

NO. 62403-2-I

COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION I

STATE OF WASHINGTON,

Respondent,

v.

CHRISTOPHER GREEN AKA ELIJA GREENE,

Appellant.

FILED  
COURT OF APPEALS DIV. I  
STATE OF WASHINGTON  
2009 JUL 10 PM 4:45

APPEAL FROM THE SUPERIOR COURT FOR KING COUNTY

THE HONORABLE MICHAEL J. TRICKEY

**BRIEF OF RESPONDENT**

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**A. ISSUES PRESENTED**

1. Did the trial court properly refuse to deduct tax “gains” from the defendant’s restitution obligation where an offset is not statutorily required and where the victim would not “gain” in any event?

2. Were the trial court’s findings on restitution supported by substantial evidence where the court took extensive testimony and made factual findings that the losses were causally connected to the defendant?

**B. STATEMENT OF THE CASE**

Defendant Christopher Green aka Elija Greene (hereinafter Greene) was charged by information with seven counts of Theft in the First Degree. CP 1-4. The State alleged that between April 23, 2002, and January 9, 2004, Greene stole over \$70,000 from victim David Huchthausen’s business and personal bank accounts while working as a part-time bookkeeper for Huchthausen’s business, Somerset Properties Inc. CP 5-11. Greene pleaded guilty to four counts of Theft in the First Degree and one count of Theft in the

Third Degree. 1RP 1-22<sup>1</sup>; CP 13-16, 31-41. He agreed to pay restitution on all charged and uncharged counts relating to information contained within the discovery. CP 30, 54. Greene was sentenced to a standard range sentence of four months in work release followed by four months in home detention, with restitution to be determined at a later hearing. CP 61-70; 2RP 19-22. Because Greene disputed the total amount of restitution owed, a full evidentiary restitution hearing was held September 8-9, 2008. 3RP 1-87; 4RP 2-137.

The September hearing involved extensive testimony from victim David Huchthausen and from Elija Greene. The State and defense admitted twenty-six exhibits, many of them financial records. CP 381-83.

The evidence showed that Elija Greene was hired in October 2001 as a part-time bookkeeper (15 to 18 hours per week) to handle the accounts receivable and payable for Huchthausen's three business entities: Somerset Properties Inc., Weiss-

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<sup>1</sup> The Verbatim Report of Proceedings will be referred to as follows: 1RP is the plea hearing on January 30, 2008; 2RP is the sentencing hearing on March 15, 2008; 3RP is day one of the restitution hearing on September 8, 2008; and 4RP is day two of the restitution hearing on September 9, 2008. In addition, 4RP is strangely formatted with two possible page-numbering schemes; the State adopts the Appellant's choice of pagination, which is the number in the bottom center of each page.

Huchthausen Properties, and his personal business ventures (glass sculpture and real estate). 3RP 8-10, 14-17. Each entity had separate bank accounts from which checks were written and into which checks were deposited. 3RP 29. Handwritten and, subsequently, computer-based ledgers (via QuickBooks) were kept by the bookkeeper for each bank account and for each tenant property. 3RP 17-18, 23-24. Greene soon became a trusted employee who made few mistakes. 3RP 21.

Because Huchthausen traveled often, his practice was to leave behind blank signed checks for Greene to use as needed to pay the business expenses. 3RP 28-29. He did not know that Greene, from April 2002 until January 2004, made many of those presigned checks payable to himself or "Cash" and deposited them into his personal bank account, made them payable to personal creditors, or made them payable to his friends. See Ex. 9, 11, 12, 17. Greene also wrote unauthorized checks to Bank of America or "Cash" in order to purchase money orders, payable to himself or his friends. See Ex. 9, 11, 12, 17. To cover up his crimes, Greene falsified payee entries in the QuickBooks check registry or failed to note the check in the registry at all. See Ex. 9, 11, 12, 17.

Huchthausen testified that in 2003, his CPA took legal tax deductions for the embezzlement losses: \$16,634 in losses were claimed on his personal tax return (Ex. 25) and \$33,286 in losses were claimed on the corporate tax return for Somerset Properties, Inc. (Ex. 26).<sup>2</sup> 4RP 62-63. The resulting reduced tax liability is unknown. 4RP 62-64.<sup>3</sup> Huchthausen said that any amount recovered from Greene in restitution would be taxable as regular income. 4RP 67.

In his testimony, Greene admitted to “overbilling” Huchthausen in the amount of \$14,500 by writing checks to himself. 4RP 103. He refused to answer direct questions regarding falsifying the QuickBooks entries. 4RP 104.

Following all of the testimony and review of the numerous financial exhibits, the trial court held that the State presented evidence sufficient to prove by a preponderance of the evidence losses of \$16,633 from Huchthausen’s personal bank account and

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<sup>2</sup> The \$16,634 is the same amount as ordered in restitution to compensate for losses to Huchthausen’s personal account; the \$33,286 is approximately \$20,000 less than the restitution ordered to compensate for losses to the Somerset Properties account. 4RP 130-32. This discrepancy is not explained.

<sup>3</sup> The prosecutor speculated that if Huchthausen was in the 35 percent tax bracket, his reduced liability would amount to approximately \$10,000. 4RP 64. Huchthausen did not feel comfortable confirming that figure without more information from his accountant. Id.

\$53,127.44 from the Somerset Properties bank account. 4RP 131. The trial court denied the State's request for losses associated with the Weiss-Huchthausen account (amounting to \$1,520) and for alleged payroll overbilling (amounting to \$2,025), explaining that there was insufficient proof in the record to support those losses. 4RP 131-32. The court also denied Greene's request to offset the restitution owed by the amount of tax deductions taken by Huchthausen for his losses. 4RP 132. The court signed an order of restitution for a total of \$69,761.36. CP 217-18.

**C. ARGUMENT**

- 1. RESTITUTION OF \$69,661.36<sup>4</sup> WAS PROPER BECAUSE THE LOSSES WERE DOCUMENTED BY SUBSTANTIAL CREDIBLE EVIDENCE AND PROVEN BY A PREPONDERANCE OF THE EVIDENCE TO BE CAUSALLY CONNECTED TO GREENE'S CRIMES.**

Greene contends that the trial court abused its discretion by (1) refusing to offset the total restitution owed by the amount of the tax deduction taken by the victim for the losses incurred as a result of the embezzlement, and (2) ordering restitution for specific

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<sup>4</sup> This amount is \$100 less than what was actually ordered by the trial court. The State concedes that there is insufficient evidence supporting one \$100 check the trial court determined to be a legitimate loss. See infra, at 19.

checks and money orders that he claims lacked sufficient evidence in the record to support a causal connection. The trial court cannot and should not offset the restitution owed with tax deductions because the victim must pay regular income taxes on any restitution received. In regard to the disputed amounts, all but \$100 is supported by credible evidence in the record linking the defendant to the loss.<sup>5</sup>

a. General Law.

