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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIFTH APPELLATE DISTRICT

RAUL BARRAZA GUERRERO,

Plaintiff and Respondent,

v.

FRANCISCO GOMEZ,

Defendant and Appellant.

F068753

(Super. Ct. No. CV000108)

OPINION

APPEAL from a judgment of the Superior Court of Merced County. Brian L. McCabe, Judge.

Henry D. Nunez for Defendant and Appellant.

No appearance for Plaintiff and Respondent.

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In this real property title dispute among family members, plaintiff Raul Barraza Guerrero (Raul Sr.) brought suit to quiet his title to certain real property located on Bailey Avenue in Merced, California (the Merced property). Defendant Francisco Gomez (Francisco), one of Raul Sr.'s sons, asserted ownership of the Merced property by virtue of purported conveyances made to him pursuant to a 1993 power of attorney held by his sister, Martha Elena Barraza Gomez (Martha). Following a lengthy court trial, the trial court made credibility determinations and sorted through conflicting versions of what had happened. In the end, the trial court concluded that Raul Sr. was the rightful owner of the Merced property and quieted title in Raul Sr.'s name. Francisco appeals, arguing there was no substantial evidence to support the trial court's judgment. We disagree and accordingly affirm the judgment below.

FACTS AND PROCEDURAL HISTORY

Parties and Witnesses

We begin by briefly identifying the various parties and witnesses. We have already mentioned plaintiff, who was often referred to during the trial as "Raul Sr." Raul Sr.'s two sons, Raul Barraza Gomez (Raul Jr.) and Francisco, had opposing views of who had rightful ownership of the Merced property, with Raul Jr. supporting Raul Sr.'s claim of ownership. Other family members who were witnesses in the trial included Raul Sr.'s daughter, Martha, and the siblings' mother, Belen Gomez Chaidez (Belen). Martha and Belen were supportive of Francisco's position in the title dispute. John Quintanilla (Quintanilla) was and is a family friend who provided important testimony in the case, supporting the position advanced by Raul Sr. and Raul Jr. Alma Tirado (Tirado) was Francisco's significant other, and she also testified at the trial.

Pleadings

On May 7, 2009, Raul Sr. filed the present action to cancel a quitclaim deed and quiet title of the Merced property in his name (the quiet title action). The complaint included causes of action for cancellation of deed, quiet title and injunctive relief. In the

complaint, Raul Sr. alleged that Francisco falsely asserted ownership of the Merced property under a void quitclaim deed recorded on December 24, 2008 and, furthermore, that said 2008 quitclaim deed was executed pursuant to a 2008 power of attorney that was itself allegedly forged or fabricated. Raul Sr. alleged that he never authorized or consented to the deed or the power of attorney. Further, in April 2009, Raul Sr. allegedly demanded that Francisco “stop [his] wrongful conduct,” but Francisco refused and instead initiated an unlawful detainer (i.e., eviction) action against Raul Sr. on April 16, 2009. Among other things, the prayer for relief sought a declaration that the “purported deed” and the “purported Power of Attorney” were both “void.”

The quiet title action was bifurcated from the other litigation between family members in order to permit the issue of title to the Merced property to be decided by a separate judgment.

After Raul Sr.’s quiet title action was filed, *other* quitclaim deeds were recorded by Francisco (one on January 28, 2010, and another on October 29, 2010) that purportedly conveyed the Merced property into Francisco’s name under a 1993 power of attorney held by Martha. The validity of these subsequently recorded deeds was at issue in the court trial below. The trial court addressed and decided the validity (or lack thereof) of the subsequently recorded deeds as within the purview of Raul Sr.’s quiet title action.

Brief Synopsis of Parties’ Positions

In a nutshell, Raul Sr.’s theory of the case was that the Merced property originally belonged to Raul Jr., but title was never placed in Raul Jr.’s name. Rather, title was placed in Quintanilla’s name in 2000 as an accommodation, which Quintanilla agreed to do as a favor. In 2005, at a time when Quintanilla was about to enter military service, Raul Jr. asked Quintanilla to convey the Merced property to Raul Sr., which Quintanilla did. Raul Jr. said he took this action for his father’s sake, so that his father would have a place “for the last of his days.” A 2005 grant deed was recorded showing Raul Sr. as the

owner of the property. Allegedly, ever since then, the Merced property has been owned by Raul Sr. Quintanilla's testimony agreed with this account, as did the testimony of Raul Jr. According to Raul Sr., the various efforts by Francisco and Martha to transfer the property into Francisco's name were, for various reasons, not legally valid.

