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COURT OF APPEALS DIV. #1
STATE OF WASHINGTON
2007 DEC 10 AM 9: 39

No. 59457-5
THE COURT OF APPEALS DIVISION I
OF THE STATE OF WASHINGTON

CITY OF TUKWILA
Petitioner,

v.

KELLAS GARRETT
Respondent.

Respondent's Brief

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Introduction

In Mr. Garrett's case, none of the jurors used by Tukwila Municipal Court lived in Tukwila. The Superior Court ruled correctly when it found that a Tukwila Municipal Court jury that included no residents of Tukwila violated the jury selection procedure required by law, that jurors should come from the population of the area served by the court.

The city prosecutor claimed that even though the city's written agreement with King County Superior Court to summon jurors had expired, the court should conclude that it had been renewed orally on an unspecified date after the agreement had expired. The King County Superior Court Jury Services Manager stated by email to counsel on September 8, 2005, one week after Mr. Garrett's trial, that there had been no renewal of the expired agreement. See CP 62. The Superior Court correctly found that there was no agreement between Tukwila and King County to summon jurors to the Municipal Court, and that Tukwila had no authority to summon jurors from outside of Tukwila and its electoral district.

Tukwila's practice of summoning and seating jurors who do not live in the city of Tukwila violates both constitutional requirements and statutory provisions.

II. ISSUES PRESENTED

A. Assignment of Error No. 1

The Superior Court correctly ruled that the Tukwila Municipal Court jury selection process was a material departure from the procedure required by law because it seated jurors who did not live in the area served by the court. The Municipal Court followed neither procedure provided by law for summoning jurors, as it neither issued the summonses itself nor had a valid agreement with the Superior Court to issue them.

B. Assignment of Error No. 2

The Superior Court correctly ruled that there was no agreement between Tukwila and King County to summon jurors, as the written agreement had expired five months before the trial and the Superior Court representative affirmed that there had been no renewal. No oral renewal would be valid under the requirements of the statute of frauds.

III. STATEMENT OF THE CASE

Kellas Garrett was charged in Tukwila Municipal Court with violating the provisions of a temporary protection order issued June 18, 2004, in King County Superior Court, a violation of RCW 26.50.110(1). The alleged incident occurred on June 27, 2004. CP 138 et. seq.

The matter went to trial September 1, 2005. Before the jury was

sworn, counsel objected that the jury included jurors who do not live in Tukwila (CP 131). Not a single juror who sat on the case lived in Tukwila (CP 43, 64, 82). The court in effect overruled the objection. (CP 131). Counsel later moved to dismiss the case based on that ground, and the court, while having noted some concern that the jurors were not all from Tukwila (CP 131), denied the motion and invited counsel to provide some authority. (CP 131,154.)

Prior to the verdict being returned, counsel provided the Court with a copy of State v. Twyman, 143 Wn.2d 115, 121 (2001), noting its emphasis that a jury should come from the "population of the area served by the court". CP 179. The Twyman court relied on RCW § 2.36.050, which states:

> In courts of limited jurisdiction, juries shall be selected and impaneled in the same manner as in the superior courts, except that a court of limited jurisdiction shall use the master jury list developed by the superior court to select a jury panel. **Jurors for the jury panel may be selected at random from the population of the area served by the court.**

[Emphasis added.]

Defense counsel renewed the motion to dismiss based on the invalid jury at the end of the case and in post-trial motions. CP 184, 267..

The jury returned a guilty verdict and a special verdict that Mr. Garrett and Trisha Clay were family or household members. CP 11.

After the trial, the defense learned that the contract allowing King County

Superior Court to summon jurors had expired and renewed the motion to dismiss. CP 43, 59 et.seq. The court denied the motion. CP 300.

The court sentenced Mr. Garrett to 345 days in jail, with 304 days suspended and 41 days credit for time served, suspended a $5000 fine, and imposed costs of $200. CP 15. Mr. Garrett filed a notice of appeal. CP 15.

Superior Court Judge Douglass North reversed the conviction in an order December 15, 2006, ruling as follows:

> There was a material departure from the jury selection procedure required by law; There was no agreement between Tukwila and King County; Tukwila had no authority to summon jurors from outside of Tukwila and its electoral district.
>
> CP 313, Copy in Appendix I.