A court's authority to order restitution as a condition of sentence for a criminal offense is purely statutory. State v. Smith, 119 Wn.2d 385, 389, 831 P.2d 1082 (1992). Restitution pursuant to a felony conviction is governed by the Sentencing Reform Act of 1981 (SRA) under RCW 9.94A.030(42) and RCW 9.94A.753.

Those statutes provide as follows:

“Restitution’ means a specific sum of money ordered by the sentencing court to be paid by the offender to the court over a specified period of time as payment of damages. The sum may include both public and private costs.” RCW 9.94A.030(42).

“[R]estitution ordered by a court pursuant to a criminal conviction shall be based on easily ascertainable

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<sup>5</sup> Greene specifically challenges \$21,790.28 of the total restitution ordered. The State assumes that Greene concedes that the remaining \$47,971.08 was properly ordered other than the court's refusal to offset with the tax deduction.

damages for injury to or loss of property, actual expenses incurred for treatment for injury to persons, and lost wages resulting from injury. Restitution shall not include reimbursement for damages for mental anguish, pain and suffering, or other intangible losses, but may include the costs of counseling reasonably related to the offense. The amount of restitution shall not exceed double the amount of the offender's gain or the victim's loss from the commission of the crime." RCW 9.94A.753(3).

The language of the restitution statute is intended to grant broad powers of restitution to the courts. State v. Davison, 116 Wn.2d 917, 920, 809 P.2d 1374 (1991). Courts reject overly technical constructions that would allow an offender to avoid just punishment. Davison, 116 Wn.2d at 922. Imposition of restitution is generally within the sound discretion of the trial court and is reviewed under an abuse of discretion standard. Id. at 919. A trial court's factual findings are upheld as long as there is substantial evidence to support them in the record; a reversal occurs only if the record lacks sufficient evidence from which a rational person could conclude the challenged finding is true. State v. Halstien, 122 Wn.2d 109, 128-29, 857 P.2d 270 (1993).

The loss must be causally connected to the crime. State v. Kinneman, 155 Wn.2d 272, 286, 119 P.3d (2005); RCW

9.94A.753.<sup>6</sup> Losses are causally connected if, but for the charged crime, the victim would not have incurred the loss. State v. Tobin, 161 Wn.2d 517, 524, 166 P.3d 1167 (2007); Kinneman, 155 Wn.2d at 287-88. In determining whether a causal connection exists, the court must look to the underlying facts of the charged offense, not the name of the crime to which the defendant entered a plea. State v. Landrum, 66 Wn. App. 791, 799, 832 P.2d 1359 (1992). It is the State's burden to prove the causal relationship by a preponderance of the evidence. Tobin, 161 Wn.2d at 524.

Restitution must be based on easily ascertainable damages for injury to or loss of property, actual expenses incurred for medical treatment, and lost wages. RCW 9.94A.753(3). However, those losses need not be established with precision. Kinneman, 155 Wn.2d at 285. "Evidence supporting restitution is sufficient if it affords a reasonable basis for estimating loss and does not subject

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<sup>6</sup> RCW 9.94A.753(5): "Restitution shall be ordered whenever the offender is convicted of an offense which results in injury to any person or damage to or loss of property...unless extraordinary circumstances exist which make restitution inappropriate in the court's judgment and the court sets forth such circumstances in the record."

the trier of fact to mere speculation or conjecture.” Id. (quoting State v. Fleming, 75 Wn. App. 270, 274, 877 P.2d 243 (1994)).

The court is not limited to only simple calculations in its effort to comply with the “easily ascertainable” standard. Kinneman at 285.

The court has discretion to order restitution up to double the amount of the offender’s gain or the victim’s loss. RCW 9.94A.753(3).

b. The Victim’s Tax Deduction For Embezzlement Losses Does Not Offset Restitution.

Greene contends that by claiming federal tax deductions on his personal and corporate returns, Huchthausen has already been partially compensated for the losses from the embezzlement. This argument has no merit.

The trial court properly refused to consider Huchthausen’s tax deduction for two reasons. First, theft losses must be claimed in the tax year they are discovered by the victim, and any restitution distributions received by the victim in later years would be taxed as

regular income. See IRC § 1.165-1(d)(2)(iii), (d)(3).<sup>7</sup> Thus, Huchthausen is not unduly enriched because his tax deduction will be erased by his subsequent payment of taxes on restitution he receives from Greene. Meanwhile, Greene would unjustly benefit by lowering his restitution obligation below what the victim lost and what he gained.

Second, RCW 9.94A.753(3) requires the court to order restitution for “easily ascertainable damages,” which may include up to double *either* the amount of the offender’s gain *or* the victim’s loss. If restitution is based on the offender’s gain, the precise amount of loss is irrelevant, suggesting that the legislature did not

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<sup>7</sup> The pertinent sections of Internal Revenue Code section 1.165-1 read as follows:

IRC § 1.165-1(d)(2)(iii): If the taxpayer deducted a loss in accordance with the provisions of this paragraph and in a subsequent taxable year receives reimbursement for such loss, he does not recompute the tax for the taxable year in which the deduction was taken but includes the amount of such reimbursement in his gross income for the taxable year in which received, subject to the provisions of section 111, relating to recovery of amounts previously deducted.

IRC § 1.165-1(d)(3): Any loss arising from theft shall be treated as sustained during the taxable year in which the taxpayer discovers the loss (see § 1.165-8, relating to theft losses). However, if in the year of discovery there exists a claim for reimbursement with respect to which there is a reasonable prospect of recovery, no portion of the loss with respect to which reimbursement may be received is sustained, for purposes of section 165, until the taxable year in which it can be ascertained with reasonable certainty whether or not such reimbursement will be received.

intend to cap restitution at a victim's precise loss. Nowhere does the statute discuss offsetting that amount to take into account tax deductions, insurance proceeds, or similar immediate measures that a victim may necessarily enter into to preserve his business or personal financial situation in the short term.

Randall v. Loftsgaarden, 478 U.S. 647, 106 S. Ct. 3143, 92 L. Ed. 2d 525 (1986) is an analogous situation. In that case, the Court considered whether the rescissory recovery available to a defrauded tax shelter investor must be reduced by any tax benefits the investor received from the investment under the statutes of §12(2) of the Securities Act of 1933 or §10(b) of the Securities and Exchange Act of 1934. Randall, 478 U.S. at 650. Following a thorough analysis, the Court held that neither §12(2) nor §10(b) authorizes an offset of tax benefits received by a defrauded investor against the investor's recovery. Id. at 660, 667.

