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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

TEODORO SANCHEZ,

Plaintiff and Appellant,

v.

LAWYERS TITLE INSURANCE
COMPANY et al.,

Defendants and Respondents.

B262291

(Los Angeles County
Super. Ct. No. BC461969)

APPEAL from judgments of the Superior Court of Los Angeles County, Joseph R. Kalin, Judge. Affirmed.

Law Offices of Tang Kiet and Tang Kiet for Plaintiff and Appellant.

Hershorin & Henry, Lori C. Hershorin and Claudia Mourad for Defendants and Respondents Fidelity National Title Insurance Company/Lawyers Title Insurance Company, Antalejeff, Inc., and Jonathan Evans.

Fidelity National Law and J. Walter Gussner for Defendant and Respondent Ronald Fernando.

Plaintiff Teodoro Sanchez appeals from multiple judgments entered against him after the trial court granted summary judgment motions in favor of Lawyers Title Insurance Company and its successor by merger Fidelity National Title Insurance (collectively, Lawyers Title), Ronald Fernando, Antalejeff, Inc., and Jonathan Evans. We affirm.

BACKGROUND

Fraudulent Mortgage Taken in Sanchez's Name

In November 2008, a man named Gilberto Lopez fraudulently used plaintiff Sanchez's identity to take a \$75,000 loan.¹ The lender, defendant Antalejeff, secured the loan by recording a deed of trust against Sanchez's real property. Later the same month, Sanchez received a mortgage statement from the servicer of the loan, Capital Benefit Mortgage. Because he speaks Spanish and could not communicate in English, Sanchez asked his adult son to inquire about the loan.² Sanchez's son called Capital Benefit Mortgage, and later Antalejeff, to explain that Sanchez had not obtained the loan. Sanchez did not speak directly with either of these entities or appear in person to discuss the issue with them.

In December 2008, defendant Evans, Antalejeff's president, contacted Antalejeff's title insurer, defendant Lawyers Title, to

¹ In April 2011, Lopez pleaded guilty to a felony charge related to this identity theft.

² Sanchez was nearly 74 years old at the time Lopez committed the identity theft.

inquire about coverage under Antalejeff's title policy for Sanchez's claim (communicated by his son) about the fraudulent loan. Lawyers Title advised Antalejeff that in order to receive policy benefits either Antalejeff needed to foreclose on Sanchez's property so an actual loss could be calculated or Sanchez needed to file a lawsuit.

Sanchez retained counsel, who negotiated with Capital Benefit Mortgage regarding resolution of the disputed loan. In January 2009, Sanchez and his son went to a police station to report the fraudulent loan. Months went by, and no payments were made on the loan. The matter was not resolved. In April 2009, Sanchez received notice from Capital Benefit Mortgage that the loan was in default and his property was going into foreclosure. Sanchez did not file a lawsuit to enjoin the foreclosure.

Foreclosure Proceedings Commence

Antalejeff retained S.B.S. Trust Deed Network (S.B.S. Trust) to conduct a foreclosure sale of Sanchez's property. Before proceeding, S.B.S. Trust requested that the deed of trust recorded against Sanchez's property in November 2008 be rerecorded because it did not include the legal description of the property attached as exhibit A. In July 2009, defendant Fernando, a senior title officer at Lawyers Title, rerecorded the deed of trust against Sanchez's property, after attaching (1) the legal description as exhibit A and (2) false notary acknowledgement forms, pre-signed by notary public Dorothea Adamson, certifying Sanchez appeared before her on July 10 and 15, 2009 and that he acknowledged signing the deed of trust. Sanchez did not sign the

deed of trust or appear before Adamson, and Fernando was aware of these facts.³

Sanchez's counsel wrote cease and desist letters to Capital Benefit Mortgage regarding the foreclosure proceedings, and demand letters to Lawyers Title addressing Fernando's conduct and seeking compensation under the title policy. Lawyers Title denied Sanchez's claim on the ground he was not an insured under the policy.

