited below:

Appraisal. If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose

The following notice is required by law in certain jurisdictions:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

HH C1 13 CW 0417

GCO

33158710

2442807

GEICO Insurance Agency, Inc.

Underwritten By:

HOMESITE INSURANCE COMPANY OF THE MIDWEST

Tel: 1-866-372-8903 Fax: 1-866-694-8473

CLAIM NUMBER:

2442807

Policy Number:

33158710

Date of Loss:

April 11, 2019

Our Insured:

AARON M SURINA



Exhibit A.2

Claims FAQs and Policy Term Definitions

The following FAQs and Policy Term Definitions will help guide you through the claim process and answer some general questions that you may have. It is not intended to be substituted for policy language. If any of the information here conflicts with your insurance policy terms, your insurance policy terms will govern. Please refer to your policy for further information.

Claims FAQs

Q: What are my responsibilities after a loss?

Your responsibilities will differ depending on your claim. Most importantly, notify us promptly to file a claim. In addition:

- Take any reasonable and necessary measures to protect your home from additional damage.
- Inventory and take photos of the damages whenever possible.
- Save all receipts to present to your adjuster to determine if the expenses are covered under your policy.
- When appropriate, contact local police or fire authorities.
- Do not discard any property related to the loss; save any parts, appliances, water lines, service technician reports and receipts, or any other items or documents that may show how the loss occurred.
- If your claim involves injuries or damage to property belonging to another person, please provide the names and contact information for any individuals who may have been present or who may have any information regarding the incident.

Additional information can be found in the section of your policy labeled "Your Duties After Loss."

You may also be responsible for a deductible. See explanation under Policy Term Definitions and review your policy for additional information.

Q: How will my claim be adjusted?

There are different types of adjusters who may play a role in handling an insurance claim. Most commonly, the insurance company employs desk adjusters who serve as your contact person throughout the claim process, make coverage determinations (sometimes with the assistance of supervisors), and issue checks or letters describing a denial of coverage.

Depending on the type and extent of the damages to your property, we may require a home inspection. In that case, one of our field adjusters will contact you to schedule the inspection. The field adjuster will create an estimate for damage to your property. Your desk adjuster will compare the inspection estimate to your policy to determine if coverage is available for your damages. If the loss is covered under the terms and conditions of your policy, then your desk adjuster will review a settlement with you and provide you with a copy of the estimate.

Your claim may be assigned to an independent adjusting company that is hired by Homesite to perform the desk and field adjusting duties described above. In that case, the independent adjusting company will contact you to schedule and perform the inspection, write the estimate, and contact you directly to discuss the settlement of your claim. The Homesite Claims Department can be reached at 866-621-4823 if you require any assistance in contacting the independent adjusting company to handle your claim.

You may also engage a public adjuster to represent you in the claim handling process. Public adjusters are paid by you, even though these funds sometimes come from the settlement amount paid to you by the insurance company. Some companies act as both a public adjuster and a contractor. In these scenarios, however, a possible conflict of interest may arise if the public adjuster fee is based on the rate being charged by the contractor. Any contractor that seeks to give advice, advocate or negotiate on your behalf with the insurance company, prepare a claim, or give advice about coverage based upon a review of your insurance policy is acting as a public adjuster and may require a license from the state.

Insurance producers, or sales agents, may serve as a way for you to communicate details regarding your loss to us. While insurance producers are not able to make coverage determinations, they are able to collect loss details to transmit to us with your contact information so that we can begin the claims handling process.

Coverage B - Other Structures coverage

Exhibit A-3

Coverage B - Other Structures coverage provides coverage for other structures on the "residence premises" shown on your Declarations page set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection. This coverage does not apply to land, including land on which the other structures are located.

Please note that we do not cover other structures used in whole or in part for business or rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage. Please see your policy or ask your adjuster to discuss Special Limits of Liability.

Coverage C - Personal Property coverage

Coverage C - Personal Property coverage provides coverage for personal property owned or used by an insured while it is anywhere in the world. Please note that coverage for some categories of personal property may be limited.