Francisco's position at trial was (and still is) that he is the owner of the Merced property by virtue of one or both of the quitclaim deeds recorded in 2010 that purportedly transferred title into his name pursuant to the 1993 power of attorney held by Martha. Additionally, Martha had executed documents attempting to assign or delegate her power of attorney to Francisco in 2008. The quitclaim deed recorded in 2008 referenced in Raul Sr.'s complaint was executed by Francisco pursuant to the (assigned or delegated) 2008 power of attorney. Thus, Francisco also claimed ownership of the Merced property under the 2008 quitclaim deed. Finally, in an effort to discredit an important premise of Raul Sr.'s case (i.e., that Raul Jr. had initially owned the Merced property), Francisco claimed that the Merced property was obtained from some of the proceeds of a business partnership he had with his brother, Raul Jr., which was said to be a 50/50 partnership. Francisco's attorney, in his opening statement at the start of trial, noted that the reason Martha tried to convey the Merced property into Francisco's name was that she wanted "to put the brothers back to where they should be."

Summary of Testimony at Trial

Because Francisco was residing in Mexico and was unable to obtain a visa in time enter the United States to testify at trial, he did not appear in person at the trial. The trial court admitted into evidence a transcript of his prior deposition testimony. Also, Martha and Belen were residing in Mexico and unable to appear at trial and, therefore, the trial court admitted into evidence their prior deposition testimony.¹ The other witnesses (i.e., Raul Sr., Raul Jr., Quintanilla, and Tirado) appeared and testified in person.

¹ The transcripts of the deposition testimony are provided as exhibits to the augmented record submitted by Francisco in connection with the present appeal.

In the trial court's statement of decision, the court made the following preliminary observations about the witnesses: "This case is the by-product of a family feud. The participants have, in the opinion of this Court, taken sides and aligned themselves with either [Raul Sr.] or [Francisco]. ¶¶ ... ¶¶ Generally speaking, the Court found all of the witnesses' testimony to be tainted with bias." Additionally, the trial court commented on the difficulty it faced as the trier of fact because so much of the witnesses' testimony was introduced in the form of deposition transcripts: "The Court notes the difficulty in evaluating the credibility of a witness based on the deposition testimony of a witness. The Court is deprived of the opportunity to personally evaluate the body language, a person's voice tone, inflection, projection and volume. Hesitations are not recorded or noted. The proceedings are sterilized to simple question and answer statements devoid of the multitude of observations that ... people including the Court generally rely upon when evaluating a person's credibility." Finally, the Court acknowledged that Raul Sr.—who did testify in person—was at times "somewhat confused" in his testimony, including instances where he contradicted himself, did not appear to understand the question, or was suffering from memory difficulties. Raul Sr. admitted during his testimony that he is often forgetful of things due to his age.

In support of Raul Sr.'s case-in-chief, Raul Sr., Raul Jr. and Quintanilla appeared and testified. Documentary evidence was submitted, and judicial notice was obtained of unlawful detainer court filings. Raul Sr. testified that he believed himself to be the owner of the Merced property. He became the owner when Quintanilla put the property in his name in the 2005 grant deed, but Raul Sr. understood that he received the property from his son, Raul Jr. Raul Sr. recalled that Quintanilla was entering military service at that time, and a decision was made to put the property into Raul Sr.'s name to ensure he would have a place to live in peace. Raul Sr. testified he was aware that Francisco had recorded a series of deeds purportedly conveying the property to Francisco, but Raul Sr. denied that Francisco had any right to the property.

Apparently, Francisco lived on the Merced property for several years, but Francisco's erratic, disrespectful and threatening behavior led to personal conflicts with Raul Sr. and Raul Sr. eventually found it necessary to file an unlawful detainer action on November 27, 2007, to evict Francisco from the property. Francisco was evicted in early 2008. Afterwards, Francisco recorded the quitclaim deeds, claimed to be the owner and filed unlawful detainer proceedings *against Raul, Sr.* in April 2009. That event led to Raul Sr. filing the instant quiet title action. Additionally, Raul Sr. testified to earlier disputes he had with Francisco as well, such as when Francisco threatened Raul Sr. with a gun in 2005.

