

FILED
SUPREME COURT
STATE OF WASHINGTON
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BY SUSAN L. CARLSON
CLERK

NO. 98161-2

IN THE SUPREME COURT FOR THE STATE OF WASHINGTON

(Court of Appeals No. 79646-1-I)

STATE OF WASHINGTON, Respondent

v.

JERRY D. WIATT, JR., Appellant

PETITION FOR REVIEW

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I. INTRODUCTION

In 2011, Jerry D. Wiatt, Jr. pled guilty to nine gross misdemeanors pursuant to a plea agreement with the State. As part of that plea agreement, Mr. Wiatt agreed to entry of nine permanent civil anti-harassment orders issued under RCW 10.14, et. seq. Mr. Wiatt pled guilty and was sentenced on the same day. During the sentencing hearing, the Trial Court imposed the nine civil orders. Mr. Wiatt subsequently completed all conditions of his Judgment and Sentence.

In 2017, Mr. Wiatt moved in each respective civil cause number to vacate the nine civil orders as being issued outside of the statutory limitations of RCW 10.14, et. seq. The State intervened, moved the court to consolidate the nine civil cause numbers with the criminal cause and for the Trial Court to find that Mr. Wiatt breached the plea agreement by initiating the motions to vacate under the civil causes. The Trial Court agreed with the State and found that Mr. Wiatt breached the plea agreement. The Court ordered the remedy of specific performance of preventing Mr. Wiatt from proceeding forward with his Motions to Vacate the nine civil anti-harassment orders.

Mr. Wiatt appealed this finding by the Trial Court, arguing that the plea agreement entered in his matter was fully executed by the parties and that the enforcement of the agreement was beyond the jurisdiction of the court. Despite these arguments, the Court of Appeals rested its decision upon the language of the plea agreement itself and the similar legal underpinnings between plea agreements and contract law. Specifically, the Court of Appeals found the agreement of the parties was critical and the agreement of the parties was obtained following lengthy negotiation after which both parties were found to have benefitted. As a result, the Court of Appeals found that the Trial Court did not err by ordering specific performance of the agreement.

Given the importance and widespread use of plea agreements in our legal system, clear delineation and understanding of the limits of such an agreement are of paramount importance, and the court's error raising an issue of substantial public and professional interest, review by this Honorable Court is warranted.

II. IDENTITY OF THE PETITIONER

The Petitioner in this matter is Defendant, Mr. Jerry Wiatt. The respondent in this matter is the State of Washington. No parties have changed since this matter was heard by the Court of Appeals.

III. COURT OF APPEALS DECISION

On October 21, 2019, the Court of Appeals, Division I, issued a decision affirming the trial court's order for specific performance of the plea agreement signed on January 31, 2011. Following this, on November 8, 2019, undersigned counsel filed a Motion to Publish pursuant to RAP 12.3. On January 8, 2020, the Court of Appeals, Division I, issues its Order Granting Motion to Publish.

IV. ASSIGNMENT OF ERROR

ASSIGNMENT OF ERROR 1: The Court of Appeals erred in finding that Mr. Wiatt breached a valid plea agreement when he attempted to vacate nine lifetime anti-harassment orders.

V. ISSUES RELATING TO ASSIGNMENT OF ERROR

ISSUE 1: Whether the plea agreement was fully executed at the time Mr. Wiatt moved to vacate the anti-harassment orders?

ISSUE 2: Whether the trial court had the authority to order specific performance of a negotiated plea agreement when jurisdiction of the court had already expired?

VI. STATEMENT OF THE CASE

On January 31, 2011, Mr. Wiatt pled guilty to nine gross misdemeanors charges, to include seven counts of assault in the fourth degree (RCW 9A.36.041) and two counts of furnishing liquor to a minor (RCW 66.44.270(1)) for incidents occurring from dates ranging from 1999 to 2001. The trial court accepted his guilty pleas and subsequently sentenced him the same day. The sentence included a twenty-four-month suspended sentence with a condition that Mr. Wiatt “comply with the requirements of permanent civil anti-harassment orders imposed by the Court upon the defendant on January 31, 2011.” (Judgment and Sentence Following Appeal (Non-Felony), page 3). No separate written plea agreement was filed. The only reference to a plea agreement was in paragraph 6 (b) of the Statement of Defendant on Plea of Guilty (Non-Felony); where “[t]he prosecuting authority will make the following recommendation to the judge: ... [p]ursuant to the plea agreement of the parties, the defendant would agree to the entry by this court at the time of sentencing of a permanent civil anti-harassment order for each of the victims named in the nine counts against the defendant.” (Statement of Defendant on Plea of Guilty (Non-Felony), page 2).

