16067579

MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Renee Shizue Yamagishi AKA Renee Shizue Ramos 2703 Mathews Street Berkeley, CA 94702 TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ryamagishi@gmail.com ATTORNEY FOR (Name): Plaintiff in Pro Per	FILED ALAMEDA COUNTY JAN 02 2018 CLERK OF THE SUPERIOR COURT By D. OLIVER, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Courthouse	
PLAINTIFF/PETITIONER: RENEE SHIZUE YAMAGISHI DEFENDANT/RESPONDENT: NATIONSTAR MORTGAGE LLC, et al	
DECLARATION	CASE NUMBER: RG-17852775

I, Renee Shizue Yamagishi AKA Renee Shizue Ramos, declare under penalty of perjury the following as FACT attested to by myself as a real party in interest to the matter and an aggrieved party who brought the Complaint before this court. I, the living human being, declarant for RENEE SHIZUE YAMAGISHI aka RENEE SHIZUE RAMOS am able and willing to testify under oath in a court of law and any tribunal conducted in honor at any time now or in the future with regards to the instant case, matter and dispute.

1. I am Plaintiff Pro Per in the above-entitled case; action filed March 14, 2017.

2. A demurrer was filed into the case as self-stated legal representative of some of the named Defendants.

3. Plaintiff contacted the legal representative naming these defendants and pointed out the demurrer pleading was filed improperly without a duly-held Meet and Confer conference by telephone or in person prior to the filing of the demurrer, to discuss substantive issues of dispute raised on demurrer for the purposes of good faith attempt at clarification and mutual concurrence on any points to which both parties could in fact concur; thus alleviating the court of burdensome hearing by hearing points raised on demurrer which clearly remained in dispute for the court to adjudicate. The amended Meet and Confer rules, adopted in 2016, were violated by the filing of this demurrer absent any such in-person or telephonic conference.

4. A hearing on this demurrer was scheduled by the court for November 15, 2017. On October 31, 2017 Plaintiff attempted to bring Defendants' demurrer into compliance by informal email requested sent to counsel, that all parties duly perform Meet and Confer Rule compliance by withdrawing the improperly-filed demurrer, stipulating to a continuance of the November 15, 2017 hearing, thus allowing time to hold (cont. pgs 2-4) #5-16

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

Date: December 29, 2017

RENEE S. YAMAGISHI aka Renee S. Ramos
(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☑ Other (Specify): Plaintiff in ProPer

substantive and meaningful discussion by phone or in person according to Rules of Court and the statute [CaCodeCivProc 430.41]. Plaintiff conveyed that no default would be entered against Defendants upon demurrer withdrawal if counsel would so stipulate. The email was followed up by several phone calls to the office of counsel for same Defendants and at least four voicemail messages were left for lead counsel and her assistant; followed up by one more email.

5. All these email and phone message requests to bring Defendants' into compliance and alleviate the court by duly engaging in Meet & Confer as per statute was ignored and/or unanswered; therefore on November 1, 2017 Plaintiff filed a Motion for Continuance of Demurrer Hearing as her OPPOSITION TO DEMURRER, exhibiting that the Demurrer was improperly filed and attesting to her efforts to unburden the court as described by repeated outreach to Defendants counsel to bring parties into compliance with ~~403.41~~ §§ 430.41 and requesting the Court to uphold Rules of Court for Meet & Confer as California statute amended 2016. Plaintiff therefore motioned for an order to bring certain Defendants into compliance and suggesting a continued hearing for after the New Year as holidays were upon us.

6. The Rene C. Davidson Courthouse of Superior Court of California for Alameda County recently shortened clerk window hours to 2:30 pm from its prior 4:30 pm hours: Plaintiff's Motion just missed the 2:30 pm window for filing so she put the Motion in the "drop box" for retrieval and clerk filing after 2:30 pm. She was assured by a clerk who retrieved late filings at the box that her motion "would be date-time stamped that day," November 1, 2017, which was timely prior to the November 15, 2017 date.

7. The next day November 2, 2017 Plaintiff returned to the court and checked the docket for the case at the computer terminal for Records at 1225 Fallon Street, Oakland, CA 94612. She saw that her Motion was not accepted for filing by the court clerk due to two stated reasons: 1) No filing fee was attached; and 2) No reservation number had been requested with a set time and date for hearing on the Motion. ~~[Exhibit A - Rejection letter for filing Motion by court clerk].~~

8. On the same November 2, 2017 at the court's case docket computer terminal Plaintiff also saw the line item entry dated 11/1/2017 in which the prior-scheduled Nov. 15, 2017 Hearing on Demurrer was "DROPPED" [Exhibit A screenshot of docket on court terminal]

9. Plaintiff then hand-wrote a Notice for filing into the case, filing it at visit on November 2, 2017; attesting that she would duly petition the court for an Ex Parte Motion for Continuance for the reasons stated in the unfiled Motion, attached the unfiled Motion as an exhibit to her Notice and directed the court to its own discretion whether a continuance for hearing on

demurrer and an order for compliance with Meet & Confer Rules of Court would be adjudged on the pleadings sua sponte. The Notice was accepted for filing by the court clerk at window.