Raul Jr. testified that he acquired sole ownership of the Merced property in approximately 2000 by purchase, but title was placed in Quintanilla's name as a favor to Raul Jr., because of Raul Jr.'s citizenship status at that time. Quintanilla held title to the property until March 2005, when he signed it over to Raul Sr. upon being instructed to do so by Raul Jr. Quintanilla was joining the armed forces, and he could have been sent to Iraq, so it was thought best if he no longer held property on Raul Jr.'s behalf. That concern precipitated the timing of Raul Jr.'s decision to have Quintanilla put the property in Raul Sr.'s name. Raul Jr. said he gave the property to Raul Sr. as a gift, "for the rest of his days."

Quintanilla testified that when Raul Jr. acquired the Merced property, he asked Quintanilla to hold title to the property as a favor. Quintanilla understood the property belonged to Raul Jr., but Raul Jr. needed the property to be put in Quintanilla's name while citizenship issues were being worked out. Quintanilla considered himself a "lifelong friend" of Raul Jr. and agreed to the arrangement. Quintanilla testified he was not holding the property for Francisco and he had no arrangement or agreement with Francisco. At that time, Francisco never expressed to Quintanilla any belief or claim that he (Francisco) had an ownership interest in the Merced property. In 2005, Quintanilla spoke to Raul Jr. about the fact that he might be sent overseas to serve in the military and

suggested that, because of the risks involved, it would be best if he no longer held title to the property since there were no guarantees he would come back. After that discussion, Raul Jr. informed Quintanilla the Merced property would be given to Raul Sr. In 2005, Quintanilla signed a grant deed transferring the property to Raul Sr. at Raul Jr.'s instruction.

In support of Francisco's claim to ownership of the Merced property, Francisco introduced, among other evidence, the transcripts of the deposition testimony² of himself, Martha and Belen, along with documentary exhibits consisting of the 1993 power of attorney, the 2008 (delegated) power of attorney, and the several quitclaim deeds that were recorded to purportedly convey the Merced property into Francisco's name.

Francisco stated in his deposition testimony that he and Raul Jr. were in a business partnership in which Francisco allegedly invested \$50,000 from monies he earned in Mexico. At first, the business involved buying, fixing up, and selling used cars under the name Barraza Salvage. The partnership business was a 50 percent ownership for each brother. Eventually, the partnership proceeds were used to purchase property in Menlo Park; after the Menlo Park property was sold in 2000, the Merced property was purchased. In both instances, a family friend, Quintanilla, agreed to hold title to the property in his name. Francisco said Quintanilla was aware that the money being used to buy the real property was from the sale of the Menlo Park property belonging to both brothers. At about the same time, another property was also being purchased by Raul Jr. and Francisco in Union City.

Belen's deposition testimony included her recollection that the 1993 power of attorney was signed by her and by Raul Sr. in front of the family members, including Martha, Raul Jr. and Francisco. Belen understood the 1993 power of attorney was to give Martha a general power to act on behalf of Raul Sr. When it was executed, the only

² The deposition transcripts are contained in Francisco's augmented record on appeal.

property transaction under consideration was in Mexico, and the immediate purpose of the power of attorney was to allow that property in Mexico to be put in Belen's name. Belen was upset about the family dispute involving her sons and she wanted it to end. She recalled hearing from Francisco that he was evicted by Raul Sr. from the Merced property in 2007.

Martha's deposition testimony included her recollection that her father and mother signed the original power of attorney document appointing her as attorney-in-fact. Martha stated that in 2007, Raul Sr. told her to transfer the Merced property into Francisco's name, which was why she executed the quitclaim deeds. The quitclaim deeds were recorded in 2010, but ostensibly were signed in 2008. Martha was also asked about her action of granting and/or delegating her power of attorney over to Francisco, and she likewise said Raul Sr. told her to do that in 2007. She also disclosed that she wanted to get the Merced property out of Raul Sr.'s name, and put it in Francisco's name in order to give Francisco his share of the brothers' partnership property and to get Raul Sr. out of the lawsuit, which she viewed as a dispute between the two brothers in the partnership. Martha knew of the disputes between Raul Jr. and Francisco that also involved Raul Sr. Martha conceded that she was also aware of the present lawsuit concerning a property title dispute between Raul Sr. and Francisco regarding the Merced property, and that in that lawsuit Raul Sr. had denied the validity of the quitclaim deeds and the power of attorney.

Trial Court's Decision

Following the five-day court trial conducted in February 2013, the parties filed closing briefs. On July 18, 2013, the trial court issued a written order containing its findings and verdict on the bifurcated title issue, setting aside the contested quitclaims deeds and quieting title in favor of Raul Sr. Francisco requested a written statement of decision. On October 16, 2013, the trial court served and filed its "STATEMENT OF DECISION AS TO BIFURCATED ISSUE" (the statement of decision).

