

No. 67856-6-I

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COURT OF APPEALS OF THE STATE OF WASHINGTON  
DIVISION I

---

STATE OF WASHINGTON

Respondent

v.

MARK L. HOUGHTON

Appellant

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STATEMENT OF ADDITIONAL GROUNDS

BY

APPELLANT

---

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COURT OF APPEALS OF THE STATE OF WASHINGTON  
DIVISION I

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STATE OF WASHINGTON,  
Respondent,  
v.  
MARK HOUGHTON,  
Appellant.

No. \_\_\_\_\_  
STATEMENT OF ADDITIONAL  
GROUNDS FOR REVIEW  
(RAP 10.8)

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I, Mark Houghton, Appellant, have received and reviewed the opening brief prepared by my attorney, Nancy Collins. Summarized below are the additional grounds for review that are not addressed in that brief. Included are the cases, related statutes and constitutional provisions that support my arguments. I understand that the court will review this Statement of Additional Grounds for Review when my appeal is considered on the merits.

ADDITIONAL GROUND 1

It is the contention of this Appellant that the accumulation of numerous errors by the trial court deprived him of a fair trial.[1] This court has the authority under RAP 2.5(a)(3) to review error claims whether they be properly preserved or not, if the cumulative effect of all errors denies the defendant the constitutional right to a fair trial.[2] Although it is my contention that many of the errors listed warrant reversal on their own merit, this appellant would ask the court to also review all the errors in the light of, "the total effect of a series of incidents creating a trial atmosphere which threatens to deprive the accused of the fundamentals of due process." [3] "The cumulative error doctrine mandates reversal when the cumulative effect of non-reversible errors materially affects the outcome of the trial." [4]

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[1] U.S. Constitution 5th and 14th Amendments

[2] State v. Alexander 64 Wn.App 147 at 150-151, 822 P.2d 1019 (1992)

[3] State v. Swenson 62 Wn.2d 259, 382 P.2d 614 (1963)

[4] State v. Newbern 95 Wn. App. 277 at 297, 975 P.2d 721 (1999)

ADDITIONAL GROUND 2

At the first Omnibus Hearing on August 4, 2011, Judge Theresa Doyle erred when she denied a motion for continuance. This was a violation of due process.

My current counsel at that time was Dae Woo Kim. He was not available for that hearing. Ms Exe was "standing in for current counsel of record." (page 2 line 8) Ms Exe says she was "reassigning Mr. Houghton's case to Mr. Palmer. However, I never spoke to Mr. Palmer about my case before this hearing. In fact I spoke with Mr. Kim about my case for less than 15 minutes. It would be absurd for Mr. Palmer and I to have only 20 days to prepare for trial, especially when the State had over 2 years, they had 25 witnesses, 25 CD's of photos and over 4 inches of hardcopy to review.

Ms Exe also went on to explain other scheduling problems especially with the investigators needed for the case. (pages 3-4). The first investigator interviewed 4 witnesses. The second investigator would not start interviewing until the following Wednesday, August 10, 2011 which, of course left only 14 days to interview 21 witnesses - not counting any witnesses we might call for the defense.

ADDITIONAL GROUND

At the Omnibus Hearing of 8/19/11, Judge Ronald Kessler erred when he denied my request for a new attorney and related continuance.

I told the court that, "my constitutional right to due process (was) violated." (page 4, lines 3-8). Mr. Palmer, again not showing at court, asked Ms Exe to tell the court we would not be ready till October. (8/4/11, page 4, lines 19-23). I told the court we had only met to talk about the pleading offer the previous day; there had been no conversation about discovery so far. (8/19/11). The prosecutor had had over 2 years to prepare for trial and my own attorney no time at all, yet Mr. Palmer was still claiming to be ready. I had absolutely no faith in him and believed him to be untrustworthy. Ethically it was wrong of Mr. Palmer to ask me to plead guilty to the charges when he had never sat down with me to review what happened the night of the fire; and never heard it until 9/7/11 the 7th day of trial, during the second day of my testimony.

Judge Kessler rushed and refused to consider a fair and informed choice. Mr. Hamilton also claimed to have a vacation around Thanksgiving time, but did say, "a mid-October date would work..." Page 7, line 6).

"The court failed to resolve conflict between appointed lawyer and client." Daniels v. Woodford, 428 F.3d. 628 (6th Cir. 2007). "Court should have held hearing about apparent conflict." Harris v. Carter, 337 F.3d. 758 (6th Cir. 2003). "Court should have held hearing on the defense counsel's potential conflict of interest." United States v. Kliti, 156 F.3d. 150 (2nd Cir. 1998). (Please see PRP declaration).

"Attorney's potential conflict required remand for hearing." United States v. Jiang, 140 F.3d. 150 (2nd Cir. 1998). "There was an actual conflict when the defendant accused counsel of improper behavior." United States v. Shorter, 54 F.3d. 5268 (7th Cir. 1995).

The hearing Judge Kessler (8/19/11) erred when he ignored "irreconcilable difference/conflict between defendant and lawyer." United States v. Moore 159 F.3d. 1154 (9th Cir. 1999). (Please see PRP declaration for more new information details).

MLA SAG p. 5

"Denial of the chosen counsel was a structural error."  
United States v. Gonzalez-Lopez 548 U.S. 140 (2006).

My attorney had a conflict of interest and should not have been allowed to continue. Mr. Palmer told me he had "10 other serious felony cases besides mine." He could not possibly have time to help me."The 6th Amendment guarantee includes representation that is free of any conflict of interest with counsel." United States v. Ziegenhagen, 830 F.2d. 937, 939 (7th Cir. 1989).

"A criminal defendant is entitled to counsel whose undivided loyalties lie with his client. United States v. Ellison, 798 F.2d. 1102, 1107(7th Cir. 1986).

Further evidence of my counsel being ineffective, unprepared and conflicted, is that I had 10 other attorneys on my case as noted on each transcript (not always showing in the Docket):

1. 2/16/10 Unknown First Arrest and Hearing
2. 10/20/10 Chris Swaby, TDA
3. Leona Thomas, TDA
4. 12/8/10 Victory Freer, SCRAP
5. 1/5/11 Erin Curtis, SCRAP
6. 2/16/11 Daewoo Kim, SCRAP
7. 8/4/11 Ms Eze, SCRAP

MLH SAG p. 6

- 1102 5/20/11
8. 8/4/11 Hal Palmer (not showing) SCRAP
  9. 8/10/11 Matt Pang, SCRAP
  10. 8/19/11 Hal Palmer (Defendent requested new counsel)

According to the 8/19/11 transcript, Mr. Palmer had had NOT even interviewed one witness. (page 3, lines 13-25), even though the prosecutor had claimed 25 witnesses for the state, maybe decreased to "20" on 8/25/11, page 31, line 7, and 4 defense witnesses. (8/25/11, page 31, line 11). That is excluding 10 other witnesses I wanted him to include.

Mr. Palmer was obviously behind and unable to ever catch up, "Overworked attorney did not spend enough time with client." Glover v. Miro, 262 F.3d. 268 (4th Cir. 2001). A related case re: "Attorney's failure to prepare for trial and conflicted counsel" was reverssable error. Catalan v. Cockrell, 315 F.3d. 491 (5th Cir. 2002).