10. Absent any hearing, which had been "dropped" by the court and unbeknownst to Plaintiff except by her checking the computer terminal at the courthouse, the Court, on November 15, 2017, the date of the dropped hearing, apparently issued an order stating "The unopposed Demurrer to Plaintiff's Complaint ... is SUSTAINED WITHOUT LEAVE TO AMEND."

11. Plaintiff can only surmise that the court found Plaintiff's opposition as pled "non-conforming" in some way as to fail to constitute an "opposition" to the demurrer; yet Plaintiff makes Objection herein by the instant Declaration that her opposition to an improperly-filed demurrer, filed in violation of statute and Rules of Court for Meet & Confer as per CaCodeCivProc 430.41 IS an Opposition to Demurrer and should stand as an opposition to the pleading known as a Demurrer subject to 430.41; which states in part that an "... in-person or telephonic conference between demurring party and plaintiff .... on the substantive issues TO BE RAISED in a pending demurrer pleading ... are to be discussed in conference PRIOR to filing of the demurrer."

a. From: http://www.rhlaw.com/blog/cal-code-of-civil-procedure-430-41/ "Effective January 1, 2016, SB 383 severely limits the use of demurrers in California through newly-enacted California Code of Civil Procedure § 430.41. ... Furthermore the CONTENT of the process is delineated by CaCodeCivProc § 430.41(a)(1) specifies the content of the meet and confer process, explaining that "the demurring party shall identify all of the specific causes of action that it believes are subject to demurrer and identify with legal support the basis of the deficiencies. The party who filed the complaint, cross-complaint, or answer shall provide legal support for its position that the pleading is legally sufficient or, in the alternative, how the complaint, cross-complaint, or answer could be amended to cure any legal insufficiency."

b. Plaintiff states that NONE of these provisions were followed PRIOR to filing of the demurrer to which she objected to, timely for and for good cause.

12. Plaintiff submits this Declaration as an exit Statement of Legal Position with regards to the current disposition of the instant case. She objects to the ruling and to the dismissal of the case with prejudice absent not one appearance inside a courtroom, no trial nor discovery process. Plaintiff objects to the court's ruling that Plaintiff's timely Opposition to Demurrer was unrecognized as such, an Objection she filed as a Notice of Continuance of Demurer Hearing for good cause as opposition to the demurrer itself. Plaintiff objects to ~~an~~ the order of the court by sustaining an improperly filed and pled demurrer on these grounds, taking off-calendar the

November 15, 2017 hearing on demurrer which is a denial of due process to plead her Opposition; and then on the same day as the "dropped" hearing rule as stated.

13. Absent a hearing and in light of the Court's ruling that Defendants' demurrer was "unopposed," the court dismissed the case with prejudice on grounds Plaintiff finds objectionable and she does object.

14. Plaintiff refrains from any motion to reopen the case, to reconsider the ruling(s), nor does Plaintiff appeal the instant case nor apply for a writ to reopen or reconsider the instant case. By her refraining from the afore-mentioned possible remedies, she does not waive her rights nor any of them, by law, to continue to seek a redress of grievances heretofore unresolved by the instant case; as to all Defendant parties' named whose responsive pleadings have gone without adjudication to the same extent Plaintiff's complaint and its exhibits have gone without adjudication: i.e. Neither consideration of the merits of ANY party nor adjudication of the substantive issues raised and pled in ANY pleading filed into this case have even begun to occur and have remained untried to the very dismissal with prejudice ruling by order of the court.

15. After Order was entered Plaintiff contacted two of the legal counsel representatives of some of the Defendants including the counsel who filed the demurrer discussed herein; to obtain clarity and facilitate discussion as to legal position and possible next steps towards resolving the dispute. [Exhibit B: Email thread of 12/21/2017]

16. Lastly Plaintiff does file this Declaration as her own statement of truth and facts, without any request for rebuttal, argument, ruling, consideration or judgement by any party including the court. The Declaration stands on its own as the word of the Plaintiff this day, December 29, 2017; at Berkeley, California, County of Alameda.

Renee S. Y.
12/29/17

Addendum 12/29/2017 RY
3:25 P.M. -RY

Upon Arrival at the Rene C. Davidson courthouse, Sup. Ct. of CA for Alameda County; security guards informed Declarant that the after-hours DROP BOX was locked and closed for filings due the New Years Holiday next Monday. Therefore the instant Declaration could not be entered before the customary 4:00 PM DROP BOX closure for filings.

