

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Chalmers v. Cayne

No. 25-cv-05083-JSC (N.D. Cal. Oct. 3, 2025) · No. 25-cv-05083-JSC · Decided October 3, 2025

OPINION

Chalmers v. Cayne

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 CAITLIN CHALMERS, Case No. 25-cv-05083-JSC 8 Plaintiff,

ORDER RE: DEFENDANT’S MOTION

9 v. FOR JUDGMENT ON THE

PLEADINGS

10 BRIAN CAYNE,

Re: Dkt. No. 10 Defendant. 11 12 13 Plaintiff sues Brian Cayne arising from the dissolution of
their romantic relationship. (Dkt.

14 No. 1-1.)¹ Now pending before the Court is Mr. Cayne’s motion for judgment on the pleadings.
15 (Dkt. No. 10.) Having carefully considered the parties’ submissions, and with the benefit of
oral 16 argument on October 2, 2025, the Court GRANTS Mr. Cayne’s motion for judgment on
the 17 pleadings. California Civil Code Sections 43.4 and 43.5 bar Plaintiff’s claims for breach of
18 contract, breach of implied contract, fraud, promissory estoppel, and negligent
misrepresentation. 19 Plaintiff does not allege sufficient facts to state claims for dissolution of
partnership and 20 community assets, breach of fiduciary duty, intentional infliction of emotional
distress, or 21 conversion. And Plaintiff’s claim for imposition of constructive trust fails because it
is an 22 equitable remedy, not a cause of action.

23 BACKGROUND

24 Plaintiff, a Canadian citizen, and Mr. Cayne, a California resident, began a romantic 25
relationship in fall 2021. (Dkt. No. 1-1 ¶¶ 3, 5, 6.) At that time, Plaintiff lived with her two-year-
26 old son in California and earned approximately \$300,000 annually in her job. (Id. ¶ 6.) Plaintiff
27 1 alleges Mr. Cayne asked her to give up her homes in California and Canada to live with him,
and 2 to leave her job to be a stay-at-home parent to her son and his son. (Id. ¶ 8.) In return, Mr.
Cayne 3 allegedly promised Plaintiff he would support her “indefinitely,” purchase a home they
would 4 jointly own, share ownership and profits of any future investments, and allow her to “use
whatever 5 funds she needed for anything she wanted.” (Id. ¶¶ 8, 20.) When Plaintiff hesitated,

Mr. Cayne 6 “assured [Plaintiff] he loved her, that he wanted to marry her, and that she could trust him about 7 the financial arrangement he was offering.” (Id. ¶ 8.) As assurance Mr. Cayne was “standing by 8 his promises,” he placed \$100,000 in her bank account. (Id.) 9 By around March 2022, Plaintiff had sold her home in Canada, given up her apartment in 10 California, left her job, “got rid of most of her belongings,” and moved in with Mr. Cayne. (Id. ¶ 11 9.) Plaintiff and Mr. Cayne “were engaged and he gave her an engagement ring.” (Id.) Plaintiff 12 alleges Mr. Cayne’s behavior then “turned dark and controlling.” (Id. ¶ 10.) Although Plaintiff 13 needed rest because she was undergoing cancer treatment, Mr. Cayne would wake her up in the 14 middle of the night and “berate her and tell her that she was selfish if she protested.” (Id.) Mr. 15 Cayne pressured her to drink, allowed her car to be towed and told her not to retrieve it, got upset 16 if she left home without him, did not want her to speak to her friends, and searched her phone. 17 (Id.) Eventually, Mr. Cayne decided to purchase a home in Canada; he sent Plaintiff and her son 18 to Canada, where he “was to arrive shortly thereafter.” (Id. ¶ 11.) However, around July 27, 19 2022, Mr. Cayne informed Plaintiff “he was breaking off the relationship.” (Id. ¶¶ 11, 19.) 20 Plaintiff sued Mr. Cayne in California Superior Court asserting claims for breach of oral 21 contracts for property and support, breach of implied contract, dissolution of partnership and 22 community assets, breach of fiduciary duty, fraud, promissory estoppel, negligent 23 misrepresentation, intentional infliction of emotional distress, conversion, and imposition of 24 constructive trust. (Id. at 9-28.) Plaintiff sought at least \$500,000 in general damages, at least 25 \$8,000,000 in special damages, exemplary and punitive damages, and other relief. (Id. at 28-29.) 26 Mr. Cayne removed the case to this Court based on diversity jurisdiction and answered the 27 1 complaint.² (Dkt. Nos. 1, 3.) 2 Mr. Cayne now moves for judgment on the pleadings. (Dkt. No. 10.)

