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2  
3 UNITED STATES BANKRUPTCY COURT  
4 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

5 In re: Case No.: 15-40194 RLE  
6 Chapter 13  
7 YAMAGISHI, RENEE SHIZUE Court Claim #3

8 Debtor Pro Se Date:  
9 Time:  
10 Place: U.S. Bankruptcy Court  
11 Courtroom 201  
12 1300 Clay Street  
13 Oakland, CA

14  
15 AFFIDAVIT OF INFORMED BELIEF - IN SUPPORT  
16 OF MOTION TO VACATE PRIOR ORDER GRANTING RELIEF OF STAY

17 Affiant: Renee Shizue Yamagishi

18 in re: YAMAGISHI, RENEE S., U.S. Bankruptcy Court,  
19 Northern California District, Oakland Division - Case no. 15-40194 RLE, Claim #3

20 *I, Renee Shizue Yamagishi, of Berkeley, California, Make Oath And Say That:*

21 1 I am of sound mind and body, and reside at the commonly known address of 2703 Mathews  
22 Street, Berkeley, CA 94702. I submit this Affidavit into the active case of Chapter 13  
23 Bankruptcy on file in the United States Bankruptcy Court Northern California  
24 Division, Oakland Court, California; in re: YAMAGISHI, RENEE S. #15-40194 RLE for  
25 Court Claim #3. I am an active party of interest, Debtor Pro Se Renee S. Yamagishi (fka  
26 Renee S. Ramos).

27 2 On May 14, 2015 a Proof of Claim for this claim #3 was filed by Nationstar Mortgage LLC by  
28 its representative employee of law firm Weinstein & Riley, PS. Nationstar listed itself  
thereon as the "designated recipient for 'notices and payments.' The name for the  
"creditor" listed thereon was "Wilmington Trust National Association as Successor  
Trustee to Citibank. N.A., as trustee for the Merrill Lynch Mortgage Investors Trust,  
Mortgage Loan Asset-Backed Certificates, Series 2006 HE-5."

3 On July 25, 2016 (more than one year since they filed Nationstar's Proof of Claim), I received  
a reply from an employee of Weinstein & Riley Mr. Kevin Trent who answered my

1 inquiry as to its role in the active case, who wrote: "Our firm was hired by Nationstar  
2 Mortgage LLC to file their Proof of Claim (Claim No. 3). It appears they hired another  
3 law firm, Barrett Daffin Frappier Treder & Weiss LLP, to handle the recent Motion for  
Relief. ... We have closed our file ..." [EXHIBIT A]

4 4 It appears however that NATIONSTAR HAS NO RECORD OF EVER HAVING HIRED  
5 THE BARRETT DAFFIN LAW FIRM at ANY TIME in the instant case and claim!  
6 Between approximately June 30, 2016 through and including today, September 27, 2016  
7 Affiant has had more than six in-depth phone inquiries with representatives of  
8 Nationstar in both their Bankruptcy and Loss-Mitigation Departments; in which a  
9 search of their records of the instant case and claim reveal only that Weinstein & Riley  
10 PS was indeed hired to file their Proof of Claim, and that according to Nationstar's  
11 representatives and even their top supervisors who have spoken with Affiant to date,  
12 that the same Weinstein & Riley appears to have continued to represent Nationstar up  
to and through the recent granting of their Motion for Relief from Stay, even so until  
August 9, 2016 when Nationstar reports they assigned a new law firm to represent  
them, one Shapiro Van Ess Sherman & Marth (SVESM), the foreclosure-trustee law  
firm assigned by them to file a new Notice of Trustee Sale and preside over a non-  
judicial foreclosure, "now that relief has been granted."

13 5 The Bankruptcy and Loss-Mitigation Department representatives AND their Supervisors  
14 have repeatedly reported to Affiant therefore that "Weinstein & Riley handled and  
15 won NATIONSTAR'S MOTION FOR RELIEF;" however the court docket clearly  
16 shows it was Barrett Daffin Frappier Treder & Weiss LLP by their employee attorney  
Brandye Foreman (hereinafter "BDLaw") who appeared, filed, signed, pled and  
motioned for relief.

