

OPINION OF THE STATE APPELLATE DIVISION

APPENDIX A

FILED
Superior Court of California
County of Los Angeles

NOV 17 2023

David W. Clayton, Executive Officer/Clerk of Court

By: L. Johnson, Deputy

APPELLATE DIVISION OF THE SUPERIOR COURT
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

U.S. BANK NA, as Successor Trustee, etc.,

Plaintiff and Respondent,

v.

YURI I LEE,

Defendant and Appellant.

22APLC00012

Governor George Deukmejian Trial Court

No. 22LBUD00487

OPINION

Defendant¹ defaulted on the payment under a promissory note and her residence was sold in a trustee's sale, and plaintiff U.S. Bank NA, the purchaser of the premises, filed a complaint in unlawful detainer. Subsequently, plaintiff filed and prevailed on a motion for summary judgment.² The court entered judgment for plaintiff and against defendant. In this appeal, defendant raises a multitude of challenges to the judgment. As explained below, finding no error, we affirm the judgment.

///

¹The complaint identified defendant as Yuri I. Lee. Defendant answered the complaint as Yuri Imuta aka Yuri-Imuta: Lee. The judgment was entered against Yuri I. Lee aka Yuri-Imuta Lee. The notice of appeal was filed in the name of Yuri-Imuta: Lee, and defendant's briefs are signed by Yuri-Imuta. This court will rely on the name used in the judgment.

²Alternatively, plaintiff sought summary adjudication.

1 BACKGROUND

2 A verified complaint filed on April 22, 2022, alleged a cause of action for unlawful
3 detainer against defendant with respect to the premises located at 5802 East Gossamer Street.
4 The complaint, in pertinent part, alleged the following. In 2006, defendant executed a deed of
5 trust in favor of Washington Mutual Bank to secure a promissory note due on the loan used to
6 purchase the subject property; in 2013, defendant defaulted on payment of the promissory note;
7 a notice of default and election to sell under the deed of trust was recorded by the successor
8 trustee; in 2020, plaintiff acquired title to the property following a nonjudicial foreclosure sale
9 executed by the successor trustee, and thereafter duly perfected title; and plaintiff caused to be
10 served upon defendant a notice to quit the premises but defendant remained in possession of the
11 premises without authorization.

12 Defendant's answer consisted of a general denial of each allegation in the complaint, and
13 raised several affirmative defenses. The affirmative defenses included a challenge that the
14 notice was invalid as to its contents and service, the complaint was unverified by plaintiff, and
15 plaintiff failed to comply with the requirements for eviction following a trustee's sale.³

16 On November 1, 2022, plaintiff moved for summary judgment, relying on the doctrine
17 of res judicata, and claiming defendant was estopped from challenging the validity of the
18 trustee's sale which had been adjudicated on the merits in prior litigation. Alternatively,
19 plaintiff maintained the supporting evidence left no doubt that plaintiff acquired title to the
20 property and duly perfected title in compliance with all statutory obligations before service of
21 the notice to quit.⁴ The motion was supported by declarations from plaintiff's counsel, process
22 ///
23 ///

24
25 ³The answer was filed after the court denied a defense motion to quash service of the summons
26 and complaint and overruled a demurrer.

27 ⁴Plaintiff sought, over defendant's objection, judicial notice of various documentation in support
28 of the motion. The record does not reflect a ruling on the requests. It was defendant's burden to press
the court for a ruling. (*Haskell v. Carli* (1987) 195 Cal.App.3d 124, 129.)

1 server Damon Boykin, and realtor and manager Darren Moon,⁵ and the notice to quit and proof
2 of service.

3 The gravamen of defendant's opposition challenged the validity of plaintiff's title and
4 alleged defendant was entitled to retain possession of the property. Plaintiff's reply pointed out
5 that defendant failed to raise any triable issues of material fact to defeat plaintiff's entitlement
6 to summary judgment.

7 Both parties appeared at a hearing on the motion and offered argument. The court
8 granted the motion for summary judgment in favor of plaintiff, finding the documentary
9 evidence, which contained all the recitals required by law, proved that plaintiff purchased the
10 property pursuant to a valid trustee's sale and thereafter duly perfected title.

