

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

STATE OF WASHINGTON,)	
)	No. 67123-5-1
Respondent,)	(consolidated with 67124-3-1)
)	
v.)	DIVISION ONE
)	
SHANE LEWIS WATSON,)	UNPUBLISHED OPINION
)	
Appellant.)	FILED: September 17, 2012
_____)	

Appelwick, J. — Shane Watson appeals orders entered by the trial court modifying his judgments and sentences in two cases after a hearing regarding his failure to pay his legal financial obligations. He claims the trial court lacked authority to require his presence at the hearing because he had already served the statutory maximum confinement time in both cases. Because Watson fails to establish reversible error, we affirm.

FACTS

In February 2005, a Snohomish County superior court judge sentenced Shane Watson to 60 months' confinement on a class C felony. The court also imposed \$1,500 in legal financial obligations payable at \$25 per month within 96

months of the entry of the judgment. In March 2009, the court sentenced Watson to 365 days' confinement on a gross misdemeanor. The court also imposed \$1,000 in legal financial obligations payable at \$25 per month within 24 months of his release from confinement.

On December 10, 2010, a superior court deputy clerk prepared a "Notice of Community Supervision Violation and Affidavit of Probable Cause for Violation" for each case listing the balance owing including interest, stating that Watson had been ordered at sentencing to make monthly payments, and reporting that he had never made a payment. On December 29, the prosecutor filed petitions in each case seeking sentence modifications and confinement time for Watson's failure to pay and noting that a hearing had been set for March 1, 2011.

Watson did not appear for the hearing. On March 2, the court ordered the issuance of a bench warrant and set bail in each case. Watson was arrested and booked on the warrants on April 8, 2011. Watson appeared before the court on April 11. The trial court continued the matter "to allow time for the defendant's attorney to research whether or not the defendant has served the statutory maximum on these cases."

Watson appeared in custody at a hearing on April 25, 2011, with counsel. The prosecutor advised the court that Watson had served all but one day on the gross misdemeanor. The court suggested, "So just give him the one day and close that out?" The prosecutor agreed. Defense counsel noted that Watson

had been in custody for 17 days and asked the court to close the matter. The court signed an order indicating that it considered the December 10 violation report and finding that Watson had failed to make payments on his legal financial obligations. The court imposed one day in confinement, with credit for time served, terminated community supervision, waived all remaining legal financial obligations and interest, and ordered that Watson be released.

Regarding the felony matter, Watson explained that he had not made any payments because he thought the case was closed after he served over 60 months in prison. Watson stated that he did not intentionally fail to appear at the March 1 hearing, as he was in custody on other matters between December 29, 2010, and March 3, 2011, and learned of the hearing and the warrants after his release. Watson asked for “an opportunity to at least try to make payments,” or have the interest reduced, stating, “I’m not opposed to trying to make payments.” Watson also stated, “I am considered disabled. I have hepatitis C that is chronic. I’ve had some injuries that Community Health Center has declared me disabled.” Defense counsel stated that he was confused as to why Watson was not transported to court in custody for the March 1 hearing, agreed that the financial obligations remained, and suggested that his monthly payment would depend upon the amount he received from the State for his disability. The prosecutor admitted, “It does look like he was in custody when we sent the note,” and asked the court to set a payment schedule.

The court then asked Watson, “[G]iven all that you said, what are you

going to pay the court on this cause number?” Watson asked the court to “set the payments at the lowest possible amount right now” and stated that he “may be able to get some help once I get back out here to make payments, and if I can do that within the next month or even before, you know, in May, I would do that.” The court signed an order modifying Watson’s felony sentence. The order indicates that the court considered the December 10 violation report, found that Watson failed to make payments on his legal financial obligations and that his failure was not willful, ordered Watson to be released, and ordered Watson to pay \$10 per month beginning June 1, 2011.

