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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

TYRRELL BLUE, et al.,

Plaintiffs and Appellants,

v.

SM PROPERTIES

DEVELOPMENT, et al.,

Defendants and Respondents.

B271707

(Los Angeles County
Super. Ct. No. BC598998)

APPEAL from an order of the Superior Court of Los Angeles County, Barbara Meiers, Judge. Reversed in part.

Nissan Thomas for Plaintiffs and Appellants.

Cohen Law Group and Marc Cohen for Defendants and Respondents.

Plaintiffs filed claims alleging that defendants Said Mehrinfar and SM Properties Development violated the Los Angeles Municipal Code Rent Stabilization Ordinance by evicting them without paying a relocation assistance fee. Mehrinfar filed a demurrer arguing he was not a proper defendant because he did not own the property. SM Properties filed a separate motion to strike the complaint pursuant to Code of Civil Procedure section 425.16 arguing that plaintiffs' claims arose from the filing and prosecution of unlawful detainer actions that had resulted in their evictions. The trial court sustained Mehrinfar's demurrer without leave to amend, granted SM Properties' motion to strike and entered a judgment in defendants' favor.

We reverse the judgment with respect to SM Properties, concluding that plaintiffs' claims do not arise from protected activity within the meaning of Code of Civil Procedure section 425.16. We affirm the judgment with respect to defendant Mehrinfar because the plaintiffs have failed to provide any argument challenging the trial court's demurrer ruling.

FACTUAL BACKGROUND

A. Summary of the Complaint

Plaintiffs Tyrrell Blue and Tashera Haven resided in tenancies located within a single-family residence on Crenshaw Boulevard (the Crenshaw property). Both plaintiffs were evicted from the Crenshaw property in 2015, and subsequently filed a complaint against their landlord, SM Properties, and Said Mehrinfar, who owned SM Properties. The complaint alleged each plaintiff had entered into a lease agreement with the prior owners of the Crenshaw property, Soo Bae Kim and Jae Yoon Park. Blue signed his lease in 2010; Haven signed her lease in 2012.

The complaint further alleged that in November 2012, the Los Angeles Housing Department sent a letter notifying Jae Yoon Park that the rental units located within the Crenshaw property had not been registered with the City, as required under the Los Angeles Municipal Code Rent Stabilization Ordinance (See LAMC, § 151 et seq.) (RSO). The letter further directed that the Los Angeles Department of Building and Safety (LADBS) had previously issued an order to comply mandating that the owners demolish a wide array of illegal construction on the premises, including “the addition of illegal boarding rooms and . . . unlawful additions and a second floor.” The letter informed Park that the RSO allowed landlords to “bring an action to recover possession of a rental unit in order to comply with a governmental agency order,” but further advised that tenants who are evicted for compliance reasons may be entitled to a “relocation assistance” payment.

LADBS issued a second letter to Park in August 2014 ordering him to remedy numerous housing code violations on the Crenshaw property, which included several unpermitted additions and subdivisions, and various unsafe and unsanitary conditions. As with the prior letter, LADBS informed Park that “relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency.”

The complaint further alleged that in December 2014, Mehrinfar and SM Properties acquired the Crenshaw property at a foreclosure sale, and immediately posted notices to quit the premises. After the expiration of the notice period, defendants filed unlawful detainer complaints seeking to eject the prior owners and their tenants from the property. Although the complaints referenced the units where the plaintiffs resided, the

plaintiffs were not specifically named as defendants. The prior owners did not respond to the unlawful detainer complaints, and defendants obtained default judgments.

In June 2015, LADBS issued defendant SM Properties an order and notice of substandard conditions directing that it remedy the same housing violations at the Crenshaw property that had been identified in the prior letters to Park. The letter ordered, among other things, that SM Properties demolish “the unapproved use of the 1st floor rear addition as 5 units.” As with the letters to Park, LADBS informed SM Properties that “relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency.” Plaintiffs alleged that, despite having received such notice from the City, the defendants chose to “intentionally circumvent” their duty to pay “relocation assistance.

The complaint included five causes of action. The first cause of action, captioned “Breach of Contract,” alleged plaintiffs had entered into lease agreements with the prior owners of the Crenshaw property, and that defendants “assumed [those] legal obligations . . . by virtue of acquiring the property.” Plaintiffs further alleged defendants had “breached their agreement by commencing an unlawful detainer action against the prior owners, circumventing [the RSO] to . . . evict plaintiffs without paying relocation assistance pursuant to a government order to demolish the unapproved additions. . . .”

