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6 Attorneys for Bank of America, N.A.

**FILED**  
ALAMEDA COUNTY

OCT 25 2016

CLERK OF THE SUPERIOR COURT  
By *[Signature]* (Deputy)

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF ALAMEDA

11 Doris M. Walker, - Ceo: SIROD Co.

12 Plaintiff,

13 vs.

14 National Default Servicing Corporation *et al.*,

15 Defendants.

Case No. RG16832323

ASSIGNED FOR ALL PRE-TRIAL  
PURPOSES TO  
JUDGE RONNI MacLAREN,  
DEPARTMENT 25

**NOTICE OF DEMURRER AND  
DEMURRER; MEMORANDUM OF  
AUTHORITIES; REQUEST FOR  
JUDICIAL NOTICE**

TELEPHONE APPEARANCE

Date: December 8, 2016  
Time: 9:00 a.m.  
Dept.: 25

Action Filed: September 22, 2016

Reservation No.: 1794682

22  
23  
24 **NOTICE OF DEMURRER**

25 TO PLAINTIFF:

26 PLEASE TAKE NOTICE that on December 8, 2016 at 9:00 a.m., or as soon thereafter as  
27 possible, counsel may be heard in Department 25 of the County Administration Building located  
28 1221 Oak Street, Oakland, CA 94612, defendant Bank of America, N.A. ("BANA") will demur to

**BY FAX**

1 plaintiff Doris M. Walker, -Ceo: SIROD CO.'s ("Plaintiff") complaint.

2 The demurrer is made pursuant to Code of Civil Procedure section 430.10(e) on the  
3 grounds that the complaint fails to state facts sufficient to constitute a cause of action.

4 This demurrer is based upon this notice, the accompanying demurrer, the accompanying  
5 memorandum of points and authorities, the request for judicial notice, the pleadings and papers on  
6 file in this action, and upon such further evidence, both oral and documentary, as may be offered  
7 at the time of the hearing.

8  
9 DATED: October 25, 2016

SEVERSON & WERSON  
A Professional Corporation

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11  
12 By: 

Bernard J. Kornberg

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14 Attorneys for Bank of America, N.A.  
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2 **DEMURRER**

3 Defendant Bank of America, N.A. ("BANA") hereby demurs to plaintiff Doris M.  
4 Walker, -Ceo: SIROD CO.'s ("Plaintiff") complaint as follows.

5 **DEMURRER TO THE ENTIRE COMPLAINT**

6 BANA demurs to the entire complaint on the basis that the action is barred by the  
7 doctrine of res judicata.

8 **DEMURRER TO THE FIRST CAUSE OF ACTION FOR FRAUD**

9 BANA generally demurs on the ground that Plaintiff's first cause of action for fraud  
10 fails to state facts sufficient to constitute a cause of action. (Code Civ. Proc. § 430.10(e).)

11 **DEMURRER TO THE SECOND CAUSE OF ACTION FOR WRONGFUL  
FORECLOSURE**

12 BANA generally demurs on the ground that Plaintiff's second cause of action for False  
13 Pretenses fails to state facts sufficient to constitute a cause of action. (Code Civ. Proc.  
14 § 430.10(e).)

15 **DEMURRER TO THE THIRD CAUSE OF ACTION FOR FRAUD**

16 BANA generally demurs on the ground that Plaintiff's third cause of action for schemes  
17 fails to state facts sufficient to constitute a cause of action. (Code Civ. Proc. § 430.10(e).)

18 **DEMURRER TO THE FOURTH CAUSE OF ACTION FOR COERCION**

19 BANA generally demurs on the ground that Plaintiff's fourth cause of action for deceit  
20 fails to state facts sufficient to constitute a cause of action. (Code Civ. Proc. § 430.10(e).)

21  
22 DATED: October 25, 2016

SEVERSON & WERSON  
A Professional Corporation

23  
24  
25 By: 

Bernard J. Kornberg

26  
27 Attorneys for Bank of America, N.A.

1  
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 This complaint by plaintiff Doris M. Walker, -Ceo: SIROD CO.' ("Plaintiff") against Bank  
5 of America, N.A. ("BANA") brings "four" entirely nebulous causes of action. The claims  
6 themselves though are incomprehensible, except to the extent that they appear to allege that  
7 BANA was engaged in some nebulous scheme to deprive Plaintiff of her property.

8 The complaint fails for two reasons. First, it is barred by *res judicata*. Similar actions  
9 were brought in 2011 and this year. Both were dismissed on the merits. Plaintiff cannot relitigate  
10 the claim.

11 Second, the complaint fails to state a claim as no actual facts are alleged that remotely  
12 come close to pleading a cause of action.

13 **II. PERTINENT FACTS**

14 The complaint is nearly bare of any intelligible facts or claims. On June 5, 2011, Plaintiff  
15 executed a deed of trust securing a loan in the amount of \$75,000 against the real property located  
16 at 1912 Castro Street, Oakland, CA 94612 (the "Property"). (Deed of Trust, Ex. A to RJN;  
17 Complaint ("Compl") at p.4:10-14.) Defendant BANA was the beneficiary of the deed of trust.  
18 (Deed of Trust, Ex. A to RJN.)

19 Walker fell into default. On March 10, 2016, the Property was sold via a non-judicial  
20 foreclosure sale to an Ali Obad. (Trustee's Deed Upon Sale, Ex. B to RJN.) A TDUS was  
21 promptly recorded. (*Id.*)

22 **III. THE COMPLAINT IS BARRED BY RES JUDICATA**

23 Plaintiff's claims are, at best, nebulous. However, to the extent that Plaintiff argues that  
24 BANA engaged in an illegal scheme to take title to the Property, that claim is barred by the  
25 doctrine of *res judicata*.

26 On October 20, 2011, Plaintiff filed a complaint in this Court entitled *Doris Walker v. Cal-*  
27 *Western Reconveyance Corporation and Bank of America*, Case No. RG11600882. (Complaint,  
28 RJN, Ex. C.) The complaint similarly alleged that BANA was taking illegal actions to foreclose

1 on the property. (*Id.*) This action was dismissed on demurrer without leave to amend. (Judgment,  
2 Ex. D to RJN.)