17 6 Further all of BDLaw's pleadings (three in total filed into the instant claim #3) indicate on  
18 their faces their "client" is the purported "creditor / movant" named thereon as  
19 "Wilmington Trust National Association as Successor Trustee to Citibank. N.A., as  
20 trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed  
21 Certificates, Series 2006 HE-5." Therefore the ONLY consistent reporting between  
22 BDLaw's pleadings and Nationstar's current record of legal representation is that  
23 NEITHER OF THE TWO ENTITIES HAVE ANY CONTRACT WITH ONE  
24 ANOTHER WHATSOEVER with regards to Affiant's case, claim, or any pleadings  
filed and pled therein; and therefore to date there is no Proof of Agency Relationship  
between BDLaw and Nationstar Mortgage LLC, the latter party having filed the  
original Proof of Claim for the same claim #3, by way of the Weinstein & Riley law firm  
who represented Nationstar on the Proof of Claim.

25 7 As early as June 20, 2016 Affiant filed a formal inquiry and CFPB Complaint directed to the  
26 corporate offices of Wilmington Trust National Association (N.A.) and its parent-  
company M&T Bank. Affiant received a formal letter in reply to her inquiries.

27 8 The July 1, 2016 reply letter from M&T Bank's Specialist Ms. Cindy Haley is exhibited  
28 attached hereto, as well as Affiant's follow-up Informal Discovery Request letter to Ms.  
Haley on July 17, 2016; followed by Ms. Haley's reply which is substantively the same  
original letter she sent earlier, as repeated. All these letters comprise the CFPB

1 Complaint on file against M&T Bank and its wholly owned subsidiary Wilmington  
2 Trust N.A. [EXHIBIT B].

3 9 The substantive response of M&T Bank by letter is that their subsidiary Wilmington Trust  
4 N.A. "does not have access to any of the specific loan level servicing data and is unable  
5 to provide servicing information pertaining to [your] loan." Both Ms. Haley's letters  
6 simply refer me to their "servicer of record" Nationstar Mortgage LLC for ANY and  
7 ALL data or information regarding my specific "loan," stating no meaningful answer to  
8 my follow-up requests to produce a Power of Attorney document for BDLaw, and/or  
9 an explanation of Wilmington N.A.'s legal position as the nominee-trustee of the trust  
that is named as the actual "creditor," who nevertheless agree to the use of its name as  
"successor trustee" on a significant claim against Affiant and her only real property  
and principle residence. M&T Bank remained wholly silent to Affiant's Informal  
Discovery Request follow up letter, repeating itself in their July 27<sup>th</sup> second response.

10 10 Therefore, after numerous phone and email inquiries Affiant made to various departments  
11 of the corporate offices at Wilmington Trust NA and at M&T Bank, Affiant on August  
12 5, 2016 finally received a return phone call from M&T Bank senior counsel legal staff  
13 representative Mr. Tom Frederick who works at the Buffalo New York corporate  
14 office of M&T Bank. Mr. Frederick had reviewed his colleague Cindy Haley's response  
15 letters to me as well as the CFPB complaint, and verified that as a member of the senior  
16 counsel for M&T Bank that he was authorized on behalf of their subsidiary  
17 Wilmington Trust N.A. to answer any further inquiries I may have.

18 11 Mr. Frederick pointed out to me right away, "There's an important difference between  
19 Wilmington N.A. and Wilmington N.A. *as Trustee*: Our companies (M&T Bank and  
20 Wilmington Trust NA) aren't making claims into your case. I know it may be a bit  
21 confusing because there are other cases in which we (Wilmington or M&T Bank) are  
22 the servicer ... but in your case we aren't, Nationstar is the servicer ..."

23 12 I then asked Mr. Frederick, "Yes, well what's confusing is that most everything BDLaw has  
24 filed so far conflicts with the Proof of Claim filed over one year ago by a different law  
25 firm Weinstein & Riley. So, did "Wilmington Trust NA as successor trustee ..." hire  
26 BOTH these law firms or hire just this second law firm BDLaw, who claim to represent  
27 a "creditor" whose name begins with "Wilmington Trust NA as Successor  
28 Trustee...?" Mr. Frederick answered, "WE didn't hire them.

29 13 Question: "If your companies didn't hire them, then who did?" "NATIONSTAR," MR.  
30 FREDERICK IMMEDIATELY REPLIED.

31 14 Question: "So that means that neither Wilmington Trust N.A. nor M&T Bank as corporate  
32 entities have actually made claims into my bankruptcy case, nor have your companies  
33 hired any of the law firms who are appearing and filing pleadings into my bankruptcy  
34 case?" ANSWER: "That's correct ... as Successor Trustee we have no loan level  
35 data pertaining just to you ... only Nationstar has that data... They're filing claims  
36 in your case."