Though Randall is largely a statutory construction case, the general principles invoked by the Court are relevant to any restitution situation where tax benefits are asserted to offset the total payments owed to the victim. The Court pointed out that tax

deductions have no value in themselves (that is, they are not income or assets), and that the economic benefit derived arises only by offsetting those deductions against income received from other sources. Id. at 656-57. The Court also noted how the tax laws cancel out any “windfall” the victim might receive as a result of tax benefits because any recovery is taxable as ordinary income. Id. at 663-64, *citing* Hillsboro National Bank v. Commissioner, 460 U.S. 370, 103 S. Ct. 1134, 75 L. Ed. 2d 130 (1983); Brief for United States and SEC as *Amici Curiae* 25. Finally, the Court considered that the legislative intent behind permitting the remedy of rescission for defrauded investors was to provide both a measure of deterrence and to compensate victims. Randall, 478 U.S. at 659. Similarly, restitution by a defendant convicted of a crime in Washington is both punitive and compensatory. Kinneman, 155 Wn.2d at 279.

In our case, the trial court was correct in not offsetting the restitution owed by the amount of the tax deduction, and did not abuse its discretion in making that determination.

c. The Trial Court Properly Ordered Restitution For The Disputed Losses Because There Is Substantial Evidence To Support Those Losses By A Preponderance Of The Evidence.

Greene disputes the award of restitution for certain checks and money orders (listed in Appellant's Brief at 16-18), claiming that there is insufficient evidence in the record to link those transactions to Greene. The State disagrees with that assertion. With the exception of one check (#13587 for \$100, dated 12/05/02, from Ex. 12), the testimony and financial documentation provide substantial evidence to establish a causal connection between Greene and the losses suffered by Huchthausen. Factual findings are upheld as long as there is substantial evidence to support them in the record. Halstien, 122 Wn.2d at 128-29.

General factual findings made by the court are important to note in this case. The prosecutor argued that all of the checks in the record were made out by the same distinctive hand, with the exception of a word here and there. 4RP 128-29. In addition, Greene admitted to stealing money by means of writing checks to himself. 4RP 103-04. The court "didn't see any issues with the handwriting." 4RP 131. The court also found: "I thought Mr. Huchthausen's testimony about how David could – or

Mr. Greene, excuse me -- could disguise his handwriting credible in that regard.” 4RP 131. By virtue of this factual finding regarding the handwriting, the court agreed that the checks and money orders were all completed by Greene.

Greene suggested that multiple other employees could have access to the bookkeeper’s computer in order to alter entries in the QuickBooks data. 4RP 83. He explained that although his computer wasn’t password protected, he did hide the QuickBooks program in a folder so that the access to it was not obvious. Id. Huchthausen testified that his other employees were completely disconnected from the real estate functions and had no access to bookkeeping records. 3RP 11. The court specifically stated that it “didn’t see any other issues with regard to access to the computers or anything like that.” 4RP 131. With this finding, the trial court rejected Greene’s argument that others may be responsible for the losses.

Each disputed check is discussed below. Some discussions are combined because the causal connections are made by looking at the evidence of two checks in conjunction with each other.

Disputed Checks From Exhibit 9 (see App. B of Appellant's Brief)<sup>8</sup>

- **Check #5144 for \$2,350.50, payable to S.A. Sweeney, dated 11/17/03:** This check is a supportable loss despite the fact that it is not made payable to Greene or deposited into his bank account. The check is clearly made out in Greene's distinctive handwriting. The memo line of the check indicates "Deposit Refund 404"; however, there is no evidence (and Greene did not argue) that "S.A. Sweeney" was a tenant, and the amount is for substantially more than a typical deposit refund (see, e.g., Ex. 23, which lists deposit refunds to Adam Lorte and Charles McColm for \$650).

Upon review of a series of fraudulent money orders separate from this specific check, Huchthausen testified that he knew that "Rachel" and "Stacy" Sweeney (to whom one of the money orders was made out<sup>9</sup>) were friends of Greene. 3RP 49-50; Ex. 12 (see Appellant's Brief, App. D). It is logical to conclude that S.A. Sweeney and Stacy Sweeney are the same person. Given the totality of the circumstances, there is substantial evidence to support the trial court's finding that this is a fraudulent check connected to the defendant's criminal acts.

- **Check #5234 for \$2,535.98, payable to MBNA, dated 11/21/03, and Check #4057 for \$1,653.00, payable to MBNA America, dated 1/9/04:** These disputed checks are also in Greene's handwriting. In the check registry, Check #5234 indicates the payee as "Walls Plus." See Ex. 9. Check #4057 is not listed in the register. See Ex. 9. There are no other checks payable to MBNA between 4/3/02 and 1/20/04. See Ex. 14 (list of all checks written from Somerset Properties account).

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<sup>8</sup> Greene attached each disputed check to his brief in various appendices. Rather than duplicate that effort, the State for the most part merely refers to the Appellant's appendices.

<sup>9</sup> Greene also disputes the money order payable to Sweeney; see item entitled Money Order for \$696.37, below.

Huchthausen was unaware of any corporate or personal relationship with MBNA. 4RP 13. All of this information together supports a finding that the checks were fraudulently written by Greene, and likely submitted for payment of his own personal credit card.

Disputed Checks From Exhibit 11 (see App. C of Appellant's Brief)

- **Check #3976 for \$3,369.19 payable to Cash, dated 9/9/02, and Check #4027 for \$1,958.48, payable to B of A, dated 11/25/02:** The majority of writing on these two checks is in Greene's distinctive hand, with the possible exception of the word "Cash" on the first check and "B of A" on the second. Check #3976 is not listed at all in the QuickBooks check registry. See Ex. 11. Check #4027 is listed in the check registry as payable to Pioneer Plumbing. See Ex. 11; 4RP 14. The connection between the two checks is that each memo line indicates at least in part "Inv. #1-08-99." Huchthausen could not provide an explanation for these expenditures. 4RP 14. Given the failure to properly record these two checks in the check register, the common unknown invoice number on the memo line, and the fact that Greene clearly wrote out these checks, the court properly found that these were legitimate losses caused by Greene.
- **Check #3981 for \$1958.40, payable to B of A, dated 9/19/02:** All sections of this check appear to be in Greene's handwriting, with the possible exception of the word "B of A." This particular check was listed as "Void" in the check registry. See Ex. 11. The amount is nearly identical to Check #4027, also payable to B of A, *supra*. The court found that Greene rarely deviated from his approach of theft – that is, writing out checks and falsifying the check registry in some way to cover up his crime. 4RP 131. This check is well within that pattern and connected to Greene in multiple ways.
- **Check #4055 for \$2,843.50, payable to B of A, dated 12/9/02:** All sections of this check appear to be in Greene's handwriting, with the possible exception of

payee "B of A." This particular check was listed in the check register as payable to Schwabe Williamson (a medical firm). See Ex. 11; 4RP 14. As previously stated, the court found that Greene rarely deviated from his approach of theft, and that the claim that someone else falsified the check register was not substantiated. 4RP 131. This check is within the established pattern of theft and connected to Greene.

Disputed Checks From Exhibit 12 (see App. D of Appellant's Brief)

- **Money Order for \$696.37, payable to Stacy Sweeney, dated 10/21/03:** Exhibit 12 deals with the losses on David Huchthausen's personal Bank of America account. In most instances, checks were written from the account to Cash or to "B of A" in order to purchase corresponding money orders. Greene fails to provide the court in his Appendix D with the corresponding check that was used to purchase this disputed money order. The State is attaching copies of both the check and the disputed money order in State's Appendix A.