MLH SAG p.7

ADDITIONAL GROUND

All witness testimony against me is tainted because the jury and the court did not know that witnesses were paid by the State to testify against me. Detective Pomeroy reported he hung "an arson alarm sign" at Dockton Park. (Exhibit #26; Transcript 9/25/11, page 22, lines 19-20).

There was a similar Arson Reward sign located on the side of the park building in plain sight, placed there after the first arson in the summer of 2009. (Exhibit #19).

Both of those signs offered a \$10,000 reward for evidence or testimony that would lead to the arrest and conviction of an arsonist. The Leahy's both could have easily seen the older sign on the Dockton park building on their way through the park on the day of the boat fire on 12/25/09. It was a bright, obvious sign. Many people asked about it. *It had been in place since 8/09.*

It was a violation of due process and a violation of the 6th Amendment Confrontation Clause. How many witnesses received payment for their testimony? How much did they receive? What did they have to do to receive a reward in this case?

I believe the Prosecutor and Detectives together colluded to hid this prejudicial evidence. I consider this

*MLH SAG p. 8*

to be an intentional suppression of evidence and obstruction of justice. "Evidence is material to either guilt or punishment, irrespective of the prosecution's good or bad faith. Brady v. Maryland 373 U.S. 83, 87 (1963).

This suppressed evidence of the \$10,000 reward is highly prejudicial. If the jury knew the witnesses were paid for their testimony they could have had reasonable doubt against the proof of guilt.

"Right to confront witness; 6th Amendment." Crawford v. Washington, 541 U.S. 36 (2004).

"Defendent could expose bias of the witness involved in investigation." Schledwitz v. United States, 169 F.3d. 1003 (6th Cir. 1999).

"Bias is always relevant in assessing a witness's credibility." United States v. Lynn 856 F.2d. 430,432, n.3 (1st Cir. 1988).

"The Supreme Court has defined bias as the relationship between a party and a witness which might lead the witness to slant, inconspicuously or otherwise, his testimony in favor or against a party." United States v. Abel, 469 U.S. 45, 52 (1984).

"A violation of the 6th Amendment's Confrontation Clause renders testimony, statements, evaluation as inadmissible testimonial hearsay." Davis v. Washington, 547 U.S. 813 (2006).

MLH SAG p. 9

The state's witnesses were obviously paid to testify against me. The relationship was held secret. Who was paid reward money? How much? What did they have to say to get the reward? To me this was no different than witness tampering or bribery, a violation of RCW 9A.72.090 "the witness tampering statute." Does anyone believe \$10,000 would not influence the testimony of a witness?

The issue is especially relevant because the detectives communicated a clear prejudicial bias to the local newspapers and even to witnesses, specifically the Cowens, owner of the boat, and Tim Sepalla. According to RCW 9A.72.090 violation is "A person is guilty of bribing a witness if he or she offers, confers or agrees to confer any benefit upon a witness or a person he or she has reason to believe is about to be called as a witness in any official proceeding or upon a person whom he or she has reason to believe may have information relevant to a criminal investigation.... with intent to (a) influence the testimony of that person.

I realize that some of this information may be considered new or perhaps a cure to insufficient evidence. I believe it is important this court see the prejudicial patterns perpetrated by the state actors.

MLH SAG p. 10

ADDITIONAL GROUND

There was extensive discovery withheld by the state with serious prejudicial consequences. The prejudice was accumulative. This withheld evidence was both exculpatory and impeaching. It was made secret and hidden intentionally and in bad faith by the state, prosecutor, detectives, insurance investigator and by witnesses all tempted and tainted by the reward money and potential financial gain of the LFO.

This tainted and missing evidence I refer to is:  
Evidence missing about the actual damage and value of damage to the boat; missing information about the items that were stolen damaged in the fire and lost from the boat; the missing (but available) 2nd tape and transcript from the insurance investigator with notes taken during the meeting; missing insurance claim referred to repeatedly by the prosecutor; missing witness and "necessary" was Guy Fredricks; the tainted evidence of the reward money offered to witnesses; fingerprints from inside the boat (missing); late 911/IRIS phone records.

RELATED CASES OF REVERSABLE ERROR:

"The prosecutor failed to turn over material and favorable evidence sufficient to change result of case." *Kyles v. Whitney*, 514 U.S. 419 (1995).

"Withheld exculpatory evidence could have effected sentence." *Mitchell v. Gibson*, 262 F.3d. 1036 (10th Cir. 2001).

"Government failed to disclose/reveal witnee's bias." *United States v. Sipe*, 388 F3d. 471 (5th Cir. 2004).

MLH SAG p 11

"Prosecutor failed to disclose exculpatory evidence."

Gantt v. Roe, 389 F.3d. 908 (9th Cir. 2004).

"Defendent was denied exculpatory evidence."

Banks v. Dretke, 540 U.S. 668 (2004).

"Defendant entitled to impeaching evidence if material." United States v. Alvarez, 358 F.3d. 1194 (9th Cir. 2004).

"Prosecutor failed to disclose deal with key witnesses." Horton v. Mayle, 408 F.3d. 570 (9th Cir. 2004).

"Agent's (detective's) notes containing exculpatory information should have been disclosed." United States v. Triumph Capital Group Inc., 544, F.3d. 149 (2nd Cir. 2004).

"State did not make a reasonable effort to locate key witnesses." Cook v. McKune, 323 F.3d. 825 (10th Cir. 2003).

"The disclosure obligation is well settled. It includes evidence that could be used to impeach the credibility of a witness." Giglio v. United States, 405 U.S. 150, 154-55 (1972).

MLH SAG p. 12

Specifically there has been no discussion of the value of the damage done to the boat and it's contents, clearly insufficient evidence. It is highly suspect that the insurance company did not submit its usual loss statements. Nor did it complain when the detectives kicked the boat surveyor off the boat, the surveyor hired by State Farm according to Tim Seppala, Burton Marina Manager. These points to probable collusion between the detectives and State Farm and the prosecutor who finds himself prosecuting the defendant while having no evidence regarding actual loss value. Likewise the restitution has no basis in fact.

The restitution was an additional punishment that was fundamentally unfair and unjust. It was "speculative and intangible loss" but "must be based on ascertainable damages..." "...and may not be imposed for 'general scheme' acts connected with crimes charged or crimes uncharged." State v. Flemming, 75 Wn. App. 270,274,877, P.2d. 243 (1994) and RCW 9.94A.753(3) and (5).

The paper covering the windows in the inside of the boat, for privacy, was not even damaged by heat. See the light brown paper hanging in the top right of Exhibit 15.

MLH SAG p. 13

ADDITIONAL GROUND

There has been no real discussion about the value of the damage to the boat by any professional. In fact when the insuring company, State Farm, hired a professional boat surveyor to examine the boat for damage, to determine actual repair costs, the arson detectives refused to allow him access or complete his job. Tim Sepalla, the manager for the Burton Marina was the witness and spoke with both parties. The boat surveyor was very upset according to Mr. Seppala. This was clearly Obstruction of Justice by the arson detectives, intentional and in bad faith.