3 On June 8, 2016, Plaintiff filed a second complaint in this Court entitled *Doris Walker et*  
4 *al. v. National Default Servicing Corporation et al.*, Case No. RG16799263. (Complaint, Ex. E to  
5 RJN.) This complaint, while also mostly incoherent, alleged that BANA was wrongfully  
6 foreclosing on the Property. (*Id.* at p.4:1-7.) On April 20, 2016, this Court dismissed the  
7 complaint as to BANA with prejudice. (Judgment of Dismissal, Ex. F to RJN.) Plaintiff appealed,  
8 but the appeal was dismissed for failure to pay filing fees. (Docket of Appeal, Ex. G to RJN.)

9 The doctrine of res judicata protects litigants from the burden of re-litigating an identical  
10 issue with the same party or his privy and promotes judicial economy by preventing needless  
11 litigation. (*Parklane Hosiery Co., Inc. v. Shore* (1979) 439, U.S. 322, 326.) Under this doctrine, it  
12 is well-established that a judgment on the merits between two parties in prior action acts as an  
13 absolute bar to a cause of action between those same parties in a subsequent action. (*See v.*  
14 *Joughin* (1941) 18 Cal.2d 603, 606.)

15 Res judicata operates to bar the maintenance of a later action if (1) the claim decided in the  
16 former action is identical to the claim presented in this action; (2) there was a final judgment on  
17 the merits; and (3) the plaintiffs were parties (or a privy to a party) to the prior adjudication.  
18 (*Staniforth v. Judges' Retirement System* (2014) 226 Cal.App.4th 978, 988, citing *Lyons v.*  
19 *Security Pacific Nat. Bank* (1995) 40 Cal.App.4th 1001, 1015.) That is the case here. The prior  
20 actions raised the same issue as this one – whether BANA engaged in some illegal scheme to  
21 deprive Plaintiff of the Property. Both complaints resulted in prior judgments on the merits.  
22 Finally, BANA was a party to the prior actions and is a party to this action.

23 Finally, *res judicata* applies despite Plaintiff renaming some of her cause of actions. In  
24 California, a cause of action is not defined by the legal theories raised. Instead, whether a cause of  
25 action was previous raised is determined by looking at the “primary right” the cause of action  
26 seeks to enforce. (*Crowley v. Katleman* (1994) 8 Cal.4th 666, 681.)

27 [T]he primary right is simply the plaintiff’s right to be free from the  
28 particular injury suffered. It must therefore be distinguished from  
the legal theory on which liability for that injury is premised: “Even

1 where there are multiple legal theories upon which recovery might  
2 be predicated, one injury gives rise to only one claim for relief.”  
3 The primary right must also be distinguished from the remedy  
4 sought: “The violation of one primary right constitutes a single  
5 cause of action, though it may entitle the injured party to many  
6 forms of relief, and the relief is not to be confounded with the cause  
7 of action, one not being determinative of the other.”

8 (*Ibid.*; citations omitted.)

9 Because a cause of action is defined by what “primary right” is violated, “[r]es judicata  
10 precludes piecemeal litigation by splitting a single cause of action or relitigation of the same cause  
11 of action on a different legal theory or for different relief. (*Weikel v. TCW Realty Fund II Holding*  
12 *Co.*, *supra*, 55 Cal.App.4th at p.1245.) Here, the primary right sought to be protected by Walker  
13 in this action and the prior ones was the purported illegal foreclosure on her property due to some  
14 unnamed wrong by BANA. Accordingly, *res judicata* applies and this action is barred.

#### 15 IV. THE COMPLAINT FAILS TO STATE A CLAIM

16 The complaint, despite theoretically bringing four causes of action, only makes a few  
17 allegations. None of them actually are actually stated under any known cause of action and none  
18 state any claim.

19 Pages one through three of the complaint make allegations regarding some type of  
20 wrongdoing related to the real property at 581 Valle Vista Avenue. (Compl. at pp.1-3.) None of  
21 these allegations allege that BANA has anything to do with this property. (*Id.*) Nor does BANA  
22 have any connection to this property. Accordingly, these allegations fail to state any claim as to  
23 BANA.

24 Pages four to five of the complaint allege that somehow, the City of Oakland gave BANA  
25 the Property. (Compl. at p.4.) It is never articulated how this occurred, nor how this purported  
26 transfer was wrongful. Accordingly, this portion of the complaint also fails to state a claim.

#### 27 V. CONCLUSION

28 As Plaintiff’s allegations are barred by the doctrine of *res judicata*, and as none of  
29 Plaintiff’s allegations constitute factual allegations, nonetheless actually plead facts sufficient to  
30 state a claim, the Court should sustain the demurrer without leave to amend.

1 DATED: October 25, 2016

SEVERSON & WERSON  
A Professional Corporation

By: 

Bernard J. Kornberg

Attorneys for Bank of America, N.A.

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## REQUEST FOR JUDICIAL NOTICE

Pursuant to Evidence Code sections 452 and 453, by defendant Bank of America, N.A. ("BANA") hereby requests that this Court take judicial notice of the following documents:

1. Deed of Trust, recorded on June 7, 2001 in the Alameda County Recorder's Office as document number 2001193729. A copy of this document is attached as Exhibit A.

2. Trustee's Deed Upon Sale, recorded on March 16, 2016 in the Alameda County Recorder's Office as document number 2016063302. A copy of this document is attached as Exhibit B.

3. Complaint, filed in the case of *Doris Walker v. Cal-Western Reconveyance Corporation and Bank of America*, Alameda County Superior Court, Case No. RG11600882. A copy of this document is attached as Exhibit C.

4. Order Sustaining Demurrer, filed in the case of *Doris Walker v. Cal-Western Reconveyance Corporation and Bank of America*, Alameda County Superior Court, Case No. RG11600882. A copy of this document is attached as Exhibit D.

5. First Amended Complaint, filed in the case of *Doris Walker et al. v. National Default Servicing Corporation et al.*, Alameda Superior Court, Case No. RG16799263. A copy of this document is attached as Exhibit E.

6. Judgment of Dismissal, filed in the case of *Doris Walker et al. v. National Default Servicing Corporation et al.*, Alameda Superior Court, Case No. RG16799263. A copy of this document is attached as Exhibit F.

