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THE COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION II

STATE OF WASHINGTON,

Respondent,

vs.

RANDALL CHARLES KING,

Appellant.

Appeal from the Superior Court of Washington for Lewis County

Respondent's Brief

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I. ISSUES

- A. Did the State present sufficient evidence to sustain the trial court's finding King committed the three counts of Forgery?
- B. Did King receive effective assistance from his trial counsel?

II. STATEMENT OF THE CASE

Randall King opened an account with Twinstar Credit Union on August 15, 1995. Ex. 1, page 8. Twinstar collected as part of its documentation process a signature card for King. *Id.* Twinstar also keeps on file a copy of state issued identification for members. *Id.* at 2; RP 11.

In January, King made a series of deposits and immediate withdrawals on his Twinstar account through ATM machines that drew the attention of Twinstar's fraud investigation unit. RP 9, 15-21, 24; Ex. 1; CP 42-43. Corey Morgan, the fraud services supervisor for Twinstar, began investigating transactions King made over the course of a weekend when the credit union attempted to verify the deposits after seeing the return from that weekend. RP 9, 24. Mr. Morgan created documentation of his investigation which included King's account information, two altered Western Union Money orders, one altered Chase Bank check, photographs from the ATM where the deposits were made, a transaction summary of King's

account, and spreadsheet made by Mr. Morgan to aid in synthesizing all the information. RP 10-13; Ex. 1.

Page three of Exhibit 1 “is an electronic image of a Western Union money order for the amount of \$105.” RP 15; *See also*, Ex. 1. The “Pay to the Order” line appears to be whited out prior to being deposited in the ATM. *Id.* On page nine of Exhibit 1, the \$105 money order is reflected, third item from the bottom, “deposited on January 20th at the ATM at 1320 South Gold Street.” *Id.*; CP 43. Mr. Morgan was able to tell who actually deposited the money order by pulling the transaction code and correlating it to the pictures from the ATM. RP 16. The photographs of the transaction are contained on pages six and seven of Exhibit 1. RP 16; Ex. 1. Mr. Morgan compared the pictures with the photograph Twinstar had on file for King and identified King as the person making the deposit. RP 16-17.

Page four of Exhibit 1 “is another electronic image of a money order in the amount of \$430. On that item there’s several items that have been scribbled out and then in the ‘Pay to the Order of,’ just ‘cash’ was listed on that item.” RP 17; *See also* Ex. 1, page 4. The \$430 money order corresponds to a transaction on King’s account on January 19th, which corresponds to the photograph on page six. RP 17-18; Ex. 1; CP 42-43.

Page five of Exhibit 1 is a Chase Bank check in the amount of \$596.56. RP 18; Ex. 1. The Chase Bank check was flagged because “The ‘Pay to the Order” line was altered. RP 18. Mr. Morgan noted David Ben was written in above the address in Longview after the check had been whited out and altered. *Id*; Ex. 1, page 5. The Chase Bank check corresponds to a transaction on King’s account on January 22nd, the corresponding photograph is found on page seven. RP 18-19; Ex. 1.

Each time King deposited money into his account with the money orders and the check, he withdrew cash immediately. RP 20-21. King deposited the \$596.56 check and removed \$500. RP 20-21. King deposited the \$430 money order and withdrew \$400. RP 21. King deposited the \$105 money order and withdrew \$100. RP 21. King did not have enough money to cover the fraudulent items. RP 20. Twinstar lost \$1,188 as a result of the transactions King conducted connected to the fraudulent items. RP 23.

The State charged King with three counts of Forgery and one count of Theft in the Second Degree. CP 29-31. King executed a waiver of jury trial and elected to have his case tried to the bench. CP 33; RP. The State presented its evidence consistent with the facts outlined above. King testified on his own behalf and called

Roxanne Chipman to testify. RP 30-51. Ms. Chipman explained she was good friends with King and asked him to assist her by cashing the money orders. RP 30-31. According to Ms. Chipman, she received the money orders from Taylor Brown to help bail their mutual boyfriend out of jail. RP 32-33, 35, 38. Ms. Chipman explained she could not cash the money orders because she did not have a bank account. RP 33. King gave Ms. Chipman all the money from the \$105 money order except five dollars, which Ms. Chipman let him keep for helping her out. RP 34. Ms. Chipman stated neither she, nor King, altered the money orders. RP 34.