This particular money order was purchased with Check #14397 for \$696.37 on 10/21/03. Check #14397 appears to be in Greene's distinctive handwriting. (See discussion, *supra*, for Check #5144, showing the evidentiary connection between Greene and Stacy Sweeney.) This money order was listed in the check register as being payable to Paul Hupp, an antiques dealer known to Huchthausen. 3RP 49-50; see Ex. 12. If it was a legitimate money order for a legitimate vendor, then Greene would have no reason to list someone different in the check register.

- **Check #14500 for \$1,595.17, payable to Cash, dated 10/29/03:** Greene claims that there is no documentation for this claimed loss and it should thus be rejected. State's Appendix B provides the actual documentation connected to this loss and to the handwritten note referenced by Greene indicating that there was an

undocumented money order at Washington Mutual Bank (WAMU).<sup>10</sup>

The attached documentation shows that a check payable to Cash was made out on 10/29/03 in Greene's handwriting for the precise amount of the disputed money order. Greene's personal bank account statement at WAMU shows that he made a deposit to his account of that precise amount -- \$1,595.17 -- on 10/29/03. See Ex. 21 (relevant page attached as App. C). However, the listing in the check register fraudulently indicates that this amount was payable to Schott Glass. Ex. 12. The fact that Greene deposited the same amount of money into his personal bank account on the same day the check was written, and then falsified the entry in the check register, proves that this is a fraudulent transaction.

- **Check #13090 for \$729.69, payable to Cash, dated 4/25/02:** This check is entirely in Greene's handwriting. According to Greene's personal bank account statement, a deposit was posted to his account on 4/29/02 for \$809.69 – exactly \$80 more than the disputed check. See Ex. 21 (relevant page attached as App. D). While we lack the supporting deposit slip documentation to show that the \$729.69 check was one of the items deposited, this evidence is still sufficient to prove by a preponderance of the evidence, given the entire scheme of fraud, that this is a legitimate loss.
- **Check #13222 for \$2,000, payable to Cash, dated 7/11/02:** This check is entirely in Greene's handwriting. According to Greene's personal bank account statement, a deposit was posted to his account on 7/12/02 for \$2,000.00. See Ex. 21 (relevant page attached as App. E). There is no entry at all in the check registry for Check #13222. See Ex. 12. These combined facts are sufficient to prove by a preponderance of the evidence the fraudulent nature of this transaction.

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<sup>10</sup> There is no explanation for why the paperwork in the record indicates an unprocessed teller trade of \$9,752,286.75. This appears to be paperwork provided by the bank in error.

- **Check #13587 for \$100, payable to Cash, dated 12/4/02:** The State concedes that there is insufficient evidence in the record to connect this particular check to Greene as a fraudulent transaction.

Clearly, once one examines each check in conjunction with the entire record, rather than in isolation, the evidence is substantial and credible to support a finding that each item is a legitimate loss incurred by David Huchthausen as a result of Greene's fraudulent acts.

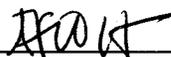
**D. CONCLUSION**

For all the foregoing reasons, the State respectfully asks the Court to affirm the trial court's order of restitution in this case in the amount of \$69,661.36, and remand back to the trial court for entry of an order in that revised amount.

DATED this 10<sup>th</sup> day of July, 2009.

Respectfully submitted,

DANIEL T. SATTERBERG  
King County Prosecuting Attorney

By:   
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Deputy Prosecuting Attorney  
Attorneys for Respondent  
Office WSBA #91002

# Appendix A

Amount: \$696.37  
Account: 27649615  
Bank Number: 12500002  
Check Number: 4397  
Sequence Number: 1150026256  
Capture Date: 10/21/03

DAVID R. HUCHTHAUSEN  
THE BEMIS BUILDING SUITE 401  
55 S. ATLANTIC ST.  
SEATTLE, WA 98134

14397

DATE 21 OCT 2003

19-2/1250 WA  
30502

PAY TO THE  
ORDER OF

*B of A*

\$ 696.37

*SIX HUNDRED NINETY SIX AND 37/100*

DOLLARS

Bank of America



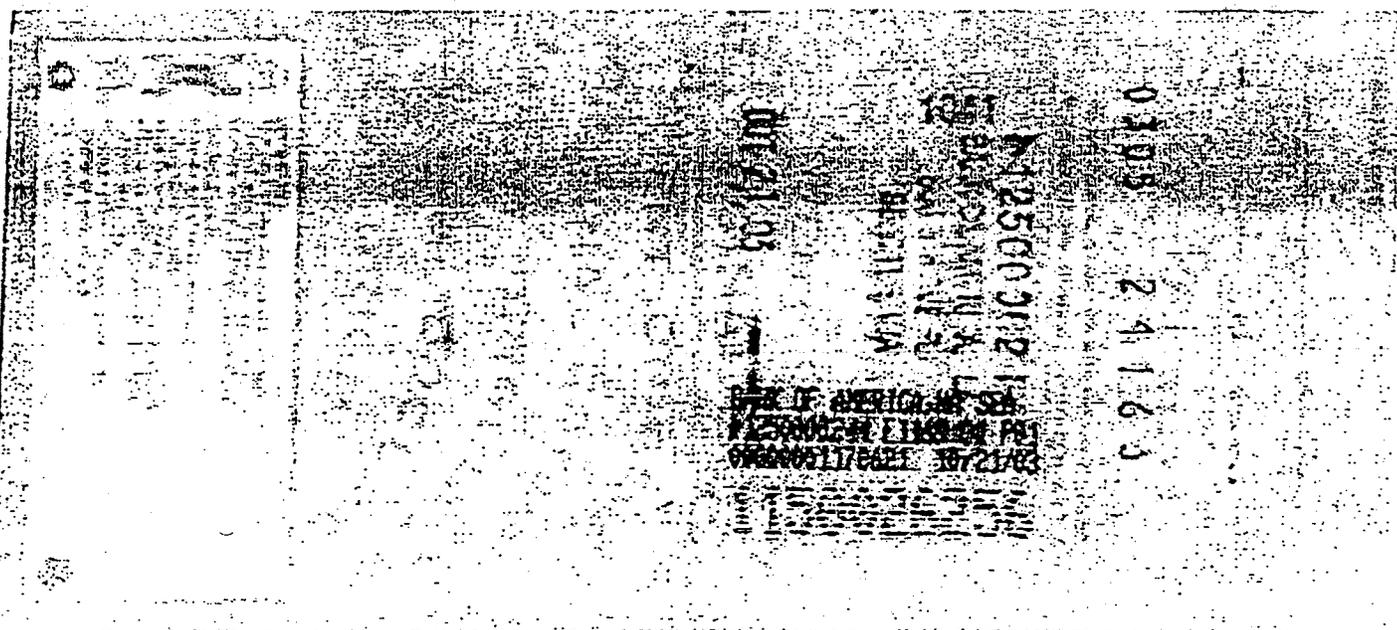
Premier Banking

Industrial 030502  
Washington

3053061585 10/21/03

696.37

⑆125000024⑆ 27649615 ⑆15⑆ 4397 ⑆0000069637⑆



Check #4397

Amount: \$696.37  
Account: 2138932  
Bank Number: 12500002  
Check Number: 3050391780  
Sequence Number: 1050865061  
Capture Date: 10/23/03