In the statement of decision, the trial court rejected Francisco's argument that the quiet title pleading was never verified. The trial court found that, although Raul Sr. appeared confused on the issue of whether he signed the verification, he "ultimately did affirm that he signed the verification, therefore the Court finds that the Complaint was verified."

The trial court next addressed the cause of action for cancellation of the December 24, 2008, quitclaim deed. The trial court cancelled that quitclaim deed because, as the trial court concluded, the 2008 quitclaim deed was executed pursuant to the 2008 assignment or delegation by Martha of her power of attorney, which exceeded her powers under California law. The trial court explained its relevant findings and conclusions as follows: "The December 2008 quitclaim deed was signed on behalf of [Raul Sr.] by [Francisco] as [Raul Sr.'s] purported 'attorney in fact.' The weight of the evidence demonstrates that [Raul Sr.] granted his daughter Martha ... a general power of attorney in August 1993 under a document executed in Mazatlan, Sinoloa [*sic*], Mexico. In signing the December 2008 quitclaim deed on behalf of [Raul Sr.]—thereby gifting the property to himself—[Francisco] purports to exercise powers of attorney delegated to him by his sister in a writing executed on April 22, 2008 in Mazatlan, Sinoloa [*sic*], Mexico. [Francisco] has not cited either California or applicable foreign law that would authorize [Martha] to delegate to [Francisco] her authority as attorney-in-fact regarding property matters absent [Raul Sr.'s] authorization. [¶] It is undisputed that [Raul Sr.] was domiciled in California in 1993. In accordance with Probate Code section 4052, subdivision (b), the Power of Attorney Act applies to acts and transactions of the attorney-in-fact in this state and therefore applies to the execution of the quitclaim deed at issue here. Pursuant to the Power of Attorney Act, an attorney-in-fact may 'delegate authority to perform mechanical acts.' (Prob. Code, § 4205[, subd.](a).) Gifting [Raul Sr.'s] real property to [Francisco] is not a mechanical act. Thus, while [Martha] was granted authority to conduct property transactions under the terms of the 1993 power of

attorney, neither the Power of Attorney Act nor California's general law of agency (see Probate Code section 4051) permit the delegation of this authority to [Francisco]."

The trial court's statement of decision next addressed the cause of action to quiet title to the Merced property. As a preliminary matter, the trial court expressed that it would decide the validity of the quitclaim deeds recorded in 2010, because a determination of the validity of said quitclaim deeds fell within the scope of the pleadings. The trial court proceeded to explain why it concluded the 2010 quitclaim deeds were not valid. After summarizing the evidence relating to the timing of the quitclaims deeds' executions, the trial court found that "[a]lthough the quitclaim deeds recorded on January 28, 2010 and October 29, 2010 purport to be effective on April 22, 2008," they were executed and recorded "more than two years after that date." Because there was "no credible evidence" the 2010 quitclaim deeds were executed "prior to the filing of the present action on May 7, 2009 or prior to the date [Raul Sr.] states he orally revoked [Martha's] power of attorney to transfer title to the subject property," Martha lacked authority as attorney-in-fact "to gratuitously transfer title to the subject property from [Raul Sr.] to [Francisco]." Since the 2010 quitclaim deeds were not valid, the title to the real property was quieted in Raul Sr.'s name.

Judgment was entered in favor of Raul Sr. on October 28, 2013. Francisco's timely appeal followed. Francisco filed an opening brief, but Raul Sr. did not file a respondent's brief.

DISCUSSION

I. Standard of Review

We review challenges to the sufficiency of the evidence under the deferential "substantial evidence" standard. (*Bickel v. City of Piedmont* (1997) 16 Cal.4th 1040, 1053.) Where, as here, the findings of fact are challenged on a civil appeal, we are bound by the elementary principle of law that the power of an appellate court "begins and ends with a determination as to whether there is any substantial evidence, contradicted or

uncontradicted,” to support the findings below.”” (*Ibid.*) Under the substantial evidence standard of review, we consider all of the evidence in the light most favorable to the prevailing party, giving it the benefit of every reasonable inference, and resolving conflicts in support of the determination of the trial court. (*Citizens Business Bank v. Gevorgian* (2013) 218 Cal.App.4th 602, 613.) We may not reweigh the evidence and are bound by the trial court’s credibility determinations. (*Ibid.*) The substantial evidence standard applies to both express and implied findings of fact made by the trial court in its statement of decision rendered after a court trial. (*Ibid.*) “The testimony of a single witness may be sufficient to constitute substantial evidence.” (*Lui v. City and County of San Francisco* (2012) 211 Cal.App.4th 962, 969.)

