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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

ROBERT W. BROWN,

Plaintiff and Appellant,

v.

COUNTRYWIDE HOME LOANS,
INC., et al.,

Defendants and Respondents.

B277954

(Los Angeles County
Super. Ct. No. BC612172)

APPEAL from a judgment of the Superior Court of
Los Angeles County. Suzanne G. Bruguera, Judge. Affirmed.

Robert W. Brown, in pro. per.; Burris, Schoenberg &
Walden, and Donald S. Burris, for Plaintiff and Appellant.

Severson & Werson, Jan T. Chilton and Kerry W. Franich
for Defendants and Respondents.

Robert W. Brown (Brown) filed an action against Countrywide Home Loans, Inc. (Countrywide), Mortgage Electronic Registration Systems, Inc. (MERS), ReconTrust Company, N.A. (ReconTrust), and Bank of America, N.A. (BofA) (collectively respondents) to stave off a foreclosure. His case was dismissed after the trial court sustained a demurrer and he subsequently failed to amend. On appeal, he contends his action should not have been dismissed because he has a viable Truth in Lending Act (TILA)¹ claim.

We find no error and affirm.

FACTS

The record is inadequate for review. We have summarized the few documents that are in the clerk's transcript. Also, we have taken certain statements in Brown's appellate briefs as reliable factual admissions. (*Franklin v. Appel* (1992) 8 Cal.App.4th 875, 893, fn. 11.)

Brown and his wife Patricia G. Brown borrowed \$824,000 from Countrywide. The loan was secured by real property in Calabasas, California (property), and Countrywide recorded a deed of trust dated May 31, 2007. ReconTrust was listed as the trustee. Brown and his wife signed the security instrument. As the nominee of Countrywide, MERS assigned the deed of trust to The Bank of New York Mellon as trustee for various entities.

On February 29, 2016, Brown filed a complaint against respondents for cancellation of the deed of trust and the assignment, and also for declaratory relief. He later filed a first

¹ Title 15 United States Code section 1691 et seq.

amended complaint (FAC). Respondents filed a demurrer to the FAC, and the trial court sustained it with leave to amend.

The property was sold in foreclosure in May 2016, and The Bank of New York Mellon obtained an unlawful detainer judgment against Brown.

On August 25, 2016, the trial court entered a minute order dismissing the case pursuant to respondents' ex parte application for dismissal due to Brown's failure to amend. Judgment was entered the same day.

This appeal followed.

DISCUSSION

In his appellate briefs, Brown discusses whether he has a viable TILA claim because the loan was never consummated, because there was never a meeting of the minds, and because he rescinded the loan contract. At no point, however, does he discuss whether the trial court erred by granting the ex parte application to dismiss his action. Having declined to address the pivotal appellate issue, Brown has failed to carry his burden of showing trial court error. (*Denham v. Superior Court* (1970) 2 Cal.3d 557, 564 [error must be affirmatively shown].) Insofar as Brown seeks review of the demurrer ruling, the record is inadequate because it does not contain the FAC, the demurrer, the opposition or the trial court's ruling. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 574 ["It is well settled, of course, that a party challenging a judgment has the burden of showing reversible error by an adequate record"].)²

² We deny the parties' respective motions for judicial notice. There is no indication in the record that the items referenced in the motions were considered by the trial court in connection with

DISPOSITION

The judgment is affirmed. Respondents shall recover their costs on appeal.

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_____, J.
ASHMANN-GERST

We concur:

_____, P. J.
LUI

_____, J.
CHAVEZ

either the demurrer to the FAC or the ex parte application to dismiss Brown's action.