

1 Renee S. Yamagishi
2 aka Renee S. Ramos
3 2703 Mathews Street
4 Berkeley, CA 94702

5 *Sui Juris*, self-represented, defending

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7 **Superior Court of the State of California**
8 **For the County of Alameda – Unlawful Detainer Division**

9
10 BRECKENRIDGE PROPERTY FUND
11 2016, LLC

12 Plaintiff,

13 vs.

14 RENEE S. RAMOS
15 aka RENEE S. YAMAGISHI
16 Defendant.

) Case No. RG-19038318

) **OPPOSITION TO MOTION FOR SUMMARY**
) **JUDGEMENT: TRUSTEE CONDUCTING**
) **SALE ON 9//25/2019 WAS NOT THE DULY**
) **APPOINTED TRUSTEE; RULING TO SET**
) **ASIDE TRUSTEE SALE IS IN ORDER FOR**
) **WRONGFUL FORECLOSURE**

) **STANDING REACHED FOR HOMEOWNER IN**
) **POSSESSION PURSUANT TO CIV § 2924.12b**

) **HON. JUDGE PATRICK R. MCKINNEY, DEPT.**
) **511**

) Hayward Hall of Justice
) [submitted pursuant to Local Court Rules 1.8a]

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21 Comes now, named defendant Renee Shizue Yamagishi aka Renee Shizue Ramos, begging leave of
22 court to excuse the instant incomplete pleading as to form. This is defendant's Opposition to Motion
23 for Summary Judgement. Following is her Declaration. Attached to the Opposition are a number of
24 Exhibits in support of her legal position, arguments raised in Opposition, and the background and
25 evidence of her assertion before this court that now brought before the court is evidence and facts of
26 good cause to set aside trustee's deed for good and lawful cause.
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II.

DECLARATION OF RENEE SHIZUE YAMAGISHI (aka RAMOS)

The bulk of the instant Opposition, thereby, consists of exhibits including those for which named defendant pleads for grace of the court to take as Requests for Judicial Notice when the documents are clearly copies of (true and correct) publicly recorded documents for the subject property, on record as active and viewable in the County of Alameda Clerk Recorder's office for the subject property; and further that the exhibits comprise other pleadings or exhibits to pleadings which are docketed into other cases in our County Superior Court in an effort to duly summons into the courtroom the true injured party in fact with whom this homeowner could then cure and pay directly to; thus bypassing what appeared to be unproven third party debt collectors. The last two years 2018 – 2020 are proven in the public record and testified herein now, as bringing complaint under California Homeowners' Bill of Rights (CalHBOR) for ONLY CIV §2923.5 to compel servicer mandate to conduct exhaustive and complete telephonic discussion with homeowner of ALL viable reasonable achievable alternatives to foreclosure that would result in keeping home. The same mortgage servicer and substitute trustee entities who unlawfully conducted the recent trustee sale, also then and for all of 2018 and 2019 further violated laws, statutes, and rules to evade a simple reasonable forthright DISCUSSION towards new contract such as payoff terms.

Thus, as will be evident in the exhibits and in testimony, in September of last year this homeowner made an unconditional offer to TENDER IN FULL subject ONLY to written agreement of an accord to expect "whatever the dollar amount claimed" is such that we had an accord that upon delivery that June 26, 2006 Note and its security Deed of Trust would be thus extinguished forevermore. Parties did enter contract in writing "Offer and Acceptance" exhibited for 9/12/2019

1 but upon “Delivery” of perfected performance of proven funds, these parties breached our contract
2 entirely and order the then NOT YET BEGUN sale to proceed anyway hours later that same day.
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6 **III.**