7. Docket of Appeal, filed in the case of *Doris Walker et al. v. National Default Servicing Corporation et al.*, California Court of Appeal, Case N. A148216. A copy of this document is attached as Exhibit G.



1 DATED: October 25, 2016

SEVERSON & WERSON  
A Professional Corporation

By: 

Bernard J. Kornberg

Attorneys for Bank of America, N.A.

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**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is One Embarcadero Center, Suite 2600, San Francisco, CA 94111.

On October 25, 2016, I served true copies of the following document(s):

**NOTICE OF DEMURRER AND DEMURRER; REQUEST FOR JUDICIAL NOTICE**

on the interested parties in this action as follows:

**Doris M. Walker**  
1912 Castro Street  
Oakland, CA 94612

**Ronald William Carter**  
PO Box 32287  
Oakland, CA 94604

**Maxwell Nnamdi Njelita**  
436 14th St Ste 1107  
Oakland, CA 94612

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Severson & Werson's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 25, 2016, at San Francisco, California.

  
Erica Wheelock Holloway

# EXHIBIT A

RECORDING REQUESTED BY  
OLD REPUBLIC TITLE CO.

Submitted for recording by, and when recorded,  
return to

**Bank of America**

Branch POST CLOSING REVIEW #1255  
Address P.O. BOX 2314  
City RANCHO CORDOVA  
State CA  
Zip 95741  
Loan # 00500530450859001  
Reference # 010102-011371210210

2001193729 06/07/2001 08:30 AM  
OFFICIAL RECORDS OF RECORDING FEE: 15.00  
ALAMEDA COUNTY  
PATRICK O'CONNELL



3 PGS

1602556

Space above this line for Recorder's Use

## SHORT FORM DEED OF TRUST

This Deed of Trust is made on 5th June, 2001 by  
DORIS WALKER, AN UNMARRIED PERSON

(collectively and individually "Trustor"); Equitable Deed Company ("Trustee"); and the beneficiary, Bank of America, N.A. ("Bank"). Trustee is a subsidiary of Bank. Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust. The words "I," "me," and "my" in this Deed of Trust refer to the Trustor, whether one or more.

Bank and I agree:

1. Property Security. For the purpose of securing the obligations described below, I irrevocably grant, convey, transfer and assign to Trustee, in trust with power of sale, the property located in ALAMEDA County, California described as follows:

WHAT PORTION OF BLACK 295 OF "BOARDMAN'S, MAP OF OAKLAND AND VICINITY" FILED APRIL 23, 1883, IN BOOK 17 OF MAPS, PAGE 14, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS, BEGINNING AT A POINT OF THE EASTERN LINE OF CASTRO STREET, DISTANT THEREON NORTHERLY 75 FEET, 9 INCHES FROM THE LINE OF 19TH STREET, THENCE NORTHERLY ALONG SAID LINE OF CASTRO STREET, 27 FEET, THENCE AT RIGHT ANGLES EASTERLY 91 FEET, THENCE AT RIGHT ANGLES SOUTHERLY 27 FEET; THENCE AT RIGHT ANGLES WESTERLY 91 FEET THE POINT OF BEGINNING. APN: 003-0043-017

OLD REPUBLIC TITLE COMPANY  
has requested that this document  
be recorded as an ACCOMMODATION ONLY  
It has not been examined for regularity,  
sufficiency, or effect on the title to  
the property herein described.

with the street address: 1912 CASTRO STREET, OAKLAND, CA 94612

and with Parcel No. 003-0043-017 and including all improvements and fixtures now or later erected on the property, and all easements, rights, appurtenances and fixtures now or later a part of or related to the above described property (collectively the "Property").

This Deed of Trust secures (a) all of the obligations of the borrowers under the Disclosure and Loan Agreement dated 06/05/01, and naming DORIS WALKER

as borrowers, in the original principal sum of \$ 75,000.00 with interest thereon, as well as any modifications, extensions and renewals thereof (collectively, the "Loan Agreement"), (b) the repayment of all other sums, with interest thereon, advanced in accordance with this Deed of Trust, and (c) the performance of each obligation in this Deed of Trust.

2. Payment of Principal and Interest. I will pay or cause to be paid all obligations evidenced by the Loan Agreement as provided therein.

To Protect the Security of this Deed of Trust, I Agree: By the execution and delivery of this Deed of Trust and the Loan Agreement secured hereby, that provisions (3) to (20), inclusive of the fictitious deed of trust recorded in ALAMEDA County 09/13/99

, as Instrument No. 99346652 in Book/Reel \_\_\_\_\_ and at Page/Image \_\_\_\_\_ of Official Records of County Recorder of that county, (which provisions, identical in all counties, are printed on the following pages) hereby are adopted and incorporated herein and made a part hereof as though set forth at length; and I will observe and perform such provisions; and that the reference to Property, obligations, and parties in such provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust

Truster requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Truster at the Truster's address shown below, or if no address is shown, then at the address of the Property.

Signature

Doris Walker  
DORIS WALKER

Mailing Address for Notices:

Street City and State

581 VALLE VISTA AVENUE PIEDMONT, CA 94610

#### GENERAL ACKNOWLEDGMENT

State of California

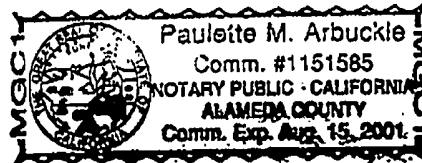
County of Alameda

On 6-5-01 before me, Paulette Arbuckle <sup>Notary Public</sup> personally appeared Doris Walker

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Paulette Arbuckle (SEAL)



ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document  
to which this statement is attached, reads as follows:

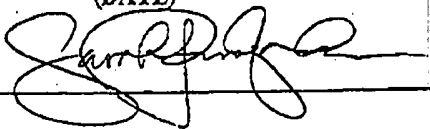
NAME OF NOTARY PUBLIC: PAULETTE M. ARBUCKLE

COMMISSION NUMBER: 1151585

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMM. EXPIRES: AUGUST 15<sup>TH</sup>, 2001  
(DATE)