The trial court signed the nine civil orders at the sentencing hearing and the prosecutor filed the civil orders with the clerk's office after the hearing concluded. Additionally, it is important to note, there were no petitions filed pursuant to RCW 10.14, et. seq. and the orders were not signed by any of the petitioners; prosecuting attorney Christen Peters signed the orders on behalf of each petitioner. None of the petitioners appeared at the plea and sentencing hearing.

In 2017, Mr. Wiatt moved the court, under each of the civil cause numbers, to vacate the orders as not having been issued in compliance with the statutory requirements of RCW 10.14, et. seq. The petitioners were properly served. The State intervened to consolidate the civil motions with the criminal cause, even though it is not a party to the civil orders. The State argued that Mr. Wiatt was in breach of the plea agreement by having initiated the motion to vacate the civil orders. The trial court agreed with the State and found Mr. Wiatt in breach of the plea agreement and ordered specific performance forbidding Mr. Wiatt from challenging the validity of the civil orders or to move for modification of the civil orders in the future; even though the Court's jurisdiction over the criminal gross misdemeanor offenses expired many years prior.

VII. ARGUMENT

A. *Mr. Wiatt's Plea Agreement was fully executed at the time he moved to vacate the Anti-Harassment Orders in this matter and as such did not breach his agreement.*

By their nature, plea agreements are bilateral contracts between the parties to a case. There must be a promissory exchange and a promise of certain benefits, "including exact penal promises, in return for a defendant's promise to enter a guilty or no contest plea." *State v. Bembenek*, 724 N.W. 2d 685, 689 (Wis.Ct.App. 2006), quoting *State v. Bowers*, 696 N.W. 2d 255, 264 (2003). In that same vein, a plea agreement is a contract made within the limits of the controlling statutes, meaning the State's discretion and courts authority are not unfettered. See *State v. Moen*, 150 Wn.2d 221, 227 (2003); See also *In Re. Thompson*, 141 Wn.2d 712, 723 (2000). In short, "The government gets what it bargains for but nothing more." *United States v. Pruitt*, 32 F.3d 431, 433 (9th Cir. 1994). Given that "the court's sentencing authority is limited to that expressly provided for by statute," the maximum the government may receive as a result of a plea agreement is subject to the authority granted by statute, nothing more. See *State v. Phelps*, 113 Wn.App. 347, 356 (2002).

Here, to receive the benefit of opportunity to plead guilty to reduced charges, Mr. Wiatt agreed and that he would agree to the

State recommending at sentencing that permanent Civil Anti-Harassment Orders be entered. That is exactly what occurred: Mr. Wiatt pled guilty and the State made their recommendation to the court at sentencing. At that moment, the agreement between the State and the Defendant was executed as the bargained for exchange occurred. The contract was complete. The Court following the State's recommendation and issuing the Permanent Anti-Harassment Orders is immaterial as to the completeness of the plea agreement.

As such, the parties' plea agreement had been fully executed at the time Mr. Wiatt moved to vacate the nine anti-harassment orders. Given the language of the agreement no further obligations existed, Mr. Wiatt was not in breach requiring an order of specific performance – he had pled guilty and had agreed to the State's recommendation at sentencing.

Here, the plea agreement reached between the parties, which governs the jurisdiction of the court in this matter, was fully executed at the time the prosecution moved for specific performance. As a result, the court had no jurisdiction to find the defendant in breach.

The completion of all terms, conditions, and bargained for exchanges resulted in plea agreement to be fully executed and completed.

