NOT FOR PUBLICATION

FILED

JUN 17 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

In the matter of: ASHLEY SUSAN AARONS, DBA Coffee Dog Entertainment, Debtor. _____ JULIUS AARONS, as Trustee of the Aarons 1991 Living Trust dated 5/16/1991 as amended and restated 9/28/2001, Appellant, v. PATCH OF LAND LENDING, LLC, a Delaware limited liability company, FCI LENDER SERVICES, INC., CALIFORNIA TD SPECIALISTS, and VERSUS RESIDENTIAL LOANCO, LLC, Appellees.	No. 23-2555 D.C. No. 2:22-cv-06447-JLS MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Josephine L. Staton, District Judge, Presiding

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

Submitted June 12, 2025[**]
Pasadena, California

Before: CLIFTON, BYBEE, and FORREST, Circuit Judges.

Plaintiff-Appellant Julius Aarons appeals from the district court's decision affirming the bankruptcy court's dismissal of his First Amended Complaint (FAC) against Defendants-Appellees Patch of Land Lending, LLC; FCI Lender Services, Inc.; California TD Specialists; and Verus Residential LoanCo, LLC (collectively, Patch of Land) without leave to amend. We affirm.

"We review de novo a district court's decision on appeal from a bankruptcy court." *In re PG&E Corp.*, 46 F.4th 1047, 1052 (9th Cir. 2022). We also "review *de novo* dismissals for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6)." *Rubke v. Capitol Bancorp Ltd.*, 551 F.3d 1156, 1161 (9th Cir. 2009). "We review the denial of leave to amend for an abuse of discretion, but we review the futility of amendment de novo." *Cohen v. ConAgra Brands, Inc.*, 16 F.4th 1283, 1287 (9th Cir. 2021).

1. **Wrongful Foreclosure.** Aarons first challenges the dismissal of his common-law wrongful-foreclosure claim. To prevail on this claim, Aarons must allege, among other things, "that the trustee has caused 'an illegal, fraudulent, or

[**] The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

wil[l]fully oppressive sale' under the power of sale in a deed of trust." *Reeder v. Specialized Loan Servicing LLC*, 266 Cal. Rptr. 3d 578, 586 (Ct. App. 2020). California courts have recognized that a junior lienholder does not state a claim for wrongful foreclosure merely on the ground that the foreclosure sale was insufficient to satisfy the junior lien amount. *See Friery v. Sutter Buttes Sav. Bank*, 72 Cal. Rptr. 2d 32, 35–38 (Ct. App. 1998); *Bank of Seoul & Trust Co. v. Marcione*, 244 Cal. Rptr. 1, 3–4 (Ct. App. 1988). The FAC does not plausibly allege any of the circumstances that would support a wrongful-foreclosure claim. *See Friery*, 72 Cal. Rptr. 2d at 35–38; *Bank of Seoul*, 244 Cal. Rptr. at 3–4. Aarons's argument that he had a partnership with Ashley Susan Aarons (Debtor) similarly does not establish that Patch of Land violated any duty it owed to Aarons during the foreclosure sale. And although Aarons is correct that Debtor's Chapter 11 Bankruptcy Plan bound all creditors, the Plan plainly did not guarantee payment for each creditor. Accordingly, Aarons failed to state a claim for wrongful foreclosure.

2. **Default Cure.** Aarons next argues that he is entitled to relief under California Civil Code § 2924c. Under this statute, a debtor or junior lienholder may cure a default by offering to pay "the entire amount due [on the loan], at the time payment is tendered." Cal. Civ. Code § 2924c(a)(1). Such an offer must be unconditional. *See Turner v. Seterus, Inc.*, 238 Cal. Rptr. 3d 528, 541 (Ct. App. 2018); *Nguyen v. Calhoun*, 129 Cal. Rptr. 2d 436, 445–46 (Ct. App. 2003). While

Aarons alleges that he made two tender offers, neither was unconditional. Aarons therefore failed to state a claim under § 2924c.

3. **Due Process.** Aarons also argues that he was denied due process because he was not informed about a Florida district court order related to Debtor's bankruptcy proceedings. We are not persuaded that due process required that he be informed or that Patch of Land was liable for any violation of such right. He has not cited any authority to establish such a due process right. Similarly, Aarons argues that the foreclosure sale was in contempt of the Florida court order, but he fails to cite any legal authority to support this conclusory argument, and we are not persuaded by the argument.

4. **Leave to Amend.** Finally, Aarons challenges the bankruptcy court's denial of leave to amend. Granting leave to amend is not warranted when the proposed amendment would not save the plaintiff's complaint. *Chinatown Neighborhood Ass'n v. Harris*, 794 F.3d 1136, 1144 (9th Cir. 2015). The district court applied the correct legal standards and properly concluded that Aarons failed to "articulate[] any manner in which he could have amended the FAC to state a claim upon which relief could be granted." *In re Aarons*, 695 F. Supp. 3d 1162, 1174 (C.D. Cal. 2023). For the reasons discussed above, Aarons's proposed amendments on

appeal are futile.[1] Thus, dismissal without leave to amend was proper.

AFFIRMED.

[1]Aarons forfeited his remaining arguments by failing to raise them to the district court, *see Whittaker Corp. v. Execuair Corp.*, 953 F.2d 510, 515 (9th Cir. 1992), and by failing to raise them in his opening brief to this court, *see Barnes v. FAA*, 865 F.3d 1266, 1271 n.3 (9th Cir. 2017).