1 15 Inquiring further, "And no one at either Wilmington or at M&T Bank could produce a  
2 Power of Attorney document because your companies didn't hire any of these  
3 attorneys, or even know anything about my specific case, is that right?" ANSWER:  
"Yes, that's right."

4 16 I thanked Mr. Frederick and he cordially added that he would not be able to email or put in  
5 writing anything to me confirming our conversation but that if I needed something in  
6 writing that [it's] "...fine, you can sue us or whatever you need to do." He added that if  
the Court ordered him to appear or answer further he of course would do so.

7 17 The second and final phone conversation Affiant had with the same senior counsel Mr.  
8 Tom Frederick was on August 10, 2016 when while speaking to him by phone she held  
9 in hand BDLaw's recent Motion for Relief and read to Mr. Frederick the exact wording  
10 on the pleading, i.e. that the "Movant" named thereon was "Wilmington Trust  
National Association as Successor Trustee of the ... Trust" [the exact name as shown in  
11 Nationstar's original Proof of Claim for the "Creditor." MR. FREDERICK'S  
12 RESPONSE: "That's who they listed (as Movant) on the Motion (for Relief)? That's  
interesting. Affiant mentioned she may not have to subpoena him or his testimony  
13 but would write a transcript of our conversations into an Affidavit, to which he replied  
"That's fine, good luck."

14 18 Affiant has since made repeated direct phone-inquiries to NATIONSTAR MORTGAGE  
15 LLC'S BANKRUPTCY AND LOSS-MITIGATION DEPARTMENTS. Affiant has  
16 finally only today September 27, 2016 been told that the representative has forwarded  
17 my requests to Nationstar's "Bankruptcy Research Department" to clarify  
18 discrepancies and specifically my requests were and are three-fold: 1) To produce a  
19 Power of Attorney / Retainer Agreement DOCUMENTS (POA / RA) between  
20 Nationstar and Barrett Daffin Frappier Treder & Weiss, LLP; 2) Produce a POA / RA  
documents for Weinstein & Riley, PS who filed a Proof of Claim against an  
INDIVIDUAL Chapter 13 DEBTOR (Affiant) claiming rights to her PRINCIPLE  
OWNER-OCCUPIED RESIDENCE); and 3) Produce a POA / RA documents for  
Aldridge Pite, LLP who filed a "Notice of Mortgage Payment Change" form (4101SI)  
into the instant claim #3 on January 25, 2016.

21 19 By separate Affidavit attesting to various written communications regarding Barrett Daffin  
22 Frappier Treder & Weiss LLP's employee representative Attorney Ms. Brandye  
23 Foreman, Affiant attests to the best of her informed belief that the law firm BDLaw has  
24 in fact refused to provide to her or into the court and claim #3 any Power of Attorney  
or Retainer Agreement document as requested, therefore Affiant awaits the formal  
response from Nationstar Mortgage LLC as described in the preceding paragraph.

25 20 The instant Affidavit is entered in support of Affiant/Movant's Motion to Vacate the  
26 prior order granting relief, the same Motion for Relief filed on June 10, 2016 and pled  
27 on July 6, 2016 by an attorney and law firm who has yet to produce any PROOF OF  
28 AGENCY RELATIONSHIP AUTHORIZING IT TO APPEAR AT ALL AND FILE  
ADVERSE PLEADINGS INTO THE CASE AND CLAIM #3, despite repeated requests  
to do so. [EXHIBIT C]

1 21 Concurrently filed with the Motion to Vacate, Affiant/Movant also has entered a separate  
2 and accompanying Affidavit attesting to her repeated requests made to no avail to  
3 date, made directly to the attorney and law firm who filed and pled its recent Motion  
4 for Relief, to in fact produce and prove by documentation it's proof of agency  
5 relationship as legal representative of a true party of interest making adverse claim  
6 against Affiant and her principle residence; exhibiting the email exchanges and formal  
7 letters to the same.

8 I, the undersigned and the Affiant herein, AFFIRM AND DECLARE under penalty of perjury  
9 that the foregoing is true and correct to the best of my information and belief.

