

ANGELS GUN CLUB, INC. v TRYON, et al.

24CV47497

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Before the Court is a motion for summary judgment filed by Plaintiff Angels Gun Club, Inc. ("Gun Club") against Defendants Thomas M. Tryon, individually and as trustee of the Thomas M. Tyron and Denise E. Tryon Family Trust UDT dated October 12, 2000 ("Trust"), Denise E. Tryon as trustee of the Trust, John C. Tryon, individually and as trustee of the 1991 Tryon Trust and Elizabeth Pease Tryon, trustee of the 1991 Tryon Trust and Mary E. Tryon (collectively, "Defendants").

The Court grants Defendants' Request for Judicial Notice.

I. Factual Background

This case involves a lengthy land dispute. The instant matter is just one of several lawsuits that have taken place between Gun Club and Defendants. In the current case, Gun Club seeks to quiet title to real property known as "Adjusted Lot 1" ("Property") located in Calaveras County. (Plaintiff's UMF ("PUMF") 1.) There is no dispute as to the legal definition of the Property. (PUMF 2.)

As has been hashed out in multiple rulings by this Court, on or about September 5, 1984, Harold Dillashaw (as president of the Gun Club and on behalf of Gun Club) entered into a Land Swap Agreement ("Agreement") with Lucy Tryon, Thomas Tryon, John Tryon and Mary Tryon (PUMF 3, 4.) Nearly thirty years later, the Agreement was officially recorded on March 21, 2022. (PUMF 3, Ex. 2.)

The Agreement specified that the Gun Club was "in the process of purchasing property called the Tracy Quartz Mine, identified as Parcels B, D, and E, on Exhibit A of the Agreement. (PUMF 5.) The Agreement also specified that the Tryons were the owners of other property identified on that exhibit as Parcels A and C. (*Ibid.*) The Agreement provided that "thereafter and simultaneously" with Gun Club's purchase of the Tracy Quartz Mine, Gun Club would deed Parcels D and E to the Tryons and that the Tryons would deed Parcels A and C to Gun Club. (PUMF 6.) The Agreement further provided that "any rights" either side has in the property deeded to the other side "are hereby extinguished" (PUMF 7) and that the Agreement was binding on heirs and successors. (PUMF 8.) The Agreement stated that the Tryons would be allowed to continue using Parcels A and C for various purposes, including cattle grazing.

On or about June 12, 1987, Gun Club recorded a Quitclaim Deed granting title to the Tracy Quartz Mine to Gun Club. (PUMF 9, Ex. 3.) The parties dispute what happened next. Gun Club asserts that after Gun Club took possession of the Tracy Quartz Mine, the Tryons gave Gun Club possession of Parcels A and C, and Gun Club accepted possession of those parcels. (PUMF 10.) The Defendants, on the other hand, assert that Parcel A has never been transferred to the Gun Club by deed and that Tryon family has retained ownership and control over Parcel A, including grazing cattle. (Defendant's Response PUMF 10.) Gun Club asserts that over the past 35 years it has acted as the owner of Parcel A (PUMF 11.). Defendants dispute this assertion and point out that they have paid taxes on Parcel A and Gun Club has never paid taxes on either Parcel A or Parcel C. (Defendant's UMF ("DUMF") 18, 19.)

It is undisputed that neither party ever recorded any official document purporting to change ownership of Parcels A, C, D or E. (PUMF 16.) In May 2004, Thomas Tryon appeared at a Gun Club Board of Directors meeting and stated that his family had no objection to having the deeds agreed upon in the Agreement made up and filed with the County. (PUMF 17.) However, several years later, Thomas Tryon notified Gun Club that his family would not be signing any deeds transferring Parcels A and C to Gun Club. (PUMF 18.) Then, in 2022, Thomas Tryon reiterated some type of intention to proceed with the Agreement, though what exactly was intended is disputed. (PUMF 19.)