I assert that the damage to the boat was less than \$2000. No where near the \$15,000 replacement value of the boat. Please note the lack of damage in Exhibits 1,2,3,14,15,16. Especially note Exhibit 15 which shows paper hanging in the top left, hung for privacy blocking the windows. The paper was not burned at all, even though it was high in the cabin where there would have been a lot of heat.

The 2 cushions that were burned were ~~used~~ in poor condition to start with. The sail that was burned was used<sup>+</sup><sub>^</sub> in poor condition also. There were 3 other better replacement sails. Mostly the boat needed a good cleaning which is what I wanted to do, as part of re-claiming the

MLH SAG p 14

boat. I also planned to build my own boat cushions, <sup>ca</sup> all this described in the 2nd missing Insurance Investigator's recording and transcript.

I assert that the state colluded with the Insurance Company in bad faith to intentionally hide the value of the boat damage. The state used this lack of detail to win their case, the jury would assume the boat was a complete loss. The insurance company would agree to the fake loss because they could ask for a high Legal Financial Obligation at sentencing. In fact it was a great profit for them at \$41,464.81. (Please see 10/7/11 Order Setting Restitution).

The so-called restitution was an arbitrary, unjust amount. It was not discussed during trial or at the sentencing hearing. My ability to pay was not discussed. In fact, I have a 100% permanent disability, determined by the Veteran's administration. The LFO is unfair and unjust. It is being used as an additional punishment also unfair and unjust.

MLH SAG p 15

ADDITIONAL GROUND

There is a continued pattern of obstruction of justice especially in the form of suppression of evidence by the state. There was a missing witness at trial, promised by the prosecutor. Guy Fredricks was a key witness for both sides.

Hal Palmer, the defense attorney, said, "The reason why I want to call him is that we do think he saw something the day of the fire." (Transcript 9/2/12, page 7, lines 8-10).

Mr. Hamilton, promised the court that, "...we absolutely need Mr. Frederick." His boat/home was easy to find in Eagle Harbor on Bainbridge Island. Was he really subpoenaed by the Prosecutor? The subpoena does not show up on my Case Docket. (Transcript 9/1/11, page 7, lines 9-10).

"The prosecutor failed to turn over material and favorable evidence sufficient to change result of case." *Kyles v. Whitney*, 514 U.S. 419 (1995).

"Information or material that is favorable to the defendant was withheld by the prosecution: violation of the defendant's due process rights." *Brady v. Maryland*, 373 U.S. 83,87 (1963).

MLH SAG p. 16

The state was also responsible for making sure that the insurance investigator's interview with me, the recording, the transcript of the interview, and the notes that were taken by hand <sup>would be available to the court,</sup> The original transcripts were available according to the court according to Heidi Hellbaum, who said, "...we were able to use the original transcripts or tapes to get the transcripts." (8/31/11 transcript, page 68, lines 11-13).

Remembering what was discussed during that interview, I am sure there was exculpatory and impeaching material discussed. It's very suspicious that the 1st recording and transcripts was used in trial but not the 2nd. I believe that in that interview I did give some important details about the day of the arson, especially about the arsonist. I also described the reasons why I was not making an insurance claim.

In fact where is the so-called insurance claim? I have not seen it at trial or since. It does not appear to be in the list of exhibits used at trial. The prosecutor refers to it but what is it really? Did I sign an insurance claim? I don't think so. On the 2nd interview tape I remember telling her I had not made a claim because there was too

MLH SAG p. 17

much confusion about what was damaged by the fire, what was stolen and <sup>had</sup> what was just lost because I was not allowed back on the boat after the fire. (APPENDIX E, middle of page). Please note the judge does not allow me to go to the "marina," 2/13/10. Detective Pomeroy also told me to stay off the boat because it was dangerous from the remaining fumes and exposed fuel. *Pomeroy committed perjury as to this*

During the trial the "chain of custody was ignored." After Detective walked away from the boat on the evening of 12/25/09, the boat was left open and available to the public. The boat was not secured in anyway. So any evidence that the state used originating after 12/25/09 should be <sup>re</sup>disgarded as unreliable and tainted.

MLH SAG p. 18

ADDITIONAL GROUND

The prosecutor erred with bad faith and prejudice when he introduced a psychological evaluation from a separate family law case. He entered it into evidence during sentencing. Although it was not entered during the trial and therefore did not bias the jury, it could not help but influence the trial judge who had yet to decide on "restitution" and sentencing. Any future judge or jury that sees it may be unduly prejudiced. Any Department of Corrections employee who accesses the case may be prejudiced. DOC officers as well as inmates may access the case and act with extreme prejudice *against me.*

"The prosecution may not introduce such a report without offering a live witness to testify to the truth of the report's statements." *Melendez-Diaz v. Massachusetts*, 557 U.S. \_\_\_\_ (2009). Another 6th Amendment Confrontation Clause violation.

The use of this highly prejudicial and charged evidence occurred at other times during this case as well. To me this was a case of prosecutorial misconduct. This highly charged use of unnecessary prejudicial material began at the 10/20/12 Bail/Bond reduction hearing, page 5, lines 10-28, page 6, lines 1-18). This was essentially highly prejudicial material begun by an abusive ex-wife and had nothing to do with the boat.

MLH SAG p. 19

The prosecutor continued this abusive conduct during the trial when he tried to have my ex-wife testify. Fortunately the court ruled she was too prejudicial. However, the prosecutor pushed through an additional prejudicial witness, Toni Napoli, a reunification therapist for my daughters and me, in a separate case, of course.

Searching the side bar transcripts there is one missing. In it there were warnings by the judge that should we violate the agreement and let slip the prejudicial parts of Toni Napoli's testimony then the jury would find me guilty, no matter what. That agreement was violated. The jury was allowed to hear the poisonous testimony from the unrelated case. It should have been a mistrial. But my attorney said he was "too busy." A narrative report would have shown these issues clearly.

MLA SAG p.20

ADDITIONAL GROUND

I believe it is clear that the State Farm Insurance Investigator Heidi Hellbaum committed perjury and should be held to account. "Perjured testimony requires a new trial." Ortega v. Duncan, 333 F.3d. 102 (2nd Cir. 2003).

Ms Hellbaum kept changing her testimony, claiming that her interview materials "were available" and "were not available." She claimed she could remember what was in those interviews and notes 2 years ago. She did not remember correctly. (Please see related PRP with new information; and transcript of Ms Hellbaum on 8/31/11 and 9/8/11). Her testimony was contradictory and (1) should have been objected to and (2) transcripts should have been delivered to the court by Ms Hellbaum and the Prosecutor.

Ms Hellbaum's testimony was contradictory and misleading. She did not remember key issues from the recorded interviews. During <sup>h</sup>those interviews of me she told me that my ex-wife had tried to collect insurance money from a sunken boat registered in her name. Also that Ms Gregorich, my ex-wife had a lien against the boat in question that burned. I also remember giving her a lot of information about the day of the fire because I believed that the insurance company cared more about who started the fire; and if the detectives

(I was wrong)

MLH SAG p.21

were serious about investigating they would contact her and get the information I gave them on her recordings. But of course it turned out as I guessed and the detectives did not follow up on the leads given to the insurance company.

There was another lead I gave the Insurance investigator that involved Tim Sepalla who was friends with a woman who had been scared off the docks and was afraid for her own safety and afraid for her boat. That woman was also a park employee and was known to the previous park supervisor.