King explained he received the Western Union money orders, contained on pages three and four of Exhibit 1, from Ms. Chipman to cash and give Ms. Chipman the money. RP 41-43. King cashed the money orders using an ATM machine, withdrew the funds, and gave the money to Ms. Chipman. RP 43. King affixed his signature to the money orders because they were endorsed to him. RP 43-44; Ex. 1. King deposited the Chase Bank check for a friend he knows as China, who did not have a bank account and needed the check cashed. RP 44-45. King endorsed the Chase Bank check, deposited it into his account, and withdrew the money to give to China. RP 45. King insisted he believed all the documents were valid, he affixed his

own signature, and he never altered the documents in any fashion. RP 46-47.

The trial court found King guilty as charged. CP 44. The trial court entered Findings of Fact and Conclusions of Law as required. RP 42-44. The trial made specific findings regarding King's and Ms. Chipman's lack of credibility. CP 43-44. The trial court granted King's request for a prison based DOSA sentence. CP 48-56. King timely appeals his conviction. CP 59.

The State will supplement the facts as necessary throughout its argument below.

III. ARGUMENT

A. THE STATE PRESENTED SUFFICIENT EVIDENCE TO SUSTAIN THE TRIAL COURT'S FINDING THAT KING COMMITTED THE CRIME OF FORGERY, AS CHARGED IN COUNTS I, II, AND III.

Contrary to King's assertion, the State presented sufficient evidence King committed Forgery as charged. King's primary assertion is the State failed to present sufficient evidence to prove he committed forgery because King simply affixed his signature to written instruments that were actually what the instruments purported to be. Brief of Appellant 13-15. King makes other arguments regarding whether King had to be involved in the alteration of the instruments and his knowledge about who altered the instruments.

Id. at 15-16. This Court should find the State presented sufficient evidence to sustain the trial court's finding of guilty for Counts I-III, Forgery, and affirm the convictions.

1. Standard Of Review.

Sufficiency of evidence following a bench trial is reviewed for "whether substantial evidence supports the challenged findings of fact and whether the findings support the trial court's conclusions of law." *State v. Smith*, 185 Wn. App. 945, 956, 344 P.3d 1244 (2015) (citation omitted). Unchallenged findings are verities on appeal. *State v. Lohr*, 164 Wn. App. 414, 418, 263 P.3d 1287 (2011).

2. The Trial Court's Conclusion That King Committed Forgery, As Charged In Counts I, II, And III, Is Supported By Substantial Evidence.

The State is required under the Due Process Clause to prove all the necessary elements of the crime charged beyond a reasonable doubt. U.S. Const. amend. XIV, § 1; *In re Winship*, 397 U.S. 358, 362-65, 90 S. Ct 1068, 25 L. Ed. 2d 368 (1970); *State v. Colquitt*, 133 Wn. App. 789, 796, 137 P.3d 893 (2006). An appellant challenging the sufficiency of evidence presented at a trial "admits the truth of the State's evidence" and all reasonable inferences therefrom are drawn in favor of the State. *State v. Goodman*, 150 Wn.2d 774, 781, 83 P.2d 410 (2004). When examining the

sufficiency of the evidence, circumstantial evidence is just as reliable as direct evidence. *State v. Delmarter*, 94 Wn.2d 634, 638, 618 P.2d 99 (1980).

“Substantial evidence is evidence sufficient to persuade a fair-minded, rational person that the findings are true.” *Smith*, 185 Wn. App. at 956 (citation omitted). The reviewing court defers to the trier of fact on issues regarding witness credibility, conflicting testimony, and persuasiveness of the evidence presented. *State v. Thomas*, 150 Wn.2d 821, 874-75, 83 P.3d 970 (2004).

