

**APPENDIX A**

**IN THE COURT OF APPEALS OF THE STATE OF  
WASHINGTON  
DIVISION THREE**

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**No. 34615-3-III**

**U.S. BANK NATIONAL ASSOCIATION, AS  
SUCCESSOR IN INTEREST TO WILMINGTON  
TRUST COMPANY, AS TRUSTEE, SUCCESSOR IN  
INTEREST TO BANK AMERICA, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR STRUCTURED  
ASSET INVESTMENT LOAN TRUST MORTGAGE  
PASS-THROUGH CERTIFICATES SERIES 2005-1,  
Respondent,**

**v.**

**GEORGIA A. PLUMB; JOSHUA C. PLUMB;  
KAMERON F. PLUMB; and THE WORD CHURCH,  
Appellants,**

**ESTATE OF CARL PLUMB, DECEASED;  
UNKNOWN HEIRS AND DEVISEES OF CARL  
PLUMB, DECEASED; CITIBANK, N.A.; ALSO ALL  
PERSONS OR PARTIES UNKNOWN CLAIMING  
ANY RIGHT, TITLE LIEN, OR INTEREST IN THE  
PROPERTY DESCRIBED IN THE COMPLAINT  
HEREIN, Defendants.**

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**[Filed: December 14, 2017  
In the Office of the Clerk of Court  
WA State Court of Appeals, Division III]**

**UNPUBLISHED OPINION**

**(1a)**

PENNELL, J. — The Plumbs appeal a judgment and decree of foreclosure entered after summary judgment was granted in favor of U.S. Bank National Association. We affirm.

### FACTS

In August 2004, the Plumbs executed and delivered a promissory note and corresponding deed of trust encumbering their home to Finance America, LLC in exchange for a \$360,000 loan. The front page of the deed of trust is dated August 16, 2004, but the Plumbs signed the document on August 26. The deed of trust was recorded on August 31. The beneficial interest in the deed of trust was subsequently assigned to U.S. Bank.

The Plumbs failed to make the monthly payment due on March 1, 2009. Since that time, they have continued to withhold payments on the loan, alleging fraud as the reason for nonpayment. On June 13, 2009, the Plumbs were provided with written notice of default by U.S. Bank's loan servicing agent, Ocwen Loan Servicing, LLC. The Plumbs did not cure the default.

On December 26, 2013, U.S. Bank filed a foreclosure complaint in Yakima County Superior Court and moved for summary judgment in May 2015. The superior court granted summary judgment to U.S. Bank and the Plumbs appeal.

### ANALYSIS

#### *Standing*

The Plumbs' chief argument is U.S. Bank lacked standing to foreclose on their property because it did not possess the promissory note on the date it filed suit. Although it is undisputed that U.S. Bank possessed the note at the time of the summary judgment proceedings, the Plumbs claimed the critical time period was the date of suit. As factual support for their possession claim, the Plumbs point to an item they refer to as the "Note Location Determined" document that states:

[B]ased on Deutsche Bank data base they first initially received the loan on 9/13/2—4 then withdrew and sent it to GMAC on 10/14/04, received it back on 11/9/04, withdrew and sent it to Ocwen on 7/22/109, received it again on 9/14/13 and withdrew and sent it out to Ocwen on 7/28/14. Ocwen received the Original Note and Mortgage on 8/4/14 and has remained in custody of the Original documents since that date.

Clerk's Papers at 665.

Our inquiry on summary judgment is the same as in the trial court. *Coppernoll v. Reed*, 155 Wn.2d 290, 296, 119 P.3d 318 (2005). We consider the pleadings and supporting documents to determine whether there is a genuine issue of material fact for trial. CR 56(c). A party opposing summary judgment cannot rely on speculation or inadmissible evidence to show material factual issues. *Lynn v. Labor Ready, Inc.*, 136 Wn. App. 295, 306, 151 P.3d 201 (2006). Instead,

the opponent must proffer facts that would be admissible at trial and would tend to show the existence of disputed material facts. *Id.*

A threshold problem with the Plumbs' arguments in opposition to summary judgment is that the note location document is hearsay. ER 801(c). Contrary to the Plumbs' assertions, the document is not an admission of a party opponent. The document purports to have been made by an employee of Ocwen, not U.S. Bank. Although Ocwen worked as a servicing agent for U.S. Bank's loan, there is no evidence Ocwen had authority to speak on behalf of U.S. Bank. ER 801(d)(2)(iii). Nor is there any evidence U.S. Bank ever adopted the note location document as its own or agreed to its truthfulness. ER 801(d)(2)(ii). Because the note location document is hearsay, it can only be considered on summary judgment if the Plumbs are able to establish an exception to the hearsay rule.