No one followed up on this lead either. Not Heidi Hellbaum, no detective, and not my own attorney and investigator.

In the end I believe<sup>o</sup> the insurance company decided it could make more money by withholding exculpatory and impeaching evidence, and by collecting on the court ordered restitution. The boat was valued at (insured at) \$15,000. The LFO was \$41,464,81, an arbitrary and undiscussed financial punishment.

It is additionally burdensome considering that I have a 100% permanent disability according to the Veterans' Administration. (Please see related PRP).

MLH SAG p. 22

ADDITIONAL GROUND

The state erred when it punished me multiple times. Related to this case I was jailed on January 28, 2010 on Vashon; jailed again on February 12, 2010; again in September 2010; again in October 2011. In addition to those 4 incarcerations I was sentenced to 26 months incarceration and an additional Legal Financial Obligation (LFO) of \$41,464.81 plus \$1,055.00. (Please see 10/7/11 Judgement; attached Appendix ~~k-0~~; missing September 2010 documents),

This was a violation of Due Process and a "prohibition against multiple punishments." In re Pers Restraint of Costello, 131, Wn. App. 828, 832, 129 P. 3d. 827 (2006). Bell v. Wolfish, 441 U.S. at 535 (from Schall v. Martin (1984)).

In the 1st case on Vashon, I was not Mirandized and not allowed to speak with my attorney. In fact I was forced to take a polygraph under threat of incarceration. (Please see related PRP). (Stuart Brown was witness).

In the 2nd case, I was never able to speak to my counsel. (Please see related PRP). (Stuart Brown, witness).

Supervisor Muller and detective Devine arrested me under false pretenses as I drove across Vashon Island on my way home from work on 1/28/10. (Please see Appendix A). They handcuffed me, put me in a holding cell and refused me access to my attorney. They questioned me after turning off the tape recorder. I told them I prefer<sup>ed</sup> to have the tape recorder on. They refused.

MLH SAG p. 23

During the interrogation they made fun of me & threatened me by saying "you will take this polygraph or go to jail. And if you fail the polygraph you will go to jail." I knew what they were doing was wrong and that's why I wanted the tape recorder on. I had not had enough time to get a public defender appointed yet so I was without counsel. But I pretended to have an attorney and kept insisting that I speak with him. I had the number of an attorney who had been attorney for my family law case. Eventually they let me call him. I told Stuart Brown how they were threatening me and what they were saying in <sup>a</sup>thir attempt to intimidate me and force me to take a polygraph or go to jail.

In the end I agreed to take the polygraph only so that I would not go to jail. Following the polygraph I asked the polygrapher if I was going to jail. He said "No" And I said, "good, that means I passed the polygraph." He said, "Yes, but it was inconclusive."

My testimony above conflicts with the blatant dishonesty of detective Devine's sworn testimony on page 14, lines 1-17. (Appendix A).

In addition Detective Devine's signature on page 15 of Appendix A is falsely dated.

MLH SAG p. 24

CONCLUSION:

I have attempted her to convey this manifest miscarriage of justice related to this trumped up case against me. I realize that there are some issues best left to the Personal Restraint Petition (PRP), especially issues of ineffective counsel and new evidence.

However I included some blatant issues of ineffective counsel that were obvious from the evidence at hand, especially when it was clear Mr. Palmer's behavior fell short of expected behavior by not insisting on examining witnesses deemed necessary at trial, not reviewing late discovery like the 911/IRIS reports and not insisting on a professional evaluation of boat damage or reason for the excessive LFO.

Even worse was the state's collusion between prosecutor, detectives and even insurance investigator to hide and suppress exculpatory and impeaching evidence: the insurance investigator's notes, recordings, transcripts; the late discovery of the 911/IRIS reports (and incomplete); lack of finger prints taken on the boat; the payment of witnesses to testify against me, repeated Miranda violations and related trickery.

This looks to me and to many others in the community like an abuse of process, prosecutorial misconduct and police (sheriff) misconduct on many counts.

MLH SAG p. 25

For the reasons stated above, Mark Houghton respectfully asks this court to reverse his convictions due to the violation of his right to counsel, prosecutorial misconduct, police misconduct, lack of due process, violation of the confrontation clause and other related issues described before.

Dated this 26th day of October 2012

Respectfully submitted,



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MLH SAG p. 26

APPENDIX A



1 lighting the fire **S/Houghton** closed up the boat, but did not lock it and left the dock area where  
2 the boat was moored traveling to a convenience store (Mom's Deli and Grocery) approximately  
3 7 miles away then returning to the scene and when the fire was observed by person/s  
4 **S/Houghton** could not identify he called 911 then waited for the Fire Department to arrive. The  
5 fire damage to the vessel was moderate due to it being closed up with no oxygen to feed it.

6  
7 In the course of the scene investigation Investigator Pomeroy conducted a physical  
8 examination of the exterior and interior of the boat and provided a detailed written scene report  
9 to that effect. In the report he states "**Exterior examination revealed that there was no fire**  
10 **damage to the exterior of the boat. There was, however, fire debris on the concrete dock,**  
11 **which had been removed from the boat by the FD. A partially burned "V" berth cushion**  
12 **with the top bow section exhibiting consumed foam and upholstery. A section of melted**  
13 **plastic similar to a plastic pour spout from a fuel container was also found stuck to the**  
14 **cushion fabric. An approximately 2 gallon red plastic fuel container was located with**  
15 **moderate fire damage on the top and one side, along with a larger, approximately 3**  
16 **gallon red plastic fuel container sitting beside it on the dock. The FD reported that the**  
17 **containers were located on top of the bed cushions in the "V" berth, with holes poked in**  
18 **the sides. A clear liquid was present in the containers that emitted an odor similar to that**  
19 **of automotive gasoline. The larger container also had fire damage to the top and side.**

20  
21 **A bag and sail contents were located on the dock near the bow of the boat as well. The**  
22 **sail appeared to have been packed into the bag and exhibited fire damage on the bottom**  
23 **of the assembly. The fire damage appeared to be small holes burned in the nylon fabric.**  
24 **A colored candle of approximately 3"X 4" cylindrical shape was inside the folds of the**  
25 **sail, with fire damage around it.**

1  
2 There was also a cardboard box containing approximately 7 other candles under the sail  
3 bag. The cardboard of the box was wet to the touch, and was also emitting a strong odor  
4 similar to that of automotive gasoline. Beside the box, several towels and shirts were  
5 also located, each with a wet appearance and smelling like automotive gasoline.  
6