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: SARAH N. PUNZALAN

CITY & STATE OF EXECUTION: ALAMEDA, CALIFORNIA

DATE SIGNED: 06-06-01

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

# EXHIBIT B

RECORDING REQUESTED BY :

WHEN RECORDED MAIL TO :

ALI OBAD  
5800 BANCROFT AVENUE  
OAKLAND CA 94605  
FORWARD TAX STATEMENTS TO:  
ALI OBAD  
5800 BANCROFT AVENUE  
OAKLAND CA 94605



2016063302

03/16/2016 10:40 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
STEVE MANNING  
RECORDING FEE: 18.00  
COUNTY TAX: 357.50  
CITY TAX: 4875.00



2 PGS

NDSC File No. : 15-31506-BA-CA  
Title Order No. : 15-0018061

APN: 003-0043-017

### TRUSTEE'S DEED UPON SALE

Transfer Tax : \$

The Grantee herein WAS not the Beneficiary

The amount of the unpaid debt was \$98,951.48

The amount paid by the Grantee was \$325,000.00.

The property is in the city of Oakland, County of Alameda, State of CA.

COUNTY TAX \$357.50  
CITY TAX \$4,875.00

National Default Servicing Corporation, an Arizona Corporation, as the duly appointed Trustee (or successor Trustee or Substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without any covenant or warranty to :

ALI OBAD

herein called Grantee, the following described real property situated in Alameda County :

THAT PORTION OF BLACK 295 OF "BOARDMAN'S MAP OF OAKLAND AND VICINITY" FILED APRIL 23, 1883, IN BOOK 17 OF MAPS, PAGE 14, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EASTERN LINE OF CASTRO STREET, DISTANT THEREON NORTHERLY 75 FEET, 9 INCHES FROM THE LINE OF 19TH STREET; THENCE NORTHERLY ALONG SAID LINE OF CASTRO STREET, 27 FEET; THENCE AT RIGHT ANGLES EASTERLY 91 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 27 FEET; THENCE AT RIGHT ANGLES WESTERLY 91 FEET TO THE POINT OF BEGINNING.



This conveyance is made pursuant to the powers conferred upon Trustee by said Deed of Trust executed by **Doris Walker, an unmarried person**, as Trustor, recorded on **06/07/2001** as Instrument No. **2001193729** (or Book, Page) of the Official Records of **Alameda County, CA**.

All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, the recording, mailing, posting, and publication of the Notice of Trustee's Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **03/03/16** Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, which amount was **\$325,000.00**.

Dated: 03/10/16  
Corporation

National Default Servicing Corporation, an Arizona

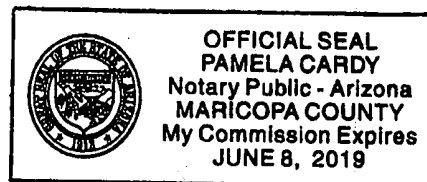
By: Carmen Navejas 3/10/16  
Carmen Navejas, Trustee Sales Officer

State of ARIZONA  
County of MARICOPA

On 3/10/2016 before me, the undersigned, a Notary Public for said State, personally appeared **Carmen Navejas** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pamela Cardy



# EXHIBIT C

**FILED**  
ALAMEDA COUNTY

OCT 20 2011

CLERK OF THE SUPERIOR COURT  
*A. P. de Jesus*  
DEPUTY

Name: DORIS WALKER, Pro Per.  
Address 581 Valle Vista Avenue  
City: Oakland,  
State: California 94610

Attorney: To Be Named.

Telephone: 510-444-3954

Cell Phone: 510-730-6463

Cell Phone: 510-258-4862

THE SUPERIOR COURT of CALIFORNIA  
County of Alameda  
Civil Division  
Oakland, California 94610

DORIS WALKER (~~Does 1-10~~) *DW.*  
Plaintiffs, )

Case Number: RC1 1600 882

Vs, )

COMPLAINT:

*DW.* )  
CAL-WESTERN RECONVEYANCE )  
CORPORATION and BANK of America, )  
Does 1 thru 1 million, )  
Defendants. )

FORECLOSURE / FRAUD  
and FRAUD ACCOUNTS

Time: To Be Named;  
Date: To Be Given;  
Department: To Be Named;  
JUDGE: TO BE NAMED.

Re: Trustee Sale No. 1325388-03 tsg:0077686:

PLAINTIFF, Doris Walker do own the duplex, located at 1912 Castro Street, located i  
Oakland, California 94612. whose mailing address is 581 Valle Vista Avenue, Oakland,  
California 94610.

Page one

FORECLOSURE FRAUD AND FRAUD ACCOUNTS / CAL-RECONVEYANCE CORP. AND BANK OF AMERICA

1  
2 The \$60,000 dollar balance was paid off by Bank of America on June 11, 2001.

3 Comptroller of the Currency . Administrator of National Banks was notified of all accounts  
4 on this property by Bank of America. THE COMPTROLLER OF CURRENCY opened a  
5 case file #01475526 March 11, 2011. and The President 's Office is involved. Examples:

- 6 1. This property was sold in an Oregon Sale in 2002.  
7  
8 2. This property was claimed by Bank of America as a Reo through a bankruptcy  
9 of the buyer-Doris Walker. This claim was dated May 15, 2003.  
10  
11 3. Violation of plaintiffs' Civil Rights.

12 I. DORIS WALKER do request the following documents:

- 13 1. Application for loan # 02500121545816998-loan amount \$60,000 4/28/00.  
14 2. Financial statement presented to Bank of America on or before April 28, 2000.  
15 3. Credit Report for Doris Walker for year 1999/2000 or 2001.  
16 4. Income Tax Report as reported to Bank of America 2000.(For Loan).  
17 5. I do request Bank of America provide the same as above on the following loan  
18 6. #00500530450859001-amount \$75,000-A trust Deed Account.L  
19 7. Also provide a Trust Deed Assignment on both accounts.  
20  
21 8. Others to be named.