IV. ARGUMENT

A. Standard of Review

The City of Tukwila writes that this Court should apply an abuse of discretion standard in reviewing the Superior Court reversal of Mr. Garrett's conviction. App. Br. at 3, citing State v. Williamson, 100 Wn. App 248,253 (2000). The state Supreme Court has held that "When a trial court's exercise of its discretion is manifestly unreasonable or based upon untenable grounds or reasons, an abuse of discretion exists." State v. Stenson, 132 Wn.2d 668, 701 (1997). The state Supreme Court has elaborated on this language, noting that " A """manifestly

unreasonable"" decision results if "'the court ... adopts a view "that no reasonable person would take."" Olver v. Fowler, 161 Wn.2d 655, 663 (2007), citations omitted.

The City cannot show that Judge North's decision was either manifestly unreasonable or based upon untenable grounds or reasons. Judge North followed the law and his decision is consistent with Washington Supreme Court decisions.

B. The Superior Court Decision Is Not In Conflict With The Supreme Court Decision in Twyman

The City misapprehends the holding of State v. Twyman, *supra.* The Twyman court, in deciding that the Shoreline District Court could choose jurors from its area and was not required to take them from the entire county, wrote that "in any one case the 'population of the area served by the court' is that of the division in question." The population of the area served by the Tukwila Municipal Court is Tukwila. The Twyman court allowed the district court jury to be chosen from a subset of the total population of the district. Tukwila erroneously claims that its practice of choosing a municipal court jury from a larger set than its own population, using jurors from the entire county, is justified by the Twyman holding.

The Twyman court also noted: ""[i]t also is the policy of this state to minimize the burden on the prospective jurors, their families, and employers resulting from jury service." RCW 2.36.080(2)." Id. It does not

minimize the burden on prospective jurors to summon them to a court that is run by a city other than that in which they live.

The court found that "a district court's electoral district serves as the population area from which its juries should be drawn." 143 Wn. 2d at 124-125. The electoral district of Tukwila does not include Seattle.

The Court, in allowing a *county* district court jury to be drawn from an area larger than the area in which the court sat, wrote: "Given all of this focus upon the localized nature of district courts, it would be quite incongruous if jurors were not also required to come from the district." 143 Wn. 2d at 121.Noting that King County had been divided into districts, it found that the jury need not be drawn from the entire county but from the division in question. The court emphasized that in Twyman the "venire selection occurred in an area closely paralleling a district court electoral district". That is not what happened in Mr. Garrett's case. The venire came mostly from outside of the electoral district of Tukwila and none of the sitting jurors came from the electoral district of Tukwila.

The Twyman court concluded that "Randomness is preserved by our recognition that a district court's electoral district serves as the population area from which its juries should be drawn." *Id.*, at 124-125.

The Municipal Court's electoral district is the population area from which its juries should be drawn. It is clear that the City of Tukwila Court has jurisdiction over matters from its own City.

> The municipal court shall have exclusive original jurisdiction over traffic infractions arising under city ordinances and exclusive original criminal jurisdiction of all violations of city ordinances duly adopted by the city in which the municipal court is located ....

Rev. Code Wash. § 3.50.020.

A municipal court that has cases only based on city law enforced within city boundaries should have jurors only from that city.

The City mistakenly argues that the jury selection process used in Twyman was "identical to the one used in this case". App. Br, at 4. The fact that each drew jurors from three zip codes does not make the selection processes identical. The district court in Twyman used a subset of the eligible jurors. The Tukwila Municipal Court used a set of jurors who lived beyond the city limits. The two procedures are not identical.

C. The Court Violated Mr. Garrett's Right to a Jury Selected in the Manner Required by Law; The Municipal Court Had No Authority To Seat Jurors Who Do Not Live in The City

Not a single juror who served on the case lived in Tukwila. The defense filed a supplemental memorandum with juror invoices that demonstrated that of 40 potential jurors, only three gave a Tukwila residence address. CP 64. One of the jury pool lived on Greenwood Avenue North in Seattle, with a listed zip code of 98133, not one of the zip codes used to summon the jurors. The jurors who served on the jury lived in Seattle and SeaTac.

The City violated statutory and constitutional protections and procedures and denied Mr. Garrett a fair jury trial.

Tukwila did not follow statutory requirements either to issue its own summonses for jurors or to have a contract with the County to do so. RCW 2.36.052 . When a jury is not selected substantially in the manner required by law, a litigant may claim error without showing prejudice. .