The second cause of action, captioned “Breach of the Implied Warranty of Habitability,” alleged that defendants had breached their duty to “maintain the premises in a habitable condition.” According to the complaint, the defendants had failed to remedy “numerous defective and dangerous conditions” on the

property, including “leaking . . . sewage”; “defective and dangerous electrical wiring” and “falling ceiling[s] and leaking roof[s].” Plaintiffs alleged that “as a direct and proximate result of the defendants’ failure to correct the[se] defective conditions,” they had suffered “property damage and economic loss including but not limited to water damage to furniture. . . .”

The third cause of action, captioned “Retaliatory Eviction,” alleged defendants were aware of their “obligation to demolish the unapproved dwellings on the property prior to their purchase,” and had “commenc[ed] the unlawful detainer action as a direct way to circumvent their obligation to provide relocation assistance to each and every tenant.”

The fourth cause of action, captioned “Intentional Infliction of Emotional Distress,” alleged plaintiffs had “suffer[ed] from extreme emotional distress as a result of defendants’ intentional, willful and malicious acts to seek to evict [them] from the property without due process of law nor paying relocation assistance, causing plaintiffs to seek alternative housing in Los Angeles County, one of the most expensive rental markets in the United States.”

The fifth and final cause of action, captioned “Negligent Infliction of Emotional Distress,” alleged plaintiffs had suffered emotional distress as a result of defendants’ failure to “maintain the premises in a safe and habitable condition,” and their “violat[ion of] their statutory duty under the [RSO] to provide relocation assistance.”

The plaintiffs attached numerous exhibits to their complaint, including copies of the lease agreements they had entered into with the prior owners of the Crenshaw property, the letters and orders of compliance the City had issued to Park and

SM Properties and several notices, pleadings and orders related to their eviction proceedings.

B. Procedural History

In February 2016, defendant Said Mehrinfar filed a demurrer arguing that the claims against him should be dismissed because he did not own, nor had he ever owned, the Crenshaw property. He further asserted that plaintiffs' claims were "uncertain" (see Code of Civil Proc., § 430.10, subd. (f) [defendant may demur on ground that pleading is "uncertain," "ambiguous" or "unintelligible"]¹), and based on conduct that was immune from suit under "the litigation privilege." Finally, Mehrinfar argued the court should sustain the demurrer because there was another action pending between the same parties on the same cause of action. (See § 430.10, subd. (c).)

Defendant SM Properties filed a separate motion to strike the complaint pursuant to Code of Civil Procedure section 425.16. SM Properties argued that the "gravamen of Plaintiffs' claims [wa]s that . . . they were injured as a result of Defendant prosecuting unlawful detainers," which constitutes a protected activity within the meaning of section 425.16, subdivision (e). It further contended that plaintiffs had no probability of prevailing on their claims because "prosecuting unlawful detainer actions . . . is protected activity under the litigation privilege of Civil Code section 47."

In opposition to the motion to strike, plaintiffs argued (among other things) that their claims were not based on defendants' unlawful detainer actions, but rather on the

¹ Unless otherwise noted, all further statutory citations are to the Code of Civil Procedure.

defendants’ “failure . . . to pay relocation assistance” as required under the RSO, and their failure to “repair the property to a livable condition.” Plaintiffs further asserted that even if their claims were subject to section 425.16, they had provided sufficient evidence to establish a probability of prevailing on the merits. Specifically, plaintiffs argued the exhibits to the complaint showed SM Properties was aware that the individual tenancies on the property had to be demolished, and that the evicted tenants were entitled to relocation assistance payments. Each plaintiff also submitted a declaration asserting that the City’s letters and orders showed defendants were “aware of their obligation under the Los Angeles Municipal Code to improve the dilapidated conditions that continue to exist at the property along with providing relocation expenses,” but had elected to “embark[] on a mission to . . . deprive [plaintiffs of their] relocation expenses.”