Francisco concedes that the substantial evidence standard applies to the factual findings of the trial court, but argues there was “no rational basis” for the trial court to accept Raul Sr.’s version of events. We disagree and, as explained below, conclude that substantial evidence supported the trial court’s judgment.

II. Cause of Action to Cancel the 2008 Quitclaim Deed

As indicated above, the trial court cancelled the 2008 quitclaim deed executed by Francisco because it was premised on the 2008 delegation by Martha of her 1993 power of attorney to Francisco regarding the Merced property, which delegation of attorney-in-fact agency status and concomitant powers the trial court concluded was improper under California law. For ease of reference, this assigned or delegated power of attorney relating to the Merced property is referred to herein as the 2008 power of attorney. Foundationally, the trial court found it was “undisputed” that Raul Sr. was domiciled in California when the 1993 power of attorney was executed. That factual finding, which Francisco does not dispute on appeal, is significant because it meant that the power of attorney was governed by California’s “Power of Attorney Law” found at Probate Code

section 4000 et seq.³ (See § 4052, subd. (b)(1) [California Power of Attorney Law governs if “The principal ... was domiciled in this state when the principal executed the power of attorney.”].)

As the trial court correctly observed, California law permits a delegation of powers by the attorney-in-fact *if* such delegation is of “mechanical” acts. (§ 4205, subd. (a).) That was not the case here and, therefore, we agree with the trial court that the purported delegation by Martha of her broad authority to act as attorney-in-fact with respect to Raul Sr.’s property was beyond the scope of her legal authority.⁴ Contrary to Francisco’s suggestion, Francisco was not performing a purely mechanical function such as the signing of a person’s name at that person’s express direction as an “amanuensis” (see, e.g., *Estate of Stephens* (2002) 28 Cal.4th 665, 671). Rather, as the trial court found and as the quitclaim deed confirms, Francisco plainly signed the 2008 quitclaim deed “on behalf of [Raul Sr.] ... as [Raul Sr.’s] purported ‘attorney in fact.’” Moreover, a purely mechanical act does not entail the exercise of discretion or judgment. (See *Kadota Fig Assn. v. Case-Swayne Co.* (1946) 73 Cal.App.2d 815, 820; *Dingley v. McDonald* (1899) 124 Cal. 682, 685 [under parallel statute, a mechanical act is defined as one that “carries with it no discretionary authority”].) Here, the alleged delegation of a discretionary power of attorney to transfer real estate could not be reasonably characterized as a delegation of a merely mechanical act on Martha’s part. For these reasons, the 2008 power of attorney was not valid and the trial court did not err in cancelling the 2008 quitclaim deed that was based thereon.

³ All further statutory references are to the Probate Code unless otherwise indicated.

⁴ The language of the 1993 power of attorney, while broad, does not appear to expressly grant authority to the attorney-in-fact to delegate to other designees the power of attorney itself or the discretionary powers and responsibilities thereof, that were personally vested in the *named* attorney-in-fact by the principal. Thus, we do not have an issue under section 4101, subdivision (a).

We note the trial court's decision to invalidate the 2008 power of attorney and 2008 quitclaim deed may be affirmed on other, additional grounds as well. Under California law, an attorney-in-fact "has a duty to act solely in the interest of the principal and to avoid conflicts of interest." (§ 4232, subd. (a).) Further, the exercise of authority by an attorney-in-fact is "subject to the attorney-in-fact's fiduciary duties." (§ 4266.) Here, these 2008 transactions were undertaken at a time shortly after Francisco had been evicted from the Merced property by Raul Sr., when the legal interests of Raul Sr. and Francisco were obviously adverse to each other regarding ownership of that property. Martha appeared to have been aware of this and of other such disputes when she took the step of granting the 2008 power of attorney to Francisco. Hence, that delegation would appear to be contrary to Raul Sr.'s position and legal interests concerning the Merced property. And, even assuming hypothetically that the 2008 power of attorney was a valid delegation on Martha's part, Francisco's action as attorney-in-fact of conveying the property to himself, when his interests were directly adverse to Raul Sr., would clearly be impermissible under the above cited provisions of the Probate Code.