King assigned error to Finding of Fact 1.6 and 1.7. Brief of Appellant at 1. Finding of Fact 1.6 states, “The court finds that the defendant knew he was depositing into the credit union forged documents. All three paper instruments were obviously altered to the point where a reasonable person would suspect their authenticity, and know they are forged.” CP 43. Finding of Fact 1.7 states, “The court further finds the defendant intended to defraud the credit union by cashing these three forged instruments through an ATM machine rather than going inside the credit union and asking a bank teller to verify the authenticity of the documents.” CP 43. There was substantial evidence to persuade a rational and fair minded person

Finding of Fact 1.6 and 1.7 are true, as the State will establish below in its argument.

The State charged King with three counts of Forgery in the amended information filed on July 30, 2018. RP 29-31. Each count referenced a specific written instrument: Count I, \$430 money order; Count II, \$105 money order; and Count III, \$596 check. *Id.* The State was required to prove, on or about January 19, 2018, King “with intent to injure or defraud, did (a) falsely make, complete or alter a written instrument, and/or (b) possess, utter, offer, dispose of, or put off as true a written instrument which” King knew to be forged, said written instrument being a money order in the amount of \$430. RCW 9A.60.020(1); CP 29. The State was required to prove for Count II, the same elements occurred on January 20, 2018 in regards to a \$105 money order. RCW 9A.60.020(1); RP 29-30. For Count III, the State was required to prove the elements listed above occurred on January 22, 2018, and the written instrument was a check in the amount of \$596. RCW 9A.60.020(1); CP 30.

The statutory elements of forgery are:

(1) A person is guilty of forgery if, with intent to injure or defraud:

(a) He or she falsely makes, completes, or alters a written instrument or;

(b) He or she possesses, utters, offers, disposes of, or puts off as true a written instrument which he or she knows to be forged.

RCW 9A.60.020. The courts in Washington consistently have used the same definition for forgery adopted 90 years ago by the Washington State Supreme Court. *Dexter Horton Nat'l Bank v. United States Fid. & Guar. Co.*, 149 Wash. 343, 346-47, 270 P. 799 (1928).

The New Standard Dictionary (edition of 1920) contains the following definition of the word "forgery:"

"The act of falsely making or materially altering, with intent to defraud, any writing which, if genuine, might be of legal efficacy or the foundation of a legal liability."

This definition excludes a genuine writing, that is a writing which is just exactly what it purport to be. It may be a false writing in that it either directly or by inference states a lie, but it is at least what on its face it seems.

Dextor Horton, 149 Wash. at 346.

King asserts the instruments he passed are what they purported to be and he affixed his own signature, therefore, he cannot be guilty of forgery. Brief of Appellant 9-16. King argues even if he knew the instruments were altered, this alone does not constitute a forgery, as King would have to also know "whoever altered the instrument was pretending to be someone other than the maker of the writing." *Id.* at 15-16. King's claims fail, the State

submitted sufficient evidence to the trier of fact for the court to find King guilty on all three counts of forgery.

King spends ample energy arguing the line of cases which determine it is not forgery when an instrument is what it purports to be and merely contains false information. Brief of Appellant 9-14, discussing *State v. Mark*, 94 Wn.2d 520, 618 P.2d 73 (1980); *State v. Esquivel*, 71 Wn. App. 868, 863 P.2d 113 (1993); *State v. Marshall*, 25 Wn. App. 240, 606 P.2d 278 (1980). The State acknowledges if it proceeded solely under a theory King created fake money orders and Chase Bank check, altered the money orders and check, or signed fictitious names to the money orders and check, it would be required to prove the instruments were not what they purported to be, or that King did not sign his actual name to the documents. *See, Marshall*, 25 Wn. App. at 242 (a doctor affixing his true signature on genuine forms containing false information is not forgery). There is more than one way to be found to have committed forgery, the State is not limited to proving King falsely made or altered a written instrument for King to be found guilty of forgery. *See*, 9A.60.020(1).

This is not simply a matter of money orders or checks that King filled out incorrectly or missing a piece of information, this is a case of written instruments that were obviously altered. The theory

of the case as argued by the State was King possessed, uttered, offered, disposed of, or put “off as true a written instrument which he” knew to be forged. RCW 9A.60.02(1)(b). The State elected to proceed and argue under RCW 9A.60.020(1)(b), not RCW 9A.60.020(1)(a). In its closing argument the State argued, “Well, Mr. King gets three documents that any reasonable person in the community would look at and say, ‘Hey, these have been altered. I’m not going to do it.’ Yet he does it anyway.” RP 53-54. The State was not required to show King falsely made or altered a written instrument for King to be found guilty of forgery. *See*, 9A.60.020(1).

