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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

BENJAMIN FARCAS, Plaintiff and Appellant, v. OCWEN LOAN SERVICING, LLC et al., Defendants and Respondents.	B295895 (Los Angeles County Super. Ct. No. KC070531)

APPEAL from a judgment of the Superior Court of Los Angeles County. Dan T. Oki, Judge. Affirmed.

Benjamin Farcas, in pro. per., for Plaintiff and Appellant.

Severson & Werson, Jan T. Chilton and Kerry W. Franich for Defendants and Respondents.

Appellant Benjamin Farcas obtained a loan secured by a deed of trust encumbering his property. Farcas fell behind on his loan payments, and foreclosure proceedings were initiated. Farcas then filed a complaint against several entities involved in the foreclosure, asserting, among other things, the deed of trust is void because it misidentifies the lender. The trial court granted the defendants' demurrers without leave to amend and dismissed the complaint. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

In 2007, Farcas obtained a loan secured by a deed of trust (Deed of Trust) encumbering his property located in Walnut. The Deed of Trust lists American Brokers Conduit (ABC) as the lender and states "Lender is a Corporation organized and existing under the laws of the State of New York." Mortgage Electronic Registration Systems, Inc. (MERS) is listed as the beneficiary, solely as nominee for the lender and the lender's successors and assigns. Ocwen Loan Servicing, LLC (Ocwen) serviced the loan.

At some point, Farcas fell behind on his loan payments. In December 2017, MERS assigned the Deed of Trust to Deutsche Bank National Trust Company (Deutsche Bank). Deutsche Bank, through Ocwen, then executed a substitution of trustee (Substitution of Trustee) naming Western Progressive, LLC (Western Progressive) as trustee. Western Progressive initiated foreclosure proceedings on the property.

Before the property was sold at a trustee's sale, Farcas filed a complaint against Ocwen and Deutsche Bank. He alleged that ABC—which is identified in the Deed of Trust as a New York corporation—was actually the fictitious business name of a Delaware corporation called American Home Mortgage Holdings, Inc. According to Farcas, ABC went out of business in 2010.

Therefore, he asserted, the lender identified in the Deed of Trust is a "non-existent entity," rendering the Deed of Trust and any subsequent assignments void. Farcas further alleged the assignments and Substitution of Trustee violated Civil Code section 1095.

Based on these allegations, Farcas asserted three causes of action: (1) equitable cancellation of the assignment, substitution of trustee, and notice of default; (2) slander of title; and (3) detrimental reliance. He also sought a declaration regarding the rights, obligations, and interests of the parties with respect to the property.

Ocwen and Deutsche Bank demurred to the complaint on the basis that it did not state facts sufficient to constitute a cause of action. Among other things, they argued Farcas's claims fail because they are barred by the statute of limitations, MERS was authorized to transfer the Deed of Trust, the recordation of title documents was absolutely privileged, and Farcas failed to allege any elements of a detrimental reliance cause of action.

The court sustained the demurrers without leave to amend. As to the equitable cancellation claim, the court explained that Farcas "failed to identify how American Brokers Conduit's incorporation status or subsequent alleged defunct status would render the deed of trust void or invalid or otherwise have caused him injury." The court further explained the slander of title claim was improperly premised on privileged activity, Farcas failed to allege any promise upon which he relied in support of his detrimental reliance claim, and the request for declaratory relief was derivative of the other defective claims.

The court entered judgment of dismissal, and Farcas timely appealed.

DISCUSSION

I. The Trial Court Did Not Err in Sustaining the Demurrers Without Leave to Amend

Farcas contends the trial court erred in sustaining the demurrers because his complaint alleged sufficient facts showing the Deed of Trust and subsequent transactions were void and the Substitution of Trustee violated Civil Code section 1095. Farcas additionally contends the court erroneously refused to grant leave to amend. We disagree.

On appeal of an order sustaining a demurrer, the reviewing court independently determines whether the facts alleged in the complaint—which are assumed true—are sufficient to state a cause of action under any legal theory. (*McCall v. PacifiCare of Cal., Inc.* (2001) 25 Cal.4th 412, 415.) Although the review is de novo, " 'it is appellant's burden to affirmatively show error. [Citation.] To demonstrate error, appellant must present meaningful legal analysis supported by citations to authority and citations to facts in the record that support the claim of error. [Citations.]' [Citation.] 'Mere suggestions of error without supporting argument or authority other than general abstract principles do not properly present grounds for appellate review.' [Citation.] 'Hence, conclusory claims of error will fail.' " (*Multani v. Witkin & Neal* (2013) 215 Cal.App.4th 1428, 1457.)

