

THE SUPREME COURT
OF THE STATE OF WASHINGTON

STATE OF WASHINGTON,

Respondent,

vs.

KENDRA L. WATT,

Appellant,

NO. 77281-9

MOTION TO SUPPLEMENT
RECORD WITH DISSOLUTION
DECREE

06 SEP -5 AM 8:02
BY C. J. HENNINGER
KJH

1. Identity of Moving Party:

The above named Respondent, the State of Washington, asks for the relief designated in Part 2.

2. Statement of Relief Sought:

The Respondent moves the Court to supplement the record herein by admitting the attached Decree of Dissolution, "In re the Marriage of: Kendra L. Watt and James Watt," Spokane Superior Court number 06-2-00167-1.

3. Facts Relevant to Motion:

The defendant was found guilty at trial of Manufacture of a Controlled Substance, Possession of a Controlled Substance and Criminal Mistreatment in the Second Degree. During the trial, the State was unable to call as a witness James Watt, the defendant's husband who had earlier plead guilty and admitted that he operated a methamphetamine lab in the family garage. However, the State

introduced a redacted portion of the plea of guilty of Mr. Watt, as a statement against interest. The case of Washington v. Crawford, 147 Wn.2d 424, 54 P.3d 656 (2002), made admission of the redacted plea of guilty error.

The State has continuously argued that any error is harmless. Specifically, the defendant argued at trial that there was insufficient evidence to link her with the methamphetamine lab in the family garage, rather than she knew of the contents of the garage and that it did not constitute such a lab.

However, the subsequent dissolution of the marriage between the defendant and Mr. Watt means that he will be able to testify that he operated a meth lab. Further, he would be able to say that he operated the meth lab for the benefit of his now ex-wife; rather than going to the expense of buying drugs from street dealers, Mr. Watt made methamphetamine to directly feed Mrs. Watt's habit.

4. Grounds for Relief and Argument:

Under RAP 9.11 evidence of the dissolution should be admissible.

1) *The additional fact (that the parties' marriage is dissolved and that Mrs. Watt could no longer prevent Mr. Watt from testifying) is needed to fairly resolve the issues on review.*

The fact that the parties are now divorced must be considered

to consider fully the "harmless error" argument.

2) *The additional evidence would probably change the decision being reviewed.*

The State has argued that any error in admitting the redacted plea is harmless. The additional evidence would mean that admission of Mr. Watt's plea was not in error.

3) *It is equitable to excuse a party's failure to present the evidence to the trial court.*

The parties were divorced on June 22, 2006 in Spokane County, Wa. The Benton County Prosecutor's Office had no knowledge of this proceeding until recently.

4) *The remedy available to a party through postjudgment motions in the trial court is inadequate or unnecessarily expensive.*

There is no reason for a new trial. Exactly the same evidence would be available to the State. In fact, Mr. Watt would be able to state why he was making methamphetamine. The State's case would be much stronger.

5) *The appellate court remedy of granting a new trial is inadequate or unnecessarily expensive.*

As stated, the State will be able to introduce the same evidence without any problems as was introduced in the trial.

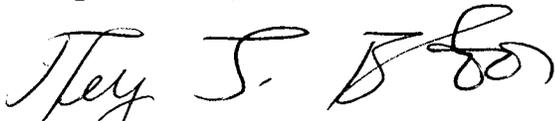
There is no need for a new trial.

6) *It would be inequitable to decide the case solely on the evidence already taken in the trial court.*

The fact of the dissolution should resolve the appeal. At the least, the State argues the dissolution will make the Court's decision much easier. It would be inequitable not to consider such evidence.

For the above reasons, the Motion to Supplement the Record should be granted.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Terry J. Bloor". The signature is written in a cursive style with a large, stylized initial "T".

Terry J. Bloor
Deputy Prosecuting Attorney
WSBA No: 9044

FILED

JUN 22 2006

THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

**SUPERIOR COURT OF WASHINGTON
COUNTY OF Spokane**

In re the Marriage of:

Hendra L Watt
and

Petitioner,

James Watt

Respondent.

NO. *De-3-00167-1*

- DECREE OF DISSOLUTION (DCD)
- DECREE OF LEGAL SEPARATION (DCLGSP)
- DECLARATION CONCERNING VALIDITY (DCINMG)
- Clerk's action required

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY:

Does not apply. Restraining Order Summary is set forth below:

Name of person(s) restrained:	Name of person(s) protected:
	See paragraph 3.8.

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 BELOW WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.50 RCW AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.050.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

Does not apply. Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number:
Or
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):
See Page _____ for full legal description

1.3 MONEY JUDGMENT SUMMARY:

Does not apply. Judgment Summary is set forth below.