Sanchez Files Complaint (in Prior Action)

On November 20, 2009, Sanchez filed an action (case No. BC426454) against Lawyers Title, Antalejeff, Capital Benefit Mortgage, S.B.S. Trust, and Gilberto Lopez (the prior action). He asserted causes of action for fraud and deceit, unfair business practices, violation of the California Consumer Legal Remedies Act, bad faith denial of insurance claim, intentional infliction of emotional distress, cancellation of deed of trust, and quiet title. In addition to damages, he sought an order enjoining the foreclosure proceedings.

Sanchez did not serve the complaint on Lawyers Title at that time, but he sent a demand letter to Lawyers Title on

³ In September 2011, the Los Angeles County District Attorney filed charges against Fernando. On April 4, 2013, he pleaded guilty and was convicted of violating Penal Code section 470 (forgery/counterfeiting), and the criminal court placed him on probation and ordered him to pay \$10,000 in restitution to Sanchez. In September 2013, after Fernando complied with the terms of his probation and paid restitution, the criminal court granted Fernando's motion under Penal Code section 1203.4 and vacated his guilty plea, entered a plea of not guilty, and dismissed the information.

November 20, 2009, attaching the complaint and stating it had been filed. On December 7, 2009, he served by mail on Lawyers Title, Antalejeff, and Capital Benefit Mortgage and recorded a notice of pendency of action (Code Civ. Proc., § 405.20).

Foreclosure Sale

The following day, on December 8, 2009, the foreclosure sale proceeded, and Enduravest I, LLC purchased Sanchez's property. On December 21, 2009, S.B.S. Trust sent a letter to Sanchez, informing him that he could submit a claim for the cash surplus that resulted from the sale after the loan obligation and costs and expenses of the sale were paid. On December 23, 2009, Enduravest recorded a Trustee's Deed Upon Sale.⁴

Enduravest served Sanchez with notices to vacate, an unlawful detainer action, and a writ of possession. Sanchez paid rent to Enduravest to remain in the property and continue conducting his business (a meat market) there.

In June 2010, Sanchez submitted a claim to S.B.S. Trust for the surplus funds. S.B.S. Trust sent Sanchez a check in the amount of \$33,667.83, which Sanchez cashed.

Litigation Continues in the Prior Action

Enduravest filed a cross-complaint against Antalejeff, Capital Benefit Mortgage, and S.B.S. Trust in the prior action. The operative amended cross-complaint asserted a negligence cause of action, alleging the cross-defendants failed to warn about possible fraud and forgery of the deed of trust.

⁴ In April 2011, the criminal court in Lopez's case declared null and void the deeds of trust securing Antalejeff's loan. The Trustee's Deed Upon Sale that Enduravest recorded, however, was not cancelled.

Lawyers Title filed a motion for summary judgment on Sanchez's operative third amended complaint in the prior action, which alleged one cause of action against Lawyers Title for intentional infliction of emotional distress.

On May 2, 2011, the trial court heard oral argument on the motion and on May 24, 2011, issued its order granting summary judgment in favor of Lawyers Title, finding in pertinent part: "[T]here is no evidence that Lawyers Title had any intent to inflict injury upon [Sanchez] or acted with the realization that injury will result, given that [Sanchez] had filed no action during the time Lawyers Title was advising Antalejeff regarding [Sanchez]'s possible claim against Antalejeff. Further, it seems that [Sanchez]'s damages were caused by Lopez, who allegedly took out the loan and caused [Sanchez]'s property to be encumbered with the deed of trust."

Sanchez dismissed the prior action as to all remaining defendants. Enduravest's cross-action against Antalejeff, Capital Benefit Mortgage, and S.B.S. Trust remained.

Sanchez Files Current Action

On May 20, 2011, two and a half weeks after the trial court heard the summary judgment motion in the prior action, Sanchez filed the current action (case No. BC461969) against Lawyers Title, asserting causes of action for slander of title, unfair business practices, and intentional infliction of emotional distress.⁵ After multiple rounds of demurrers, the only remaining

⁵ Sanchez attempted to differentiate the intentional infliction of emotional distress causes of action in the current and prior action. He argued he based the cause of action in the prior action on allegations that Lawyers Title advised and conspired with Antalejeff and Capital Benefit Mortgage to proceed with

cause of action in the operative first amended complaint, filed September 13, 2011, was slander of title.