Following a hearing, the court issued a minute order sustaining Mehrinfar’s demurrer without leave to amend, and granting SM Properties’ motion to strike.² The order states, in relevant part: “The court find[s] plaintiffs were evicted by the defendants through unlawful detainer judicial proceedings and that is what the case is all about – an attac[k] on those proceedings and on defendant for bringing them. That is a privileged area and one which is immune from suit unless a plaintiff has prevailed in a prior court action and has grounds for a malicious prosecution action. That is not the case here. Plaintiffs . . . admitted in oral argument . . . that they ‘lost’ in those proceedings and did not appeal from the sheriff’s and court’s action in evicting them. As to plaintiffs’ other ‘habitability

2 The record does not contain a transcript of the hearing.

claims,’ they were all matters to be raised in the defense of the eviction case (the UD action) and by failing to raise or contest such matters and thereby acceding to the UD court decision as to what was allegedly owed and all other grounds of the decision, collateral estoppel stands as a bar in this case. The entire lawsuit is accordingly dismissed, with prejudice.”

On April 13, 2016, the court entered a judgment dismissing plaintiffs’ claims, and awarding SM Properties attorney’s fees. (See § 425.16, subd. (c) [“prevailing defendant on a special motion to strike [brought under this section] shall be entitled to recover his or her attorney’s fees”].)

DISCUSSION

Plaintiffs’ appeal challenges the trial court’s order granting defendant SM Properties’ motion to strike the complaint pursuant to section 425.16, as well as the court’s order sustaining defendant Mehrinfar’s demurrer. We address each order separately.

A. SM Properties Failed to Establish Plaintiffs’ Claims Arise from a Protected Activity

1. Summary of Code of Civil Procedure section 425.16

Code of Civil Procedure section 425.16, “commonly referred to as the anti-SLAPP statute” (*Club Members For An Honest Election v. Sierra Club* (2008) 45 Cal.4th 309, 312), is intended “to provide for the early dismissal of unmeritorious claims filed to interfere with the valid exercise of the constitutional rights of freedom of speech and petition for the redress of grievances.” (*Id.* at p. 315.) “The section authorizes the filing of a special motion that requires a court to strike claims brought ‘against a person arising from any act of that person in furtherance of the

person's right of petition or free speech under the United States Constitution or the California Constitution in connection with a public issue . . . unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim.' (§ 425.16, subd. (b)(1).)" (*Hunter v. CBS Broadcasting Inc.* (2013) 221 Cal.App.4th 1510, 1518 (*Hunter*).)

Section 425.16 "requires that a court engage in a two-step process when determining whether a defendant's anti-SLAPP motion should be granted." (*Episcopal Church Cases* (2009) 45 Cal.4th 467, 477.) ""First the court decides whether the defendant has made a threshold showing that the challenged cause of action is one arising from protected activity. [Citation.] 'A defendant meets this burden by demonstrating that the act underlying the plaintiff's cause [of action] fits one of the categories spelled out in section 425.16, subdivision (e)' [citation]." [Citation.] . . . ' [Citation.]" (*Hunter, supra*, 221 Cal.App.4th at p. 1519.)

"In assessing whether a cause of action arises from protected activity, "we disregard the labeling of the claim [citation] and instead 'examine the principal thrust or gravamen of a plaintiff's cause of action . . . ' We assess the principal thrust by identifying '[t]he allegedly wrongful and injury-producing conduct . . . that provides the foundation for the claim.' [Citation.] If the core injury-producing conduct upon which the plaintiff's claim is premised does not rest on protected speech or petitioning activity, collateral or incidental allusions to protected activity will not trigger application of the anti-SLAPP statute. [Citation.]" [Citation.]" [Citation.] '[T]he critical point is whether the plaintiff's cause of action itself was based on an act in furtherance of the defendant's right of petition or free speech.'

[Citation.]” (*Hunter, supra*, 221 Cal.App.4th at p. 1520.) “In deciding whether the ‘arising from’ requirement is satisfied, ‘the court . . . consider[s] the pleadings, and supporting and opposing affidavits stating the facts upon which the liability or defense is based.’ (§ 425.16, subd. (b)(2).)” (*Ulkarim v. Westfield LLC* (2014) 227 Cal.App.4th 1266, 1274.)

