

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
Feb 04, 2013, 2:54 pm
BY RONALD R. CARPENTER
CLERK

No. 87855-2

RECEIVED BY E-MAIL

THE SUPREME COURT OF WASHINGTON

STATE OF WASHINGTON,

Respondent,

vs.

DAVID ALLEN WOOTEN, JR.,

Appellant.

Review from Court of Appeals, Division Two, Case No. 40810-4-II

Respondent's Supplemental Brief

JONATHAN L. MEYER
Lewis County Prosecuting Attorney



By:

SARA I. BEIGH, WSBA No. 35564
Deputy Prosecuting Attorney

Lewis County Prosecutor's Office
345 W. Main Street, 2nd Floor
Chehalis, WA 98532-1900
(360) 740-1240

 ORIGINAL

TABLE OF CONTENTS

TABLE OF AUTHORITES ii

I. ISSUES.....1

II. STATEMENT OF THE CASE1

III. ARGUMENT9

A. THE STATE PRESENTED SUFFICIENT EVIDENCE THAT WOOTEN MALICIOUSLY DAMAGED PROPERTY OF ANOTHER9

 1. Standard Of Review.....9

 2. There Was Sufficient Evidence Presented To Prove Wooten Damaged Property Of Another As It Is Defined Under RCW 9A.48.010(1)(c)9

 a. Public policy reason for the current statutory definition of "Property of another." 11

 b. Wooten did not exclusively own the property located at 303 Hadaller 13

B. THE TRIAL COURT'S LIMITATION OF WOOTEN'S TRIAL COUNSEL'S CLOSING ARGUMENT DID NOT DENY WOOTEN A FAIR TRIAL..... 15

 1. Standard Of Review..... 15

 2. The Trial Court's Limitation Of Wooten's Trial Counsel's Argument Regarding The Financing Of The House Was Within The Trial Court's Discretion..... 16

IV. CONCLUSION.....17

TABLE OF AUTHORITIES

Washington Cases

<i>In re Heringer's Estate</i> , 38 Wn.2d 399, 230 P.2d 297 (1951)	14
<i>State v. Camarillo</i> , 115 Wn.2d 60, 794 P.2d 850 (1990).....	10
<i>State v. Colquitt</i> , 133 Wn. App. 789, 137 P.3d 893 (2006)	9
<i>State v. Coria</i> , 146 Wn.2d 631, 48 P.3d 980 (2002)	12
<i>State v. Delmarter</i> , 94 Wn.2d 634, 618 P.2d 99 (1980)	10
<i>State v. Frost</i> , 160 Wn.2d 765, 161 P.3d 361 (2007), <i>cert. denied</i> 552 U.S. 128, 118 S. Ct. 1070, 169 L.Ed.2d 815 (2008).....	15
<i>State v. Goodman</i> , 150 Wn.2d 774, 83 P.2d 410 (2004)	10
<i>State v. Green</i> , 94 Wn.2d 216, 616 P.2d 628 (1980).....	10
<i>State v. Guloy</i> , 104 Wn.2d 412, 705 P.2d 1182 (1985), <i>cert. denied</i> , 475 U.S. 1020, 106 S. Ct. 1208, 89 L.3d.2d 321 (1986).....	15
<i>State v. Myers</i> , 133 Wn.2d 26, 941 P.2d 1102 (1997)	10
<i>State v. Olinger</i> , 130 Wn. App. 22, 121 P.3d 724 (2005)	10
<i>State v. Salinas</i> , 119 Wn.2d 192, 829 P.2d 1068 (1992)	9
<i>State v. Webb</i> , 64 Wn. App. 480, 824 P.2d 1257 (1992)	11, 12
<i>State v. Woodhouse</i> , 151 Wn. 512, 276 P. 539 (1929).....	11
<i>Tomlinson v. Clarke</i> , 118 Wn.2d 498, 825 P.2d 706 (1992)	13

Federal Cases

<i>In re Winship</i> , 397 U.S. 358, 90 S. Ct 1068, 25 L.Ed.2d 368 (1970)	9
--	---

Washington Statutes

RCW 9A.48.010.....11
RCW 9A.48.010(1)(c)9, 11
RCW 9A.48.070.....11
RCW 9A.48.080(1)(a)12

RCW 26.16.03014
RCW 64.04.01013
RCW 64.04.03013

Constitutional Provisions

U.S. Constitution, Amendment XIV, § 19

Other Rules or Authorities

Washington Session Laws 2002, chapter 32 § 111
William B. Stoebuck & John W. Weaver, 18 Washington Practice:
Real Estate: Property Law § 21.2, at 442 (2d ed. 2004)13
WPIC 2.1311
WPIC 85.0111
WPIC 85.0211

I. ISSUES

- A. Did the State present sufficient evidence to prove that Wooten maliciously damaged the property of another in excess of \$1,500?
- B. Did the trial court improperly limit Wooten's trial counsel's closing argument?

