

## RENEE RAMOS YAMAGISHI'S UNWAVERING OFFER TO PAY FOR 13 YEARS AND CONTINUING

While entities claiming to represent her lender / creditor / debt-owner prove ONLY OBSTRUCTION OF THE LOAN CONTRACT BY REFUSAL AND REJECTION OF HER PAYMENTS & OFFERS TO PAY!

(Nutshell Narrative, Rev. 11/5/2021)

**December 2008 - August 2012:** Applied for loan mods to end the predatory interest-only ARM my husband and I got in a hurry to finish major remodel on house -- wanted fixed rate and could even afford the same or a little more if it were fixed P&I. But I paid NOTHING because didn't want to keep contracting on a predatory loan, and explicitly disclosed this to servicer while also insisting they approve a modified loan as soon as possible and we would pay into a FIXED RATE loan immediately. We didn't ask for a principal reduction at all, and any "forbearance" delay would be up to them not us since we could afford the payments on our hopeful non-predatory loan pronto! Applied for the loan mod prior to ever missing a payment.

**LMDDs #1 to #5:** "Loan Mod Debacles & Denials" for 4 ½ years; wrongful denials of servicer obstruction on our loan contract – refusing my payments – despite overwhelming proof in writing of ability to pay! "These entities aren't in the "lending" business? They refuse loan modifications by total incompetence for no reason except "the investor denied your application," but threaten to take the whole house for "non-payment?"

- Nothing but dereliction of duty from servicer (Wilshire Credit Union) except for lost paperwork for over 1 year then Wilshire transferred to BAC and then to BANA servicing in 2010
- Both BAC and BANA wrongly denied four loan mod applications with horrible trauma-designed tactics 2010 - 2012. Full documentation: "Our Story" page at Mathews Street site.

**August 2012 - July 2013:** Short stay in BK then learned how to write QWRs (formal Qualified Written Request letters) and used my writing to keep them from blatantly illegal nonjudicial foreclosure. BANA service-transferred to Nationstar in July 2013. I knew I did not want to contract loan mod with Nationstar BUT WANTED TO PAY THE OWNER OF MY LOAN DIRECTLY THROUGH OUTSIDE FINANCING so I **filed ONLY a sole cause of action to quiet title (which cannot plead any monetary damages) simply so the true owner would be summoned and appear so I could pay them directly** (Bob Janes, Fighting the Foreclosure Machine,...) No such entity ever appeared .... Never, in these six years and counting of simply calling them into court to make and prove their claim and THUS BE PAID IN FULL!

**July 2013 - October 2019: THE ENTIRE PUBLIC RECORD AND ALL CORRESPONDENCE PROVES MY "UNWAVERING OFFER TO PAY" THE INJURED PARTY OWNER OF THE LOAN.** BK stay for two years between early 2015 and 2017. I learned the law after three attorney betrayals - luckily they did only small damage because I stepped back in right away.

**BK 2015-2017:** No "injured party" ever defended their Proof of Claim filed into the bankruptcy case after I filed my formal Objection to POC, for two years. I am grateful this

court confirmed my 13 Plan with no payments required to the contested servicer. So, I paid down all my other debt... two years.

Suddenly a stranger to the transaction hired a new law firm who motioned to lift stay with a fabricated UN-recorded Assignment which itself violated rules of for bankruptcy stay as it was back-dated for a date AFTER petition for BK was filed – thus the lawyer entered this “assignment” to support its motion to lift stay in bankruptcy, which violated the very stay it was filed in support to lift? Tsk tsk. And after there had been ZERO hearing on my objection to their original Proof of Claim. BK Court lifted the stay anyway.

Only unauthorized attorney-agents who evade and fail to overcome proof of authority to represent any injure party make constant claims while providing defective, forged, fraudulent public records. Nationstar and Aztec Foreclosure Corp. constant threats to foreclose. Courts never wanted my case to proceed - wrongly treated... I HAVE MADE AND CAN PROVE AN UNWAVERING OFFER TO PAY THE ENTIRE TIME OF NON-PAYMENT.

