The only possible mistake Nehme made was failing to read the deed of trust and other documents before he signed them.[1] Such a mistake, however, will not support a claim for rescission. (See, e.g., *Mercury Ins. Co. v. Pearson* (2008) 169 Cal.App.4th 1064, 1074 [plaintiff not entitled to reformation for mistake where plaintiff "violated a legal duty by ignoring a prominently displayed [title] and signing the agreement when he had not in fact read or understood it"]; *Stewart v. Preston Pipeline Inc*. (2005) 134 Cal.App.4th 1565, 1588 ["'[i]t is well established, in the absence of fraud, overreaching or excusable neglect, that one who signs an instrument may not avoid the impact of its terms on the ground that he failed to read the instrument before signing it'"]; *Roller v. California Pacific Title Ins. Co.* (1949) 92 Cal.App.2d 149, 153 [mistake "'must not have arisen from negligence, where the means of knowledge were easily accessible,'" and the "'party complaining must have exercised at least the degree of diligence "which may be fairly expected from a reasonable person"'"]; see also Civ. Code, § 1577 ["[m]istake of fact is a mistake, not caused by the neglect of a legal duty on

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[1] Although Nehme did not expressly allege that he did not read the deed of trust, he alleged that "at the closing these defendants . . . provided Plaintiff with a series of documents that had been prepared for the closing. [¶] The documents had tags affixed to the side . . . on each individual documents signature page, which stated 'sign here'. . . . [A]t the closing Plaintiff was instructed by these defendants to . . . affix his signature on each specific signature page."

the part of the person making the mistake"]; *Rosencrans v. Dover Images, Ltd.* (2011) 192 Cal.App.4th 1072, 1080 ["'[g]enerally, it is not reasonable to fail to read a contract . . . even if the plaintiff relied on the defendant's assertion that it was not necessary to read the contract'"].)