The note location document does not qualify for a hearsay exception as a business record. ER 803(a)(6). To be admitted as a business record, a document must be verified by a custodian of record or another qualified witness who can attest to the record's identity and mode of preparation. RCW 5.45.020; *Lodis v. Corbis Holdings, Inc.*, 172 Wn. App. 835, 858, 292 P.3d 779 (2013) (admissibility as a business record requires showing the document was "made in the regular course of business, at or near the time of the act, condition or even"). No such verification exists in the record. The business record exception therefore fails.

The Plumbs also have not established admissibility of any statements in the note location document affecting an interest in property. ER 803(a)(15). A statement contained in a document purporting to establish or affect an interest in property is not considered hearsay if the matter stated was relevant to the purpose of the document. 5C KARL B. TEGLAND, WASHINGTON PRACTICE: EVIDENCE LAW AND PRACTICE § 803.58 at 140 (6<sup>th</sup> ed. 2016). The note location document does not, in and of itself, purport to establish or impact an interest in the Plumbs' home or any other form of property. ER 803(a)(15) is inapplicable.

The Plumbs proffer of the note location document was not, therefore, sufficient to challenged the facts set forth in U.S. Bank's motion for summary judgment.<sup>1</sup>

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<sup>1</sup> Even if the note location document were admissible, it would not appear dispositive. The document does not show that, at the time of suit, U.S. Bank lacked at least constructive possession of the note.

### *Fraud*

The Plumbs next argue: (1) forgery in U.S. Bank's promissory note and deed of trust instrument, and (2) fraud in the origination of the mortgage loan vitiated the instruments and the transaction.

The elements of fraud include: (1) representation of an existing fact, (2) materiality, (3) falsity, (4) the

speaker's knowledge of its falsity, (5) intent of the speaker that it should be acted on by the plaintiff, (6) plaintiff's ignorance of its falsity, (7) plaintiff's reliance on the truth of the representation, (8) plaintiff's right to rely on it, and (9) damages suffered by the plaintiff. *Adams v. King County*, 164 Wn.2d 640, 662, 192 P.3d 891 (2008). The person alleging fraud must prove all of these elements by clear, cogent, and convincing evidence. *Pedersen v. Bibioff*, 64 Wn. App. 710, 722-23, 828 P.2d 1113 (1994). The absence of any element is fatal to a claim of fraud. *Puget Sound Nat'l Bank v. McMahon*, 53 Wn.2d 51, 54, 330 P.2d 559 (1958).

The Plumbs' first theory is fraud in the inducement, namely fraudulent appraisal. They claim the appraisal done in conjunction with their refinance reflected an incorrect and inflated value for their property. This claim of fraud fails. The difference between the assessed and appraised value is not sufficient evidence of a false statement, as required by element number three. In addition, the Plumbs cannot point to any evidence that U.S. Bank was aware of an inflated appraisal amount, as required by element number four.

The Plumbs' second theory is a person working on the refinance threatened to sue them if they did not sign the loan documents. This vague allegation does not constitute a false statement, as required by element number three.

The Plumbs' third theory is the promissory note and deed of trust in U.S. Bank's possession are forgeries. There are also insufficient facts to support

this claim. The Plumbs have admitted that no entity besides U.S. Bank has attempted to demand payment on the promissory note. The discrepancy in the dates on the deed of trust would only be of consequence if there was a dispute as to the date the contract was entered into, which there was not. The Plumbs also claim other parts of the deed of trust were forged including the name of the trustee, the legal description of the property, and the presence of a form name on the lower left-hand corner. The Plumbs have not shown how this affects the terms of the instrument. Moreover, most of the alleged forgeries the Plumbs point to are in the deed of trust. But it is the note that is important. The mortgage is incident to the note. *Bain v. Metro. Mortg. Grp., Inc.*, 175 Wn.2d 83, 104, 285 P.3d 34 (2012).