7 Interior examination revealed that there was moderate smoke and soot damage present  
8 inside the cabin of the boat. The rear of the boat revealed various backpacks, clothing,  
9 and fabric storage bags on the couch, and galley benches. The floor appeared to be a  
10 painted surface constructed of wood. The floor exhibited a sheen and sooty film that  
11 was oily and slick. The film of oily material increased in thickness and soot discoloration  
12 closer to the bow of the cabin. The cabinets and side surfaces of the walls also had a  
13 light smoke colored residue. The front compartment of the boat was a "V" berth cabin  
14 with an open doorway. The floor of the cabin revealed an opening in the bulkhead wall at  
15 the base of the bed. Through the opening, a pool of yellowish green liquid approximately  
16 6" inches deep, 18" wide, and 20" was visible in the bow storage compartment. The  
17 opening cover consisted of a wooden door with an upward hinged attachment. The  
18 inside surfaces of the wooden door and trim revealed heavy soot and light char. The  
19 painted sides of the hull also revealed heavy soot and heat damage throughout the  
20 storage compartment. The top of the "V" berth storage formed the bed surface that the  
21 cushions had rested on. There was a removable wooden panel in the top, which also  
22 revealed fire damage on the "down" side, in the storage area and along the left side of  
23 the panel. The overhead surface of the composite constructed compartment disclosed  
24 heavy fire damage and bubbling of the painted ceiling and walls.  
25

1 Throughout the cabin of the boat there was a visible demarcation of stratified heat layers  
2 in the boat, as indicated by heavier layers of smoke staining and soot at the upper areas  
3 inside the compartment. The only fire damage was located in the forward compartment,  
4 comprising a sleeping "V" berth bed over the top of a storage area. Various protected  
5 areas and uniquely shaped burn patterns on the wall of the compartment indicated that  
6 burning materials had been in the compartment and were removed prior to examination  
7 of the interior." Investigator Pomeroy also conducted interviews at the scene and provided a  
8 written account in his report of the interviews. The interviews state "FIU called out by the  
9 Vashon Island Fire Department to investigate a boat fire located at the King County  
10 Dockton Park Marina at 9500 SW Dock St, Vashon Island, 98070. The fire department  
11 incident commander was Chris Huffman. He reported that the FD was dispatched to a  
12 boat fire and found light colored smoke coming from a sailboat tied to the dock at  
13 approximately 1639 hours.

14  
15 The FD report continued that when they entered the boat, they found minor fire damage,  
16 but two red plastic fuel type containers with holes poked in the sides. The fuel  
17 containers had been located inside the boat, on either side of the front bow area V-berth  
18 and a liquid was leaking out of them onto cushions and down into the storage area  
19 under the berth. The FD reported that the inside of the boat and the front area in  
20 particular smelled strongly like "gasoline". The FD removed the cushions, two fuel  
21 containers, a nylon sail in a sail bag, and additional cloth towels and shirts. When they  
22 were removed from the boat, the FD placed the materials on the concrete dock to reduce  
23 the vapor build up inside the boat. The area was secured by the FD prior to my arrival.  
24 Four of the firefighter personnel completed written observation statements for this case.

1 Upon review of the scene, I contacted the R/P who was also determined to be the victim  
2 of the fire, Mark Lyman HOUGHTON WMA 10/15/2009. HOUGHTON reported that he lives  
3 aboard a 31 foot Catalina Sailboat at the Dockton Park Marina, a facility of King County,  
4 and has free moorage and electricity for his volunteer services as an "employee." He has  
5 served in that capacity for approximately one and half years. He only has the boat as his  
6 residence and a post office box for mail. He further related the following account for the  
7 day of the fire; he had been on his boat that morning, and locked it up prior to leaving at  
8 approximately 11AM to go to a family holiday function in Burien. He stopped at "MOM's",  
9 a local gas station mini mart and bought cigarettes, continuing to go to the ferry on the  
10 north end of the island. He stopped and went back to his boat's marina when he realized  
11 that he forgot his backpack and a cell phone charger there. He stopped in the marina  
12 office and used the internet and checked his e-mail for an approximately 1 to 2 hour  
13 period, and then started walking to his boat. Between the office and his boat a woman  
14 called out to him asking, "Is that your boat?" He did not recognize the woman, and did  
15 not get her information. She alerted him to smoke that was coming out of the sail boat,  
16 approximately 50' from the county marina pier and bathrooms. He did not go into the  
17 boat, and returned to the office and called 911.

18  
19 When asked if he saw any persons inside or near his boat he said no. When asked if  
20 there was anyone who would want to damage his property, he also said that he did not  
21 know of anyone specific. He added though, that there were several people who were  
22 mad at him, and could have done it. He admitted that there were no recent threats about  
23 fires or damaging his boat. HOUGHTON recited a list of incidents where he had kicked  
24 people out of the park, or people had been rude to him because he is a King County

1 Dock Watcher, and that he thought someone might have tried to burn his boat. There  
2 were no persons seen or heard in the area prior to the fire.

3  
4 There was one other boat docked approximately 100 yards from the victim's boat. The  
5 occupant is a live-aboard older white male that was identified as Mike Pallat. Pallat  
6 advised me that there was some light boat traffic during the day, but that he had not  
7 noticed anyone else loiter near the victim's boat. Pallat did admit that HOUGHTON has a  
8 way of "pissing people off." He clearly stated that he did not see HOUGHTON at or near  
9 the boat before the fire because Pallat said that he had been below deck at the time of  
10 the fire and only became aware of it because the FD came over to contact him after they  
11 had put it out. The last time Pallat had seen HOUGHTON was at approximately 1100 to  
12 1200 hours, when he was walking away from the boat.

13  
14 After completing the scene examination I collected several specimens for lab analysis at  
15 the WSP crime lab. Evidence was collected transported to my vehicle for secure storage  
16 while I re-contacted HOUGHTON. When I showed HOUGHTON the damage to his boat,  
17 and advised that I had several items that would reveal any fingerprints of the person  
18 responsible for setting the fire, his face appeared surprised and he hung his head down.  
19 I asked HOUGHTON clarification questions at which time he specifically related that he  
20 did not have any "gasoline" or liquid fuels in "gas cans" on the boat, that he did not use  
21 candles on the boat, and that he had not bought any fuel containers or gasoline or  
22 candles before the fire. I asked him if the fire was an overt, "criminal act, meant to hurt  
23 people or the firefighters," or if "it was an act of desperation of someone in financial  
24 trouble." He replied that it was more of a "desperate act." I asked him directly if I was  
25 going to find any fingerprint or other evidence that would show that he was lying to me,

1 and if he had something to do with setting the fire. He hesitated, but made repeated  
2 denials, still hanging his head low and not making eye contact with me. I asked if he  
3 would take a polygraph to help our investigation move forward quickly, and to protect  
4 the other boat owners. He said that; yes he would, but he would not commit to a time to  
5 do it.

6  
7 After leaving the scene, I checked with the mini-mart known as "MOM's" that  
8 HOUGHTON had referred to stopping at for cigarettes. On a shelf there I located two  
9 sizes of red plastic fuel containers that appeared similar in size and shape as the  
10 partially fire damaged containers recovered at the scene. I also determined by  
11 contacting the store employees, that there were active surveillance cameras in operation  
12 at the store which had a digital time loop which could be reviewed during the following  
13 week with the store manager.

14  
15 Evidence samples were transported to PMU for secure storage. This case will be  
16 followed up on for the development information regarding the identity of any of  
17 suspect(s) for the charging of arson 1st degree."

