UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Alexander Group, LLC v. Comerica Bank

Alexander Group · No. 25-cv-00044-WHO · Decided January 7, 2026

SUMMARY

The court grants Comerica Bank's motion for summary judgment in a dispute over whether Alexander Group, LLC's commercial real estate loan was subject to acceleration. The court holds that the loan documents unambiguously required repayment when an affiliated borrower refinanced its loan, and further concludes that untimely payments and failures to provide financial information independently warranted acceleration. The court rejects Comerica's unclean-hands argument as a basis for relief.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	William H. Orrick
JURISDICTION	United States District Court for the Northern District of California
DECIDED	January 7, 2026
DOCKET	25-cv-00044-WHO
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought declaratory relief concerning whether Comerica Bank could accelerate a commercial real-estate loan. After removal to federal court, Comerica moved for summary judgment on its right to accelerate and alternatively sought leave to supplement its answer to assert unclean hands.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court viewed reasonable factual inferences in favor of the nonmovant but noted that conclusory or speculative testimony is insufficient to create a genuine dispute.
PRECEDENTIAL VALUE	unpublished

TOPICS

summary judgment · contract interpretation · parol evidence rule · breach of contract · commercial litigation

PRACTICE AREAS

contract law · commercial lending · civil procedure · real property remedies

QUESTIONS PRESENTED

1. Whether the loan agreements were integrated and whether extrinsic evidence could establish an ambiguity in the coterminous-payment provision.
2. Whether Blue River's refinancing triggered the coterminous-payment provision and authorized acceleration of the Alexander Loan.
3. Whether Alexander Group's untimely loan payments independently triggered the contractual acceleration provision.
4. Whether Alexander Group's late financial statements and tax returns independently constituted defaults authorizing acceleration.
5. Whether Comerica's alternative motion for leave to assert an unclean-hands defense should be granted.

HOLDINGS

1. The loan documents were integrated and the coterminous-payment provision was unambiguous; Alexander Group's subjective understanding and extrinsic evidence could not vary its clear terms.
2. Blue River's refinancing triggered the coterminous-payment provision, and Comerica was entitled to accelerate the Alexander Loan.
3. Alexander Group's untimely August and September 2025 payments independently constituted defaults warranting acceleration; the court also treated the alleged October violation as an additional contractual breach.
4. Alexander Group's failure to timely provide required corporate financial statements and personal tax returns constituted defaults independently authorizing acceleration.
5. The alternative motion for leave to file a supplemental answer asserting unclean hands was denied as moot because Comerica prevailed on summary judgment.

KEY QUOTATIONS

> *"But the loan documents in question are unambiguous. Alexander Group triggered acceleration of payment by failing to adhere to the loan's requirements. Comerica's motion for summary judgment is GRANTED."* (at 2)

> *"The parol evidence rule prohibits the introduction of oral or written evidence to vary or contradict the terms of an integrated written contract."* (at 16-17)

> *"Accordingly, to accelerate a defaulted loan, California law simply requires showing that the "right to accelerate . . . [is] clear and unequivocal" in the contract, and that there is "[no] reasonable doubt as to the meaning of the terms employed.""* (at 22)

FACTUAL BACKGROUND

Alexander Group borrowed money from Comerica secured by a deed of trust on a Hayward, California property, with Blue River Seafood serving as a guarantor and the source of rental payments used to service the loan. The parties later amended the loan documents, including adding a coterminous-payment provision requiring repayment or refinancing of the Alexander Loan if the related Blue River loan was refinanced or terminated before payment in full. Blue River refinanced its Comerica obligations in 2024, while Alexander Group also submitted required financial information and tax returns late and made late loan payments in August and September 2025. Comerica accelerated the Alexander Loan, and the court concluded that each of these breaches independently triggered the contractual acceleration provision.

PROCEDURAL HISTORY

Alexander Group filed a declaratory-relief complaint in Alameda County Superior Court on November 5, 2024. The action proceeded in the Northern District of California, where Comerica moved for summary judgment and, alternatively, for leave to file a supplemental answer asserting unclean hands. Following briefing and oral argument, the court granted summary judgment for Comerica, denied the alternative motion as moot, and directed the Clerk to enter judgment.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Anderson v. Liberty Lobby, 477 U.S. 242, 255, 257 (1986)
- Thornhill Publ’g Co., Inc. v. GTE Corp., 594 F.2d 730, 738 (9th Cir.)
- Traumann v. Southland Corp., 842 F. Supp. 386, 390 (N.D. Cal.)
- Masterson v. Sine, 68 Cal. 2d 222 (1968)
- Gerdlund v. Electronic Dispensers Int’l, 190 Cal. App. 3d 263 (1987)
- FPI Development, Inc. v. Nakashima, 231 Cal. App. 3d 367, 392 n.12 (1991)
- Slivinsky v. Watkins-Johnson Co., 221 Cal. App. 3d 799 (1990)
- San Diego Gas & Elec. Co. v. Canadian Hunter Mktg. Ltd., 132 F.3d 1303, 1307 (9th Cir.)
- Walker v. Countrywide Home Loans, Inc., 98 Cal. App. 4th 1158, 1173 (2002)
- Garcia v. Fed. Home Loan Mortg. Corp., No. 1:12-cv-00397-AWI-BAM, 2012 WL 3756307, at *4 (E.D. Cal. Aug. 28, 2012)
- Brown v. AVEMCO Investment Company, 603 F.2d 1367, 1376 (9th Cir.)
- Freeman v. Lind, 181 Cal. App. 3d 791, 794-95, 798, 807 (1986)
- In re Crystal Properties, Ltd., L.P., 268 F.3d 743, 751 (9th Cir.)
- First Bank Inv’rs Trust v. Tarkio Coll., 129 F.3d 471, 475 (8th Cir.)