Bank of America

PERSONAL MONEY ORDER

19-2  
1250

CK# 3050391780

ISSUE DATE: October 21, 2003

VOID AFTER 90 DAYS

PAY \*\*\*\$696.37\*\*\*  
NOT VALID OVER \$1,000  
AMOUNT  
\*\*\*\$696.37\*\*\*

Pay to the order of

*Stacy Sweeney*

Bank of America, N.A., Seattle, Washington  
DRAWEE ASSUMES NO LIABILITY BEYOND THAT OF DRAWEE  
ON ORDINARY DRAFTS.

DRAWER

DRAWER SIGNATURE

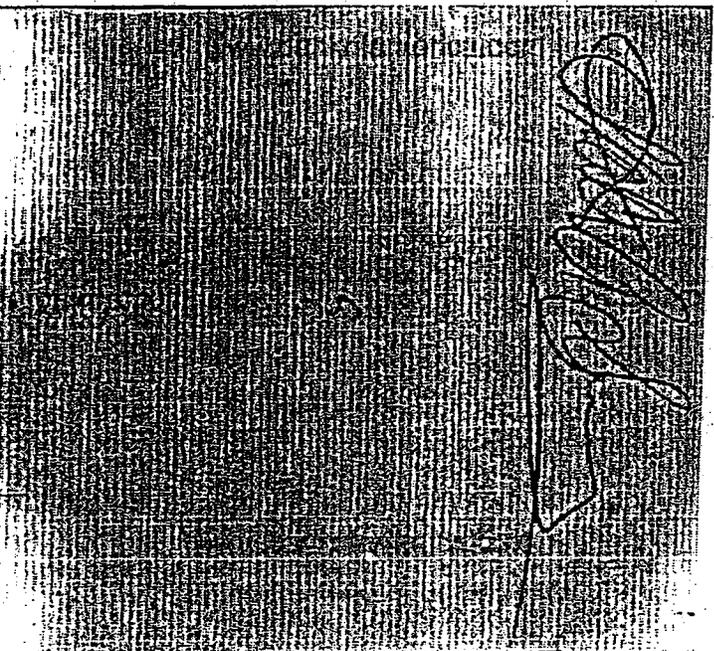
*[Signature]*

⑈3050391780⑈ ⑆12500002⑆ 2138 932⑈ 522 ⑆0000069637⑆

4298251

1050865061

⑈3050391780⑈



# Appendix B



Check # 4500

Amount: \$9,752,286.75  
Account: 1170597  
Bank Number: 50099986  
Check Number: 726869  
Sequence Number: 1150709508  
Capture Date: 10/31/03

Bank of America  
INTERNAL RECONCILING

UNPROCESSED TELLER TRADES  
1170 597

CREDIT

726869

RC# 099986

TRAN CODE  
68

WA MUTUAL BANK

AMOUNT  
9,752,286.75

PREPARED BY: DAO  
APPROVED BY (as required):  
DATE: 10/31/03

⑈726869⑈ ⑆500999860⑆ 1170 597⑈

68⑈0975228675⑈

# 1,595.<sup>17</sup>

MO. @ WASHINGTON MUTUAL  
(ELITA GREEN'S BANK)

1150709508

8847958-08/03  
47-08-6093D 01-2003

# Appendix C



THE FEE FOR EACH OVERDRAWN TRANSACTION,  
WHETHER PAID OR RETURNED, IS \$22.00.

TO REACH CUSTOMER SERVICE, PLEASE CALL  
TELEPHONE BANKING AT 1-800-788-7000.

1340000017350

28,328

07-X-83

ELIJA GREENE  
4118 39TH AVE SW  
SEATTLE WA 98116-4206

STATEMENT PERIOD:  
FROM 10-11-03  
THRU 11-13-03

BEGINNING JANUARY 1, 2004, YOU MAY USE YOUR WASHINGTON MUTUAL  
VISA (R) CHECK CARD WHERE VISA DEBIT CARDS ARE ACCEPTED, BUT NOT AT  
MERCHANTS DISPLAYING THE 'VISA (R) CREDIT CARD' LOGO.

FREE CHECKING

WASHINGTON MUTUAL BANK

FDIC INSURED

ELIJA GREENE

ACCOUNT NUMBER:

134-354963-0

YOUR OVERDRAFT LIMIT, AS OF THE STATEMENT END DATE,  
WAS \$ 1,000.00. THIS MAY BE CHANGED AT ANY TIME  
WITHOUT NOTICE. OVERDRAFTS ARE SUBJECT TO A PER  
TRANSACTION CHARGE. SEE REVERSE FOR MORE INFORMATION.

BEGINNING BALANCE	TOTAL WITHDRAWALS	TOTAL DEPOSITS	ENDING BALANCE
703.75	10,189.50	10,661.28	1,175.53

YTD INTEREST PAID .00  
YTD INTEREST WITHHELD .00

DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION		
10/14	100.87		POS SOU THE HOME	6810 SOUTH 180TH STREET	01 1011
10/14	195.10		POS TARGET 0627	301 STRANDER BOULEVARD	92 1011
10/14	186.94		POS TARGET 0637	2800 SW BARTON	36 1012
10/14		3,385.00	ATM-NCHG S1A02813	4501 CALIFORNIA AVE.,	82 1014
10/14	40.00		ATM-NCHG S1A02813	4501 CALIFORNIA AVE.,	83 1014
10/14	59.48		POS SAFEWAY STO	4754 42ND AVE S W	26 1014
10/14	19.95		VISA-ADAM MAIL	800-794-3316 NC	
10/16	54.90		POS PETCO #0262	4732 CALIFORNIA AVE	99 1016
10/16	28.13		POS SAFEWAY STO	4754 42ND AVE S W	58 1016
10/16	152.19		VISA-MAGIC HOUSE TOYS	SEATTLE WA	
10/16	91.94		VISA-MAGIC HOUSE TOYS	SEATTLE WA	
10/17	70.00		VISA-CAFE BENGODI	SEATTLE WA	
10/17	168.75		VISA-APPLE COMPUTER	800-676-2775 TX	
10/20	110.49		POS SAFEWAY STO	4754 42ND AVE S W	02 1020
10/20	135.75		VISA-COMCAST CABLE	877-824-2288 WA	
10/20	126.50		VISA-ASTROGRAPH	831-425-3686 CA	
10/20	124.75		VISA-ITUNES MUSIC	866-712-7753 TX	
10/20	55.12		VISA-ITUNES MUSIC	866-712-7753 TX	
10/20	9.99		VISA-UREACH	888-506-7790 NJ	
10/20	173.78		VISA-TABOO VIDEO #1	SEATTLE WA	
10/21	18.17		VISA-PEPE'S ON THE AVE	SEATTLE WA	
10/21	12.49		VISA-UNIVERSITY	SSEATTLE WA	
10/21	22.00		OVERDRAFT CHARGE		
10/21	22.00		OVERDRAFT CHARGE		
10/21	22.00		OVERDRAFT CHARGE		
10/21	22.00		OVERDRAFT CHARGE		
10/21	22.00		OVERDRAFT CHARGE		
10/22		1,868.11	CUSTOMER DEPOSIT		
10/22	141.21		POS SAFEWAY STO	4754 42ND AVE S W	46 1022
10/22	22.00		OVERDRAFT CHARGE		