The issue is, was there sufficient evidence King knew the instruments were forged, as he obviously uttered, possessed, offered, and/or disposed of the instruments, and if so, did King have the intent to injure or defraud? It is not necessary for the State to establish the identity of the person who falsified the documents, only that King knew the items were forged. *State v. Johnson*, 56 Wn.2d 700, 707-08, 355 P.2d 13 (1960). Here, King presented three obviously altered instruments for deposit through an ATM and drew out cash immediately for each transaction.

The \$430 Western Union money order was possessed and uttered on January 19, 2018 by King. RP 17-18, Ex. 1. The \$430

money order was deposited by King into his account at 5:31 p.m. on Friday, January 19, 2018,¹ using the ATM at Twinstar Credit Union located at 1320 Gold Street. RP 16-18; Ex. 1, pages 4, 6, 10, 12. The writing on the “PAY TO THE ORDER OF” line of the \$430 money order is scribbled out and initialed with “MC” initialed and “cash” written in the line. Ex. 1, page 4.

The \$105 Western Union money order was possessed and uttered on January 20, 2018 by King. RP 15; Ex. 1, pages 3, 9, 12. The money order was deposited by King into his account on Saturday, January 20, 2018, at 8:19 p.m. using the ATM machine on Gold Street. RP 41-42; Ex. 1, page 9, 12. The writing on the “PAY TO THE ORDER OF” line was whited out prior to the money order being deposited into the ATM. RP 15; Ex.1, page 3.

The \$596.56 Chase Bank check was possessed and uttered on January 22, 2018 by King. RP 18-19; Ex. 1, Pages 5-6, 9, 12. The check was deposited by King into his account on early Monday, January 22, 2018, at 3:09 a.m. using the ATM on Gold Street. *Id.* The “Pay to the Order” line was obviously altered, as “David Ben” was

¹ There was testimony by Mr. Morgan that the deposits occurred over a weekend. According to the calendar for 2018 1/19/18 was a Friday. See, <https://www.timeanddate.com/calendar/monthly.html?year=2018&month=1&country=1> (last visited 5/19/19).

written in above the address in Longview after the item had been whited out and altered. RP 18.

King admitted to depositing all of the instruments at issue in this case. RP 41-46. King's explanation was he was helping his friends out by depositing the money orders and the check. *Id.* According to King, he was getting the cash back to give his friends who did not possess bank accounts, and therefore could not cash these instruments on their own. RP 41-45. Ms. Chipman also asserted King was doing her a favor, as she could not cash the money orders on her own. RP 31-34. The explanations given by King and Ms. Chipman are not persuasive when evaluating the evidence as whole, in the light most favorable to the State.

King deposited the first money order at 5:31 p.m. on a Friday evening, the second money order at 8:19 p.m. on Saturday night, and the bank check at 3:09 a.m. in the early morning hours the following Monday. RP 15-19; Ex. 1. King immediately withdrew \$400 when he deposited the \$430 money order. RP 21; Ex. 1, pages 9-10, 12-13. When King deposited the \$105 money order he immediately withdrew \$100 from his bank account. RP 21; Ex. 1, pages 9, 12-13. King immediately withdrew \$500 when he deposited the \$596.56 Chase Bank check (listed as \$596 on the transaction

summary). RP 20-21; Ex. 1, pages 9, 12-13. King did not have the money previously deposited in his account to cover the transactions. RP 20. All transactions were completed at an ATM machine, over a weekend, and the time elapsing between all of King's transactions was 57 hours and 42 minutes. Ex. 1. One of the instruments deposited had the entire pay to the order line scribbled out (but you can see underneath where it appears something was typed in when the money order was created) and two had white out on the face of the instruments. RP 15, 17-18; Ex. 1, pages 3-5. These instruments were easily identifiable as altered. This evidence sufficiently supports Finding of Fact 1.6 and 1.7. CP 43.