> [A] litigant is entitled to have his case submitted to a jury selected in the manner required by law; and further, that, if the selection is not made substantially in the manner required by law, an error may be claimed without showing prejudice, which will be presumed. But it will only be presumed when there has been a material departure from the statute.

State v. Tingdale, 117 Wn.2d 595, 602 (1991) [citation omitted].

When, as here, the jurors are chosen from outside the population of the area served by the court, there has been a material departure from the statute. In addition, as outlined below, the Tukwila Court has violated the statute by not issuing the jury summons.

D. The Court Did Not Issue Its Own Jury Summons But Relied on an Expired Agreement with King County

The City of Tukwila does not maintain its own jury lists. It executed a memorandum agreement with King County to administer a pilot project to summon jurors to Tukwila Municipal Court. This is permitted by RCW 2.36.052:

> Pursuant to an agreement between the judge or judges of each superior court and the judge or judges of each court of limited jurisdiction, jury

management activities may be performed by the superior court for any county or judicial district as provided by statute.

RCW 2.36.095 requires a court to issue its own summons, and provides: "2) In courts of limited jurisdiction summons shall be issued by the court. Upon the agreement of the courts, the county clerk may summon jurors for any and all courts in the county or judicial district."

At the time of Mr. Garrett's trial, there was no such agreement between Tukwila Municipal Court and King County Superior Court. The two courts had entered an agreement for Superior Court to issue summonses to jurors, but the agreement had expired April 30, 2005. CP 59-61. The trial was September 1, 2005. No renewal of the agreement had been made as of September 8, 2005. (See email from King County jury manager Greg Wheeler , CP 62, copy attached in Appendix.) As a result, Tukwila in Mr. Garrett's case violated the statutory requirement that the Municipal Court shall issue its own jury summonses. In the absence of a valid agreement, King County Superior Court had no authority to issue jury summonses for people to come to Tukwila.

E. The Alleged Oral Renewal of the Agreement Violated the Statute of Frauds and Is Not Valid

After the defense filed its brief in support of the motion to dismiss because the jurors were not from Tukwila and because the contract with the County had expired (Defense motion and memorandum filed September 10, 2005, CP 51), the City offered a declaration from the court

clerk asserting that the Tukwila judge had verbally renewed the contract with King County on an unspecified date. (Declaration of Amy Bell, October 24, 2005, CP 98). [1] But under the law, the written contract could not be modified because the contract had expired, and it could not be renewed by a verbal agreement because the contract was for eighteen months and must be in writing to satisfy the statute of frauds. The City has completely ignored the statute of frauds issue, simply claiming that the Municipal court verbally agreed to renew the agreement. App. Br at 9.

Generally, all parties to a contract are bound by its terms. See, Adler v. Fred Lind Manor, 153 Wn.2d 331, 344, 103 P.3d 773 (2004). Any contract that by its terms is not to be performed in one year from the agreement must be in writing to satisfy the statute of frauds.

Because the agreement was for service that could not be completely performed in one year, the agreement falls within the statute of frauds and all material terms must be in writing to be enforced. *See* RCW 19.36.010(1):

> RCW 19.36.010 Contracts, etc., void unless in writing.
>
> In the following cases, specified in this section, any agreement, contract and promise shall be void, unless such agreement, contract or promise, or some note or memorandum thereof, be in writing, and

[1] Ms. Bell declared that the County "has continued to provide and charge Tukwila Municipal Court for trial court coordination of trial services." CP 98. She attached an invoice dated October 13, 2005, for the months of May to October. Both the invoice and the declaration were prepared after the defense filed its motion and memorandum.

> signed by the party to be charged therewith, or by some person thereunto by him lawfully authorized, that is to say: (1) Every agreement that by its terms is not to be performed in one year from the making thereof;....

The City argues that because the Superior Court continued to provide jurors after the agreement expired, the agreement in effect had been renewed even though it was not in writing. The state supreme court's holding in Alfred G. French v. Sabey, 134 Wn.2d 547, 552, 951 P.2d 260 (1998) undercuts this theory. The court reaffirmed "the long-standing rule that part performance of a personal services contract does not avoid the mandate of RCW 19.36.010." 134 Wn.2d 547, 558.

See also, Building Serv. Employees Int'l Union Lodge 6 v. Seattle Hosp. Council, 18 Wn.2d 186, 138 P.2d 891 (1943).

