

IN THE COURT OF CRIMINAL APPEALS OF TENNESSEE
AT KNOXVILLE
Assigned on Briefs May 23, 2023

FILED

06/09/2023

Clerk of the
Appellate Courts

STATE OF TENNESSEE v. DOUGLAS WAYNE WOODS

**Appeal from the Criminal Court for Sullivan County
No. S72141 James F. Goodwin, Jr., Judge**

No. E2022-00758-CCA-R3-CD

The Defendant, Douglas Wayne Woods, was convicted by a Sullivan County Criminal Court jury of two counts of perjury, a Class A misdemeanor. See T.C.A. § 39-16-702(a)(1) (2018) (subsequently amended). The trial court imposed an effective sentence of eleven months and twenty-nine days on probation. On appeal, the Defendant contends that the evidence is insufficient to support his convictions. We affirm the judgments of the trial court.

Tenn. R. App. P. 3 Appeal as of Right; Judgments of the Criminal Court Affirmed

ROBERT H. MONTGOMERY, JR., J., delivered the opinion of the court, in which JAMES CURWOOD WITT, JR., P.J., and J. ROSS DYER, J., joined.

Joseph W. McMurray, Kingsport, Tennessee, for the appellant, Douglas Wayne Woods.

Jonathan Skrmetti, Attorney General and Reporter; Garrett D. Ward, Assistant Attorney General; Barry P. Staubus, District Attorney General; and Teresa A. Nelson, Assistant District Attorney General, for the appellee, State of Tennessee.

OPINION

The Defendant's convictions relate to his signature on two civil summonses and the accompanying affidavits of service. The Wilson Worley law firm hired the Defendant to serve the two summonses. The Defendant's then-girlfriend, however, effectuated service of the summonses, after which the Defendant signed the accompanying affidavits indicating the summonses had been served. The Defendant was later charged by presentment for two counts of misdemeanor perjury.

At the trial, Isaac Allman, an attorney with Wilson Worley, testified that he routinely represented creditors attempting to collect unpaid debts. He stated that in order to begin collection on smaller debts, he filled out a civil summons, had a court clerk issue it, and assigned it to a process server. He said that the process server hand delivered a copy of the summons to the person being sued and that the summons contained information regarding the lawsuit and a hearing date. He stated that a process server must be at least age eighteen and not a party to the lawsuit.

Mr. Allman testified that he typically hired constables to serve civil summonses. He stated that a constable would return the summons to him once it was served, along with a signed affidavit of service. Mr. Allman would then return the items to the court clerk. He said that an affidavit was a legal document, the contents of which were sworn under oath, signed by the affiant, and notarized. He further stated that unless a summons is properly served, any judgment obtained from it would be invalid.

Mr. Allman testified that, in 2019, he represented Eastman Credit Union regarding two debt collection lawsuits against the same individual and that the trials were scheduled on July 10, 2019, in general sessions court. He said that he hired the Defendant, who was a constable routinely used by his law firm, to serve the civil summonses in those lawsuits. Mr. Allman said that he received two affidavits of service indicating the summonses were served on July 3, 2019, and each affidavit was signed by the Defendant and notarized by someone in Mr. Allman's office. He also stated that the Defendant submitted an invoice and was paid for serving the summonses.

Mr. Allman testified that he appeared in general sessions court regarding the lawsuits and spoke with the individual being sued. He said, based on that conversation, he became concerned that the information contained in the affidavits of service signed by the Defendant was false and asked the general sessions judge to continue the lawsuits. He said he met with the Defendant to inquire about the information contained in the affidavits of service, and during this meeting, the Defendant "acknowledged that he had not personally served the process, . . . that [the Defendant] had signed the Affidavits," and "that [the Defendant] was sorry and that he wouldn't let it happen again." Mr. Allman said that the Defendant told him that Rhonda Wills had served the summonses. Mr. Allman stated that he did not know Ms. Wills personally but that he had her sign new affidavits of service which were then filed with the court clerk, along with a letter disaffirming the affidavits signed by the Defendant. Mr. Allman stated that because he believed the affidavits signed by the Defendant were "false," Mr. Allman had a duty pursuant to the Rules of Professional Conduct to withdraw and disaffirm the summonses and affidavits.

