

1. Meeting Minutes



JISC DATA DISSEMINATION COMMITTEE
Friday April 24, 2020 (9:00 a.m. – 9:55 a.m.)
Teleconference
Call-in Number: 1-877-820-7831, Passcode 797974

DRAFT MEETING MINUTES

Members Present

Judge J. Robert Leach, Chair
Judge Scott Ahlf
Judge John Hart
Ms. Barbara Miner
Ms. Paulette Revoir
Mr. David Reynolds
Judge David Svaren

Members Absent:

Judge Jeanette Dalton

Guests

Ms. Heidi Percy – Snohomish County Clerk
Mr. George Yeannakis – TeamChild

Staff

Mr. Kevin Cottingham – Data Dissemination Administrator
Ms. Vonnie Diseth – ISD Director/CIO
Ms. Vicky Cullinane – ISD Business Liaison
Mr. Mike Keeling – IT Operations Manager
Ms. Hayley Keithahn-Tresenriter – Court Records Access Coordinator
Ms. Kathy Bowman – Administrative Secretary

0. Call to Order

Judge J. Robert Leach called the April 24, 2020, Data Dissemination Committee meeting to order at 9:00 a.m.

1. Meeting Minutes

Hearing no requested changes or additions, the February 28, 2020, DDC meeting minutes were approved as written.

The summary of the Data Dissemination Committee's vote via email exchange regarding a request for data from the University of Washington was also approved as written.

2. Display of Juvenile Cases in AOC Systems

Mike Keeling presented a summary of how adult and juvenile sealed records are displayed in AOC JIS systems.

Ms. Miner stressed that in order to meet GR15 requirements, the existence of sealed juvenile and adult cases, including judgements, must be viewable in Odyssey. Under GR22, parties and attorneys of record must be allowed access to sealed records.

Screen examples of the various systems were heavily redacted for inclusion in this meeting's materials. In order to provide a better understanding of the types of information offered in each system for both unsealed and sealed cases, DDA Cottingham offered to provide unredacted examples to the committee for review.

Ms. Miner asked Mr. Keeling if a public web search will produce the message that sealed cases are not displayed. Mr. Keeling said a public web search is not currently showing Odyssey

cases, other than judgements. These cases are only viewable through the Odyssey Portal. This change was made in an effort to satisfy GR15 requirements.

Although some King County cases appear in JIS Link, these cases are being moved into EDR. JABS cases (civil, drug, alcohol) do not appear.

Judge Leach requested a report of the status of fixes to satisfy the requirements of GR15. Mr. Keeling said the request has been passed to the CLJ-CMS team as a requirement. An estimated cost for implementing GR15 rules in Odyssey is \$400,000. AOC's plan is to ensure this is included in the CLJ-CMS rollout.

Judge Leach noted that Court Clerks had asked for something more expeditious, requiring a request to the JISC. Ms. Cullinane replied that an IT governance request to include it in the CLJ work would have to be done within 18 months of signing the contract, because it must work for the pilot courts. At this time, Ms. Cullinane said this request is still in IT governance and not yet before the JISC.

Ms. Miner asked if this issue is "fixed" at the beginning of the CLJ process, how then will it get rolled out to the Superior Courts. Ms. Cullinane said the assumption is there would be two different versions of Odyssey for a period of time before they would get synced. DDA Cottingham noted the intent of this process is to get Superior Court implementation from the CLJ-CMS level. Ms. Miner responded that Superior Courts should be the priority for implementation, as the inability to view the existence of sealed cases impacts those courts much more than courts of limited jurisdiction.

Mr. George Yeannakis reminded the committee that WSP was provided a list of juvenile records, giving them access to records they were not entitled to, and these sealed juvenile cases are showing up on watch lists.

Mr. Keeling said if there was a way to identify what caused the release of these records, a fix could be determined. DDA Cottingham offered to speak further with Mr. Yeannakis and Mr. Keeling will work with DDA Cottingham and Mr. Reynolds on this issue.

Another concern is that charges are included in the case title, per GR15, unless otherwise protected. Mr. Reynolds said charges should not be shown for juvenile offender cases. Mr. Keeling suggested DDA Cottingham can research this question and report back to the committee.

3. Wrap Up

Hearing no new business for discussion, Judge Leach adjourned the meeting at 9:50 a.m. The next Data Dissemination Committee meeting will take place telephonically on June 26, 2020.

2. AOC-WSP Sealed Case Exchange



March 6, 2020

TO: Ramsey Radwan

FROM: Kevin Cottingham, AOC Data Dissemination Administrator

RE: What data does Washington State Patrol's Identification & Criminal History Section receive from AOC under RCW 13.50.260(8), and was that statute intended to apply only prospectively?

Whatcom County Clerk, Juvenile Court Administrator and Superior Court Administrator Dave Reynolds presented materials at the February 28 Data Dissemination Committee regarding sealed juvenile cases. Of concern are how applications provide access to such cases, and in particular, how much information the Washington State Patrol receives. RCW 13.50.260(8)(d) states that "The Washington state patrol shall ensure that the Washington state identification system provides criminal justice agencies access to sealed juvenile records information," and according to Mr. Reynolds, numerous state and federal agencies are receiving these records, often with a deleterious effect. Mr. Reynolds believes that RCW 13.50.260(8)(d) was intended to be interpreted as only applying to juvenile cases filed after the effective date of the statute, but a review of the legislative history reveals an intent to the contrary by the legislature. As such, the Administrative Office of the Courts has never provided Washington State Patrol's Identification & Criminal History Section (WASIS) with anything more than the statute requires.

The Data Feed, Currently

The Washington State Patrol and the Administrative Office of the Courts have an agreement, DSA16352, allowing WSP access to a Business Intelligence Tool (BIT) report containing information on sealed juvenile cases. GR 31(f)(3)(B) states that criminal justice agencies may have access to records not publicly accessible if they "identify the court records requested," so to maintain compliance with this provision of the rule, AOC designed a report that requires WSP to state the court and case number for the record they are searching.

These case numbers can be obtained through several means. Alongside granting access to the BOXI report, the DDC approved giving WASIS (JIS-Link site name WSP\$) level 25 access to JIS-Link and JABS, a level normally reserved for prosecutors. Under RCW 13.50.260(8)(c), AOC must grant prosecutors access to information regarding the existence of sealed juvenile cases, so this level of JIS-Link access is being used to satisfy WSP's statutory obligations as well. Juvenile case

numbers can also be sent via the “WSP-Dispo” exchange, which sends information on disposed criminal cases with a Process Control Number (PCN) attached on a daily basis to WSP. Finally, per RCW 10.97.045, courts are required to send disposition information for criminal proceedings “to the agency initiating the criminal history record for that charge and to the identification section of the Washington state patrol” for any felony or gross misdemeanor.

WSP-Dispo is likely the general source of the case numbers for this report. In an article on the effects of this exchange, WSP’s communications director is mentioned to have stated that juveniles who were arrested but not fingerprinted are not within their database.¹ Since the PCN number is attached to records at the time of fingerprinting, it seems likely that WASIS is using the case numbers obtained via this exchange.

The sealed juvenile case BIT report supplies the fields below, listed alongside their description from the report’s documentation:

Person Name	The first name is determined to be the “true” name of the person and all subsequent names are “alias” names. These names become the family of names used to determine the case history for a person.
Name Indicator	Indicates a name as “true”, column is blank, or alias, column contains “AKA”
Name Code	Indicates the unique identifier for the “true” name only.
Cases	Indicates the total number of cases for the name family as shown on DCH. All cases may not appear on the report as this report only list the juvenile offender cases that have been sealed.
Alias	The number of alias names included in the family of names.
N	Indicates if the case is filed under the “true” name, column is blank, or of the case is filed under an alias name, column is “Y”.
Case Number	The case number associated to the sealed action.
Crt	The court the case was filed and subsequently sealed.
Violation Date	The date the violation occurred.
Violation Title	The violation description based on the charging document.
DV	Indicates if the violation is domestic violence related.
JG	Indicates the judgment or finding on the violation.
JG Date	Indicates date the judgment or finding was found on the violation.
CD	Indicates the case disposition for the case.
CD Date	Indicates the date the case disposition was found for the case.
Date Sealed	Indicates the date the order to seal the case was filed or recorded.
Sentence Date	Indicates the date the sentence was entered for the case.
Sentence Description Text	Indicates the sentencing text entered for the case.

¹ Tori Marlan, *Their Juvenile Records Were Sealed. Decades Later, They’ve Reappeared*, THE APPEAL (Sept. 24, 2019), <https://theappeal.org/washington-juvenile-records-sealed-reappear/>

The WSP\$ site has 11 active users as of March 4, 2020, and all have access to the sealed juvenile case report. As of 5:28 P.M. on March 4, the report had been run 641 times since the beginning of the calendar year, on nearly every single business day of the year so far.

Prospective vs. Retrospective Application of RCW 13.50.260(8)(d)

One question posed at the DDC meeting regards the application of RCW 13.50.260(8)(d). The current sealed case report used by WSP in obtaining such cases applies to all sealed cases in JIS—a user need only type in a court ID and case number, and will receive the case. Mr. Reynolds believes that AOC and the Data Dissemination Committee should have interpreted the provision as only applying to cases filed after the effective date of the statute.

When discerning the meaning of a statute, the “fundamental objective is to ascertain and carry out the Legislature’s intent, and if the statute’s meaning is plain on its face, then the [reader] must give effect to that plain meaning as an expression of legislative intent.”²

The full text of the provision is this: “The Washington state patrol shall ensure that the Washington state identification system provides criminal justice agencies access to sealed juvenile records information.” Directives regarding the application of the provision are not contained elsewhere in the statute, and the provision itself, frustratingly, does not mention the Administrative Office of the Courts at all. Discussion from the Data Dissemination Committee yields no results regarding their understanding of the statute or their intent regarding the specifics of the BIT report.

Because the plain meaning of the statute provides no guidance, legislative history may be examined,³ which here provides a fairly decisive answer. The provision became law as part of the YEAR Act, 2015 Senate Bill 5564. A recent article about the act described the provision granting WSP access to sealed juvenile cases as part of an “11th hour” amendment to the act, and the legislative history supports this. The provision in question enters the act as part of Section 3 of the Second Substitute Bill. At the time, this was clearly intended to apply only to juvenile cases filed after the effective date of the bill; Section 37 of the Second Substitute Bill clearly states this.

The Second Substitute Bill was not passed, however—it went through further changes before the legislature passed the bill. Once passed onto the House, the House immediately removed the provision limiting its effect to cases filed after the effective date. Notes on the public testimony make it clear that this was deliberate. In the House Bill Report accompanying the change that removed what had been Section 37, that section is spelled out as having been eliminated, and law enforcement testimony is provided: “The concern among law enforcement has been access to the sealing of

² *State, Dep’t of Ecology v. Campbell & Gwinn, L.L.C.*, 146 Wash. 2d 1, 9–10, 43 P.3d 4, 9 (2002)

³ *Id.*

juvenile records. Based on the current language and the proposed language, we no longer have a concern about the bill.”⁴

Because the provision limiting effects to cases filed later was deliberately removed, the intent of the statute must be read as applying to all sealed juvenile cases whether filed before or after the effective date of SB 5564. AOC’s current BIT report properly allows access to all such cases, and should only be changed per a statute explicitly authorizing such a change.

⁴ STATE OF WA., H. COMM. ON EARLY LEARN’G & HUMAN SERVS., H. BILL REP. E2SSB 5564, at 7, available at <https://app.leg.wa.gov/committeeschedules/Home/Documents/17241>

**STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
WASHINGTON STATE PATROL**

**AOC DATA SHARE AGREEMENT DSA16352
WSP Contract Number: K11829**

THIS AGREEMENT is entered into between the State of Washington Administrative Office of the Courts (AOC), P.O. Box 41170, Olympia, WA, 98504-1170, and Washington State Patrol, through the Identification and Criminal History Section (WSP), 3000 Pacific Ave, #202, Olympia WA 98501.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and WSP agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant WSP access to the Business Objectives XI (BOXI) to run or schedule reports containing sealed Judicial Information System (JIS) juvenile offender case data, in order to satisfy WSP's statutory requirements contained in RCW 13.50.260(8)(d). This access was authorized by the Judicial Information System Committee's subcommittee, the Data Dissemination Committee during its October 23, 2015, and December 4, 2015, meetings.
2. **DEFINITIONS.** As used throughout this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 "Agreement" shall mean this document, any attachments that are referenced and incorporated into this document, and any subsequent amendments.
 - 2.2 "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
 - 2.3 "Data" and "Information" shall include any BOXI report provided by AOC under this agreement.
 - 2.4 "WSP" shall include all officers, employees, and agents of WSP Identification and Criminal History Section, and no other Washington State Patrol section or department.
 - 2.5 "Third Party" shall mean any other person or entity, other than the parties to this agreement, and shall include but is not limited to, subscribers, customers, clients, law enforcement agencies, associates, collaborators, and subcontractors to WSP, including other Washington State Patrol sections or departments.
3. **BASIC TRANSACTION.** The Agreement sets forth the responsibilities of the parties and the terms and conditions under which the data is provided.
 - 3.1 **Responsibilities of the AOC.** The AOC shall:
 - 3.1.1 Provide WSP with credentials that will give WSP access to BOXI.
 - 3.1.2 Provide WSP view-only access to BOXI to run or schedule reports.

- 3.1.3** Provide WSP BOXI reports for specified sealed juvenile cases that include the following data fields if available:
- a. Person Name
 - b. Name Indicator
 - c. Name Code
 - d. Case Number
 - e. Court Code
 - f. Violation Date
 - g. Violation Title
 - h. DV Flag
 - i. Judgment Code
 - j. Judgment Date
 - k. Case Disposition Code
 - l. Case Disposition Date
 - m. Date Sealed
 - n. Sentence Date
 - o. Sentence Description Text

3.2 Responsibilities of the WSP. WSP shall:

- 3.2.1** Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 3.2.2** Use the sealed case data and information provided under this Agreement to only satisfy its requirements under RCW 13.50.260(8)(d).
- 3.2.3** Limit access to the BOXI reports to WSP and its employees whose responsibilities cannot be accomplished without such access, and who have been advised of and agreed to comply with, the provisions of this Agreement and the provisions of chapter 13.50 RCW. WSP employees shall sign a confidentiality agreement that is attached and incorporated into this Agreement as Attachment A. WSP shall keep the confidentiality agreements on file and provide to AOC upon notice.
- 3.2.4** Establish written procedures describing the process WSP uses to meet the terms and conditions of this section of the Agreement.
- 3.2.5** Recognize and hereby acknowledge that the user identifiers and passwords supplied by the AOC to WSP are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agree to hold such user identifiers and passwords in the strictest confidence.
- 3.2.6** Exercise at all times the same care with respect to the user identifiers and passwords, or any other materials or information provided hereunder by the AOC, as WSP would exercise in the protection of WSP's own confidential information or property, and to not release or disclose it to any other party except with the written consent of the AOC.
- 3.2.7** Explain the provisions that will be taken to securely protect any information and data that is confidential (e.g. physical locks, computer passwords and/or encryption) if such explanation is requested by AOC.
- 3.2.8** Not furnish in any form, to any person, corporation, partnership, association, or organization any of the individual names, addresses or otherwise identifying information provided by the AOC under this Agreement for the purpose of making commercial contact with the individuals named or otherwise identified for solicitation purposes.