#### *Laches*

The Plumbs contend U.S. Bank's lawsuit must be dismissed due to the equitable doctrine of laches. They argue U.S. Bank caused irreparable harm to their ability to defend by waiting over four years after the Plumbs defaulted in May 2009 to file the foreclosure action.

The doctrine of laches protects defendants who are injured by a plaintiff's delay in bringing the action. *Assocs. Hous. Fin. LLC v. Stredwick*, 120 Wn. App. 52, 61, 83 P.3d 1032 (2004). To invoke this defense, a defendant must establish three things: (1) the plaintiff knew, or could have reasonably discovered, the facts constituting a cause of action, (2) the

plaintiff unreasonably delayed filing the action, and (3) the defendant was materially prejudiced by the delay. *Id.* at 62. Absent unusual circumstances, the doctrine of laches should not be invoked to bar an action short of the applicable statute of limitation. *In re Marriage of Hunter*, 52 Wn. App. 265, 270, 758 P.2d 1019 (1988).

The Plumbs cannot meet the elements of laches. U.S. Bank filed this action within the six-year limitation period. RCW 4.16.040(1). Any delay within this period did not prejudice the Plumbs. To the contrary, the Plumbs benefitted from the delay, as they have continued to live in their home without making loan payments. Although the Plumbs did suffer the loss of their family member, Carl Plumb, during the limitation period, they cannot show that the outcome of their case could have been different with Carl Plumb's assistance.

#### *Due process*

The Plumbs next claim they were deprived of their right to due process and equal protection. Regarding due process, the Plumbs argue the superior court unreasonably ignored the facts and refused to allow them to testify at the summary judgment hearing. Regarding equal protection, the Plumbs claim they were treated differently than other similarly situated homeowners.

These claims are derivative of the other claims presented in the Plumbs' briefing. As discussed, the Plumbs did not properly support their claims with admissible evidence. The Plumbs were given an

opportunity to defend the lawsuit in court. There was no denial of due process.

As for the Plumbs' equal protection argument, they fail to demonstrate how they have been treated differently from other similarly situated individuals other than to say other homeowners are "protected." Appellant's Br. at 47. This court does not consider conclusory arguments unsupported by citation to authority. RAP 10.3(a)(6); *Joy v. Dept't of Labor & Indus.*, 170 Wn. App. 614, 629, 285 P.3d 187 (2012).

*Sanctions and attorney fees*

Because the arguments raised by the Plumbs are without merit, they are not entitled to sanctions or attorney fees.

Conclusion

The order and judgment of the superior court is affirmed.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.

/s/ Pennell, J.  
Pennel, J.

WE CONCUR:

/s/ Fearing, C.J.  
Fearing, C.J.

/s/ Korsmo, J.  
Korsmo, J.

**APPENDIX B**

IN THE SUPERIOR COURT OF THE STATE OF  
WASHINGTON FOR THE COUNTY OF YAKIMA

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Case No. 13-2-04236-2

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE, SUCCESSOR IN INTEREST TO  
WILMINGTON TRUST COMPANY, AS TRUSTEE,  
SUCCESSOR IN INTEREST TO BANK OF  
AMERICA, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR STRUCTURED ASSET  
INVESTMENT LOAN TRUST MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES 2005-1,  
Plaintiff,

v.

THE ESTATE OF CARL PLUMB, DECEASED;  
UNKNOWN HEIRS OF CARL PLUMB, DECEASED;  
GEORGIA A. PLUMB; JOSHUA C. PLUMB;  
KAMERON F. PLUMB; THE WORD CHURCH;  
CITIBANK, N.A.; ALSO ALL PERSONS OR  
PARTIES UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE PROPERTY  
DESCRIBED IN THE COMPLAINT HEREIN,  
Defendants.