22 DAMAGES WILL BE FILED AT A LATER DATE. I REQUEST ALL FEES BE PAID  
BY DEFENDANTS.

23 PLAINTIFFS DECLARE THE ABOVE IS TRUE AND PRAYS FOR RELIEF OF THESE  
24 MATTERS.

25 Sign: *Doris Walker* Date: *10/20/11*

26 PAGE 2

27 END

# EXHIBIT D

Doris Walker  
581 Valle Vista Avenue  
Oakland, CA 94610

Cal-Western Reconveyance  
Corporation

**Superior Court of California, County of Alameda**  
**Rene C. Davidson Alameda County Courthouse**

Walker	No. <u>RG11600882</u>
Plaintiff/Petitioner(s)	Order
VS.	Demurrer
Cal-Western Reconveyance Corporation	Sustained
Defendant/Respondent(s)	
(Abbreviated Title)	

The Demurrer was set for hearing on 03/07/2013 at 03:00 PM in Department 22 before the Honorable Robert McGuiness. The Tentative Ruling was published and was contested.

Doris Walker appearing in pro per. Moving Party Bank of America appeared by counsel Kim, Stella

The matter was argued and submitted, and good cause appearing therefore,

**IT IS HEREBY ORDERED THAT:**


The tentative ruling is affirmed as follows: On the Demurrer of Defendant Bank of America, N.A. to the Second Amended Complaint of Plaintiff Doris Walker ("Plaintiff"), the Court orders as follows:

Preliminarily, the court notes that there was a 'request for motion amend the complaint' filed on 10/11/12, and the court deemed it as the Second Amended Complaint at the CMC on 10/16/12. This is what this demurrer has now addressed. Since then, Plaintiff filed documents on 10/17 and 10/23/12, which were filed without leave. Additionally, they are also unintelligible and not drawn or filed in conformity with the laws of this state; therefore, the documents are hereby STRICKEN pursuant to CCP 436.

The Demurrer in its entirety is SUSTAINED WITHOUT LEAVE TO AMEND. After several opportunities to amend, Plaintiff still fails to state facts sufficient to constitute a cognizable cause or causes of action against Defendant.

Defendant Bank of America, N.A. (erroneously sued as Bank of America) is hereby DISMISSED.

Dated: 03/07/2013

 facsimile

Judge Robert McGuiness

Order

SHORT TITLE:

Walker VS Cal-Western Reconveyance Corporation

CASE NUMBER:

RG11600882

ADDITIONAL ADDRESSEES

---

Reed Smith LLP  
Attn: Quinto, Sara J.  
101 Second Street  
Suite 1800  
San Francisco, CA 94105

---

Order

Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse

Case Number: RG11600882  
Order After Hearing Re: of 03/07/2013

**DECLARATION OF SERVICE BY MAIL**

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed on 03/08/2013.

Executive Officer / Clerk of the Superior Court

By



Digital

Deputy Clerk



# EXHIBIT E

1 DORIS M. WALKER, and JEREMIAH CRUZ, pro per

2 Mailing Address:

3 1912 Castro Street

4 Oakland CA, 94612

Email: [Piaceremoi@yahoo.com](mailto:Piaceremoi@yahoo.com)

Email: [Cruz486@gmail.com](mailto:Cruz486@gmail.com)

5 ATTORNEIES: TO BE NAMED.

6  
7 SUPERIOR COURT OF CALIFORNIA

8 County of Alameda

9 1225 Fallon Street

10 Oakland CA, 94612

11 Civil Division

FILED

ALAMEDA COUNTY

JAN 08 2018

CLERK OF THE SUPERIOR COURT

By Judith de Juan Deputy

12 DORIS WALKER and JEREMIAH CRUZ

CASE NO: RG 16799263

13 PLAINTIFFS,

*Amended*

COMPLAINTS:

14 VS.

15 NATIONAL DEFAULT SERVICING

16 CORPORATION,

17 THE COMMUNITY and ECONOMIC

18 DEVELOPMENT AGENCY OF

19 THE CITY OF OAKLAND,

20 BANA,

21 BANK OF AMERICA,

22 Does one and ten thousand.

23 DEFENDANTS.

1. WRONGFUL FORECLOSURE;

2. WRONGFUL OCURENCES,

3. FRAUD, 4. COERCION, 5. SCAM,

6. DECEIT, 7. DECEPTIVE PRACTICES,

8. VIOLATION OF FAIR DEBT PRACTICE

ACT.

TIME; TO BE ASSIGNED.

JUDGE: TO BE ASSIGNED.

to Be amended. ;

24 FACTS:

25 TO ALL PERSONS OF INTEREST, AND ATTORNEYS OF RECORDS:

26 NOW COMES DORIS WALKER to contest the defendants alleged claims. Doris Walker nor

Jeremiah Cruz have ever owed a debt nor Deed of Trust, to any defendants: BANK OF AMERICA, NATIONAL DEFAULT SERVICING CORPORATION, THE COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY, BANA, NOR BANK OF AMERICA.

**FACT TWO:** (Violation of FCCPA and FDCPA)

For thirteen years Plaintiffs have tried vigorously to communicate with Bank of America/ Countrywide Home loans to no avail. Defendants ignored Plaintiffs complaints. Plaintiffs tried numerous times to file complaints in The Superior Courts, and were denied the opportunity to discuss the Fair Debt Collection Practice Act and The Federal Consumer Protection Act.

Statement. The foreclosure is set for January 21, 2016.

GOODIN v.. BANK OF AMERICA N.A.  
Violation of FCCPA and FDCPA.

**FACT THREE:**

Plaintiffs notified the Attorney General of The State of California The HONORABLE KAMALA HARRIS. On September 7, 2010, a notice was sent to the Attorney General and a response came on February 8, 2011. Upon the advice of the Attorney General, the CONTROLLER of BANKS and CURRENCY became engaged in the matter shortly thereafter.

The Controller's findings are still pending since January 10, 2014. FACTS PENDING.

Code of Civil Procedure: Div. 1. Persons {38-86} Part 2. Personal rights {43-53.7}  
see: Exhibit "C" Kamala

**CAUSE: 1.**

According to the chain of titles in Alameda County Records show, Bobbie Brown had a mortgage with Eureka Bank. It further shows Bobbie Brown deeded the PROPERTY to Lily Cruz March 23, 1996. Lily Cruz was never in foreclosure, nor any debt has ever been filed against Lily Cruz nor any Notice of Default has been served to Plaintiff Lily Cruz.

