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COURT OF APPEAL, FOURTH APPELLATE DISTRICT

DIVISION ONE

STATE OF CALIFORNIA

FAITH LYNN BRASHEAR,

Plaintiff and Appellant,

v.

BANK OF AMERICA, N.A., et al.,

Defendants and Respondents.

D067442

(Super. Ct. No. RIC1218862)

APPEAL from a judgment of the Superior Court of Riverside County, Craig G. Riemer, Judge. Affirmed.

Law Office of Cameron H. Totten and Cameron Hall Totten for Plaintiff and Appellant.

Bryan Cave, Stuart Winston Price, Sarah Samuelson, Jennifer N. Asensio, and Douglas E. Winter for Defendant and Respondent Bank of America, N.A.

Allen Matkins Leck Gamble Mallory & Natsis, Rachel Meghan Sanders and Michael R. Farrell for Defendant and Respondent OneWest Bank, FSB.

I.

INTRODUCTION

Appellant Faith Lynn Brashear's real property loans are in default. Brashear seeks to quiet title and avoid foreclosure by alleging that the deed of trust on the property was improperly securitized and that the beneficiary lacks authority to foreclose. Because California's nonjudicial foreclosure statutes provide no basis for Brashear's claim, the trial court properly sustained the defendants' demurrers to her complaint without leave to amend.

II.

FACTUAL AND PROCEDURAL BACKGROUND¹

Brashear purchased her home in Corona, California in early 2006. Brashear and defendants state in briefing that Brashear originally obtained a loan from Countrywide Home Loans, Inc., (Countrywide) in the amount of \$350,000 to help purchase the home. In May 2007, Brashear refinanced and borrowed \$1.5 million from Countrywide. The loan was secured by a deed of trust (the First Deed of Trust) on the property. The First Deed of Trust named ReconTrust Company, N.A., (ReconTrust) as the trustee, and the Mortgage Electronic Registration Systems, Inc., (MERS) as the beneficiary "solely as

¹ Because this appeal comes to us after the sustaining of defendants' demurrers to Brashear's operative complaint, the factual background that we are able to discern from the record before us is somewhat limited.

nominee for Lender and Lender's successor and assigns . . . and the successors and assigns of MERS."

The First Deed of Trust contained the following language: "The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the 'Loan Servicer') that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage servicing obligations under the Note, this Security Instrument, and Applicable Law."

According to documents Brashear attached to her original complaint, in late June 2007, Countrywide sold Brashear's loan through a seller (DB Structured Products, Inc.) to a depositor (Ace Securities Corporation), which then transferred the loan, together with other loans, to HSBC Bank USA, N.A., as trustee for the Holders of the Deutsche ALT-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-through Certificates Series 2007-OA4 (the Deutsche Trust).

In September 2007, approximately four months after refinancing her loan with Countrywide, Brashear took out a \$250,000 home equity line of credit from IndyMac Bank.² A second deed of trust (the Second Deed of Trust) encumbering the property secured this loan.

² As alleged in Brashear's second amended complaint (SAC), OneWest Bank acquired loans from the Federal Deposit Insurance Company (FDIC) as the receiver of IndyMac Bank.

Brashear has never alleged that she remained current in paying either of the two loans secured by the property, and appears to concede that she defaulted on the loans.

ReconTrust executed a notice of default regarding Brashear's first loan, and recorded the notice of default on March 20, 2012. The notice of default indicated that Brashear was in arrears by more than \$360,000 on her first loan. There is nothing in the record to demonstrate that Brashear ever cured her default.

ReconTrust executed and recorded a notice of trustee's sale on June 27, 2012. By that time, Brashear owed approximately \$1.93 million in principal and interest on her first loan.³

Brashear has not alleged that a sale of the property has occurred or that any further action has taken place with respect to the foreclosure process.

Brashear brought this action on December 26, 2012, filing in propria persona. Brashear originally named two sets of defendants, those alleged to have been connected to her initial loan (i.e., Countrywide; ReconTrust; MERS; DB Structured Products, Inc.; Ace Securities Corporation; HSBC Bank USA; Deutsche Bank AG; Wells Fargo Bank, N.A.; and Bank of America, N.A.) (the "Bank of America defendants"), and those alleged to have been connected to her second loan (i.e., IndyMac and OneWest Bank) (the "OneWest Bank defendants"). She alleged causes of action for, among other things,

³ The SAC does not allege that IndyMac Bank or its successor OneWest Bank took any action with respect to Brashear's defaulting on her home equity line of credit loan.

breach of contract and fraud, sought to quiet title to the property, and requested other "declaratory relief," including an injunction preventing the sale of the property.