3 DISCUSSION

4 “After the pleadings are closed—but early enough not to delay trial—a party may move for 5 judgment on the pleadings.” Fed. R. Civ. P. 12(c). “Judgment on the pleadings is proper when 6 the moving party clearly establishes on the face of the pleadings that no material issue of fact 7 remains to be resolved and that it is entitled to judgment as a matter of law.” *Hal Roach Studios, 8 Inc. v. Richard Feiner & Co., Inc.*, 896 F.2d 1542, 1550 (9th Cir. 1989) (citation omitted). “A 9 motion for judgment on the pleadings under Rule 12(c) is subject to the same standard as a Rule 10 12(b)(6) motion to dismiss.” *Kawasaki Jukogyo Kabushiki Kaisha v. Rorze Corp.*, 782 F. Supp. 11 3d 836, 850 (N.D. Cal. 2025) (citing *Dworkin v. Hustler Mag., Inc.*, 867 F.2d 1188, 1192 (9th Cir. 12 1989)). So, when considering a motion under Federal Rule of Civil Procedure 12(c), the Court 13 “must accept the facts as pled by the nonmovant.” *Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., 14 Inc.*, 637 F.3d 1047, 1053 (9th Cir. 2011) (citation omitted).

15 I. BREACH OF ORAL CONTRACTS FOR PROPERTY AND SUPPORT, BREACH
OF IMPLIED CONTRACT, FRAUD, PROMISSORY ESTOPPEL, AND
16 NEGLIGENT MIS REPRESENTATION (CAUSES OF ACTION I, II, III, VI, VII,
AND VIII)

17 A. California Civil Code Sections 43.4 and 43.5 18 At common law, a breach of promise of marriage action “held out the promise of ‘a large 19 assortment of tort and contract damages’ in addition to any actual property with which the plaintiff 20 may have parted.” See *Askew v. Askew*, 22 Cal. App. 4th 942, 960 (1994). However, “to 21 eliminate [this] class of lawsuits which were frequently used for extortion, [and] which promoted 22 fraud and perjury and encouraged marriages motivated by fear of a lawsuit instead of love,” the 23 California Legislature enacted Civil Code Section 43.5. See *Boyd v. Boyd*, 228 Cal. App. 2d 374, 24 377 (1964). Under Section 43.5, “[n]o cause of action arises for . . . breach of promise of 25 marriage.” Cal. Civ. Code § 43.5(d). While Section 43.5 “obviously prohibited (and still 26 27 2 While the complaint alleges Mr. Cayne is a California resident, his declaration in support of 1 prohibits) lawsuits seeking contract damages for the emotional pain of a broken engagement,” it 2 remained unclear “whether it also prohibited tort lawsuits based on fraudulent or deceitful 3 promises to marry or live as a married couple.” *Askew*, 22 Cal. App. 4th at 954. So, the 4 California Legislature enacted Section 43.4, which states, “A fraudulent promise to marry or 5 cohabit after marriage does not give rise to a cause of action for damages.” Cal. Civ. Code § 43.4.