7 **CONCLUSION**

8 Based on the above, it is requested that defendant’s Opposition be duly considered in light of
9 the long history of her proven, documented, public records of her UNWAVERING OFFER TO PAY:
10 From 2009 to 2012 by loan modifications egregiously denied by Bank of America servicers despite
11 copious proof of her ability to afford and pay; from 2013 – 2018 opposite subsequent named
12 mortgage-servicer Nationstar Mortgage LLC together with named substituted trustee Aztec
13 Foreclosure Corporation who was not and never was duly-appointed by the beneficiary of the note
14 and deed of trust but functions as agent to the mortgage-servicer and its legal counsel; and finally
15 during the whole of 2019 by offering to tender the debt first by two short payoff offers promptly
16 rejected by lead attorney and unrefuted Single Point of Contract for all interested parties except Aztec
17 who retains its own legal counsel (SVESM Law LP) such that homeowner’s offer to REDEEM HER
18 PROPERTY ENTIRELY BY TENDERING THE UNCONDITIONAL FULL-PAYOFF DEMAND
19 made to her by attorney-contact was thus OFFERED AND ACCEPTED IN WRITING (9/12/2019);
20 DELIVERED IN THE FORM OF WRITTEN LOAN APPROVAL proving “wire-transfer-ready-
21 funds” SIGNED BY LOAN BROKER FOR INVESTOR AND BORROWER-DEFENDANT
22 (9/25/2019) PRIOR TO THE TRUSTEE SALE AND KNOWN TO AZTEC FORECLOSURE
23 CORPORATION WHO WAS DULY APPRISED FOR OVER TWO FULL WEEKS that full payoff
24 was soon to close sourced from hard-money lenders; but as named trustee of the Deed of Trust, yet
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1 completely unauthorized by the person or instituted entitled to payment or to foreclose on the
2 security, Aztec Foreclosure Corporation failed to abide by its duty to postpone the sale upon
3 DELIVERY OF “PROOF OF FUNDS IN WRITING” (CIV §2924g) and instructed the auctioneer to
4 open bidding and decree foreclosure in favor of the current plaintiff; even when homeowner-trustor
5 had in fact, in the eyes of the California Homeowners’ Bill of Rights authoritative law, and of
6 Binding statute and Case Law regarding Tender of Payment of Debt in Full; known as the Right of
7 Redemption, law in all fifty states for centuries if not millennia, as the Obligor’s right to redeem her
8 secured property from lien by tendering the amount owed on the debt secured by the lien property,
9 in full prior to a decree of foreclosure or sale of the security.
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13 Furthermore, plaintiff was duly noticed in a multitude of ways by THE NOTICE OF
14 TRUSTEE SALE ITSELF which declared that the trustee was conveying only a LIEN interest and
15 that the winning bidder would therefore NOT take title to the property itself , CIV C2924f(b)(8)(A)
16 serving as a Warning and NOTICE to Bidders on the face of the very Notice of Trustee’s Sale,
17 recorded publicly in the County Clerk Recorder’s Office for the subject property; clarified further
18 by CIV V2888 the latter of which defines that a LIEN against real property is absolutely NOT TITLE
19 to the real property.
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21 Conclusively: 1) plaintiff has submitted an improperly-verified complaint which fails the test
22 of fact because no real party has entered or appeared into the case and attorney-verification and
23 declarations are informative only but are not admissible as fact or evidence (CCP §446(a),
24 EVID §1200 et seq); 2) Plaintiff has no standing to bring the complaint because none of defendant’s
25 actions caused plaintiff’s claimed injury – it did not take nor does it hold title, nor ownership, nor
26 right to possess the real property because it bought only a lien and did not take title to the property
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1 itself; 3) Plaintiff was duly noticed multiple ways of fatal defects with the sale and the property cloud
2 on title; 4) The trustee was not a duly-appointed trustee and had no authority to conduct the sale on
3 behalf of any entity, it acts as agent for the mortgage servicer and its attorneys which is wholly
4 improper and against the deed of trust and California law; 4) The sale was conducted in violation of
5 several statutes under CIV § 2924 et seq.; 5) Three expert witness forensic and handwriting analysis
6 of the operative assignment of deed of trust forming the basis of the trustee's unproven appointment
7 and authority are submitted herewith showing fatal defects of a myriad of issues pointing to Void
8 Assignment, No right to foreclose, fraud, forgery and notary malfeasance in the current Assignment
9 and Substitution of Trustee documents forming the basis of the trustee sale in favor of this plaintiff.
10 Accordingly the Trustee's Deed is a void instrument and should be set aside.
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13 Only a court of competent jurisdiction can adjudicate the compelled and should-be-
14 compulsory cross complaint of the homeowner-defendant for good, just and lawful causes of action
15 for grave injuries suffered by those who conducted and participated in that September 25, 2019
16 trustee sale. This court is a court NOT of proper jurisdiction which bars her cross complaint and
17 thereby disallows the entirety of her effective and substantive defense at all! Homeowner is a
18 California homeowner, owner-occupant of primary residence dwelling in Alameda County
19 continuously in family since 1965; and a real party who has reached her standing according to the
20 intent of the California legislature who enacted CIV §2924.12(b). She also redeemed her note and
21 deed of trust by perfectly executed her contractual promise to the single point of contact attorney
22 HOURS PRIOR TO THE SCHEDULED TRUSTEE SALE proving "proof of funds in writing,"
23 DELIVERED, after obtaining Acceptance on her Offer to Tender Full Payoff.
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26 Therefore this court, in its capacity and jurisdiction, should order set aside of the trustee's
27 deed and further jurisprudence towards a judicial determination of rights of the parties, towards
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1 resolution to this debilitating, injurious and gravely wrong action brought against a homeowner who
2 “paid dearly to redeem” not only her property, but her life, her health, her time, her well-being, her
3 attention – from any and all litigation and burden upon her own County Court system.

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5 It is this plaintiff, in co-conspiratorial and as knowing co-beneficiary of unjust enrichment
6 alongside an apparent rogue substituted trustee working for no beneficiary of the debt at all, but
7 admittedly acting as agent of the mortgage servicer and its attorneys – who has forced this
8 homeowner to defend herself and four generations from theft of her home’s equity rightfully hers (at
9 minimum) of \$500,000; theft of her dwelling and real property itself over and above threatened loss
10 of the half a million dollars; theft of the rental business income she built herself which is her only
11 income at this time; and utter financial-material-physical-mental-emotional devastation and ruination
12 – all because foreclosure-profiteering entities chose to violate ALL GOVERNING LAW and reject
13 her EQUITABLE RIGHT TO REDEEM BY PAYING IN FULL, to persist in over five years’ of the
14 same rogue substitute trustee actions and publicly recorded documents, violate the deed of trust duties
15 over trustee owed to the trustor-homeowner, violate not only CalHBOR, but CIV 2924g to postpone
16 for good cause – and bring now almost one full year of misery, stress and grave damage to her
17 medical health – to have this plaintiff use the summary judgement procedure of “ejecting” and
18 “evicting” an “occupant” from “real property” it claims it “own” and should have a court award it a
19 “writ of possession” against defendant-homeowner; who has and can prove beyond a shred of doubt –
20 in writing under any amount of scrutiny – she has ELEVEN CONTINUAL YEARS OF PROOF OF
21 HER UNWAVERING OFFER TO PAY HER DEBT TO SECURE THIS FAMILY HOME FROM
22 ALL THREAT OF HARM OF UNFAIR UNLAWFUL DISPOSSESSION.

23 *Declared under penalty of perjury under the laws of the State of California.*

24 Dated: September 14, 2020, 2020

25 Berkeley, California

_____/s/ Renee S. Yamagishi

26 Renee S. Yamagishi (Ramos), Sui Juris, defending

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