In his slander of title cause of action, Sanchez alleged Lawyers Title maliciously rerecorded the forged deed of trust executed by Lopez against Sanchez's property, attaching the legal description of the property and the false notary acknowledgements, in order to receive "a separate insurance title policy called the Trustee Sale Guarantee." He further alleged the rerecording of the deed of trust disparaged his title and caused monetary loss. He conceded in the first amended complaint that the rerecording of the deed of trust was "not necessary to the foreclosure process," but was "an act undertaken by Lawyers Title in order to receive the TSG [Trust Sale Guarantee]."

Enduravest Settles Cross-Complaint in Prior Action

On August 9, 2011, Enduravest, Antalejeff, Capital Benefit Mortgage, and S.B.S. Trust participated in a settlement conference in the cross-action and placed a settlement on the court record. Because Lawyers Title had agreed to pay for the defense and indemnify Antalejeff and Capital Benefit Mortgage in the cross-action, Lawyers Title participated in the settlement negotiations. Lawyers Title, on behalf of Antalejeff and Capital Benefit Mortgage, agreed to pay Enduravest the sum Enduravest

foreclosure even though Lawyers Title had reasonable notice the deed of trust was forged. He argued he based the cause of action in the current action on Fernando's conduct in rerecording the deed of trust with the false, pre-signed notary acknowledgement forms. The trial court disagreed that the causes of action were different and sustained without leave to amend Lawyers Title's demurrer to the intentional infliction of emotional distress cause of action in the current action based on collateral estoppel.

had paid to purchase the property at the foreclosure sale (\$138,750). Enduravest agreed to dismiss the cross-action with prejudice. As part of the settlement, Enduravest executed a deed, dated August 25, 2011, quitclaiming the property to Antalejeff. Enduravest also executed a deed, dated August 31, 2011, granting the property to Antalejeff. The deeds were not recorded.

On or about September 20, 2011, Lawyers Title, Antalejeff, and Capital Benefit Mortgage entered into a separate written agreement, stating in pertinent part: “Although the Settlement required Enduravest to execute and deliver a notarized grant deed conveying all right, title, estate and interest in the Subject Property to Antalejeff, at all times LTIC [Lawyers Title], Antalejeff and Capital agreed that Antalejeff was merely a conduit for LTIC to obtain the Subject Property in exchange for the Settlement Payment in accordance with the subrogation rights under the Title Policy issued to Antalejeff. LTIC, Antalejeff and Capital all acknowledged and agreed that at no time would Capital or Antalejeff have any rights, title or interest with respect to the Subject Property under the Settlement and that LTIC would obtain all rights from Enduravest. Moreover, Antalejeff shall execute a quitclaim deed in favor of LTIC in furtherance of this intention, and shall deliver said deed at the time of the return of the executed Agreement.”

Antalejeff executed a deed, dated September 10, 2011, quitclaiming the property to Lawyers Title. Lawyers Title, in turn, executed a deed, quitclaiming the property to Sanchez. None of the deeds were recorded.

On September 22, 2011, counsel for Lawyers Title sent an email to Sanchez’s counsel and the deputy district attorney who

prosecuted the Lopez criminal case, explaining the structure of the settlement and the parties' efforts "to vest title back in Mr. Sanchez." The deputy district attorney informed Lawyers Title that recording a quitclaim deed could be a criminal offense unless the deed quitclaimed the property from Enduravest to Sanchez. According to Lawyers Title, Enduravest refused to execute such a deed because its counsel believed the district attorney was going to bring charges against her for her actions relating to Sanchez's property, and she did not want to do anything further with respect to the property.

Counsel for Lawyers Title held the deeds executed as part of the settlement and did not record them because neither the deputy district attorney nor Sanchez's counsel authorized the recording.