Coverage D - Loss of Use coverage

Coverage D - Loss of Use coverage may be available when a covered loss causes you to incur additional costs because you cannot use part of your home or need to live elsewhere while repairs are being completed. Depending on your policy and state requirements, you may be entitled to Additional Living Expenses or Fair Rental Value.

Additional Living Expense coverage

Additional Living Expense coverage is designed to cover the necessary increase in costs you incur to maintain your standard of living. It may be necessary for you to document your normal expenses because your Additional Living Expense claim will be reduced by the amount of your normal living expenses.

Fair Rental Value

Fair Rental Value coverage pays you for the fair rental value of the part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

*Both Additional Living Expense coverage and Fair Rental Value coverage are generally available only for the length of time it takes to complete the repairs or replace the premises or settle your household elsewhere.

The following items are examples of what may be covered under the policy as additional living expenses, if you incur any such expenses as a result of a covered loss:

- The increased cost of restaurant meals made necessary by damage or repairs to your kitchen, when you continue occupying the remainder of your home.
- The increased cost of restaurant meals made necessary by damage or repairs to your kitchen, when you continue occupying the remainder of your home.
- Rental of a portable sanitation unit if your home's toilet facilities are unusable, but you continue to occupy the remainder of your home.
- The cost of a hotel, motel, apartment, or rental home and any resulting moving and storage expenses, if your home is uninhabitable.
- The cost of transferring utilities such as electricity, gas, water, cable, telephone, etc., to your temporary quarters and then back to your property once repairs are completed.
- Increased household costs attributable to furniture rental, laundry, gas expenses, etc.

This list is not intended to include all items that could be covered under Additional Living Expense coverage. If you foresee other areas of increased living expenses, please contact your adjuster to discuss.

It is important to keep any rental or lease agreements and all receipts that relate to your increased costs for Additional Living Expenses.

Additional Coverages

Your policy may provide Additional Coverages such as Debris Removal; Reasonable Repairs; Trees, Shrubs and Other Plants; Fire Department Service Charge; Property Removed; Credit Card, Fund Transfer Card, Forgery and Counterfeit Money; Loss Assessment; Collapse; Glass or Safety Glazing Material; and Landlord's Furnishings. These Additional Coverages may have separate applicable limits and coverage exceptions. Please see your policy or ask your adjuster to discuss any Additional Coverages that may apply to your claim.



P.O. Box 5300
Binghamton, NY 13902-9953

68252500 NN RP 19 20190419 NNNNNN 0001667 0005

Exhibit B

GEICO Insurance Agency, Inc.

Underwritten By:
HOMESITE INSURANCE COMPANY OF THE MIDWEST
Tel:1-866-372-8903 Fax:1-866-694-8473

Aaron M Surina
1616 S ROCKY RIDGE DR
SPOKANE VALLEY, WA 99212-3229



April 18, 2019

Dear Aaron M Surina

Thank you for insuring your property through GEICO Insurance Agency, Inc., underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST. We acknowledge receipt of your claim and will begin our investigation. Every claim is important to us and your adjuster will typically contact you within one business day upon receiving first notice of your claim. Please note that during periods of high volume, such as a severe weather event that disrupts power or delays travel, you may be contacted in excess of one business day.

During the first call, we will discuss with you the nature of the claim and the available coverage. If, for some reason, we have not been able to reach you, or you have questions or concerns which have not yet been addressed, please call us during our regular office hours of 8:00 a.m. to 4:30 p.m. Eastern Time.

Included in this correspondence you will find a copy of a Claims FAQ guide. This guide will help explain the claim process and answer some general questions that you may have.

When speaking with us, it is helpful to use the claim number which is referenced at the top of the letter. Please retain this letter as a record of your claim and the Claim Department's contact information. We look forward to working with you to resolve your claim.

Sincerely,

Claims Department
866-621-4823
Claims@Homesite.com



The following notice is required by law in certain jurisdictions:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

04/18/2019 09:00:00

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00158710

04/18/2019

RCW 9A.72.060

Statement of what one does not know to be true.