Brashear then filed a number of different documents, titled, variously, as "complaints," "memorandums," and "exhibits." For example, on January 3, 2013, less than 10 days after filing the initial complaint, Brashear filed her "[First] Amended Complaint." On January 7, she filed something entitled Exhibit H. Then, on January 17, Brashear filed a document titled "Amended [First] Amended Complaint."

The OneWest Bank defendants filed a demurrer to Brashear's "First Amended Complaint" on February 21, 2013. The Bank of America defendants filed a separate demurrer on March 12, 2013. Brashear opposed the demurrer filed by the OneWest Bank defendants, but did not oppose the demurrer filed by the Bank of America defendants.

The trial court sustained the demurrers, and granted Brashear leave to amend.

Brashear filed a pleading titled "Second Amended Complaint" on May 8, 2013.⁴ In the SAC, Brashear attempted to assert causes of action for, among other things, quiet title, cancellation of instruments (cancellation of documents and cancellation of contract), and a violation of Business & Professions Code section 17200 (section 17200).⁵ By the

⁴ Brashear's SAC was, in fact, her third amended complaint, and her fourth attempt to state a viable cause of action.

⁵ In total, Brashear alleged 12 causes of action, all seemingly based on the same set of operative facts. However, because she challenges only the propriety of the trial court's sustaining the defendants' demurrers with respect to quiet title, cancellation of

time Brashear filed this iteration of her complaint, she had voluntarily dismissed, without prejudice, former defendants DB Structured Products, Inc., Ace Securities Corporation, Deutsche Bank, and Wells Fargo.

The OneWest Bank defendants and the remaining Bank of America defendants filed demurrers in response to Brashear's latest complaint. Brashear filed some documents in response to the demurrers, but did not file a formal opposition. However, prior to the hearing on the defendants' demurrers, an attorney appeared on Brashear's behalf in the litigation. Brashear's counsel filed an opposition to the defendants' demurrers, but did not seek leave to further amend the SAC.

The trial court heard argument regarding the defendants' demurrers on September 18, 2013. At the conclusion of the hearing, the trial court sustained both demurrers to the SAC, without granting Brashear leave to amend.

The court entered judgment in favor of the defendants on October 2, 2013, sustaining the demurrers. Brashear filed a timely notice of appeal.

III.

DISCUSSION

A. *Legal standards*

We review the ruling sustaining the demurrer de novo, exercising independent judgment as to whether the complaint states a cause of action as a matter of law. (*Desai*

instruments, declaratory relief, and the violation of section 17200, we need not address her other causes of action.

v. Farmers Ins. Exchange (1996) 47 Cal.App.4th 1110, 1115.) We give the complaint a reasonable interpretation, assuming that all properly pleaded material facts are true, but not assuming the truth of contentions, deductions, or conclusions of law. (*Aubry v. Tri-City Hospital Dist.* (1992) 2 Cal.4th 962, 967.) We may consider matters that are properly judicially noticed. (*Four Star Electric, Inc. v. F & H Construction* (1992) 7 Cal.App.4th 1375, 1379.)

A demurrer tests the legal sufficiency of the complaint. (*Hernandez v. City of Pomona* (1996) 49 Cal.App.4th 1492, 1497.) Accordingly, we are not concerned with whether the plaintiff will be able to prove the claims made in the complaint. (*Desai v. Farmers Ins. Exchange, supra*, 47 Cal.App.4th at p. 1115.) We are also unconcerned with the trial court's reasons for sustaining the demurrer: " 'A judgment of dismissal after a demurrer has been sustained without leave to amend will be affirmed if proper on any grounds stated in the demurrer, whether or not the court acted on that ground.' [Citation.]" (*Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th 1149, 1153 (*Gomes*).