- 3.2.9 Prohibit disclosure of sealed case data to third parties, and only provide information derived from data obtained under this Agreement to other law enforcement agencies in a limited manner as allowed under RCW 13.50.260(8)(d).
- 3.2.10 Be responsible for ensuring that use of the information and data provided under this Agreement by its authorized third parties is conducted in a proper and legal manner.
- 3.2.11 Prohibit the disclosure of information or data in any form which identifies an individual other than what is allowed under RCW 13.50.260(8)(d).
- 3.2.12 Prohibit the copying or duplication of information or data provided other than for RCW 13.50.260(8)(d) purposes.
- 3.2.13 Delete any Social Security Numbers inadvertently included in the information and data provided to WSP.
- 3.2.14 Immediately notify the AOC of any material changes in the purposes or in the manner in which the data will be used.

4. ONGOING DATA UPDATE REQUIREMENTS.

- 4.1 **Sealed and otherwise restricted cases:** WSP agrees to update cases in its files that are sealed (or otherwise restricted) when the information is delivered to WSP.
- 4.2 **Dispositions:** WSP agrees to promptly update all cases when disposition information is received.
- 4.3 **Case amendments:** WSP agrees to update any files containing cases with an amended charge after their first appearance in the data files.

5. TERM AND EFFECTIVE DATE OF AGREEMENT.

- 5.1 This Agreement becomes effective on the date of the last party's signature.
- 5.2 The initial term of this Agreement is from the date of its execution by the AOC through December 31 of the current year, unless sooner terminated as provided herein.
- 5.3 This Agreement automatically extends for successive one year periods unless either of the parties notifies the other in writing, electronic mail being sufficient, at least 30 days prior to the automatic renewal date that they wish to terminate the Agreement.
- 5.4 The Agreement may be terminated in accordance with the provisions of Subsections 15.16.1 and 15.16.2.

6. COSTS. There is no compensation or fees associated with this Agreement.

7. AUDITS. The AOC may, at its discretion and upon reasonable notice, perform audits of WSP to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.

8. COMPLIANCE WITH AUTHORITIES.

- 8.1 During the term of this Agreement, WSP shall comply with all current, or as subsequently amended, state and federal laws, court rules, administrative regulations and policies governing, regulating, and/or relating to the access and dissemination of information and data, to privacy, and to the confidentiality of the information and data provided by the AOC under this Agreement.

8.2 In the event of WSP's noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part.

9. RIGHTS AND INTEREST. WSP shall not gain any proprietary right to or interest in any information and data provided by the AOC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by WSP under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

10. CHANGES RELATING TO DATA. The AOC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information and data, changing the production media, and/or modifying the production schedule. If such changes are made, the AOC will notify WSP as soon as is practical.

11. SUPPORT/ASSISTANCE. WSP acknowledges and accepts that all data provided under this Agreement is provided on an AS IS basis and that the AOC shall not be responsible for providing support or assistance of any nature to WSP or to any third party on behalf of WSP.

12. DISCLAIMER OF WARRANTIES.

12.1 The AOC provides no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to information or data provided under this agreement.

12.2 The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of WSP and/or its customers, clients, or other third parties to whom the information and data were supplied to verify information or data obtained under this agreement with official court information reposing at the court of record.

13. LIMITATION OF LIABILITY. WSP acknowledges and accepts that all information and data provided under this agreement are provided on an AS IS basis and that the information and data may be subject to error or omission. Therefore, WSP agrees that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data and information provided or for the use of the information and data provided. Specifically:

13.1 The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by WSP of any information or data provided under this agreement.

13.2 The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data provided under this agreement.

13.3 The AOC shall not be liable to WSP or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special, or consequential damage which may arise from the use, operation, or modification of data provided under this agreement.

14. RESPONSIBILITIES OF THE PARTIES. Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers and its agents. WSP assumes responsibility for the consequences of any claim, act or omission of any person, agency, firm, or corporation for WSP's dissemination of confidential information to any party outside of this Agreement.

15. GENERAL TERMS AND CONDITIONS.

15.1 ALTERATIONS AND AMENDMENTS. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Any exceptions, revisions, or waivers to this Agreement's provisions that are requested by WSP must be approved in writing by the AOC and received by WSP prior to the requested use or dissemination of the information and data received under this Agreement.

15.2 ASSIGNMENT. WSP may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to WSP under this Agreement; nor (iii) any claim arising under this Agreement.

15.3 DISPUTES. Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and WSP, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the other party. The other shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.

15.4 ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

15.5 GOVERNING LAW. This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. WSP, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.

15.6 HEADINGS. The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.

15.7 CONFLICTS OF AUTHORITY. If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

15.8 INDEPENDENT STATUS OF PARTIES. The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

- 15.9 NON-EXCLUSIVITY.** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.
- 15.10 NOTICES.** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to WSP must be sent to WSP's address as set forth in this Agreement and mail to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.
- 15.11 RECORDS MAINTENANCE.** WSP will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from WSP, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC and other officials so authorized by law.
- 15.12 SAVINGS.** In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.
- 15.13 SEVERABILITY.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 15.14 SUBCONTRACTING.** WSP shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.
- 15.15 SURVIVAL.**
- 15.15.1** For as long as WSP continues to use any portion of the data provided under this Agreement, WSP must comply with the terms of this Agreement.
- 15.15.2** In addition, the provisions of Sections 12, 13 and 14 of this Agreement shall survive the termination of the Agreement.
- 15.16 TERMINATION.**
- 15.16.1 General:** This Agreement may be terminated without cause by either the AOC or WSP upon thirty (30) days written notice.
- 15.16.2 Termination for Cause:** WSP accepts full responsibility and liability for any violations of this Agreement by WSP or any officer, employee, or agent of WSP and any such violation shall result in immediate termination by the AOC of all data and information provided to WSP or any officer, employee, or agent of WSP in any form, and immediate forfeiture to the AOC of any AOC-provided data and information in any form held by WSP or any officer, employee, or agent of WSP. In such event, WSP shall be liable for damages as authorized by law.
- 15.17 TERMINATION PROCEDURE.** After receipt of notice of termination, and except as otherwise directed by the AOC, WSP shall:
- 15.17.1** Stop dissemination of any data provided by the AOC under this Agreement on the date and to the extent specified in the notice.

15.17.2 Return or destroy all data provided by the AOC under this Agreement in any form, held by WSP, or any officer, employee or agent of WSP on the date and to the extent specified in the notice.

15.17.3 Take all action as may be necessary, or as the AOC may direct for the protection and preservation of the AOC's data which is in the possession of WSP.

15.18 WAIVER. No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.


16. COPIES. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

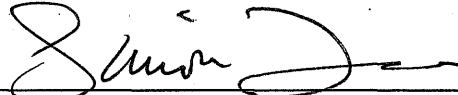
17. SIGNATURES. The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

IN WITNESS WHEREOF, the AOC and the WSP have signed this Agreement:

State of Washington
Administrative Office of the Courts

Washington State Patrol

By 
Stephanie Happold
[Print Name]

By 
Simon Tee
[Print Name]

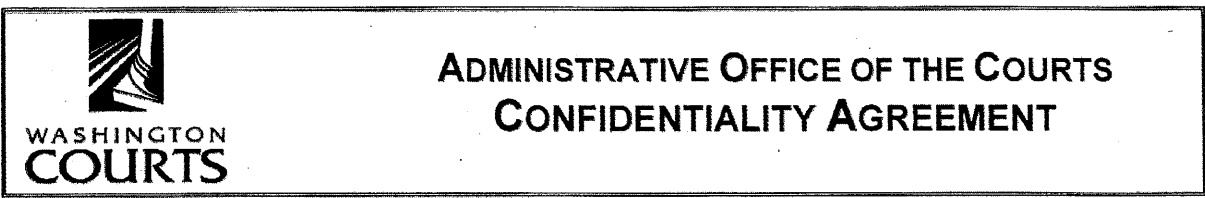
Data Dissemination Administrator
[Print Title]

Grant & Contracts Mgr.
[Print Title]

3/25/16
Date

3-22-16
Date

ATTACHMENT A



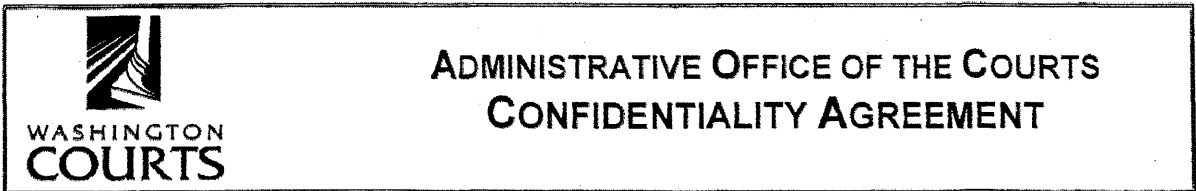
As an employee of the Washington State Patrol Identification and Criminal History Section (WSP) with access to the AOC Business Objectives XI (BOXI) – Enterprise Data Warehouse and to sealed juvenile offender case data contained in the Judicial Information System, I understand that I may have access to confidential information and records in files and databases such as: court data, databases of other organizations, security plans and procedures, and other AOC and judicial branch administrative records. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that databases, AOC files, and court files contain confidential and public information.
2. I understand that I may access, read, or handle confidential records, including sealed records to the extent required in, and for the purpose of, performing my assigned duties as an employee of WSP.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained by accessing BOXI and the sealed juvenile case information other than what is authorized in RCW 13.50.260(8)(d). I understand that:
 - a. I may divulge confidential information to WSP employees who have also signed an AOC Confidentiality Agreement as necessary to perform my job duties.
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 2/1/16 JAMIE ARRAS
Signature Date Printed Name

Jamie Arras is authorized access to confidential information.
 2/9/16 Deborah Collinsworth
WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A



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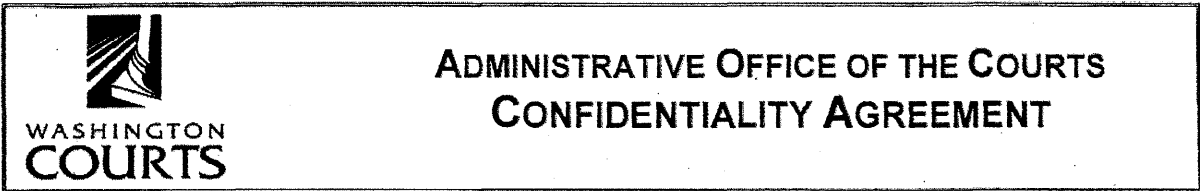
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Aimee Cox 2/15/16 Aimee Cox
 Signature Date Printed Name

Aimee Cox is authorized access to confidential information.

Deborah Collensworth 2/19/16 Deborah Collensworth
 WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A



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Susan Farrington 2/4/16 Susan Farrington
Signature Date Printed Name

Suzi Farrington is authorized access to confidential information.

Deborah Collusworth 2/9/16 Deborah Collusworth
WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A



ADMINISTRATIVE OFFICE OF THE COURTS
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Kimberly Flores 2.1.16 Kimberly Flores
Signature Date Printed Name

Kimberly Flores is authorized access to confidential information.

Deborah Collinsworth 2/9/16 Deborah Collinsworth
WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A



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Debbra M Gadd 02-03-16 Debbra M. GADD
Signature Date Printed Name

Debbra Gadd is authorized access to confidential information.

Deborah Collensworth 2/9/16 Deborah Collensworth
WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A

 WASHINGTON COURTS	ADMINISTRATIVE OFFICE OF THE COURTS CONFIDENTIALITY AGREEMENT
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Signature

02-01-2016
Date

Kimberly McParland
Printed Name


Kimberly McParland is authorized access to confidential information.


WSP Manager Authorizing Signature

2/9/16
Date

Deborah Collensworth
Printed Name

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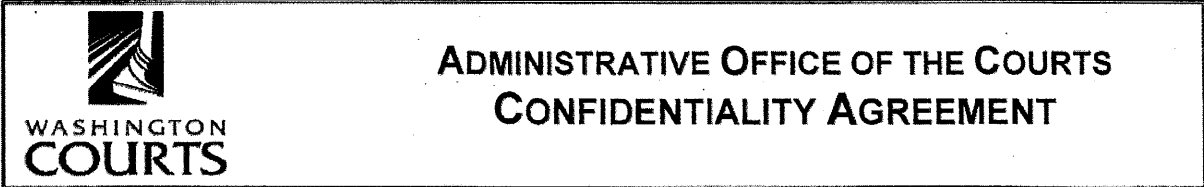
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Becky Miner 2/5/2016 Becky L Miner
Signature Date Printed Name

Becky Miner is authorized access to confidential information.

Debrah Collinsworth 2/9/16 Debrah Collinsworth
WSP Manager Authorizing Signature Date Printed Name

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Jennifer Nashkanas 2-1-16 Jennifer Nashkanas
 Signature Date Printed Name

Jenny Nashkanas is authorized access to confidential information.

Deborah Collinsworth 2/9/16 Deborah Collinsworth
 WSP Manager Authorizing Signature Date Printed Name

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Klaudia Ochocka
Signature

02/01/16
Date

KLAUDIA OCHOCKA
Printed Name

Klaudia Ochocka is authorized access to confidential information.

Deborah Collensworth
WSP Manager Authorizing Signature

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Signature

2/2/16
Date

Joseph M. Parks
Printed Name

Joseph Parks is authorized access to confidential information.


WSP Manager Authorizing Signature

2/9/16
Date

Deborah Callensworth
Printed Name

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Connie Pekola 2/2/16 Connie Pekola
Signature Date Printed Name

Connie Pekola is authorized access to confidential information.