Every unqualified statement of that which one does not know to be true is equivalent to a statement of that which he or she knows to be false.

[2011 c 336 § 394; 1975 1st ex.s. c 260 § 9A.72.080.]

RCW 26.16.040**Community realty subject to liens, execution.**

Community real estate shall be subject to the liens of mechanics and others for labor and materials furnished in erecting structures and improvements thereon as provided by law in other cases, to liens of judgments recovered for community debts, and to sale on execution issued thereon.

[1972 ex.s. c 108 § 4; Code 1881 § 2410; RRS § 6893.]

NOTES: Keith Glanzer motioned court 1/3/19 intending to liquidate proceeds from my separate property - Class C Felony under (9A.82.045) RCW
Acknowledgments: Chapter 64.08 RCW.

Liens: Title 60 RCW.

Jan 3rd, Attempt to use trickery in an "emergency" contempt order to classify my property as community property, while failing to inform a Superior Court Judge that this group was in collusion to collect an unlawful debt from me as Washington state law forbids (RCW 9A.82.045) and considered a class C Felony. They wanted to trick court to unknowingly order 26.16.040 to validate FRAUD & concealed DEED OF TRUST -
RCW 7.28.230 Allows me to request by Pleading/motion unpaid fair market rent at half the rate. $2500 \times 20 = 50,000 / 2 = 25,000.00$

RCW 48.35.220 - CLASS C FELONY DENYING ME THE RIGHT TO FILE Insurance claim FOR LOSSES & DAMAGES - DENYING ACCESS TO Property -

RCW 4.84.160 Assignee of losses: KEITH GLANZER - LOSS OF USE - AND CRIMES AGAINST MY FAMILY RESULTING IN OVER 150,000. IN DAMAGES AND CARL WILSON FOR CAUSING LOSS OF BUYER THROUGH DECLARATIONS & DRAFTED A DEED OF TRUST PLACED ON MY PROPERTY UNLAWFULLY.

Filed for Record at Request of:

Bradley and Stacie Barker
1616 S. Rocky Ridge Dr.
Spokane Valley, WA 99212

STATUTORY WARRANTY DEED

GRANTOR NUMBER 1, AARON M. SURINA, a married person dealing with his separate property, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants all of his right, title and interest in the below-described real property to the below-named Grantees;

GRANTOR NUMBER 2, SIRINYA SURINA, wife of the said AARON M. SURINA, in order to clear title with respect to any possible marital property interest, hereby quitclaims and conveys all of her right, title and interest in the below-described real property to the below-named Grantees;

The Grantees, to whom the above-described conveyances are made, are **GRANTEES, BRADLEY J. BARKER and STACIE L. BARKER**, husband and wife.

(Legal Description of Conveyed Property:) **LOT 14 IN BLOCK 2, HEATHER PARK FIRST ADDITION**, according to plat recorded in Volume 16 of Plats, Page 41; **SITUATE in the City of Spokane Valley, County of Spokane, State of Washington;**

Assessor's Tax Parcel Number: 35261.1514

SUBJECT TO:

1. Liability for Assessments, if any, by the City of Spokane Valley;
2. Agreement for installation, maintenance and repair of water line, recorded February 21, 1980, under Auditor No. 8002210202;
3. Restrictions contained in Plat, to the extent enforceable under state and federal law;
4. Agreement for sewer maintenance; recorded October 27, 1983, under Auditor No. 8310270153;
5. Covenants, Conditions, Restrictions, Easements or Reservations, (to the extent enforceable under state and federal law) contained in instrument recorded October 27, 1983, under Auditor No. 8310270166;
6. Second Half 2019 Real Property Taxes.

WITNESS OUR HANDS this ____ day of March, 2019

AARON M. SURINA

STATE OF WASHINGTON)

County of Spokane)

, to me known to be the Individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

On this day personally appeared before me AARON M. SURINA SIRINYA SURINA

, to me known to be the Individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of March, 2019.

Notary Public in and for the State
of Washington, residing at _____
Commission expires: _____

RCW 4.60.030

Confession by person jointly liable.