Watson appeals the orders modifying his sentences. Watson recognizes that “the instant case does not present a clear remedy” because he has been released, the misdemeanor case has been closed, and the court did not impose confinement as a sanction for failure to pay his legal financial obligations in the felony matter. Nevertheless, he contends that the trial court lacked authority to issue a bench warrant, have him arrested for his failure to appear, and hold him in jail for violating a community supervision condition because he had served the statutory maximum of confinement time on the felony matter. Watson requests reversal of the order in the felony case and remand “for further proceedings.”

ANALYSIS

To the extent Watson’s appeal is an attempt to challenge his arrest and incarceration for his failure to appear for the March 1 hearing, his claim is moot because he has been released. “A case is moot if a court can no longer provide

effective relief.” State v. Gentry, 125 Wn.2d 570, 616, 888 P.2d 1105 (1995).

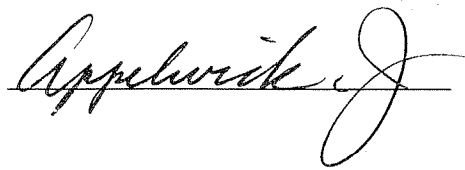
Watson argues that his challenge to the trial court’s authority is of sufficient public interest to warrant review (citing Sorenson v. City of Bellingham, 80 Wn.2d 547, 558, 496 P.2d 512 (1972)). He also contends that he raises an issue “that is likely to recur and also is likely to evade review because of the relatively short-lived duration of each case.” In re Pers. Restraint of Liptrap, 127 Wn. App. 463, 470, 111 P.3d 1227 (2005).

But Watson’s claim is based on the faulty premise that an offender must be under the supervision of the Department of Corrections and must have served less than the statutory maximum confinement time in order for the court to issue a summons or an arrest warrant for a hearing regarding nonpayment of legal financial obligations. He is mistaken. “For an offense committed on or after July 1, 2000, the court shall retain jurisdiction over the offender, for purposes of the offender’s compliance with payment of the legal financial obligations, until the obligation is completely satisfied, regardless of the statutory maximum for the crime.” RCW 9.94A.760(4). According to RCW 9.94A.760(10), monthly payments ordered in a judgment and sentence constitute “a condition or requirement of a sentence,” and noncompliance subjects an offender to penalties provided in RCW 9.94B.040. Under RCW 9.94B.040(3)(b), if an offender fails to comply with conditions of a sentence, the court has authority to “require the offender to show cause why the offender should not be punished for the noncompliance. The court may issue a summons or a warrant of arrest for

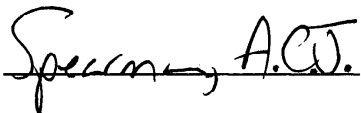
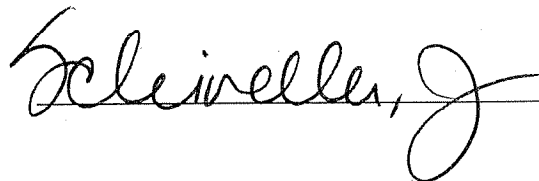
the offender's appearance." Watson does not dispute that he failed to make any payments on his legal financial obligations, thereby violating a condition of each sentence at issue here. The trial court had statutory authority to summon him to a hearing to explain his noncompliance and to issue a warrant when he did not appear for the hearing.

To the extent Watson is actually challenging the orders on appeal, he fails to establish reversible error. As to the misdemeanor case, Watson did not object when the court waived his remaining legal financial obligations, ordered him released, and closed the case. And Watson does not seek reversal of that order on appeal. In the felony matter, Watson asked for the court to set payments "at the lowest possible amount" and did not object when the court ordered payments at \$10 per month. Watson fails to demonstrate any error in the court's order granting his request.

Affirmed.

A handwritten signature in cursive script, appearing to read "Appelwick, J.", written over a horizontal line.

WE CONCUR:

A handwritten signature in cursive script, appearing to read "Sperry, A.C.", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Scheineller, J.", written over a horizontal line.