In or about August 2022, Thomas Tryon joined with Gun Club in submitting a Lot Line Adjustment Application to the Calaveras County Surveyor to pin down the location and legal descriptions of the boundaries of the properties the parties had agreed to exchange pursuant to the Agreement. (PUMF 20, Ex. 4.) Afterwards, Gun Club hired a surveyor to survey the various parcels. (PUMF 21.) Then, in late 2022, Gun Club engaged Placer Title Company to prepare the reciprocal grant deeds called for in the Agreement, using the formal legal descriptions of the properties that had been drafted by the surveyor. (PUMF 22.) The Gun Club thereafter signed the grant deed transferring title to Parcels D and E to the Tryons but the Tryons did not sign the grant deed transferring title to Parcels A and C to Gun Club. (PUMF 23, Exs. 5, 6.) Once again, neither party recorded any deed in the official records.

In November 2023, Thomas Tryon appeared at a Gun Club Board of Directors meeting and announced that his family would not sign the grant deed transferring title to Parcels A and C to Gun Club. (PUMF 24.) Thereafter, Gun Club filed a notice of *lis pendens* and recorded the same in the official records on July 19, 2024. (PUMF 25.)

II. Procedural Background

Defendant Thomas Tryon originally filed a complaint against the Gun Club on February 2, 2017, regarding the Gun Club's contamination of the Tryon property ("2017 Action").

(DUMF 26.) On January 15, 2019, the Gun Club filed a cross-complaint seeking to quiet title to the same property that is the subject of the instant action. (DUMF 27.)

On June 12, 2020, the Court granted Gun Club's motion to file a third-amended cross-complaint ("TACC") in order to remove the causes of action for quiet title. In the TACC, Gun Club dismissed the two quiet title causes of action and alleged a breach of contract claim regarding the Agreement and sought the same relief as the dismissed quiet title causes of action claim. (DUMF 30.)

Thereafter, on August 7, 2022, Thomas Tryon dismissed the underlying complaint in the 2017 Action. (DUMF 31.) On January 22, 2023, Gun Club filed a Fourth Amended Cross-Complaint ("FACC") adding four new defendants (Denise Tryon, John Tryon, Elizabeth Tryon and Mary Tryon). (DUMF 32.) The FACC maintained the same causes of action and did not seek to add back in a cause of action to quiet title. (DUMF 33.)

On March 29, 2024, Gun Club moved for leave to file a fifth amended complaint to re-add the cause of action for quiet title. On April 19, 2024, the Court denied Gun Club's motion and stated:

Cross-Complainant's current effort to restore cause of action for Quiet Title is unnecessary and from this Court's perspective reflects excessive pleading practice, as Cross-complainant is now seeking to come full circle and reinstate cause of action that the very same party previously formally brought before this Court to delete.

The Court further stated that adding the quiet title action back in was unnecessary because "The existing pleadings put at issue equitable, title, legal, and beneficial interests in the parties' property, and seek the right to formal legal title." (DUMF 36.)

On May 17, 2024, the Court ruled on the Tryon's demurrer and motion for judgment on the pleadings and determined that the statute of limitations barred the breach of contract cause of action as against the newly added defendants. (DUMF 34.) At that time, the Court also held that the statute of limitations did not apply to Thomas Tryon under the doctrine of equitable tolling based upon his filing the initial complaint. (DUMF 35.)

On June 28, 2024, this court denied the Gun Club's request to specially set a trial on the Fourth Cause of Action prior to the expiration of five years after the filing of the Cross-complaint. (DUMF 37.) On July 18, 2024, Gun Club dismissed the remaining causes of action in the FACC and on that same day filed the instant action attempting to renew its claim for quiet title action based upon the alleged breach of the Agreement. (DUMF 38, 39.)

III. Legal Standard

Summary judgment is proper when there are no triable issues of material fact, and the moving party is entitled to a judgment as a matter of law. (Code Civ. Proc., § 437c(c).)

