

**Yamagishi v. Nationstar Mortgage LLC, et al. - Alameda County Superior Court,
Case No. RG17852775**

2/0 messages

Diane P. Cragg <dpc@severson.com>
To: Renee Yamagishi <ryamagishi@gmail.com>

Thu, Apr 27, 2017 at 11:46 AM

Ms. Yamagishi,

Please be advised that our office has been asked to represent Wilmington Trust N.A. as Trustee, Wilmington Trust, N.A., and M&T Bank, in addition to Nationstar Mortgage in this lawsuit.

Pursuant to C.C.P. Section 430.41, I am advising you that I will be filing a Demurrer to your Complaint on behalf of the parties listed above, as the allegations in the Complaint do not support a quiet title cause of action. Please let me know if a Demurrer is unnecessary. If I do not hear back from you on this issue, I will move forward with the Demurrer.

Thank you,

Diane P. Cragg

Severson & Werson

One Embarcadero Center, Ste. 2600

San Francisco, California 94111

Renee Yamagishi <ryamagishi@gmail.com>

Thu, Apr 27, 2017 at 1:19 PM

To: "Diane P. Cragg" <dpc@severson.com>

Good day Ms. Cragg,

Noted. But is "Wilmington Trust N.A. as Trustee" the complete name of the party claimed as creditor, hence as "injured party?" Please provide written documentation from the party and/or Nationstar of the exact name of the entity to whom your client(s) attribute status of current entity to whom money or property is owed. This name currently appears different between various public records and correspondence generated, filed into and activated by your client(s). Certainly this entity is presumably Nationstar's client on behalf of whom it acts as debt-collector, would that concur with your position? if so, my requested clarification would appear relevant.

Specifically the defendant i named in the instant suit is derived from court-filed Proof of Claim and subsequent filings in a Chapter 13 bankruptcy on the same dispute, i.e. "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 this name now different than that as shown in my suit? And did you receive my email inquiry as to this question given Nationstar's response to my NOE/RFI letter?
Thanks for that clarification, i will await your reply.

Finally, the court has an ADR procedure available and this is an informal inquiry by email inquiring if your clients are amenable to attempt this perhaps after another meet and confer call between us: shall we schedule it? If so we should keep in mind the 07/31/2017 Case Management Conference set by the court.

Cordially,
Renee S Yamagishi aka Renee S Ramos
[Quoted text hidden]

Diane P. Cragg <dpc@severson.com>
To: Renee Yamagishi <ryamagishi@gmail.com>

Thu, Apr 27, 2017 at 5:01 PM

Ms. Yamagishi,

You are suing Wilmington Trust, N.A. in its capacity as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificate, Series 2006-HE5, which is sometimes referred to in shortened form as MLMI 2006-HE5, or Merrill Lynch Mortgage Investors Trust, Series 2006-HE5. Wilmington Trust, N.A., as Trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificate, Series 2006-HE5 is the beneficiary under the DOT. This is the same beneficiary stated on the recorded Notice of Trustee's Sale. [Wilmington Trust, N.A. is the successor trustee to Citibank, N.A.]

* The referenced NOTS listed only Aegis and MERS - made zero mention of any Wilmington.

The shortened form of the trust name was provided in response to your RFI letter.

I will go ahead and move forward with our Demurrer. Our clients may be amenable to participating in some form of ADR in the future.

Thank you,

Diane P. Cragg

Severson & Werson

(415) 677-5530

[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com>
To: "Diane P. Cragg" <dpc@severson.com>

Mon, May 8, 2017 at 8:38 PM

Good day Ms. Cragg,


Attached please find a PDF as my reply to our email exchange here, and specifically in response to yours dated April 27, 2017 at 5:01 p.m.

Thank you,

Renee S. Yamagishi aka Renee S. Ramos

Plaintiff in Pro Per in the active complaint referenced in this conversation

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 dpc_05082017.pdf.pdf
744K

→ (linked on page on site)
exhibits the referenced Notice of Trustee Sale.

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>
Bcc: "Frederick, Tom" <tfrederick@mtb.com>

Good morning Ms. Cragg,

In support of my request for clarification of the exact name of the purported creditor / owner of the note / current beneficiary under the DOT / client(s) represented by the Severson & Werson firm, please refer again to PAGE 9 OF THE ATTACHED NOE/RFI letter to which you Ms. Cragg reference when citing to the formal response thereto by your client Nationstar Mortgage LLC.

Below this response letter from your client Nationstar dated February 16, 2017, uploaded to the CFPB as per my complaint against Nationstar to the CFPB, states that "**Wilmington Trust Company as Trustee for MLMI 2006 HE-5**" as the "**current owner of the LOAN.**"

And the most recent letter of April 12, 2017 from Nationstar in response to my NOE/RFI letter and naming your firm as legal representative claim "**Wilmington Trust Company [solely] as Trustee for MLMI 2006 HE-5**" as the "**current owner of the NOTE.**"] (*emphasis italicized*).