The trial court found the testimony of King and Ms. Chipman not credible. CP 43-44 (Findings of Fact 1.9, 1.10). King did not assign error to Findings of Fact 1.9 and 1.10, therefore they are verities on appeal. *Lohr*, 164 Wn. App. at 418. King, in asserting a claim of insufficiency of evidence claim, admits the truth of the State's evidence and all rational inferences that can be reasonable drawn from that evidence. *Goodman*, 150 Wn.2d at 781. The State proved King, with intent to injure or defraud possessed, uttered, or disposed of the money orders and the check, knowing the instruments were

forged. See, RCW 9A.60.020(1)(b); *State v. Esquivel*, 71 Wn. App. 868, 871, 863 P.2d 113 (1993).

The evidence that King knew the instruments were forged and of King's intent to defraud can be inferred from the surrounding facts and circumstances, as they are indicative of knowledge and intent was a matter of logical probability. *Esquivel*, 71 Wn. App. at 871. The three instruments identified by Mr. Morgan were easily identifiable as altered due to either being scribbled out or having white out on the face of the instrument. Knowledge the item was forged can be inferred by these facts. Further, the actions by which King took to deposit and receive money for the instruments provides evidence King not only knew the instruments were forged, but had the intent to defraud. King's deposit of three forged instruments over a weekend at an ATM, and then immediately withdrawing funds from his account which was only allowed because of the fraudulent deposits, all lead to the conclusion King knew the instruments were forged and had the intent to defraud. The evidence submitted to the trial court sufficiently establish King committed the three forgeries as charged and convicted in Counts I, II, and III. This Court should affirm the trial court's finding of guilt.

3. The \$430 Money Order Is A Legal Instrument, Therefore King's Conviction For Count I Should Be Affirmed.

King alleges the \$430 money order does not have legal efficacy because the instrument is not signed. Brief of Appellant 16-17. King argues the lack of legal efficacy requires dismissal because the State cannot prove the money order is an instrument without the signature. *Id.* The \$430 money order is a legal instrument and King's conviction for Count I should be affirmed.

An instrument supports a charge a forgery, even if the instrument is incomplete, if the instrument has legal efficacy if it were genuine. *State v. Smith*, 72 Wn. App. 237, 243, 864 P.2d 406 (1993). King, to support his argument the money order does not have legal efficacy cites to *Smith*, which states, “[a] check that lacks the signature of any drawer fails this test, for ‘no person is liable on an instrument unless his signature appears thereon.’” *Smith*, 72 Wn. App. at 243, quoting RCW 62A.3-401(1).

King uses *Smith* to support his contention that the unsigned \$430 money order has no legal efficacy because it lacks the signature of any drawer. Brief of Appellant 16-17. If one reads the portions of the statutory citations used to support *Smith*, RCW 62A.3-401(a) and RCW 62A.3-104(1), it is clear money orders issued by

Western Union would not be included as an instrument requiring a drawer's signature.² These provisions refer to checks drawn on banks not a money order, which does not operate in a similar fashion to a check, issued by Western Union, which is not a bank.³ RCW 19.230.010(18); RCW 30A.040.010(2); RCW 30A.04.020; RCW 62A.3-104(1); RCW 62A.3-401(1).

The State does not deny the \$430 money order, which established the forgery for Count I, lacked a signature on the purchaser's signature line. Ex. 1, page 4. The line states, "PURCAHSER'S SIGNATURE," then states below "purchaser by signing you agree to the terms on the reverse side." Ex. 1, page 4; See *also* How to Fill Out a Money Order.⁴ The receipt is presumably the terms on the reverse side. How to Fill Out a Money Order.⁵ This receipt does not state the money order is not cashable, valid, or lacks

² RCW 62A.3-510 which is also cited in *Smith* has since been repealed. The statute was titled "Evidence of dishonor and notice of dishonor." And can be found at Laws of 1965 Ex.Sess., ch. 157, § 76. It should be noted, the opinion actually cites to the Official Comment of the RCW 62A.3-510.