When the action is upon a contract and against one or more defendants jointly liable, judgment may be given on the confession of one or more defendants, against all the defendants thus jointly liable, whether such defendants have been served or not, to be enforced only against their joint property and against the joint and separate property of the defendant making the confession.

[Code 1881 § 293; 1877 p 60 § 297; 1869 p 72 § 295; RRS § 415.]

Intimidating a witness.

(1) A person is guilty of intimidating a witness if a person, by use of a threat against a current or prospective witness, attempts to:

- (a) Influence the testimony of that person;
- (b) Induce that person to elude legal process summoning him or her to testify;
- (c) Induce that person to absent himself or herself from such proceedings; or
- (d) Induce that person not to report the information relevant to a criminal investigation or the abuse or neglect of a minor child, not to have the crime or the abuse or neglect of a minor child prosecuted, or not to give truthful or complete information relevant to a criminal investigation or the abuse or neglect of a minor child.

(2) A person also is guilty of intimidating a witness if the person directs a threat to a former witness because of the witness's role in an official proceeding.

(3) As used in this section:

(a) "Threat" means:

(i) To communicate, directly or indirectly, the intent immediately to use force against any person who is present at the time; or

(ii) Threat as defined in *RCW 9A.04.110(27).

(b) "Current or prospective witness" means:

(i) A person endorsed as a witness in an official proceeding;

(ii) A person whom the actor believes may be called as a witness in any official proceeding; or

(iii) A person whom the actor has reason to believe may have information relevant to a criminal investigation or the abuse or neglect of a minor child.

(c) "Former witness" means:

(i) A person who testified in an official proceeding;

(ii) A person who was endorsed as a witness in an official proceeding;

(iii) A person whom the actor knew or believed may have been called as a witness if a hearing or trial had been held; or

(iv) A person whom the actor knew or believed may have provided information related to a criminal investigation or an investigation into the abuse or neglect of a minor child.

(4) Intimidating a witness is a class B felony.

(5) For purposes of this section, each instance of an attempt to intimidate a witness constitutes a separate offense.

[2011 c 165 § 2; 1997 c 29 § 1; 1994 c 271 § 204; 1985 c 327 § 2; 1982 1st ex.s. c 47 § 18; 1975 1st ex.s. c 260 § 9A.72.110.]

NOTES:

***Reviser's note:** RCW 9A.04.110 was amended by 2011 c 166 § 2, changing subsection (27) to subsection (28).

Intent—2011 c 165: "In response to *State v. Hall*, 168 Wn.2d 726 (2010), the legislature intends to clarify that each instance of an attempt to intimidate or tamper with a witness constitutes a separate violation for purposes of determining the unit of prosecution under the statutes governing tampering with a witness and intimidating a witness." [2011 c 165 § 1.]

Finding—1994 c 271: See note following RCW 9A.72.090.

RCW 9A.72.150

Tampering with physical evidence.

(1) A person is guilty of tampering with physical evidence if, having reason to believe that an official proceeding is pending or about to be instituted and acting without legal right or authority, he or she:

(a) Destroys, mutilates, conceals, removes, or alters physical evidence with intent to impair its appearance, character, or availability in such pending or prospective official proceeding; or

(b) Knowingly presents or offers any false physical evidence.

(2) "Physical evidence" as used in this section includes any article, object, document, record, or other thing of physical substance.

(3) Tampering with physical evidence is a gross misdemeanor.

[2011 c 336 § 397; 1975 1st ex.s. c 260 § 9A.72.150.]

Perjury—Subornation of perjury—Description of matter.

In an indictment or information for perjury, or subornation of perjury, it is sufficient to set forth the substance of the controversy or matter in respect to which the crime was committed, and in what court or before whom the oath alleged to be false was taken, and that the court or person before whom it was taken had authority to administer it, with proper allegations of the falsity of the matter on which the perjury is assigned; but the indictment or information need not set forth the pleadings, record or proceedings with which the oath is connected, nor the commission or authority of the court or person before whom the perjury was committed.