11 DISCUSSION

12 *Verification*

13 Defendant argues before this court the identical claim rejected by the trial court—that
14 the complaint was deficient on its face because it was verified by plaintiff's counsel, rather than
15 an officer of plaintiff's corporate entity.

16 Code of Civil Procedure section 1166, subdivision (a)(1)⁶ requires a complaint for
17 unlawful detainer to be verified and to state the name of the person making the verification.
18 Verification of a pleading by a corporation shall ordinarily be made by any officer thereof, but
19 verification may be executed by an attorney if the corporate party is absent from the county
20 where counsel's office is located, and the verification states that counsel is informed and
21 believes the matters therein to be true. (§ 446, subd. (a).)

22 The complaint was verified under penalty of perjury by Attorney Parnaz Parto on behalf
23 of plaintiff. The verification executed by Parto averred plaintiff "is absent from the county
24 aforesaid where such attorneys have their office, and I make this verification for and on behalf
25 of that party for that reason. I am informed and believe and on that ground allege that the

26 ⁵Moon's declaration confirmed the subject premises remained occupied following service of the
27 notice to quit.

28 ⁶All statutory references are to the Code of Civil Procedure unless otherwise indicated.

1 matters stated in the foregoing are true.” This verification satisfied the statutory requirements.
2 (§ 446, subd. (a); *Stephens v. Parrish* (1890) 83 Cal. 561, 562.)

3 *Service of Summons*

4 Defendant maintains the summons and complaint were not served in accordance with the
5 applicable guidelines. There is no merit to this argument.

6 A court acquires personal jurisdiction over a defendant following service of the summons
7 and complaint. (§ 410.50, subd. (a); *Borsuk v. Superior Court* (2015) 242 Cal.App.4th 607, 612-
8 613.) Section 415.45 authorizes service of a summons and complaint in an unlawful detainer
9 action by posting it on the premises, along with notice sent by certified mail to that same address,
10 “if upon affidavit it appears to the satisfaction of the court in which the action is pending that the
11 party to be served cannot with reasonable diligence be served in any manner specified in this
12 article. . . .” (§ 415.45, subd. (a).) The summons must be posted on the premises in a manner
13 most likely to give actual notice to the party to be served, and the summons and complaint shall
14 be forthwith mailed by certified mail to such party at his or her last known address. (§ 415.45,
15 subd. (b).) Service of the summons is complete on the tenth day after the document is posted and
16 mailed to the defendant. (§ 415.45, subd. (c).)

17 Here, the register of actions shows that a summons was filed on April 26, 2022, but the
18 document itself is not included in the record on appeal. On May 12, 2022, plaintiff applied for
19 an order authorizing service of the summons upon defendant by posting and mailing of the
20 document.⁷ An attached declaration of diligence by Boykin, a registered process server,
21 reflects four unsuccessful attempts of personal service at defendant’s address on each day
22 between April 26, 2022, and April 29, 2022. Each attempt contained notations indicating the
23 lights were on and there was no answer, and on three occasions Boykin heard noise or
24 movement inside the premises. The court granted the application and issued the order
25 authorizing service by posting and mailing.

26 ///

27
28 ⁷The application was included in plaintiff’s November 1, 2022-filed pleadings.

1 Plaintiff filed a proof of service on June 17, 2022, reflecting that one week prior to that
2 date, Boykin executed service of all the required documentation, including the summons and
3 complaint, by posting a copy on the front door of defendant's residence and thereafter mailing a
4 copy to defendant's address. Defendant's answer admits she received the summons and
5 complaint documents which were attached to the front door on June 10, 2022, while claiming
6 they were illegible due to rain. Defendant failed to defeat the presumption that Boykin's
7 official duty was performed. (Evid. Code, § 647.) There is no doubt from the record that the
8 court acquired personal jurisdiction over defendant following service of the summons and
9 complaint by a registered process server, and with preauthorization from the court pursuant to
10 section 415.45.