10 Signature: *Renee S. Yamagishi* 9/27/2016

11 Printed Name: Renee S. Yamagishi

12 STATE OF CALIFORNIA  
13 COUNTY OF \_\_\_\_\_

14 On this \_\_\_\_ day of September, 2016, before me, \_\_\_\_\_  
15 personally appeared RENEE S. YAMAGISHI, who proved to me on the basis of satisfactory  
16 evidence to be the person whose name is subscribed to the within instrument.

17 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
18 foregoing paragraph is true and correct.

19 WITNESS my hand and official seal.

20  
21 \_\_\_\_\_  
22 Signature, Notary Public

23 Print Name: \_\_\_\_\_  
24

25 Notary public or other officer completing this certificate verifies only the identity of the  
26 individual who signed the document to which this certificate is attached, and not the  
27 truthfulness, accuracy, or validity of that document.  
28 STATE OF CALIFORNIA COUNTY OF \_\_\_\_\_  
Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_  
proved to me on the basis of satisfactory evidence to be the person(s) who executed  
before me.  
\_\_\_\_\_  
Notary Public

See Attached California Jurat Certificate.

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

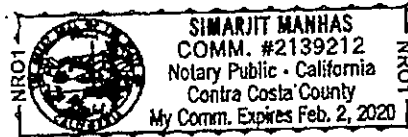
Subscribed and sworn to (or affirmed) before me on this 27<sup>th</sup> day of September  
2016 by Renee S. Yamagishi

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Simarjit Mahas

Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Informed  
(Title or description of attached document)

Belief  
(Title or description of attached document continued)

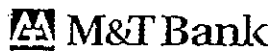
Number of Pages \_\_\_\_\_ Document Date 09/27/2016

Additional information \_\_\_\_\_

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



Customer Asset Management  
475 Crosspoint Parkway, Getzville, NY 14068

July 1, 2016

Renee Yamagishi  
2703 Mathews Street, Derby  
Berkeley, California 94702-2215

CFPB case number: 160620-002405

Dear Renee Yamagishi:

M&T Bank ("M&T"), of which Wilmington Trust, NA is a subsidiary company, received your correspondence submitted to the Consumer Financial Protection Bureau ("CFPB") on June 22, 2016. Thank you for the opportunity to respond to your concerns.

M&T confirmed Wilmington Trust, NA it became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5. As trustee, Wilmington Trust, NA is not the servicer of your loan. As a result, Wilmington Trust, NA does not have access to any of the specific loan level servicing records and is unable to provide any servicing information pertaining to your loan.

The servicer of record for your loan is Nationstar Mortgage. As such, any inquiry regarding the servicing of your loan should be directed to Nationstar Mortgage via mail at 4000 Horizon Way, Irving, Texas, 75063 or via telephone at (887) 343-5602.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Haley".

Cindy Haley  
CAM Escalations Analyst

cc: CFPB

Renee S. Yamagishi  
fka Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702  
[ryamagishi@gmail.com](mailto:ryamagishi@gmail.com)  
(510) 693-6257

July 17, 2016

Cindy Haley  
CAM Escalations Analyst  
M&T Bank  
Customer Asset Management  
475 Crosspoint Parkway  
Getzville, NY 14068

CFPB Case Number: 160620-002405

Dear Cindy Haley et al.:

Thank you for your letter of July 1, 2016. For your reference I have enclosed a copy. Your letter was informative and clarified some of my questions raised in my report to the CFPB; however your clarifications also raise more questions that I now submit to your company. Thank you for your kind and professional attention to this matter.

You confirmed that "Wilmington Trust, NA" is a subsidiary company of M&T Bank. You also confirmed Wilmington Trust, NA "became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5, MLMI Trust, Series 2006-HE5).

Are you aware that your subsidiary Wilmington Trust, NA is a party in litigation? Please see the enclosed Proof of Claim filed in the active case to wit in re: YAMAGISHI, RENEE S., United States Bankruptcy Court Northern California District (Oakland), Case # 15-40194 RLE Chap.13.

The wording in your July 1, 2016 letter leaves some ambiguity as to the necessary specificity called for regarding the contractual status of certain parties who have appeared in this case and to which I am one party. The other parties named and appearing or represented in the same lawsuit include your Wilmington Trust, NA; as well as Wilmington Trust Company (also a subsidiary of M&T Bank as I understand), as well as Nationstar Mortgage, LLC.