**June – November 2018:** Suit to compel mandatory injunction WHILE WE SETTLE. Opposition cheated. California Homeowner Bill of Rights (“CalHBOR”) require several mortgage-servicer and substitute trustee rules as of 2013 and continuing, including proof of due diligence exploration by phone between servicer’s “single point of contact” and the homeowner to achieve “alternative to foreclosure” **in which homeowner keeps her home** by any number of alternatives: loan modification, reinstatement, outside financing, etc. **Injunction granted** on CalHBOR violation which mandated the discussion and a settlement. Attorneys wanted out of a courtroom that actually granted injunction which would result in an reasonable settlement in which I was always willing and able to pay. So, they maneuvered to avoid ALLOWING ME TO PAY MY “CREDITOR.” And instead removed to federal court but under such false pretenses (filing a “self-dismissing pleading (!?) by the only CA defendant thus claiming “diversity jurisdiction,” a bullying session by non-neutral mediator and 3 others on the phone (failure to mediate in good faith), etc.) So, I felt it necessary to dismiss without prejudice and VOLUNTARILY allow my injunction I won to be vacated – because the grievous rogue direction of a federal removal process prompted grave distrust in the process.

**May – July 2019:** Pled same CalHBOR in 2019 – the same as year before: again, just one violation which when “brought into correction” as mandated by statute, simply results in a reasonable DISCUSSION of ALL alternatives to foreclosure within reach of the borrower so HER INJURED PARTY CREDITOR CAN BE MADE WHOLE, even by paying mortgage servicers and attorneys absent appearance of an actual injured party. I had lowered my bar of their proof of standing – since they’d never proven standing for any owner of the debt charged against me.

This 2019 court ignored the findings of the prior court on the same facts denied injunction despite the principles of Collateral Estoppel and Issue Preclusion; allowed a no-rules “conference” in which the attorney got up and walked out after offering only “be out in 30 days and we’ll give you \$5,000 –

that's all I'm authorized to offer," when they had NOT completed any trustee sale nor proven the right to do so. Same court deemed me "vexatious" based on a motion of fraud and lies about my cases, my causes of action and its outcomes; libel, slander --- all failing to admit PROOF of my unwavering offer to pay by SUMMONING THE INJURED PARTY INTO A COURTROOM for judicial referee as I made them whole.

**August - October 2019:** After the above harsh abuse by the process in courts for a solid year by the judge and attorneys, mediators, clerks who write up the orders and more ... I decided to offer ransom directly to Nationstar's attorneys. Unconditional tender. There was a trustee sale looming weeks away on September 25, 2019. I "owed" a little under \$700,000 on a \$1.0 to \$1.3 Million property – this is no secret. I emailed and negotiated that full payoff would preserve my equity so even if the \$7,500/mo payments were unmanageable I knew I could sell and start over somewhere ... compared to being left homeless and destitute!

After two short offers under \$700,000 were both denied; I offered to tender full payoff unconditionally to attorneys and began to seek hard money lenders. The lead attorney and point person accepted my written offer to tender full payoff – our contract was by email, entered 09/12/2019. The looming sale date calendared by SubTrustee Aztec online for 9/25/2019. My CalHBOR case was still active but dormant as we exchanged this settlement email.

09/12/2019: I emailed back confirmation that they'd accepted my offer and asked for the exact dollar amount claimed so my private lender and I could know for sure what was slated for wire transfer once we completed the approval process which was already in progress. They made no counteroffer or further objection to this contract but went totally silent for 13 straight days until the morning of the sale.