1340000017350

28,329

07-X-83

 ELIJA GREENE  
 4118 39TH AVE SW  
 SEATTLE WA 98116-4206

 STATEMENT PERIOD:  
 FROM 10-11-03  
 THRU 11-13-03

0

FREE CHECKING		(CONTINUED FROM PREVIOUS PAGE)		ACCOUNT NUMBER: 134-354963-0
DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION	
10/22	22.00		OVERDRAFT CHARGE	
10/23	82.65		VISA-OFFICE MAX 0000SEATTLE WA	
10/24	111.50		ATM-CHG 00305 *2764 1ST AVENUE SOUTHSEATTLE	03 1024
10/24		1,188.00	CUSTOMER DEPOSIT	
10/24	42.57		POS WEST SEATTLE 4201 S.W. MORGAN SEATTLE	73 1024
10/24	718.84		VISA-APPLESTORE UNIV, VSEATTLE WA	
10/24	29.96		VISA-ADAM MAIL 800-794-3316 NC	
10/27	117.67		POS SAFEWAY STO 4754 42ND AVE S W SEATTLE	34 1027
10/27	594.48		VISA-APPLESTORE UNIV, VSEATTLE WA	
10/29			ATH-NCHG S1E02812 4306 S.W. EDMUNDS SEATTLE	94 1029
10/29	40.00		ATH-NCHG S1E02812 4306 S.W. EDMUNDS SEATTLE	95 1029
10/29	33.31		POS ALKI MARKET 2820 ALKI AVE SW SEATTLE	01 1029
10/29	123.90		VISA-AT&T WS#0034086688800-8887600 WA	
10/31	139.63		POS SAFEWAY STO 2622 CALIFORNIA AVE SWSEATTLE	35 1031
10/31	694.14		VISA-APPLESTORE UNIV, VSEATTLE WA	
10/31	38.04		VISA-ITUNES MUSIC STORE866-712-7753 TX	
10/31	33.00		VISA-MOUNTAIN ASTROLOGES530-4778839 CA	
11/03	29.48		POS 7 ELEVEN 2 4415 22 35TH SW SEATTLE	70 1102
11/03	612.48		POS CNS IKEA - U 600 SW 43RD ST RENTON	75 1102
11/03	50.00		AUTOMATIC SAVINGS PLAN DEBIT	
11/03	80.00		VISA-ITUNES MUSIC STORE866-712-7753 TX	
11/05	119.26		POS SAFEWAY STO 4754 42ND AVE S W SEATTLE	14 1105
11/05	55.29		POS 7 ELEVEN 2 3801 CALIFORNIA AV SEATTLE	70 1105
11/06	22.00		OVERDRAFT CHARGE	
11/06	22.00		OVERDRAFT CHARGE	
11/07		875.00	ATM-NCHG S1A02813 4501 CALIFORNIA AVE., SEATTLE	93 1107
11/07	400.00		ATM-NCHG S1A02813 4501 CALIFORNIA AVE., SEATTLE	94 1107
11/07	17.40		POS PETCO #0262 4732 CALIFORNIA AVE SWSEATTLE	57 1107
11/07	96.16		POS SAFEWAY STO 4754 42ND AVE S W SEATTLE	73 1107
11/07	17.19		VISA-KENTUCKY FRIED CHISEATTLE WA	
11/07	22.00		OVERDRAFT CHARGE	
11/10	159.46		VISA-BURIEN GOODWILL BURIEN WA	
11/10	217.55		VISA-COMPUSA #457 TUKWILA WA	
11/10	56.52		VISA-RADIO SHACK 0013SEATTLE WA	
11/10	70.68		VISA-RADIO SHACK 0013SEATTLE WA	
11/12		1,750.00	ATM-NCHG S1A02813 4501 CALIFORNIA AVE., SEATTLE	57 1111
11/12	40.00		ATM-NCHG S1A02813 4501 CALIFORNIA AVE., SEATTLE	58 1111
11/12	34.34		POS SAFEWAY STO 4754 42ND AVE S W SEATTLE	64 1112
11/12	29.00		VISA-ODYSSEY SEATTLE WA	
11/12	75.00		VISA-OUTBACK STEAKHOUSE TUKWILA WA	
11/12	22.00		OVERDRAFT CHARGE	
11/12	22.00		OVERDRAFT CHARGE	
11/12	22.00		OVERDRAFT CHARGE	
11/13	5.00		PERSONAL BILL PAY SERVICE CHARGE	
11/13	1.50		ATM WITHDRAWAL FEE - DOMESTIC	



# Washington Mutual

13400000017350

28,330

07-X-83

ELIJA GREENE  
4118 39TH AVE SW  
SEATTLE WA 98116-4206

STATEMENT PERIOD:  
FROM 10-11-03  
THRU 11-13-03

0

FREE CHECKING

(CONTINUED FROM PREVIOUS PAGE)

ACCOUNT NUMBER: 134-354963-0

**DETAIL OF CHECKS PAID:**

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
2052	10/15	1,250.00	2054	10/15	35.00			
2053	10/15	1,550.00	*2056	11/06	26.00			

NOTE: \* INDICATES CHECK OUT OF SEQUENCE

STATEMENT SAVINGS

WASHINGTON MUTUAL BANK

FDIC INSURED

ELIJA GREENE

ACCOUNT NUMBER:

293-690032-0

BEGINNING BALANCE	TOTAL WITHDRAWALS	TOTAL DEPOSITS	ENDING BALANCE
2.14	3.00	53.00	52.14

INTEREST EARNED: .00      ANNUAL PERCENTAGE YIELD EARNED : .00 %      YTD INTEREST PAID : .51  
 YTD INTEREST WITHHELD: .00

DATE      WITHDRAWALS      DEPOSITS      TRANSACTION DESCRIPTION

DD

DETAIL OF CHECKS PAID:  
 DETAIL OF CHECKS PAID: (CONTINUED)

DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION
11/03		50.00	AUTOMATIC SAVINGS PLAN CREDIT
11/13	3.00		SERVICE CHARGE
11/13		3.00	REFUND SERVICE CHARGE

# Appendix D



THE FEE FOR EACH OVERDRAWN ITEM,  
WHETHER PAID OR RETURNED, IS \$22.00.

