

## IN THE SUPREME COURT OF CALIFORNIA

THE PEOPLE,	)	
	)	
Plaintiff and Respondent,	)	
	)	S033901
v.	)	
	)	
CATHERINE THOMPSON,	)	
	)	Los Angeles County
Defendant and Appellant.	)	Super. Ct. No. SA004363
_____	)	

A jury in Los Angeles County Superior Court convicted defendant Catherine Thompson on September 15, 1992, of both conspiracy to murder and the first degree murder of her husband, Melvin “Tom” Thompson. (Pen. Code, §§ 182, 187; all further statutory references are to this code unless otherwise indicated). The jury also sustained a special circumstance allegation that defendant committed the murder for financial gain. (§ 190.2, subd. (a)(1).) On September 28, 1992, after weighing the aggravating and mitigating evidence presented by the parties, the jury set the penalty at death under the 1978 death penalty law. (§ 190.1 et seq.) This appeal is automatic. (§ 1239, subd. (b).) We affirm the judgment in its entirety.

## I. GUILT PHASE

### A. Facts

#### 1. *Financial Dealings Before the Murder*

Melvin Thompson (Melvin) owned and operated Kayser Service and Community Brake (hereafter Kayser Service), an auto repair shop in Santa Monica, since 1982. Initially, he controlled the finances of his business. He had separated from his wife, Mellie Thompson, in 1978, and they eventually divorced; their marital dissolution agreement specified that Mellie could live in their jointly owned home on South Sycamore Avenue until 1988, when their youngest child would turn 18 years old, at which time either Melvin or Mellie would buy the other out, or the house would be sold and they would split the proceeds.

Melvin and defendant married sometime after his divorce from Mellie, and they bought a house together on Hillary Drive. Defendant eventually began handling the finances of the Kayser Service business. From 1986 to 1988, however, while working as an office manager at a business called Edith Ann's Answering Service (hereafter Edith Ann), defendant incurred a debt to her employer of more than \$33,000.<sup>1</sup> Defendant agreed to repay the amount and gave Edith Ann a deed of trust on the Hillary Drive home on which she had forged her husband's signature. Defendant did not tell him about the matter.

After paying \$7,500 on the note she had given to Edith Ann, defendant ceased payment and the house on Hillary Drive went into foreclosure in September 1989. Tony DeGreef of BID Properties purchased the home and began

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<sup>1</sup> In fact, defendant had embezzled the money from Edith Ann, but defendant avoided criminal prosecution by agreeing to repay the embezzled funds. The trial court initially ruled evidence of the embezzlement inadmissible at the guilt phase, but later admitted the evidence to show a motive for the murder, a decision defendant challenges on appeal. (See, *post*, pt. I.B.8.)

eviction proceedings. One of defendant's friends, Isabelle Sanders (Isabelle), contacted DeGreef to discuss whether defendant could repurchase the home. During these negotiations, defendant falsely told DeGreef that Isabelle was her mother, and that defendant's husband was very ill and thus unavailable to participate in the negotiations. In fact, defendant had instructed DeGreef not to inform her husband about the foreclosure. Defendant told DeGreef she wanted to buy back the house in her maiden name, Catherine Bazar, because of her bad credit history. When DeGreef expressed concern that defendant did not have sufficient funds to repurchase the home, she falsely told him she would be receiving money from a trust and a life insurance policy. DeGreef agreed to rent the home to defendant for \$4,500 per month while they negotiated the terms of the repurchase.