Question #1: As our case requires greater specificity, can you produce the written verification as to the date AND terms by which Wilmington NA succeeded Citibank NA to become the current trustee of the MLMI Trust, Series 2006-HE5? PLEASE PROVIDE WRITTEN DOCUMENTS SHOWING THE SUCCESSOR STATUS OF WILMINGTON NA, SO WE KNOW THAT CITIBANK NA DOES NOT NEED TO BE SERVED WITH A SUMMONS IN THE UPCOMING ADVERSARIAL PROCEEDING OF THE CASE.

I accept and understand your statement that "As trustee, Wilmington Trust, NA is not the servicer of [my loan]." Your letter continues: "As a result, Wilmington Trust, NA does not have access to any of the specific loan level servicing records and is unable to provide any servicing information pertaining to [your loan]." Ms. Haley, as you have noted, your letter is a reply to my initial inquiry and request for assistance from the CFPB, which I submitted to them on June 20, 2016. The CFPB is the "go-to agency" for certain federal



statutes that are brought up in litigation, such as the Truth in Lending Act (TILA), RESPA, and other consumer protection statutes. Members of the judiciary such as judges and attorneys sometimes seek and defer to the CFPB's interpretation and application of those statutes in individual lawsuits. Therefore it becomes very important to cure any ambiguity that may surface as to the who the "creditor" is on a mortgage loan when the parties opposite the "debtor" are demanding either or both monies as payment or to repossess the collateral or the security, i.e. in this case to foreclose upon our family home and owner-occupied dwelling.

As the complaint and the lawsuit involves our family home, principle residence and owner-occupied dwelling (and the ONLY home I and my family have) certain Consumer Protection Laws apply under governing law and statutes. Therefore the exact entity that is named in the field for "creditor" on a Proof of Claim (POC) filed in a bankruptcy case must not remain an ambiguous entity or company or person. Unfortunately to date, the entry of your Wilmington name on the enclosed POC is causing some ambiguity.

When the consumer protection laws and statutes define a "creditor" in one set of terms, but the entity named as creditor on the POC form describes its own status differently, the result is confusion of the identity of a "creditor" opposite the consumer, and no clear status of the party appearing as creditor on the POC. I and my court are trying to clarify that so we can proceed with meaningful dialogue in the active case. Thank you for helping me as both the consumer, and please note I am also as my own attorney in this case.

I appreciate the clarity of your letter stating that Wilmington Trust, NA has no specific loan records (truncating your sentence), and is "unable to provide any" additional substantive or specific information which would fall under the category of "servicing" of the loan, because Wilmington Trust, NA is in the role as current trustee of this MLMI Trust and is unable to provide further data about [the loan.] Instead you referred me to Nationstar Mortgage as the "servicer of record for [the loan]."

The enclosed and active Proof of Claim (POC) was filed in the case by Nationstar and not by Wilmington nor by M&T Bank. It shows the appearance of Wilmington Trust, National Association. It was filed on 05/14/2015 by Nationstar Mortgage LLC, and submitted by an attorney Max Zaleski who e-filed the POC, as an employee of Weinstein & Riley, P.S. as Representative for Nationstar Mortgage LLC."

Please examine the enclosed Proof of Claim (POC) carefully. You can find it as one of the exhibits attached to by Objection to Proof of Claim, sent as a PDF on my original complaint to the CFPB and sent again here in paper form. On this POC form it shows that the "debtor" is RENEE SHIZUE YAMAGISHI.

Wilmington Trust, National Association's name appears in the next field which is titled: "Name of Creditor (the person or other entity to whom the debtor owes money or property)". Entered in this field is: "WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5."

Question #2: Did M&T Bank as the parent company of Wilmington Trust, NA authorize and instruct Nationstar Mortgage LLC to file this Proof of Claim enclosed? Or was Wilmington Trust, NA unaware such that Nationstar filed this POC in its own authority unbeknownst to M&T Bank? Please explain.

- a) If M&T Bank and/or Wilmington Trust, NA DID in fact authorize and instruct Nationstar to file the claim as shown on this POC enclosed, by what data does M&T Bank base its authorization and instruction to Nationstar Mortgage, LLC?
- b) If neither Wilmington, NA nor M&T Bank authorized and instructed Nationstar Mortgage LLC to file the enclosed POC nor authorized and instructed Nationstar on each ANSWER AS IT APPEARS

on the POC, then explain the appearance of the name Wilmington Trust, NA on the face of the POC enclosed, in the field for "creditor?"