Renee S. Y.

	General Civil	Other Real Property	Status	Pending	Filed
Related				
Complaint	3/14/2017	Party	Plaintiff Renee Shizue Yamagishi - Pay	
Assigned Judge	Ioana Petrou			

Begin **/**/**** End **/**/**** List Sort By R of A Date, Chronological

Date	Description
8/10/2017	Hearing Reset to Demurrer to Complaint 11/14/2017 03:00 PM D- 23
8/11/2017	Case Management Conference Order Issued
8/11/2017	Hearing Reset to Case Management Conf Continuance 09/14/2017 03:00 PM D- 23
8/16/2017	Notice of Judicial Reassignment for All Purposes Issued
8/16/2017	Notice of Judicial Reassignment for All Purposes Issued
9/1/2017	Case Management Statement of Nationstar Mortgage LLC Filed
9/7/2017	Hearing Reset to Case Management Conf Continuance 09/14/2017 09:15 AM D- 15
9/13/2017	Hearing Reset to Demurrer to Complaint 11/15/2017 09:00 AM D- 15
9/13/2017	Demurrer to Complaint Filed by Bank of America Corporation
9/13/2017	Demurrer to Complaint Hearing Confirmed for 11/15/2017 09:00 AM D- 15
9/14/2017	Case Management Conference Commenced and Completed
9/14/2017	Case Management Conference Order Issued
9/14/2017	Case Management Conf Continuance 01/08/2018 09:15 AM D- 15
11/1/2017	Demurrer to Complaint Hearing Dropped from dept: 15 date: 11/15/2017 time: 09:00 AM
11/2/2017	Rejection Letter Issued on Motion

Image Detail Print Private Notes Close

Nov 2

ady

EXH A

-1-

Gmail

Renee <ryamagishi@gmail.com>

Requesting Meet & Confer [YAMAGISHI v NATIONSTAR MORTGAGE LLC et al]

24 messages

Renee Yamagishi <ryamagishi@gmail.com> Tue, Oct 31, 2017 at 11:40 PM
To: "Diane P. Cragg" <dpc@severson.com>
Cc: alicia.hou@akerman.com

Good day Ms. Cragg,

Today I spoke by phone with Ms. Alicia Hou representing BofA Corp and subsidiary defendants in the case (YAMAGISHI v NATIONSTAR MORTGAGE LLC et al) and I wanted to bring your attention to the agreement we reached regarding the demurrer filed for her clients and the upcoming CMC and hearing on demurrer both currently calendared for November 15, 2017 in the court of Hon. Judge Petrou, Dept. 15, Alameda County Superior Court.

Ms. Hou candidly admitted and corrected her oversight in filing her clients' demurrer prior to any phone or in-person Meet & Confer conference as per 430.41(a), which I understand is a fairly recent change in the rules. We did have what I think we both felt was a fruitful phone conference today and I respected Ms. Hou's voluntary withdrawal of demurrer to bring her clients into compliance with 430.41(a). She suggested and I agreed to refrain from defaulting her clients when she files withdrawal of demurrer in favor of our stipulating to continue hearing on demurrer out 60 days to a date in January NO EARLIER than January 15, 2018. This made sense with the holidays as well as allowing time for some additional informal discovery requests I indicated I would make of her clients which she appeared certainly amenable to receive and consider.

Ms. Cragg I feel we too have similarly always had cordial and professional exchange; and that the last time we emailed we agreed we could Meet & Confer as per 430.41(a) prior to demurrer hearing -- however I would like you to please consider a similar course as counsel for BofA Corp et al and bring your clients into compliance with the dialogue-encouraging aims of the amended Meet & Confer rule PRIOR to filing of any demurrer to a complaint.

Ms. Cragg, would you therefore stipulate to similarly withdrawing your clients' active demurrer and continuing hearing to a date AFTER January 15, 2018 as well? I believe for expediency of the court, we could coordinate the date with Ms. Hou for BofA Corp et al (and I am suggesting another Wednesday in Judge Petrou's court, either Jan. 17 or 24, 2018).

Clearly this would give us time to discuss prior to your amended filing, and demonstrate both compliance with 430.41(a) at initial appearance; as well as have our awaited phone conference on substantive issues raised in the complaint for purposes of your demurrer and moving forward. Here by email I will also similarly convey my intention to make informal request of some discovery such as clarification and/or corroboration to support writings made by your client(s) either already exhibited in the case or in receipt by myself; so as to, again, clear up any matters we DO agree on and optimize expediency of our process when we finally do appear before our judge.