Deborah Collensworth 2/9/16 Deborah Collensworth
WSP Manager Authorizing Signature Date Printed Name

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C. Tetrault

Signature

2/2/16

Date

Clasina Tetrault

Printed Name

Clasina Tetrault

is authorized access to confidential information.

Deborah Collensworth

WSP Manager Authorizing Signature

2/9/16

Date

Deborah Collensworth

Printed Name

HOUSE BILL REPORT

E2SSB 5564

As Reported by House Committee On:
Early Learning & Human Services

Title: An act relating to decreasing the barriers to successful community participation for individuals involved with the juvenile justice system.

Brief Description: Concerning the sealing of juvenile records and fines imposed in juvenile cases.

Sponsors: Senate Committee on Ways & Means (originally sponsored by Senators O'Ban, Darneille, Miloscia, Hargrove, Kohl-Welles, Fain, Jayapal, Brown, Habib, Dammeier, Frockt, Litzow, Warnick, Hasegawa and McAuliffe).

Brief History:

Committee Activity:

Early Learning & Human Services: 3/18/15, 3/26/15 [DPA].

**Brief Summary of Engrossed Second Substitute Bill
(As Amended by Committee)**

- Allows courts to seal juvenile records if the person has paid the full amount of restitution owing to the individual victim named in the restitution order.
- Eliminates various legal financial obligations and other fees for juveniles, except the DNA collection fee and the victim penalty assessment for most serious offenses and sex offenses.
- Eliminates interest for legal financial obligations for juveniles.

HOUSE COMMITTEE ON EARLY LEARNING & HUMAN SERVICES

Majority Report: Do pass as amended. Signed by 10 members: Representatives Kagi, Chair; Walkinshaw, Vice Chair; Walsh, Ranking Minority Member; Scott, Assistant Ranking Minority Member; Dent, Kilduff, McCaslin, Ortiz-Self, Sawyer and Senn.

Minority Report: Do not pass. Signed by 1 member: Representative Hawkins.

Staff: Luke Wickham (786-7146).

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

Background:

Sealing Juvenile Records.

Since 1977 juvenile offender records have been public unless sealed. Records of non-offender juvenile cases, such as dependency or adoption records, are not open to public inspection.

There are two methods by which individuals may seal their juvenile records:

1. An individual may make a motion to seal the official juvenile court record, the social file, and records of the court and any other agency in the case.
2. An individual may have their record sealed during regularly held sealing hearings.

Once a juvenile record is sealed, the proceedings in the case must be treated as if they never occurred. Any subsequent criminal adjudication or adult felony charge unseals the case.

Regular Sealing Hearings.

At the disposition hearing of a juvenile offender, courts must schedule an administrative sealing hearing after that offender turns 18 years old and is anticipated to have completed any probation and confinement. Courts shall seal the individual's juvenile court record if none of the offenses for which the court is entering disposition are a most serious offense, a sex offense under chapter 9A.44 RCW, or a felony drug offense. Respondents must also have completed the terms and conditions of disposition, including financial obligations, to seal a record during a regular sealing hearing.

Motions to Seal Juvenile Records.

An individual may also file a motion requesting that the court seal his or her juvenile record. An individual is eligible to have his or her record sealed under this process after remaining in the community without further conviction for a period of time and paying any restitution associated with the case. For class A felonies, an individual must remain in the community without conviction for five years. For class B felonies, class C felonies, and all misdemeanors, an individual must remain in the community without conviction for two years.

Individuals convicted of Rape in the first degree, Rape in the second degree, and Indecent Liberties by Forcible Compulsion are not eligible for record sealing. Other sex offenses are eligible for sealing, but an individual must be relieved of the obligation to register as a sex offender.

Legal Financial Obligations.

When an individual is adjudicated as a juvenile offender, the court may impose Legal Financial Obligations (LFOs) as part of the disposition. The LFOs include victim restitution, crime victims' compensation fees, costs associated with the offender's prosecution and sentence, fines, penalties, and assessments.

Interest Rate on Legal Financial Obligations.

Legal Financial Obligation judgments bear interest from the date of judgment at the same rate that applies to civil judgments. The rate of interest generally applicable to civil judgments is the greater of 12 percent or four points above the 26-week treasury bill rate. As

a result of low treasury bill rates, 12 percent has been the interest rate on LFOs for over two decades.

Interest that accrues on restitution is paid to the victim of the offense. All other accrued interest is split between the state and county as follows: 25 percent goes to the state General Fund, 25 percent goes to the Judicial Information System Account, and 50 percent goes to the county, 25 percent of which must be used to fund local courts.

Summary of Amended Bill:

Sealing Juvenile Records.

Courts shall seal the juvenile records of individuals who have paid the full amount of restitution owing to the individual victim named in the restitution order, excluding insurance providers, and meet the existing criteria for sealing records.

"Good faith effort to pay" is defined as paying the principal amount in full, having made at least 80 percent of the value of full monthly payments within the period from disposition until the time the restitution is under review, or a showing of good cause as to why less than 80 percent has been paid.

The Department of Licensing (DOL) may only release sealed juvenile records to the extent necessary to comply with federal law and regulation. The contents of a driving abstract must not include any information related to sealed juvenile records unless required by federal law or regulation. The Washington State Patrol must ensure that the Washington State Identification System provides criminal justice agencies access to sealed juvenile record information. Persons and agencies that obtain sealed juvenile records may communicate about them with the respondent, but may not disseminate or be compelled to release the information to any person or agency not specifically granted access to sealed juvenile records.

Sealed juvenile social files are available to juvenile justice and care agencies when an investigation or case involving the juvenile is being prosecuted or when an agency is responsible for supervising the juvenile. Juvenile records, whether sealed or not, may be provided without personal identifiers to researchers conducting legitimate research so long as the information is not used to identify an individual with a juvenile record.

Clerks are authorized to interact or correspond with the respondent, his or her parents, and any holders of potential assets or wages of the respondent for purposes of collecting an outstanding LFO after a juvenile court record is sealed.

Restitution.

If a court determines that a juvenile has insufficient funds to pay restitution, and upon agreement of the victim, the court may order community service in place of a monetary penalty. The court must allow the victim to determine the nature of the community service when practicable and appropriate.

Courts may either order joint and several restitution or may divide restitution equally among the respondents.

When a court considers whether to relieve a respondent of the requirement to pay full or partial restitution to an insurance provider based on the respondent's inability to pay, the court is no longer required to consider whether the individual could acquire the means to pay over a 10 year period.

When a court considers a petition to modify a restitution order, the court may modify the restitution order for good cause, including inability to pay.

The county clerk must make restitution disbursements to victims prior to payments to an insurance provider.

Interest on restitution is eliminated for juveniles.

Juvenile Legal Financial Obligations or Other Fees Modified or Eliminated.

The following LFOs or other fees are eliminated for juveniles:

- fines for gross misdemeanors related to pet animals;
- fines for the crime of selling a stolen pet animal to a research institution;
- penalties for cheating crimes;
- deferred prosecution or sentence fees;
- fees for the crime of Commercial Sexual Abuse of a Minor involving an internet advertisement;
- general fines for felonies and misdemeanors;
- fines for interference with a health care facility;
- fines for the crime of Unlawful Issuance of a Bank Check;
- fines for the crime of Theft of Livestock;
- fines for the crimes of Indecent Exposure and Prostitution;
- fines after impoundment of a vehicle upon arrest for Prostitution related and Commercial Sexual Abuse of a Minor crimes;
- appellate costs;
- interest on financial obligations;
- penalty assessments for crimes involving domestic violence;
- juvenile diversion fines;
- clerk's collection fees;
- conviction fees;
- sheriffs fees;
- crime lab analysis fees;
- fees for crimes including Driving Under the Influence, Physical Control of a Vehicle Under the Influence, and Vehicular Homicide or Assault;
- fees for crimes listed in the Uniform Controlled Substances Act;
- fines for the crime of intent to manufacture controlled substances;
- criminal wildlife penalty assessments for the crime of Unlawful Hunting of Big Game; and
- public defense costs.

In addition to the elimination of those LFOs, cities, towns, and counties may not impose any LFOs for juveniles without express statutory authority.

The crime laboratory analysis (DNA collection) fee may not be imposed on juvenile offenders if the state has previously collected the juvenile's DNA. The juvenile penalty assessment may only be imposed if there is an actual victim in the case.

Respondents may petition the court for modification or relief from legal financial obligations and interest on those obligations for good cause shown, including inability to pay.

Amended Bill Compared to Engrossed Second Substitute Bill:

The amended bill replaces the requirement to pay full restitution to an individual victim named in a charging document with the requirement to pay full restitution owed to an individual victim named in a restitution order, excluding restitution owed to an insurance provider.

The amended bill allows persons and agencies that obtain sealed juvenile records information to communicate about this information with the respondent, but prohibits them from disseminating or releasing the information to any person or agency not specifically granted access to sealed juvenile records.

The amended bill allows respondents to petition the court for modification or relief from LFOs other than restitution, the victim penalty assessment, and the crime laboratory analysis fee and interest accrued on those obligations.

The amended bill requires that the court allow a victim to determine the nature of community restitution ordered in lieu of financial restitution when it is practicable and appropriate to do so.

The amended bill limits imposition of the juvenile victim penalty assessment to most serious offenses and sex offenses. For all other juvenile offenses that have a victim, the court shall order up to seven hours of community service unless the court finds that this would not be practicable.

The amended bill eliminates the application of the act to juvenile offender cases filed after the act's effective date.

Appropriation: None.

Fiscal Note: Available.

Effective Date of Amended Bill: The bill takes effect 90 days after adjournment of the session in which the bill is passed.

Staff Summary of Public Testimony:

(In support) Everyone wants a fresh start. The juvenile offender system provides a different response than the adult criminal justice system. Sealing juvenile records for non-serious offenses and eliminating some of the barriers to allow juveniles to have a fresh start is necessary if these youth are to become employed or find housing. This bill still requires youth to serve their sentences and focuses their efforts on making the victim whole. It is important that juvenile offenders repay the full amount of restitution. When it is not possible for youth to do so, community service will be an option if the victim is in agreement. This bill allows juvenile offenders the opportunity to fully integrate back into the community.

This bill represents a good compromise. This bill speaks to individuals being made whole. The large amounts that are owed to insurance companies will still allow for the sealing of a juvenile record. There should be a change in the language around allowing youth to seal juvenile records if individuals named in the restitution order, excluding insurance companies, are repaid.

The imposition of LFOs should not be a life sentence for juveniles. This bill represents an example of a lot of people working together to produce a good product. This is a great bill because LFO issues are sweeping the nation. The Washington State Supreme Court in *State v. Blazina* held that courts must make an individualized inquiry into a defendant's current and future ability to pay before imposing LFOs. This bill concerns LFOs for youth. There are many youth who cannot get an apartment because of their juvenile record. There are crimes that do not have a victim, such as drinking in public and drug possession offenses. One of the greatest institutions that we have is a court hearing, and the discretion that this bill provides in relation to juvenile offender restitution extends that institution.

This bill has two goals: (1) helping youth of all backgrounds to seal juvenile records; and (2) making victims whole in the process. The goals of the bill have not changed, and there has been input from many different sources. Now, full restitution payments to actual victims must be made before a juvenile record may be sealed. Law enforcement will now have access to sealed juvenile records. The first version of the bill would not have required payment of the juvenile penalty assessment, but now that penalty must be paid if there is an actual victim. There was also a Washington State Supreme Court decision since this bill was filed indicating the harm caused by LFOs. A juvenile record can have actual consequences on employment and housing. Most importantly, this bill eliminates 22 LFOs from statute so that offenders can focus their payments on restitution and making the victim whole.

There are individuals who have made mistakes as juveniles resulting in an adjudication. The records from these offenses often prevent individuals from finding housing and employment. Individuals are rejected from employment opportunities because of these records. This bill will open the path for employment and housing for many individuals.

There are individuals who owe over \$100,000 in restitution, which can make it very difficult to move forward in life. That high amount of restitution can seem like an insurmountable obstacle. The stigma of a juvenile record prevents individuals from making payments to victims. This bill will help many people who are struggling financially to become productive members of society. This bill gives many people a fighting chance. Many juvenile offenders have worked hard while incarcerated to work off restitution, gain work experience, and

further their education. This bill allows those individuals who are working hard to address these issues an opportunity to move on.

The safeguards in the bill will likely allow the state to come out ahead because of the reduced workload on counties and the state regarding LFO collection efforts. This bill will also maximize the amount of money paid directly to victims.

The purpose behind this bill was to address the barriers to the sealing of juvenile records.

(In support with amendment(s)) When the committee originally heard this bill, there was opposition from the Washington Association of Prosecuting Attorneys. However, the current proposal is a good compromise that allows victims to be made whole while supporting the goal of juvenile rehabilitation. Various places in the bill indicate that full restitution must be paid to individual victims before a juvenile record is sealed. Individual victims can be in as dire straits as the offenders. The large restitution amounts are almost always obligations owed to insurance providers. It is encouraged that the committee adopt an amendment indicating that individuals must pay full restitution to individual victims named in the restitution order, excluding insurance providers. With the changes that have been made and that minor technical change, there is great support for this bill.

(Opposed) None.

(Other) The concern among law enforcement has been access to the sealing of juvenile records. Based on the current language and the proposed language, we no longer have a concern about the bill.

Persons Testifying: (In support) Senator O'Ban, prime sponsor; Steve Warning, Superior Court Judges Association; Larry Jefferson and Hilary Madsen, Columbia Legal Services; Thomas O'Ban, University of Washington Legal Clinic; Sonya Watkins; Austin Kennish, Antonio Vasquez, Preston Meza, and Solinuu Leae, Green Hill United Youth Council; and Steve Lindstrom, Capitol Classroom.

(In support with amendment(s)) Tom McBride, Washington Association of Prosecuting Attorneys.

(Other) James McMahan, Washington Association of Sheriffs and Police Chiefs.

Persons Signed In To Testify But Not Testifying: None.



October 23, 2015

TO: JISC Data Dissemination Committee

FROM: Stephanie Happold, AOC Data Dissemination Administrator

RE: Does RCW 13.50.260(7) bar Washington State Patrol access to sealed juvenile offender case information with their JIS LINK account?

Background and Recommendation

The Washington State Patrol (WSP) identification, child abuse, and criminal history section¹ is the repository for criminal history record information and the primary source for felony conviction histories for filings, plea agreements, and sentencing on felony cases in the state. RCW 10.98.030. The section also provides other criminal justice agencies criminal history record information pertaining to any person of whom the section has a record. RCW 43.43.705. Courts and other criminal justice agencies are required to furnish disposition data to this WSP section pursuant to RCW 43.43.745.² RCW 10.97.045. The Washington State Courts satisfy this requirement with a data feed of statewide court information that the Administrative Office of the Courts (AOC) transmits to WSP. Additionally, some courts also provide paperwork to local law enforcement who then forward it on to WSP; or the courts and the clerk's offices send the paperwork directly to WSP. The WSP also has JIS LINK accounts that provide view-only access to court data.