As the moving plaintiff, Gun Club must prove each element of the cause of action entitling it to judgment and that there is, therefore, no defense to that cause of action. (Cal. Code Civ. Proc. § 437c(p)(1).) If Gun Club can meet this burden, then the burden shifts to the Defendants “to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (*Ibid.*) In ruling on a motion for summary judgment, the court must view the evidence in the light most favorable to the opposing party. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849-850.)

IV. Legal Analysis

The elements of an action to quiet title are: 1) the plaintiff is the owner and in possession of the land and 2) the defendant claims an interest therein adverse to the plaintiff. (*South Shore Land Co. v. Petersen* (1964) 226 Cal.App.2d 725, 740.) Gun Club acknowledges that it does not have legal or formal ownership of Parcels A and C. Rather, it seeks quiet title to Parcels A and C as an equitable and/or contractual right arising out of the promises made in the Agreement.¹

As it is unclear how Gun Club establishes ownership of Parcels A and C, it is questionable whether Plaintiff has even met its burden of showing that it has met the elements of its sole cause of action against Defendants. However, even if Gun Club arguably has done so, it has not established that there are no issues of material fact with regards to the many defenses raised by Defendants.

¹ Plaintiff does not argue that it has ownership rights through adverse possession, nor could it. In order to claim ownership via adverse possession, the Plaintiff would have to show that it paid taxes on the Parcels A and C during the statutory period. (*California Maryland Funding, Inc. v. Lowe* (1995), 37 Cal.App.4th 1798, 1803.) There is no dispute that Gun Club has never paid the taxes on Parcels A or C. (DUMF ¶¶ 19, 20.)

A. Statute of Limitations

Gun Club's basis for any ownership rights to Parcels A and C arise from the Agreement which was entered into in 1984. Defendants argue that, at the very least, there remain genuine issues of material fact as to whether Gun Club's claims are barred by the statute of limitations. There is a four-year statute of limitations for breach of contract. (Cal. Code Civ. Proc. § 337.) This statute of limitations ordinarily begins to run from the time of the breach. (*McCaskey v. California State Automobile Assoc* (2010) 189 Cal.App.4th 947, 958.) In order to "pinpoint the time of an alleged breach for purposes of the statute of limitations, it is necessary to establish what it was the defendant promised to do, or refrain from doing, and *when its conduct diverged* from that promise. (*Ibid.*)

The Agreement required Defendants to "thereafter and simultaneously" transfer Parcels A and C at the time Gun Club acquired the Tracy Quartz Mine, which occurred on or about June 12, 1987. (UMF 9.) Thus, pursuant to the terms of the Agreement, Defendants had a contractual obligation to transfer Parcels A and C to Gun Club sometime after June 12, 1987, at the same time Gun Club had the contractual obligation to transfer Parcels D and E to Defendants. Neither party did so. There does not appear to be any dispute that Gun Club knew it had obtained the rights to the Tracy Quartz Mine on or about June 12, 1987. While the Agreement did not contain a deadline by which the Defendants were to transfer Parcels A and C, it is implied in every contract that lacks specific time, that the contract will be performed in a "reasonable time." (Cal. Civ. Code § 1657.) However, Gun Club does not appear to have done anything about the Defendants purported breach until 2004 when it brought the lack of deeds to the attention of Thomas Tryon. (UMF 17.) Thereafter nothing much was done again until 2022. (UMF 20, 21, 22.)

There is at the least a question of material fact as to whether Gun Club's claim to title, which is based on the 1984 Agreement, is barred by the statute of limitations.

B. Collateral Estoppel

Defendants argue that the quiet title claim against them is barred by the doctrine of collateral estoppel.