When a demurrer is sustained 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." (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

B. *Analysis*

1. *The trial court properly sustained the OneWest Bank defendants' demurrer*

As an initial matter, we address the trial court's sustaining, without leave to amend, the demurrer filed by the OneWest Bank defendants. In briefing on appeal, Brashear suggests that she "properly alleged irregularities with regard to the IndyMac Assignment of DOT." She contends that there "was a splitting of the IndyMac DOT with the underlying note which renders the note unsecured." However, even if we were to assume that Brashear's allegations are true and that they demonstrate that the note now possessed by OneWest Bank (the successor to IndyMac Bank) is not secured by the property, Brashear provides no argument as to how the allegation of the existence of an unsecured note gives rise to any cause of action against the OneWest Bank defendants. Indeed, in the SAC, Brashear does not allege that any party involved with the note recording her home equity line of credit initiated nonjudicial foreclosure proceedings or otherwise attempted to enforce the terms of that note. She has not alleged any conduct on the part of these defendants for which she would be entitled to relief. She thus has failed to state any claim as to the OneWest Bank defendants.

Brashear also fails to demonstrate how she could cure the deficiencies of the SAC with respect to the OneWest Bank defendants, as is her burden to demonstrate on appeal in order to be entitled to reversal of the trial court's ruling denying leave to amend. (See *Blank v. Kirwan, supra*, 39 Cal.3d at p. 318.) We therefore affirm the trial court's sustaining the OneWest Bank defendants' demurrer without leave to amend.

2. *Contrary to Brashear's contention, she has not sufficiently alleged standing to pursue her "quiet title, cancellation of instruments, and declaratory relief causes of action," against the Bank of America defendants, and her attempted section 17200 claim thus fails as well*

Brashear's contention as to why she is entitled to prevent the foreclosure of her home pursuant to a cause of action for quiet title, cancellation of instruments, and/or declaratory relief is, essentially, that none of the Bank of America defendants has standing to foreclose because of failings with respect to the securitization process and/or failings in maintaining the deeds of trust with their respective notes.

According to Brashear, the "statutory scheme requires foreclosing entities to own the beneficial interest of the deed of trust and have competent and reliable evidence in support thereof." She contends that she properly pled that the assignment of the First Deed of Trust was void and that the assignee of the First Deed of Trust did not have authority to substitute the trustee. Brashear maintains that she therefore properly pled that the trustee did not have legal authority to record the notice of default.

Brashear's argument is not novel. The virtual explosion of real estate loan defaults over the past decade has led defaulting parties to press a number of theories developed in an attempt to avoid foreclosure. In fact, the Supreme Court has granted review in multiple cases involving similar issues with respect to nonjudicial foreclosures. (See *Yvanova v. New Century Mortgage Corp.* (2014) 226 Cal.App.4th 495, review granted Aug. 27, 2014, S218973 [postforeclosure action for quiet title and declaratory relief]; *Keshtgar v. U.S. Bank, N.A.* (2014) 226 Cal.App.4th 1201, review granted Oct. 1, 2014,

S220012 [preemptive action to forestall foreclosure]; and *Mendoza v. JPMorgan Chase Bank, N.A.* (2014) 228 Cal.App.4th 1020, review granted Nov. 12, 2014, S220675 [postforeclosure action for quiet title and declaratory relief].) Until the Supreme Court provides further guidance on these issues, we look to other authorities that have considered legal actions arising out of the nonjudicial foreclosure of real property.

The court in *Jenkins v. JPMorgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, 511 (*Jenkins*) addressed allegations similar to those Brashear raises in this case. The plaintiff in *Jenkins* alleged that her loan had been pooled with other home loans in a securitized investment trust in a manner that violated the trust's pooling and servicing agreement, and that this resulted in extinguishment of any security interest in her home. The *Jenkins* court found that the plaintiff's allegations were insufficient to state a cause of action because "California courts have refused to delay the nonjudicial foreclosure process by allowing trustor-debtors to pursue preemptive judicial actions to challenge the right, power, and authority of a foreclosing 'beneficiary' or beneficiary's 'agent' to initiate and pursue foreclosure." (*Ibid.*)

As the *Jenkins* court explained, in California, "[u]pon a trustor-debtor's default on a debt secured by a deed of trust, the beneficiary-creditor may elect to judicially or nonjudicially foreclose on the real property security." (*Jenkins, supra*, 216 Cal.App.4th at p. 508.) If the beneficiary-creditor elects to nonjudicially foreclose, there exists a "comprehensive [statutory] framework for the regulation of a nonjudicial foreclosure sale

pursuant to a power of sale contained in a deed of trust." (*Moeller v. Lien* (1994) 25 Cal.App.4th 822, 830.)