11 *Service of Notice to Quit*

12 Defendant challenges the court's jurisdiction based on the claim that service of the
13 notice to quit was invalid.

14 The purchaser of real property following a foreclosure sale may utilize the unlawful
15 detainer procedures when a person holds over and continues in possession of the property after
16 service of written notice to quit the property is made upon the defendant in accordance with
17 section 1162. (§ 1161a, subd. (b).) Service in compliance with the statutory mandates is a
18 prerequisite to a judgment for unlawful detainer. (*The Bank of New York Mellon v. Preciado*
19 (2013) 224 Cal.App.4th Supp. 1, 6 (*Preciado*).) Section 1162 permits service of a notice to
20 quit, if a person of suitable age or discretion cannot be located at the residence, by posting the
21 notice in a conspicuous place on the property and sending a copy to the recipient through the
22 mail. (§ 1162, subd. (a)(3); *Liebovich v. Shahrokhkhany* (1997) 56 Cal.App.4th 511, 513-514.)

23 In the case *sub judice*, the complaint alleged service of the notice by Boykin. Plaintiff
24 submitted a proof of service executed by Boykin on January 4, 2022, alleging that on December
25 30, 2021, Boykin attempted personal service of the notice at defendant's residence. There
26 being no person of suitable age or discretion found at the property, at 6:35 p.m., Boykin posted
27 the notice in a conspicuous place on the property and thereafter mailed a copy of the notice to
28 defendant's address. The proof of service was executed under penalty of perjury. Plaintiff also

1 filed, on November 1, 2022, a supplemental declaration in which Boykin averred under penalty
2 of perjury that he effected service of the notice by posting and mailing it on the aforesaid date.

3 Evidence Code section 647 establishes a rebuttable presumption of the facts stated in a
4 return of service carried out by a registered process server. (*Palm Property Investments, LLC v.*
5 *Yadegar* (2011) 194 Cal.App.4th 1419, 1427-1428.) Plaintiff met its burden of proof to show
6 valid service of the notice. (§ 1162, subd. (a)(3); see also *Liebovich v. Shahrokhkhany, supra*,
7 56 Cal.App.4th at pp. 513-514.) Defendant's reliance on *Preciado*—wherein the unlawful
8 detainer judgment was reversed due to an absence of evidence in the process server's
9 declaration that personal service was attempted before posting and mailing (*Preciado, supra*,
10 224 Cal.App.4th at pp. Supp. 7-8)—is unavailing given that Boykin's declaration averred he
11 made a "due and diligent effort and after attempting to personally serve said notice(s), as
12 authorized by . . . Section 1162," and there was "no person of suitable age or discretion to be
13 found at the property" Service of the notice to quit complied with the statutory mandates.

14 *Summary Judgment*

15 Defendant contends summary judgment was unauthorized because plaintiff failed to
16 meet its burden of persuasion that there was no triable issue of material fact, and the court
17 deprived defendant of the opportunity to contest plaintiff's claim of right to possession. Our
18 review of the record confirms summary judgment was correctly granted.

19 "Summary judgment is granted when a moving party establishes the right to the entry of
20 judgment as a matter of law. [Citation.] In reviewing an order granting summary judgment, we
21 must assume the role of the trial court and redetermine the merits of the motion. In doing so,
22 we strictly scrutinize the moving party's papers. [Citation.] The declarations of the party
23 opposing summary judgment, however, are liberally construed to determine the existence of
24 triable issues of fact. [Citation.] All doubts as to whether any material, triable issues of fact
25 exist are to be resolved in favor of the party opposing summary judgment. [Citation.]" (*Wiz*
26 *Technology, Inc. v. Coopers & Lybrand* (2003) 106 Cal.App.4th 1, 10.)

27 "The party opposing the summary judgment must make an independent showing by a
28 proper declaration or by reference to a . . . discovery product that there is sufficient proof of the

1 matters alleged to raise a triable question of fact if the moving party's evidence, standing alone,
2 is sufficient to entitle the party to judgment. [Citations.] To avoid summary judgment,
3 admissible evidence presented to the trial court, not merely claims or theories, must reveal a
4 triable, material factual issue. [Citation.] Moreover, the opposition to summary judgment will
5 be deemed insufficient when it is essentially conclusionary, argumentative or based on
6 conjecture and speculation. [Citations.]" (*Wiz Technology, Inc. v. Coopers & Lybrand, supra*,
7 106 Cal.App.4th at pp. 10-11.)