**CAUSE 1- A**

**Doris Walker has never owed a debt to BANK OF AMERICA Nor BANA.**

**Cause 2.**

This is a Wrongful Foreclosure and Wrongful Occurrences by BANK OF AMERICA, BANA, COUNTRYWIDE HOME LOANS, COUNTRYWIDE MORTGAGE LOANS.

1 THE COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY OF THE CITY OF  
2 OAKLAND and THE NATIONAL DEFAULT SERVICING CORPORATION.

3 see: Exhibit NDSC "A"

4 CAUSE: 3.

5 Bank of America and The City of Oakland are using two addresses.. The addresses are  
6 1812 Castro Street, Oakland , CA 94612 and 1912 Castro Street Oakland, CA 94612. The City  
7 of Oakland owns 1812 Castro Street and Doris Walker, CEO of SIROD CO. and partners  
8 are owners of 1912 Castro Street, Oakland, California 94612. since October 31, 1996.

9 Exhibit See 1812 and 1912 "B"

10 DESCRIPTION OF 1912 CASTRO STREET:

11 "That portion of block 295 of Boardman's Map of Oakland and vicinity filed April  
12 23, 1883 in Book 17 of Maps , Page 14 records of said County, Described as follows:

13 Beginning at a point on the Eastern side of Castro Street, Distant There Northerly  
14 76 feet 9 inches from the Northern line of 19<sup>th</sup> Street, thence Northerly along said  
15 line Of Castro Street, 27 Feet, thence at right angles easterly 91 feet ; thence at right  
16 angles southerly 27 feet ; thence at right angle westerly 91 feet to the point of  
17 beginning.. Assessor's Parcel 003-0043-017.

18 Doris M. Walker nor Jeremiah Cruz owed BANK OF AMERICA , nor BANA.

19 No application has ever been made to any of the above.

20 CAUSE 4

21 There is difference with the "Tender" owed in the property located at 1812 Castro Street,  
22 owned by the City of Oakland, and The Property owned by Doris M. Walker, CEO of SIROD  
23 CO., of which would be a difference in "Tender" in the property located at 1812 Street Property  
24 and the "Tender" of which is alleged in the property located at 1912 Castro Street.

25 Article 4 and 9 (accepted by The State of California.

26 CAUSE 5

27 Regulators of the Board of Govenors of the Federal Reserve System and operating  
28 circulators of the Federal Reserve Banks Supercedes Any Inconsistency provisions of this  
Article to the extent of the Inconsistency

CAUSE 6

WRONGFUL FORECLOSURE;

The Wrongful Foreclosure that is set for January 21, 2016 is for the property located at 1812  
Castor Street A.P.N. 003-0043-0037

The property located at 1912 Castro Street , A.P.N.. is 003-0043-0017. The foreclosure  
of January 21, 2016 forecloses on the property located on 1912 Castro Street, Oakland, 94610  
described above. This is a carefully prepared scheme and scam.

GOODIN . V. BANA.

CAUSE 7

WRONGFUL OCCURRENCES:

The 1912 Castro Street Street A.P.N. above records of which show was "Sold" on  
October 21, 2011, and is waiting for the foreclosure of January 21, 2016 foreclosure to  
get a Page Number and a Map Number. This is a scam and a scheme used BY ECONOMIC  
DEVELOPMENT AGENCY..

scheme;

CAUSE: 8

THIS SCHEME IS OPERATED BY FURNISHING PRIVATE RECORDS ALLEGEDLY  
FOUND IN THE CITY RECORDS OF INDIVIDUALS AND SUPPLYING THE RECORDS  
TO BANA, and BANK OF AMERICA TO STEAL PROPERTY. THE CITY GETS ITS  
PAY AFTER THE FORECLOSURE, FROM THE FORECLOSED LOANS OR MORTGAGES.  
THIS IS OPERATED INCLUSIVE LY WITH BANKS AND WITH SOME UNITED STATES  
BANKRUPTCY COURT TRUSTEES AND JUDGES..

CAUSE; 9.

BANK OF AMERICA , BANA, AND COUNTRYWIDE HOME LOANS OR MORTGAGES.  
and THE COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY CALL THESE  
STOLEN PROPERTY LOANS NON- JUDICIAL. THESE CASES NEVER SEE INSIDE  
A COURT OF LAW.

GOODIN V. BANA.

Signed:

Doris Walker

Doris Walker 1/7/16

Wrongful Foreclosure

Signed:

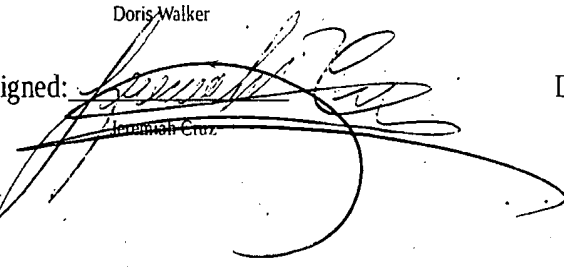
Jeremiah Cruz 1/7/16

Page 4

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Signed: Doris Walker

Date: 1/7/16

Signed:   
Jeremiah Cruz

Date: 7 Jan 2016

RG 16799263

EXHIBIT A

RECORDING REQUESTED BY:  
National Default Servicing Corporation  
WHEN RECORDED MAIL TO:  
NATIONAL DEFAULT SERVICING CORPORATION  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

T.S. No. 15-31506-BA-CA  
Title No. 15-0018061  
A.P.N. 003-0043-017

## NOTICE OF TRUSTEE'S SALE

**ATTENTION RECORDER:** THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY PURSUANT TO CIVIL CODE 2923.3

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THE DOCUMENT ATTACHED

註: 附件中有一摘要

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG SUOD NG INFORMASYON SA DOCUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO BẤY LÀ BẢNG TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/05/2001. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: Doris Walker, an unmarried person  
Duly Appointed Trustee: National Default Servicing Corporation  
Recorded 06/07/2001 as Instrument No. 2001195729 (or Book, Page) of the Official Records of Alameda County, California.