Mr. Allman identified a civil summons with a case number ending in “45842” and another summons with a case number ending in “45844.” Mr. Allman stated that each summons referenced a lawsuit brought on behalf of Eastman Credit Union, that the court clerk’s office issued each summons on May 15, 2019, and that each summons indicated a trial date of July 10, 2019. Mr. Allman said that each summons stated it was “served upon all named defendants” and was signed by the Defendant and dated July 3, 2019. Mr. Allman stated that each summons had an accompanying affidavit of service that was signed by the Defendant and notarized on July 8, 2019. Mr. Allman also identified his July 26, 2019 letters to the court clerk’s office disaffirming the summonses and affidavits. These documents were received as exhibits.

Mr. Allman testified that the 45844 summons and affidavit of service were identical to the 45842 summons except for the amount of the debt. Mr. Allman stated that the contents of both affidavits of service were verified under oath and signed by the Defendant and that both summonses stated that they were served on July 3, 2019, below which the Defendant signed his name. Mr. Allman testified that the Defendant submitted an invoice to Wilson Worley for the Defendant’s serving the summonses which was paid by the firm to the Defendant.

On cross-examination, Mr. Allman testified that the 45842 summons indicated that it was served on July 3, 2019, that it was signed by the Defendant as constable, and that it was not signed under oath.

Mr. Allman said that the Defendant had worked for Wilson Worley for several years and that the Defendant was “very forthcoming” and apologized. Mr. Allman stated that Ms. Wills came to his office and signed new affidavits of service. He also said that no one from his office contacted the police regarding the Defendant.

Ms. Patricia Hartsock testified that she worked for Wilson Worley and was a notary public. Ms. Hartsock stated that she knew the Defendant in the course of his work serving legal documents for the law firm. Ms. Hartsock said that it was common practice to have a process server sign an affidavit of service, which she would notarize. She testified that she was familiar with the Defendant’s signature and would either personally observe the Defendant’s signing the affidavit under oath or she would affirm his signature under oath. Ms. Hartsock identified the Defendant’s signature on the affidavits of service and indicated that she notarized those documents.

The Defendant testified that he was a constable, was a county commissioner, and was retired at the time of the trial. He stated that his constable duties included serving process, patrolling the community, and assisting “the city with their stuff.” The Defendant stated that he was in the hospital on July 3, 2019, the date both civil summonses were served, and that he did not serve them personally. He stated that while

in the hospital, his then-girlfriend, Ms. Wills, brought approximately fifteen summonses and affidavits of service to him, that he filled them out, and that she returned them to Wilson Worley. The Defendant said that before being admitted to the hospital, he made several unsuccessful attempts to serve the individual listed on the two summonses.

The Defendant testified that he later met with Mr. Allman and told Mr. Allman that he did not serve the summons personally and that Ms. Wills had served them. He said that Mr. Allman asked that Ms. Wills come to Wilson Worley and fill out affidavits of service, which she did. The Defendant said his conduct was “absolutely not” intentional and referred to the events regarding the summons and affidavits of service as “a total mistake on my part.”

On cross-examination, the Defendant testified that he had been a constable for eight years and understood that an affidavit was a sworn legal document. When asked about his work as a process server the following exchange occurred:

General Nelson: Okay. So, not only would you sign off on the original Civil Summons, the check, that you had served the individual.

Defendant: Right.

General Nelson: You also signed that affidavit swearing that you had personally served that individual, correct?

Defendant: Right, right.

...

General Nelson: So, Mr. Woods again, you did not serve the papers on [the individual on the summonses]?

Defendant: No.

General Nelson: And you filled out an affidavit with Wilson Worley saying that you did?

Defendant: That’s because they were in a whole stack of papers, and I didn’t realize what I had done.

Ms. Woods testified that she was not married to the Defendant at the time she served the summonses but that they were later married.

Upon this evidence, the jury convicted the Defendant of two counts of perjury. This appeal followed.