Contracts that have been terminated or extinguished cannot be extended. See Pavey v. Collins, 31 Wn.2d 864, 870, 199 P.2d 571 (1948):

> ...a contract which by its terms has expired is legally defunct, and, since the vitality which it once had has ceased, there is nothing upon which an extension may legally operate. ...when the contract has terminated or been extinguished, it is no longer subject to extension, for extension implies an existing agreement. To bring the terms of an extinguished contract into renewed existence requires a new contract embodying such terms.

The Tukwila Clerk, Ms. Bell, declared that the judge told her she had renewed the agreement orally "upon expiration of the agreement". CP 98. This attempted renewal was invalid, as at that point there was no

agreement to be renewed and any new agreement had to be in writing.

The City of Tukwila and King County Superior Court had agreed in writing to terms that allowed the County to summon jurors for eighteen months. The written agreement clearly stated that all modifications to the agreement must be in writing. Modifying a written agreement may include the extension of the terms beyond an approaching expiration date because an extension of terms would constitute a "change or alteration" to the existing contract. *See* Black's Law Dictionary (8th ed. 2004). However, renewing the original contract would "recreate a legal relationship or replace an old contract with a new contract, as opposed to the mere extension of a previous relationship or contract." *See* Black's Law Dictionary (8th ed. 2004). The original written agreement could not be modified because it had expired. Because the contract was not renewed in writing, the jury summonses were invalid.

F. The Municipal Court Violated The Statutory Requirement That Jurors Must Be From the Population of the Area Served By the Court

King County issued summonses to residents in three zip codes, 98168, 98178, and 98188, to come to Tukwila. These zip codes are not exclusive to Tukwila. In fact, they also include addresses in Seattle, Burien, SeaTac, Bryn Mawr, Skyway, Duwamish, McMicken Heights,

and Riverton. These are distinct communities not part of Tukwila. [See U.S. Post Office web pages, CP 52 et. seq.]

RCW § 2.36.050 provides:

> In courts of limited jurisdiction, juries shall be selected and impaneled in the same manner as in the superior courts, except that a court of limited jurisdiction shall use the master jury list developed by the superior court to select a jury panel. Jurors for the jury panel may be selected at random from the population of the area served by the court.

A limited jurisdiction court may use a superior court master jury list, but it is to select the jurors from the population of the area served by the court.

G. The Failure to Follow Statutory Procedures is a Violation of Due Process

The failure of the Tukwila court to follow clearly defined procedures is a violation of state and federal due process protections as well. Article I, Section 3 of the Washington Constitution provides: "No person shall be deprived of life, liberty, or property without due process of law." Notice of the government's procedures is fundamental to due process. See, In re Personal Restraint of Cashaw, 68 Wn. App. 112, 124 (1992), affirmed on other grounds, 123 Wn.2d 138, 866 P.2d 8, (1994). Mr. Garrett had no notice that the City would summon jurors from outside of Tukwila.

H. The Failure to Provide Mr. Garrett a Jury from the Community Violated His Constitutional Right to a Fair Jury From The District In Which the Crime Allegedly Occurred

The right to jury trial is based in the constitution.

> In criminal prosecutions the accused shall have the right to appear and defend in person, or by counsel, to demand the nature and cause of the accusation against him, to have a copy thereof, to testify in his own behalf, to meet the witnesses against him face to face, to have compulsory process to compel the attendance of witnesses in his own behalf, to have a speedy public trial by an impartial jury of the county in which the offense is charged to have been committed and the right to appeal in all cases....
>
> Wash. Const. Art. I, § 22.

The United States Constitution provides in the Sixth Amendment:

> In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and **district wherein the crime shall have been committed**, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence. [Emphasis added.]

The jury in Mr. Garrett's case was not from the "district wherein the crime shall have been committed." The City has ignored the constitutional arguments.

I. The Jury Should Represent the Community

The U.S. Supreme Court repeatedly has emphasized the importance of the jury as representative of the community. "... the American concept of the jury trial contemplates a jury drawn from a fair cross section of the

community." Taylor v. Louisiana, 419 U.S. 522, 527 (U.S. 1975). The Court added: "the selection of a petit jury from a representative cross section of the community is an essential component of the Sixth Amendment right to a jury trial." Id., at 428.

The value of a jury from the community was emphasized in a recent law review article.

> If the purpose of a jury is to act as a check on the overzealous prosecutor or the corrupt judge, then it is imperative that the jury be local. The same people who (in some states) elect prosecutors and judges work alongside those officials when serving on juries, and thus have a direct role in keeping them honest. Given that local jurors have to live with the decisions that these prosecutors and judges make, these jurors have heightened incentives to fulfill their role vigorously.