II. STATEMENT OF THE CASE

Dennis Kohl purchased a house and property located at 303 Hadaller Road on Mayfield Lake in Lewis County, Washington. 2RP 37-38¹. Mr. Kohl purchased the property in 1993 or 1994 and lived at the residence for approximately nine years beginning in 1994. 2RP 38. Mr. Kohl also lived in the house a second time for about six months around 2004. 2RP 38. Between 1999 and 2001, Mr. Kohl remodeled the house, converting it from three bedrooms and one bath into two bedrooms and two bathrooms. 2RP 39. Mr. Kohl took out one of the bedrooms and bathroom and made it a large bathroom with a laundry area and walk-in shower. 2RP 39. Mr. Kohl remodeled some of the kitchen. 2RP 39.

Mr. Kohl entered into a real estate contract with Wooten Primary Care for the house located at 303 Hadaller Road. 2RP 43. Wooten Primary Care is a family medical practice owned by Dr.

¹ There are three verbatim report of proceedings and the State will be referring to the reports as follows: 1RP – May 14, 2009 Trial Setting; 2RP – Jury Trial Day 1; 3RP Jury Trial Day 2 and Sentencing.

David Wooten. 2RP 42. Mr. Kohl spoke to Wooten's business partner, Robert Miller, in regards to selling the house. 2RP 41. Originally the house was to be sold under a purchase and sale agreement. 2RP 42, Ex 1. In May 2005 Wooten and Janna Wooten² moved into the house. 2RP 45, 84. As part of the terms of the agreement, Wooten, through Wooten Primary Care, paid Mr. Kohl \$10,000 in May 2005. 2RP 43, 45. The agreement was modified into a real estate contract in 2006, which required monthly payments of \$1,577.46. 2RP 44; Ex 2. The real estate contract required the purchaser to pay the taxes and maintain the property. Ex 2. The contract had a specific provision regarding waste and willful damage to the property. Ex 2.

Mr. Kohl admitted to taking out a new mortgage on the house in 2005 for \$216,000. 2RP 69. Mr. Kohl explained that he had been in the process of getting the mortgage when he entered into the agreement with Wooten Primary Care. 2RP 70. Mr. Kohl had informed Mr. Miller, Wooten's business partner, prior to entering into the sales agreement about the mortgage. 2RP 70. All of Mr. Kohl's original dealings in regards to the sale of the house were with Mr. Miller. 2RP 70.

² Janna Wooten will be referred to as Janna for clarification purposes so as not to confuse her with the defendant, Dr. David Wooten, no disrespect intended.

The house was in good condition when Mr. Kohl entered into the agreement with Wooten Primary Care. 2RP 47-48. The interior walls were all intact when the property was turned over to Wooten. 2RP 47. The two bedrooms had sheetrock and the closet was all white cedar or white cedar oak. 2RP 47. The bathroom, laundry area and shower were all tiled. 2RP 47. There was a claw foot bathtub in one of the bathrooms. 2RP 47. The living room had Berber carpeting, the bedrooms were carpeted and the kitchen had linoleum. 2RP 47. There were window coverings. 2RP 47. The living room had a ceiling fan and track lights. 2RP 47. The kitchen had a tongue and groove ceiling with inset lights. 2RP 47. The bathroom had a tongue and groove ceiling with recessed lights. 2RP 47. The bedrooms had lights. 2RP 47. The yard was manicured, weed free and clean, without any vehicles parked on it. 2RP 47, 82.