6 Sections 43.4 and 43.5 bar Plaintiff’s claims for breach of oral contract for property and 7 support, breach of implied contract, promissory estoppel, fraud, and negligent misrepresentation. 8 First, by eliminating causes of action for “breach of promise of marriage,” Section 43.5 expressly 9 prevents Plaintiff’s breach of oral contract and breach of implied contract claims. See *Askew*, 22 10 Cal. App. 4th at 954. Plaintiff alleges Mr. Cayne induced her to give up her home and belongings 11 and leave her job by “assur[ing] her that he loved her, that he wanted to marry her, and that she 12 could trust him about the financial arrangement he was offering,” and when she moved in with Mr. 13 Cayne, they “were engaged and [he] gave her an engagement ring.” (Dkt. No. 1-1 ¶¶ 8-9.) Mr. 14 Cayne’s breach of a “commitment of economic support” falls within the scope of Section 43.5’s 15 prohibition. See *Boyd*, 228 Cal. App. 2d at 378. Furthermore, as “a subset of a theory of recovery 16 based on a breach of contract,” Plaintiff’s promissory estoppel claim is also barred by Section 17 43.5. See *Estate of Bride by and through Bride v. Yolo Techs., Inc.*, 112 F.4th 1168, 1177-78 (9th 18 Cir. 2024) (quotation marks and citation omitted).

19 Section 43.4 bars Plaintiff’s fraud and negligent misrepresentation claims. Plaintiff alleges 20 Mr. Cayne promised to “share real estate, purchase a luxury vehicle and support her through 21 retirement” and “falsely represented” he would fulfill such promises, with which he never 22 intended to comply. (Dkt. No. 1-1 ¶¶ 47, 51, 68.) Because shared property and financial support 23 are a “mutual assumption of [] marital rights, duties and obligations which are usually manifested 24 by married people,” Section 43.4 prevents Mr. Cayne’s promises from providing the basis for a 25 fraud or negligent misrepresentation claim. See *Boyd*, 228 Cal. App. 2d at 381 (explaining Section 26 43.4 “abolish[es] suits based upon a fraudulent promise to cohabit after marriage” because it is a 27 “mutual assumption” of marriage); see also *In re Marriage of*