8 The summary unlawful detainer procedures are available to certain parties who purchase
9 real property following a foreclosure sale. (§ 1161a; *Preciado, supra*, 224 Cal.App.4th at p.
10 Supp. 9.) "Section 1161a provides for a narrow and sharply focused examination of title. To
11 establish that [it] is a proper plaintiff, one who has purchased property at a trustee's sale and
12 seeks to evict the occupant in possession must show that [it] acquired the property at a regularly
13 conducted sale and thereafter 'duly perfected' [its] title. [Citation.] Thus, . . . 'to this limited
14 extent, as provided by the statute, . . . title may be litigated in such a proceeding.' [Citation.]"
15 (*Vella v. Hudgins* (1977) 20 Cal.3d 251, 255.)

16 In a deed of trust, the trustee holds title and has the authority to sell the property in the
17 event of a default on the promissory note. (*Brown v. Deutsche Bank National Trust Co.* (2016)
18 247 Cal.App.4th 275, 280.) To initiate a foreclosure sale, the trustee, mortgagee, beneficiary,
19 or any of their authorized agents must record a notice of default. (*Ibid.*) "The notice of default
20 must identify the deed of trust 'by stating the name or names of the trustor . . . ' and provide a
21 'statement that a breach of the obligation for which the mortgage or transfer in trust is security
22 has occurred' and a 'statement setting forth the nature of each breach . . . and of his or her
23 election to sell or cause to be sold the property to satisfy [the] obligation . . . that is in default.'
24 [Citation.] After three months, a notice of sale must then be published, posted, mailed, and
25 recorded in accordance with the time limits prescribed by the statute. [Citations.]" (*Ibid.*)
26 Compliance with Civil Code section 2924 requires the plaintiff to prove the sale was conducted
27 by the actual trustee. (*Preciado, supra*, 224 Cal.App.4th at p. Supp. 10.)

28 ///

1 Plaintiff met its initial burden of persuasion that it acquired the property at a trustee's
2 sale held in compliance with the applicable statutes. The documentation submitted by plaintiff
3 established that in an instrument recorded on August 28, 2006, defendant executed a deed of
4 trust affecting the subject property to secure a promissory note for a loan of \$536,250, issued by
5 the beneficiary, Washington Mutual Bank. The deed of trust contained a power of sale. On or
6 about November 4, 2010, JP Morgan Chase Bank, as successor in interest to Washington
7 Mutual Bank, assigned its beneficial interest in the deed of trust to the Bank of America,
8 National Association. Defendant defaulted on the payment on the note in 2013. A Notice of
9 Default and Election to Sell under the deed of trust was recorded on August 28, 2013, which
10 claimed a past-due amount of \$121,809.27.

11 On March 30, 2016, Quality Loan Service Corporation was substituted as successor
12 trustee under the deed of trust. The successor trustee recorded, on December 3, 2019, a notice
13 of trustee's sale listing the public auction date and location and reflected an unpaid balance on
14 the account of \$799,421.77. The trustee's deed upon sale recorded by the successor trustee on
15 February 10, 2020, conveyed title to the property to plaintiff—the highest bidder in the amount
16 of \$703,800—following a trustee's sale held on January 30, 2020. When a trustee's deed upon
17 sale recites that all procedural requirements for the default notice and sale notice have been
18 satisfied, there is a statutory rebuttable presumption that such notice requirements have been
19 fulfilled. (Civ. Code, § 2924, subd. (c); *Melendrez v. D & I Investment, Inc.* (2005) 127
20 Cal.App.4th 1238, 1255.)