According to Gregory Kline, the next door neighbor, the upkeep on the property rapidly deteriorated after Wooten moved in to the house in May 2005. 2RP 83. Mr. Kline called the house an "eyesore" and stated that stuff just started accumulating. 2RP 83. Mr. Kohl left to take a job in California in January of 2007. 2RP 45. Mr. Kohl made a trip up to Washington to speak to his lawyer in

regards to the house. 2RP 50. According to Mr. Kohl the taxes on the property were not getting paid, the yard was overgrown and the grass was dead. 2RP 46, 49. Due to the \$8,000 in back taxes owed on the house Mr. Kohl's attorney suggested Mr. Kohl turn the property back over to the bank. 2RP 60. Mr. Kohl returned to California and next visited the house in May of 2008. 2RP 51. Mr. Kohl went to look at the house on May 24, 2008. 2RP 51, 97. The yard was completely overgrown with weeds. 2RP 51, Ex 21. The claw-foot bathtub that was formally in one of the bathrooms was sitting outside. 2RP 52, 85.

Lewis County Sheriff's Deputy Susan Shannon arrived at 303 Hadaller and contacted Mr. Kohl. 2RP 97. Deputy Shannon had been to the residence before on January 10, 2006 and spoken to Janna. 2RP 98. In January 2006 the house appeared normal, with sheetrock and carpeting. 2RP 98. On May 24, 2008 Deputy Shannon observed outside of the house there were bags of garbage piled high, lots of medical garbage, dog fecal matter everywhere and it stunk. 2RP 99; Ex 3, 4, 5, 6, 21. There was a large burn pile in the backyard. 2RP 106-107; Ex 20. The steps leading up to the front porch were in disrepair and there was a

"nasty" couch on the front porch. 2RP 99; Ex 5. There was a note on the front door that stated:

←WARNING→ We still live here and have right to be here until the 22nd – As you know from your previous attempt to enter my home – I have 3 Great Danes and mine will attack – So stay the fuck off my property until the 22nd – You are trespassing and I will have my dogs on your ass the moment you try to come in again.

2RP 107, 111; Ex 22. The note appeared to have been written by Janna. 2RP 124-125.

Deputy Shannon and Mr. Kohl went inside the house. 2RP 51, 99. The house appeared destroyed. 2RP 98. The tiling and carpeting were removed and the floors were down to bare plywood. 2RP 51, 106; Ex 10, 15. The walls were down to the two by four studs. 2RP 52, 102, 104-105; Ex 15, 17. The plumbing was gone and the bathroom fixtures were missing. 2RP 51-52, 104; Ex 15, 19, 20. The house stunk, there was garbage and dog fecal matter everywhere, lots of beer cans and rotten food in the kitchen. 2RP 52, 102, 105; Ex 13, 14. There were hypodermic needles and vials of blood lying around. 2RP 85,103; Ex 12. In one bedroom there was a mattress with feces on it and the other bedroom had children's items scattered all over the floor. 2RP 102, 104-105; Ex 16,17.

William Teitzel, a code enforcement supervisor for Lewis County Public Health and Social Services Department went over to 303 Hadaller and helped with the clean-up of the property. 2RP 130, 132. Mr. Teitzel stated there were five or six people helping clean up the property. 2RP 132-133. In four hours they had filled a four or five cubic yard dump truck full of garbage. RP 133.

Mr. Kohl stated he purchased the house for approximately \$80,800 and valued the house at \$295,000 when he entered into the contract with Wooten Primary Care. 2RP 38, 40, 42. Mr. Kohl stated that after Wooten moved out the house had zero value. 2RP 52.

Travis Amundson, a general contractor and building inspector reviewed the photographs of the house. 3RP 3-5. Mr. Amundson was able to make a rough estimate regarding the cost to clean up and repair of the house. 3RP 6. According to Mr. Amundson it would cost \$500 for a hazardous materials team to come out and access the property. 3RP 7-8. It would cost approximately \$3,000 perhaps more to haul off the garbage and pay the dump fees. 3RP 9. The cost to fix the bathrooms was estimated at a minimum to be \$8,500. 3RP 10. At a minimum it would cost \$15,000 to get the rest of the house up to code. 3RP 11.

It was also noted by Mr. Amundson that some of the wood paneling had been torn out and discarded and other pieces were still hanging in the house. 3RP 20.