If the defendant succeeds in the first step, the court then proceeds to the second step of the anti-SLAPP analysis, which requires it to “decide[] whether the plaintiff has demonstrated a reasonable probability of prevailing at trial on the merits of its challenged causes of action. [Citations.]” (*Hunter, supra*, 221 Cal.App.4th at p. 1519.) “A plaintiff establishes a probability of prevailing on the claim by showing that the complaint is legally sufficient and supported by a prima facie showing of facts that, if proved at trial, would support a judgment in the plaintiff's favor.” (*Fremont Reorganizing Corp. v. Faigin* (2011) 198 Cal.App.4th 1153, 1166.) If, however, “the defendant does not meet its burden on the first step, the court should deny the motion and need not address the second step. [Citation.] [Citation.]” (*Hunter, supra*, 221 Cal.App.4th at p. 1519.)

“An appellate court reviews an order granting an anti-SLAPP motion under a de novo standard. [Citation.] In other words, we employ the same two-pronged procedure as the trial court in determining whether the anti-SLAPP motion was properly granted.” (*Mendoza v ADP Screening & Selection Services* (2010) 182 Cal.App.4th 1644, 1651-1652.)

2. Plaintiffs’ first, third, fourth and fifth causes of action do not arise from the unlawful detainer actions

Plaintiffs’ first, third, fourth and fifth causes of action each reference SM Properties’ “commence[ment]” of the unlawful

detainer proceedings that resulted in their eviction from the Crenshaw property. Plaintiffs do not dispute that the filing and prosecution of an unlawful detainer action qualifies as a protected activity within the meaning of section 425.16. (See *Clark v. Mazgani* (2009) 170 Cal.App.4th 1281, 1286 (*Clark*) [“There is no question that the prosecution of an unlawful detainer action is indisputably protected activity within the meaning of section 425.16”].) They argue, however, that their claims are not based on those acts, but rather are based on SM Properties’ subsequent failure to pay them a relocation assistance fee, which is not a protected activity. We agree.

Several prior decisions addressing anti-SLAPP motions in the context of eviction proceedings are instructive. In *Department of Fair Employment & Housing v. 1105 Alta Loma Road Apartments, LLC* (2007) 154 Cal.App.4th 1273 (*Alta Loma*), this court held that an action challenging a landlord’s eviction of a disabled tenant was not subject to the anti-SLAPP statute. The complaint in *Alta Loma* alleged the landlord of an apartment building had posted a 120-day-notice to vacate informing residents that the property was to be permanently removed from the rental market. In response to the notice, a tenant informed the landlord she had a disability that entitled her to a one-year extension of the notice period, and provided a physician’s letter documenting her disability. The landlord rejected the claim of disability, and filed an unlawful detainer action that resulted in the tenant’s eviction. The Department of Fair Employment and Housing (DFEH) filed a complaint alleging the landlord had discriminated against the tenant based on her disability by refusing to extend the notice period. The landlord filed an anti-SLAPP motion asserting that the complaint arose from the

unlawful detainer action, and communications made in connection with that proceeding.

In our analysis, we assumed the landlord's act of serving the notice of its intent to remove the building from the rental market, and its subsequent filing and prosecution of the unlawful detainer action qualified as protected activity. (*Alta Loma, supra*, 154 Cal.App.4th at p. 1283.) We concluded, however, that while DFEH's claim may have been "triggered" by those acts, the claim did not arise from them. (*Id.* at pp. 1283-1284.) Instead, "the pleadings and the affidavits submitted by the parties establish[ed] the gravamen of DFEH's action . . . was one for disability discrimination" predicated on the landlord's refusal to accommodate the tenant's disability by extending the notice period. (*Id.* at pp. 1284-1285.)

In *Marlin v. Aimco Venezia, LLC* (2007) 154 Cal.App.4th 154 (*Marlin*), this court addressed section 425.16's applicability to a declaratory relief claim tenants brought after their landlord issued a notice that it intended to permanently remove an apartment building from the rental market pursuant to the Ellis Act (Gov. Code, § 7060 et seq.) The tenants' claim challenged the landlord's right to invoke the Ellis Act, which allows the removal of rental units from the market under certain circumstances even if doing so would otherwise violate local rent control ordinances. The landlord filed an anti-SLAPP motion arguing that the action was based on the filing and service of the Ellis Act notices.

