

**NOT TO BE PUBLISHED IN OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

COURT OF APPEAL, FOURTH APPELLATE DISTRICT

DIVISION ONE

STATE OF CALIFORNIA

HATTIE LOUISE WYATT,

Defendant, Cross-complainant and  
Respondent,

v.

LARRY WYATT,

Cross-defendant and Appellant.

D058493

(Super. Ct. No. ECU05145)

APPEAL from a judgment of the Superior Court of Imperial County, Joseph W. Zimmerman, Judge. Affirmed.

In this dispute, the trial court found in favor of a mother, defendant Hattie Wyatt (Hattie), against her son, plaintiff Larry Wyatt (Larry), in a dispute over Hattie's home. The judgment quieted Hattie's title to the home against the adverse claims of Larry and a bank, and also awarded Hattie attorney fees against Larry. Larry contends (1) it was error to quiet Hattie's title against the bank's purported security interest in the home, and (2) it was error to award Hattie her attorney fees.

## FACTUAL BACKGROUND

### A. Previous Litigation and Settlement

In December 2000, Hattie and her husband sued Larry,<sup>1</sup> and ultimately entered into a settlement agreement. Under the settlement agreement, Larry signed a grant deed conveying a life estate in the home to Hattie and her husband, and also agreed to pay them \$500 per month for the remainder of their combined lives. Larry secured his monthly obligation to them by signing a deed of trust encumbering Larry's remainder interest, and also executed a quitclaim deed conveying his remainder interest to them. The quitclaim deed, which was deposited in trust with an attorney (the attorney), was designed to allow Hattie or her husband to foreclose on Larry's remainder interest under the deed of trust if he defaulted on his obligations.

### B. Current Litigation

In 2009 Hattie, alleging Larry defaulted in his payment obligations, directed that the attorney foreclose Larry's interest and deliver the quitclaim deed to her to enable her to record the quitclaim and thereby extinguish Larry's interest in the home. Larry denied he was in default and directed the attorney to refuse to deliver the quitclaim. The attorney, faced with conflicting claims, filed the present action and interpleaded the quitclaim deed.

---

<sup>1</sup> The previous litigation arose because, sometime in the early 1990's, Hattie and her husband wanted Larry to inherit their home after their deaths, and intended to accomplish that by conveying a joint tenancy interest to him. However, the grant deed was prepared improperly and, rather than the intended conveyance (i.e. title to the house being conveyed to Hattie, her husband and Larry as joint tenants with rights of survivorship), the grant deed showed a conveyance to Larry alone. Accordingly, the record title to the home was solely in Larry's name.

Hattie filed a cross-complaint alleging causes of action for declaratory relief and quiet title, among others, and sought a determination she was the sole owner of the home. She subsequently added Bank of America N.A. (the Bank) as an additional defendant purporting to claim an interest in the property,<sup>2</sup> and served the Bank. The Bank did not appear in the action, and its default was entered.

After trial, the court entered judgment in favor of Hattie, and adjudicated that Hattie was the sole owner of title in fee simple as of May 8, 2009, and that neither Larry nor the Bank had any interest in the property. The judgment also determined Larry was required to pay Hattie's costs and attorney fees. On appeal, Larry contends it was error to quiet title as to the bank, and that it was error to award attorney fees.

## II

### ANALYSIS

#### A. Larry Does Not Have Standing to Challenge the Judgment Insofar as it Quieted Hattie's Title Against the Bank

Larry first argues it was improper to quiet Hattie's title against the Bank by a default judgment. Even assuming error,<sup>3</sup> Larry does not have standing to appeal the

---

<sup>2</sup> The Bank was allegedly the beneficiary under a deed of trust from Larry to the Bank, recorded in 2000. This deed of trust recited it secured a line of credit on which Larry was the debtor.

<sup>3</sup> In *Harbour Vista LLC v. HSBC Mortgage Services Inc.* (2011) 201 Cal.App.4th 1496, the court recently construed the quiet title statute to preclude a default judgment in a quiet title action and instead concluded the court must "hear such evidence as may be offered respecting the claims of *any* of the defendants' (italics added) before it can render judgment. 'Any' defendant has to include a defendant whose default has been taken, and 'all cases' must mean even cases in which a default has occurred." (*Id.* at p. 1504.)

judgment insofar as it adjudicated the Bank's lien. Only a party aggrieved by a judgment has standing to appeal that judgment. (*Crook v. Contreras* (2002) 95 Cal.App.4th 1194, 1201.) The judgment determined, and Larry does not contest, that he has no interest in the home, and ordinarily a party who has no interest in the realty may not contest a judgment quieting title as between the owner and third parties. (See generally *Von Gal-Scale v. Cottrell* (1934) 2 Cal.App.2d 29, 31 [appellants could not raise alleged errors in quiet title judgment because "[h]aving no interest in the property themselves the appellants are in no position to attack the judgment in favor of the respondent upon grounds which perhaps might have been, but were not, raised by some of the defaulting defendants, who were the real parties affected thereby"].)