Kalt,"Crossing Eight Mile: Juries of the Vicinage and County-Line," 80 Washington Law Review 271, 312 (2005) [footnotes omitted].

The idea that jurors should come from the community in which the court sits and in which the incident occurred is an ancient one.

> 'As it was an essential principle of the jury trial from the earliest times that the jurors should be summoned from the hundred where the cause of action arose, the court, in order to procure their attendance, issued in the first instance a writ called a venire facias, commanding the sheriff or other officer to whom it was directed to have 12 good and lawful men from the neighborhood in court upon the day therein specified to try the issue joined between the parties. And this was accordingly done, and the sheriff had his jury ready at the place which the court had appointed for its sitting.' Forsyth, History of Trial by Jury, p. 168.

State ex rel. Murphy v. Superior Court, 82 Wash. 284, 287 (1914) (setting aside an indictment because the judge had selected the members of the grand jury from a list). [2]

The U.S. Supreme Court wrote in 1898, reversing a conviction by an eight- person jury:

> In Bacon's Abridgment, Title Juries, it is said: "The trial per pais, or by a jury of one's country, is justly esteemed one of the principal excellencies of our Constitution; for what greater security can any person have in his life, liberty or estate, than to be sure of not being divested of, or injured in any of these, without the sense and verdict of twelve honest and impartial men of his neighborhood? And hence we find the common law herein confirmed by Magna Charta."

Thompson v. Utah, 170 U.S. 343, 350 (U.S. 1898), overruled on an ex post facto ruling, Collins v. Youngblood, 497 U.S. 37 (U.S. 1990).

J. Tukwila's Practice Violated the Principle that a Jury Should Represent the Community

Bringing in jurors from other communities thwarts the principle that a jury is to reflect the values of its community. Seattle Municipal Court should not have jurors from Tacoma; Bellevue Municipal Court should not have jurors from Seattle.

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[2] The Forsyth book was first published in England in 1852. The language cited above is found at page 139 in the second American edition published in 1878 and available at http://books.google.com/books?id=bnMuAAAAIAAJ&dq=forsyth+history+of+trial+by+jury&printsec=frontcover&source=web&ots=NUfRzwlclD&sig=ezSBFVKJIL6Epb5waeOahkYatnQ#PPR1,M1

The U.S. Supreme Court has written: "It is part of the established tradition in the use of juries as instruments of public justice that the jury be a body truly representative of the community." Smith v. Texas, 311 U.S. 128, 130 (U.S. 1940). The Congress has passed a law declaring the constitutional policy:

> It is the policy of the United States that all litigants in Federal courts entitled to trial by jury shall have the right to grand and petit juries selected at random from a fair cross section of the community in the district or division **wherein the court convenes.**

28 USCS§ 1861 [Emphasis added.]

The issue here is more than a technicality. As the United States Supreme Court has written:

> The purpose of the jury system is to impress upon the criminal defendant and the community as a whole that a verdict of conviction or acquittal is given in accordance with the law by persons who are fair. The verdict will not be accepted or understood in these terms if the jury is chosen by unlawful means at the outset.

Powers v. Ohio, 499 U.S. 400, 413 (U.S. 1991).

The jury in Mr. Garrett's case was chosen by unlawful means.

K. There is No Reason Tukwila Could Not Limit Its Summonses To Tukwila Residents

It would not be difficult for either the superior court or the municipal court to summon only jurors who live in Tukwila. They simply should not send a summons unless the person has a Tukwila address. Alternatively, they should ask jurors to advise the court if they do not live

in Tukwila and tell jurors that that would be an automatic excuse from service.

L. Tukwila Illegally Summoned Jurors Who Have No Obligation to Serve in Tukwila

In Powers, the Court held that the "congruence of interests" between defendant and juror "makes it necessary and appropriate for the defendant to raise the rights of the juror." 499 U.S. at 414. While in Powers the defendant was asserting rights of *excluded* jurors, Mr. Garrett can assert here, for the same reasons as in Powers, the right of citizens *not* to be called to jury service outside of their city to a court that has no jurisdiction over their home. Because a person can be prosecuted and jailed for failing to appear for a jury summons, the right to resist a summons to a court in an area that does not serve a citizen's home is important. See, RCW 2.36.170: "A person summoned for jury service who intentionally fails to appear as directed shall be guilty of a misdemeanor." Tukwila should not be allowed to summon for jury service, at risk of jail for failure to appear, a person who does not live in Tukwila.