Finally, I admit to both of you counselors I too have erred on the rules of court! Our court requires my filing of an ADR packet and request to all adverse parties to consider stipulating to ADR; and indeed Hon. Judge Petrou has indicated her interest in writing on her recent CMC Notice to all parties, that she is keen to hearing from us as to our positions on ADR our initial hearing in her court!

It may make the MOST sense, therefore, for us all to stipulate to continuing the both of the matters: i.e., both CMC and demurrer hearing to a date post January 15th (consistent with current calendar for both matters on November 15th), in order to bring all three of us into compliance! As well as, of course, to characterize our initial "show" before our Judge into a light that is clearly more conciliatory and communicative instead of less so; as it appears to stand to date, albeit in a minor way so early; yet why not then polish it up at the gate as well?

Ms. Cragg, again, thank you for receiving this rather long communication; and Ms. Hou thank you as well.

Tomorrow, November 1, 2017 is due date for my answer to demurrers as filed, relative to the November 15, 2017 hearing now ONLY for YOUR clients Ms. Cragg and no longer Ms. Hou's as of her withdrawal filing tomorrow. I hope to hear back from you tomorrow morning therefore? And invite a phone call or email at your earliest convenience! I am prepared, alternately, to motion to consolidate your clients' demurrer hearing to after January 15 and to insist on your amended demurrer filing Ms. Cragg, after we both duly meet the 430.41(a) rule. I will necessarily apologize to the court for my OWN failure to serve both your counselors with the ADR packet and meet that rule of court; and request of the court that my negligence in doing so does appear at this juncture, however, to prompt a continuance of both the CMC and hearing on BOTH demurrers as well as prepare us with our positions on ADR in response to my late service to you both of the same.

Ms. Hou, sorry this got so long! But earlier today we left things with the plan to hold the CMC in two weeks on 11/15/17 ... yet here in this email I am informing both yourself and Ms. Cragg that I'm hoping we all three stipulate to continuing CMC to the same date after mid-January.... what say you both?

thank you both Ms. Cragg and Ms. Hou,
cordially,

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Civil Procedure Section **430.41**(a). The **meet and confer** must be done in person or by telephone. The moving party must include a declaration with its demurrer stating the parties met and conferred and were unable to reach an agreement, or the pleading party failed to respond to **meet and confer** efforts. Jan 11, 2016

—
Renee S.R. Yamagishi
ryamagishi@gmail.com
(510) 693-6257

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 9:47 AM
To: "Diane P. Cragg" <dpc@severson.com>
Cc: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>, Elaine Malone <emalone@logs.com>

Good day Ms. Cragg,

The case has progressed since our last email exchange and receipt of any email from you.

That said I wish to reference my email on your demurrer and the failure of your office to comply with the Meet & Confer Rules of Court as amended PRIOR to filing of your demurrer.

I acquiesce then and now that I HAD BEEN WILLING to concede to your improperly-filed demurrer as to failure to Meet & Confer as amended by CA Statute, by initially agreeing to have a telephonic conference on the very demurrer already filed; but then on October 31, prior to the then-scheduled 11/15/2017 hearing I engaged you in my decision to exercise my rights as per 430.41 (as well as on behalf the court's expediency) and ask that you withdraw THAT specific demurrer pleading in favor of actually bringing ourselves into compliance with 430.41; as Alicia Hou of Akerman representing BofA had done.

You were silent.

Clearly my Oct. 31, 2017 email was my withdrawal of the leniency I had allowed you in agreeing earlier to engage in a POST-DEMURRER-FILING conference; but of course that can't change your initial non-compliance of your demurrer filed in violation of 430.41.

You were still silent.

So then I filed my Objection to your non-compliance and asked the court to continue the demurer hearing and to order our Meet & Confer before your amended demurrer (following suit to Ms Hou who bought herself and her client into compliance.)

The Court decided your demurrer and filing didn't have to comply with the Rules of Court and sustained it, further the court denied me leave to amend.
Objection is pending for just after Christmas.

Meanwhile Aztec filed their Rescission of Sustituted Trustee; and 6 days later sent me a Fair Debt Collections letter naming the "beneficiary / creditor" with a very long name which starts off "Nationstar Mortgage LLC d/b/a/ Mr. Cooper as Servicer for Wilmington Trust .... Series 2006 HE-5"

To my knowledge there is no existent or possible entity by this name, their named "client."

Aztec has repeatedly informed me that the corporation Nationstar Mortgage LLC, your client, is "directing all [their] actions," hence their filing "Claim of Non-monetary status" as a "non-participating defendant" in my Complaint for Quiet Title (sole cause of action.)