21 The trial court relied on the aforesaid evidence in finding that plaintiff met its initial
22 burden of showing that it acquired title to the property following a trustee's sale held in
23 compliance with Civil Code section 2924, and that defendant was served proper notice, but
24 nevertheless refused to deliver possession of the premises. The evidence included all the
25 documentation required to show a legal transfer of title following a trustee's sale. This
26 evidence met the elements of the cause of action. (§ 1161a, subd. (b)(3); Civ. Code, § 2924.)
27 Unlike *Preciado*, plaintiff submitted sufficient proof that it acquired title to the property at a
28 regularly conducted trustee's sale other than the deed of trust on its own. The burden of

1 persuasion shifted to defendant to identify a triable issue of material fact as to an element of the
2 unlawful detainer action or a defense thereto. (§ 437c, subd. (p)(1); *Aguilar v. Atlantic*
3 *Richfield Co.* (2001) 25 Cal.4th 826, 849.)

4 The evidence cited in defendant's separate statement in opposition to the motion was
5 limited to defendant's own declaration, and a "declaration of registrant[.]" Defendant's
6 declaration averred, in pertinent part, "on February 4, 2020, I received a confirmation email
7 from the appointed auctioneer of the trustee sale scheduled for January 31, 2020 stating that the
8 auction was cancelled"; "On a late rainy evening of December 30, 2021, I noticed a paper
9 posted on the front door window" which ripped and was not legible; on December 31, 2021,
10 defendant sent a letter by certified mail to the "signor of the paper(s), asking for clarification by
11 mail," but she never received a response and was never served personally or by mail the notice
12 to quit.⁸ The attached email received from "nwolnisty@auction.com" stated in its entirety,
13 "Thank you for your email. The auction has been cancelled. Regards, the Auction.Com
14 Team."

15 The "declaration of registrant" was purportedly executed by Andrew Kazunari Imuta
16 Lee, under penalty of perjury under the laws of the State of Nevada. The declaration averred in
17 pertinent part: "Per Cal. Civ. Code § 1487, I assigned the Eligible Obligation / Bank Note to
18 Yuri I. Lee, for the purpose of Cal. Com Code§ 3311 (a)(b) / §3603 (b)—Uniform Commercial
19 Code§ 3-311 (a)(b) / §3-603 (b)—for the fair market value or above fair market value, or SUM
20 CERTAIN as reflected on the debt / outstanding obligation, all parts and portions, all amount,
21 ending in a zero (-0-) ending balance, and for no other purpose. [*] The instrument titled
22 Notice of Assignment of Eligible Obligation with MICR and other pertinent numbers allowing
23 monetization of said Bank Note was signed by me before a notary public on February 4, 2020."
24 (*Sic.*)

25 ///

26 ///

27 _____
28 ⁸The caption of the letter stated: "Admissible Notice of Refusal for Cause Without Dishonor
Notice to agent is notice to principal . . . Actual and Constructive Notice . . ." (*Sic.*)

1 The evidence cited by defendant did not contain specific facts that give rise to a triable
2 issue of material fact as to any element of the cause of action or a defense thereto. (See *First*
3 *American Title Insurance Co. v. Spanish Inn, Inc.* (2015) 239 Cal.App.4th 598, 605-606.)
4 Defendant's declaration does not refute the pertinent evidence relied upon by plaintiff, and the
5 "declaration of registrant" by Lee is unintelligible and of no evidentiary value. There is no
6 explanation as to the purported role of Auction.com in the trustee's sale. An opposition to
7 summary judgment based on conjecture will not be successful. (*Wiz Technology, Inc. v.*
8 *Coopers & Lybrand, supra*, 106 Cal.App.4th at p. 11; *MRI Healthcare Center of Glendale, Inc.*
9 *v. State Farm General Insurance Co.* (2010) 187 Cal.App.4th 766, 777.) The party moving for
10 summary judgment has no obligation to refute assertions in the opposition which are
11 unintelligible. (*Leek v. Cooper* (2011) 194 Cal.App.4th 399, 412.) There are no triable issues
12 of material fact concerning whether plaintiff acquired the property following a trustee's sale
13 held in compliance with Civil Code section 2924 and whether defendant was served with the
14 requisite notice. Defendant's failure to rebut the burden of persuasion justified summary
15 judgment.⁹