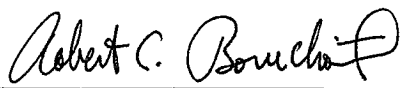
CONCLUSION

Tukwila materially departed from the statutory requirements for selecting a jury. The court neither summoned the jurors itself nor had a valid agreement with superior court to summon the jurors. The jury was

not chosen from the area where the court convenes or from the population of the area served by the court. Mr. Garrett's constitutional right to a fair jury was violated.

The City did not follow statutory and constitutional requirements in summoning jurors and the jurors who sat did not come from the population of the area served by the court. The jury that sat on Mr. Garrett's case was not a legal jury. The Superior Court correctly ruled that Mr. Garrett was denied a fair trial. The ruling of the Superior Court is not in conflict with a ruling of the state Supreme Court. This Court should affirm the Superior Court.

Respectfully submitted,



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Dated: December 10, 2007

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Appendix

FILED

2006 DEC 15 PM 3:39

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

Kellas Garrett, Appellant,	NO. 06-1-03180-2SEA
vs.	DECISION ON RALJ APPEAL
City of Tukwila, Respondent	CLERK'S ACTION REQUIRED

This appeal came on regularly for oral argument on Dec. 15, 2006 pursuant to RALJ 8.3, before the undersigned Judge of the above entitled court and after reviewing the record on appeal and considering the written and oral argument of the parties, the court holds the following:

Reasoning Regarding Assignment of Error: There was a Material Departure From The Jury Selection procedure requires by Law; There was no agreement between Tukwila and King County; Tukwila had No Authority To Summon Jurors From OUTSIDE of Tukwila AND ITS ELECTORAL DISTRICT.

IT IS HEREBY ORDERED that the above cause is:

[ ] AFFIRMED; [X] REVERSED; [ ] MODIFIED;

COSTS

REMANDED to Tukwila Municipal Court Court for further proceedings, in accordance with the above decision and that the Superior Court Clerk is directed to release any bonds to the Lower Court after assessing statutory Clerk's fees and costs.

DATED: December 15, 2006

Douglas A. North
JUDGE

Robert C Boft 4563
Counsel for Appellant

Counsel for Respondent

DECISION ON RALJ APPEAL (DCRA) 10/01

A1

Subj: RE: FW: Tukwila
Date: 9/8/2005 11:13:36 AM Pacific Daylight Time
From: Greg.Wheeler@METROKC.GOV
To: RCBORU@aol.com
Sent from the Internet (Details)

Not yet. We are trying to implement some changes that will allow more to be done on the internet and make this process less laborious. If it becomes significantly easier for us to provide the service, there might be some change in the cost to TMC. We're also working with Kent Municipal Court to provide a similar service and again, it hinges on being able to automate the process.

Greg Wheeler
Manager - Jury Services
206.296.9319
www.metrokc.gov/kcsc/juror.htm

From: RCBORU@aol.com [mailto:RCBORU@aol.com]
Sent: Thursday, September 08, 2005 11:09 AM
To: Wheeler, Greg
Subject: Re: FW: Tukwila

Thank you very much for faxing me the agreement (and the cle notice).
I notice that the agreement expired in April. I take it there has been no renewal yet.
Thanks
Bob Boruchowitz

A2

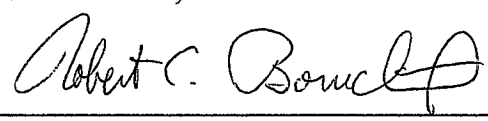
No. 59457-5
THE COURT OF APPEALS DIVISION I
OF THE STATE OF WASHINGTON

CITY OF TUKWILA
Appellant
Vs.

KELLAS GARRETT,
Respondent

CERTIFICATE OF SERVICE

I, Robert C. Boruchowitz, certify under penalty of perjury under the laws of the State of Washington that on December 10, 2007, I caused to be served on the person listed below the brief of Respondent by placing it in the United States Mail, First Class.



Dated this 10 day of December, 2007.

Robert C. Boruchowitz
WSBA 4563

Ms. Sandra S. Meadowcroft
11 Front Street South
Issaquah, Washington 98027

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STATE OF WASHINGTON
2007 DEC 10 AM 9:39