- A. Judgment creditor _____
- B. Judgment debtor _____
- C. Principal judgment amount \$ _____
- D. Interest to date of judgment \$ _____

- E. Attorney's fees \$ _____
- F. Costs \$ _____
- G. Other recovery amount \$ _____
- H. Principal judgment shall bear interest at _____ % per annum
- I. Attorney's fees, costs and other recovery amounts shall bear interest at _____ % per annum
- J. Attorney for judgment creditor _____
- K. Attorney for judgment debtor _____
- L. Other: _____

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

- The marriage of the parties is dissolved.
- The husband and wife are legally separated.
- The marriage of the parties is invalid.
- The marriage of the parties is valid.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

- Does not apply.
- The husband is awarded as his separate property the property set forth in Exhibit _____ This exhibit is attached or filed and incorporated by reference as part of this decree.
- The husband is awarded as his separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on _____ [date]. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract [] is [] is not filed with the court.
- The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

All property currently in his possession

Other:

3.3 PROPERTY TO BE AWARDED TO THE WIFE.

Does not apply.

The wife is awarded as her separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

The wife is awarded as her separate property the property set forth in the separation contract or prenuptial agreement referenced above.

The wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

All property currently in her possession.

Other:

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

Does not apply.

The husband shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

The husband shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.

The husband shall pay the following community or separate liabilities:

Creditor

Amount

husband shall continue to pay the community liabilities ~~while the wife is incarcerated.~~

any debts incurred after separation

FL

Other:

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.5 LIABILITIES TO BE PAID BY THE WIFE.

- Does not apply.
- The wife shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The wife shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The wife shall pay the following community or separate liabilities:

Creditor

Amount

JSE Other: wife to pay any debts in her own name after separation

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.6 HOLD HARMLESS PROVISION.

- Does not apply.
- Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.
- Other:

3.7 SPOUSAL MAINTENANCE.

- Does not apply.
- The husband wife shall pay maintenance as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

- Spousal maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- The husband wife shall pay \$ _____ maintenance. Maintenance shall be paid weekly semi-monthly monthly.
The first maintenance payment shall be due on _____ [Date].

The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below:

Payments shall be made:

- directly to the other spouse.
- to the Washington State Child Support Registry (only available if child support is ordered).
- to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- If a spousal maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.
- The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).
- Other:

3.8 CONTINUING RESTRAINING ORDER.

Does not apply.

A continuing restraining order is entered as follows:

- The husband wife is restrained and enjoined from assaulting, harassing, molesting or disturbing the peace of the other party.
- The husband wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: _____
- The husband wife is restrained and enjoined from knowingly coming within or knowingly remaining within _____ (distance) of the home, work place or school of the other party, or the day care or school of these children: _____
Other: _____
- Other:

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.50 RCW AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.060.

- CLERK'S ACTION.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

SERVICE:

- The restrained party or attorney appeared in court or signed this order; service of this order is not required.
- The restrained party or attorney did not appear in court; service of this order is required.

EXPIRATION.

This restraining order expires on: _____ (month/day/year).
 This restraining order supersedes all previous temporary restraining orders in this cause number.

3.9 JURISDICTION OVER THE CHILDREN.

- Does not apply because there are no dependent children.
- The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.10 PARENTING PLAN.

- Does not apply.
- The parties shall comply with the Parenting Plan signed by the court on _____ [Date]. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.11 CHILD SUPPORT.

- Does not apply.
- Child support shall be paid in accordance with the order of child support signed by the court on _____ [Date]. This order is incorporated as part of this decree.

3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

- Does not apply.

- Attorney's fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- Attorney's fees, other professional fees and costs shall be paid as follows:

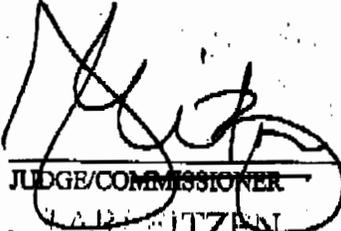
3.13 NAME CHANGES.

- Does not apply.
- The wife's name shall be changed to Kendra L. Stinckling [First, Middle, Last Name].
- The husband's name shall be changed to _____ [First, Middle, Last Name].

3.14 OTHER.

Dated:

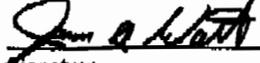
6/22/06



JUDGE/COMMISSIONER

Petitioner or petitioner's attorney:
A signature below is actual notice of this order.

- Presented by:
- Approved for entry:
- Notice for presentation waived:



Signature

WSBA No.

JAMES A. WATT

Print or Type Name

Respondent or respondent's attorney:
A signature below is actual notice of this order.

- Presented by:
- Approved for entry:
- Notice for presentation waived:

Signature

WSBA No.

Print or Type Name