During this last Legislative session, Substitute Senate Bill 5564 was passed requiring the WSP-maintained Washington State Identification System (WASIS) to provide

¹ RCW 43.43.700: There is hereby established within the Washington state patrol a section on identification and criminal history hereafter referred to as the section. In order to aid the administration of justice the section shall install systems for the identification of individuals, including the fingerprint system and such other systems as the chief deems necessary. The section shall keep a complete record and index of all information received in convenient form for consultation and comparison.

The section shall obtain from whatever source available and file for record the fingerprints, palmprints, photographs, or such other identification data as it deems necessary, of persons who have been or shall hereafter be lawfully arrested and charged with, or convicted of any criminal offense. The section may obtain like information concerning persons arrested for or convicted of crimes under the laws of another state or government.

² RCW 43.43.745(3): Disposition of the charge for which the arrest was made shall be reported to the section at whatever stage in the proceedings a final disposition occurs by the arresting law enforcement agency, county prosecutor, city attorney, or court having jurisdiction over the offense: PROVIDED, That the chief shall promulgate rules pursuant to chapter 34.05 RCW to carry out the provisions of this subsection.

criminal justice agencies access to sealed juvenile records information. E2SSB 5564, Chapter 265, Laws of 2015, Section 3, RCW 13.50.260(8)(d), July 24, 2015. WSP soon discovered problems implementing this law because some courts dismiss and seal the cases during the same proceeding. The dismissal comes to WSP via the AOC data feed seven days after the event because of the WSP built-in delay to ensure the fingerprint arrest information is in the WASIS prior to the disposition. Because of this delay, WSP is getting seal information from the courts before the disposition transfer report and it is unknown which event to seal in WASIS. Currently, WSP is working with local court staff and prosecuting attorney's offices to obtain the information. However, this is cumbersome and a drain on local resources. To resolve this, WSP submitted the attached request to the JISC Data Dissemination Committee (DDC) asking for access to sealed juvenile criminal case information in JIS so as to match the sealed information with the disposition data in WASIS. During the September 10, 2015, DDC meeting, members questioned if such access could be allowed per RCW 13.50.260(7)³ that states "[i]nspection of the files and records included in the order to seal may thereafter be permitted only by order of the court upon motion made by the person who is the subject of the information or complaint, except as provided in RCW 13.50.010(8) and RCW 13.50.080(13)."

It is AOC's position that RCW 13.50.260(7) does not apply to providing sealed juvenile case information to WSP so it can satisfy its obligations under RCW 13.50.260(8)(d). RCW 13.50.260(7) addresses inspection of the court records and files. The Merriam-Webster dictionary defines inspection as the "act of looking at something closely in order to learn more about it, to find problems, etc." See <http://www.merriam-webster.com/dictionary/inspection>, reviewed October 16, 2015. This statute prohibits access to a requestor who simply wishes to view the sealed court file. WSP does not wish to have access to the sealed juvenile data in order to simply review it; but rather, to obtain all the information about the case in order to correctly update WASIS and to pass on the correct information to other law enforcement agencies as it is statutorily required to do under RCW 13.50.260(8)(d).

Court Rule GR 31(f)(3) also supports WSP access as it allows criminal justice agencies to request court records not publically accessible if they identify the desired records and provide the proposed use for the court record. GR 31(f)(3)(B). Access is then governed by a dissemination contact. GR 31(f)(3)(C). WSP has requested and identified the needed court records and the obligatory requirement for obtaining this information. If a JIS LINK role can be created to provide this requested access, the agreement between AOC and WSP would include the provisions laid out in GR 31(f)(3)(C).

Conclusion

As the WSP request for access to sealed juvenile case information is not for simply inspecting the court file as stated in RCW 13.50.260(7), the statute does not prevent the

³ Originally RCW 13.50.050(15); later codified during the 2014 Legislative Session into RCW 13.50.260(7).

access. The information WSP is requesting would supplement the data already received by both the courts and the AOC that is required under RCW 43.43.745 and RCW 10.97.045 and ensure the accuracy of the data in WASIS.⁴ Additionally, GR 31(f)(3) allows for the access as WSP has identified the needed records and the intended use, and would be governed by an agreement as detailed in GR 31(f)(3)(C).

⁴ AOC Staff does not assert that the JIS LINK access should be given in order to satisfy RCW 10.97.045 and RCW 43.43.745 requirements as those obligations are already being satisfied by the AOC data feed and by any additional data the individual courts are providing WSP. However, the supplemental information will help WSP satisfy its own statutory requirements as well as lighten the workload of individual courts and prosecuting attorney's offices that are currently working with WSP to compensate for the seven day delay of disposition data being transferred.

**3. Display of Sealed Juvenile
Case Data to Prosecutors in
JABS/JIS-Link**



June 23, 2020

TO: JISC Data Dissemination Committee
FROM: Kevin Cottingham, AOC Data Dissemination Administrator
RE: Handling sealed juvenile records in JABS

During discussion of sealed cases in AOC applications during the April 2020 DDC meeting, JABS's display of sealed juvenile records drew questions regarding GR 15 and Title 13 RCW's intersection. Specifically, members of the DDC suggested that while RCW 13.50.260 requires that AOC make information on the existence of sealed juvenile records available to prosecutors, these listings in JABS should have less data than what GR 15 requires for display of sealed case information on court indices. This would be in keeping with other provisions of RCW 13.50.260, which states that sealed juvenile records are to be "treated as if they never occurred".

As discussed in detail below, the Court has historically respected the Legislature's decisions regarding the confidentiality of juvenile court records. In this case, the language of the statute mirrors the language used by the Court in GR 15, supporting the assertion that sealed juvenile records are to be displayed to prosecutors as other sealed cases are displayed on public court indices. Legislative history, on the other hand, seems to indicate that the final language was a cost-effective solution for unsealing records upon the initiation of a new criminal trial. This might mean that charges need not be displayed in JABS for compliance under the statute.

Facts

Sealed juvenile records are displayed in JABS only to levels 25 (prosecutors) and 30 (court officials). Sealed cases are bracketed on either end by red text displaying "Start/End of Sealed Cases" and only the case number, court, and charges are displayed. For example:

Table with columns: AKA, Party, Case Number, Crt, Date, Short Title, DV, Jg, DR, O, CD, W, F, C, BAL. Includes rows for 'Start of Sealed Cases' and 'End of Sealed Cases' with associated case details.

For lower levels of access, nothing is displayed that indicates the presence of sealed cases.

Relevant Laws and Court Rules, excerpted

RCW 13.50.260:

(6)(a) If the court enters a written order sealing the juvenile court record pursuant to this section, it shall, subject to RCW 13.50.050(13), order sealed the official juvenile court record, the social file, and other records relating to the case as are named in the order. Thereafter, the proceedings in the case shall be treated as if they never occurred, and the subject of the records may reply accordingly to any inquiry about the events, records of which are sealed. Any agency shall reply to any inquiry concerning confidential or sealed records that records are confidential, and no information can be given about the existence or nonexistence of records concerning an individual.

. . .

(8)(c) The Administrative Office of the Courts shall ensure that the Superior Court Judicial Information System provides prosecutors access to information on the existence of sealed juvenile records.

GR 15:

(4) Sealing of Entire Court File. When the clerk receives a court order to seal the entire court file, the clerk shall seal the court file and secure it from public access. All court records filed thereafter shall also be sealed unless otherwise ordered. The existence of a court file sealed in its entirety, unless protected by statute, is available for viewing by the public on court indices. The information on the court indices is limited to the case number, names of the parties, the notation "case sealed," the case type and cause of action in civil cases and the cause of action or charge in criminal cases, except where the conviction in a criminal case has been vacated, section (d) shall apply. The order to seal and written findings supporting the order to seal shall also remain accessible to the public, unless protected by statute.

Analysis

In any discussion regarding juvenile cases and records, statutes are generally given priority over court rules. Washington's Supreme Court has stated that the Court "has always given effect to the legislature's judgment in the unique setting of juvenile court records"¹ and "has always respected the legislature's judgment as to the openness of juvenile court records."² As such, RCW 13.50.260 should be given weight when determining how these sealed cases should be displayed in JABS. When discerning the meaning of a statute, the "fundamental objective is to ascertain and carry

¹ *State v. S.J.C.*, 183 Wn.2d 408, 417 (2015).

² *Id.*

out the Legislature's intent, and if the statute's meaning is plain on its face, then the [reader] must give effect to that plain meaning as an expression of legislative intent.”³

Interpretation of RCW 13.50.260 in light of GR 15 is difficult when the overall text of the statute alone points in multiple directions. While the law requires that sealed juvenile records be “treated as if they never occurred”, it specifically also mandates that AOC make information regarding the existence of the sealed records available to prosecutors. To add to the confusion, the statute unseals the juvenile records upon the charging of a felony or adjudication of a juvenile crime. This makes their visibility when sealed a moot point, as in many circumstances the cases are unsealed by the time a prosecutor needs to use them.

The Supreme Court made sweeping changes to GR 15 in 1997. Of interest here, the 1997 version of the rule is the first version in which Washington’s language regarding the visibility of the existence of sealed cases on court indices appears. This language has had some minor changes over the years, but the relevant text is essentially the same: the rule requires the visibility of the existence of sealed cases on indices, and goes on to limit the visible information to “case number, names of the parties, the notation ‘case sealed’, the case type in civil cases and the cause of action or charge in criminal cases.” See the attached copy of the Supreme Court’s order no. 25700-A-601 effecting the changes.

With this in mind, the legislature’s choice of words could be seen as displaying a clear purpose. RCW 13.50.260(8)(c) specifically calls out “the existence” of sealed juvenile records, mirroring the language used in GR 15 requiring that “the existence” of sealed cases be visible on court indices. Because the parallel wording was codified seven years after the Supreme Court enacted GR 15, the legislature may have intended to mirror GR 15’s requirements regarding their visibility as well. If the Court has defined the “existence” of a sealed record as the minimal data listed in GR 15, then “existence” for the purposes of 13.50.260 should be the same.

If the text is dispositive, JABS should continue to display its current data to prosecutors regarding sealed juvenile cases. While this does seem to create a Catch-22 in that prosecutors are specifically provided information they are not allowed to use in juvenile hearings—as the cases would only be unsealed upon adjudication, or the entering of a final disposition, in a juvenile hearing—any attorney familiar with a courtroom setting would also be familiar with striking text from the record, or any number of instances in which known facts or testimony may not be considered. If the text is not considered dispositive, however, legislative history must be examined.

The language requiring AOC to provide prosecutors with sealed case information appeared originally in 2004 House Bill 3078, which added the text to RCW 13.50.050, where it remained until it was moved into RCW 13.50.260 a decade later. Specifically, the relevant portions of the final text appeared as an amendment to the substitute bill.⁴

³ *State, Dep't of Ecology v. Campbell & Gwinn, L.L.C.*, 146 Wash. 2d 1, 9–10 (2002)

⁴ This amendment actually called for the “justice information system” to display records to prosecutors and was changed later, but it is fair to say this is the beginning of the language at issue.

This substitute bill required that “The Administrative Office of the Courts will ensure that the Superior Court Management Information System will automatically retrieve sealed juvenile records upon the charging of the person with a new felony.” AOC’s fiscal note was drafted specifically regarding this substitute bill, and has a comment that “The prosecutor filing the new felony can ask the court to unseal a sealed juvenile case if it is necessary . . . Assuming the bill does not require that the filing of a new felony charge would trigger an automatic unsealing of the sealed records in the judicial information system, it will not have a fiscal impact on the administrative office of the courts.” Both the fiscal note and prior version of the bill are attached to this memo.

If the effective language is seen as a response to this fiscal note and the substitute bill, requiring that prosecutors have access to sealed cases seems to be merely a cost-effective response to the unsealing issue. All that would be required for AOC’s compliance is the court and case number. Prosecutors can then take this information to the court and get the relevant records unsealed, allowing for the information to be used in charging of a felony. This idea is supported by audio testimony from a Senate Children, Family Services & Corrections Committee hearing on February 24, in which this amendment was repeatedly addressed as a solution which eliminates fiscal impact.⁵ This would also resolve the aforementioned issue of providing unusable data to prosecutors.

It should be pointed out that, regardless of the approach chosen by the DDC, there is little risk in disseminating this charge information to prosecutors in JABS, as prosecutors are governed by numerous contracts and laws regarding their behavior. Before access to AOC applications is given, an individual with signing authority for the subscribing prosecutorial organization must sign a service agreement stating that:

The Subscriber agrees to ensure that:

- i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official prosecutorial business;*
- ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;*
- iii. Access is available only to authorized employees having a cogent need for such information; and*
- iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order;*

Each individual prosecutor must also sign a confidentiality agreement, which includes the provision that they “agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from JIS.” These are both in addition to whatever confidentiality agreements particular localities

⁵ Senate Children, Fam Svcs & Corr. Cmte Hearing, Feb. 24, 2004, *available at* <https://www.tvw.org/watch/?eventID=2004021111> (testimony starts exactly 1 hour in)

might have them sign and even Washington's oath, in which attorneys swear to be "fully subject to the laws of the State of Washington".

In summary, the text of the statute supports the information currently disclosed through JABS, while some of the legislative history behind the statute may support providing less details. The text's use of seemingly-parallel phrasing in referring to "the existence" of sealed cases could be inferred as an intent to mirror GR 15's requirements for displaying them. On the other hand, if the amendment was a fiscally-sound compromise to easily unseal sealed cases, displaying the charges is not necessary, as only case number and court are needed for this.

THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE ADOPTION OF THE)
AMENDMENTS TO GR 15; CrRLJ 7.2 and 7.3)
_____)

ORDER
NO. 25700-A- 601

The Court Management Council having recommended the adoption of the proposed amendments to GR 15; CrRLJ 7.2 and 7.3, and the Court having determined that the proposed amendments will aid in the prompt and orderly administration of justice and further determined that an emergency exists which necessitates an early adoption;

Now, therefore, it is hereby

ORDERED:

- (a) That the amendments as attached hereto are adopted.
- (b) That pursuant to the emergency provisions of GR 9(i), the amendments will be

published expeditiously and become effective upon publication.

DATED at Olympia, Washington this 12th day of May, 1997.