Collateral estoppel, or issue preclusion, prevents a party from relitigating issues that were previously decided even where the second lawsuit raises different causes of action. (*DKN Holdings LLC v. Faerber* (2015) 61 Cal.4th 813, 824.) "Under California law, 'issue preclusion applies (1) after final adjudication (2) of an identical issue (3) actually litigated and necessarily decided in the first suit and (4) asserted against one

who was a party in the first suit or one in privity with that party.” (*Kemper v. County of San Diego* (2015) 242 Cal.App.4th 1075, 1088 [citation omitted].) A party not named in the first suit can raise issue preclusion in a subsequent action. (*Id.*)

Here, Defendants have at least raised a question of material fact as to whether the claims against them are barred by collateral estoppel. Specifically, in the 2017 Action, this Court found that the Gun Club’s claims to the land at issue arose out of the 1984 Agreement, however the claims were actually titled. It further found that, at least as to Denise Tryon, John Tryon, Elizabeth Tryon and Mary Tryon, the claims based on the Agreement was barred by the four year statute of limitations. (RJN Ex. G.) As to Thomas Tryon, the Court had previously held that the statute of limitations did not apply to him under equitable tolling because Thomas had filed the initial complaint. (RJN Ex. G.) Now however, the Agreement is once again providing the basis for Defendants’ assertion of ownership and there is at least a question of fact as to whether that claim is barred by the doctrine of collateral estoppel as untimely.

C. Doctrine of Laches

Laches is an equitable defense comprised of two elements: unreasonable delay in alleging an equitable right, and 2) either the plaintiff’s acquiescence to defendant’s conduct or prejudice to the defendant caused by the delay. (*Johnson v. City of Loma Linda* (2000) 24 Cal.4th 61, 68.) It “remains an available defense to a compliant in situations where the statute of limitations has not run and the defendant will suffer prejudice if the action goes forward.” (*Transwestern Pipeline Co. v. Monsanto Co.* (1996) 46 Cal.App.4th 502, 520.) “In practice, laches is defined as an unreasonable delay in asserting an equitable right, causing prejudice to an adverse party such as to render the granting of relief to the other party inequitable.” (*Piscioneri v. City of Ontario* (2002) 95 Cal.App.4th 1037, 1046.) The doctrine is applicable in quiet title actions. (*Ying Huang v. Wells Fargo Bank* (2020) 48 Cal.App.5th 431, 441. “[i]n a quiet title action, the ‘party in possession runs the risk that the doctrine of laches will bar his action to quiet title if his delay in bringing action has prejudiced the claimant.’” [citations omitted].)

Delay is measured from the time plaintiff knew of the alleged claim to the time suit was commenced. (*Johnson, supra* 24 Cal.4th at 68.) Defendants have presented undisputed evidence that the Agreement was signed in 1984, and that Gun Club did nothing to enforce its purported rights to Parcels A and C until 2004. (UMF 17.) It then again did nothing until 2022. (UMF 19, 20, 21.) Thereafter, it is undisputed that Gun Club filed two cross-complaints against Defendants in the 2017 Action which alleged claims for quiet title, but voluntarily retracted those claims. (Def UMF 28-30.) Thus, at a bare minimum there is a question of fact as to the unreasonableness of the delay in bringing yet another cause of action for quiet title against Defendants.

Defendants have also submitted evidence that at least raises an issue of material fact as to whether Gun Club acquiesced to Defendants' continued record-ownership and use of Parcels A and C. Gun Club waited until 2022 to take steps to have the properties surveyed and the grant deeds drafted. (UMF 22.) For the intervening thirty-plus years, Gun Club did not pay taxes on either Parcel A or C. (Def. UMF 18, 19.) Defendants have also submitted evidence showing that Gun Club must have been aware that it did not own Parcels A and C because Gun Club has did not remediate the lead contamination on those parcels, but has done so on its own parcels. (Def. UMF 23.) Thus, there are issues of material fact with regards to the defense of laches which preclude summary judgment.

V. Evidentiary Rulings

Defendants objected to declarations filed with the Plaintiff's motion and reply. However, none of these declarations were material to the disposition of the motion, and accordingly the Court does not rule on any of Plaintiffs' evidentiary objections to evidence. (Code Civ. Proc. §437(q).)

VI. Conclusion

For all the foregoing reasons, Plaintiff Gun Club's motion for summary judgment is **DENIED**.

The Clerk shall provide notice of this Ruling to the parties forthwith. Defendants to prepare a formal Order complying with Rule of Court 3.1312 in conformity with this Ruling.