TO REACH CUSTOMER SERVICE, PLEASE CALL  
TELEPHONE BANKING AT 1-800-756-8000.

13400000017350

23,059

07-X-83

ELIJA GREENE  
6547 42ND AVE SW APT 1  
SEATTLE WA 98136-1860

STATEMENT PERIOD:  
FROM 04-11-02  
THRU 05-10-02

0

GIVE THE GIFT THAT MAKES WISHES COME TRUE. AMERICAN EXPRESS(TM) GIFT CHEQUES!  
AVAILABLE IN FACE VALUES OF \$25, \$50 OR \$100.  
STOP BY ANY WASHINGTON MUTUAL FINANCIAL CENTER TODAY.

FREE CHECKING	WASHINGTON MUTUAL BANK	FDIC INSURED	
ELIJA GREENE	ACCOUNT NUMBER:	134-354963-0	
	OVERDRAFT LIMIT	1,000.00	
	SUBJECT TO A PER ITEM OVERDRAFT TRANSACTION CHARGE		
BEGINNING BALANCE	TOTAL WITHDRAWALS	TOTAL DEPOSITS	ENDING BALANCE
26.06	3,951.02	4,541.09	616.13
		YTD INTEREST PAID :	.00
		YTD INTEREST WITHHELD:	.00

DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION
04/12		119.63	VISA-COMPUTER STORE OF SEATTLE WA
04/15		75.00	OLB TRANSFER FROM 2936900320
04/15		320.00	ATM-NCHG S1A02708 4201 SW MORGAN STREET SEATTLE 68 0415
04/16	9.82		POS TEXACO SERVI 6540 CALIFORNIA AVE SWSEATTLE 72 0416
04/17	9.58		POS TEXACO SERVI 6540 CALIFORNIA AVE SWSEATTLE 49 0417
04/17	103.35		VISA-OTDIRECT 716-3370405 NY
04/18	15.21		POS WEST SEATTLE 4201 S.W. MORGAN SEATTLE 88 0418
04/18	60.00		ATM-NCHG S1A02708 4201 SW MORGAN STREET SEATTLE 49 0418
04/18	10.92		VISA-PIZZA H013928 3830SEATTLE WA
04/18	14.99		VISA-EMUSIC.COM 650-2160200 CA
04/19	200.00		ATM-CHG WA033909 6540 CALIFORNIA AVE SEATTLE 21 0418
04/23		1,673.94	CUSTOMER DEPOSIT
04/23	195.00		ATM-CHG WA033909 6540 CALIFORNIA AVE SEATTLE 98 0423
04/23	39.99		POS WEST SEATTLE 4201 S.W. MORGAN SEATTLE 12 0423
04/24		.09	PAYPAL VERIFYBANK 100000006171647
04/24		.24	PAYPAL VERIFYBANK 200000006171647
04/24	79.57		POS RITE AID #52 5217 CALIFORNIA AVE, SSEATTLE 63 0424
04/24	40.00		ATM-CHG WA033909 6540 CALIFORNIA AVE SEATTLE 32 0424
04/25	641.12		VISA-PayPal 402-935-7733 CA
04/25	97.69		VISA-AMAZON.COM *SUPER800-201-7575 WA
04/26	63.21		VISA-COI*FRY'S OUTPOST 800-856-9800 CT
04/26	16.99		PAYPAL TRANSFER 549480541
04/26	390.00		PAYPAL TRANSFER 549477944
04/29			ATM-NCHG S1A02708 4201 SW MORGAN STREET SEATTLE 00 0427
04/29	20.76		VISA-PIZZA H013928 3830206-935-2707 WA
04/29	165.00		PAYPAL TRANSFER 550927298
04/30	11.62		POS TEXACO SERVI 6540 CALIFORNIA AVE SWSEATTLE 52 0430
04/30	9.78		POS WEST SEATTLE 4201 S.W. MORGAN SEATTLE 12 0430
04/30	26.54		POS WEST SEATTLE 4201 S.W. MORGAN SEATTLE 36 0430
04/30	70.70		VISA-ROSS STORE #352 SEATTLE WA
04/30	73.95		VISA-AT AND T PACIFIC P800-8887600 WA
04/30	49.95		VISA-TONY LITTLE'S GAZE800-321-9236 OH

1340000017350

23,060

07-X-83

 ELIJA GREENE  
 6547 42ND AVE SW APT 1  
 SEATTLE WA 98136-1860

 STATEMENT PERIOD:  
 FROM 04-11-02  
 THRU 05-10-02

0

FREE CHECKING		(CONTINUED FROM PREVIOUS PAGE)		ACCOUNT NUMBER: 134-354963-0
DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION	
04/30	38.90		VISA-AT&T BROADBAND INT3037125720 CO	
04/30	72.52		VISA-THE TAPE COMPANY 800-851-3113 IL	
05/01	50.00		AUTOMATIC SAVINGS PLAN DEBIT	
05/01	75.54		VISA-RADIO SHACK 0013SEATTLE WA	
05/02	240.00		ATM-NCHG SIA02708 4201 SW MORGAN STREET SEATTLE 91 0502	
05/02	33.81		VISA-OFFICE MAX 0000SEATTLE WA	
05/02	68.95		PAYPAL TRANSFER 557950617	
05/03		1,472.50	ATM-NCHG SIA02708 4201 SW MORGAN STREET SEATTLE 84 0503	
05/03	66.43		VISA-EBAY S HALF COM 800-545-9857 CA	
05/03	22.00		OVERDRAFT CHARGE	
05/03	22.00		OVERDRAFT CHARGE	
05/03	22.00		OVERDRAFT CHARGE	
05/06	70.67		VISA-BEST BUY 0000TUKWILA WA	
05/08	81.82		VISA-SONY E SOLUTIONS 0877-244-9959 CA	
05/08	38.45		VISA-OT DIRECT 716-337-0312 NY	
05/08	2.00		VISA-NSS*MAGAZNE P&H#47877-813-0001 CT	
05/10		70.00	OLB TRANSFER FROM 2936900320	
05/10	4.50		ATM WITHDRAWAL FEE - DOMESTIC	

**DETAIL OF CHECKS PAID:**

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
1387	05/01	255.00	1388	05/07	370.69			



1340000017350

23,061

07-X-86

ELIJA GREENE  
6547 42ND AVE SW APT 1  
SEATTLE WA 98136-1860

STATEMENT PERIOD:  
FROM 04-11-02  
THRU 05-10-02

0

GIVE THE GIFT THAT MAKES WISHES COME TRUE. AMERICAN EXPRESS(TM) GIFT CHEQUES!  
AVAILABLE IN FACE VALUES OF \$25, \$50 OR \$100.  
STOP BY ANY WASHINGTON MUTUAL FINANCIAL CENTER TODAY.