CLERK
97 MAY 12 PM 3:30
BY C. J. MERRITT
STATE OF WASHINGTON
CLERK

B. Quikam

Barbara Madsen

Alexander, J.

Malmaige, J.

Sander, J.

Dalbert, J.

Spiz, J.

Dung, J.

John, J.

3/5/21

GR 15. DESTRUCTION ~~AND~~ SEALING OF COURT RECORDS

(a) **Purpose and Scope of the Rule.** This rule sets forth a uniform procedure for the destruction ~~and~~ or sealing of court files, ~~cases, records,~~ or specified documents or material in a court file ~~or record at all court levels.~~ This rule shall apply to court files, cases, records, documents, or materials in any form or format, including but not limited to hard copy, microfilm, microfiche, and automated information system format. ~~Except as provided by this rule and by RCW 36.23.065,~~ The clerk shall maintain all documents and materials filed with the court, and shall make them available for public examination all files, cases, records, documents, or materials which have not been ordered destroyed or sealed.

(b) **Definition and Construction of Terms.**

(1) *Seal.* To seal means to protect from examination by the public or nonauthorized court personnel. Sealing of a hard copy, microfilm, or microfiche is accomplished by enclosing with a fastening which must be broken before access can be obtained. Sealing of an automated information system file or record is accomplished by restricting access to authorized court personnel only. The existence of a sealed file is available for viewing by the public on court indices, but is limited to the case number, names of the parties, the notation "case sealed", the case type in civil cases and the cause of action or charge in criminal cases. The contents of sealed documents or records within a case are not available for viewing by the public. Sealed files, documents or records may be examined by the public only after the files, documents or records have been ordered unsealed pursuant to section (d) of this rule. A motion or order to ~~expunge, delete, purge, remove, excise,~~ or erase shall be treated as a motion or order to seal.

(2) *Destroy.* To destroy means to ~~remove and physically obliterate a court file, case, document, or material~~ in such a way as to make it permanently irretrievable, unavailable for examination or for use in any court or other proceeding. A motion or order to expunge shall be treated as a motion or order to destroy.

(3) *Strike.* A motion or order to strike is not a motion or order to seal or destroy.

(c) **Grounds and Procedure for Requesting the Sealing or Destruction of Court Records.**

(1) *Criminal Cases or Juvenile Proceedings.*

(A) Destruction of Files or Records. On motion of any interested person in a criminal case or juvenile proceeding, or on the court's own motion, and after a hearing, the court may order the files and records in the proceeding, or any part thereof, to be destroyed if the court finds that such action is expressly permitted by statute. Reasonable notice of the hearing shall be given to: (1) the prosecuting authority of the city or county; (2) the affected adult or juvenile defendant; (3) the victim, if ascertainable; and (4) the person or agency having probationary, custodial, community placement, or community supervision over the affected adult or juvenile defendant.

(B) Sealing of Files and Records. Subject to the provisions of RCW 4.24 and CR 26(j), on motion of any interested person in a criminal case or juvenile proceeding, or on the court's own motion, and after a hearing, the court may order the files and records in the proceeding, or any part thereof, to be sealed if the court finds that such action is expressly permitted by statute or that there are compelling circumstances requiring such action. Reasonable notice of the hearing shall be given by the moving party to: (1) the

prosecuting authority of the city or county; (2) the affected adult or juvenile defendant; (3) the victim, if ascertainable; and (4) the person or agency having probationary, custodial, community placement, or community supervision over the affected adult or juvenile defendant.

(2) *Civil Cases.*

(A) *Destruction of Files or Records.* After entry of final judgment, no civil case file or any part thereof may be destroyed, except after files have been microfilmed as provided in RCW 36.23.065. Before entry of final judgment, civil case files or parts thereof may be destroyed only if the destruction is expressly permitted by statute.

(B) *Sealing of Files or Records.* On motion of any party to a civil proceeding, or on the court's own motion, and after reasonable notice to the nonmoving party and a hearing, the court may order the sealing of any files and records in the proceeding (i) to further an order entered under CR 12(f) or a protective order entered under CR 26(c); or (ii) under compelling circumstances where justice so requires.

(d) **Grounds and Procedure for Requesting the Unsealing ~~Opening~~ of Sealed Records.**

(1) *Criminal Cases ~~or Juvenile Proceedings.~~* After the entry of an order to seal all or part of a court file in a criminal ~~or juvenile~~ proceeding, the records sealed shall be ordered unsealed ~~opened~~ only upon proof of compelling circumstances, unless otherwise provided by statute, and only upon motion and written notice to the persons entitled to notice under subsection (c)(1) of this rule.

(2) *Civil Cases.* After the entry of an order to seal all or part of a court file in a civil proceeding, the records sealed shall be ordered unsealed ~~opened~~ only upon stipulation of all parties or upon motion and written notice to all parties and proof of compelling circumstances, or pursuant to RCW 4.24 or CR 26(j).

(3) *Juvenile Proceedings.* After the entry of an order to seal all or part of a court file in a juvenile proceeding, inspection of the files and records included in the order to seal may thereafter be permitted only by order of the court upon motion made by the person who is the subject of the record, except as otherwise provided in RCW 13.50.010(8) and (24). Any adjudication of a juvenile offense or a crime subsequent to sealing has the effect of nullifying the sealing order, pursuant to RCW 13.50.050(15).

(e) **Clerk's Duties. ~~Upon the Filing of an Order to Destroy or Seal.~~** Upon the receipt of an order to destroy or seal signed by the court, the clerk shall take the following action:

(1) *Destruction of Entire File.* Upon receipt of a court order ~~For~~ to destroy the whole entire file under the primary control of the clerk, the clerk shall:

(A) ~~Delete~~ Destroy all references to the file from SCOMIS ~~or other any applicable automated information systems~~ ~~docket and all entries except the case number and substitute the words "File Destroyed"; and~~

(B) ~~Remove and d~~ Destroy all documents in the entire contents of the file, in whatever media they may be stored, ~~except for the order to destroy.~~

(2) *Sealing of Entire File.* Upon receipt of a court order ~~For~~ orders to seal the whole entire file under the primary control of the clerk, the clerk shall:

(A) ~~Delete all references to the file from SCOMIS or other applicable docket systems and delete all entries except the case number, the names of the parties, and the addresses of the parties or their attorneys, and substitute the words "File Sealed";~~ Mark the automated file "Sealed".

(B) ~~Make a copy of all automated docket and other records and place them in the case file~~ Mark the file "Sealed" and secure it and all subsequently filed documents from public access; and

(C) ~~Seal the entire file, including but not limited to all pleadings, papers, depositions, exhibits, and court reporter's notes and minute entries, except for the order to seal.~~

(3) *Destruction of Specified Documents.* ~~For orders~~ Upon receipt of a court order to destroy specified documents or materials within a file under the primary control of the clerk, the clerk shall:

(A) ~~On the automated or other docket~~ destroy any docket code information except any document or sub-document number previously assigned to the document destroyed and enter substitute "Ordered Destroyed" for the docket entry, leaving only the date and number of the original documents or material;

(B) ~~Remove and d~~ Destroy the appropriate documents or material in whatever media they may be stored from the file, substituting, when applicable, a printed or other reference to the order to destroy, including the date, location, and document number of the order to destroy; and

(C) File the order to destroy.

(4) *Sealing of Specified Documents.* ~~For orders~~ Upon receipt of a court order to seal specified documents or material within a file under the primary control of the clerk, the clerk shall:

(A) ~~On the automated or other docket,~~ preserve the docket code, document title, document or subdocument number and date substitute "Ordered Sealed" for the docket entry, leaving only the date and number of the original documents or material;

(B) Remove the documents or material from the file, seal them, and return them to the file under seal or store separately, substituting a filler sheet for the removed sealed document. In the event the document ordered sealed exists in a microfilm, microfiche or other storage medium, the clerk shall limit access to the alternate storage medium so as to prevent unauthorized viewing of the sealed document; and

(C) File the order to seal.

(D) If the file is made available for examination, the clerk shall prevent access to remove the sealed records from the file before the rest of the file is made available and replace the sealed records immediately after the examination.

(f) **Microfilming of Sealed Records.** Sealed records may be microfilmed as provided in RCW 36.23.065 and such microfilm shall be maintained in accordance with this rule.

(g) **Trial Exhibits.** Notwithstanding any other provision of this rule, trial exhibits may be destroyed or returned to the parties if all parties so stipulate in writing and the court so orders.

(h) **Use of Sealed Records on Appeal.** A file, or any portion of it, sealed in the trial court shall be made available to the appellate court in the event of an appeal. Cases sealed

in the trial court shall be sealed from public access in the appellate court subject to further order of the appellate court.

(i) Effect on Other Statutes. Nothing in this rule is intended to restrict or to expand the authority of clerks under existing statutes, nor is anything in this rule intended to restrict or expand the authority of any public auditor in the exercise of duties conferred by statute.

[Adopted effective September 22, 1989; amended effective September 1, 1995.]

Proposed Amendment

CrRLJ 7.2(d), (e)

(d) Record. A record of the sentencing proceedings shall be made. The sentencing and judgment records of the courts of limited jurisdiction shall be preserved in perpetuity, either in an electronic or hard copy format. "Hard copy format" may include microfilm, microfiche, or a paper copy. The record of the sentencing proceedings shall be prima facie evidence of a valid conviction in subsequent proceedings in courts of limited jurisdiction and in superior court.

(e) Judgment and Sentence.

(1) An electronic judgment and sentence shall be prescribed by the Administrator for the Courts in conjunction with the Judicial Information System Committee (JISC).

(2) A non-electronic judgment and sentence form shall be prescribed by the Administrator for the Courts in conjunction with the Supreme Court Pattern Forms Committee.

(3) Notwithstanding any other statute or rule to the contrary, each judgment and sentence form, either electronic or hard copy, shall be preserved by the court in perpetuity.

Proposed Amendment

CrRLJ 7.3 JUDGMENT

A judgment of conviction shall set forth whether the defendant was represented by a lawyer or waived representation by a lawyer, the plea, the verdict or findings, and the adjudication and sentence. The court may order that its sentence include special conditions or requirements, including a specified schedule for the payment of a fine, restitution, or other costs, or the performance of community service. If the defendant is found not guilty or for any other reason is entitled to be discharged, judgment shall be entered accordingly. The judge or clerk shall enter the judgment on the record.

The judgment and record of the sentencing proceedings of the courts of limited jurisdiction shall be preserved in perpetuity, either in an electronic or hard copy format. "Hard copy format" may include microfilm, microfiche, or a paper copy. At a minimum, the judgment and record of the sentencing proceedings shall include:

- (a) Defendant's name;
- (b) Defendant's ID numbers;
- (c) The charge, as well as any amendments to the original charge;
- (d) Arraignment date;
- (e) The plea, and date entered;
- (f) Representation by or waiver of lawyer, as well as date of lawyer's appearance or waiver;

(g) The parties present, including but not limited to the judge, attorneys, prosecutor, defense counsel, witnesses;

(h) Verdict or findings, and the date entered;

(i) Adjudication and sentence, and the date entered;

(j) Conditions or requirements of the sentence, including but not limited to a specified schedule for the payment of a fine, restitution, or other costs, performance of community service, counseling or treatment;

(k) The outcomes of any hearings held on the case, including but not limited to noncompliance hearings, reviews.

The judgment and record of the sentencing proceedings shall be prima facie evidence of a valid conviction in subsequent proceedings in courts of limited jurisdiction and in superior court.



Holcomb's "Valid Assumptions" on Appellate Brief-writing

by Byron Holcomb

As To Preparation of Appellate Briefs:

#1: If a brief absolutely, positively, and without fail has to be mailed by 5 p.m. that day, your secretary calls in sick that morning.

#2: If that brief has to be mailed as indicated and there is one case for which you have argued for 40 pages of a 45-page brief why decision should be rendered in your favor, you find out with two hours to go that the case was overruled by a unanimous decision of an *en banc* panel yesterday.

#3: A corollary of VA #2 is: if you cannot find the Shepard's summary you did on that controlling case and have 12 minutes to get to a law library, the law library closes in 10 minutes; or with 12 minutes to get there and it takes 10, your car won't start; or, if your car starts, parking around the library has been cordoned off for blocks because of a bomb threat.

#4: With a four-line conclusion to be entered on a 45-page brief and two hours to go, electrical power fails (with a companion loss of all data).

#5: If it takes 50 pages of white paper to prepare all necessary copies and you have 51, two will get mangled in the copy machine and become unusable.

#6: With the original and all copies assembled and collated with 20 minutes to go, no one can find the box of staples specially purchased for the thickness of the brief; or the large stapler, which was there all day, cannot now be found anywhere. (All stores and nearby offices are also closed early due to a holiday.)

As to Filing of Appellate Briefs:

#7: With the original and the proper number of copies in the correct envelopes and with five minutes to spare at the U.S. Postal Service before closing, the postage is \$25.05, and you have \$25 and no checks.

#8: With the original and the proper number of copies safely in the hands of the overnight express person, and having ever in mind the stern warning of the appellate motions panel that the last extension has been granted, the worst snow-storm in history blankets the destination city, snarling traffic for hundreds of miles in every direction and preventing all airplanes from landing.

#9: If there is one copy which has been mis-assembled or improperly collated (this "VA" is especially true if there is a missing page of critical importance linking up all other arguments), the clerk of the court randomly selects and delivers that copy to the judge who is the strictest on form and precision; or to the judge who is most likely to vote against your position in the first place; or to the judge who chastised you from the bench during the last oral argument before him or her questioning your competence, thoroughness or brief-writing ability.

As to Review of Appellate Briefs:

#10: After achieving success in overcoming all of the above "VAs" and after being emotionally drained and physically exhausted, you arrive back at your office the next morning only to find that the court *sua sponte* remanded the case because of a ruling in a companion case.

#11: After all of the above and at oral argument, the court is not interested in your brief, but desires further briefing and argument on a point not previously raised.

#12: After all of the above and at oral argument, you find that none of the panel has any interest in your brief and is only interested in the argument of your opponent.

Nothing, and I mean nothing — not pestilence, disease, mayhem or anguish, will ever again phase you after having to comply with federal court appellate rules as to brief assembly and service.

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SUBSTITUTE HOUSE BILL 3078

State of Washington

58th Legislature

2004 Regular Session

By House Committee on Juvenile Justice & Family Law (originally sponsored by Representatives Dickerson, Boldt, Flannigan, Kagi and Pettigrew)

READ FIRST TIME 02/06/04.