- **September 12, 2019, Email** between lead attorney single point of contact and I -- CONTRACTED IN WRITING that "their clients" would accept MY OFFER OF TENDER OF FULL PAYOFF. But neither law firm nor Substitute Trustee would confirm cancelling trustee sale for 2 weeks away. Then ALL when silent incommunicado after I acknowledged their ACCEPTANCE of offer in writing and asked for exact dollar amount so my loan broker and escrow officer could know. INCOMMUNICADO FOR 13 STRAIGHT DAYS until the morning of the sale.
- **Trustee sale was still on calendar for 12:30 PM on 09/25/2019 and SILENCE for 13 days straight from all attorneys, servicer and SubTrustee entities.**
- **7:46 AM September 25, 2019, Tom** Modica, private hard money lender of 30 years professional experience who had closed many a "foreclosure bailout loan" as he called it, emailed lead attorney with the 2-page Proof of Funds Loan Approval signed by both himself and myself, and asked for wiring instructions be sent to his title escrow officer, copied.
- **9:20 AM September 25, 2019, Lead** attorney REPLIED TO ALL (thus acknowledged the attached Proof of Funds from Mr. Modica loan broker) and copied to every other relevant entity acknowledging receipt of MY DELIVERY OF WRITTEN PROOF OF FUNDS - my loan broker's email attaching proof signed loan approval; but informed us all they'd reject it and proceed with auction my house.
- Bidding opened while I warned all present for 45 minutes at auction -- a duly noticed agent for Breckenridge Property Fund 2016 LLC won the bid for \$740,000. My house is on Zillow

worth \$1.65Million. I owed \$685,000 according to the attorneys September 12th acceptance of my offer.

- I also had unknowingly invoked a MANDATORY 7 DAY POSTPONEMENT OF THAT trustee sale date when I dismissed my action the day before (CIV 2924g(d)(1). and proved it to them by email that afternoon before sale; along with proof of funds of loan approval that was COMPLETE except my Florida based loan broker needed to sign it but was evening by then and his office was closed --- they knew all this....

**September 25, 2019:** Trustee Sale completed. AGENT WAS NOTICED but bid anyway while talking to his employer on phone.

**September 28 - October 3, 2019:** I made offer in writing to buy back lien from Breckenridge for \$800,000 (\$60k higher than bid price) in exchange for them NOT recording trustee's deed, noticed again with formal offer. More than a dozen of my friend and supporters sent emails in support of Breckenridge accepting my buyback. Offer rejected, so had to decline the private funds.

**October 8, 2019:** UD Summons & Complaint filed Alameda County Superior Court. Breckenridge v. Ramos (Renee S. Ramos, former name).

**August 30, 2021:** Public record clerk recorder's office reveal Breckenridge quitclaimed its interest to a sister subsidiary Champery; both subsidiaries of Wedgewood Inc / Wedgewood LLC who own 35+ subsidiaries.

**August 31, 2021:** Entry of Judgement and judgement for possession issued, after I pled fundamentally that court lacked subject matter jurisdiction entirely; lack of standing for any plaintiff, and no valid cause of action, no contract. No trial held; never requested trial. Exhibited evidence of void trustee sale as "informational only" not for court to take jurisdiction of title issues because the limited classification case of unlawful detainer lacks jurisdiction to resolve parties' dispute at all.

**September 8, 2021:** Sheriff posted Notice to Vacate on my door for September 14 lockout (that's not 30 days' time for my right to appeal.)

**September 13, 2021:** Tenant filed CP-10 Claim of Right of Possession, Sheriff's writ quashed. stopped the lockout.

**September 15, 2021:** Notice of Appeal filed, remains active; but court has not issued a case number claiming they are still compiling my record on appeal. There are very few documents. This is dereliction of duty, obstruction of my right to appeal process. But the court acknowledges my appeal is active – I have a printout.

**September 27, 2021:** As qualified tenant, motion CP10 was granted for tenant, entered case as co-defendant, writ of possession quashed. Tenant proceeds to defend his right to remain in possession; I homeowner on appeal, not yet given deadline to file appeal brief.

**All of October 2021 to date:** Tenant has yet to be served amended Summons & Complaint. About 10/21/2021: UD Plaintiff Breckenridge / Champery / Wedgewood listed house on MLS.

I've sent Cease & Desist notices out to Wedgewood and posted a banner on my home with URL to the WARNING page on my website.

Seeking to file wrongful foreclosure suit so Lis Pendens can record and stop MLS.