STATEMENT SAVINGS	WASHINGTON MUTUAL BANK	FDIC INSURED
ELIJA GREENE	ACCOUNT NUMBER:	293-690032-0

BEGINNING BALANCE	TOTAL WITHDRAWALS	TOTAL DEPOSITS	ENDING BALANCE
101.09	148.00	53.03	6.12

INTEREST PAID:	.03	ANNUAL PERCENTAGE YIELD EARNED :	.73 %	YTD INTEREST PAID :	.10
				YTD INTEREST WITHHELD:	.00

DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION
04/15	75.00		OLB TRANSFER TO 1343549630
05/01		50.00	AUTOMATIC SAVINGS PLAN CREDIT
05/10	70.00		OLB TRANSFER TO 1343549630
05/10		.03	INTEREST PAYMENT
05/10	3.00		SERVICE CHARGE
05/10		3.00	REFUND SERVICE CHARGE

# Appendix E



13400000017350

22,526

07-X-83

 ELIJA GREENE  
 7342 40TH AVE SW  
 SEATTLE WA 98136-2106

 STATEMENT PERIOD:  
 FROM 07-12-02  
 THRU 08-12-02

0

FREE CHECKING		(CONTINUED FROM PREVIOUS PAGE)		ACCOUNT NUMBER: 134-354963-0	
DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION		
07/25	92.44		POS	SOU THE HOME	2701 UTAH AVENUE SOUTHSEATTLE 01 0726
07/25	19.99		POS	TEXACO SERVI	6540 CALIFORNIA AVE SWSEATTLE 54 0725
07/25	22.00		OVERDRAFT CHARGE		
07/29	271.24		POS	SOU THE HOME	2701 UTAH AVENUE SOUTHSEATTLE 01 0727
07/30	17.27		POS	TEXACO SERVI	6540 CALIFORNIA AVE SWSEATTLE 73 0730
07/30	15.42		POS	PETCO #0262	4732 CALIFORNIA AVE SWSEATTLE 26 0730
07/30	46.21		VISA-AT&T BROADBAND INT303-712-5720 CO		
07/31	9.66		POS	TEXACO SERVI	6540 CALIFORNIA AVE SWSEATTLE 04 0731
08/01		1,000.00	ATH-NCHG	SIA02708	4201 SW MORGAN STREET SEATTLE 43 0801
08/01	20.00		ATH-NCHG	SIA02708	4201 SW MORGAN STREET SEATTLE 44 0801
08/01	50.00		AUTOMATIC SAVINGS PLAN DEBIT		
08/01	32.27		VISA-MIND BODY SPIRIT SEATTLE WA		
08/01	30.00		VISA-ELLIOTT BAY BREWERSEATTLE WA		
08/01	8.60		VISA-NEXT TO NATURE SEATTLE WA		
08/01	60.26		VISA-HANCOCK FABRICS 10SEATTLE WA		
08/02	104.84		VISA-ARVEY PAPER & OFFISEATTLE WA		
08/05	19.20		POS	SAFEWAY S	4754 42ND AVE S W SEATTLE 25 0803
08/05	37.33		POS	WEST SEATTLE	4201 S.W. MORGAN SEATTLE 77 0804
08/07	42.29		POS	WEST SEATTLE	4201 S.W. MORGAN SEATTLE 81 0807
08/07	16.32		VISA-MENASHE AND SONS JSEATTLE WA		
08/08		165.00	ATH-NCHG	SIA02708	4201 SW MORGAN STREET SEATTLE 23 0808
08/09	99.28		POS	THE BON	500 SOUTHCENTER SEATTLE 01 0810
08/12	27.49		POS	SOU THE HOME	2701 UTAH AVENUE SOUTHSEATTLE 01 0810
08/12	14.11		POS	RITE AID #52	5217 CALIFORNIA AVE, SEATTLE 84 0812
08/12	27.19		VISA-COMPUSA #457 TUKWILA WA		
08/12	36.00		VISA-OUTBACK STEAKHOUSE TUKWILA WA		
08/12	13.30		PAYPAL TRANSFER XXXXX0697		

## DETAIL OF CHECKS PAID:

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
1395	07/17	200.00	1397	08/06	150.00			
1396	07/22	140.72	1398	08/02	600.00			

13400000017350

22.527

07-X-86

 ELIJA GREENE  
 7342 40TH AVE SW  
 SEATTLE WA 98136-2106

 STATEMENT PERIOD:  
 FROM 07-12-02  
 THRU 08-12-02

0

GIVE THE GIFT THAT MAKES WISHES COME TRUE. AMERICAN EXPRESS(TM) GIFT CHEQUES:  
 AVAILABLE IN FACE VALUES OF \$25, \$50 OR \$100.  
 STOP BY ANY WASHINGTON MUTUAL FINANCIAL CENTER TODAY.

<b>STATEMENT SAVINGS</b>	<b>WASHINGTON MUTUAL BANK</b>	<b>FDIC INSURED</b>
ELIJA GREENE	ACCOUNT NUMBER:	293-690032-0

BEGINNING BALANCE	TOTAL WITHDRAWALS	TOTAL DEPOSITS	ENDING BALANCE
106.18	3.00	53.08	156.26

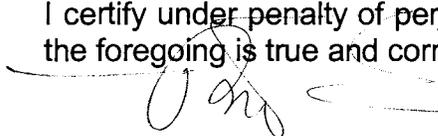
INTEREST PAID:	.08	ANNUAL PERCENTAGE YIELD EARNED :	.73 %	YTD INTEREST PAID :	.24
				YTD INTEREST WITHHELD:	.00

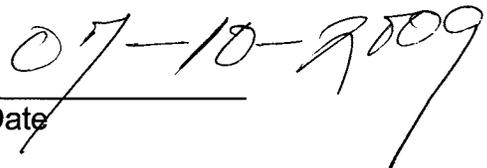
DATE	WITHDRAWALS	DEPOSITS	TRANSACTION DESCRIPTION
08/01		50.00	AUTOMATIC SAVINGS PLAN CREDIT
08/12		.08	INTEREST PAYMENT
08/12	3.00		SERVICE CHARGE
08/12		3.00	REFUND SERVICE CHARGE

Certificate of Service by Mail

Today I deposited in the mail of the United States of America, postage prepaid, a properly stamped and addressed envelope directed to Nancy P. Collins, the attorney for the appellant, at Washington Appellate Project, 701 Melbourne Tower, 1511 Third Avenue, Seattle, WA 98101, containing a copy of the Brief of Respondent, in STATE V. CHRISTOPHER GREEN AKA ELIJA GREENE, Cause No. 62403-2-I, in the Court of Appeals, Division I, for the State of Washington.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

  
\_\_\_\_\_  
Name Bora Ly  
Done in Seattle, Washington

  
\_\_\_\_\_  
Date

FILED  
COURT OF APPEALS  
STATE OF WASHINGTON  
2009 JUL 10 PM 4:45