1 AN ACT Relating to sealing juvenile records; and reenacting and
2 amending RCW 13.50.050.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 13.50.050 and 2001 c 175 s 1, 2001 c 174 s 1, and 2001
5 c 49 s 2 are each reenacted and amended to read as follows:

6 (1) This section governs records relating to the commission of
7 juvenile offenses, including records relating to diversions.

8 (2) The official juvenile court file of any alleged or proven
9 juvenile offender shall be open to public inspection, unless sealed
10 pursuant to subsection (12) of this section.

11 (3) All records other than the official juvenile court file are
12 confidential and may be released only as provided in this section, RCW
13 13.50.010, 13.40.215, and 4.24.550.

14 (4) Except as otherwise provided in this section and RCW 13.50.010,
15 records retained or produced by any juvenile justice or care agency may
16 be released to other participants in the juvenile justice or care
17 system only when an investigation or case involving the juvenile in
18 question is being pursued by the other participant or when that other

1 participant is assigned the responsibility for supervising the
2 juvenile.

3 (5) Except as provided in RCW 4.24.550, information not in an
4 official juvenile court file concerning a juvenile or a juvenile's
5 family may be released to the public only when that information could
6 not reasonably be expected to identify the juvenile or the juvenile's
7 family.

8 (6) Notwithstanding any other provision of this chapter, the
9 release, to the juvenile or his or her attorney, of law enforcement and
10 prosecuting attorneys' records pertaining to investigation, diversion,
11 and prosecution of juvenile offenses shall be governed by the rules of
12 discovery and other rules of law applicable in adult criminal
13 investigations and prosecutions.

14 (7) Upon the decision to arrest or the arrest, law enforcement and
15 prosecuting attorneys may cooperate with schools in releasing
16 information to a school pertaining to the investigation, diversion, and
17 prosecution of a juvenile attending the school. Upon the decision to
18 arrest or the arrest, incident reports may be released unless releasing
19 the records would jeopardize the investigation or prosecution or
20 endanger witnesses. If release of incident reports would jeopardize
21 the investigation or prosecution or endanger witnesses, law enforcement
22 and prosecuting attorneys may release information to the maximum extent
23 possible to assist schools in protecting other students, staff, and
24 school property.

25 (8) The juvenile court and the prosecutor may set up and maintain
26 a central record-keeping system which may receive information on all
27 alleged juvenile offenders against whom a complaint has been filed
28 pursuant to RCW 13.40.070 whether or not their cases are currently
29 pending before the court. The central record-keeping system may be
30 computerized. If a complaint has been referred to a diversion unit,
31 the diversion unit shall promptly report to the juvenile court or the
32 prosecuting attorney when the juvenile has agreed to diversion. An
33 offense shall not be reported as criminal history in any central
34 record-keeping system without notification by the diversion unit of the
35 date on which the offender agreed to diversion.

36 (9) Upon request of the victim of a crime or the victim's immediate
37 family, the identity of an alleged or proven juvenile offender alleged
38 or found to have committed a crime against the victim and the identity

1 of the alleged or proven juvenile offender's parent, guardian, or
2 custodian and the circumstance of the alleged or proven crime shall be
3 released to the victim of the crime or the victim's immediate family.

4 (10) Subject to the rules of discovery applicable in adult criminal
5 prosecutions, the juvenile offense records of an adult criminal
6 defendant or witness in an adult criminal proceeding shall be released
7 upon request to prosecution and defense counsel after a charge has
8 actually been filed. The juvenile offense records of any adult
9 convicted of a crime and placed under the supervision of the adult
10 corrections system shall be released upon request to the adult
11 corrections system.

12 (11) In any case in which an information has been filed pursuant to
13 RCW 13.40.100 or a complaint has been filed with the prosecutor and
14 referred for diversion pursuant to RCW 13.40.070, the person the
15 subject of the information or complaint may file a motion with the
16 court to have the court vacate its order and findings, if any, and,
17 subject to subsection (23) of this section, order the sealing of the
18 official juvenile court file, the social file, and records of the court
19 and of any other agency in the case.

20 (12) The court shall not grant any motion to seal records made
21 pursuant to subsection (11) of this section that is filed on or after
22 July 1, 1997, unless it finds that:

23 (a) For class B offenses other than sex offenses, since the last
24 date of release from confinement, including full-time residential
25 treatment, if any, or entry of disposition, the person has spent
26 (~~ten~~) five consecutive years in the community without committing any
27 offense or crime that subsequently results in conviction. For class C
28 offenses other than sex offenses, since the last date of release from
29 confinement, including full-time residential treatment, if any, or
30 entry of disposition, the person has spent (~~five~~) two consecutive
31 years in the community without committing any offense or crime that
32 subsequently results in conviction. For gross misdemeanors and
33 misdemeanors, since the last date of release from confinement,
34 including full-time residential treatment, if any, or entry of
35 disposition, the person has spent two consecutive years in the
36 community without committing any offense or crime that subsequently
37 results in conviction and the person is at least eighteen years old.
38 (~~For gross misdemeanors, since the last date of release from~~

1 ~~confinement, including full-time residential treatment, if any, or~~
2 ~~entry of disposition, the person has spent three consecutive years in~~
3 ~~the community without committing any offense or crime that subsequently~~
4 ~~results in conviction and the person is at least eighteen years old.))~~
5 For diversions, since completion of the diversion agreement, the person
6 has spent two consecutive years in the community without committing any
7 offense or crime that subsequently results in conviction or diversion
8 and the person is at least eighteen years old;

9 (b) No proceeding is pending against the moving party seeking the
10 conviction of a juvenile offense or a criminal offense;

11 (c) No proceeding is pending seeking the formation of a diversion
12 agreement with that person;

13 (d) The person has not been convicted of a class A or sex offense;
14 and

15 (e) Full restitution has been paid.

16 (13) The person making a motion pursuant to subsection (11) of this
17 section shall give reasonable notice of the motion to the prosecution
18 and to any person or agency whose files are sought to be sealed.

19 (14) If the court grants the motion to seal made pursuant to
20 subsection (11) of this section, it shall, subject to subsection (23)
21 of this section, order sealed the official juvenile court file, the
22 social file, and other records relating to the case as are named in the
23 order. Thereafter, the proceedings in the case shall be treated as if
24 they never occurred, and the subject of the records may reply
25 accordingly to any inquiry about the events, records of which are
26 sealed. Any agency shall reply to any inquiry concerning confidential
27 or sealed records that records are confidential, and no information can
28 be given about the existence or nonexistence of records concerning an
29 individual.

30 (15) Inspection of the files and records included in the order to
31 seal may thereafter be permitted only by order of the court upon motion
32 made by the person who is the subject of the information or complaint,
33 except as otherwise provided in RCW 13.50.010(8) and subsection (23) of
34 this section.

35 (16) Any adjudication of a juvenile offense or a crime subsequent
36 to sealing has the effect of nullifying the sealing order. Any
37 charging of an adult felony subsequent to the sealing has the effect of
38 nullifying the sealing order for the purposes of chapter 9.94A RCW.

1 The administrative office of the courts will ensure that the superior
2 court management information system will automatically retrieve sealed
3 juvenile records upon the charging of the person with a new felony.

4 (17)(a) A person eighteen years of age or older whose criminal
5 history consists of only one referral for diversion may request that
6 the court order the records in that case destroyed. The request shall
7 be granted, subject to subsection (23) of this section, if the court
8 finds that two years have elapsed since completion of the diversion
9 agreement.

10 (b) A person twenty-three years of age or older whose criminal
11 history consists of only referrals for diversion may request that the
12 court order the records in those cases destroyed. The request shall be
13 granted, subject to subsection (23) of this section, if the court finds
14 that all diversion agreements have been successfully completed and no
15 proceeding is pending against the person seeking the conviction of a
16 criminal offense.

17 (18) If the court grants the motion to destroy records made
18 pursuant to subsection (17) of this section, it shall, subject to
19 subsection (23) of this section, order the official juvenile court
20 file, the social file, and any other records named in the order to be
21 destroyed.

22 (19) The person making the motion pursuant to subsection (17) of
23 this section shall give reasonable notice of the motion to the
24 prosecuting attorney and to any agency whose records are sought to be
25 destroyed.

26 (20) Any juvenile to whom the provisions of this section may apply
27 shall be given written notice of his or her rights under this section
28 at the time of his or her disposition hearing or during the diversion
29 process.

30 (21) Nothing in this section may be construed to prevent a crime
31 victim or a member of the victim's family from divulging the identity
32 of the alleged or proven juvenile offender or his or her family when
33 necessary in a civil proceeding.

34 (22) Any juvenile justice or care agency may, subject to the
35 limitations in subsection (23) of this section and (a) and (b) of this
36 subsection, develop procedures for the routine destruction of records
37 relating to juvenile offenses and diversions.

1 (a) Records may be routinely destroyed only when the person the
2 subject of the information or complaint has attained twenty-three years
3 of age or older, or is eighteen years of age or older and his or her
4 criminal history consists entirely of one diversion agreement and two
5 years have passed since completion of the agreement.

6 (b) The court may not routinely destroy the official juvenile court
7 file or recordings or transcripts of any proceedings.

8 (23) No identifying information held by the Washington state patrol
9 in accordance with chapter 43.43 RCW is subject to destruction or
10 sealing under this section. For the purposes of this subsection,
11 identifying information includes photographs, fingerprints, palmprints,
12 soleprints, toeprints and any other data that identifies a person by
13 physical characteristics, name, birthdate or address, but does not
14 include information regarding criminal activity, arrest, charging,
15 diversion, conviction or other information about a person's treatment
16 by the criminal justice system or about the person's behavior.

17 (24) Information identifying child victims under age eighteen who
18 are victims of sexual assaults by juvenile offenders is confidential
19 and not subject to release to the press or public without the
20 permission of the child victim or the child's legal guardian.
21 Identifying information includes the child victim's name, addresses,
22 location, photographs, and in cases in which the child victim is a
23 relative of the alleged perpetrator, identification of the relationship
24 between the child and the alleged perpetrator. Information identifying
25 a child victim of sexual assault may be released to law enforcement,
26 prosecutors, judges, defense attorneys, or private or governmental
27 agencies that provide services to the child victim of sexual assault.

--- END ---

Multiple Agency Fiscal Note Summary

Bill Number: 3078 S HB	Title: Sealing juvenile records
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Estimated Cash Receipts

Agency Name	2003-05		2005-07		2007-09	
	GF- State	Total	GF- State	Total	GF- State	Total
Total \$						

Local Gov. Courts *						
Local Gov. Other **						
Local Gov. Total						

Estimated Expenditures

Agency Name	2003-05			2005-07			2007-09		
	FTEs	GF-State	Total	FTEs	GF-State	Total	FTEs	GF-State	Total
Office of Administrator for the Courts	Non-zero but indeterminate cost. Please see discussion.								
Total	0.0	\$0	\$0	0.0	\$0	\$0	0.0	\$0	\$0

Local Gov. Courts *	Non-zero but indeterminate cost. Please see discussion.								
Local Gov. Other **									
Local Gov. Total									

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Prepared by: Garry Austin, OFM	Phone: 360-902-0564	Date Published: Final 2/13/2004
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* See Office of the Administrator for the Courts judicial fiscal note

** See local government fiscal note

Judicial Impact Fiscal Note

Bill Number: 3078 S HB	Title: Sealing juvenile records	Agency: 055-Office of Administrator for Courts
-------------------------------	--	---

Part I: Estimates

No Fiscal Impact

Estimated Cash Receipts to:

FUND	FY 2004	FY 2005	2003-05	2005-07	2007-09
Counties					
Cities					
Total \$					

Estimated Expenditures from:

Indeterminate Impact

The revenue and expenditure estimates on this page represent the most likely fiscal impact. Responsibility for expenditures may be subject to the provisions of RCW 43.135.060.

Check applicable boxes and follow corresponding instructions:

- If fiscal impact is greater than \$50,000 per fiscal year in the current biennium or in subsequent biennia, complete entire fiscal note form Parts I-V.
- If fiscal impact is less than \$50,000 per fiscal year in the current biennium or in subsequent biennia, complete this page only (Part I).
- Capital budget impact, complete Part IV.

Legislative Contact:	Phone:	Date: 02/05/2004
Agency Preparation: Yvonne Pettus	Phone: (360) 705-5314	Date: 02/05/2004
Agency Approval: Janet McLane	Phone: (360) 705-5305	Date: 02/06/2004
OFM Review: Garry Austin	Phone: 360-902-0564	Date: 02/10/2004

Part II: Narrative Explanation

II. A - Brief Description Of What The Measure Does That Has Fiscal Impact on the Courts

The bill shortens the time frame from ten years to five years before a person can have a class B juvenile offense sealed. The bill also changes the time frames for sealing a juvenile record for class C offenses and gross misdemeanor and misdemeanor offenses.

The bill also requires the administrative office of the courts to ensure that the sealed juvenile records can be retrieved upon the charging of the person with a new felony.

II. B - Cash Receipts Impact

II. C - Expenditures

Currently, few juveniles come to the court to request sealing of their records. This may be because after a number of years, the juveniles do not think about their juvenile record. If the timelines are shortened, more juveniles may bring the motion to seal. The expenditure impact is likely to be minimal nonetheless.

Currently, prosecutors and law enforcement officers can see the existence of a sealed case as part of their access to the judicial informatino system (JIS) The prosecutor filing the new felony can ask the court to unseal a sealed juvenile case if it is necessary. The sealed juvenile records in the JIS system are currently retrievable by court personnel. Assuming the bill does not require that the filing of a new felony charge would trigger an automatic unsealing of the sealed records in the judicial information system, it will not have a fiscal impact on the administrative office of the courts.

Part III: Expenditure Detail

Part IV: Capital Budget Impact

LOCAL GOVERNMENT FISCAL NOTE

Department of Community, Trade and Economic Development

Bill Number: 3078 S HB	Title: Sealing juvenile records
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Part I: Jurisdiction-Location, type or status of political subdivision defines range of fiscal impacts.

Legislation Impacts:

- Cities:
- Counties:
- Special Districts:
- Specific jurisdictions only:
- Variance occurs due to:

Part II: Estimates

- No fiscal impacts.
- Expenditures represent one-time costs:
- Legislation provides local option:
- Key variables cannot be estimated with certainty at this time:

Part III: Preparation and Approval

Fiscal Note Analyst: Linda Bradford	Phone: 360-725-5035	Date: 02/06/2004
Leg. Committee Contact:	Phone:	Date: 02/05/2004
Agency Approval: Louise Deng Davis	Phone: (360) 725-5034	Date: 02/13/2004
OFM Review: Garry Austin	Phone: 360-902-0564	Date: 02/13/2004

Part IV: Analysis

A. SUMMARY OF BILL

Provide a clear, succinct description of the bill with an emphasis on how it impacts local government.