16
17 ⁹Defendant raised these same claims in an unlimited civil action filed in 2017, claiming breach
18 of contract and seeking declaratory relief. (Docket no. NC061515.) This action was removed to the
19 United States Bankruptcy Court. The bankruptcy court on July 30, 2018, granted a motion to dismiss
20 the complaint, and the Ninth Circuit Court of Appeals affirmed the judgment of dismissal. It is
21 plaintiff's position that this judgment precludes defendant's challenge to the validity of title in this
22 proceeding under the doctrine of res judicata. Plaintiff is incorrect. Res judicata applies only when
there was a final judgment on the merits of a prior adjudication involving identical issues. (*Consumer*
Advocacy Group, Inc. v. ExxonMobil Corp. (2008) 168 Cal.App.4th 675, 685-686.) The judgment of
dismissal entered by the federal court in 2019 was not an adjudication on the merits of the validity of
the trustee's sale in 2020.

On the day of oral argument in this appeal, defendant sought a continuance of argument. The
request was denied as untimely and for want of adequate notice to plaintiff. (Cal. Rules of Court, rules
Rule 8.885(a)(1), 8.808.)

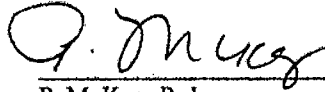
Also on the day of oral argument, defendant filed a pleading entitled "Rule 8.54 Motion and
Memorandum in Support." By this pleading defendant argues the summary judgment procedure
violated her constitutional right to a jury trial and seeks "an order granting Motion requiring Federal
Rules of Civil Procedure 38(a) be followed honoring the 7th Amendment of the Constitution." The
motion is denied. The Federal Rules of Civil Procedure do not apply to this state court proceeding
(*Bach v. County of Butte* (1983) 147 Cal.App.3d 554, 561), and it has long been held that proper use of
the summary judgment procedure in a civil case does not violate the constitutional right to a jury trial
(*Scheidt v. Dimwiddie Construction Co.* (1999) 69 Cal.App.4th 64, 70).


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

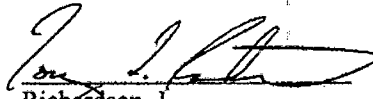
DISPOSITION

The order granting summary judgment and the ensuing judgment are affirmed.
Plaintiff to recover costs on appeal.

We concur:


P. McKay, P. J.


Ricciardulli, J.


Richardson, J.

JUDGMENT OF THE STATE TRIAL COURT

Electronically Received 11/01/2022 08:09 PM

Electronically Received 11/01/2022 08:09 PM

KAYO MANSON-TOMPKINS
Attorney Bar No. 136476
PARNAZ PARTO
Attorney Bar No. 276874
The Wolf Firm, A Law Corporation
1851 East 1st Street, Suite 100
Santa Ana, CA 92705
Ph: (949) 720-9200; Fax: (949) 608-0131
Attorney for Plaintiff

FILED
Superior Court of California
County of Los Angeles

11/22/2022

Shawn R. Carter, Executive Officer / Clerk of Court

By: D. Oura Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - LONG BEACH JUDICIAL DISTRICT

U.S. BANK NA, SUCCESSOR TRUSTEE TO
BANK OF AMERICA, NA, SUCCESSOR IN
INTEREST TO LASALLE BANK NA, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE WAMU MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
AR12

Plaintiff,

vs.

YURI I. LEE, and DOES 1 through 10, inclusive,

Defendant.