- i) Please copy me on any correspondence to Nationstar Mortgage LLC if your records or position differs in any way from what is indicated on the enclosed POC.

Question #2A: Please see the POC once again under the field for "creditor". Please clarify your understanding of the EXACT NAME of the ENTITY to whom the "debtor" owes "monies or property" and how does your subsidiary "Wilmington Trust, NA" relate to this ENTITY?

- a) Is Wilmington Trust, NA the actual "creditor?"
- b) If your answer to question 2a is "NO," then what is the EXACT NAME of the ENTITY that would be a correct entry in that field on the POC form?
- c) The name appearing under "creditor" here STARTS WITH THE NAME "Wilmington Trust, National Association." Therefore what is the contractual relationship between Wilmington Trust NA and the actual ENTITY who is that "creditor?"

My question to M&T Bank and Wilmington Trust NA is NOT "Who should I write my monthly checks to?" My question is directed to the parent company for Wilmington Trust, NA, i.e. M&T Bank, and I ask: WHO IS THE CREDITOR OF THE "LOAN" THAT YOUR RECORDS INDICATE IS BEING SERVICED BY NATIONSTAR MORTGAGE LLC? And what is the EXACT NAME of that "creditor?"

REASON: I wish to negotiate directly with the Creditor, not its agent.

My current lawsuit and my prior lawsuit, which I AS PLAINTIFF VOLUNTARILY DISMISSED WITHOUT PREJUDICE in 2014, attests to my claims clearly. I refuse to enter a contract with Nationstar Mortgage LLC for the next 30 years or 30 days or 30 seconds: They have utterly failed to provide an acceptable paper trail that fulfils the very minimum requirements of any business model that tasks itself as a "servicer" of my "mortgage loan." [See my entire Objection to POC with exhibits, attached.]

Once again I have a similar "informal discovery request letter" going out to Nationstar Mortgage LLC to help cure the ambiguity as well. Your cooperation is greatly appreciated, as the bulk of the discrepancies have lain with the written documentation generated by Nationstar Mortgage LLC and not by M&T Bank nor by Wilmington Trust NA, to date.

In fact, despite repeated requests to Nationstar as purported "servicer," I have never gotten any correspondence nor communication directly from Wilmington Trust, NA - rather only from your firm M&T Bank, and only THIS letter of July 1, 2016.

Furthermore as the active bankruptcy case proceeds it may become necessary to subpoena employees of your company as well as of Nationstar and their attorneys, who may testify with personal first-hand knowledge of the facts behind the filing of this Proof of Claim as well as its content on its face, and to provide a meaningful response to the claims I raised on Objection to the POC. Therefore I am proceeding with the understanding that this person would be an employee of M&T Bank the parent company, and not an employee of Wilmington Trust, NA its subsidiary. Please clarify.

Question #3: Do you agree that "WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5" is the CREDITOR on

a debt claimed against RENEE SHIZUE YAMAGISHI, as shown in this enclosed Proof of Claim in this active bankruptcy case? On what basis do you make this claim?

- a) If neither M&T Bank nor Wilmington Trust NA is able to access or provide the "loan level servicing data" in your capacity(ies), then please explain how M&T Bank or Wilmington Trust, NA can verify and validate that the status of the named "creditor" on this Proof of Claim as accurate?
- b) On what basis do you explain your response to this last question?

Question #4: Did M&T Bank and/or Wilmington Trust NA through any of your departments or legal counsels hire and / or retain legal counsel opposite RENEE SHIZUE YAMAGISHI, in the active litigation evidenced by this POC and my Objection?

- a) If Yes, please provide written Notice of Appearance and Power of Attorney signed by an employee of M&T Bank and/or Wilmington Trust NA, and please enclose a copy of the retainer agreement (redacted as needed) showing the Name and Address of the Law firm your company has hired and currently retains to act as your legal representative opposite RENEE SHIZUE YAMAGISHI in the active case.
- b) If No, then please explain the appearance into my case of the law firm "Barrett, Daffin, Frappier, Treder & Weiss" who claim to be attorneys representing "Wilmington Trust, NA," the acting trustee of this MLMI Trust 2006-HE5.

Questions #5: Could M&T Bank and/or Wilmington Trust, NA produce a live employee with personal firsthand knowledge of the data behind the information on the face of this POC, and when appearing on subpoena could this employee provide courtroom testimony and an affidavit to validate the information on this Proof of Claim?