Finally, in regard to the 2008 delegation of Martha's powers, Francisco's brief recites a number of provisions of Mexican civil law relating to powers of attorney, arguing in a conclusory fashion that said provisions were applicable and confirm its validity. Since Francisco did not raise these Mexican civil law provisions in the trial court,⁵ and did not argue their applicability with respect to the present issue at that time, we conclude that Francisco's line of argument is forfeited on appeal. Appellate courts generally do not consider a matter presented for the first time on appeal, and we decline to do so here. (*Franz v. Board of Medical Quality Assurance* (1982) 31 Cal.3d 124, 143; *Kaufman & Broad Communities, Inc. v. Performance Plastering, Inc.* (2006) 136

⁵ As the trial court noted in its statement of decision, "the only law cited" or argued in the trial court proceedings was California law relating to powers of attorney.

Cal.App.4th 212, 226; *Feduniak v. California Coastal Com.* (2007) 148 Cal.App.4th 1346, 1381 [failure to raise issue in trial court waives the point on appeal].)

III. Cause of Action to Quiet Title

The trial court addressed the validity of the 2010 quitclaim deeds under the quiet title cause of action. The trial court's holding to invalidate the 2010 quitclaim deeds was based on the following factual findings set forth in its statement of decision: "Although the quitclaim deeds recorded on January 28, 2010 and October 29, 2010 purport to be effective on April 22, 2008, the Court finds that these documents were executed and recorded more than two years after that date. The January 2010 quitclaim deed was signed by [Martha] before a notary public in Mazatlan, Sinaloa, Mexico on June 2, 2009. The October 2010 quitclaim deed, which obviously is an altered version of the December 2008 quitclaim deed, was signed by [Martha] before a notary public in Merced, California on October 19, 2010. There is no credible evidence that these quitclaim deeds were executed prior to the filing of the present action on May 7, 2009 or prior to the date [Raul Sr.] states he orally revoked [Martha's] power of attorney to transfer title to the subject property. Based on the weight of the evidence, [Martha] did not have authority as attorney-in-fact to gratuitously transfer title to the subject property from [Raul Sr.] to [Francisco]."

The trial court's factual findings were based on its observation of the quitclaim deeds themselves, and on reasonable inferences from the testimony of the witnesses concerning the timing of the actions taken by Martha in relation to the underlying dispute concerning the property. The trial court's conclusion that Martha "did not have authority" to make the transfers was evidently based upon the same Probate Code provisions we discussed above, providing that an attorney-in-fact must act in accord with the interests of the principal. (See § 4232, subd. (a) [attorney-in-fact must "act solely in the interest of the principal and to avoid conflicts of interest"; § 4266 [the exercise of authority by an attorney-in-fact is "subject to the attorney-in-fact's fiduciary duties"].)

Francisco's appeal does not address or challenge this aspect of the trial court's decision, at least not that we are able to discern and, in any event, we uphold it since it was supported by substantial evidence.

IV. Other Issues

Francisco contends the quiet title complaint was not verified, because at one point in the trial Raul Sr. apparently denied signing the verification and, therefore, Francisco's motion for judgment on the pleadings should have been granted. In its statement of decision, the trial court rejected this argument. It found that although Raul Sr., who testified that he could not read English, appeared confused on the issue of signing the verification and offered conflicting testimony, he "ultimately did affirm that he signed the verification"; therefore, the trial court held that "the Complaint *was* verified." (Italics added.) We discern no error. It was clearly within the trial court's prerogative to resolve Raul Sr.'s conflicting testimony on that issue, and the trial court is correct that Raul Sr. ultimately did acknowledge that he signed the verification.

Finally, Francisco's appeal emphasizes there was *other* evidence at trial that allegedly favored his position in the case, including that Francisco made repairs and improvements to the Merced property, performed work there, lived there and paid expenses. Francisco also pointed to the testimony that he was in a 50/50 partnership with Raul Jr. While these facts and circumstances may indeed be favorable to Francisco's claims, it is not our role as the appellate court to retry the case, reweigh evidence or reach our own conclusion as to the credibility of witnesses. Rather, as indicated at the outset, our task begins and ends with whether the findings of the trial court were supported by substantial evidence. Since, as explained herein, the findings of the trial court were adequately supported by substantial evidence in the record, we affirm the judgment of the trial court.

DISPOSITION

The judgment of the trial court is affirmed. The parties shall bear their own costs on appeal.

KANE, Acting P.J.

WE CONCUR:

POOCHIGIAN, J.

FRANSON, J.