

FILED  
COURT OF APPEALS  
DIVISION II

2019 JUN 10 PM 1:42

STATE OF WASHINGTON

BY [Signature]  
DEPUTY

In the COURT OF APPEALS for the  
STATE OF WASHINGTON, Div. II

STATE OF WASHINGTON,  
Plaintiff,  
  
-Vs-  
  
GREGORY CHAPMAN,  
Defendant.

Thurston County  
Superior Court No. 01-1-1433-2

C.O.A. Number: 051650-1-11

ADDITIONAL GROUNDS  
FOR REVIEW (Per RAP 10.10)

ADDITIONAL GROUND ONE

I. THE COURT IMPOSED JUDGMENT AND SENTENCE IS 'INVALID ON IT'S  
FACE', BECAUSE THE TERMS SET RELATED TO COMMUNITY CUSTODY  
CONTAIN A DUALITY AND ARE AMBIGUOUS.

a. The terms set and imposed by the court related to Community Custody  
contain a duality and are 'ambiguous', in that the wording used  
(in 2 seperate and distinct entries), conflict and combined their  
signification seems doubtful and uncertain in overall intent to  
persons of competent skill and knowledge to understand them. The  
language employed by the court is clear and intelligible and suggests  
but a single meaning, but, the extrinsic fact is that - exrtaneous  
evidence of the two conflicting entries creates a necessity for  
interpretation of a choice amoung two or more meanings. LOUGE v.  
VON ALMEN, 379 Ill. 208, 40 N.E.2d 73, 82; "A 'patent' ambiguity  
is th4t which appears on the face of the instrument, and arrises

from the defective, obscure, or insensible language used".

- b. The doctrine of "Ambiguitas Contra Stipulatorem Est", is supportive of corrective review by this court in it's difinative 'Doubtful words will be construed most strongly against the party using them', presidence and calls for the language to be corrected by the court so as to impose only one exacting condition for the term imposed for Community Custody, (C.C.), that the defendant is subject to. The language that exists does not exclude a term that exceeds the legislative intent of 'not to exceed the Maximum Statutory Range' and the court obligation to enter a sentence that is within that defined range.

The sentence as it now exists imposes two different and distinct paths to satisfy the C.C. term imposed in the Judgment and Sentence. Originally the court entered a term that exceeded the Maximum Statutory Range allowed for this conviction; then entered an afternote that shifted computation of the term of C.C. length to a 3rd party, WA ST Dept of Corrections, (DOC), To be only within and following the standard statutory range and to interpret it to a determinate sentence that is not set by the court.

#### ADDITIONAL GROUND TWO

II. APPOINTMENT OF A 3rd PARTY WITH QUSAI-JUDICIAL AUTHORITY THAT RECEIVES MONITORY COMPENSATION FOR THE COMMUNITY CUSTODY PERIOD THE DEFENDANT REMAINS UNDER IT'S SUPERVISION, DEPRIVES THE DEFENDANT OF MEANINGFUL AND UNBIAS REVIEW OF TRIAL AND RELATED CASE FACTS, (KNOWN ONLY TO THE TRIAL JUDGE AND THE COURT), REQUIRED FOR SETTING A JUST TERM OF COMMUNITY CUSTODY WITHIN THE STATUTORY RANGE, INSTEAD OF AN ARBITRARY MAXIMUM TERM ALLOWED FOR PERSONAL INTERESTS.

- A. DOC is a 3rd party which receives monitory compensation for the

term set that the defendant remains under supervision on Community Custody.

- b. DOC is not an impartial entity able to interpret reasonable, and not that maximum term allowed that the defendant must remain under its supervision on C.C., without regard of the underlying facts that the court and judge may consider in an unbiased lawful capacity with full knowledge of the crime and evidence which DOC does not have knowledge of.
- c. The DOC is granted only the authority to apply the specific and determinate sentence and terms imposed by the court in its Judgment and Sentence. Not the authority as an interested 3rd party to be designated as the sole authority to act in the court's stead to impose a term that in fact it itself receives a monetary payment from the defendant for.
- d. DOC does not have the inherent authority to interpret the sentences imposed by the court in its Judgment and Sentence.
- e. DOC does not have the inherent authority to change or amend a sentence imposed by the court in its Judgment and Sentence.

#### CONCLUSION

The terms of the Judgment as it is now entered is ambiguous and open to more than one interpretation and application. It does not allow for any mitigating facts disclosed during the trial proceedings to enter into the "setting of the term of Community Custody by the Dept of Corrections. The DOC exists only to supervise the offender for the length of time imposed by the court as 'Community Custody Supervision', which DOC receives monetary compensation for, (as Supervision Fees which accrue interests until paid in full and the offender is released from supervision). The defendant remains

on an extended Community Custody Supervision for the length of time it takes the offender to pay the amounts incurred while on 'Court Ordered' Community Custody supervision with the accrued interests that also are applied by DOC over and beyond the sentence imposed by the court.

The Dept of Corrections cannot be considered to be an unbiased entity when as an interested 3rd party to the case in carrying out the sentence of the court, it receives payment for its own operations from the defendant as the sentence is in setting its own terms for payment.

The court should accept review of this issue and enter an order for a singular and definitive term of Community Custody Supervision separate from DOC interpretations and applications, which is within the Standard Range for Sentencing that is allowable by legislative intent and the Statutes of Washington State.

#### RELIEF SOUGHT

The appellant/defendant, asks the court for a meaningful review of the judgment as it now exists, and to grant the relief in correction of having a sentence that has two conflicting entries that impose a sentence that is open to interpretation differently by opposing parties to the judgment.

It is asked that the terms set by the court imposing the defendant's Community Custody length be entered by the court so that no third party is enabled to set the duration to its own possible benefit rather than the merits of the individual case based on intent and motive at the time of the crime as established during the trial and supported by the facts and evidence that was set before the court, within the allowable Standard Sentencing Range.

SIGNED AND DATED this 2 day of June, 2019, at Connell, WA 99326.

Respectfully presented by: 

Gregory Chapman,  
(Defendant)