18  
19 Investigator Pomeroy then conducted a tape recorded interview of **S/Houghton** who after  
20 advisement of his Constitutional Rights, which he understood and waived, stated "I was, uh,  
21 preparing to off island today, so I go be with my family and, uh, and also been, you  
22 know, in the morning I was like, uh, taking things off the boat, putting things on the boat,  
23 getting ready to go, uh, to Seattle next week, uh, to get the repairs done. Um, and then,  
24 uh, when it was all done somewhere around noon, 1:00 o'clock, I went into to town, uh,  
25 uh, to get, uh, cigarettes on my way to the ferry to go to my brother's house. And then,

1 uh, I remember there I forgot something here, so I turned around I came back I, I forgot  
2 my phone charger and my backpack and, uh, and I, so I came to the office and I got back  
3 online and I was here for a little while. And then I w-, went out on the, started to go out  
4 to the dock to, uh, uh, get my backpack, which was out there I figure. And, um, then  
5 somebody hollered at me from down on the dock and said, uh, asked me if it was boat  
6 and I said, yes. And they said, there was smoke coming out of it, so I ran to see what  
7 was going on. And then I, uh, told 'em to stay away from the boat, um, so they wouldn't  
8 get hurt. And then I, uh, came back to the office and made the call from here, called 9-1-  
9 1 and told them everything." During the interview Investigator Pomeroy asked "Um, and so  
10 there hasn't been any fuel spills inside your boat at all, recently?" to which **S/Houghton**  
11 responded "**No, it doesn't leak, it doesn't leak fuel or water.**" **S/Houghton** went on to state  
12 he left the boat sometime around 1:00 pm and stopped at Mom's (Deli and Grocery) located at  
13 192<sup>nd</sup> and Vashon Highway SW to purchase a pack of cigarettes and then headed for the ferry  
14 then turned around and headed back to the boat because he had forgotten his back and  
15 recharger. **S/Houghton** stated that instead of going directly to the boat to retrieve the items he  
16 went to the dock office and remained in the office for approximately an hour before he found  
17 out the boat was on fire. **S/Houghton** stated that it was at around 4:00 to 4:30 pm when it was  
18 still relatively light out. Investigator Pomeroy asked **S/Houghton** to describe with the fire on the  
19 boat and Houghton replied "**Like I ran over to the boat that were on the dock, Then by the**  
20 **building, I didn't even wanna go down there, I could see there was smoke coming out.**  
21 Investigator Pomeroy asked "Where was the smoke coming out of?" **S/Houghton** replied "**The**  
22 **cockpit area, Like around the, I have a cover over the cockpit and so the smoke was**  
23 **coming out of that area around the edges.**" **S/Houghton** went on to say that he didn't  
24 attempt to go inside the boat because he knew that if he opened the hatch there would be  
25 trouble. The interview is then ended.

1 In the course of the follow up investigation I conducted an interview with W/Battalion  
2 Chief Brett Kranjceovich (VIFR) who was the first on the scene when the Fire Department  
3 responded. He provided written and verbal statement to the events of the incident stating  
4 **“Owner approached upon arrival and stated smoke had been coming from his boat and**  
5 **it was unoccupied. Owner followed me to the, owner stated his vessel had been broken**  
6 **into previously. Owner had mentioned if I had known about a previous arson fire at**  
7 **Dockton Park. Owner stated he had seen a couple of suspicious kids up on the road**  
8 **earlier. Owner stated no gasoline onboard only approximately 10 to 11 gallons of diesel**  
9 **and 4 gallons of propane on board.”** In addition to his original written statement  
10 W/Kranjceovich provided an additional detailing **“As I arrived on location at the parking lot of**  
11 **the Dockton Park, I stated that the owner approached me at my vehicle. I noticed**  
12 **approximately 3 other people coming out of the park to their vehicle carrying a tote. My**  
13 **impression was that they (the person who identified himself as the owner of the boat and**  
14 **the other three) were all together. It wasn't until the owner came over and identified**  
15 **himself that they were separate. As for the 3 other people my belief is they people who**  
16 **spent the day on their boat. One other item that I had not mentioned in my previous**  
17 **statement was when we were on location finishing the overhaul of the boat it started to**  
18 **get dark outside. I had asked the owner who was also employed in some capacity with**  
19 **the King County Parks Department if he could open up the building on the dock and turn**  
20 **the lights on to make it safer for us to operate. He stated that there was power to the**  
21 **boat and wondered if that would be a problem for us. I stated we could unplug the boat**  
22 **and directed the crew to do so. He turned the lights on for us. The only reason I bring**  
23 **this up is that the lights had been turned off. I drive by the Dockton Park every morning**  
24 **on my way to work and those lights are always on at night. I do not understand why on**  
25 **the day of the fire, the power was turned off. The owner had to unlock the building to**

1 **access the power panel.”** W/Kranjceovich further stated that **S/Houghton’s** demeanor of the  
2 whole incident was very detached, he did not act like a persons whose possessions had just  
3 burned up in a fire and did not seem to care.  
4

5 I received a written statement and conducted an interview with W/Firefighter/Paramedic  
6 Chris Huffman (VIFR). In the course of the interview W/Huffman stated the owner of the boat  
7 (S/Houghton) was not acting write for a person whose belonging had just burned up. He stated  
8 **S/Houghton** stayed very near the scene during the suppression operations and the overhaul  
9 and was overly interested in everything the Fire Department did. W/Huffman asked  
10 **S/Houghton** why there was a heavy smell of gasoline onboard the boat to which S/Houghton  
11 stated there was no gasoline onboard even though he was near Huffman and could smell the  
12 gasoline. He denied having gas cans on the boat. W/Huffman stated that **S/Houghton**  
13 repeatedly asked to make access to the boat throughout the incident and asked if he could stay  
14 on the boat that evening. He was also asking if he could retrieve items from the boat and even  
15 though he was told he could not go on the boat and retrieve items from the boat until after the  
16 fire was out and the fire investigation was completed, **S/Houghton** continued to ask.  
17 W/Huffman stated the owner **“seemed very restless, acting not normal for belongings**  
18 **being on fire.”**  
19

20 I received a written statement from W/Firefighter Randy Tonkin (VIFR) who wrote  
21 **“Owner present on dock, answered my questions about fuel hazards onboard while I was**  
22 **making ready for entry. He said a small propane tank in front, larger propane tank in**  
23 **stern. Someone asked if he had any enemies. He said there are people who he had**  
24 **chased out of the park at night, possibly kids, teenagers, who probably don’t like him.**  
25 **Cabin was filled with smoke upon entry, minimal heat, no fire or ember. Most fire**

1 damage in forward "V" berth area, not enough heat in the main salon to melt a stick of  
2 butter present on counter top. Significant gasoline fumes present, gas liquid on floor of  
3 cabin and in bilge water." W/Tonkin also stated S/Houghton seemed very detached from the  
4 incident in his demeanor and actions, not acting the way a person would typically act when their  
5 property was burning.  
6

7 I received a written statement from W/Firefighter Josh Munger (VIFR) who related in the  
8 statement that he spoke with the boat owner (Houghton) who stated he lived aboard and had a  
9 deal with King County to watch the dock in exchange for free moorage, owner stated he had  
10 enemies (probably) as he would chase youths from the dock, scene at times. Munger stated he  
11 found 2 gas cans with puncture marks that had been pulled from the "V" berth of the boat, 2  
12 sail's were sitting on the "V" berth (sleeping area) taking up any usable space.  
13