Wooten met Mr. Kohl in 2003 when Mr. Kohl was a patient of Wooten's. 3RP 27. Wooten admitted to entering into a purchase sale agreement with Mr. Kohl in 2005 and signing the agreement. 3RP 28-29; Ex 1. Wooten claimed that he never saw the real estate contract that was later signed. 3RP 29; Ex 2. The payment amount set forth in the real estate contract was \$1,577.43 per month and Wooten stated he made those monthly payments. 3RP 32; Ex 2. Wooten lived at 303 Hadaller from May 2005 until May 2008. 3RP 33. According to Wooten he started some remodeling at the house in July 2007. 3RP 33. Wooten stated he needed the third bedroom to accommodate Janna and his children. 3RP 33-36. Wooten decided to convert the second bathroom back into a bedroom. 3RP 33-36. Wooten stated when he removed the linoleum in the bathroom he discovered black mold. 3RP 36. Wooten said he took down walls to combat the black mold issue. 3RP 37. According to Wooten the debris from the sheetrock and insulation were removed and he decided to take a break on the remodel in December 2007. 3RP 39-40.

Wooten stated in December 2007 he found a default notice for a loan attached to the gate at the residence. 3RP 40. According to Wooten he attempted to contact Mr. Kohl in regards to the loan default notice. 3RP 42. In May 2008 Wooten moved to Texas. 3RP 43-44. Wooten agreed that he had left approximately five yards of garbage on the property but stated it was in garbage bags and it was not strewn about. 3RP 45. Wooten said Janna was the last person to leave the residence. 3RP 45.

The purchase sale agreement entered into by Wooten and Mr. Kohl states on page 1, Addendum/Amendment to Purchase and Sale Agreement:

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Buyer and Seller shall enter into a [sic] option to Lease Purchase the Property drawn by sellers attorney. Terms shall be \$10,000 down, \$5,000 at 180 days, and \$5,000 at 365 days. . .

3RP 48-49; Ex 1. Wooten signed this agreement. 3RP 49; Ex 1.

The real estate contract that was entered into stated:

6. FULFILLMENT DEED: Upon payment of all amounts due Seller, Seller shall convey to Buyer via Statutory Warranty Deed full title in fee simple absolute clear of all underlying debt encumbrances referred to in Paragraph 5.

Ex 2. Wooten admitted he did not have a fulfillment deed. 3RP 50.

III. ARGUMENT

A. THE STATE PRESENTED SUFFICIENT EVIDENCE THAT WOOTEN MALICIOUSLY DAMAGED PROPERTY OF ANOTHER.

The State presented sufficient evidence to sustain Wooten's conviction for Malicious Mischief in the First Degree. When taking the evidence presented in the light most favorable to the State, the State proved that Wooten damaged property of another.

1. Standard Of Review.

Sufficiency of evidence is reviewed in the light most favorable to the State to determine if any rational jury could have found all the essential elements of the crime charged beyond a reasonable doubt. *State v. Salinas*, 119 Wn.2d 192, 201, 829 P.2d 1068 (1992).

2. There Was Sufficient Evidence Presented To Prove Wooten Damaged Property Of Another As It Is Defined Under RCW 9A.48.010(1)(c).

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).

The role of the reviewing court does not include substituting its judgment for the jury's by reweighing the credibility or importance of the evidence. *State v. Green*, 94 Wn.2d 216, 221, 616 P.2d 628 (1980). The determination of the credibility of a witness or evidence is solely within the scope of the jury and not subject to review. *State v. Myers*, 133 Wn.2d 26, 38, 941 P.2d 1102 (1997), *citing State v. Camarillo*, 115 Wn.2d 60, 71, 794 P.2d 850 (1990). "The fact finder...is in the best position to evaluate conflicting evidence, witness credibility, and the weight to be assigned to the evidence." *State v. Olinger*, 130 Wn. App. 22, 26, 121 P.3d 724 (2005) (citations omitted).

In order to convict Wooten of malicious mischief in the first degree the State must prove beyond a reasonable doubt that he caused physical damage to the property of another in an amount exceeding \$1,500; he acted knowingly and maliciously; and the

acts occurred in the State of Washington. RCW 9A.48.070; WPIC 85.01; WPIC 85.02; CP 8, 9. Malice is defined as “an evil intent, wish, or design to vex, annoy or injure another person. WPIC 2.13; CP 11. The jury is allowed, but not required, to infer malice “from an act done in willful disregard of the rights of another.” WPIC 2.13; CP 11.

a. Public policy reason for the current statutory definition of “Property of another.”