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[Filed: Jul. 1, 2016]

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ORDER GRANTING PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT

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THIS MATTER, having come on regularly for hearing before the above-entitled court this 1<sup>st</sup> day of July, 2016, plaintiff, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO WILMINGTON TRUST COMPANY, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-1 (hereinafter "Plaintiff"), appearing by its attorneys of record herein, Georgia A. Plumb, The Word Church, Kameron F. Plumb and Joshua C. Plumb appearing on behalf of themselves, the Court, having considered the plaintiff's Motion for Summary Judgment, plaintiff's Affidavit in Support and the exhibits attached thereto, and plaintiff's Memorandum in Support, the Declaration of Tiffany Owens and the exhibits thereto, any response submitted by Georgia A. Plumb, The Word Church, Kameron F. Plumb and Joshua C. Plumb and the replies thereto, oral argument of the parties, and the pleadings and records filed herein and makes the following finding that there are no issues of material fact and that Plaintiff is entitled to the relief sought, including foreclosure of the promissory note and Deed of Trust on the Subject Property;

IT IS ACCORDINGLY HEREBY ORDERED  
ADJUDGED AND DECREED:

1. That Plaintiff's Motion for Summary Judgment is granted in its entirety and any claims of the

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defendants are hereby dismissed with prejudice;

2. That it be adjudged that the Notice of Intent to Preserve Interest in Real Property recorded on June 4, 2010 under Yakima recording number 7693641 and the Rescission of Deed of Trust and Full Reconveyance recorded June 15, 2010 under Yakima recording Number 7694625 be vacated.

It is further ordered that the Judgment and Decree of Foreclosure shall be entered forthwith;

Done in open court this 1[st] day of July, 2016.

/s/ Blaine Gibson  
Judge Blaine Gibson

Presented by:

/s/ Tiffany Owens

Craig A. Peterson, WSBA #15935

Tiffany Owens, WSBA #42449

ROBINSON TAIT, P.S.

Attorneys for Plaintiff

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**APPENDIX C**

**SUPERIOR COURT OF WASHINGTON FOR  
YAKIMA COUNTY**

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Case No. 13-2-04236-2

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE, SUCCESSOR IN INTEREST TO  
WILMINGTON TRUST COMPANY, AS TRUSTEE,  
SUCCESSOR IN INTEREST TO BANK OF  
AMERICA, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR STRUCTURED ASSET  
INVESTMENT LOAN TRUST MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES 2005-1,  
Plaintiff,

v.

ESTATE OF CARL PLUMB, DECEASED;  
UNKNOWN HEIRS AND DEVISEES OF CARL  
PLUMB, DECEASED; GEORGIA A. PLUMB;  
JOSHUA C. PLUMB; KAMERON F. PLUMB; THE  
WORD CHURCH; CITICANK, N.A.; ALSO ALL  
PERSONS OR PARTIES UNKNOWN CLAIMING  
ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE  
PROPERTY DESCRIBED IN THE COMPLAINT  
HEREIN, Defendants.

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[Filed: Jul. 1, 2016]

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**JUDGMENT AND DECREE OF FORECLOSURE**

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## JUDGMENT SUMMARY

Judgment Creditor: U.S. BANK NATIONAL  
ASSOCIATION, AS  
TRUSTEE, SUCCESSOR IN  
INTEREST TO  
WILMINGTON TRUST  
COMPANY, AS TRUSTEE,  
SUCCESSOR IN INTEREST  
TO BANK OF AMERICA,  
NATIONAL ASSOCIATION,  
AS TRUSTEE FOR  
STRUCTURED ASSET  
INVESTMENT LOAN TRUST  
MORTGAGE PASS-  
THROUGH CERTIFICATES  
SERIES 2005-1

Attorney for  
Judgment Creditor: TIFFANY OWENS Robinson  
Tait, P.S. 710 Second Avenue,  
Suite 710 Seattle, WA 98104

Judgment Debtor: Georgia A. Plumb and Joshua  
C. Plumb and Kameron F.  
Plumb

Attorney for  
Judgment Debtor: N/A

Other Entities  
entitled to Portion of  
Judgment, Other  
than Creditor's  
Attorney:

None

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Principal Balance	
Amount:	\$341,774.79
Interest at 7.26000%	
per annum from	
April 1, 2009 to	
September 2, 2015:	\$159,284.90
Per diem interest of	
\$68.92 from	
September 3, 2015	
through the date of	
Judgment:	To Be Determined
Other Recovery	
Amounts:	\$42,975.98
Total Costs (plus	
additional Sheriff's	
fees and costs, amount	
to be determined):	\$2,102.01
Attorney's Fee:	\$7,600.00

THIS MATTER having come on for hearing this day before the undersigned Judge of the above entitled court upon the motion of plaintiff for entry of judgment and decree of foreclosure, plaintiff appearing, by and through its attorneys Robinson Tait, P.S. and Tiffany Owens, defendants CitiBank and Persons and Parties Unknown, Unknown heirs and devisees of Carl Plumb, deceased, and having failed to appear or answer and an Order of Default having been entered previously against said

defendants, Estate of Carl Plumbs, deceased, having been previously dismissed, and Defendants Georgia A. Plumb, The Word Church, Joshua C. Plumb, and Kameron F. Plumb, having submitted an Answer and having Summary Judgment entered in favor of Plaintiff, and the court being fully advised now, rules that:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Plaintiff is awarded judgment, In Rem in the sum of \$341,774.79, together with interest at a rate of 7.26000% per annum from April 1, 2009 through September 2, 2015, in the amount of \$159,284.90, together with additional interest at the rate of \$68.92 per day from September 3, 2015 to the date of judgment, together with reasonable attorneys' fees in the amount of \$7,600.00 as prayed for in the Complaint, together with other recoverable amounts of \$42,975.98 as itemized in the Affidavit in Support of Entry of Judgment and Decree of Foreclosure, plus plaintiff's costs and disbursements incurred in the amount of \$2,102.01 as itemized in the cost bill, plus additional amounts for post judgment costs to be determined at the time of sale. Said judgment to bear interest at the per diem rate of \$68.92 until the date of sale; and

2. Plaintiff's Security Agreement covering real property in Yakima County, Washington, legally described as follows:

LOT 10, BLOCK 7, THE UPLANDS, AS  
RECORDED IN VOLUME "O" OF PLATS,

PAGE 28, RECORDS OF YAKIMA COUNTY,  
WASHINGTON. SITUATED IN YAKIMA  
COUNTY, STATE OF WASHINGTON

and commonly known as 4902 Richey Road, Yakima, WA 98908 which was recorded on August 31, 2004, under Auditor's File No. 7417552 records of Yakima County, Washington, is adjudged and decreed to be a first and paramount lien upon the above described real estate and the whole thereof as security for the payment of the judgment herein set forth, and that said deed of trust is hereby foreclosed and the property therein described is hereby ordered sold by the Sheriff of Yakima County in the manner provided for by law, and the proceeds therefrom shall be applied to the payment of the judgment, interest, attorneys' fees, costs and such other sums as plaintiff has advanced prior to judgment, and that such sums shall constitute a first and specific lien and charge upon said real estate, prior and superior to any right, title, estate, lien or interest of the defendants Carl Plumb, Georgia A. Plumb, Joshua C. Plumb, Kameron F. Plumb, The Word Church, CitiBank, N.A., Also All Person Or Parties Unknown Claiming Any Right, Title, Lien, Or Interest In The Property Described In The Complaint Herein and of any one claiming by, through or under them; and

3. Notice of Intent to Preserve Interest in Real Property recorded under Yakima recording number 7693641 was filed without apparent authority and without a court order. This document does not effect the interest property and is vacated.

4. Rescission of Deed of Trust and Full Reconveyance said to effect the subject Deed of Trust of this action, recorded August 31, 2004 under Yakima recording number 7417552 was filed improperly and without authority and is vacated.

5. If any deficiency remains after application of the proceeds of such sale thereon, that since plaintiff in its Complaint expressly waived a deficiency judgment, no deficiency judgment be entered against the defendant; and

6. By such foreclosure and sale, the rights of each of the defendants and persons claiming by, through or under them subsequent to the recording of the [D]eed of Trust are inferior and subordinate to plaintiff's Deed of Trust lien and are forever foreclosed, except only for the statutory right of redemption as allowed by law; and

7. Plaintiff be hereby granted the right to become a bidder and purchaser at said sale and that the purchaser shall be entitled to immediate possession of the property upon completion of sale according to law, and to all right, title and interest in any rents and profits generated or arising from the property during the statutory redemption period.