This bill would make a minor change in RCW 13.50, allowing a person to file a motion requesting his/her juvenile records to be sealed. The provisions for gross misdemeanors would be changed to those of misdemeanors, "since the last date of release from confinement, including full-time residential treatment, if any, or entry of disposition, the person has spent two consecutive years in the community without committing any offense or crime that subsequently results in conviction and the person is at least eighteen years old" (Sec 1 (12)).

The only difference between this bill and HB3078 is that Sec 1 (16) would add a provision regarding the Administrative Office of the Courts and electronic records management.

B. SUMMARY OF EXPENDITURE IMPACTS

Briefly describe and quantify the expenditure impacts of the legislation on local governments, identifying the expenditure provisions by section number, and when appropriate, the detail of expenditures. Delineate between city, county and special district impacts.

The minor change this bill would make in RCW 13.50.050 would consist of minor administrative procedures and thus result in no local impact.

SOURCES:

Assn. of WA Cities

WA State Assn. of Counties

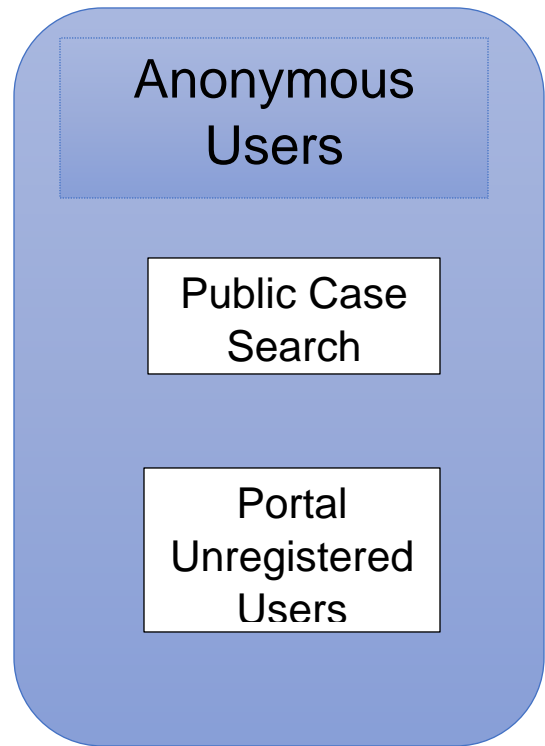
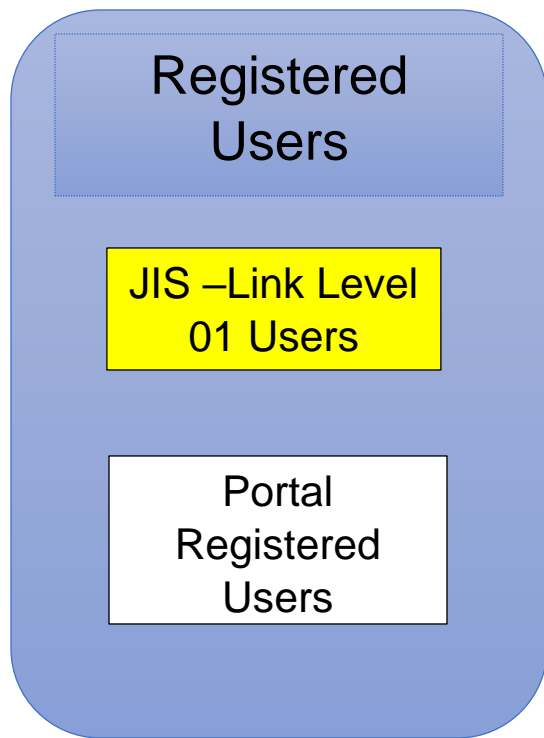
C. SUMMARY OF REVENUE IMPACTS

Briefly describe and quantify the revenue impacts of the legislation on local governments, identifying the revenue provisions by section number, and when appropriate, the detail of revenue sources. Delineate between city, county and special district impacts.

None.

**5. New JIS-Link & Web Search
Requirements Regarding
Judgments**

AOC Public Access – Judgments



1. Judgments with an open originating case

RCW 4.64.030(2)(a) legal financial judgments in the execution docket are required to summarize:

- The judgment creditor
- The name of the creditor's attorney.
- The judgment debtor.
- The amount of the judgment.
- The interest owed to the date of the judgement.
- The total taxable costs and attorney fees, if known at the time of the entry of the judgment.

Systems will associate the judgment with the originating case.

2. Judgments with a sealed originating cases

The Judgment will summarize the following:

- The judgment creditor
- The name of the creditor's attorney.
- The judgment debtor.
- The amount of the judgment.
- The interest owed to the date of the judgement.
- The total taxable costs and attorney fees, if known at the time of the entry of the judgment.

Systems will associate the judgment with the originating case, only the existence of the originating case will be viewable. (GR 15)

3. Juvenile Judgments with an open originating case

RCW 13.40.192 – Mandates the county clerks to docket a juvenile offender’s outstanding legal financial obligations “in the same manner as other judgments for the payment of money.” (See Legal financial judgments RCW 4.64.030)

The Juvenile Judgment will summarize the following;

- The judgment creditor
- The name of the creditor’s attorney.
- The judgment debtor.
- The amount of the judgment.
- The interest owed to the date of the judgment.
- The total taxable costs and attorney fees, if known at the time of the entry of the judgment.

(Business Rule – Does not affect Technical Requirements) – The Clerks do not create the Execution Docket (Judgment Case Type – 9) until the Juvenile is 18 years of age or is no longer under Juvenile Court Supervision (In some cases this is up to 25 years of age).

Systems will associate the judgment with the originating case, if the individual is under the age of 18, identifying information will not be viewable on the originating case.

4. Juvenile Judgments with a sealed originating case

RCW 13.50.260. These statutory conditions make it possible that an offender might have outstanding financial judgment obligations at the time the record is sealed.

The Juvenile Judgment will summarize the following;

- The judgment creditor
- The name of the creditor’s attorney.
- The judgment debtor.
- The amount of the judgment.
- The interest owed to the date of the judgment.
- The total taxable costs and attorney fees, if known at the time of the entry of the judgment.

Under GR 15 a Juvenile Sealed Record is not viewable to the public, not even the existence of the case will be known.

Systems will not associate the judgment with the originating case.

*** If the individual is under the age of 18 on a Judgment case, do not display the Judgment until the individual is 18 years old.*

A system that keeps open the legal financial judgment in a portion of the juvenile offender's sealed file would fail to fully effectuate the requirements of RCW 13.50.260 by making it possible to track back through the file to uncover that there was an underlying adjudicated juvenile offense. Such an outcome runs afoul of RCW 13.50.260 (6)(a), which requires that once the proceedings in the case are sealed, "they are treated as if they never occurred, and the subject of the records may reply accordingly to any inquiry about the event, records of which are sealed." Further, no agency may provide information "about the existence or nonexistence of records concerning an individual" once that individual's records have been sealed. Id.

5. Sealed Judgment with a sealed originating case

The Judgment will summarize the following:

- Judgment Number
- The judgment creditor
- The name of the creditor's attorney.
- The judgment debtor.
- The notation "Judgment sealed,"
- Case Type
- Cause Type

Systems will associate the judgment with the originating case, only the existence of the Judgment and the originating case will be viewable. (GR 15)

Replacement JIS-Link

1. Judgment with an open Originating Case.

049017019 Judgment

STATE OF WASHINGTON VS COOPER, ELSON LEE

Court WHATCOM COUNTY SUPERIOR COURT	Filed	Jul 1, 2004
Cause Type Criminal	Active - Active	Jul 1, 2004

Events Loaded 4 of 4



ORDER	Feb 7, 2013
ORDER SETTING RESTITUTION	Aug 12, 2004
ACCOUNT(S) RECEIVABLE CREATED	Jul 6, 2004
JUDGMENT AND SENTENCE	Jul 1, 2004

Participants Loaded 3 of 3



BUCKINGHAM, ROYCE S	Attorney	Active
STATE OF WASHINGTON	Judgment Creditor	Active
COOPER, ELSON LEE	Judgment Debtor	Active

Associated Cases Loaded 1 of 1



031016694	Criminal	Filed Dec 22, 2003
STATE OF WASHINGTON VS COOPER, ELSON LEE		
WHATCOM COUNTY SUPERIOR COURT		
Filed Criminal		

8 Participants

2. Judgments with a Sealed Originating Case

049017019 Judgment

STATE OF WASHINGTON VS COOPER, ELSON LEE

Court WHATCOM COUNTY SUPERIOR COURT	Filed	Jul 1, 2004
Cause Type Criminal	Active - Active	Jul 1, 2004

Events Loaded 4 of 4



ORDER	Feb 7, 2013
ORDER SETTING RESTITUTION	Aug 12, 2004
ACCOUNT(S) RECEIVABLE CREATED	Jul 6, 2004
JUDGMENT AND SENTENCE	Jul 1, 2004

Participants Loaded 3 of 3



BUCKINGHAM, ROYCE S	Attorney	Active
STATE OF WASHINGTON	Judgment Creditor	Active
COOPER, ELSON LEE	Judgment Debtor	Active

Associated Cases Loaded 1 of 1



031016694	Criminal	
Case Sealed		
WHATCOM COUNTY SUPERIOR COURT	8 Participants	
Filed Criminal		

3. Juvenile Judgment an open Originating Case.

049017019 Judgment

STATE OF WASHINGTON VS COOPER, ELSON LEE JR.

Court WHATCOM COUNTY SUPERIOR COURT	Filed	Jul 1, 2004
Cause Type Criminal	Active - Active	Jul 1, 2004

Events Loaded 4 of 4 ▼

ORDER	Feb 7, 2013
ORDER SETTING RESTITUTION	Aug 12, 2004
ACCOUNT(S) RECEIVABLE CREATED	Jul 6, 2004
JUDGMENT AND SENTENCE	Jul 1, 2004

Participants Loaded 3 of 3 ▼

BUCKINGHAM, ROYCE S	Attorney	Active
STATE OF WASHINGTON	Judgment Creditor	Active
COOPER, ELSON LEE JR	Judgment Debtor	Active

Associated Cases Loaded 1 of 1 ▼

031016694	Criminal	Filed Dec 22, 2003
STATE OF WASHINGTON VS COOPER, ELSON LEE JR		
WHATCOM COUNTY SUPERIOR COURT		8 Participants
Filed Criminal		

4. Juvenile Judgment with a Sealed Originating Case

049017019 Judgment

STATE OF WASHINGTON VS COOPER, ELSON LEE JR.

Court WHATCOM COUNTY SUPERIOR COURT	Filed	Jul 1, 2004
Cause Type Criminal	Active - Active	Jul 1, 2004

Events Loaded 4 of 4 ▼

ORDER	Feb 7, 2013
ORDER SETTING RESTITUTION	Aug 12, 2004
ACCOUNT(S) RECEIVABLE CREATED	Jul 6, 2004
JUDGMENT AND SENTENCE	Jul 1, 2004

Participants Loaded 3 of 3 ▼

BUCKINGHAM, ROYCE S	Attorney	Active
STATE OF WASHINGTON	Judgment Creditor	Active
COOPER, ELSON LEE JR	Judgment Debtor	Active

Associated Cases None ▼

No Case will show.

5. Sealed Judgment with a Sealed Originating Case

049017019 **Judgment** **Sealed**

STATE OF WASHINGTON VS **SEALED PER COURT ORDER**

Court WHATCOM COUNTY SUPERIOR COURT	Filed	Jul 1, 2004
Cause Type Criminal	Active - Active	Jul 1, 2004

Events Loaded 

Case Sealed – No Events

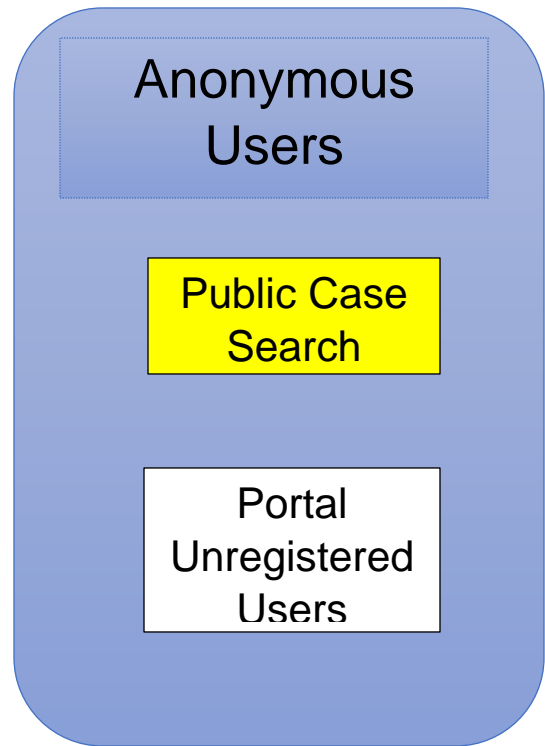
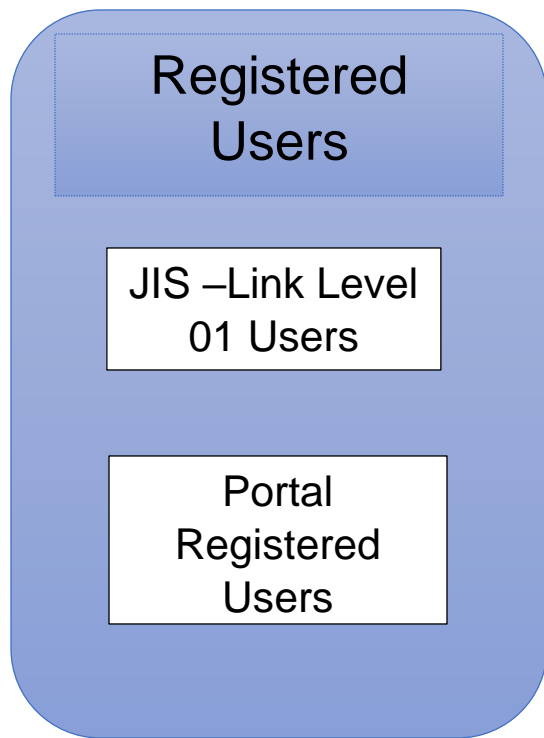
Participants Loaded 3 of 3 

BUCKINGHAM, ROYCE S	Attorney	Active
STATE OF WASHINGTON	Judgment Creditor	Active
COOPER, ELSON LEE	Judgment Debtor	Active

Associated Cases Loaded 1 of 1 

031016694	Criminal	<input type="text"/>
<input type="text" value="Case Sealed"/>		
WHATCOM COUNTY SUPERIOR COURT		<input type="button" value="8 Participants"/>
Filed Criminal		

AOC Public Access – Judgments



AOC's Public Case Search Requirements

1. Open Judgments

- All open judgments will be available.
- The search will query open case type 9's regardless of the status of the originating case.
- The Judgment Record List will display the following elements;
 - Judgment Record Number
 - Participant Name
 - File Date
 - Participant Type
 - Cause Code
- The Judgment Record List will not reference the originating case.