California's nonjudicial foreclosure scheme is "'exhaustive [in] nature,'" and is intended "'(1) to provide the [beneficiary-creditor] with a quick, inexpensive and efficient remedy against a defaulting [trustor-debtor]; (2) to protect the [trustor-debtor] from wrongful loss of the property; and (3) to ensure that a properly conducted sale is final between the parties and conclusive as to a bona fide purchaser.'" (*Jenkins, supra*, 216 Cal.App.4th at pp. 509-510, quoting *Gomes, supra*, 192 Cal.App.4th at p. 1154.) "Significantly, "[n]onjudicial foreclosure is less expensive and more quickly concluded than judicial foreclosure, since there is no oversight by a court, '[n]either appraisal nor judicial determination of fair value is required,' and the debtor has no postsale right of redemption." [Citation.]' (*Jenkins, supra*, at p. 510, quoting *Gomes, supra*, at p. 1155.)

A preemptive action in which a plaintiff attempts to forestall or circumvent a nonjudicial foreclosure "seeks to create 'the additional requirement' that the foreclosing entity must 'demonstrate *in court* that it is authorized to initiate a foreclosure' before the foreclosure can proceed"—a process not contemplated by the nonjudicial foreclosure statutes. (*Jenkins, supra*, 216 Cal App.4th at p. 512, quoting *Gomes, supra*, 192 Cal.App.4th at p. 1154, fn. 5.) The *Jenkins* court distinguished a fact situation involving alleged misconduct in the completion of a nonjudicial foreclosure sale, which can provide a basis for a valid *postforeclosure* cause of action, from the *Jenkins* plaintiff's preemptive

action, which improperly sought to stop or delay the nonjudicial foreclosure process. (*Jenkins, supra*, at p. 512.)

The *Jenkins* court further found that the plaintiff lacked standing to challenge purported violations of the investment trust's pooling and servicing agreement. (*Jenkins, supra*, 216 Cal.App.4th at pp. 514-515.) The court reasoned that the relevant parties to the pooling process were the parties that transferred the promissory notes and the third party acquirers of the notes, not the plaintiff, who was an unrelated third party to the securitization. (*Id.* at p. 515.) Even if the transfers were invalid, the plaintiff would not be injured because she remained obligated under the promissory note; the injured party would be the party that incorrectly believed it held a beneficial interest in the note. (*Ibid.*) Accordingly, the *Jenkins* court found that the demurrer to the plaintiff's complaint was properly sustained without leave to amend. (*Id.* at pp. 503, 517.)

Brashear argues that *Jenkins* is distinguishable from this case. She also maintains that *Jenkins* was incorrectly decided, and that this court therefore should not follow it. She contends that, instead, we should follow the holding in *Glaski v. Bank of America* (2013) 218 Cal.App.4th 1079 (*Glaski*). The plaintiff in *Glaski* alleged that his loan was transferred to a securitized trust after the trust's closing date, thus rendering the transfer ineffective. The *Glaski* plaintiff alleged that the late transfer violated the trust's pooling and servicing agreement and was void because, if effectuated, it would have caused the trust to lose tax advantages accruing to real estate mortgage investment conduit (REMIC) trusts, and federal tax code provisions require that mortgages be transferred to such trusts

within a certain timeframe, usually 90 days after a trust is created. (*Id.* at pp. 1093-1095.) The *Glaski* court determined that a plaintiff could properly allege a valid cause of action for wrongful foreclosure by stating facts showing that the defendant who had invoked the power of sale was not the true beneficiary. The allegations set forth by the plaintiff in *Glaski* regarding the allegedly faulty transfer to the REMIC trust met this pleading standard. (*Id.* at p. 1094.)