Buckley, 133 Cal. App. 3d 927, 933 1 prohibited by Civil Code section 43.4.”). 2 Plaintiff’s argument her agreement with Mr. Cayne did not depend on a promise of 3 marriage is unavailing. First, drawing all reasonable inferences from the complaint’s allegations 4 in Plaintiff’s favor, the agreement was not independent of Mr. Cayne’s promise to marry her, since 5 Plaintiff admits Mr. Cayne alleviated her hesitations by “assur[ing] her . . . that he wanted to 6 marry her,” and she moved in around when they became engaged. (Dkt. No. 1-1 ¶¶ 8-9.) See 7 *Richelle L. v. Roman Catholic Archbishop*, 106 Cal. App. 4th 257, 267 (2003) (“The statute 8 creates a blanket immunization from liability from the conduct it protects unless such conduct 9 ‘breaches a duty of care independent of the causes of action barred therein.’” (citation omitted)). 10 Furthermore, as the court explained in *Boyd v. Boyd*, 228 Cal. App. 2d 374 (1964), marriage 11 “comprehends an array of interrelated commitments and expectations,” including “mutual 12 affection, companionship, sexual relations[,] the traditional distribution of domestic activities 13 [and] [t]he notion of financial support,” and Section 43.5 encompasses any “lawsuits in which one 14 party or the other seeks financial compensation for loss of this group of expectations and 15 commitments.” *Id.* at 378. Because Plaintiff seeks damages for loss of “commitments and 16 expectations” traditionally accompanying marriage, including financial support and shared 17 property, Plaintiff’s losses fall within the scope of Sections 43.4 and 43.5. 18 So, Sections 43.4 and 43.5 bar Causes of Action I, II, III, VI, VII, and VIII. 19 B. Recovery Under Marvin 20 Even if Section 43.5 does not encompass Plaintiff’s contract claims, Plaintiff fails to 21 plausibly allege contract claims under *Marvin v. Marvin*, 18 Cal. 3d 660 (1976). In *Marvin*, the 22 California Supreme Court held Section 43.5 does not extend to “pooling and support agreements 23 not part of or accompanied by promise of marriage.” *Id.* at 674. Therefore, an implied agreement 24 between unmarried cohabitating parties to share assets is enforceable so long as the agreement 25 “does not rest upon illicit meretricious consideration.” *Id.* Recovery under *Marvin* often “requires 26 a showing of a stable and significant relationship arising out of cohabitation.” *Bergen v. Wood*, 14 27 Cal. App. 4th 854, 857 (1993); see also *Cochran v. Cochran*, 89 Cal. App. 4th 283, 291 (2001) 1 factors when determining whether a relationship was sufficiently stable or significant to support a 2 *Marvin* claim, including (1) the length of the relationship, (2) whether the parties raised children 3 together, (3) whether they held themselves out to the world as married, and (4) whether they 4 jointly owned property and pooled assets. See *Cochran*, 89 Cal. App. 4th at 291-92. 5 Based on the complaint’s allegations, Plaintiff’s relationship with Mr. Cayne is not 6 sufficiently stable or significant to warrant recovery under *Marvin*. Their relationship lasted less 7 than one year, from fall 2021 through July 2022, and they only cohabitated between March 2022 8 and July 2022. See *Smith v. Carr*, No. CV 12-3251 CAS (JCGx), 2012 WL 2343305, at *6 (C.D. 9 Cal. June 18, 2012) (finding three-year relationship and 11 months of cohabitation insufficient); 10 see also *Cochran*, 89 Cal. App. 4th at 291 (finding 17-year relationship with cohabitation two-to- 11 four days each week sufficient); *Alderson v. Alderson*, 180 Cal. App. 3d 450, 461 (1986) (finding 12 12-year relationship sufficient). Plaintiff also does not allege she and Mr. Cayne held

themselves 13 out as married, jointly owned property, or pooled assets. See Cochran, 89 Cal. App. 4th at 291-92 14 (noting parties “held themselves out to the world as husband and wife” and jointly owned home); 15 Alderson, 180 Cal. App. 3d at 461 (noting parties “held themselves out . . . as husband and wife” 16 and “pooled their financial resources and then drew upon the same to purchase” properties with 17 joint title). So, Plaintiff does not plausibly allege breach of contract under a Marvin theory. 18 Plaintiff’s reliance on Byrne v. Laura, 52 Cal. App. 4th 1054 (1997) is misplaced. Unlike 19 Plaintiff, who was engaged to Mr. Cayne, the Byrne appellant repeatedly refused the decedent’s 20 marriage proposals, so their agreement remained independent of any promise to marry. Id. at 21 1059-61. The appellant’s and decedent’s relationship also lasted nearly six years, from August 22 1987 until the decedent’s death on June 29, 1993; they cohabitated from January 1988 until the 23 decedent’s death; and the appellant “contributed all of her earnings toward the household.” Id. In 24 Byrne, the yearslong relationship, cohabitation, and pooled assets demonstrated a stable and 25 significant relationship sufficient for a Marvin claim, but Plaintiff does not allege those elements 26 here. So, the Court dismisses Causes of Action I, II, III, VI, VII, and VIII. 27