I am attempting to alleviate some confusion as to exact named designation for the "Wilmington - as - Trustee" entity, central to the Complaint as a Defendant, as to what will surely become problematic for the court with regards to the issue of standing and proof of standing and proof of injury central the Complaint.

It would appear from your correspondence Ms. Cragg, since about February of 2017, that your firm is using the two Wilmington entities INTERCHANGEABLY when referenced in its role "as trustee" or "solely as trustee," i.e. that Wilmington Trust **COMPANY (WTC)** is designated interchangeably in your emails Ms. Cragg, with "Wilmington Trust **N.A.. (WTNA)**," i.e., your recent correspondence by email (attached again below) mentions not the "WTC" entity but only the "WTNA" entity.

Is this INTERCHANGEABILITY OF BOTH WILMINGTON ENTITIES as written on the face of the referenced documents in my email here, the official legal position and claim on behalf of your clients M&T Bank and either or both Wilmington entities?

Thank you for clarification in my attempt again, to alleviate any confusion or ambiguity before the court, prior to our appearance at the imminent Ex Parte hearing for TRO/OSC in two days on May 11, 2017.

Thank you,

Renee S. Yamagishi aka Renee S. Ramos
Plaintiff in Pro Per
RG-17852775 YAMAGISHI v. NATIONSTAR MORTGAGE LLC, et al.

[please scroll to PDF attachment below, for above-referenced email thread with Severson law firm]

<https://drive.google.com/file/d/0B75w1kK1813oZGRBSm10TmwwSDFENk9vaV9TQndiM2VVZDVb/view?usp=sharing>
[Quoted text hidden]

 **Severson_Wilmington_Name_email.pdf**
200K

Diane P. Cragg <dpc@severson.com>

Tue, May 9, 2017 at 12:13 PM

To: Renee Yamagishi <ryamagishi@gmail.com>

Cc: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dherandez@logs.com>, Aztecnotices <AztecNotices@logs.com>, Elaine Malone <emalone@logs.com>

Good morning Ms. Yamagishi,

I will look into the issues you set forth below, and will provide a response as soon as I can. However, I just learned that you contacted M&T Bank directly this morning. As you are aware, M&T Bank and Wilmington Trust, N.A. are represented by our firm in this lawsuit. Therefore, please do not contact them directly again.

Thank you,

Renee Yamagishi <ryamagishi@gmail.com>

Tue, May 9, 2017 at 12:34 PM

To: "Diane P. Cragg" <dpc@severson.com>

Ms. Cragg,

Thank you for researching my concerns. However as per contacting M&T Bank directly on the issue, if you have reviewed the Complaint you will find an Affidavit of Informed Belief referencing that neither M&T Bank nor Wilmington retained a prior lawfirm who appeared in BK court (re: Tom Frederick, senior staff counsel M&T BANK).

Therefore I am informally here by email requesting your firm to provide a written contract of authority you represent M&T Bank, Wilmington Trust N.A., Wilmington Trust N.A. as Trustee [for MLMI Trust Series 2006 HE-5], Wilmington Trust Company and/or your full and complete client names as defendants to the Complaint.

Otherwise, given the past paper trail and litigation practices of your client Nationstar Mortgage LLC and/or all their past legal counsel appearing opposite my dispute, I must proceed with a formal Motion to Compel Proof of contracted authority of Severson & Werson as legal representative of M&T Bank and any of its Wilmington subsidiaries. While this written proof is left wanting, and your response to my inquiries still forthcoming, I disagree that it is improper for me to seek clarification directly from the entity in question.

Please inform me as to whether my Motion to Compel Authority to Represent is necessary at this time, while we await the necessary cure to the ambiguities I have informally raised. Again my aim is to alleviate the court of any unnecessary convolusion when it is within our purview to do so, prior to taking up the court's time and resources.

Thank you again
R.S. Yamagishi/ Ramos

Diane P. Cragg <dpc@severson.com>

Tue, May 9, 2017 at 12:49 PM

To: Renee Yamagishi <ryamagishi@gmail.com>

Ms. Yamagishi,

Neither our clients, nor our firm, have an obligation to provide you with a written contract confirming representation. I will be filing a Demurrer on behalf of the entities I mentioned to you previously, at which time our office will be counsel of record for the aforementioned entities.

Consistent Refusal to produce Proof of attorney signed by any defendant.

Diane P. Cragg

Diane P. Cragg <dpc@severson.com>

Wed, May 17, 2017 at 12:44 PM

To: Renee Yamagishi <ryamagishi@gmail.com>

Ms. Yamagishi,

Please find attached an amended letter from Nationstar, responding to your RFI letter of March 2017 – correcting the beneficiary information.

Thank you,

Diane P. Cragg

Severson & Werson

↳ Var # 2 (linked) of 3 variations. Contradicting still the name on Nationstar's Proof of Claim + Motion for Relief in Bankruptcy Court, where (in 90 day period)