

WASHINGTON STATE COURT OF APPEALS DIVISION THREE

CASE SUMMARIES FOR ORAL ARGUMENT

The following summaries are drawn from briefs and lower court judgments. The summaries have not been reviewed for accuracy by the judges and are intended to provide a general idea of facts and issues presented in the cases. The summaries should not be considered official court documents. Facts and issues presented in these summaries should be checked for accuracy against records and briefs, available from the Court, which provide more specific information.

Date of Hearing: Wednesday, February 1, 2012
Location: Spokane, 500 North Cedar

9:00 a.m.

1) **No.: 29799-3-III**

Case Name: Lance G. Pierce, et ux v. Albert L. Belcher, et ux

County: Stevens

Case Summary: Lance and Janette Pierce brought an action to quiet title to a strip of land between their property and property owned by neighbors Albert and Louise Belcher in Addy, Washington. The trial court entered judgment quieting title to the disputed strip in the Pierces, finding that the common boundary had been established by mutual recognition and acquiescence. The Belchers appeal.

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2) **No.: 29889-2-III**

Case Name: River House Development, Inc. v. Integrus Architecture, P.S.

County: Spokane

Case Summary: River House Development, Inc. hired Integrus Architecture, P.S. to provide architectural services for a condominium project. Their contract contained a mediation and arbitration clause. River House later sued Integrus and after 10 months of proceedings, sought a stay to compel arbitration. The superior court ruled that River House had waived its right to compel mediation and arbitration, and ordered the case to proceed to trial. River House appeals.

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3) **No.: 29846-9-III**

Case Name: In re the Estate of Vance Brownfield v. Bank of America, et al

County: Spokane

Case Summary: RCW 30.22.060 requires banks to maintain a signed contract of deposit for each account. In September 2008, Vance Brownfield and his niece, Karen Rhodes, went to a Bank of America (BOA) branch and an employee assisted Brownfield in designating Rhodes as a payable-on-death beneficiary on two of his accounts. Brownfield died three months later and BOA dispersed the funds in the account to Rhodes. Brownfield's estate later discovered that BOA did not have a signed contract indicating Brownfield had added Rhodes to the accounts. The estate sued BOA and Rhodes, alleging breach of contract, breach of the implied covenant of good faith, conversion, and negligence. The superior court granted BOA's motion for summary dismissal of the claims. The estate appeals.

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11:00 a.m.

4) **No.: 29459-5-III**

Case Name: State of Washington v. Bobby Ray Zapien

County: Yakima

Case Summary: Bobby Ray Zapien was arrested and charged with first degree premeditated murder. Trial was delayed several months while the State interviewed witnesses, tested DNA, and responded to defense discovery requests. At trial, two eye-witnesses and a confidential informant testified that Zapien shot Luis E. Gonzalez in the head. Outside the presence of the jury, the court denied Zapien's request to cross-examine the confidential informant and police officers regarding whether the confidential informant had been offered immunity in return for his testimony. The jury found Zapien guilty of first degree murder. He appeals.

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5) **No.: 29847-7-III**

Case Name: In re the Marriage of Melissa Z. Bronstein & Seymour M. Bronstein

County: Walla Walla

Case Summary: Melissa and Seymour Bronstein married in 1990. When Seymour began working as an oncologist for St. Mary Medical Center in June 2007, St. Mary advanced him \$170,000 as an "income support loan." The loan was for a period of one year and payment on the loan would be forgiven if Seymour worked in the community for an additional three years. The couple divorced in July 2009. A property settlement agreement stated that they must equally pay the St. Mary loan, with Seymour paying Melissa's share as long as she remained in Walla Walla. Melissa would have no obligation under the agreement to pay the loan if Seymour moved from Walla Walla before she did. Melissa moved to New York in August 2010 and Seymour sought a court order requiring her to pay her remaining half of the St. Mary debt to him. Melissa responded that the loan was not yet due and that it would be unfair to require her payment on a debt that might ultimately be forgiven. Seymour replied that the loan would not actually be forgiven if he continued to work in Walla Walla, but that it would be paid off as a result of his time and labor. The superior court agreed with Seymour and ordered Melissa to pay \$51,500 on the debt. Melissa appeals.

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6) **No.: 29720-9-III**

Case Name: Deere Credit, Inc. v. Cervantes Nurseries, LLC, et al

County: Yakima

Case Summary: Washington’s single-action statute bars a plaintiff from foreclosing “while he is prosecuting any other action for the same debt or matter which is secured by the mortgage.” RCW 61.12.120. Cervantes Orchards & Vineyards; Cervantes Nurseries, LLC; Cervantes Packing & Storage, LLC; Manchego Real, LLC; and Jose & Cynthia Cervantes (collectively “Cervantes”) borrowed money from Deere Credit, Inc., and executed three promissory notes secured by mortgages on several parcels of real property. Cervantes collectively defaulted on the notes and Cervantes Orchards & Vineyards individually filed for Chapter 11 bankruptcy protection in bankruptcy court. The bankruptcy court confirmed a plan of reorganization. Around that same time, Cervantes collectively entered into a second forbearance agreement with Deere Credit. Cervantes defaulted on the agreement and Cervantes Orchards & Vineyards defaulted under the terms of the reorganization plan. Deere Credit simultaneously moved to reopen the bankruptcy case and to have a liquidating agent appointed and sued in Yakima County Superior Court for judgment under the forbearance agreement as well as foreclosure of the mortgages. The superior court granted summary judgment in favor of Deere Credit after finding that the present foreclosure action was not the same as the simultaneously occurring bankruptcy liquidation for purposes of the single-action statute. Cervantes appeals.

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7) **No.: 26816-1-III**

Case Name: State of Washington v. Jose Luis Sanchez, Jr.

County: Yakima

Case Summary: On February 20, 2005, two armed men entered the Yakima apartment shared by Ricardo Causor, his girlfriend Michelle Kublic, and their two young daughters. The intruders stole marijuana and money from Causor. One intruder, later identified as Jose Luis Sanchez, Jr., fired gunshots that killed Causor and one daughter, and wounded Kublic and the other daughter. Sanchez and accomplice Mario Mendez were charged with aggravated first degree murder, attempted first degree murder, burglary, and robbery. Two attorneys appointed to represent Sanchez were disqualified before trial on motion of Mendez's attorneys, who alleged lawyer-witness conflict and other ethics violations. The court appointed substitute counsel for Sanchez. Pretrial, the court denied Sanchez's motion to suppress Kublic's in-court identification of him as the shooter. Over Sanchez's objection, his trial was held in a jailhouse courtroom. Mendez pleaded guilty to lesser charges and testified at trial that Sanchez was the shooter. Kublic likewise testified she was 100 percent certain it was Sanchez who shot her family. The jury rejected Sanchez's misidentification and other-perpetrator theories and convicted him of two counts each of aggravated first degree murder and attempted first degree murder, and one count each of first degree robbery and first degree burglary—all while armed with a firearm. In a severed bench trial proceeding, the court also convicted Sanchez of first degree unlawful possession of a firearm. He appeals.

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