II. DISSOLUTION OF PARTNERSHIP AND COMMUNITY ASSETS (CAUSE OF 1 ACTION IV)

2 “[T]he association of two or more persons to carry on as coowners a business for profit 3 forms a partnership, whether or not the persons intend to form a partnership.” Cal. Corp. Code § 4 16202(a); see also Enea v. Superior Court, 132 Cal. App. 4th 1559, 1564 (2005) (“The defining 5 characteristic of a partnership is the combination of two or more persons to jointly conduct 6 business.” (citation omitted)). An “essential element” of a partnership is the “right of joint 7 participation in the management and control of the business.” Kaljian v. Menezes, 36 Cal. App. 8 4th 573, 586 (1995). “Absent such right, the mere fact that one party is to receive benefits in 9 consideration of services rendered or for capital contribution does not, as a matter of law, make 10 him a partner.” Id.; see also Cal. Corp. Code § 16202(c) (“Joint tenancy, tenancy in common, 11 tenancy by the entireties, joint property, common property, [] part ownership . . . [or] [t]he sharing 12 of gross returns does not by itself establish a partnership.”). A partnership “may be formed orally 13 or assumed to have been organized from a reasonable deduction from the acts and declarations of 14 the parties.” Weiner v. Fleischman, 54 Cal. 3d 476, 482-83 (1991) (cleaned up). 15 Plaintiff alleges she and Mr. Cayne “entered into the business partnership agreement” to 16 share assets and property. (Dkt. No. 1-1 ¶¶ 38-39.) However, while Plaintiff alleges Mr. Cayne 17 promised to “support her and purchase a home that she would own equally and jointly,” and that 18 she “could use whatever funds she needed,” she does not allege she had a right to manage and 19 control any assets or property. (Id. ¶ 8.) Instead, Plaintiff alleges Mr. Cayne proposed they 20 “pool[] assets,” and he “would manage those assets.” (Id. ¶ 42.) Because Plaintiff does not allege 21 Mr. Cayne agreed to her joint management and control, or acted so as to reasonably suggest such 22 agreement, Plaintiff has not alleged the existence of a partnership. See In re YouTube

Trafficking 23 Litig., No. 23-cv-05523-JD, 2025 WL 1745759, at *1 (N.D. Cal. June 24, 2025) (rejecting 24 partnership allegation without plausible allegations parties “participated in the ‘management’ of 25 one another’s business”). Plaintiff argues courts allowing recovery under Marvin can “find[] an 26 implied contract or implied agreement of partnership.” *Nevel v. Nevel*, 154 Cal. App. 3d 132, 138 27 (1984). But Plaintiff has not plausibly pled a Marvin claim, so there is no implied partnership 1 Because Plaintiff fails to allege the existence of a partnership, she cannot state a claim for 2 dissolution of partnership. The Court therefore dismisses Cause of Action IV.

3 III. BREACH OF FIDUCIARY DUTY (CAUSE OF ACTION V)

4 “The elements of a cause of action for breach of fiduciary duty are: (1) existence of a 5 fiduciary duty; (2) breach of the fiduciary duty; and (3) damage proximately caused by the 6 breach.” *Stanley v. Richmond*, 35 Cal. App. 4th 1070, 1086 (1995) (citation omitted). 7 “[F]iduciary duties are either imposed by law or are undertaken by agreement.” *Maglica v. 8 Maglica*, 66 Cal. App. 4th 442, 447 (1998). A confidential relationship does not impose fiduciary 9 duties by agreement when parties “repose[] trust and confidence in each other . . . in the absence 10 of an act creating or establishing a fiduciary relationship known to law.” *City Sols., Inc. v. Clear 11 Channel Commc’ns, Inc.*, 201 F. Supp. 2d 1048, 1050 (N.D. Cal. 2002) (quotation marks and 12 citation omitted). 13 Plaintiff does not plausibly allege Mr. Cayne owed her a fiduciary duty. Although 14 marriage imposes fiduciary duties by law, “the fact that [Plaintiff] and Mr. Cayne remained 15 unmarried during their relationship is dispositive” of any argument fiduciary duties arose from the 16 parties’ marriage. *Maglica*, 66 Cal. App. 4th at 448. As to whether Mr. Cayne undertook 17 fiduciary duties by agreement, Plaintiff alleges Mr. Cayne “proposed” they “pool assets” for his 18 management, and she “gave up her assets” based on his proposal. (Dkt. No. 1-1 ¶ 42.) She does 19 not, however, allege she entrusted her assets to him. See *Vai v. Bank of Am. Nat’l Tr. & Sav. 20 Ass’n*, 56 Cal. 2d 329, 338 (1961) (“The key factor in the existence of a fiduciary relationship lies 21 in control by a person over the property of another.”). 22 Plaintiff argues her partnership with Mr. Cayne created a fiduciary relationship which 23 obligated Mr. Cayne “to share risks and benefits and to carry out the enterprise with the highest 24 good faith toward [her].” See *Enea*, 132 Cal. App. 4th at 1564 (“Partnership is a fiduciary 25 relationship.” (quotation marks and citation omitted)). However, as explained above, Plaintiff 26 does not plausibly allege a partnership existed from which fiduciary duties might arise. 27 Because Plaintiff fails to allege the existence of a fiduciary duty, the Court dismisses