While this makes some sense in a sole cause of action to Quiet Title, relative to Aztec's self-stated role; it doesn't make sense when it comes to their role as Substituted Trustee and by their most recent Fair Debt Collections letter to me dated 12/13/2017 – because in it they claim "Nationstar Mortgage LLC d/b/a/ Mr. Cooper as Servicer for Wilmington Trust .... Series 2006 HE-5" is their client, directing their actions.

I am preparing the final draft of my responsive pleadings for the court and preparing further writings: you have been and are the attorney appearing for Nationstar Mortgage LLC and the other clients you named, but you have never named this entity cited to by Aztec.

This will be my last email on this specific question to you before escalating my objection to this discrepancy and more, in my responsive pleading into the case; and further writings as deemed fit.

Please clarify if your client Nationstar Mortgage LLC is directing Aztec's actions at this time, and by their 12/13/2017 letter to me which I emailed you recently; or whether there is now a new entity on the scene, heretofore never named as a Defendant in my complaint, by the name highlighted above.

If Aztec and Nationstar have a discrepancy between themselves as to the proper name of the creditor; and if Nationstar, your client has NOT vetted the above-named entity as it's principle, which I deem to be a distinct entity from any of your named clients in the case; then Aztec is naming a rogue entity even during the time when the are no longer Substituted Trustee of the DOT, OR you and your client Nationstar did not disclose that you were instructing your agent Aztec to take debt-collection actions against me on behalf of THIS entity; which if you had properly disclosed with due diligence to me, would have also been named exactly as such in my Quiet Title Action.

I hold Nationstar and your legal representation accountable for the non-disclosure.

At the very lease please explain and corroborate your client Nationstar's agency relationship with Aztec and explain this glaring discrepancy which has prejudiced me and my case.

Thank you,

Renee Yamagishi <yamagishi@gmail.com> Thu, Dec 21, 2017 at 10:38 AM
To: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>
Cc: "Diane P. Cragg" <dpc@severson.com>, Elaine Malone <emalone@logs.com>

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To Counselors Angie Marth and Darlene Hernandez of SVESM Lawfirm:

I copied your organization and Aztec FC Corp on the below email sent just now to counselor Diane Cragg of Severson & Werson who represents Nationstar Mortgage LLC and other defendant entities named in the case referenced YAMAGISHI v NATIONSTAR MORTGAGE LLC, et al; Sup.CtCA, County of Alameda, Case # RG-17852775, Verified Complaint for Quiet Title, filed 03/14/2017. Aztec FC Corp was a named defendant and Aztec filed its "Claim of non-monetary status" as a "non-participating defendant."

Please review my email below to Ms. Cragg sent today; as well as the 10/31/2017 prior email referenced; please apprise yourselves of my legal position.

I have obtained a certified copy of the 12/07/2017 filing by Aztec into my County of Alameda Clerk Recorder's office of the "Notice of Rescission of Substituted Trustee" which states plainly on its face that Aztec FC Corp removed themselves from that station and status os of the date of filing. Then, in a puzzling manner, I received about one week later from the same Aztec FC Corp, your Fair Debt Collections notice mailed to my home in which Aztec is attempting to act as an active Substituted Trustee even when it has been rescinded from that status by its own public filing.

Can you explain this?

I am under no legal obligation to heed or deem as valid this 12/13/2017 notice and letter from Aztec FC Corp. mailed to me; when the official public records of my County filed under my name "Renee Shizue Ramos" referencing my home and real property; show that as of 12/07/2017 AND CONTINUING TO DATE, there exists NO Substituted Trustee of a Deed of Trust whatsoever.

Therefore Aztec's 12/13/2017 letter is rogue, both legally and as per publicly recorded legal standing.

Furthermore, I have sent counselor Cragg a second email requesting her client Nationstar's official legal position relative to Aztec's 12/13/2017 letter and re-insertion of itself as if it were still the Substituted Trustee when it is not.

Will Aztec FC Corp. be filing itself in again as Substituted Trustee of this DOT referenced?

If so, please notify me and I will be checking the County of Alameda Clerk Recorder's Office for this re-insertion and re-filing by Aztec.

Until then I hereby put all parties on notice that I deem Aztec's 12/13/2017 letter as rogue and unauthorized, and I deem the same of no legal effect whatsoever, without a new filing as Substituted Trustee, recording in the County land title registry for my home and property.

I await meaningful responses to the both my emails from both law firms and all legal counsel.

thank you for your prompt attention as I am composing my responsive pleadings due in the case and will cite to your response or non-response to these very emails.

