



1 the best of her assessment and belief that: both the principles of Equity and Due Process  
2 are laid aside by the court's order deeming Plaintiff a "vexatious litigant"; and based  
3 thereupon further ordering Plaintiff post bond of \$100,000 that would be monies well-nigh  
4 claimed before its come (!) due to the wording of the same order: a reasonable person able  
5 to read the English language should conclude that upon the court's ruling as written, any  
6 Defendant who has ever appeared and responded to any of Plaintiff's lawsuits could make  
7 claim against the bond for monies due it for the trouble and expense of defending against a  
8 litigant who the court has already judged as "vexatious" under Civil Code 391.  
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11 Plaintiff chooses not to be thus voluntarily made \$100,000 lighter by the order on  
12 grounds that the order itself acts as a de facto denial of due process "worse than a Catch-22"  
13 against her. According to information, belief, analysis and logic of language Plaintiff  
14 declares the order departs from equity and due process because Plaintiff's chief cause of  
15 action was for compliance with both law and equity: namely with Calif. Civil Code 2923.5  
16 and its due diligence requirement imposed upon all mortgage servicers operating in  
17 California, to be held to the prudence of a TWO-WAY CONFERENCE that includes  
18 RECEIVING INPUT FROM THE HOMEOWNER as to her reasonable and achievable  
19 options to ALSO be put on the 2923.5-compliant table; such that truly ALL alternatives --  
20 and not merely a few one-sided options -- to dispossession-of-dwelling pursuant to a  
21 "California HOMEOWNERS' Bill of Rights" statutory set of state laws and not merely a  
22 five-minute recitation by phone of the mortgage-servicer's convenient alternatives to  
23 "foreclosure", but rather its self-serving preferred alternatives to the cost and trouble of  
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1 litigating in unlawful detainer court, i.e., that servicers prefer and recite in their version of  
2 2923.5 conversations that "cash for keys, deed in lieu or short sale" are all they see on any  
3 table they'd be interested to sit at!  
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5 Plaintiff was thus offered a seat at Defendants' table where nothing served was  
6 remotely palatable or reasonable, nor should it be when proffered a "Homeowners Bill of  
7 Rights" compliant conference call, yet Defendants have called it fine and even signed and  
8 recorded a Declaration page attached to their Notice of Default that Plaintiff asserts is  
9 perjured. It is perjured because Plaintiff herself was on the phone with Defendants who  
10 spouted off "cash for keys, deed in lieu and short sale," none of which include her lawful  
11 right to sell first on the open market thus retaining her substantial equity of about \$350,000  
12 in the face of Defendants' "full payoff amount," and thus at THE VERY LEAST  
13 COOPERATE to enjoy "full payoff or close to full payoff" while Plaintiff and her family  
14 would also lose the subject property home but retain monies to start over somewhere else,  
15 and not left both homeless and penniless which is what the 2924 conveyor belt achieves if  
16 left unchecked.  
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21 Plaintiff, after having exhausted all reasonable remedy including Defendants  
22 rejecting her offer of cash settlement earlier this year, then brought suit for "material  
23 violations of 2923.5, 2923.17 and "CalHBOR" as a whole, aimed at out-of-court settlement,  
24 demonstrated with evidence in writing of her good faith cash settlement offers which were  
25 rejected and counteroffered with "be out in 30 days and we offer \$5000 cash for keys (five-  
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1 thousand-dollars-even) with no opening for further discussion and the assertion that  
2 Defendants' complied with 2923.5.

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4 Plaintiff further declares that her opening legal position at the June 7, 2019  
5 Mandatory Settlement Conference, and after just one 50 minute face to face OPENING  
6 conversation to present offers from both sides, <sup>was</sup> followed by a short private meeting each  
7 with the presiding commissioner for the MSC that day; <sup>then</sup> suddenly and abruptly the  
8 conference ended! Opposing counsel quit the talks before our opening offers could even  
9 begin to fruit into the slightest opportunity for a follow-up conversation! This sole  
10 attorney for any defendant literally "had to go" suddenly and quickly left the building with  
11 a wide stride while talking on her phone her back to plaintiff and plaintiff's daughter who  
12 looked upon this incredulous evasion of good faith settlement negotiations: one gets an  
13 order to attend MSC because there is something to settle .... If there was not a gap in the  
14 offers no matter how wide or narrow there would be no reason to attempt negotiated  
15 settlement. Plaintiff assumed that the offers would begin wide apart and then prudent  
16 reasonable discussion should move them closer together, even to a settlement. But plaintiff  
17 was sorely aggrieved when opening talks ended before any creative solutions could be put  
18 forth and discussed, hardly in the spirit of any earnest "settlement conference" it would  
19 appear to any reasonable person.