Sanchez Files Third Action (Case No. BC488560), Which Is Consolidated With Pending Action (Case No. BC461969)

In July 2012, Sanchez filed a new complaint against Lawyers Title, Fernando, Antalejeff, and Evans (as well as Capital Benefit Mortgage, S.B.S. Trust and Enduravest) in case No. BC488560. The trial court consolidated the new case with the pending action (case No. BC461969). The causes of action in the operative second amended complaint, filed March 8, 2013, that are at issue on appeal are: the first cause of action for slander of title against Fernando; the 13th cause of action for cancellation of cloud on title against Antalejeff and Evans; the 14th cause of action for slander of title against Lawyers Title, Antalejeff and Evans; the 15th cause of action for identity theft (Civ. Code, § 1798.93) against Antalejeff and Evans; the 16th cause of action for identity theft against Lawyers Title; and the 19th cause of action for cancellation of cloud on title against

Lawyers Title. With the exception of the slander of title cause of action against Fernando, all of these causes of actions are based on allegations regarding Antalejeff's and Lawyers Title's execution of quitclaim deeds to the property as part of the settlement agreement described above. The slander of title cause of action against Fernando is based on allegations regarding his actions in obtaining and using the false, pre-signed notary acknowledgements to rerecord the forged deed of trust against Sanchez's property.

Trial Court Cancels Deeds to Clear Title

In June 2013, Lawyers Title, Antalejeff, Capital Benefit Mortgage, S.B.S. Trust, and Enduravest stipulated to clear title to the property by disclaiming any right, title, estate, lien, or interest in the property and agreeing to the cancellation of (1) the Trustee's Deed Upon Sale, recorded on December 23, 2009, after Enduravest's purchase of the property, (2) the Quitclaim Deed from Enduravest to Antalejeff, dated August 25, 2011, (3) the Grant Deed from Enduravest to Antalejeff, dated August 31, 2011, and (4) the Quitclaim Deed from Antalejeff to Lawyers Title, dated September 10, 2011. Sanchez refused to join the stipulation and filed an opposition, arguing in pertinent part: "By their unilateral so-called 'Stipulation,' the Defendants in effect want the Court to grant summary adjudication in Plaintiff's favor on those causes of action and void all their unlawful transfers without subjecting them to damages for their wrongful and unlawful conduct which caused substantial damages and injuries to Plaintiff, as alleged in the SAC [second amended complaint in case No. BC488560]." On July 15, 2013, the trial court signed an order based on the stipulation, declaring

the defendants have no right, title, estate, lien, or interest in the property, and cancelling the above-described deeds.

Sanchez settled with Enduravest, receiving \$68,000. He also received a total of \$30,000 from the insurance carriers for Mayra Pineda, the notary public who notarized the deed of trust recorded in November 2008, and Dorothea Adamson, the notary public who provided the false acknowledgements attached to the deed of trust rerecorded in July 2009. As set forth above, he also received \$33,667.83, after making a claim for the surplus funds from the foreclosure sale.

Sanchez never vacated the property during or after the foreclosure proceedings, and he has clear title to the property.

Motions for Summary Judgment

In February 2014, Lawyers Title filed a motion for summary judgment/summary adjudication, arguing the slander of title cause of action in the first amended complaint in case No. BC461969 fails as a matter of law because it is barred by collateral estoppel, and Sanchez cannot establish the damages element of the cause of action. Lawyers Title also argued the slander of title cause of action in the first amended complaint in case No. BC461969 and the causes of action in the second amended complaint in case No. BC488560 are barred by the affirmative defense of unclean hands, in that Sanchez refused to accept deeds to clear his title and then used the deeds executed to clear his title as the basis for case No. BC488560. Lawyers Title further argued the slander of title cause of action in the second amended complaint in case No. BC488560 fails as a matter of law because the alleged communications are protected by the litigation privilege, and Lawyers Title never accepted the deeds. Finally, Lawyers Title argued the identity theft and cancellation

of cloud on title causes of action in the second amended complaint in case No. BC488560 fail as a matter of law because Lawyers Title never claimed an interest in Sanchez's property.

Antalejeff and Evans also filed a motion for summary judgment/summary adjudication, asserting essentially the same arguments as Lawyers Title regarding the causes of action in the second amended complaint in case No. BC488560.

Fernando also filed a motion for summary judgment, arguing the slander of title cause of action in the second amended complaint in case No. BC488560 fails as a matter of law because (1) it is barred by collateral estoppel, (2) Sanchez cannot establish the damages element of the cause of action, and (3) it is barred by the affirmative defense of unclean hands.⁶

Sanchez opposed each of the motions, raising procedural objections, disputing defendants had met their burden, and arguing there are triable issues of material fact.