Diane P. Cragg <dpc@severson.com> Thu, Dec 21, 2017 at 10:49 AM
To: Renee Yamagishi <ryamagishi@gmail.com>
Cc: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>, Elaine Malone <emalone@logs.com>

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Ms. Yamagishi,

While I have no obligation to respond to your ongoing emails, I will do so one final time. The representations you make below are less than truthful. I'm sure you will recall that it is you that canceled a further meet and confer session that you insisted on scheduling – after you deemed our initial meet and confer to be insufficient. Since doing so, rather than filing an opposition to the demurrer, which is the proper way of responding to a demurrer, you improperly made multiple attempts to coerce me to continue the hearing date on the demurrer our office filed. This was, of course, after the court had already continued the hearing on its own initiative. In other words, you had many months to prepare your opposition to the demurrer. For reasons unknown, you chose not to file an opposition, and instead directed multiple communications to me by phone and email with threats of ex parte appearances – all in an effort to make me continue the hearing date on the demurrer.

You may direct your questions regarding the documents recorded by Aztec Foreclosure, to Aztec Foreclosure. I am not, nor is my office, involved in those documents, or any other activity with the property. My office was retained solely to defend Nationstar (and the other defendants who the demurrer was filed on behalf of) in the lawsuit, which has been dismissed with prejudice. Therefore, there is no need to copy me on any of your communications to Aztec Foreclosure.

Lastly, Nationstar Mortgage LLC now goes by the name of Mr. Cooper. I'm confident that you can easily find information on the name change online.

Thank you,

Diane P. Cragg

Severson & Werson

(415) 677-5530

From: Renee Yamagishi [mailto:ryamagishi@gmail.com]
Sent: Thursday, December 21, 2017 9:47 AM
To: Diane P. Cragg
Cc: Angie Marth; Darlene P. Hernandez, Esq.; Aztecnotices; Elaine Malone
Subject: Fwd: Requesting Meet & Confer [YAMAGISHI v NATIONSTAR MORTGAGE LLC et al]

[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 10:49 AM
To: "Diane P. Cragg" <dpc@severson.com>
Cc: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>, Elaine Malone <emalone@logs.com>

Thank you for this mixed but still helpful response Ms. Cragg.

It looks like a new suit is necessary for causes of action other than solely quiet title; and as per your distinction regarding Aztec's actions, my causes of action must be directed against Aztec acting in its capacity.

I do find it puzzling that Aztec says they are just an agent of Nationstar in ALL its activities; while Nationstar says Aztec acts in its own capacity.

Certainly that leaves me with cause for complaint.

Gmail

Renee <ryamagishi@gmail.com>

to SVESM law and Aztec FC Corp: please explain your legal position to Severson & Werson's legal position below:

4 messages

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 11:18 AM
To: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>, Elaine Malone <emalone@logs.com>
Cc: "Diane P. Cragg" <dpc@severson.com>
Bcc: TraderAsh <traderash@aol.com>

from today's emailed response from Ms. Diane Cragg:

"You may direct your questions regarding the documents recorded by Aztec Foreclosure, to Aztec Foreclosure. I am not, nor is my office, involved in those documents, or any other activity with the property. "

To Ms. Angie Marth and Ms. Darlene Hernandez and to principles of Aztec Foreclosure Corporation:

It appears we have a problem.

WHO DIRECTS YOUR ACTIONS?

–
Renee S.R. Yamagishi

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 11:25 AM
To: "Diane P. Cragg" <dpc@severson.com>

RY Legal Counsel for Nationstar,

Please Ms. Cragg, for the sake of shortening my next complaint pleading, clarify for us all here if by your statements below, if they are true BECAUSE you and your office is no longer ~~officially retained in my case~~ OR are you stating this IN THE CAPACITY as CURRENT LEGAL COUNSEL for Nationstar Mortgage LLC / Mr. Cooper?

Clearly if it is the former, then you are not alone in not having any involvement with Aztec's filed documents!
But if you are speaking as Nationstar's current legal representative, then wound't you agree Aztec has a problem?

Chime in anytime Angie Marth and Darlene Hernandez!

thank you

[Quoted text hidden]
–
Renee S.R. Yamagishi

–
Renee S.R. Yamagishi

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 11:30 AM
To: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>
Cc: "Diane P. Cragg" <dpc@severson.com>, Elaine Malone <emalone@logs.com>

(FORWARDED SENT)

——— Forwarded message ———
From: **Renee Yamagishi** <ryamagishi@gmail.com>
[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 11:02 AM
To: "Diane P. Cragg" <dpc@severson.com>

-7-

Ms. Cragg,

If you check the record, I did file an opposition to the Demurrer, but apparently the court found it non-conforming in some way. My opposition pointed the Court to determine if Rules of Court for Meet & Confer rules are to be followed.

I did not cancel or fail to meet and confer with A PROPERLY-FILED DEMURRER Ms. Cragg.
You demurrer failed to comply at the time of its filing.