Farcas first contends his complaint alleged sufficient facts showing ABC was a non-existent entity, thereby rendering void the Deed of Trust and all subsequent transactions. Farcas does not dispute, however, that he obtained a loan from ABC, which is listed as the "proper entity on the Note." He also does not dispute that ABC is identified on the Deed of Trust as the lender of that loan. Nonetheless, he insists the Deed of Trust is void and

does not secure the loan because it erroneously refers to ABC as a New York corporation, rather than a fictitious business name of a Delaware corporation.[1]

Although Farcas does not put it in these terms, his argument is essentially that the Deed of Trust is void because it misidentifies ABC's corporate status. He fails, however, to provide any relevant legal authority to support such a proposition. Nor, for that matter, does he provide any authority showing a deed of trust is void if it names as the lender a "non-existent entity." Farcas, therefore, has not met his burden of showing error. (See *Multani v. Witkin & Neal, supra*, 215 Cal.App.4th at p. 1457.)

Similarly lacking in merit is Farcas's contention that the Substitution of Trustee violated Civil Code section 1095. The statute provides that "[w]hen an attorney in fact executes an instrument transferring an estate in real property, he must subscribe the name of his principal to it, and his own name as attorney in fact." Section 1095 has no application here. A trustee under a deed of trust acts only "as an agent for the borrower-

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[1] Although not necessary to decide this appeal, we note that Farcas's assertion that ABC is the fictitious business name of a Delaware corporation appears to be wrong. Farcas bases this assertion on the caption of a bankruptcy case, which he reproduced in his complaint. According to Farcas, the caption shows ABC is the fictitious business name of American Home Mortgage Holdings, Inc., which is listed as a Delaware corporation. The caption, however, states no such thing. Rather, it states ABC is the fictitious business name of a different entity, American Home Mortgage Corp. The California Secretary of State online database of corporations indicates that, as of 2007, American Home Mortgage Corp. was a corporation organized and existing under the laws of New York.

trustor and lender-beneficiary." (*Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 927.) It " 'carries none of the incidents of ownership of the property, other than the right to convey upon default on the part of the debtor in the payment of his debt.' [Citation.]" (*Shuster v. BAC Home Loans Servicing, LP* (2012) 211 Cal.App.4th 505, 511.) A substitution of trustee of a deed of trust, therefore, does not "transfer[] an estate in real property." (Civ. Code, § 1095.) Accordingly, the requirements of Civil Code section 1095 simply do not apply.

Finally, we reject Farcas's cursory claim that the trial court erred in failing to grant leave to amend. "When the court sustains a demurrer without leave to amend, ' "we decide whether there is a reasonable possibility that the defect can be cured by amendment: if it can be, the trial court has abused its discretion and we reverse; if not, there has been no abuse of discretion and we affirm. [Citations.] The burden of proving such reasonable possibility is squarely on the plaintiff." [Citations.]' [Citation.]" (*Rufini v. CitiMortgage, Inc.* (2014) 227 Cal.App.4th 299, 304.)

Here, Farcas contends only that he can plead additional facts rebutting the defendants' statute of limitations defense. The trial court, however, did not sustain the demurrers on statute of limitations grounds. Therefore, the fact that Farcas can plead additional facts related to the statute of limitations is irrelevant. Farcas has not met his burden of demonstrating the trial court abused its discretion in denying leave to amend.[2]

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[2] To the extent Farcas raises other issues on appeal, we deem them forfeited by his failure to support them with cogent analysis and citation to relevant legal authority. (See *Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784–785 ["When an

II. Farcas's Request for a Writ or Stay is Moot

Farcas requests that we issue a "writ or stay of eviction" pending the outcome of this appeal. To the extent the request could be construed as a petition for writ of supersedeas, we dismiss it as moot. (*Fleming v. Bennett* (1941) 18 Cal.2d 888, 889; *Lay v. Pacific Perforating Co.* (1944) 63 Cal.App.2d 452, 453.)

DISPOSITION

The judgment is affirmed. Farcas's petition for writ of supersedeas is dismissed. Respondents are awarded costs on appeal.

BIGELOW, P. J.

We concur:

STRATTON, J.

WILEY, J.

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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."]; *Loranger v. Jones* (2010) 184 Cal.App.4th 847, 858, fn. 9; *People v. DeSantis* (1992) 2 Cal.4th 1198, 1240, fn. 18.)