Superior Court Judgment Records List

Directions: Below are cases associated with your search criteria. If the case was filed in Superior or Appellate Court, there may be docket information available. Docket information is not available for Municipal & District Court Cases.

To get directions or information about a Court in this list, view the [Washington Court Directory](#).

There are 4 public non-sealed records that match your search criteria.

Judgment Records	Name	File Date	Participant	Cause
1 18-9-18818-6	Cg Pebble Cove Llc	08-23-18	CREDITOR	General Recovery
2 18-9-18818-6	Orlob, Brett	08-23-18	DEBTOR	General Recovery
3 18-9-18818-6	Smith, Adam C	08-23-18	DEBTOR	General Recovery
4 18-9-18818-6	Tc Pebble Cove Llc	08-23-18	CREDITOR	General Recovery

- The Superior Court Case Summary Page will display the following case elements
 - Court
 - Case number
 - Sub Number
 - Docket Date
 - Docket Code
 - Docket Description

Superior Court Case Summary

Court: King Co Superior Ct
Case Number: 18-9-18818-6

Sub	Docket Date	Docket Code	Docket Description	Misc Info
	08-23-2018	JUDGMT& ORD FOR WRIT OF RESTITUTION	Judgmt& Ord For Writ Of Restitution Atty Fees Against Defts, Adam C Smith & Brett Orlob & In Favor Of Pltfs, Tc Pebble Cove Llc & Cg Pebble Cove Llc Plus \$58.60 Per Day After 08-31-18 Costs Int @ 12% Per A	

2. Sealed Judgment

- If the Judgment (Case Type 9) is sealed no records will return.

Superior Court Judgment Records List

No records found. [Try searching again.](#)

Sealed cases and RCW 11.12.265 Will Repository cases are not available on this websearch.

For more information, please contact the local court clerk or county clerk affiliated with the court in which the case was filed. The courts and county clerks' offices directory can be found at: http://www.courts.wa.gov/court_dir/

Background

July 2013: The DDC approved an amendment to the Data Dissemination Policy on Juvenile Court records, Section V. LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS. Once this section was adopted, Juvenile records were removed from AOC's Public Case Search website and this included Judgments that had accrued from Juvenile cases.

2015-2016: The DDC approved removing Superior Courts from the Public Case Search website as they on boarded with Odyssey. At the time the push was to have customers use Portal (Odysseys Case Management Viewer) to access case records for the superior courts. As Superior Courts completed their Go-Lives their case records were removed from AOC's Public Case Search website.

Issue

Portal (Odysseys Case Management Viewer) does not currently have the ability to provide a Judgment Search on case records in Odyssey, this is a deliverable from the SC-CMS project. However, this option is not yet available in Odyssey Portal as Tyler continues to work on its production. AOC recognizes the need to display Superior Court Judgments is significant and needs to be addressed. The Public Case Search that previously displayed Superior Court case information is a viable option to meet this need. There are two items the DDC needs to consider before AOC can utilize the Public Judgment Case Search website:

1. As the DDC Policy is written, AOC's publicly-accessible websites do not display Juvenile Records. This has caused an issue with displaying Judgments associated with Juvenile Cases. AOC needs clarification regarding how the DDC wants to move forward on Judgments derived from Juvenile Cases.
2. The case records for the Odyssey Superior Courts are not available via AOC's Public Case Search website. Currently, the users who are seeking case information from an Odyssey court are simply directed to the Odyssey Portal.

AOC is asking the DDC to approve the display of judgments on the Public Case Search website from those courts that use the Odyssey case management system.

Recommendation

For AOC to assist the Superior Courts to comply with RCW 4.64.060 and RCW 13.40.192 (1), AOC recommends utilizing the Public Judgment Case Search website. to remedy these issues.¹ In order for this to be accomplished the DDC needs to:

1. Clarify language in the Data Dissemination Policy related to juvenile offender cases. Specifically, clarifying whether Judgments from Juvenile originating cases are an exception to Section V. of the Data Dissemination Policy?
2. Allow Public Judgment Case search to display judgments from the Odyssey Case Management System.
3. Approve proposed requirements for the Public Judgment Search.

Data Dissemination Policy

¹ Judgments that are specifically sealed by a court would not be publicly accessible on this website.

V. LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS*

The dissemination of juvenile offender court records maintained in the Judicial Information System shall be limited as follows:

- A. *Juvenile offender court records shall be excluded from any bulk distribution of JIS records by the AOC otherwise authorized by GR 31(g), except for research purposes as permitted by statute or court rule.*
- B. *The AOC shall not display any information from an official juvenile offender court record on a publicly-accessible website that is a statewide index of court cases.*

** Juvenile offender court records shall remain publicly accessible on the JIS Link notwithstanding any provision of this section. (Section added September 6, 2013.)*

RCW 13.40.192

Legal financial obligations—Enforceability—Treatment of obligations upon age of eighteen or conclusion of juvenile court jurisdiction—Extension of judgment—Petition for modification or relief.

(1) If a juvenile is ordered to pay legal financial obligations, including fines, penalty assessments, attorneys' fees, court costs, and restitution, the money judgment remains enforceable for a period of ten years. When the juvenile reaches the age of eighteen years or at the conclusion of juvenile court jurisdiction, whichever occurs later, the superior court clerk must docket the remaining balance of the juvenile's legal financial obligations in the same manner as other judgments for the payment of money. The judgment remains valid and enforceable until ten years from the date of its imposition. The clerk of the superior court may seek extension of the judgment for legal financial obligations, including crime victims' assessments, in the same manner as RCW 6.17.020 for purposes of collection as allowed under RCW 36.18.190.

RCW 4.64.060

Execution docket—Index of record.

Every county clerk shall keep in the clerk's office a record, to be called the execution docket, which shall be a public record and open during the usual business hours to all persons desirous of inspecting it. The record must be indexed both directly and inversely, and include all judgments, abstracts, and transcripts of judgments in the clerk's office. The index must refer to each party against whom the judgment is rendered or whose property is affected by the judgment.

**6. Update Regarding Odyssey
Searches using Dates of
Birth**

Displaying Birthdate Years Odyssey Portal. From March 2018 DDC Minutes.

2. Displaying Birthdate Years and Financial Information in Odyssey Portal

Pam Payne presented this agenda item. JIS-LINK Level 1 users currently have access to dates of birth for adults that are displayed on certain JIS screens such as SNCI. During the early stages of Odyssey Portal implementation, it was discovered that confidential addresses and dates of birth were accessible, and therefore, access to all dates of birth were removed for all Portal roles. During the Committee's October 6, 2016, and October 28, 2016, meetings, the Committee approved access to dates of birth for only prosecutor and law enforcement roles in Odyssey Portal.

Dates of birth being inaccessible in Odyssey Portal is making it very difficult for public users to match cases to the correct person. AOC staff is requesting that registered Portal roles be allowed to see birth year for both adult and juvenile persons, and to also allow them to search by any birthdate that is already in their possession. Mr. Kyzer from ITW Fugitive Recovery asked if users would have to be registered Odyssey Portal users in order to have access to birth years. The answer was yes, the request is to allow registered Portal users access to the birth year, the request did not extend to Anonymous Portal users. Judge Leach asked if there is any

known federal legislation that would prohibit the access to birth year because of how a birthdate is defined. DDA Happold stated that to date, she could not find any such prohibition in providing just the birth year in case law and statute. Mr. Keeling commented that it had been the Committee that amended the data dissemination policy to mask birthdate information in order to protect juveniles. DDA Happold asked the Committee whether birth year information will also be made available to Lobby Portal users. The DDC stated that it did not extend to Lobby Portal users; these users will continue to request this information from the court. Ms. Miner mentioned that in SCOMIS, birthdate is not provided. It was also discussed that juvenile offender case type 8 screens only include birthdate on the name screens for juveniles, but this data element is screened from JIS-LINK public users.

Judge Marinella made a motion to have the birth year unmasked for registered Portal users, but not for Court Lobby Portal users. Registered users who already have the full date of birth will be able to use that criteria as a search filter. Judge Svarin seconded the motion. All were in favor and the motion passed unanimously.

Ms. Payne then presented the request regarding financial information displaying in Odyssey Portal Lobby kiosks. Lobby kiosks currently do not display information about legal financial obligations, even with name and case number, because financials are not accessible using a JIS-LINK Level 1 public access. The difference now is that the JIS financial screens include personal identifiers which need to be masked from public users, whereas the financial screens in Odyssey Portal do not display those personal identifiers. The AOC staff request is to have legal financial obligation information available on Odyssey Portal Court Lobby kiosks. With Court Lobby access, a name search will display all cases state-wide. The user will need to click on a specific case to display the legal financial obligations. It is understood that future updates to Portal will make changes to the financial information that will be displayed.

Judge Svarin moved to open up the legal financial obligation information for searches by name or case number for Odyssey Portal Court Lobby kiosks only. Judge Marinella seconded. All in favor. The motion passed.

Question from AOC: Was it the intent of the DDC to have all Registered Portal users have the able to filter by dates of birth?

In Portal there are a few options on how to configure the Date of Birth for customers of the application.

Portal Date of Birth Configuration		
Full	Displays the day, month, and year.	Capable of filtering by DOB
Masked	Displays only the year and masks the day and month. (XX/XX/1980)	Not capable of filtering by DOB
Hidden	Blocks the display of any data elements.	Not capable of filtering by DOB

When reviewing the meeting minutes from March 2018, it is clear that it was approved to unmask the Year of Birth for Registered Portal users that change was able to be completed in early 2018. We now understand the capabilities of the system better and it has been confirmed by the vendor that having a filtering option for roles with masked Dates of Birth is not possible.

AOC does not recommend seeking additional work from the vendor on this. What we are looking for is to better understand what was approved in 2018 and to explain to the DDC what the system is capable of based off of the configuration that was approved.

7. Request from Harvard Law School for fee-waived JIS-Link Access

June 5, 2020

Dear Data Dissemination Committee:

I am writing to express our support and commitment to partner with Will Dobbie (Harvard University) and Crystal Yang (Harvard Law School) in their research designed to improve judicial decision-making and reduce racial disparities in bail decisions. King County District Court has already committed to partnering with this team of researchers and several judges from our court have agreed to participate in the study. Given the well-documented evidence of racial disparities at the pretrial justice stage, it is important that we find the most impactful interventions that could mitigate the existing racial bias and this study is the first of its kind to study the impact of providing bail judges with evidence-based decision-aids.

Thus far, we have been able to help our research partners seek access to administrative data from the Administrative Office of the Courts needed to implement the study, including information on defendant characteristics such as race and age and case characteristics such as the type and severity of the charge. However, our collaboration with the researchers also requires us to obtain public docket level data through JIS-Link. Because we are working with academic researchers on this project and given the importance of the research collaboration, we petition the Committee to grant the research team a fee exemption from the Data Dissemination Policy to allow the researchers to access JIS-Link free of charge. All uses of JIS-Link will be for research purposes only.

We have worked with the researchers extensively to design and implement this project through e-mails, phone calls, and document sharing. We are confident in their ability to conduct the proposed interventions professionally and successfully and hope that the Administrative Office of the Courts can assist us in making this collaboration possible. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Paglisotti', written in a cursive style.

Judge Lisa Paglisotti

206-477-6882

Lisa.paglisotti@kingcounty.gov

ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR INFORMATION

The following information is necessary for us to process your request for data from the Judicial Information System (JIS). Please complete this form and return it to:

Data Dissemination Administrator
Office of the Administrator for the Courts
PO Box 41170
Olympia, WA 98504-1170
fax: 360-956-5700
e-mail: dda@courts.wa.gov

**** Do not send payment with this form. You will be invoiced at a later date****

Your request is subject to approval under the provisions of JISCR 15, the JIS Data Dissemination Policy, and the local Data Dissemination Policy and Procedures. Upon receipt of a completed form, AOC staff will review the request, contact you with questions or clarifications, and provide you cost/time estimates.

Name:

Agency or Company:

E-Mail Address:

Address:

City: State: Postal Code:

Day or Work Phone (with area code): Fax No. (with area code):

Information Requested (Please describe in detail. Continue on page three if necessary.):

What will the information be used for?

To whom will the data be disseminated?

If this information concerns a named individual, please give necessary identifying information (i.e. date of birth, driver's license number, most current address etc.):

Date information is needed:

The following fees are applied to information requests that require generation of a report from JIS. Fees do not include printed copies of electronic documents such as dockets or screen prints.

Administrative Fee	\$50.00 / report
Data Warehouse Evaluation/Research Programming	\$55.00 / hour
Data Reporting Evaluation/Research	\$54.00 / hour
JIS System Run Time (two minute minimum)	\$12.00 / minute or portion thereof
Materials	\$1.00 / page \$12.00 / compact disc

Medium Requested: Paper (\$1.00/page, computer generated)
 CD (\$12.00/each)
 E-mail - electronic file sent as an attachment

I, the undersigned:

- **Agree to use and distribute the information only as provided in the above referenced statement of intended use;**
- **Agree not to use the data received under this request for the commercial solicitation of individuals named in the records (Data Dissemination Policy III.C; GR 31(g)(3));**
- **Agree to pay, unless payment is waived, the cost quoted or invoiced by the Administrative Office of the Courts;**
- **Understand that the Administrative Office of the Courts, the Washington Courts, and the Washington State County Clerks make no representation as to the accuracy or completeness of the data;**
- **Agree to indemnify and hold harmless the Administrative Office of the Courts from any claims or damages arising from the use and distribution of the information responsive to this request; and**
- **Certify, under penalty of law, that all the information supplied above is true and a complete description.**

Signature of Requestor

Date

Typed name will be accepted as signature when document is submitted electronically.

Please use this page for more detailed responses or comments.

A large, empty rectangular box with a thin black border, occupying most of the page below the instruction. It is intended for the user to provide detailed responses or comments.A smaller, empty rectangular box with a thin black border, located at the bottom of the page. It is likely a designated area for a signature or a final note.