Sorry if you feel I tried to "coerce"you, certainly there were two weeks for you to decide to retrace your demurrer process to be in compliance; now you mistake my cordiality and leniency towards your improperly filed demurrer as MY failing to conference.

But so be it, we are in a new stage of this; and there is yet no entity who is recognizable as a Substituted Trustee; which according to all known protocols would be an entity whose actions - all of them - are to be authorized and directed by Nationstar / Mr. Cooper;

who in turn as servicer are to act by authority of the True and Current owner of a debt and the original promissory note giving rise to the debt. NONE of these authorizations have been proven either in or out of court: how could they be when defendants as INVITEES, evade my invitation for them to simply prove ownership of the debt; i.e. standing.

Nationstar is a 3rd party and agent for an alleged party of interest who is my direct-opposite in reference to the original promissory note and IT"S (possessive) Deed of Trust. I have never ever met my direct opposition, nor heard its voice, nor seen its claim in writing. Its agents, i.e. your client Nationstar and ~~its client~~ your client Aztec are subject to the FDCPA and other mandates; and I have the lawful right to negotiate directly with a true injured party who proves is injury. I'd like to pay that party. A large sum of cash in fact.

But I have no lawful nor legal obligation to pay a 3rd party claiming to be agent for the principle who evades staking its claim like is the plague. I have a lawful right to hand over my sum of waiting cash to the party who owns the debt.

Put another way, If Nationstar your client, demonstrated to me that it has switched hats from mere "servicer" to now injured-party-owner of a debt duly-secured by our family home and property, then my waiting cash becomes an offer on the table with me on one side and Nationstar on the other.

I can not sit at that table with Nationstar in its current self-stated capacity, i.e. as agent for an unproven principle. I need the principle at that table.
Please relay that to your client.

On Thu, Dec 21, 2017 at 10:45 AM, Diane P. Cragg <dpc@severson.com> wrote:
[Quoted text hidden]

—
Renee S.R. Yamagishi

Renee Yamagishi <ryamagishi@gmail.com> Thu, Dec 21, 2017 at 11:04 AM
To: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dhernandez@logs.com>, Aztecnotices <AztecNotices@logs.com>
[redacted]

——— Forwarded message ———
From: **Renee Yamagishi** <ryamagishi@gmail.com>
[Quoted text hidden]

—
Renee S.R. Yamagishi

Loan Number: 0613886837 NATIONSTAR ACCT # File Number: 14-001158CXE — CYPREXX T.S. # / CENTEX

NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS PRACTICES ACT, (15 USC 1692, ET SEQ.)

The following information is provided to you pursuant to the Federal Fair Debt Collection Practices Act.

Date

1. As of December 13, 2017 our client has advised that the amount of the unpaid principal balance is $392,700.00.

2. The creditor to whom the debt is owed is Nationstar Mortgage LLC d/b/a Mr. Cooper as Servicer for Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5. ?

3. The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this notice. If you do not dispute the debt within this period, it will be assumed to be valid by this office. The law also entitles you to request that we provide you the name of the original creditor if the original creditor is different from the current creditor. If you choose to dispute the debt, or any portion thereof, you must notify us within thirty (30) days of the date you receive this notice.

4. If you notify us in writing within (30) days of the date you receive this notice that you are disputing the debt or any portion thereof, or if you notify us in writing within thirty (30) days of the date you receive this notice that you want to know the name of the original creditor if that creditor is different from the current creditor then we will obtain and mail to you verification of the debt and/or the name and address of the original creditor.

5. The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you receive this notice before initiating foreclosure proceedings to foreclose your deed of trust. In the event we do initiate foreclosure proceedings to foreclose your deed of trust, within thirty (30) days from the date you receive this notice, you will still retain the right to dispute the debt, or any portion thereof and you also retain the right to request the name of the original creditor if the original creditor is different from the current creditor.

6. If you request in writing proof of the debt or any portion thereof or if you request in writing the name of the original creditor within thirty (30) days from the date you receive this notice, the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclose the deed of trust on your property, even if we have already initiated the foreclosure proceedings, until we mail you the information validating the debt and/or until we provide you with the name of the original creditor.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, call (877) 257-0717, or write to the Fair Debt Clerk at the address provided below.