The trial court granted all of the summary judgment motions and entered judgments in favor of Lawyers Title, Fernando, and Antalejeff and Evans.

⁶ On appeal, Sanchez argues Fernando did not file a separate statement of undisputed facts in connection with his motion. Sanchez did not object on this basis below, and he referred to the separate statement in his opposition to the summary judgment motion. Sanchez asserts he received only an unsigned copy of the separate statement, and there was no copy filed in the trial court. The record on appeal includes the unsigned copy. Sanchez was not prejudiced by the defect.

DISCUSSION

Standard of Review

A trial court should grant summary judgment “if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” (Code Civ. Proc., § 437c, subd. (c).) A defendant may establish a right to summary judgment by showing that one or more elements of the cause of action cannot be established or that there is a complete defense to the cause of action. (Code Civ. Proc., § 437c, subd. (p)(2).) Once the moving defendant has satisfied this burden, the burden shifts to the plaintiff to show that a triable issue of material fact exists as to each cause of action. (*Ibid.*) A triable issue of material fact exists where “the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof.” (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.)

“We review the trial court’s decision de novo, considering all the evidence set forth in the moving and opposition papers except that to which objections were made and sustained.” (*Johnson v. City of Loma Linda* (2000) 24 Cal.4th 61, 65-66.) We view the evidence and the inferences reasonably drawn from the evidence “in the light most favorable to the opposing party.” (*Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal.4th at p. 843.)

Slander of Title Causes of Action Based on Rerecording of Forged Deed of Trust With False Notary

Acknowledgements

In his cause of action for slander of title against Lawyers Title in the operative first amended complaint in case No. BC461969, and his cause of action for slander of title against

Fernando in the operative second amended complaint in case No. BC488560, Sanchez alleged Lawyers Title and Fernando acted maliciously in obtaining and using the false, pre-signed notary acknowledgements to rerecord the forged deed of trust against Sanchez's property.

"The elements of a cause of action for slander of title are (1) a publication, which is (2) without privilege or justification and thus with express or implied malice, (3) false, either knowingly so or made without regard to its truthfulness and (4) causes pecuniary loss." (*Deutsche Bank National Trust Company v. Pyle* (2017) 13 Cal.App.4th 513, 527, fn. 7.) In their summary judgment motions, Lawyers Title and Fernando argued that, as a matter of law, Sanchez cannot establish the pecuniary loss (damages) element of his slander of title cause of action against Lawyers Title in the first amended complaint in case No. BC461969 and his slander of title cause of action against Fernando in the second amended complaint in case No. BC488560. We agree with their argument.

As a threshold issue, Sanchez asserts the trial court's earlier ruling overruling Lawyers Title's demurrer to the slander of title cause of action is binding on the issue of whether Sanchez can establish the pecuniary loss element of his cause of action. This assertion is incorrect. A defendant may raise again on summary judgment an argument it unsuccessfully asserted on demurrer, and a trial court may reconsider its earlier ruling. (*Summers v. City of Cathedral City* (1990) 225 Cal.App.3d 1047, 1063.)

The original forged deed of trust securing the fraudulent loan was already recorded against Sanchez's property prior to July 2009, when Fernando obtained the false, pre-signed

acknowledgements from notary public Adamson, attached them to the forged deed of trust securing the loan on Sanchez's property, and rerecorded the deed of trust with the legal description attached. The current litigation is not based on the recording of the original forged deed of trust in November 2008. No additional damage to Sanchez's title occurred as a result of the rerecording of the deed of trust with the attachment of the legal description.⁷ Before Sanchez filed the current litigation, the criminal court declared both versions of the deed of trust null and void.

The only pecuniary loss that could have resulted from the rerecording of the deed of trust would have been if the rerecording made foreclosure possible. It did not—a fact Sanchez conceded in his slander of title cause of action against Lawyers Title in the first amended complaint in case No. BC461969, in alleging: “Lawyers Title elected to record an amended deed and Exhibit A in order to have the TSG [Trustee Sale Guarantee] issued; this recording was a separate act undertaken by Lawyers Title in order to receive the TSG *and not necessary to the foreclosure process.*” (Italics Added.) In connection with their summary judgment motions, Lawyers Title and Fernando submitted a declaration from Mitchell Willet, the president of S.B.S. Trust, agreeing with Sanchez that, “At the time of the foreclosure, there was no legal requirement that a Trustee's Sale Guarantee be obtained in order for the foreclosure to proceed.” Although S.B.S. Trust requested the rerecording, Antalejeff (the lender) had the authority to decide whether or not to foreclose.