Date of Sale: 01/21/2016 at 9:00 AM

Place of Sale: Seattish Rite Center, 3rd Floor Lodge/Banquet Room, 1547 Lakeside Dr., Oakland, CA 94612

Estimated amount of unpaid balance and other charges: \$95,000.00

Street Address or other common designation of real property: 1912 Castro Street, Oakland, CA 94612

A.P.N.: 003-0043-017



Page 2

Notice of Trustee's Sale

T.S. No. 15-31506-BA-CA

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The requirements of California Civil Code Section 2923.5(b)/2923.55(c) were fulfilled when the Notice of Default was recorded.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 800-280-2832 or visit this Internet Web site [www.ndscorp.com/sales](http://www.ndscorp.com/sales), using the file number assigned to this case 15-31506-BA-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Date: 12/23/2015

National Default Servicing Corporation  
c/o Tiffany & Bosco, P.A., its agent,  
1230 Columbia Street, Suite 600  
San Diego, CA 92101 Toll Free Phone: 800-264-4010  
Sales Line 800-280-2832; Sales Website: [www.ndscorp.com/sales](http://www.ndscorp.com/sales)

---

Zahara Joyner, Trustee Sales Representative

EXHIBIT B

*3 Pages*

## RECORDING REQUESTED BY:

The City of Oakland

## WHEN RECORDED MAIL TO:

City of Oakland  
Community and Economic  
Development Agency  
255 Frank H. Ogden Plaza, 5th Floor  
Oakland, CA 94612  
Attn: Sales Documents  
Order No.: 6A-15344

RECEIVED IN OFFICE OF ALameda Co.  
Patricia S. Edwards, Clerk-Recorder  
35.00

96522058 08:30AM 09/17/96

065 371743 37.00 000000  
222 460 4 14.00 0.00 0.00 0.00 0.00 0.00  
2.00

RECORDING REQUESTED BY  
ORDINANCE NO. 15344DEED OF TRUST WITH ASSIGNMENT OF INTEREST  
This Deed of Trust contains no warranties or covenants.This DEED OF TRUST, made this 11th day of September, 1996, between

Hazel S. Johnson, a widow

, herein called TRUSTOR

whereas situated in

1812 Castro Street  
(Number and Street)Oakland  
(City)California 94612  
(State Zip)

OLD REPUBLIC TITLE COMPANY, a California corporation, herein called TRUSTEE and

The City of Oakland, as a Municipal Corporation

, herein called GUARANTY.

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the

City of Oakland,

County of

Alameda,

State of California, described as

See Attached Legal Description Exhibit "A", which by reference is incorporated herein.

Assessor's Parcel No.: 003-0043-034

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon said Trustee by and apply such rents, issues and profits, for the purpose of assuring (1) payment of the sum of \$12,500.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Guaranty, and certificates or renewals thereof, (2) the performance of each obligation of Trustor, guaranteed by references to said promissory note and (3) payment of said principal sum and interest thereon which may hereafter be owed to Trustor, or his assigns or assigns, when due by a promissory note or notes residing and they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each one of all of the covenants, and agrees and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and its amendments and all of the terms and provisions set forth in subdivisions B of the Resolution of Trust recorded in Contra Costa County August 17, 1954, and in all other covenants August 18, 1954, in the last and at the page of

52 15 29 644

1812 Castro

Comment:

95320169

ILLEGIBLE NOTARY SEAL DECLARATION  
GOVERNMENT CODE SECTION 27361.7

I DECLARE UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS DECLARATION IS ATTACHED  
READS AS FOLLOWS:


Charles T. Wacker  
NAME OF NOTARY PUBLIC

MARCH 21, 2002  
DATE COMMISSION EXPIRES

Alameda  
PLACE THIS DECLARATION IS MADE

9-15-PP  
DATE THIS DECLARATION IS MADE

OLD REPUBLIC TITLE COMPANY  
1025 ATLANTIC AVENUE, SUITE 100  
ALAMEDA, CALIFORNIA 94501

  
SIGNATURE

RG 16799263

## EXHIBIT C



---

Comptroller of the Currency  
Administrator of National Banks

---

January 10, 2014

1/10/14

Doris Walker  
581 Valle Vista Avenue  
Oakland CA 94610

Re: Case# 01475526

BANK OF AMERICA, NATIONAL ASSOCIATION

Dear Ms. Walker:

The Office of the Comptroller of the Currency (OCC) is responding to your letter regarding the above-referenced financial institution. The focus of the OCC's review of consumer complaints against national banks and federal savings associations (thrifts) is to determine whether the financial institutions' actions are consistent with banking statutes, regulations or any policies that are applicable to nationally chartered banking institutions and federal savings associations (thrifts).

In most instances, the financial institution responds directly to you and copies us in writing. If the financial institution has satisfactorily addressed your issues and/or concerns no further action on your part is required. However, if the financial institution failed to address any of your issues, you disagree with their response, or you have not heard from the financial institution please contact the CAG in writing within 30 days of receiving this letter at [helpwithmybank.gov](mailto:helpwithmybank.gov). Please include in your reply your case number, the specific issues that the financial institution failed to address or, if applicable, the reasons you disagree with the financial institution's assessment.

We trust this is responsive to your complaint. If we can assist you in the future, please do not hesitate to contact our office.

Sincerely,

*Customer Assistance Group*

---

The Customer Assistance Group's consumer complaint process is a service that is provided to customers of national banks and federal savings associations (thrifts). Information provided within this letter is specifically related to an individual consumer complaint and should not be construed as either a legal opinion of the OCC or a supervisory action. If you are not satisfied with the resolution of your complaint, you may wish to consult legal counsel so as to preserve your rights.

Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050

Phone: (800) 613-6743, FAX: (713) 336-4301

Internet address: [www.helpwithmybank.gov](http://www.helpwithmybank.gov)

Edmund G. Brown Jr.  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



FAX TRANSMISSION COVER SHEET

**IMPORTANT/CONFIDENTIAL:** THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THE MESSAGE CONTAINS INFORMATION FROM THE STATE OF CALIFORNIA, ATTORNEY GENERAL'S OFFICE, WHICH MAY BE PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS COMMUNICATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.