As in *Alta Loma*, we held that even if the landlord's filing and service of an Ellis Act notice constituted protected activity, the tenants' claims were not based on those actions: "Defendants have fallen victim to the logical fallacy *post hoc ergo propter hoc* – because the notices preceded plaintiffs' complaint the notices

must have caused plaintiffs' complaint. The filing and service of the notices may have triggered plaintiffs' complaint and the notices may be evidence in support of plaintiffs' complaint, but they were not the cause of plaintiffs' complaint. Clearly, the cause of plaintiffs' complaint was defendants' allegedly wrongful reliance on the Ellis Act as their authority for terminating plaintiffs' tenancy. Terminating a tenancy or removing a property from the rental market are not activities taken in furtherance of the constitutional rights of petition or free speech." (*Marlin, supra*, 154 Cal.App.4th at pp. 160-161.)

In *Clark, supra*, 170 Cal.App.4th 1281, Division One of this District relied on *Alta Loma* and *Marlin* in rejecting another anti-SLAPP motion involving eviction proceedings. The plaintiff in *Clark* received an eviction notice stating that the landlord intended to remove the apartment from the rental market so that her daughter could live there. After serving the notice, the landlord initiated an unlawful detainer action that resulted in the plaintiff's eviction. Months later, the plaintiff filed a complaint alleging the landlord had violated the local rent stabilization ordinance because the landlord's daughter never moved into the apartment. According to the complaint, the landlord had in fact renovated the apartment with the intent to lease it to a new tenant for a higher monthly rent. Plaintiff sought an order reinstating her tenancy, and directing the landlord to pay her a \$3,000 relocation fee that was required under a local ordinance. The landlord filed an anti-SLAPP motion arguing that the plaintiff's claims arose from the filing and serving of the eviction notice, and the subsequent unlawful detainer action.

In its analysis, the court distinguished our holdings in *Alta Loma* and *Marlin* from another line of cases that found the anti-SLAPP statute applicable to claims seeking to impose liability based directly on the service of a notice to quit, or the filing of an unlawful detainer action. (See *Clark, supra*, 170 Cal.App.4th at pp. 1287-1289 [citing and discussing *Birkner v. Lam* (2007) 156 Cal.App.4th 275; *Feldman v. 1100 Park Lane Associates* (2008) 160 Cal.App.4th 1467].) The court explained that “[t]he pivotal distinction [in such cases] . . . is whether an actual or contemplated unlawful detainer action by a landlord (unquestionably a protected petitioning activity) merely ‘preceded’ or ‘triggered’ the tenant’s lawsuit, or whether it was instead the ‘basis’ or ‘cause’ of that suit.” (*Clark, supra*, 170 Cal.App.4th at p. 1289.)

Applying that distinction, the court concluded plaintiff’s claims were not based on the notice of eviction or the subsequent prosecution of the unlawful detainer action. Rather, according to the court, the gravamen of plaintiff’s claims was that the landlord had violated the local rent stabilization ordinance by failing to place a family member in the plaintiff’s former unit, and by failing to pay the plaintiff a relocation assistance payment. The court explained that such claims “could only be raised and determined . . . after . . . the eviction” occurred (*Clark, supra*, 170 Cal.App.4th at p. 1289), and that the “eviction notices and unlawful detainer action [were] merely cited as evidence and background to illustrate [the landlord’s] subsequent violation of the RSO.” (*Ibid.*)

This case falls squarely within the holdings of *Alta Loma*, *Marlin* and *Clark*.³ The allegations in plaintiffs’ complaint and their affidavits make clear that while the first, third, fourth and fifth causes of action were triggered by SM Properties’ notices of eviction and subsequent prosecution of the unlawful detainer actions, the claims are not based on that conduct. Instead, “the core injury-producing conduct upon which the plaintiff[s] claim[s are] premised” (*Sprengel v. Zbylut* (2015) 241 Cal.App.4th 140, 156 (*Sprengel*)) consists of SM Properties’ subsequent failure to pay plaintiffs a relocation assistance fee mandated under the RSO. As in *Clark*, the plaintiffs’ references to the notices of eviction and unlawful detainer actions merely serve as evidence and background information illustrating that the defendant violated the RSO by refusing to pay the relocation assistance fee.⁴

³ Although plaintiffs cited and discussed each of these cases in their opposition to the motion to strike and in their opening appellate brief, SM Properties has never attempted to distinguish them. Indeed, SM Properties’ briefings in the trial court and this court do not contain a single reference to any of these decisions.