IV. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (CAUSE OF ACTION

1 IX) 2 An intentional infliction of emotional distress claim requires: “(1) extreme and outrageous 3 conduct by the defendant with the intention of causing, or reckless disregard of the probability of 4 causing, emotional distress; (2) the plaintiff’s suffering severe or extreme emotional distress; and 5 (3) actual and proximate causation of the emotional distress by the defendant’s outrageous 6 conduct.” *Hughes v. Pair*, 46 Cal. 4th 1035, 1050 (2009) (quotation marks and citation omitted). 7

To be “outrageous,” the conduct must be so “extreme as to exceed all bounds of that 8 usually tolerated in a civilized community.” *Id.* at 1051 (quotation marks and citation omitted). 9 “Liability for intentional infliction of emotional distress does not extend to mere insults, 10 indignities, threats, annoyances, petty oppressions, or other trivialities.” *Id.* (quotation marks and 11 citation omitted). Plaintiff alleges Mr. Cayne’s “defrauding Plaintiff, converting partnership and 12 community assets, refusing to take actions to preserve the partnership and community assets in 13 order to punish Plaintiff, ousting the Plaintiff, deceptively getting her to give up her job, 14 condominium and apartment, abusing her during her cancer treatment, [and] hacking her phone” 15 were outrageous. (Dkt. No. 1-1 ¶ 76.) Ultimately, because “reasonable minds could differ as to 16 whether the conduct alleged here by [Mr. Cayne] was sufficiently extreme and outrageous,” the 17 Court will not make that determination as a matter of law. *Tekle v. United States*, 511 F.3d 839, 18 856 (9th Cir. 2007). 19 However, Plaintiff does not include facts supporting her allegation she “suffer[ed] severe 20 emotional and mental distress.” (Dkt. No. 1-1 ¶ 78). See *Campbell v. Feld Ent. Inc.*, Nos. 12-cv- 21 4233-LHK, 13-cv-0233-LHK, 2014 WL 1366581, at *12 (N.D. Cal. Apr. 7, 2014) (dismissing 22 claim alleging “severe stress and anxiety, depression, and loss of sleep” for failure to allege how 23 injuries were “severe”); *Schultz v. Stericycle, Inc.*, No. CV F 13-1244-LJO MJS, 2013 WL 24 4776517, at *8 (E.D. Cal. Sept. 4, 2013) (dismissing claim lacking “facts to support” allegations 25 of “pain and suffering, extreme and severe mental anguish, and emotional distress”). Plaintiff also 26 does not allege any facts supporting her allegation Mr. Cayne “intended to . . . cause severe 27 emotional distress” or acted with “reckless disregard for [that] possibility.” (Dkt. No. 1-1 ¶¶ 76, 1 Because Plaintiff has failed to allege facts supporting all elements of a claim for intentional 2 infliction of emotional distress, the Court dismisses Cause of Action IX.