The primary purpose of the laws against malicious mischief is the protection of property. *State v. Woodhouse*, 151 Wn. 512, 515, 276 P. 539 (1929). The definition of property of another can be found in RCW chapter containing malicious mischief. “Property of another’ means property in which the actor possesses anything less than exclusive ownership.” RCW 9A.48.010(1)(c). The legislature amended RCW 9A.48.010 in 2002 to include the current definition of “Property of Another.” Washington Session Laws 2002 c 32 § 1. Prior to the amendment of RCW 9A.48.010, adding the definition of “Property of Another,” Washington State courts recognized that a person could maliciously damage property that he or she had a property interest in but did not exclusively own. *State v. Webb*, 64 Wn. App. 480, 489-91, 824 P.2d 1257 (1992).

A person can be convicted of malicious mischief for damaging community property. *State v. Coria*, 146 Wn.2d 631, 635-43, 48 P.3d 980 (2002). Division One of the Court of Appeals articulated the public policy reason behind including property a defendant has a non-exclusive ownership interest in within the definition of property of another for purposes of the malicious mischief statute. *Webb*, 64 Wn. App. at 490-91.

Furthermore, unlike theft, malicious mischief encompasses the damaging, if not the destruction, of property, and therefore, possession can never be redeemed. Hence, sound policy reasons exist to treat the term "property of another" in the malicious mischief context different than in the theft context. Thus, we conclude that the term "property of another" as used in RCW 9A.48.080(1)(a) includes property co-owned by the defendant.

Id. at 490-91 (citations omitted). The same policy argument can be made for other relationships where people or entities have a shared ownership interest in property such as tenancy in common and partnerships. Including property that a defendant has anything other than exclusive ownership in is a necessity to protect others who have a shared interest in property. Making it a criminal act to maliciously damage property one does not exclusively own is important. Interpersonal relationships, whether domestic or business, can cause people to act in such a manner that they will

do whatever it takes to hurt the other person or persons in that relationship. By including property that a person has a non-exclusive ownership interest within the crime of malicious mischief the statute protects the innocent non-exclusive owner of the property from another party who decides to maliciously damage the property.

b. Wooten did not exclusively own the property located at 303 Hadaller.

The property located at 303 Hadaller did not have an exclusive owner. A conveyance of real property shall be done by deed. RCW 64.04.010. A person who obtains a statutory warranty deed is deemed to have an indefeasible estate in fee simple. RCW 64.04.030. "The essence of a real estate contract is that a purchaser of land promises to pay an agreed price for it over a period of time, and the vendor promises to convey title when he [the purchaser] has fully paid." William B. Stoebuck & John W. Weaver, 18 Washington Practice: Real Estate: Property Law § 21.2, at 442 (2d ed. 2004). A person has a property interest in property they are purchasing under a real estate contract. *Tomlinson v. Clarke*, 118 Wn.2d 498, 509, 825 P.2d 706 (1992). But, an interest in property does not make a person or entity the exclusive owner of the property.

Wooten, and/or his agent, entered into an agreement with Mr. Kohl to purchase the residence located 303 Hadaller via a lease to own or real estate contract. Ex 1, 2. The contract had not been fulfilled. 2RP 46, 49, 60; 3RP 50. There was no deed transferred to Wooten, which would have occurred had the contract been fulfilled. 3RP 50. Ex 2. Wooten did not have exclusive ownership of the residence located at 303 Hadaller. At most, Wooten could argue he had a property interest in the house.

Further, in the alternative, the property was purchased by Wooten Primary Care, L.L.C., not Wooten in his individual capacity. Wooten Primary Care, L.L.C. obviously had more than one person with an ownership interest in the company because Mr. Miller was able to sign and negotiate terms for Wooten Primary Care, L.L.C. Therefore the property did not solely belong to Wooten, but to Wooten Primary Care, a limited liability company.

Alternatively, Wooten was also married to Janna Wooten, who would arguably have an undividable one half interest in the community property. RCW 26.16.030; *In re Heringer's Estate*, 38 Wn.2d 399, 230 P.2d 297 (1951). As cited above, the courts have recognized the need for protecting a person's community property interest in property and therefore "Property of Another" would

include any property that is community property. Wooten would not be the exclusive owner of the property.