⁷ The original deed of trust contained the correct address of the property.

Evans, president of Antalejeff, explained in his declaration in support of the summary judgment motions that Antalejeff could have (and would have) foreclosed on the property with the original deed of trust (which contained the correct address of the property but no legal description attachment).⁸

The slander of title cause of action against Lawyers Title in the first amended complaint in case No. BC461969 and the slander of title cause of action against Fernando in the second amended complaint in case No. BC488560 fail as a matter of law because defendants met their burden of showing Sanchez cannot establish an element of the cause of action (pecuniary loss), and Sanchez has not shown a triable issue of material fact exists.

Causes of Action Against Lawyers Title and Antalejeff/Evans in the Second Amended Complaint in Case No. BC488560

All of the causes of action at issue in the second amended complaint against Lawyers Title and Antalejeff/Evans—slander of title, identity theft, and cancellation of cloud on title—are based on the deeds Lawyers Title and Antalejeff executed as part of the settlement of Enduravest’s cross-complaint in the prior action.

⁸ Sanchez claims defendants’ argument that the foreclosure sale could have proceeded without a Trustee’s Sale Guarantee is an unpleaded affirmative defense that defendants cannot raise for the first time on summary judgment. This claim is without merit. Defendants made the argument as part of their showing that Sanchez cannot establish an element of his cause of action (pecuniary loss).

Slander of title (14th cause of action)

As set forth above, an element of a cause of action for slander of title is that the publication is unprivileged. (*Deutsche Bank National Trust Company v. Pyle*, *supra*, 13 Cal.App.5th at p. 513, fn. 7.) The publications at issue in Sanchez’s 14th cause of action for slander of title against Lawyers Title, Antalejeff and Evans fall under the litigation privilege (Civ. Code, § 47, subd. (b).)

“The usual formulation is that the [litigation] privilege applies to any communication (1) made in judicial or quasi-judicial proceedings; (2) by litigants or other participants authorized by law; (3) to achieve the objects of the litigation; and (4) that have some connection or logical relation to the action.” (*Silberg v. Anderson* (1990) 50 Cal.3d 205, 212.) Courts have “extended the privilege to ‘any publication . . . that is required [citation] or permitted [citation] by law in the course of a judicial proceeding to achieve the objects of the litigation, even though the publication is made outside the courtroom and no function of the court or its officers is invoked’ ” (e.g., “ ‘the recordation of a notice of *lis pendens*’ ”). (*Olszewski v. Scripps Health* (2003) 30 Cal.4th 798, 830-831.)

Lawyers Title and Antalejeff executed the deeds at issue as part of a settlement of Enduravest’s cross-action that was placed on the court record in the prior action. The deeds were drafted to achieve the objects of the settlement—to take title from Enduravest and return it to Sanchez. When Sanchez refused to approve the settlement, the deeds were rendered meaningless to Lawyers Title and Antalejeff, and they took no further action—i.e., they did not record the deeds.

Lawyers Title and Antalejeff met their burden of demonstrating Sanchez cannot establish an element of his 14th cause of action for slander of title (an unprivileged publication), and Sanchez has not shown a triable issue of material fact exists.

Cancellation of cloud on title (13th cause of action against Antalejeff/Evans & 19th cause of action against Lawyers Title)

Under Civil Code section 3412, “A written instrument, in respect to which there is a reasonable apprehension that if left outstanding it may cause serious injury to a person against whom it is void or voidable, may, upon his application, be so adjudged, and ordered to be delivered up or canceled.”

Any apprehension that the deeds executed as part of the settlement might cause injury to Sanchez was unreasonable as a matter of law. Defendants placed the settlement on the court record and were in consultation with both Sanchez and the deputy district attorney prosecuting Lopez’s criminal case. The deeds—which were held pending approval by Sanchez and the deputy district attorney, not recorded—did not cloud Sanchez’s title.