Here, the plea agreement that was reached between the parties and governing Mr. Wiatt's conduct in this matter was fully executed at the time that the prosecution and as such the court no longer retained jurisdiction to find Mr. Wiatt had breached the agreement. Specifically, the plea agreement was summarized in the Statement of the Defendant on Plea of Guilty submitted to the court:

...365 days on each count with 60 day suspended for a period of two years, with time on all counts running concurrently; that the defendant receive credit for 305 days served as to all counts and that he be released from the custody of the Department of Corrections at the time of sentencing; that supervision of probation by the department of corrections be in King County where the defendant will be residing; that the conditions of probation be as follows: no criminal law violations, defendant engage in treatment as recommended in December 4, 2010 evaluation by Michael Comte, and that the defendant not maintain a principal residence, or have a principal place of employment or principal place of schooling in Thurston County. Pursuant to the plea agreement of the parties, the defendant would agree to the entry by this court at the time of sentencing of a permanent civil anti-harassment order for each of the victims named in the nine counts against the defendant. The State recommends legal financial obligations in the amount of \$500 for the victim penalty assessment and \$200 for court costs.

CP 6, 41.

At the change of plea hearing, Mr. Wiatt acknowledged that he fully understood what he stated in his Statement of Defendant on Plea of Guilty. CP 55. Following this, the Court accepted the defendant's guilty pleas to all nine counts and found that such pleas were made freely, voluntarily, and intelligently. CP 64. At sentencing, the State recommended the court entered the referenced anti-harassment orders. CP 68-69. At the conclusion of sentencing, the parties had completed the terms of their contract.

Mr. Wiatt subsequently served his sentence in this matter. No additional affirmative requirements remained outstanding in Mr. Wiatt's matter following his completion of probation. As such, in 2017 when Mr. Wiatt moved to vacate these orders, he was not in violation of the plea agreement as the terms of the bargain had been fulfilled by both parties and nothing remained regarding the terms of the agreement. Offer, acceptance, and ultimately, performance all occurred as negotiated. Given the completion of the terms of the agreement by both parties, specific performance is not within the court's jurisdiction to order as performance of the actions already occurred.

B. The Court did not have the authority to order specific performance of Mr. Wiatt's plea agreement as the plea agreement was unenforceable beyond the jurisdiction of the trial court.

A plea agreement between the parties represents a question of both constitutional precepts and the overlay of a contract between the parties of the agreement. A plea agreement once embodied in the judgment of the court implicates constitutional provisions and protections. *See Mabry v. Johnson*, 467 U.S. 504, 507 (1984). Ultimately, a plea agreement is a contract with constitutional implications. *State v. Townsend*, No. 34984-5 (Div. III, 02/06/2018), *citing In re: Pers. Restraint of Lord*, 152 Wn.2d 182, 188-189 (2004). A plea bargain is not a commercial exchange; it is an instrument for the enforcement of the criminal law. *See United States v. Baron*, 172 F.3d 1153, 1158 (9th Cir. 1999).

The court has previously held that specific performance is a remedy for both parties to a plea agreement. *State v. Thomas* 79 Wn.app.32, 37 (1995). "Specific performance entitles a defendant to "the benefit of his original bargain." *State v. Barber*, 248 P.3d 494, 496 (2011)(internal quotations omitted). A plea agreement functions as a contract in which the defendant exchanges his guilty plea for some bargained-for concession from the State: dropping charges, a

sentencing recommendation, etc. Specific performance ensures that the defendant receives the promise he bargained for. *Id. citing State v. Sledge*, 133 Wash.2d 828, 838-40 (1997); *State v. Hunsicker*, 129 Wash.2d 544, 559 (1996).

One context that specific performance may arise is upon the mutual mistake of the parties or reliance upon incorrect or misinformation. This can occur when the parties stipulate upon a particular plea agreement or sentence that is contrary to law. For example, “The parties may agree...that an offense carries a mandatory minimum term of 10 years when in reality, the mandatory minimum term is 20 years. If the defendant elects specific performance in this context, giving him the benefit of the plea bargain would require imposing the bargained for sentence.” See *State v. Barber*, 248 P.3d 494, 497 (2011). Taken to its conclusion, the courts have recognized that specific performance in the context of a mutual mistake may require enforcement of sentence that is contrary to law. *Id.* This conclusion is obviously flawed and appropriately the Court is limited in its powers to only those powers granted explicitly by statute, and the parties to a plea agreement cannot empower a court, through that agreement, to exceed those powers. *State v. Eilts*, 94 Wn.2d 489, 495 (1980), *superseded by statute RCW 9.95.210*. “The

actual sentence imposed pursuant to a plea bargain must be statutorily authorized; a defendant cannot agree to be punished more than the Legislature has allowed for.” *State v. Barber*, 170 Wn.2d 854, 869 (2001). “There simply is no credible legal argument that can be made for the proposition that a court...may exceed its statutory sentencing authority in order to enforce the terms of a plea agreement.” *State v. Barber*, 248 P.3d 494, 498 (2011).