In concluding that the trial court had improperly sustained a demurrer to the plaintiff's complaint, the *Glaski* court also determined that a borrower does have standing to contest a defective assignment to a real estate investment trust. In doing so, the *Glaski* court explicitly rejected what is increasingly the dominant legal view—that a borrower's status as a nonparty or non-third party beneficiary to an assignment agreement prevents the borrower from challenging the transfer. (*Glaski, supra*, 218 Cal.App.4th at pp. 1094-1095.) Significantly, the *Glaski* court applied and analyzed New York law, under which the investment trust was formed, in determining that a post-closing date assignment into such a trust should be considered void. (*Id.* at p. 1096.) In reaching this conclusion, the *Glaski* court acknowledged that other courts have held that post-closing transfers are merely *voidable*, not *void*, when considering the same law at issue in *Glaski*. (*Id.* at pp. 1096-1097, citing *Calderon v. Bank of America, N.A.* (2013) 941 F.Supp.2d 753, 767 and *Bank of America National Association v. Bassman FBT, L.L.C.* (2012) 2012 IL.App (2d) 110729.) Despite the holdings from these other courts, the *Glaski* court explained its position: "In this case, however, we believe applying the statute to void the attempted

transfer is justified because it protects the beneficiaries of the [investment trust] from the potential adverse tax consequence of the trust losing its status as a REMIC trust under the Internal Revenue Code." (*Glaski, supra*, at p. 1097.) According to the *Glaski* court, the status of the assignment as *void* (as opposed to merely voidable) was the lynchpin to the plaintiff's standing to challenge the assignment. (*Id.* at p. 1098.) Based on this analysis, the *Glaski* court reversed the trial court's order sustaining the demurrer to the wrongful foreclosure claim. (*Id.* at p. 1100.)

We disagree with Brashear that following *Glaski* would be appropriate in this case. Like a number of other courts, we have doubts as to the validity of the reasoning and the result in *Glaski*.⁶ However, even if we were to agree that *Glaski* was correctly

⁶ Although some courts have followed *Glaski*'s holding that a borrower has standing to challenge the securitization of a loan (see *Engler v. ReconTrust Co.* (C.D.Cal., Dec. 20, 2013, No. CV12-1165 CBM (SPx)) 2013 U.S.Dist. LEXIS 179950) and *Kling v. Bank of Am.* (C.D.Cal., Sept. 4, 2013, No. CV 13-2648 DSF (CWx)) 2013 U.S.Dist. LEXIS 184981), a growing majority of courts has found unpersuasive *Glaski*'s holding regarding a plaintiff's standing to challenge alleged violations of the securitization process (see, e.g., *Siliga v. Mortgage Electronic Registration Systems, Inc.* (2013) 219 Cal.App.4th 75 [rejecting *Glaski*; borrower has no standing to challenge assignment of deed of trust]; *Kan v. Guild Mortgage Co.* (2014) 230 Cal.App.4th 736; *Miller v. JP Morgan Chase Bank N.A.* (N.D.Cal., Aug. 8, 2014, No. 5:13-CV-03192-EJD) 2014 U.S.Dist. LEXIS 110038, p. *11 ["Courts in this District have expressly rejected *Glaski*"]; *Tavares v. Nationstar Mortg., LLC* (S.D.Cal., July 14, 2014, No. 14cv216-WQH-NLS) 2014 U.S.Dist. LEXIS 95537, p. *9 [rejecting *Glaski*'s reasoning]; *Zapata v. Wells Fargo Bank, N.A.* (N.D.Cal., Dec. 10, 2013, No. C 13-04288 WHA) 2013 U.S.Dist. LEXIS 173187, p. *5 ["Every court in this district that has evaluated *Glaski* has found it is unpersuasive and not binding authority"]; *Davies v. Deutsche Bank National Trust Co. (In re Davies)* (9th Cir., Mar. 24, 2014, No. 12-60003) 565 Fed.Appx. 630 [2014 U.S.App. LEXIS 5416, pp. *4-*5] [following *Jenkins* rather than *Glaski*]; *Rajamin v. Deutsche Bank Nat'l Trust Co.* (2d Cir. 2014) 757 F.3d 79 [disagreeing with *Glaski*'s interpretation of New York law;

decided, it arose in a context different from the context presented by Brashear's SAC. Critically, the primary claim at issue in *Glaski* was one for wrongful foreclosure; the foreclosure had already occurred and the property had been sold. (*Glaski, supra*, 218 Cal.App.4th at p. 1087.) Thus, although the plaintiff in *Glaski* also alleged a cause of action to quiet title, it was clear from the documents presented in *Glaski* that a nonjudicial foreclosure sale had occurred. (*Ibid.*) In contrast here, based on the allegations of Brashear's complaint, which are not a model of clarity, it appears that she is seeking to assert a pre-foreclosure cause of action for quiet title. Although *Glaski* discussed *Gomes, supra*, 192 Cal.App.4th 1149, and distinguished *Gomes* in certain respects, *Glaski* did not challenge the holding in *Gomes*—the holding on which the *Jenkins* court relies—that a pre-foreclosure preemptive action is not authorized by the nonjudicial foreclosure statutes because it creates the additional requirement that a foreclosing entity first demonstrate in court that it is the party entitled to foreclose. (See *Gomes, supra*, at pp. 1154–1156.)⁷