In any event, at the time the summary judgment motions were heard, the cause of action was moot because the trial court already had issued an order cancelling the deeds based on defendants’ stipulation.

Identity Theft (15th cause of action against Antalejeff/Evans & 16th cause of action against Lawyers Title)

Under Civil Code section 1798.93, “A person may bring an action against a claimant to establish that the person is a victim of identity theft in connection with the claimant’s claim against

that person.” Again, Sanchez bases these causes of action on the deeds Lawyers Title and Antalejeff executed as part of the settlement. Sanchez’s interpretation of the settlement—that defendants “conspired to dispossess [him] of his Property”—is patently unreasonable on the bases already discussed above. Neither Lawyers Title nor Antalejeff was making a claim to Sanchez’s property. They were attempting to return title to Sanchez.

Sanchez’s Procedural and Evidentiary Objections

Sanchez objects to matters within the trial court’s discretion, but does not explain how the court abused its discretion in overruling his objections.

Sanchez complains that the court continued the trial date so Antalejeff and Evans could correct a numbering issue in the separate statement of undisputed facts in their previously-filed summary judgment papers and re-serve the papers with 75 days’ notice to Sanchez. He has not demonstrated abuse of discretion.

Sanchez asks this court to reverse the judgments because defendants did not comply with California Rule of Court, rule 3.1350(b), which states in pertinent part: “If summary adjudication is sought, whether separately or as an alternative to the motion for summary judgment, the specific cause of action, affirmative defense, claims for damages, or issues of duty must be stated specifically in the notice of motion and be repeated, verbatim, in the separate statement of undisputed material facts.” Defendants separately listed each cause of action in the separate statement. To the extent defendants did not separately list affirmative defenses, the trial court did not abuse its discretion in overruling Sanchez’s objections to the separate

statements. We do not find defendants' separate statements to be defective so as to cause confusion.

Sanchez lists, by number only, nearly 30 objections he made to defendants' evidence and asks this court to "overturn the trial court's ruling." He does not explain why he believes the trial court abused its discretion. Nor does he include any analysis. His request is improper and we decline to address herein the rulings on the evidentiary objections in the absence of adequate briefing by Sanchez. We note, however, that we have reviewed all of the evidence and find no reversible error.

Sanchez also asks this court to review defendants' separate statements of undisputed facts—paying particular attention to 14 facts that he specifies—"and make a ruling thereon, determining that they are irrelevant to the defenses." This court is not tasked with ruling on evidentiary objections in the first instance. We review the trial court's rulings on evidentiary objections (when the appellant provides analysis regarding why he believes the trial court abused its discretion).

Sanchez argues the trial court's orders granting the summary judgment motions fail to comply with Code of Civil Procedure section 437c, subdivision (g), because they do not "specifically refer[] to any undisputed facts and evidence proffered in support of Defendants' motion[s]." The written orders granting summary judgment in favor of Lawyers Title and Antalejeff/Evans set forth pages of facts on which the court's rulings are based and cite the corresponding numbers of defendants' undisputed facts (which in turn cite to the supporting evidence). Sanchez's objection is without merit. As to the written order on Fernando's summary judgment motion, although it does not specifically refer to the facts and evidence, it sets forth the

grounds on which the court granted the motion. Reversal is not required, as there was no prejudice to Sanchez.

Sanchez further argues the order granting Antalejeff and Evans's motion for summary judgment did not reflect the ruling made at the hearing because the order corrected a typographical error in the reporter's transcript ("There are *now* disputed issues of material fact") to accurately reflect the ruling the trial court made ("There are *no* disputed issues of material fact"). (Italics added.) He also complains that Antalejeff failed to prepare the proposed order in 10 days, as the trial court requested. Neither of these are grounds for us to reverse the judgment.

For all the foregoing reasons, we conclude the trial court properly granted Lawyers Title's, Antalejeff/Evans's, and Fernando's motions for summary judgment.

DIPSOSITION

The judgments are affirmed. Respondents are entitled to recover their costs on appeal.

NOT TO BE PUBLISHED.

CHANNEY, J.

We concur:

ROTHSCHILD, P. J.

JOHNSON, J.