The Defendant contends that the evidence is not sufficient to support his perjury convictions because there were no false statements in the two affidavits he signed and that the trial court erred by denying his motion to dismiss. The State alleges that sufficient evidence supports the Defendant's two perjury convictions because the Defendant swore to affidavits stating that he personally served the civil summonses when he had not done so. We agree with the State.

In determining the sufficiency of the evidence, the standard of review is "whether, after viewing the evidence in the light most favorable to the prosecution, *any* rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt." *Jackson v. Virginia*, 443 U.S. 307, 319 (1979); *see State v. Vasques*, 221 S.W.3d 514, 521 (Tenn. 2007). The State is "afforded the strongest legitimate view of the evidence and all reasonable inferences" from that evidence. *Vasques*, 221 S.W.3d at 521. The appellate courts do not "reweigh or reevaluate the evidence," and questions regarding "the credibility of witnesses [and] the weight and value to be given the evidence . . . are resolved by the trier of fact." *State v. Bland*, 958 S.W.2d 651, 659 (Tenn. 1997); *see State v. Sheffield*, 676 S.W.2d 542, 547 (Tenn. 1984). This court "will not disturb a verdict of guilt due to the sufficiency of the evidence unless the facts contained in the record are insufficient, as a matter of law, for a rational trier of fact to find that the accused is guilty beyond a reasonable doubt." *State v. Transou*, 928 S.W.2d 949, 955 (Tenn. Crim. App. 1996) (citing *State v. Tuggle*, 639 S.W.2d 913, 914 (Tenn. 1982)).

"A crime may be established by direct evidence, circumstantial evidence, or a combination of the two." *State v. Hall*, 976 S.W.2d 121, 140 (Tenn. 1998); *see State v. Sutton*, 166 S.W.3d 686, 691 (Tenn. 2005). "The standard of review 'is the same whether the conviction is based upon direct or circumstantial evidence.'" *State v. Dorantes*, 331 S.W.3d 370, 379 (Tenn. 2011) (quoting *State v. Hanson*, 279 S.W.3d 265, 275 (Tenn. 2009)).

As relevant to these perjury convictions, "[a] person commits [perjury] who, with intent to deceive: (1) makes a false statement, under oath[.]" T.C.A. § 39-16-702(a). The State alleges that the Defendant committed perjury when he signed two affidavits of service because he did not personally serve the summonses referenced in the affidavits. The parties agree that the affidavits are identical except for the case numbers.

Each affidavit contains printed information and blank lines where the Defendant inserted handwritten information. The Defendant testified he wrote that the type of service was "Personal service by hand," that it was marked served at "2:00" p.m. on "7-3-2019," that the process was served at "4309 Fort Henry Dr, work Raffaele's," and that it

was marked served by individual service. Each affidavit stated the following printed certification: I CERTIFY THAT I AM NOT A PARTY TO THE ABOVE ACTION OR SUIT AND THAT I AM OVER THE AGE OF 18 YEARS AND THE ABOVE AFFIDAVIT IS TRUE AND CORRECT.” The certification was signed by “Constable Doug Woods” followed by “[s]worn to and subscribed before me this day, July 8, 2019, county: Sullivan” with the words “Process Server” in bold. Each summons also indicated “served 7-3, 2019” with “Constable” circled and followed by “(Process Server)” and “Doug Woods” signature.

The uncontroverted trial testimony reflects that the Defendant had served as a constable for eight years, that he regularly served summonses, that he was familiar with the requirements for serving summonses, and that he did not serve personally the summonses at issue but had his then-girlfriend, Ms. Wills, hand deliver them. Viewing the evidence in a light most favorable to the State, the Defendant testified that he signed as process server each affidavit of service swearing under oath that he had served the summonses personally. The Defendant then submitted an invoice to Wilson Worley and was paid for serving the summonses personally, despite the fact that he had not served them. He also signed each summons indicating that he was the process server. We conclude that a rational jury could find from this evidence that the Defendant committed perjury by making false statements under oath with the intent to deceive. The evidence is sufficient to support the Defendant’s convictions, and he is not entitled to relief.

In consideration of the foregoing and the record as a whole, the judgments of the trial court are affirmed.

ROBERT H. MONTGOMERY, JR., JUDGE