Case No.: 22LBUD00487

~~(PROPOSED)~~
JUDGMENT

Date: November 10, 2022
Time: 8:30 a.m.
Dept: S26

Complaint Filed: April 22, 2022

This court, having on Nov. 22, 2022 granted the motion of Plaintiff for Summary Judgment, and having ordered the entry of judgment as requested in said motion,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Plaintiff U.S. BANK NA, SUCCESSOR TRUSTEE TO BANK OF AMERICA, NA, SUCCESSOR IN INTEREST TO LASALLE BANK NA, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE WAMU MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-AR12 have and recover from Defendant YURI I. LEE aka YURI-IMUTA LEE ("Defendant") possession of the improved real property located at 5802 East Gossamer Street, Long Beach, CA 90808, together with detached garage

Order Summary Judgment.
6401-47498

- 1 -

1 and separate structures, if any ("Premises"). The clerk of this Court is directed to issue a writ of
2 possession directing the sheriff to take all legal steps necessary to remove Defendant from the
3 Premises.
4

5 Dated: 11/22/2022

Michael P. Win

(JUDGE) (COMMISSIONER) OF THE SUPERIOR COURT

DECISION OF THE STATE APPELLATE COURT DENYING REVIEW

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

COURT OF APPEAL - SECOND DIST.

FILED

Feb 23, 2024

EVA McCLINTOCK, Clerk

Juliana Lozano Deputy Clerk

U.S. BANK NA, Successor Trustee to
BANK OF AMERICA, NA, Successor
in Interest, etc.,

Plaintiff and Respondent,

v.

YURI I. LEE,

Defendant and Appellant.

B335151

(Super. Ct. L.A. County
No. 22LBUD00487)

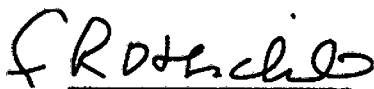
(App. Div. Case No. 22APLC00012)

ORDER

THE COURT*:

The petition for review, filed February 15, 2024, has been read and considered.

It appearing that petitioner seeks review of this Court's January 10, 2024 Memorandum of No Transfer denying petitioner's request to transfer to this Court an appeal decided by the Appellate Division of the Superior Court, the petition is denied without prejudice to petitioner's filing the petition in the California Supreme Court.



*ROTHSCHILD, P. J.



CHANEY, J.



BENDIX, J.

DECISION OF THE STATE SUPREME COURT DENYING REVIEW
AFTER CORRECTION TO THE EARLIER ORDER MADE BY THE APPELLATE
COURT

APPENDIX D

FILED

Mar 12, 2024

EVA McCLINTOCK, Clerk
America Lopez, Deputy Clerk

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

U.S. BANK NA, Successor Trustee to
BANK OF AMERICA, NA, Successor
in Interest, etc.,

Plaintiff and Respondent,

v.

YURI I. LEE,

Defendant and Appellant.

B335151

(Super. Ct. L.A. County
No. 22LBUD00487)

(App. Div. Case No. 22APLC00012)

ORDER

THE COURT*:

The order issued February 23, 2024, is corrected nunc pro tunc to delete "the petition is denied without prejudice to petitioner's filing the petition in the California Supreme Court" and replace it with "the petition is denied. (See Cal. Rules of Court, rule 8.1018 [If the Court of Appeal denies transfer of a case from the appellate division of the superior court ... after a party files a petition for transfer, the denial is final immediately.].)"


*ROTHSCHILD, P. J.


CHANEY, J.


BENDIX, J.



Supreme Court of California

JORGE E. NAVARRETE
CLERK AND EXECUTIVE OFFICER
OF THE SUPREME COURT

EARL WARREN BUILDING
359 McALLISTER STREET
SAN FRANCISCO, CA 94102
(415) 865-7000

March 12, 2024

Yuri Imuta
5802 East Gossamer Street
Long Beach, CA 90808

Re: U.S. Bank NA v. LEE – B335151

Dear Mrs. Lee,

Your petition for review received electronically on March 7, 2024, regarding the above referenced matter, cannot be filed.

A party may file a petition in the Supreme Court for review of any decision of the Court of Appeal, including any interlocutory order, except the denial of a transfer of a case within the appellate jurisdiction of the superior court. (See Cal. Rules of Court, rules 8.500(a)(1), 8.1018(a).) The Court of Appeal order denying transfer was final immediately and cannot be reviewed. Without jurisdiction, this court is unable to consider your request for legal relief.

Very truly yours,

JORGE E. NAVARRETE
Clerk and
Executive Officer of the Supreme Court

Z. Ali
By: Z. Ali, Assistant Deputy Clerk

cc: rec

Enclosure

APPENDIX D