B. THE TRIAL COURT'S LIMITATION OF WOOTEN'S TRIAL COUNSEL'S CLOSING ARGUMENT DID NOT DENY WOOTEN A FAIR TRIAL.

The trial court did not improperly preclude Wooten's trial counsel from arguing that the refinancing of the house was relevant to the malicious mischief charge.

1. Standard Of Review.

A trial court's decision to limit the scope of closing argument is reviewed for abuse of discretion. *State v. Frost*, 160 Wn.2d 765, 771, 161 P.3d 361 (2007), *cert. denied* 552 U.S. 128, 118 S. Ct. 1070, 169 L.Ed.2d 815 (2008). The reviewing court will find abuse of discretion only if no reasonable person would take the view adopted by the trial court. *Id.* An erroneous decision limiting closing argument is subject to harmless error analysis. *Id.* at 781-82. To find harmless error the court must find "proof beyond a reasonable doubt that 'any reasonable jury would have reached the same result in absence of the error.'" *Id.* at 782, *citing State v. Guloy*, 104 Wn.2d 412, 426, 705 P.2d 1182 (1985), *cert. denied*, 475 U.S. 1020, 106 S. Ct. 1208, 89 L.3d.2d 321 (1986).

2. The Trial Court's Limitation Of Wooten's Trial Counsel's Argument Regarding The Financing Of The House Was Within The Trial Court's Discretion.

In the present case Wooten's trial counsel was attempting to discuss in his closing argument the mortgage Mr. Kohl took out on the house after entering into the contract with Wooten. 3 RP 82-83. The trial court opined that trial counsel was attempting to misstate and misconstrue the law and the financing of the house was irrelevant. 3RP 84-85, 88-89. The limitation had to do solely with regards to Mr. Kohl's financing of the house. The financing of the house was not relevant to whether or not Wooten was guilty of malicious mischief. A reasonable person would come to the same conclusion the trial court did in regards to the limitation of trial counsel's closing argument, therefore the trial court has not abused its discretion.

IV. CONCLUSION

The State proved Wooten maliciously damaged the property at 303 Hadaller and Wooten was not the exclusive owner of the property. This Court should affirm the Court of Appeals decision.

~~RESPECTFULLY submitted this 4th day of February, 2013.~~

JONATHAN L. MEYER
Lewis County Prosecuting Attorney



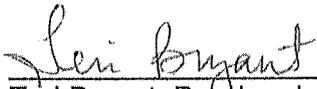
by: _____
SARA I. BEIGH, WSBA 35564
Attorney for Plaintiff

SUPREME COURT OF THE STATE OF WASHINGTON

STATE OF WASHINGTON,)	NO. 87855-2
Respondent,)	
vs.)	DECLARATION OF
)	EMAILING
DAVID ALLEN WOOTEN, JR.,)	
Appellant.)	
)	
)	

Ms. Teri Bryant, paralegal for Sara I. Beigh, Senior Deputy Prosecuting Attorney, declares under penalty of perjury under the laws of the State of Washington that the following is true and correct: On February 4, 2013, the appellant was served with a copy of the **Respondent's Supplemental Brief** by emailing same to counsel for the appellant at Griff1984@comcast.net.

DATED this 4th day of February, 2013, at Chehalis, Washington.



Teri Bryant, Paralegal
Lewis County Prosecuting Attorney Office

OFFICE RECEPTIONIST, CLERK

To: Teri Bryant; GRIFF1984 (griff1984@comcast.net)
Subject: RE: Supreme Ct. No. 87855-2, State of WA v. David Allen Wooten, JR.

Rec'd 2-4-13

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Teri Bryant [<mailto:Teri.Bryant@lewiscountywa.gov>]
Sent: Monday, February 04, 2013 2:47 PM
To: OFFICE RECEPTIONIST, CLERK; GRIFF1984 (griff1984@comcast.net)
Subject: Supreme Ct. No. 87855-2, State of WA v. David Allen Wooten, JR.

Attached for filing in the above referenced case is the Respondent's Supplemental Brief.

Thanks,

Teri Bryant, Paralegal
Lewis County Prosecuting Attorney
345 W Main St. 2nd Floor
Chehalis, WA 98532
(360) 740-1258