Question #6: Could M&T Bank and/or Wilmington Trust, NA produce a WRITTEN CONTRACT as Principle entity designating as your Agent Nationstar Mortgage, LLC?

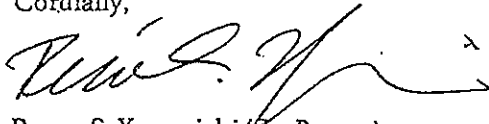
What written proof can you provide that your company has an existing Agency Relationship between Nationstar Mortgage LLC and Wilmington Trust, NA, such that the statements made in writing by Nationstar on the POC are true and consistent with the principle Wilmington Trust, NA?

Question #7: [This question is the same as #6 but substitutes the law firm who has made an appearance into the instant case] Could M&T Bank and/or Wilmington Trust, NA produce a WRITTEN CONTRACT as Principle entity designating as your Agent and Attorney a company called Barrett Daffin Frappier Treder & Weiss? What written proof can you provide that your company has an existing Agency Relationship between Barrett Daffin et al. who are acting as "attorney" and self-stated "debt-collector" for Wilmington Trust, NA, such that the statements made in writing by Barrett Daffin et al on the POC and on subsequent legal pleadings in the active case, are true and consistent with the dictates of your company, the Principle Wilmington Trust, NA?

Finally, please note that your answers to the questions here will be forwarded to the CFPB as part of their files, as well as uploaded and exhibited in the instant active case in the U.S. Bankruptcy Court, evidenced in the enclosures below.

Thank you for your prompt attention to this matter. Please provide substantive and meaningful responses to these questions within ten (10) business days. My address, email, and phone number are at the head of this letter. Time is of the essence.

Cordially,



Renee S. Yamagishi (aka Ramos)  
Claimant Sui Juris  
Pro Se litigant  
CFPB Case # 160620-002405

Enc:

- Your July 1 2016 letter to myself for reference
- CFPB case file contents and confirmation
- Proof of Claim filed by Nationstar Mortgage LLC by its attorney on 05/14/2015.
- in re: YAMAGISHI, RENEE SHIZUE / Objection to Proof of Claim and exhibits
- "Response of Secured Creditor Wilmington Trust, NA." Pleading filed 08/19/2015 by Barrett Daffin et al, as attorneys for Wilmington Trust NA

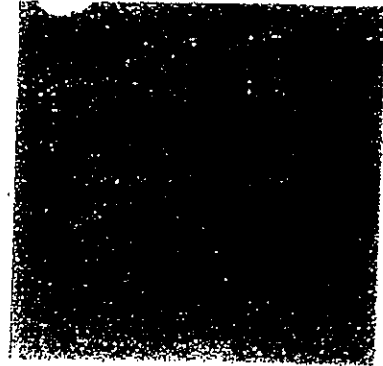
cc: Nationstar Mortgage LLC, P.O. Box 619098, Dallas, TX 75261-9741 ATTN: Paula Strasser  
Consumer Financial Protection Bureau (CFPB), P.O. Box 4503, Iowa City, IA 52244

From the desk of Renee S. Yamagishi (Ramos)



Customer Asset Management  
475 Crosspoint Parkway, Getzville, NY 14068

July 27, 2016



Renee Yamagishi  
2703 Mathews Street, Derby  
Berkeley, California 94702-2215

CFPB case number: 160620-002405

Dear Renee Yamagishi:

M&T Bank ("M&T"), of which Wilmington Trust, NA ("Wilmington Trust") is a subsidiary company, received your correspondence dated July 17, 2016.

As previously stated in M&T's response letter dated July 1, 2016, Wilmington Trust became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5. Wilmington Trust is the Trustee of your loan. Wilmington Trust is not the servicer and does not have access to any of the specific loan-level servicing records for your loan. As such, Wilmington Trust is unable to provide any servicing information pertaining to your loan.

The servicer of record for your loan is Nationstar Mortgage. As such, any action pertaining to the servicing of your loan must be handled by Nationstar Mortgage. Any inquiry regarding the servicing of your loan should be directed to Nationstar Mortgage via mail at 4000 Horizon Way, Irving, Texas, 75063 or via telephone at (887) 343-5602.

Sincerely,

Cindy Haley  
CAM Escalations Analyst