A court does not have jurisdiction over criminal matters *ad infinitum*, rather, a court may only punish an offenders consistent with those authorized by statute, and failure to remedy such a situation runs afoul with constitutional due process rights. *In Re Pers. Restraint of Moore*, 116 Wn.2d 30, 33 (1991). In setting maximum penalties for respective classifications of offenses, the Legislature has set clear floors and ceilings related to the nature of the offense. See *RCW 9A.20.021 & RCW 9.94A.506*. These sections specifically authorize the respective Court to impose sentence consistent with the authority provided by statute. RCW 9A.20.021 sets forth the Maximum Sentences for crimes committed July 1, 1984 or later, and states in relevant part, “(2) Gross Misdemeanor. Every person convicted of a gross misdemeanor defined in Title 9A RCW shall be punished by imprisonment in the county jail for a maximum term fixed

by the court of up to three hundred sixty-four days, or by a fine in an amount fixed by the court of not more than five thousand dollars, or by both such imprisonment and fine." *RCW 9A.20.021(2)*.

Furthermore, the limitations of sentences and criminal jurisdiction are further defined by the limitations placed upon the Standard sentencing ranges. See *RCW 9.94A.506*. Specifically, *RCW 9.94A.506* states, The standard sentence range of total and partial confinement under this chapter, except as provided in *RCW 9.94A.517*, are subject to the following limitations: (1) if the maximum term in the range is one year or less, the minimum term in the range shall be no less than one-third of the maximum term in the range...(3) The maximum term of confinement in the range may not exceed the statutory maximum for the crime provided in *RCW 9A.20.021*." *Id.*

Additionally, in imposing a sentence the court may be granted additional jurisdiction over the matter in the form of probation or supervision of the offender in the community. See *RCW 9.95.210*. Importantly, "the superior court may suspend the imposition or the execution of the sentence and may direct that the suspension may continue upon such conditions and for such time as it shall designate, not exceeding the maximum term of the sentence or two years, whichever is longer." *RCW 9.95.210(1)*.

Moving now to the how this applies specifically to Mr. Wiatt and the sentence he received in this matter, it can be noted that RCW 9.94A.517 provides that the punishment of gross misdemeanors is 364 days of confinement, and subject to RCW 9.95.210(1) for a probationary period of which is the maximum sentence or two years; in this case would be two years.

Ordering specific performance would be outside the court's jurisdiction in this case as the motion for breach of the agreement was filed in 2017, over 4 years after the jurisdiction in this matter expired. Under the terms of the RCW applying to sentences for gross misdemeanors and the corresponding probationary period(s), the court maintains some form of jurisdiction for a period of at most two years. However, the prosecution argues that the agreement of the parties to the entry of the plea agreement in this matter gave the court "lifetime" jurisdiction to revoke his plea agreement in relation to the anti-harassment orders; such a conclusion cannot be logical given the court's previous recognition that "a defendant cannot agree to be punished more than the Legislature has allowed for." *State v. Barber*, 170 Wn.2d 854, 869 (2001). Given that the court lacks the jurisdiction in this matter, specific performance is not an available or appropriate remedy. Such enforcement would run afoul with the

court's previous precedents, the Revised Code of Washington, and Mr. Wiatt's due process rights as guaranteed by the United States and Washington State constitutions.

VIII. CONCLUSION

For the foregoing reasons, Mr. Wiatt respectfully requests that the Court REVERSE the ruling of the Court of Appeals and find that the Plea Agreement was fully executed and the Court no longer retained jurisdiction, or alternatively, that the Plea Agreement was unenforceable as the provisions related to a lifetime protection order were improper rendering the plea agreement invalid with respect to the protection orders.

Dated this 6th day of February 2020.



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CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that I served a copy of the foregoing documents on all parties, or their counsel of record, on this 6th day of February 2020 via the following:

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NO.

IN THE SUPREME COURT FOR THE STATE OF WASHINGTON

(Court of Appeals No. 79646-1-I)

STATE OF WASHINGTON, Respondent

v.