8. The redemption period for the real property described above is 8 months because the mortgagor or his or her successors have not abandoned the real property described above for 6 months or more and because the real property described above is no[t] used primarily for agricultural or farming purposes.

DONE this 1[st] day of July, 2016.

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/s/ Blaine Gibson  
JUDGE

Presented by:

/s/ Tiffany Owens

Craig A. Peterson, WSBA #15935

Tiffany Owens, WSBA #42449

Robinson Tait, P.S.

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**APPENDIX D**

**THE SUPREME COURT OF WASHINGTON**

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Case No. 95381-3

Court of Appeals No. 34615-3-III

U.S. BANK NATIONAL ASSOCIATION, et al.,  
Respondents,

v.

ESTATE OF CARL PLUMB, et al.,  
Petitioners.

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[Filed: April 4, 2018]

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**ORDER**

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Department I of the Court, composed of Chief Justice Fairhurst and Justices Johnson, Owens, Wiggins and Gordon McCloud, considered at its April 3, 2018, Motion Calendar whether review should be granted pursuant to RAP 13.4(b) and unanimously agreed that the following order be entered.

IT IS ORDERED:

That the petition for review is denied.

DATED at Olympia, Washington, this 4<sup>th</sup> day of April, 2018.

For the Court  
/s/ Fairhurst, CJ.  
CHIEF JUSTICE

**APPENDIX E**

Constitution of the United States of America and statutory provisions involved in the case.

*Constitution of the United States of America*

**ARTICLE III****Section 1, Supreme Court and inferior courts—Judges and compensation.**

The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behavior, and shall, at stated Times, receive for their Services, a Compensation, which shall not be diminished during their Continuance in Office.

U.S. Const. art. III, § 1.

**Section 2, Clause 1. Subjects of jurisdiction.**

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;— to all Cases of admiralty and maritime Jurisdiction;—to Controversies to

which the United States shall be a Party;—to Controversies between two or more States;—between a State and Citizens of another State;—between Citizens of different States,—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

U.S. Const. art. III, § 2, cl. 1.

**Section 2, Clause 2. Jurisdiction of Supreme Court**

In all Cases affecting Ambassadors, other public Ministers and Consul, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

U.S. Const. art. III, § 2, cl. 2.

**ARTICLE VI**

**Section 1. Clause 2. Supreme law.**

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United

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States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

U.S. Const. art. VI, § 1, cl. 2.

## **AMENDMENTS**

### **AMENDMENT VII.**

#### **Trial by jury in civil cases.**

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

U.S. Const. amend. VII.

### **AMENDMENT XIV Section 1. Citizens of the United States.**

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within

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its jurisdiction the equal protection of the laws.

U.S. Const. amend. XIV, § 1.

**Wash. Rev. Code § 62A.3-102(a)**

**Subject matter.**

- (a) This Article applies to negotiable instruments. It does not apply to money, to payment orders govern by Article 4A, or to securities governed by Article 8.

**Wash. Rev. Code § 62A.3-203**

**Transfer of instrument; rights acquired by transfer.**

- (a) An instrument is transferred when it is delivered by a person other than its issuer for the purposes of giving to the person receiving delivery the right to enforce the instrument.
- (b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.
- (c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of

indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.

- (d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no right under this Article and has only the rights of a partial assignee.

**Wash. Rev. Code § 62A.3-205(a)(b)**

**Special indorsement; blank indorsement;**

- (a) If an indorsement is made by the holder of an instrument, whether payable to an identified person or payable to bearer, and the indorsement identifies a person to whom it makes the instrument payable, it is a "special indorsement." When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only the indorsement of that person. The principles stated in RCW 62A.3-110 apply to special indorsements.
- (b) If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

**Wash. Rev. Code § 62A.3-301**

**Person entitled to enforce instrument.**

“Person entitled to enforce” an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to RCW 62A.3-309 or 62A.3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.