DATE: 09-07-10 TIME: 9:45 NO. OF PAGES: 2  
(INCLUDING FAX COVER SHEET)

TO: NAME: DORIS WALKER  
OFFICE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
FAX NO.: 510-744-3254 PHONE NO.: \_\_\_\_\_

FROM:

NAME: LUANNE LOUIS  
OFFICE: CA DEPT OF JUSTICE - ATTORNEY GENERAL  
LOCATION: OAKLAND, CA 94612-0550  
FAX NO.: 510-622-2272 PHONE NO.: 510-622-2100

MESSAGE / INSTRUCTIONS

*Mail form + additional pages to  
Public Inquiry Unit.  
Address is on the form.*

PLEASE DELIVER AS SOON AS POSSIBLE  
FOR ASSISTANCE WITH THIS FAX, PLEASE CALL THE SENDER



KAMALA D. HARRIS  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



PUBLIC INQUIRY UNIT  
P.O. BOX 944255  
SACRAMENTO, CA 94244-2550  
(916) 322-3360  
TOLL FREE: (800) 952-5225  
TTY: CA Relay Service  
(800) 735-2922

February 8, 2011

2/8/11

PIU: 397915

Ms. Doris Walker  
581 Valle Vista Avenue  
Oakland, CA 94610

916-322-3360

RE: Bank of America, NA

Dear Ms. Walker:

Thank you for your recent correspondence to the Office of the Attorney General.

We have reviewed your correspondence and determined that the following agency is in a much better position to render assistance to you in this matter. If you wish to pursue the matter further, we suggest you contact:

Office of the Comptroller of the Currency  
Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050  
Telephone: 1-800-613-6743  
E-mail: [Customer.Assistance@occ.treas.gov](mailto:Customer.Assistance@occ.treas.gov)  
Internet: <http://www.occ.treas.gov/>

We hope that our effort to help you to identify the correct government office to address your concern will be beneficial to you.

Again, thank you for contacting the Office of the Attorney General.

Sincerely,

K. Savona  
Public Inquiry Unit

For KAMALA D. HARRIS  
Attorney General

# EXHIBIT F

COPY

\*13926081\*

**FILED**  
**ALAMEDA COUNTY**

**APR 20 2016**

CLERK OF THE SUPERIOR COURT

By Debra Shupe Deputy

*J. Hargnd*

1 MARK JOSEPH KENNEY (State Bar No. 87345)  
mjk@severson.com  
2 BERNARD J. KORNBERG (State Bar No. 252006)  
bjk@severson.com  
3 SEVERSON & WERSON  
A Professional Corporation  
4 One Embarcadero Center, Suite 2600  
San Francisco, California 94111  
5 Telephone: (415) 398-3344  
Facsimile: (415) 956-0439

6 Attorneys for Bank of America, N.A.

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF ALAMEDA

11 Doris Walker and Jeremiah Cruz,

12 Plaintiffs,

13 vs.

14 National Default Servicing Corporation *et al.*,

15 Defendants.

Case No. RG16799263

**JUDGMENT OF DISMISSAL**

Date: March 30, 2016

Time: 9:00 a.m.

Dept.: 18

Action Filed: January 7, 2016

Reservation No.: 1707777

*Received*  
**APR 19 2016**

**BY FAX**

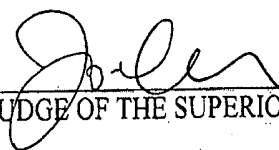
JUDGMENT OF DISMISSAL

1 Pursuant to the April 13, 2016 order sustaining defendant Bank of America, N.A.'s  
2 ("BANA") demurrer to the complaint of plaintiffs Doris Walker and Jeremiah Cruz ("Plaintiffs"),  
3 it is hereby

4 ORDERED, ADJUDGED AND DECREED that:

- 5 1. This action is hereby dismissed as to BANA, with prejudice;  
6 2. Plaintiffs shall recover nothing from BANA.  
7 4. A certified copy of this judgment of dismissal may be recorded in the official  
8 records of Alameda County.

9  
10 DATED: April 20, 2016

11  
12   
13 JUDGE OF THE SUPERIOR COURT

14 JO-LYNNE Q. LEE  
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On April 19, 2016, I served true copies of the following document(s):

on the interested parties in this action as follows:

**BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Severson & Werson's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Executed on April 19, 2016, at San Francisco, California.

Erica L. Wheelock

**Superior Court of California, County of Alameda  
Rene C. Davidson Alameda County Courthouse**

Case Number: RG16-799263  
Judgment of Dismissal

**DECLARATION OF SERVICE BY MAIL**

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed on **APR 25 2016**

Chad Finke  
Executive Officer, Clerk of the Superior Court

By: \_\_\_\_\_

*Janelle Hosford*  
Janelle Hosford

Deputy Clerk

**SEVERSON & WERSON**  
One Embarcadero Center  
Ste 2600  
San Francisco, CA 94111

**Doris Walker & Jeremiah Cruz**  
1912 Castro Street  
Oakland, CA 94612

**CITY OF OAKLAND**  
Attn: B. Parker  
One Frank Ogawa Plaza  
6<sup>th</sup> FL  
Oakland, CA 94612



# EXHIBIT G



<b>Appellate Courts Case Information</b>	<b>CALIFORNIA COURTS</b> THE JUDICIAL BRANCH OF CALIFORNIA
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1st Appellate District

Change court 

Court data last updated: 06/15/2016 04:26 PM

## Docket (Register of Actions)

Walker v. Bank of America N. A. et al.

Division 3

Case Number A148216

Date	Description	Notes
05/05/2016	Notice of appeal lodged/received.	By Doris Walker in propria persona Plaintiff/ Appellant filed 4/22/16.
05/05/2016	Notified parties of local rules and procedures.	
05/05/2016	Default notice sent-appellant notified per rule 8.100(c).	
05/05/2016	Appellant's notice designating record on appeal filed in trial court on:	Designating CT without RT filed 4/22/16.
05/25/2016	Record on appeal filed.	CT 1
05/26/2016	Appeal dismissed per rule 8.100(c).	BY THE COURT: Appellant having failed to pay the statutory filing fee in compliance with rule 8.100(b)(1) of the California Rules of Court, after notice having been given pursuant to rule 8.100(c)(1), the appeal filed on April 22, 2016 is dismissed.
05/26/2016	Note:	no CCIS filed.

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