14 During the follow up investigation I conducted a tape recorded interview of W/Guy  
15 Frederick, WMA (03/03/51) who stated that he lives on a boat (the Vixen) moored off the dock  
16 at Dockton Park. He stated that on the day of the fire he was not present when the fire  
17 occurred, but was on his boat in the morning before the fire and that he saw no one on the dock  
18 or near the boat that morning. He stated he saw people up in the park on the grassy area, but  
19 no one on the dock. Frederick stated he saw S/Houghton in the days before the fire, the 22<sup>nd</sup>,  
20 23<sup>rd</sup> and 24<sup>th</sup> and that S/Houghton was unloading items from the boat placing them in a wheels  
21 barrow and taking them to his car (blue Toyota wagon) the items being canvas bags, boxes,  
22 fishing poles and tackle. He stated the next time he saw S/Houghton was on the day after the  
23 fire when he went to take a shower and as he walked by the dock office he saw S/Houghton in  
24 the office packing belongings up. He stated he stopped and spoke with S/Houghton and told  
25 him he was sorry about Houghton's boat and was surprised with Houghton's response "he

1 seemed really mature and calm about the whole thing, you know, like, uh, it didn't really shake  
2 him up that much it seemed. I was, I was kind of a, a little bit surprised that he was taking it so  
3 calmly. , he didn't say hardly anything, it was kind of a, he's always been a guy of few words,  
4 he didn't volunteer any information or anything about, you know, how it happened, you know,  
5 when it happened or, you know, how broken up he is about or anything. He didn't, he didn't  
6 really say, hardly anything about it, just, hell, that's the way it goes, kind of a thing, you know."  
7

8 I conducted a tape recorded interview of V/Parker who stated "We bought it, uh, in 1977,  
9 had it until, uh, June of 2008, in our possession control had it down at the Quartermaster Yacht  
10 Club. And, uh, we decided we weren't using it, so we put it up for sale. Uh, Lyman Houghton,  
11 uh, saw the ad somehow came over and we talked and he seemed to be very friendly,  
12 reasonable, uh, seemed to know boating and the lady friend that he had at that time was, uh,  
13 quite knowledgeable in sailing. And we went out for, uh, a test sail on motor. We did more  
14 motoring 'cause the wind wasn't up that day. Uh, and a couple of days later we signed an  
15 agreement, uh, had an attorney, uh, uh, John Knudgson drew up a sales agreement and we  
16 signed on the dotted line on 5/29/2008. He made a down payment of three hundred dollars  
17 (\$300.00), uh, subsequently, we went to the license, uh, bureau or office here on the island and  
18 he said, oops, because of the, uh, uh, tax requirements, sales tax it had to paid, he did not  
19 have that money, so I wrote a check for that, uh, where is it--, a thirteen hundred and seventy  
20 dollars (\$1370.00), and just added that to the, uh, the loan. We took, we carried the loan  
21 ourselves and Mr. Houghton was, had been very slow in paying, in fact, we've had to jab him a  
22 few times to get anything out of him. And he actually did not pay anything or have anything  
23 paid on the boat until March of 2009. Then there were three payments made by others in his  
24 behalf, King County, uh, Vashon Interfaith, and Saint Vincent DePaul. And he has made three  
25 subsequent payments of \$400, \$400, and a \$300. The total amount that has been paid on the

1 house is, on the boat is, uh, twenty four hundred and forty dollars (\$2440), and the, the, should  
2 have been paid is fifty four hundred dollars (\$5400), so it was about a three thousand dollar  
3 (\$3000) shortfall. Uh, he has, we have communicated both by phones, sparingly, uh, quite a bit  
4 by e-mail. I will e-mail him and he will respond, and he's had some family problems, or so he  
5 tells me and I, I believe him. Uh, and has not work at a steady job of, for quite some time that I  
6 know of. And last fall he was working on a roof job and apparently, fell off and that was his  
7 excuse for not paying for another month or so. So right now we're standing, uh, waiting to see  
8 what, uh, you folks at the county can come up with and what the insurance company will come  
9 up with and then again find out what Mr. Houghton has to say at this time. The last  
10 communication I had with him, uh, was by e-mail and he, and that is how he felt that he wasn't  
11 obliged to pay at this time during this insurance, uh, finagling. And that's what we are right now  
12 is, uh, we're looking at three thousand dollar (\$3000) short, and looking at, uh, the rest, twelve  
13 thousand that he owe us on the boat." He went on to say that S/Houghton did not even contact  
14 him about the fire and didn't know about it until Investigator Pomeroy contacted him on the 28<sup>th</sup>,  
15 three (3) days **after** the fire. Parker also stated that when he sold the boat to Houghton  
16 everything was in proper working order including the locks on the hatches, the diesel motor, the  
17 electronics and the electrical and that there should not have been gasoline cans on the boat  
18 due to the fact nothing on the boat used regular automotive gasoline.

19  
20 I contacted S/Houghton on 01/11/10 and 01/21/10 and spoke with him about the fire and  
21 taking a polygraph in order to eliminate him from any and all possible involvement. On both  
22 occasions he declined stating that no matter if he passed the polygraph, the test could be  
23 manipulated to show he was guilty.

1 I contacted S/Houghton on 01/28/10 at approximately 1100 hours along with Supervisor  
2 Muller (KCSO/FIU). S/Houghton was placed into custody and transported to the KCSO sub-  
3 station on Vashon Island where an interview was conducted. S/Houghton was advised of his  
4 Constitutional Rights, which he understood and asked to speak with his Attorney, which he was  
5 allowed to do so. After consulting with his Attorney and with his Attorney's approval, Houghton  
6 agreed to discuss the incident and proceeded to deny any or all knowledge and involvement in  
7 the arson. Even after presented with the evidence S/Houghton continued to deny his  
8 involvement and in the end agreed to take a polygraph.

9  
10 On 02/02/10 at 1300 hours S/Houghton presented himself at the Regional justice Center  
11 in Kent to take the polygraph exam administered by Polygraph Examiner Jason Brunson.  
12 S/Houghton was advised of his Constitutional Rights which he understood and waived and  
13 again agreed to take the polygraph exam voluntarily. Three charts were ran during the test with  
14 the results being that "deception was indicated" to the relevant questions asked pertaining to  
15 the arson and his knowledge and or involvement. S/Houghton was presented the facts and  
16 results of the exam by Examiner Brunson and your Affiant, but continued to deny his  
17 involvement.

18  
19 I reviewed the evidence taken by investigator Pomeroy for processing and found on  
20 evidence item BP #5 (melted red gas can) the letters LYM and a partial A in clear block lettering  
21 in permanent marker. S/Houghton uses his middle name **LYMAN** on a regular basis and is  
22 commonly called Lyman by people. During Investigator Pomeroy's interview with S/Houghton,  
23 Houghton clearly stated that he did **not** own any gas cans, which is contradictory to what was  
24 found on BP #5, Houghton's middle name.

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16

The involved property was a 30 foot Catalina sailing yacht, built of fiberglass and wood with a large amount of combustible and ignitable liquids on board, that was tied up to a wood dock belonging to the King County Parks System. There in existed a real danger if the boat would have become fully involved in fire, the fire would have spread to the dock and other boats tied to the dock along with the dock office creating an imminent fire hazard to persons and property in the immediate area along with the Fire Department who responded to the scene with their emergency equipment activated and had to fight the fire in a confined space with limited water resources. That the simple act of responding to and fighting this needless fire placed the responding Fire Department personnel and civilians in harm's way.