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21 Such behavior, and the prior characteristic evasion by phone (2923.5) FORCE  
22 homeowners such as Plaintiff to file suit to protect civil rights, rights to property, rights to  
23 defend against irreparable harm threatened by parties who refuse to prove the right to  
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1 make claim: Homeowners in California and any "nonjudicial foreclosure" state have  
2 ALREADY BEEN ATTACKED AND BASIC DWELLING NEEDED TO SURVIVE  
3 THREATENED without suit being filed against us ("nonjudicial foreclosure") hence all our  
4 lawsuits are defensive - we bring suit after a Foreclosure-Threat-Bomb has already been  
5 thrown and exploded at the dining room table!  
6

7  
8 We homeowners defend ourselves and our families from a nonjudicial foreclosure  
9 attack, because by definition (nonjudicial) forces homeowners to become plaintiff seen as an  
10 "offensive" position yet is actually our defensive protective measure in the face of an  
11 offensive assault ALREADY suffered in any "nonjudicial foreclosure" state such as  
12 California. We thus DEFEND in the role of Plaintiff, or else become subject to the  
13 unscrutinized and as such apparently-lawless conveyor belt rolling quickly towards  
14 material, financial, physical and emotional ruination for multiple generations in one family  
15 and the extended family and community as well.  
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19 "No, we do not consent," in California and in response our legislature enacted in  
20 2013 and renewed in 2018 a California Homeowners' Bill of Rights that raised the bar of  
21 standards imposed upon mortgage-servicers, to help mitigate the minefield in which this  
22 destructive conveyor belt would otherwise be allowed to roll leading automatically without  
23 intervention to the irreparable harm and dispossession of real property and home, and its  
24 multi-faceted ruination for Californians throughout our state. Plaintiff pled her rights by  
25 CalHBOR, and pled that a reasonable method to her aim for OUT-OF-COURT settlement  
26 was to discuss what settlement terms could look like: Keyword DISCUSS.  
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1           When servicers loathe discussion but the law requires it, homeowners must find  
2 themselves seeking a court to issue injunction against loss of home while the discussion is  
3 thus mandated by law to complete with due diligence. This court chose to deny that  
4 injunction and instead impose against homeowner and Plaintiff an insurmountable burden  
5 of the bond as pled herein, designed apparently to thwart access to judicial scrutiny over  
6 nonjudicial foreclosure threats of grave harm against her and her family; when discussions  
7 by law could otherwise effectuate a remedy.  
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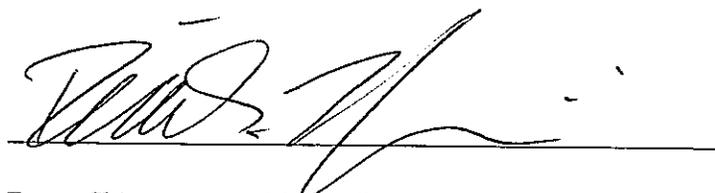
10           A homeowner turned plaintiff who is non-law-professional is forced to  
11 survive this gauntlet, and may become informed that in unfamiliar terrain, i.e., the courts,  
12 sometimes strategic retreat such as voluntary dismissal without prejudice of the entire case  
13 is prudent or necessary to change tack or strategy to avoid losing her home to that conveyor  
14 belt: this machine rolls on with no eyes nor ears open for any active litigation pending at  
15 the same time: no matter how compelling the evidence or causes of action that should stop  
16 that belt from moving when such arguments are heard and evidence presented into a court  
17 of equity. "Equity abhors a forfeiture."  
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23           As pled before in the original complaint, a different Alameda County courtroom  
24 found for Plaintiff on the same facts frozen in time prior to February 2018 and granted the  
25 Preliminary Injunction on August 21, 2018 (RG-18906713); but this court has issued a stay  
26 from further due process by imposing a bond prejudicial against Plaintiff that has been  
27 effectively pre-awarded by the language of the order which demands it.  
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1 ALL, not some but all, of Plaintiff's distinct cases have aimed TO CURE THE INJURY  
2 OF THE INJURED PARTY directly and not via an alleged unproven agent of the principal,  
3 pursuant to rights of a party in contract on a promissory note like that June 26, 2006 Note in  
4 favor of one Aegis Lending Corporation. ALL, not some but all, of Plaintiff's cases have  
5 never concluded or been decided adversely against her and she will in the future evidence  
6 the veracity and proof of this statement; but not in this pleading nor in to this case.  
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11 Plaintiff Renee Shizue Yamagishi, a member of the constitutional republic operating  
12 under the supreme law of the land i.e., the Constitution of the united states of America,  
13 does thereby reserve her right to make further and future sworn declaration and/or  
14 affidavit regarding the causes of action brought in her original complaint and related  
15 matters such as attested to in the instant Declaration; whether by public record and/or by  
16 public discourse in the commons including but not limited to common-law arbitration, a  
17 jury of her peers in a tribunal of equity and honor, and by first amendment protected  
18 speech and press on sites such as <https://www.mathews-street-america.net>.  
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23  
24 Dated September 13, 2019



25 Renee Shizue Yamagishi for RENEE SHIZUE YAMAGISHI  
26 formerly known as RENEE SHIZUE RAMOS  
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