[1891 c 28 § 36; Code 1881 § 1021; 1873 p 228 § 204; 1869 p 243 § 199; 1854 p 112 § 67; RRS § 2072.]

NOTES:

Perjury: Chapter 10A.52 RCW.

RCW 9A.52.040

Inference of intent.

In any prosecution for burglary, any person who enters or remains unlawfully in a building may be inferred to have acted with intent to commit a crime against a person or property therein, unless such entering or remaining shall be explained by evidence satisfactory to the trier of fact to have been made without such criminal intent.

[1975 1st ex.s. c 260 § 9A.52.040.]

RCW 10.37.093

Injury to person or intention concerning.

When the crime involves the commission of, or an attempt to commit a private injury, and is described with sufficient certainty in other respects to identify the act, an erroneous allegation as to the person injured or intended to be injured is not material.

[Code 1881 § 1010; 1873 p 226 § 193; 1869 p 241 § 188; RRS § 2061.]

Trafficking.

(1) A person is guilty of trafficking in the first degree when:

(a) Such person:

(i) Recruits, harbors, transports, transfers, provides, obtains, buys, purchases, or receives by any means another person knowing, or in reckless disregard of the fact, ~~(A) that force, fraud, or coercion as defined in RCW 9A.36.070 will be used to cause the person to engage in:~~

~~(I) Forced labor;~~

~~(II) Involuntary servitude;~~

~~(III) A sexually explicit act; or~~

~~(IV) A commercial sex act, or (B) that the person has not attained the age of eighteen years and is caused to engage in a sexually explicit act or a commercial sex act; or~~

~~(ii) Benefits financially or by receiving anything of value from participation in a venture that has engaged in acts set forth in (a)(i) of this subsection; and~~

(b) The acts or venture set forth in (a) of this subsection:

~~(i) Involve committing or attempting to commit kidnapping;~~

(ii) Involve a finding of sexual motivation under RCW 9.94A.835;

(iii) Involve the illegal harvesting or sale of human organs; or

(iv) Result in a death.

(2) Trafficking in the first degree is a class A felony.

(3)(a) A person is guilty of trafficking in the second degree when such person:

(i) Recruits, harbors, transports, transfers, provides, obtains, buys, purchases, or receives by any means another person knowing, or in reckless disregard of the fact, that force, fraud, or coercion as defined in RCW 9A.36.070 will be used to cause the person to engage in forced labor, involuntary servitude, a sexually explicit act, or a commercial sex act, or that the person has not attained the age of eighteen years and is caused to engage in a sexually explicit act or a commercial sex act; or

~~(ii) Benefits financially or by receiving anything of value from participation in a venture that has engaged in acts set forth in (a)(i) of this subsection.~~

(b) Trafficking in the second degree is a class A felony.

(4)(a) In any prosecution under this chapter in which the offense or degree of the offense depends on the victim's age, it is not a defense that the perpetrator did not know the victim's age, or that the perpetrator believed the victim to be older, as the case may be.

(b) A person who is either convicted or given a deferred sentence or a deferred prosecution or who has entered into a statutory or nonstatutory diversion agreement as a result of an arrest for a violation of a trafficking crime shall be assessed a ten thousand dollar fee.

(c) The court shall not reduce, waive, or suspend payment of all or part of the fee assessed in this section unless it finds, on the record, that the offender does not have the ability to pay the fee in which case it may reduce the fee by an amount up to two-thirds of the maximum allowable fee.

(d) Fees assessed under this section shall be collected by the clerk of the court and remitted to the treasurer of the county where the offense occurred for deposit in the county general fund, except in cases in which the offense occurred in a city or town that provides for its own law enforcement, in which case these amounts shall be remitted to the treasurer of the city or town for deposit in the general fund of the city or town. Revenue from the fees must be used for local efforts to reduce the commercial sale of sex including, but not limited to, increasing enforcement of commercial sex laws.

(i) At least fifty percent of the revenue from fees imposed under this section must be spent on prevention, including education programs for offenders, such as job school, and rehabilitative services, such as mental health and substance abuse counseling, parenting skills, training, housing relief, education, vocational training, drop-in centers, and employment counseling.