⁴ In their briefing, plaintiffs alternatively argue that their first, third, fourth and fifth claims are predicated on defendants’ violation of the “Los Angeles Foreclosure Eviction Ordinance (Ordinance 180441),” which places limitations on “foreclosure evictions in the City of Los Angeles.” Their complaint, however, does not contain any reference to the foreclosure ordinance, nor does it allege that the foreclosure sale barred the plaintiffs’ eviction. In any event, because we conclude plaintiffs’ claims are based on defendants’ alleged violation of the relocation assistance payment requirement, which is not a protected activity, we need not address this alternative argument.

3. *Plaintiffs' second cause of action for breach of the implied warranty of habitability does not arise from a protected activity*

Unlike the plaintiffs' other claims, their second cause of action does not reference SM Properties' unlawful detainer actions, or its failure to pay the relocation assistance fee. Instead, the second cause of action alleges defendants breached their duty to maintain the premises in a habitable condition by allowing "numerous defective and dangerous conditions" to persist on the property. The claim further alleges that these defective conditions caused damage to plaintiffs' personal property, including their furniture.

A landlord's failure to provide premises in habitable condition is not a protected activity within the meaning of section 425.16. (See generally *Moriarty v. Laramar Management Corp.* (2014) 224 Cal.App.4th 125 [section 425.16 inapplicable to claims alleging breach of implied warranty].) Although SM Properties does not directly dispute that conclusion, it argues that the trial court correctly found plaintiffs should have been brought this claim as an affirmative defense in the prior unlawful detainer actions, and that the claim is now precluded as a matter of law.

It is well-established, however, that "[t]he sole inquiry' under the first prong of the test is whether the plaintiff's claims arise from protected speech or petitioning activity. [Citation.] In making this determination, '[w]e do not consider the veracity of [the plaintiff's] allegations' [citation] nor do we consider '[m]erits based arguments.' [Citation.]" (*Sprengel, supra*, 241 Cal.App.4th at p. 156; see also *Coretronic Corp. v. Cozen O'Connor* (2011) 192 Cal.App.4th 1381, 1388 ["[a]rguments about the merits of the claims are irrelevant to the first step of the anti-SLAPP analysis"]; *Freeman v. Schack* (2007) 154 Cal.App.4th 719, 733

["[m]erits based arguments have no place in our threshold analysis of whether plaintiffs' causes of action arise from protected activity"].) SM Properties may be correct that plaintiffs' claim for breach of the implied warranty of habitability may ultimately fail as a matter of law.⁵ That does not mean, however, that the claim arises from a protected activity.

B. Plaintiffs Have Failed to Demonstrate the Trial Court Erred in Sustaining the Demurrer of Defendant Mehrinfar

Plaintiffs' notice of appeal indicates that they intended to challenge not only the trial court's grant of SM Properties' motion to strike, but also the court's decision to sustain the demurrer of defendant Said Mehrinfar. In the conclusion of their opening appellate brief, plaintiffs request that we reverse the grant of the special motion to strike "along with [the] demurrer." In their briefing, however, plaintiffs have failed to present any argument or analysis regarding the demurrer; the brief only addresses the motion to strike.

"If an appeal is pursued, the party asserting trial court error may not then rest on the bare assertion of error but must present argument and legal authority on each point raised. [Citation.] This . . . rule is founded on the principle that an appealed judgment is presumed correct, and appellant bears the burden of overcoming the presumption of correctness." (*Boyle v. CertainTeed Corp.* (2006) 137 Cal.App.4th 645, 649-650.) "It is not our place to construct theories or arguments to undermine the judgment and defeat the presumption of correctness. When

⁵ SM Properties did not join defendant Mehrinfar's demurrer, and has never challenged the complaint other than through its special motion to strike under section 425.16.

an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived.” (*Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 852.) Because plaintiffs have failed to present any argument explaining how or why the court erred in sustaining Mehrinfar’s demurrer, we are compelled to sustain that ruling.

DISPOSITION

The portion of the judgment granting SM Properties’ motion to strike the complaint and awarding SM Properties attorney’s fees is reversed; the portion of the judgment sustaining Mehrinfar’s demurrer with prejudice is affirmed. Plaintiffs shall recover their costs on appeal.

ZELON, J.

We concur:

PERLUSS, P. J.

FEUER, J.