JERRY D. WIATT, JR., Appellant

APPENDIX

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OPINION OF THE COURT OF APPEALS

(OCTOBER 21, 2019)1

ORDER OF THE COURT OF APPEALS GRANTING MOTION TO
PUBLISH

(JANUARY 8, 2020)7

FILED
10/21/2019
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

STATE OF WASHINGTON,)	No. 79646-1-I
)	
Respondent,)	DIVISION ONE
)	
v.)	
)	
JERRY D. WIATT JR.,)	UNPUBLISHED OPINION
)	
Appellant.)	FILED: October 21, 2019

MANN, A.C.J. — Jerry Wiatt appeals the trial court's order enforcing a 2011 plea agreement and prohibiting Wiatt from challenging nine civil anti-harassment orders entered pursuant to the plea agreement. We affirm.

I.

On January 31, 2011, Wiatt appeared for a change of plea and sentencing in Thurston County Superior Court. Wiatt had been serving a prison sentence on convictions for two counts of rape in the second degree, two counts rape in the third degree, one count attempted rape in the third degree, six counts furnishing liquor to a minor, one count voyeurism, and one count communication with a minor for immoral

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purposes. All of the convictions had been vacated by Division Two of this court and remanded for trial.¹ The State filed a petition for review with the Supreme Court.

After lengthy negotiations between the State, Wiatt, and his attorney, the State agreed to reduce the charges to seven counts of assault in the fourth degree and two counts of furnishing liquor to a minor in exchange for the entry of nine permanent civil anti-harassment orders for each of Wiatt's victims. Wiatt also agreed that he would not maintain a principal residence or have a principal place of employment or schooling in Thurston County. The statement on the plea of guilty indicated that "pursuant to the plea agreement of the parties, the defendant would agree to the entry by this court at the time of sentencing of a permanent civil anti-harassment order for each of the victims named in the nine counts against the defendant."

During the January 31, 2011, plea hearing, the State explained that all of the nine victims were requesting permanent lifetime anti-harassment orders because "they did not want to see the defendant" and that under the orders "the defendant understands if, in fact, he ever were to by chance walk into a local Safeway or grocery store and one of the victims perhaps was there, it's the defendant's obligation under the antiharassment orders to leave the premises." The parties agreed, with the court's permission, that the State should sign the anti-harassment orders on behalf of the victims. The defense indicated that

All of these conditions are fully agreed upon by the defense. As I think
Your Honor knows, this was a result of considerable negotiations between

¹ In State v. Wiatt, the court reversed and remanded five counts based on an unlawful search. 127 Wn. App. 1008, WL 950673 (2005); in In re the Personal Restraint Petition of Wiatt, the remaining convictions were vacated because the court violated Wiatt's due process rights by excluding him from the pretrial attorney conflicts hearing. Order Granting Pet., No. 35690-2-II, at 2 (Wash. Ct. App. Aug. 13, 2010).

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the defense and the prosecutor's office and I know that the prosecutor also took the time to correspond with all the victims in the case and make sure that the settlement was acceptable to them as well. So we agree to all the terms recommended.

The court asked if Wiatt wanted to address the court before sentencing and Wiatt replied, "No, thank you, Your Honor. I'll defer to my lawyer." The court then noted that the orders "are lifetime civil antiharassment orders under the statute. They're in effect immediately, they will be immediately filed in the clerk's office."

Seven years later, Wiatt moved, in each of the nine civil causes, to vacate the anti-harassment orders, arguing that the orders were entered without statutory authority. The State filed a motion to enforce the plea agreement in the criminal cause. In a hearing on consolidation, Wiatt agreed that the court should hear the State's motion to enforce the plea agreement before hearing Wiatt's motion to vacate the anti-harassment orders, conceding that "if specific performance is granted and Mr. Wiatt is ordered not to proceed forward, the solution is simple. The motions [to vacate the anti-harassment orders] are struck, and the matter is solved." The court declined to consolidate all cases, but consolidated the hearing on all pending motions.

At the hearing, the State argued that Wiatt's attempt to vacate the anti-harassment orders violated the plea agreement and that the court should order specific performance barring Wiatt from challenging the anti-harassment orders. The court agreed with the State and concluded that the plea agreement was indivisible and Wiatt received the benefit of the bargain, a lesser sentence and avoidance of a new trial, in exchange for entry to the permanent anti-harassment orders. The court concluded that

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the terms of the plea agreement would be breached if Wiatt were allowed to vacate the anti-harassment orders and ordered specific performance. Wiatt appeals.

II.