Any written request should be addressed to:

Attention: Fair Debt Dept
Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THE TRUSTEE MAY BE DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

2017269146 12/07/2017 09:49 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 28.00

2 PGS

Recording requested by
When recorded mail to

Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

APN# 054 -1740-029

Space above this line for recorder's use only

Trustee Sale No. 14-001156; Title Order No. 02-14011702

NOTICE OF RESCISSION

Of Substitution of Trustee

NOTICE IS HEREBY GIVEN THAT: Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common
BENEFICIARY: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 Recorded on 07/3/2006 as Instrument No. 2006253815 of official records in the Office of the Recorder of Alameda County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 Mathews Street, Berkeley, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and

WHEREAS: On March 31, 2014 a Substitution of Trustee, executed by Nationstar Mortgage, LLC as attorney in fact for Wilmington Trust Company, as Trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5 Recorded April 30, 2014 and recorded as Instrument No. 2014103214 of official records in the Office of the Recorder of Alameda County, California.

NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Substitution of

Trustee; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Aztec Foreclosure Corporation, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

DATE: November 22, 2017

Wilmington Trust Company, as Trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5
By Nationstar Mortgage LLC as attorney in fact

11/22/2017

By: Albert Noguende
Title: Document Execution Associate.

for Doc # 2017269146 12/07/17
"Notice of Rescission of Substitution of Trustee"

This is to certify that this is a true copy of the document on file in this office.

ATTEST: DEC 12 2017

Steve Manning
COUNTY CLERK-RECORDER
ALAMEDA COUNTY, CALIF.

3

Recording Requested by and
When recorded mail to:

2017120071 06/02/2017 10:05 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 28.00

2 PGS

Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

APN # 054 -1740-029

2

Space above this line for recorder's use only

Trustee Sale No. 14-001158; Title Order No. 02-14011702 - OR

NOTICE OF RESCISSION

Of Notice of Default and Election to Sell Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: **Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common**
BENEFICIARY: Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation
Recorded on 07/03/06 as Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 MATHEWS STREET, BERKELEY, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and
WHEREAS: Notice was heretofore given by the Beneficiary, of breach of the obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described,
NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Aztec Foreclosure Corporation, under said

8

2017132554 06/19/2017 09:25 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 18.00

2 PGS

Recording Requested by: and
When recorded mail to:

Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

Aff
33

APN # 054 -1740-029

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Trustee Sale No. 14-001158; Title Order No. 02-14011702 - OR

NOTICE OF RESCISSION

of Notice of Trustee's Sale

NOTICE IS HEREBY GIVEN: That Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: **Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common**
BENEFICIARY: Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation
Recorded on 07/03/06 as Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 MATHEWS STREET, BERKELEY, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and

WHEREAS: On 08/26/14, a Notice of Trustee's Sale, executed by Aztec Foreclosure Corporation on 08/22/14 and recorded as Instrument No. 2014209473 of official records in the Office of the Recorder of ALAMEDA County, California.

NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Notice of Trustee's Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be

5

Recording Requested by:
When recorded mail to:

2017140677 06/28/2017 09:36 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 28.00

2 PGS

Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

A36
2
OH

APN # 054 -1740-029

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Trustee Sale No. 14-001158; Title Order No. 02-14011702 - OR

NOTICE OF RESCISSION

of Notice of Trustee's Sale

NOTICE IS HEREBY GIVEN: That Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: **Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common**
BENEFICIARY: Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation
Recorded on 07/03/06 as Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 MATHEWS STREET, BERKELEY, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and

WHEREAS: On 11/7/16, a Notice of Trustee's Sale, executed by Aztec Foreclosure Corporation on 11/3/16 and recorded as Instrument No. 201690781 of official records in the Office of the Recorder of ALAMEDA County, California.

NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Notice of Trustee's Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be

made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Aztec Foreclosure Corporation, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

DATE: June 26, 2017

Aztec Foreclosure Corporation

Elaine Malone
Assistant Secretary / Assistant Vice President

Legal Notice

0772NPP0307543 To: EL CERRITO JOURNAL 05/12/2017, 05/19/2017, 05/26/2017
JL 5953011
May 12, 19, 26, 2017

Legal Notice

PUBLIC NOTICE OF ACTIVE LITIGATION TO RESOLVE DISPUTE ON TITLE TO REAL PROPERTY. Be hereby noticed that the residential property situated in Alameda County, known as 2703 Mathews Street, Berkeley CA 94702 is the subject of active litigation in the case YAMAGISHI vs. NATIONSTAR MORTGAGE LLC, Case # RG17852775, active in Sup. Court of CA, County of Alameda. Plaintiff Pro Per RENEE YAMAGISHI is owner-occupant of her principal residence the subject property. RENEE SHIZUE YAMAGISHI aka RENEE SHIZUE RAMOS alleges in her lawsuit that parties attempting to conduct a foreclosure of her home by credit bid auction are doing so without proof of lawful authority and that the public at large should be alerted that ANY winning bidder at auction of subject property must be added as a Defendant and that increased damages as a result would then be claimed in suit.
BV 5950755 May 12, 19, 26, 2017

Notice of Public Hearing
Berkeley City Council

Revisions to Planning Department
Fee Schedule