³ Western Union Financial Services Inc in its filing with Secretary of State lists its Nature of Business as "OTHER SERVICES, CONSUMER MONEY TRANSFER SERVICE. MONEY TRANSMISSION/SALE OF CHECKS LICENSE IN 48 STATES; REGULATED BY EACH STATE BANKING DEPT. OR DEPT. OF FINANCIAL INSTITUTIONS; ALSO BY THE DEPT OF INSURANCE, SECURITIES & BANKING FOR D.C. REGISTERED WITH FINCEN AS MSB. ENTERS INTO AGENT AGREEMENTS IN U.S. AND INDIA. ENTERS INTO MARKETING AGREEMENTS WORLDWIDE." See, <https://ccfs.sos.wa.gov/#/> , using search of UBI No. 601 992 511 (last visited 5/21/19).

⁴ <https://www.westernunion.com/blog/fill-money-order/> (last visited 5/21/19)

⁵ <https://www.westernunion.com/blog/fill-money-order/> (last visited 5/21/19)

legal efficacy if the purchaser fails to sign it. *Id.* The receipt does contain a purchaser agreement and informs the purchaser what to do if the money order is lost or stolen. *Id.* Further, the back of the actual money order does not state the instrument is required to be signed by the purchaser to be valid. Ex. 1, page 4.

King was able to present the \$430 money order, which was altered to be payable to cash, with his signature, for deposit and receive funds for the money order. Ex. 1. The \$430 money order did not require a purchaser's signature to have legal efficacy. The instrument as presented by King had legal effect. The State was able to prove the elements of forgery, as charged in Count I, and the Court should affirm King's conviction.

B. KING RECEIVED EFFECTIVE ASSISTANCE FROM HIS ATTORNEY THROUGHOUT THE TRIAL PROCEEDINGS.

King's attorney provided competent and effective legal counsel throughout the course of his representation. King asserts his attorney was deficient for failing to either file a *Knapstad* motion or argue a "half-time" motion to dismiss Count I. Brief of Appellant 18-20. King asserts he was prejudiced by his attorney's deficient performance. *Id.* at 19-20. King's trial counsel was effective and this Court should affirm his conviction.

1. Standard Of Review.

A claim of ineffective assistance of counsel brought on a direct appeal confines the reviewing court to the record on appeal and extrinsic evidence outside the trial record will not be considered. *State v. McFarland*, 127 Wn.2d 322, 335, 899 P.2d 1251 (1995) (citations omitted).

2. King's Attorney Was Not Ineffective During His Representation Of King Throughout The Bench Trial.

To prevail on an ineffective assistance of counsel claim King must show (1) the attorney's performance was deficient and (2) the deficient performance prejudiced the defense. *Strickland v. Washington*, 466 U.S. 668, 687, 104 S. Ct. 2052, 80 L. Ed. 674 (1984); *State v. Reichenbach*, 153 Wn.2d 126, 130, 101 P.3d 80 (2004). The presumption is the attorney's conduct was not deficient. *Reichenbach*, 153 Wn.2d at 130, *citing State v. McFarland*, 127 Wn.2d at 335. Deficient performance exists only if counsel's actions were "outside the wide range of professionally competent assistance." *Strickland*, 466 U.S. at 690. The Court must evaluate whether given all the facts and circumstances the assistance given was reasonable. *Id.* at 688. There is a sufficient basis to rebut the presumption an attorney's conduct is not deficient "where there is no

conceivable legitimate tactic explaining counsel's performance.”
Reichenbach, 153 Wn.2d at 130.

If counsel’s performance is found to be deficient, then the only remaining question for the reviewing court is whether the defendant was prejudiced. *State v. Horton*, 116 Wn. App. 909, 921, 68 P.3d 1145 (2003). Prejudice “requires ‘a reasonable probability that, but for counsel’s unprofessional errors, the result of the proceeding would have been different.’” *State v. Horton*, 116 Wn. App. at 921-22, citing *Strickland v. Washington*, 466 U.S. at 694.