While this was occurring, Mellie Thompson was trying to purchase her ex-husband Melvin's ownership interest in the South Sycamore Avenue house. At the same time, in November 1989, defendant embarked on a fraudulent scheme to obtain a loan using Mellie's South Sycamore Avenue home as collateral. To facilitate the fraud, defendant obtained a temporary driver's license in Mellie Thompson's name, and Isabelle's son, codefendant Phillip Sanders (hereafter sometimes Phillip), obtained a temporary driver's license to pose as Melvin Thompson. The two, along with Isabelle, met with Dorothy Reik, a mortgage broker, and negotiated a refinancing of the South Sycamore Avenue house. Reik testified that Isabelle appeared to be in charge of the negotiations and that she introduced defendant and Phillip as "Mellie and Melvin Thompson." When Reik noticed the temporary licenses, which had no photos, had been procured that very day and that the listed weight for "Melvin" was inconsistent with Phillip's appearance, she was told the Thompsons recently lost their permanent licenses in a robbery, and that "Melvin" had been ill and lost some weight. When Reik

attempted to confirm this story by calling Kayser Service, a woman named “Rene” answered the telephone and confirmed the robbery story. (Defendant’s good friend Rene Griffin testified, denying she ever told a loan representative the Thompsons had been robbed, lost their identifications, or that Melvin had recently lost weight.) Because they lacked photo identifications, Reik required independent witnesses to verify the Thompsons’ identity. This was provided by Isabelle, her daughter, Carolyn Moore, and Isabelle’s daughter-in-law, Carolyn Sanders (Phillip’s wife). Reik was satisfied, and defendant and Phillip, posing as Mellie and Melvin Thompson, signed the loan papers in Reik’s presence. Reik later described the loan as a “hard money” loan, based on the value of the South Sycamore Avenue home and not the borrowers’ creditworthiness.

Defendant and Phillip received \$25,000 before escrow closed, and an additional \$27,822 thereafter. (The remainder of the \$98,000 loan paid off the first deed of trust and accrued property taxes on the South Sycamore Avenue home.)

Around this same time, Isabelle approached Bruce Blum, an attorney, and asked him whether he could help her “daughter,” who allegedly had lost her house in a foreclosure. Blum began working for defendant in December 1989 to help her re-acquire the home on Hillary Drive. Defendant gave him a check for \$20,000, drawn on the Kayser Service account, to pay the rent on the home through April 1990. Defendant’s poor credit prevented her from obtaining financing, so Blum attempted to negotiate the sale in Isabelle’s name. When that proved ineffective, defendant obtained a driver’s license and Social Security card in her maiden name, Catherine Bazar, and attempted to obtain financing that way.<sup>2</sup>

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<sup>2</sup> Blum testified he did not attempt to deceive BID Properties, and that defendant did not ask him to do so.

In March 1990, defendant (who introduced herself as Catherine Bazar), along with Isabelle, met with mortgage broker David Yourist. Defendant told him she wished to repurchase the Hillary Drive house, was married to a man who operated an auto repair business, but that she would be taking title to the house in her own name. On the application for the loan, she listed her bank as “Community Bank,” but the address and telephone number of the bank was, in fact, the address and telephone number of Kayser Service. Yourist sent a request for verification of deposit to a “bank” at that address and received back confirmation that defendant had money on deposit.

Yourist thereafter referred the matter to Jane Rogers, an escrow officer, to prepare the paperwork for the sale. The terms of the loan required defendant to put \$42,500 down, with the remaining \$412,500 to be financed by the bank and a second mortgage carried by the seller. In lieu of defendant’s payment, Rogers received a copy of an assignment of proceeds from a life insurance policy to Catherine Bazar, but Rogers never received any actual money and the sale did not go through. Yourist later learned from the newspaper that the person he knew as “Catherine Bazar” was, in fact, defendant Catherine Thompson. Rene Griffin later denied representing herself to be the operations vice president of “Community Bank” and denied signing a verification of deposit for defendant in that capacity.

In December 1989, Mellie Thompson learned that her home on South Sycamore Avenue had been refinanced without her knowledge or consent. She sued her ex-husband, Melvin, defendant, and others for fraud.

## *2. Conspiracy to Commit Murder*

Phillip Sanders lived in Sylmar with his wife, Carolyn Sanders (Carolyn). Christine Kuretich met Carolyn in 1988 and the two became close friends. In mid-May 1990, Kuretich moved in with the Sanderses and rented a room in their

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