3 V. CONVERSION (CAUSE OF ACTION X)

4 “Conversion is the wrongful exercise of dominion over the property of another.” *Mindys 5 Cosmetics, Inc. v. Dakar*, 611 F.3d 590, 601 (9th Cir. 2010) (quoting *Oakdale Vill. Grp. v. Fong*, 6 43 Cal. App. 4th 539, 543 (1996)). “The elements of a conversion claim are: (1) the plaintiff’s 7 ownership or right to possession of the property at the time of the conversion; (2) the defendant’s 8 conversion by a wrongful act or disposition of property rights; and (3) damages.” *Id.* (citation 9 omitted). 10 Plaintiff does not oppose Mr. Cayne’s motion with respect to her conversion claim. The 11 Court also agrees with Mr. Cayne’s argument Plaintiff’s assertions he “kept and concealed,” and 12 “refused” to return Plaintiff’s belongings are conclusory and so do not sufficiently plead 13 conversion. (Dkt. No. 1-1 ¶¶ 82-83.) See *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) 14 (“Threadbare recitals of the elements of a cause of action, supported by mere conclusory 15 statements, do not suffice.”); see also *White v. Anywhere Real Est. Inc.*, No. 22- CV-4557-GW- 16 MAAX, 2023 WL 9065954, at *6 (C.D. Cal. Nov. 9, 2023) (allegations defendant still controlled 17 plaintiff’s property were “unexplained, conclusory assertions [which] do not meet the 18 requirements for pleading a conversion claim”); *La Tech & Consulting, LLC v.*

Am. Express Co., 19 No. SA CV-22-01213-DOC-KES, 2022 WL 3699968, at *4 (C.D. Cal. Aug. 9, 2022) (allegation 20 defendant “wrongfully exercise[d] control over Plaintiff’s funds” was conclusory). Not only does 21 Plaintiff fail to allege facts plausibly supporting her allegations Mr. Cayne received, kept, and 22 concealed her belongings, but some of Plaintiff’s factual allegations are inconsistent. For 23 example, Plaintiff alleges Mr. Cayne received and kept her furniture and other household items but 24 also states she “disposed of” them. (Dkt. No. 1-1 ¶ 82.) Plaintiff similarly lists her car as 25 converted property but also alleges it was towed. (Id. ¶¶ 10, 82.) 26 Because Plaintiff has not alleged facts to support her conversion claim, the Court dismisses 27 Cause of Action X.

VI. IMPOSITION OF CONSTRUCTIVE TRUST (CAUSE OF ACTION XI)

Plaintiff asks to impose a constructive trust upon Mr. Cayne’s assets in Plaintiff’s favor. Plaintiff does not dispute a constructive trust is an equitable remedy, not a cause of action. See *° Mattel, Inc. v. MGA Ent., Inc.*, 616 F.3d 904, 908-09 (9th Cir. 2010) (“A constructive trust is an equitable remedy that compels the transfer of wrongfully held property to its rightful owner.” *°* (citation omitted)); *Kim v. Westmoore Partners, Inc.*, 201 Cal. App. 4th 267, 277 n. 4 (2011) *°* (noting cause of action for “Imposition of Constructive Trust” was a remedy, not a cause of ’ action). 8 So, the Court dismisses Cause of Action XI without leave to amend.

° CONCLUSION

For the reasons stated above, the Court GRANTS Mr. Cayne’s motion for judgment on the pleadings. “If a court grants a motion for judgment on the pleadings, leave to amend should be E granted unless such amendment would be futile.” *SEC v. Payward, Inc.*, 763 F. Supp. 3d 901, 907 8 (N.D. Cal. 2025) (citation omitted). The Court therefore grants Plaintiff leave to amend her S complaint except as to Plaintiffs claim for imposition of a constructive trust. Plaintiff may not add additional claims or defendants without first seeking leave of court. The deadline to file an amended complaint is October 24, 2025. If Plaintiff does not file an amended complaint by that = " date, judgment will be entered in Mr. Cayne’s favor on all claims. 18 This Order disposes of Docket No. 10. IT IS SO ORDERED. * Dated: October 3, 2025 21

23 JAGUELINE SCOTT CORL

United States District Judge 25 26 27 28