King argues his counsel was deficient in his representation of him by failing to argue pretrial and close of the State’s case in chief sufficiency of evidence motions. Brief of Appellant 18-19. King bases this argument on his assertion that the \$430 money order, the basis of the forgery for Count I, lacks legal efficacy. *Id.*

In a proper pretrial *Knapstad* (sufficiency of evidence) motion there are no disputed facts and the motion should be submitted with a sworn affidavit containing all the facts and law the defendant relies upon to justify the dismissal. *State v. Knapstad*, 107 Wn.2d 346, 356, 729 P.2d 48 (1986). Once the State agrees that there are undisputed facts which the State is relying upon to establish a prima facie case of guilt for the charged offense, the trial court holds a hearing.

Knapstad, 107 Wn.2d at 356-57. If the motion is at the end of the State's case in chief, the court will examine the sufficiency of evidence based upon the evidence that has thus far been admitted during the trial. *State v. Jackson*, 82 Wn. App. 594, 608, 918 P.2d 945 (1996).

Regardless of when the motion is brought, the trial court must consider the evidence in the light most favorable to the State with all reasonable inferences drawn in favor of the State. *Jackson*, 82 Wn. App. at 608. If the trial court determines the State has not established a prima facie case of guilt then the trial court is to dismiss the case without prejudice. *Knapstad*, 107 Wn.2d at 357. The trial court does not enter findings of fact because it does not rule on issues of fact. *Id.*

As argued above, the \$430 money order had legal effect. King's counsel is not required to advance legal arguments that are frivolous and without merit. *State v. S.H.*, 102 Wn. App. 468, 479, 8 P.3d 1058 (2000). King's trial counsel was not deficient in his representation of King for failing to file a pretrial *Knapstad* motion, nor was counsel deficient for failing to argue a sufficiency of evidence motion at the close of the State's case in chief. King's attorney's performance was not deficient, and therefore, he received effective

assistance from his trial counsel. This Court should affirm King's conviction for Count I, Forgery.

IV. CONCLUSION

There was sufficient evidence presented to sustain King's convictions for Forgery. King received effective representation from his attorney throughout the trial and pretrial proceedings. This Court should affirm King's convictions and sentence.

RESPECTFULLY submitted this 22nd day of May, 2019.

JONATHAN L. MEYER
Lewis County Prosecuting Attorney



by: _____
SARA I. BEIGH, WSBA 35564
Attorney for Plaintiff

Appendix A

Findings of Fact and Conclusions of Law

R



FILED
Lewis County Superior Court
Clerk's Office

SEP 10 2018

Scott Tinney, Clerk

By _____, Deputy

PROSECUTING ATTORNEY

**IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR LEWIS COUNTY**

STATE OF WASHINGTON,

Plaintiff,

vs.

RANDALL CHARLES KING,

Defendant.

No. 18-1-00347-21

**FINDINGS OF FACT AND CONCLUSIONS
OF LAW**

This matter came on for a bench trial on 08-01-2018. The defendant was present and represented by his attorney, David Brown. The State was represented by Senior Deputy Prosecuting Attorney, J. Bradley Meagher. The Court heard testimony and examined the exhibit admitted into evidence. The Court hereby makes the following findings:

I. FINDINGS OF FACT

1.1 All acts described herein occurred in Lewis County, Washington. These findings incorporate by reference the courts oral findings as stated from the bench.

1.2. Between January 19 and January 22, the defendant had a personal checking account at the Twin Star Credit Union (credit union).

1.3. On 01-19-2018, the Defendant offered (deposited) at the Centralia, Lewis County branch of the credit union, an obviously altered money order with the stated amount of

1 \$430.00 printed on the paper instrument. (exhibit 1, page 4). He thereafter immediately
2 withdrew \$400 in cash.
3

4 1.4 On 01-20-2018, the Defendant offered (deposited) at the Centralia, Lewis County
5 branch of the credit union an obviously altered money order with in the stated amount of
6 \$105.00. (exhibit 1, page 3). He thereafter immediately withdrew \$100 in cash.
7

8 1.5 On 01-22-2018, the Defendant offered (deposited) at the Centralia, Lewis County
9 branch of the credit union an obviously altered personal check with the stated amount of
10 \$595.56. (exhibit 1, page 5). He thereafter immediately withdrew \$500 in cash.
11