Wiatt contends that the plea agreement is unenforceable because Wiatt served his sentence and therefore the court cannot exercise criminal jurisdiction over Wiatt. We disagree.

A plea agreement is a contract between the State and the defendant. State v. McDonald, 183 Wn.2d 1, 8, 346 P.3d 748 (2015). After a party breaches the plea agreement, the nonbreaching party may either rescind or specifically enforce it. State v. Armstrong, 109 Wn. App. 458, 462, 35 P.3d 397 (2001). The trial court found that Wiatt's motion to vacate the anti-harassment orders constituted "a material breach of the 2011 plea agreement between the prosecution and defense." We review the trial court's interpretation of a contract de novo. Tacoma Narrows Constructors v. Nippon Steel-Kawada Bridge, Inc., 138 Wn. App. 203, 216, 156 P.3d 293 (2007).

In general, we read the terms of a plea agreement the same as the terms of a contract. State v. Thomas, 79 Wn. App. 32, 39, 899 P.2d 1312 (1995). Our reading, however, is constrained by the constitutional due process considerations and "we cannot read any terms in a way the defendant did not understand at the time of the entry of the plea." Thomas, 79 Wn. App. at 39.

First, Wiatt cites no authority for his contention that a plea agreement is unenforceable after a defendant has served his sentence. The plea agreement is a contract between the State and defendant, where the State agrees to recommend a specific sentence in exchange for the defendant's guilty plea. The sentencing court is

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not bound, however, by the State's recommendation. State v. Henderson, 99 Wn. App. 369, 374, 993 P.2d 928 (2000).

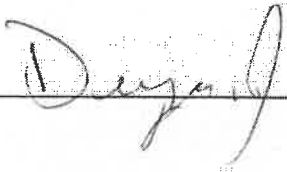
The language in the plea agreement is clear—Wiatt agreed to the entry of nine permanent civil anti-harassment orders in exchange for lesser charges and avoidance of a new trial. The nine civil anti-harassment orders are legally distinct orders from the judgment and sentence. The court accepted Wiatt's plea of guilty and the State's recommendation for sentencing and entry of the nine anti-harassment orders. The court allowed the State to facilitate the entry of the orders on behalf of the victims. The court entered the permanent orders under its statutory authority in RCW 10.14.080(4), which allows it to enter permanent anti-harassment orders when the court finds that, without the orders, unlawful harassment will likely resume. Wiatt stipulated to the factual basis for the anti-harassment orders. Thus, the court may continue to exercise civil jurisdiction over Wiatt, under the permanent anti-harassment orders and has authority to enforce the parties' agreement under the plea agreement to prevent Wiatt from vacating the anti-harassment orders.

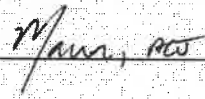
When Wiatt sought to vacate the anti-harassment orders, he breached the plea agreement. The parties reached this agreement after lengthy negotiations, with Wiatt represented by counsel. The State agreed to charge Wiatt with gross misdemeanors, rather than felonies, in exchange for Wiatt's agreement to the entry of permanent anti-harassment orders. Both the State and Wiatt benefitted from the bargain. The trial court did not err by ordering specific performance.


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We affirm the trial court's decision ordering specific performance that barred Wiatt from moving to vacate the nine anti-harassment orders and enforcing the plea agreement.

WE CONCUR:







CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that I served a copy of the foregoing documents on all parties, or their counsel of record, on this 6th day of February 2020 via the following:

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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

STATE OF WASHINGTON,)	No. 79646-1-I
)	
Respondent,)	DIVISION ONE
)	
v.)	ORDER GRANTING
)	MOTION TO PUBLISH
JERRY D. WIATT JR.,)	
)	
Appellant.)	
_____)	

Appellant Jerry Wiatt filed a motion to publish the court's opinion filed on October 21, 2019. Respondent State of Washington has filed an answer. The court has determined that the motion should be granted.

Therefore, it is

ORDERED that the opinion should be published. The opinion shall be published and printed in the Washington Appellate Reports.

FOR THE COURT:

Mann, A.C.J.

KURT BENNETT ATTORNEYS

February 06, 2020 - 2:15 PM

Filing Petition for Review

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Appellate Court Case Number: Case Initiation
Appellate Court Case Title: State of Washington, Respondent v. Jerry D. Wiatt, Jr., Appellant (796461)

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