We agree with *Jenkins* that allowing a plaintiff to assert a preemptive action like the one Brashear proposes "would result in the impermissible interjection of the courts into a nonjudicial scheme enacted by the California Legislature." (*Jenkins, supra*, 216 Cal.App.4th at p. 513.) Further, it " 'would be inconsistent with the policy behind nonjudicial foreclosure of providing a quick, inexpensive and efficient remedy.' " (*Id.* at

finding improper transfer into investment trust is voidable, not void]; *In re Sandri* (Bankr. N.D.Cal. 2013) 501 B.R. 369, 374–375 [*Glaski* departs from California jurisprudence].)

⁷ Although the *Glaski* court distinguished *Gomes*, it did not mention the *Jenkins* opinion, which was filed and published more than a month prior to *Glaski*.

p. 512, quoting *Gomes, supra*, 192 Cal.App.4th at p. 1154, fn. 5.) *Jenkins* involved allegations very similar to what we interpret Brashear is alleging in her SAC—i.e., that there were problems with the assignment of the First Deed of Trust, including the failure to assign it to the investment trust prior to the closing date of that trust. We, together with an ever-increasing number of courts, agree with *Jenkins* that such allegations do not give rise to a viable preemptive action that overrides California's nonjudicial foreclosure rules, nor do they provide Brashear standing to preemptively challenge the nonjudicial foreclosure of her property.

Brashear's sole argument as to why the Bank of America defendants' demurrer should not have been sustained with respect to her cause of action for a violation of section 17200 specifically is that the *Glaski* court held that the plaintiff in that case had properly alleged a cause of action pursuant to section 17200 based on wrongful foreclosure as the predicate violation. She asserts, "As Appellant has properly alleged substantially similar claims as those made in *Glaski*, Appellant's claims also serve as predicate violations for the purpose of alleging a . . . Section 17200 cause of action." However, we decline to apply the reasoning of *Glaski* to this case. Given that we have determined that Brashear lacks standing to preemptively challenge the nonjudicial foreclosure of her property, she cannot base a claim for a violation of section 17200 on such a challenge.

Finally, we conclude that the trial court did not abuse its discretion in sustaining the Bank of America defendants' demurrer to the SAC without granting Brashear leave to

amend her pleading yet again. As stated above, where a complaint's allegations are insufficient as a matter of law, the burden of proving a reasonable possibility that an amendment can cure the defect "is squarely on the plaintiff." (*Blank v. Kirwan, supra*, 39 Cal.3d at p. 318.) Thus, Brashear was required to identify some legal theory or statement of facts that she could add by way of amendment that would change the legal effect of her pleading. (See *HFH, Ltd. v. Superior Court of Los Angeles* (1975) 15 Cal.3d 508, 513, fn. 3.) Brashear has failed to show how she could amend the SAC to state a legally tenable cause of action.⁸ We therefore affirm the trial court's sustaining of the Bank of America defendants' demurrer without leave to amend.

⁸ Brashear makes some suggestion that there was irregularity in the trial court's handling of the demurrer because different judges may have signed the demurrer ruling and the judgment, and because there appeared to be an error in the reporter's transcript in identifying the judge who presided over the hearing on the demurrers. Without citing to relevant authority or presenting any reasoned argument, Brashear suggests that "the ambiguities over which judge made the ruling and the failure of the judge to perfect the ruling in a written document" has "render[ed] the judgment void," entitling her to remand for further proceedings. We consider this contention forfeited on appeal. (See, e.g., *Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 852.)

IV.

DISPOSITION

The judgment of the trial court is affirmed. Costs are awarded to the defendants.

AARON, J.

WE CONCUR:

NARES, Acting P. J.

HALLER, J.