Under penalty of perjury under the laws of the State of Washington, I certify that the foregoing is true and correct. Signed and dated by me this 27th day of January, 2010, at Kent, Washington.

  
Investigator Tom Devine / 09949

APPENDIX B

7

KING COUNTY DISTRICT COURT  
STATE OF WASHINGTON

STATE OF WASHINGTON )

vs )

Mark L. Houghton )

)  
Plaintiff )  
)  
)  
Defendant )

Case No: 210005329

CONDITIONS OF RELEASE

Pending Filing of Charges

PROBABLE CAUSE FOUND  YES ( ) NO

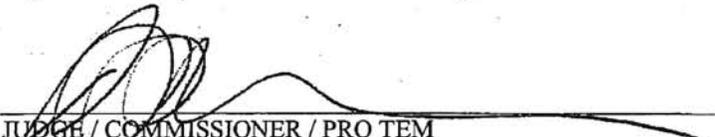
IT IS ORDERED that the accused arrested on the 12 day of February, 2010  
for investigation of Arson shall pursuant to CrRLJ3.2 be:

- Unconditionally released from the King County Jail - forthwith.
- Released from the King County Jail, on the following conditions:
  - The execution of surety bond or posting cash in the amount of \$ 20,000
  - Personal Recognizance
  - No contact with the victim or witnesses: Mama
  - Possess no weapons / alcohol / non-prescription drugs
  - Phone Block on telephone number: \_\_\_\_\_
  - Additional conditions: no secondary devices or materials.

- The defendant shall appear for a hearing on: 2/17/2010
  - King County Correction Facility - 500 5<sup>th</sup> Avenue, Courtroom #1, Seattle, Washington at 2:30 pm or \_\_\_\_\_
  - Regional Justice Center - 401 4<sup>th</sup> Avenue North, Courtroom GB, Kent, Washington at 3:00 pm.

If you are in custody at the time of this hearing you will **not** be transported to court. Instead, if charges have not been filed you will be released from jail on this case number. If charges have been filed you will be transported to Superior Court for arraignment within 14 days. You may contact the jail staff in your unit to find out if charges have been filed.

Dated: 2/13/2010

  
\_\_\_\_\_  
JUDGE / COMMISSIONER / PRO TEM

I have read the above conditions of release. I agree to follow said conditions and understand that any violation may lead to the forfeiture of any bond posted. I UNDERSTAND THAT EVEN THOUGH CHARGES HAVE NOT BEEN FILED ON THIS INVESTIGATION THE STATE MAY FILE CHARGES AT A LATER DATE.

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signed: Mark L. Houghton Copy received: Accused

If there is any change in your address, phone number or employment, you are to inform the Court immediately by phone: (206) 205-9200 or notify the King County Prosecutor by phone: RJC (206) 205-7485, Seattle (206) 296-9000.

APPENDIX C



RECEIVED  
10 FEB 16 AM 11:07

KING COUNTY  
DISTRICT COURT  
SEATTLE DIVISION

LACEY OMALLEY AGENCY  
601 Third Avenue, Seattle, WA 98104  
(206) 622-2666

SURETY BOND NO.  
ASSDK-22223  
With Exhibit "A" Attached

The State of Washington  
County of King

No. 210005329  
Recognizance

Known All Men By These Presents:

That we, Mark L. Houghton as Principal and Allegheny Casualty Insurance Company, a Pennsylvania Corporation, as Surety, are held and firmly bound unto the Seattle District Court in the penal sum of twenty thousand Dollars (\$20,000<sup>00</sup>), for the payment of which well and truly to be made we bind ourselves, and our heirs and each of our heirs, executors and administrators firmly by these presents.

Signed this 15<sup>th</sup> day of February, 2010.  
Now, the conditions of the above obligation are such, that if the above bounder Mark L. Houghton shall be and appear before the Seattle District Court, for the County of King State of Washington, on the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ m., to answer to the charge of Invest Arson and from day to day thereafter as ordered, and not depart therefrom without permission of said Court, then this obligation is void; otherwise to remain in full force and effect.

LACEY OMALLEY AGENCY  
Allegheny Casualty Insurance Company

Gayle Brandon, President

Mark L. Houghton  
Defendant  
20255 77th Place SW  
Address  
Unghen WA 98070

NOTE: THIS BOND IS VOID IF WRITTEN FOR AN AMOUNT GREATER THAN THE POWER OF ATTORNEY ATTACHED HERETO, IF MORE THAN ONE SUCH POWER IS ATTACHED OR IF WRITTEN AFTER THE EXPIRATION DATE SPECIFIED ON THE ATTACHED POWER OF ATTORNEY, MARKED EXHIBIT "A".

NOTE: THIS IS AN APPEARANCE BOND AND CANNOT BE CONSTRUED AS A GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS, BACK ALIMONY PAYMENTS, FINES OR WAGE LAW CLAIMS, NOR CAN IT BE USED AS A BOND ON APPEAL.

APPENDIX D

LACEY OMALLEY AGENCY  
601 Third Avenue, Seattle, WA 98104  
(206) 622-2666

Allegheny Casualty Insurance Company  
A Pennsylvania Corporation

EXHIBIT "A"

VERIFY FIRST - THIS DOCUMENT IS PRINTED IN RED & BLACK INKS.

Only the original Power of Attorney will bind this Surety.

POWER OF ATTORNEY  
ALLEGHENY CASUALTY COMPANY

POWER NUMBER AS50K-22223

P.O. BOX 9810, CALABASAS, CA 91372-9810 (800) 935-2245

THIS POWER VOID IF NOT USED BY: December 31, 2010 POWER AMOUNT \$ 50,000

KNOW ALL MEN BY THESE PRESENTS, that ALLEGHENY CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Pennsylvania, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact, with full power and authority to sign the company's name and affix its corporate seal to, and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their own proper person; and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF FIFTY THOUSAND\*\*\*\*\*

AND MAY BE EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS ONLY.

Authority of such Attorney-in-Fact is limited to the execution of appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitation, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must not be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

Bond Amt \$ 20,000.00 Date Executed 2-15-10  
Defendant Mark L. Houghton DOB: \_\_\_\_\_  
Case # 2100005329 Appearance Date \_\_\_\_\_  
Offense Invest Autism

Court County King  
Court City Seattle Court State WA Div./Dept. District

If rewrite, give orig. power #  Increase  Decrease

Executing Agent [Signature] Signature (if applicable, add your COURT assigned Agent #

NOTICE: Stacking of Powers is strictly prohibited. No more than one power from this Surety may be used to post any one bail amount.

IN WITNESS WHEREOF, said ALLEGHENY CASUALTY COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be sealed with its corporate seal, signed by its President and attested by its Secretary, this 28th day of December, 2007

[Signature]  
Thomas Ritchey, President

[Signature]  
John Christopher Goff, Secretary



NOT VALID FOR IMMIGRATION



Form# ACC.0100 (Rev. 1/09)

ORIGINAL

Prosecutor

Judge