12 1.6. The court finds the defendant knew he was depositing into the credit union
13 forged documents. All three paper instruments were obviously altered to the point
14 where a reasonable person would suspect their authenticity, and know they are forged.
15

16 1.7. The court further finds the defendant intended to defraud the credit union by
17 cashing these three forged instruments through an ATM machine rather than going
18 inside the credit union and asking a bank teller to verify the authenticity of the
19 documents.
20
21

22 1.8. On or about and in between January 19, 2018, and January 22, 2018, the
23 Defendant wrongfully deprived the credit union of funds in excess of \$750.00, but less
24 than \$5,000.00.
25

26 1.9. The defendant testified on his own behalf. The court makes a specific finding
27 that the defendant's testimony is not credible.
28
29
30

1 1.10. The defense offered one witness, Roxanne Chipman. The Court heard Ms.
2 Chipman and finds her testimony is not credible.
3

4 1.11 All acts described herein occurred within the State of Washington.
5

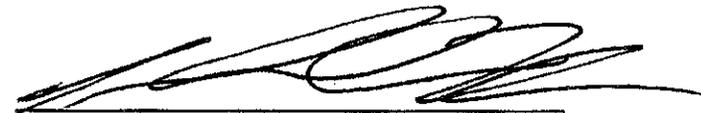
6 II. CONCLUSIONS OF LAW

7 2.1 The Court has jurisdiction over the defendant. Venue is proper in Lewis County,
8 Washington.
9

10 2.1 The Defendant is guilty of counts 1, 2, 3 and 4 as alleged in Amended
11 Information.
12

13 2.3 A judgment and sentence shall enter consistent with these findings.
14

15 DATED this 10 day of September 20 18.

16
17
18 
19 JUDGE / COURT COMMISSIONER

20 Presented by:
21 JONATHAN L. MEYER
22 Lewis County Prosecuting Attorney
23

24 
25 J. BRADLEY MEAGHER
26 WSBA No. 18685
27 Senior Deputy Prosecuting Attorney
28

Copy received; Approved as to form
Notice of Presentation waived:

29 
30 DAVID BROWN
WSBA No. 20370
Attorney for the Defendant

Appendix B

Western Union Financial Services Inc
Washington Corporations and Charities Filing System

BUSINESS INFORMATION

Business Name:

WESTERN UNION FINANCIAL SERVICES INC

UBI Number:

601 992 511

Business Type:

FOREIGN PROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

7001 E. BELLEVIEW AVENUE, DENVER, CO, 80237, UNITED STATES

Principal Office Mailing Address:

7001 E. BELLEVIEW AVENUE, DENVER, CO, 80237, UNITED STATES

Expiration Date:

11/30/2019

Jurisdiction:

UNITED STATES, COLORADO

Formation/ Registration Date:

11/10/1999

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

OTHER SERVICES, CONSUMER MONEY TRANSFER SERVICE. MONEY TRANSMISSION/SALE OF CHECKS LICENSE IN 48 STATES; REGULATED BY EACH STATE BANKING DEPT. OR DEPT. OF FINANCIAL INSTITUTIONS; ALSO BY THE DEPT OF INSURANCE, SECURITIES & BANKING FOR D.C. REGISTERED WITH FINCEN AS MSB. ENTERS INTO AGENT AGREEMENTS IN U.S. AND INDIA. ENTERS INTO MARKETING AGREEMENTS WORLDWIDE.

REGISTERED AGENT INFORMATION

Registered Agent Name:

C T CORPORATION SYSTEM

Street Address:

711 CAPITOL WAY S STE 204, OLYMPIA, WA, 98501, UNITED STATES

Mailing Address:

711 CAPITOL WAY S STE 204, OLYMPIA, WA, 98501, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		AMINTORE	SCHENKEL
GOVERNOR	INDIVIDUAL		MARIE-ELISE	DROGA
GOVERNOR	INDIVIDUAL		DUNCAN	DEVILLE

LEWIS COUNTY PROSECUTING ATTORNEY'S OFFICE

May 22, 2019 - 3:26 PM

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Appellate Court Case Title: State of Washington, Respondent v. Randall Charles King, Appellant
Superior Court Case Number: 18-1-00347-9

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