(ii) Revenues from these fees are not subject to the distribution requirements under RCW

RCW 4.92.130**Tortious conduct of state—Liability account—Purpose.**

A liability account in the custody of the treasurer is hereby created as a nonappropriated account to be used solely and exclusively for the payment of liability settlements and judgments against the state under 42 U.S.C. Sec. 1981 et seq. or for the tortious conduct of its officers, employees, and volunteers and all related legal defense costs.

(1) The purpose of the liability account is to: (a) Expediently pay legal liabilities and defense costs of the state resulting from tortious conduct; (b) promote risk control through a cost allocation system which recognizes agency loss experience, levels of self-retention, and levels of risk exposure; and (c) establish an actuarially sound system to pay incurred losses, within defined limits.

(2) The liability account shall be used to pay claims for injury and property damages and legal defense costs exclusive of agency-retained expenses otherwise budgeted.

(3) No money shall be paid from the liability account, except for defense costs, unless all proceeds available to the claimant from any valid and collectible liability insurance shall have been exhausted and unless:

(a) The claim shall have been reduced to final judgment in a court of competent jurisdiction; or

(b) The claim has been approved for payment.

(4) The liability account shall be financed through annual premiums assessed to state agencies, based on sound actuarial principles, and shall be for liability coverage in excess of agency-budgeted self-retention levels.

(5) Annual premium levels shall be determined by the risk manager. An actuarial study shall be conducted to assist in determining the appropriate level of funding.

(6) Disbursements for claims from the liability account shall be made to the claimant, or to the clerk of the court for judgments, upon written request to the state treasurer from the risk manager.

(7) The director may direct agencies to transfer moneys from other funds and accounts to the liability account if premiums are delinquent.

(8) The liability account shall not exceed fifty percent of the actuarial value of the outstanding liability as determined annually by the office of risk management. If the account exceeds the maximum amount specified in this section, premiums may be adjusted by the office of risk management in order to maintain the account balance at the maximum limits. If, after adjustment of premiums, the account balance remains above the limits specified, the excess amount shall be prorated back to the appropriate funds.

[2011 1st sp.s. c 43 § 513; 2009 c 560 § 15; 2002 c 332 § 14; 1999 c 163 § 1; 1991 sp.s. c 13 § 92; 1989 c 419 § 4; 1985 c 217 § 3; 1975 1st ex.s. c 126 § 3; 1969 c 140 § 1; 1963 c 159 § 7.]

NOTES:

Effective date—Purpose—2011 1st sp.s. c 43: See notes following RCW 43.19.003.

Intent—Effective date—Disposition of property and funds—Assignment/delegation of contractual rights or duties—2009 c 560: See notes following RCW 18.06.080.

Intent—Effective date—2002 c 332: See notes following RCW 43.19.760.

RCW 4.92.150**Compromise and settlement of claims by attorney general.**

After commencement of an action in a court of competent jurisdiction upon a claim against the state, or any of its officers, employees, or volunteers arising out of tortious conduct or pursuant to 42 U.S.C. Sec. 1981 et seq., or against a foster parent that the attorney general is defending pursuant to RCW 4.92.070, or upon petition by the state, the attorney general, with the prior approval of the office of risk management and with the approval of the court, following such testimony as the court may require, may compromise and settle the same and stipulate for judgment against the state, the affected officer, employee, volunteer, or foster parent.

[2011 1st sp.s. c 43 § 514; 2002 c 332 § 15; 1989 c 403 § 4. Prior: 1985 c 217 § 5; 1985 c 188 § 9; 1979 ex.s. c 144 § 2; 1975 1st ex.s. c 126 § 5; 1963 c 159 § 9.]

NOTES:

Effective date—Purpose—2011 1st sp.s. c 43: See notes following RCW 43.19.003.

Intent—Effective date—2002 c 332: See notes following RCW 43.19.760.

Findings—1989 c 403: See note following RCW 4.92.060.