Larry argues he has standing because he might suffer collateral consequences from extinguishment of the Bank's lien. He complains the line of credit could be effectively extinguished and he could be liable to repay the loan. However, there is no *evidence* in the record that either consequence has occurred or might occur.<sup>4</sup> More importantly, the

---

However, that court did not hold that the presence of a defaulted defendant deprived the court of *jurisdiction* to enter a judgment adjudicating the interest of the defaulted defendant, but instead requires only that the court conduct a noticed evidentiary hearing and render a judgment in accordance with the evidence presented. (*Id.* at pp. 1507-1509.) Here, there *was* a trial at which evidence was submitted, after which judgment was entered. Because Larry has not provided a reporter's transcript of the trial, we would be required conclusively to presume the evidence supported the judgment against the Bank (see generally *Nielsen v. Gibson* (2009) 178 Cal.App.4th 318, 324), and that such trial adequately complied with the strictures of Code of Civil Procedure section 764.010.

<sup>4</sup> Indeed, this claim appears to be interposed for the first time on appeal. Because this claim rests on factual issues neither raised nor resolved below, it may not be raised for the first time on appeal. (*Richmond v Dart Industries, Inc.* (1987) 196 Cal.App.3d 869, 879.)

fact a judgment might have an indirect or a collateral impact on a third party does not confer standing on that third party to challenge the judgment. (*Crook v. Contreras*, *supra*, 95 Cal.App.4th at p. 1201.) Any impact on Larry from the extinguishment of the Bank's lien is both speculative and collateral, and Larry does not have standing to challenge that aspect of the judgment.

B. The Award of Attorney Fees Was Proper

Larry also asserts the finding that Hattie was entitled to recover attorney fees from Larry was error.<sup>5</sup> He argues that, although the deed of trust *does* contain an attorney fees clause obligating Larry to pay attorney's fees "in any suit brought by [Hattie] to foreclose this Deed," the absence of an attorney fees clause in the *settlement agreement* precludes an award of attorney fees in this action.

Larry argues the settlement agreement cannot be supplemented by the terms contained in the trust deed because the settlement agreement is a fully integrated agreement containing the complete agreement between Larry and Hattie, and fully integrated agreements may not be modified by evidence of collateral additional agreements. He cites numerous cases holding that the fact the agreement contains a "merger clause" (as does the settlement agreement here), as well as the fact that the settlement agreement was the product of negotiations in which both parties were represented by counsel, are factors suggesting the settlement agreement was fully integrated.

---

<sup>5</sup> Larry does not challenge the amount of the attorney fees award.

However, Larry's argument disregards that "[u]nder section 1642 of the Civil Code, it is the general rule that several papers relating to the same subject matter and executed as parts of substantially one [transaction] are to be construed together as one contract. [Citation.] Thus, *a note, mortgage and agreement of sale constitute one contract where they are part of the same transaction.* [Citation.] The documents need not be executed contemporaneously . . . ." (*Nevin v. Salk* (1975) 45 Cal.App.3d 331, 338.) The documents themselves leave no doubt the settlement agreement Larry allegedly breached, and the quitclaim deed and deed of trust that provided security for the breached obligations and that this litigation addressed, were part of the same transaction.<sup>6</sup>

More importantly, Larry's argument overlooks that "*it is a question of fact as to whether several writings comprise one transaction.*" (*Nevin v. Salk, supra*, 45 Cal.App.3d at p. 338, italics added.) The trial court's statement of decision specifically found "the trust deed was part and parcel of the settlement . . . and it is clearly incorporated into the settlement," and therefore found the parties intended all of the documents to comprise the agreement of the parties. We may not reverse a judgment turning on issues of fact when the evidence supports the trier of fact's determination and, because Larry has chosen to pursue a judgment roll appeal, we conclusively presume the

---

<sup>6</sup> The May 3, 2002, settlement agreement specifically recited Larry would execute a deed of trust on his remainder interest "to secure Larry's promise to pay [Hattie]," and would "execute a quitclaim deed deeding his remainder interest . . . to [Hattie] . . . to allow [Hattie to] avoid the expense of foreclosure and will be used in conjunction with the aforementioned trust deed." The deed of trust also expressly stated it was to "secure that certain SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS dated May 3, 2002[,] by and between [Hattie and Larry]."

evidence supported the judgment. (*Nielsen v. Gibson, supra*, 178 Cal.App.4th at p. 324.)

We are bound by the trial court's determination that the parties intended the contract to embody the terms and conditions of the deed of trust, including the attorney fees clause, and therefore reject Larry's claim that attorney fees were improper.

#### DISPOSITION

The judgment is affirmed. Hattie is entitled to costs on appeal.

McDONALD, J.

WE CONCUR:

HALLER, Acting P. J.

O'ROURKE, J.