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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA  
BEFORE THE HONORABLE PATRICK MCKINNEY, JUDGE  
DEPARTMENT NO. 511

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BRECKENRIDGE PROPERTY  
FUND 2016 LLC,

Plaintiff,

NO. RG19038318

-vs-

RENEE SHIZUE RAMOS, et al.,

Defendants.

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**REPORTER'S TRANSCRIPT OF PROCEEDINGS**  
**(VIA BLUEJEANS REMOTE VIDEO CONFERENCING)**

**August 25, 2021**

Hayward Hall of Justice  
Hayward, California

APPEARANCES:

For Plaintiff:

PAMELA JACKSON,  
Attorney at Law

For Defendant:

RENEE RAMOS,  
In Propria Persona

AUGUST 25, 2021

**P R O C E E D I N G S**

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2  
3 THE CLERK: Calling line 1, Breckenridge Property Fund  
4 2016 LLC versus Ramos, case No. RG19038318.

5 MS. JACKSON: Good afternoon, Your Honor. Pamela  
6 Jackson for the plaintiff.

7 THE DEFENDANT: Renee Ramos, now known as Rene  
8 Yamagishi, named defendant.

9 THE COURT: Good afternoon to you both.

10 We're here today on the plaintiff's motion to proceed with  
11 issuance of a writ of possession on the property. The Court has  
12 issued a tentative.

13 Ms. Yamagishi, I've now received formal opposition. So  
14 at this time I will give you an opportunity to present your  
15 opposition in the case, if you'd like.

16 THE DEFENDANT: Thank you, Your Honor. Yes, if I may.

17 I believe that I would motion to strike the entire motion  
18 based on it fusing two rebuttable motions before the court into  
19 one; i.e., there is a challengeable assumption that the county  
20 lawmakers actually never intended to include homeowners at all  
21 in their ordinance.

22 May the Court and all parties note that there is an  
23 important distinction to be made here in that the general  
24 ordinance code under the County of Alameda chapter 6.120,  
25 et seq., establishes the purpose, intent and scope in 6.120.010,  
26 and definitions in 6.120.020, as well as more distinctive  
27 protective orders that cover, quote, homeowners, comma, tenants,  
28 comma, and mobile home owners, unquote, in section 6.120.030.

1           However, it appears that both plaintiff, and the Court in  
2 its tentative, anyway, have focused primarily on the amendment  
3 to those sections covered in what's known as ordinance  
4 O-2020-41, the more publicly available printed and publicized  
5 moratorium document, if you will.

6           However, it is merely an amendment. And for one to  
7 determine much of the intention of the local county lawmakers  
8 who in fact are the legislators -- and not the bench, may I  
9 add -- one would have to reference the actual entirety of the  
10 general ordinance code quoted earlier, 6.120, et seq.

11           And there, one finds that homeowners who are dwellers  
12 and residents of a residential unit located in the County of  
13 Alameda, both unincorporated and incorporated areas, are in fact  
14 a, quote, covered resident, found in section 6.120.010, under  
15 purpose, intent and scope, where "homeowners" is listed once,  
16 alongside the other two categories of residents who are not  
17 homeless, and listed nine times the word "homeowner" or  
18 "homeowners" in the actual definition.

19           Now, the question that appears to have come forth,  
20 in review of both the tentative ruling and the plaintiff's  
21 argument, is that harping or hyper-focusing, if you will, only  
22 on the amended portion, ordinance O-2020-41, on the word of  
23 the -- admittedly incorrect use of the word "lender" and  
24 "landlord," I agree. Plaintiff Breckenridge is not a landlord.  
25 I've never had a rental contract --

26           THE REPORTER: I'm sorry. Excuse me. This is the  
27 court reporter. You need to slow down. And the connection is  
28 choppy.

1           So the last thing that I have is, "I agree. Plaintiff  
2 Breckenridge is not a landlord. I've never had a rental  
3 contract..."

4           Go on.

5           THE DEFENDANT: Yes. I'm sorry.

6           I'd like to point out, therefore, our county lawmakers  
7 sit over the top -- one of the top 20 largest counties of 69  
8 counties in California. They are not expected to be experts  
9 in nonjudicial foreclosure terminology.

10          I admit the word "lender" is erroneous, and I have  
11 dutifully and duly suggested in cordial emails, for the past  
12 two and a half solid weeks, a request to the board president,  
13 Honorable Supervisor Keith Carson, who also happens to be my  
14 District 5 representative, asking for a, quote, clarifying  
15 statement, not a formal amendment, but simply a written decreed  
16 declaration of some kind, given him being duly noticed as board  
17 president of the discrepancy, it appears, between the intent of  
18 a local law and what this court has already rendered in the  
19 tentative today and in the Diane Ohlsson formal entry and writ,  
20 of whom I'm aware, for she is a neighbor and friend.

21          Honorable Supervisor Keith Carson and his office and the  
22 County Counsel have duly refrained from issuing such a written  
23 clarifying statement. However, the county-contracted agency  
24 known as HERA, Housing Economic and Rights Associates, issued a  
25 second letter, in addition to its first letter, reiterating the  
26 clear intent of the local law. It is a contracted nonprofit,  
27 though they are not, admittedly, lawmakers themselves.

28          However, to bring the matter to date in my opposition

1 today. I believe it is untoward to fuse two hearings into one.  
2 I would move that we first hold a hearing on whether or not the  
3 intent of the lawmakers were in fact to never cover homeowners,  
4 and that plaintiff should prevail on the merits on adjudicating  
5 whether that is so, before it should be allowed to then motion  
6 for entry of judgment and writ of eviction.

7 THE COURT: Ms. Yamagishi, let me stop you right  
8 there. And I appreciate very much the argument. But of course  
9 that would be a separate lawsuit, right? You may want to  
10 consult with an attorney. Suing the lawmaker on this for -- you  
11 know, based on what they've included or not included in the  
12 ordinance is a very separate issue from what's before the court  
13 today. And what I have and what I'm charged to do is interpret  
14 the plain language of the ordinance as written.

15 And I can assure you we are reviewing the codified version,  
16 which was of course amended by the emergency ordinance, but it's  
17 the fully codified version of the ordinance code and the  
18 definitions contained therein.

19 So when we look at the interpretation here, it seems quite  
20 clear at this point -- and it wasn't as clear back in October of  
21 2020 when the court first issued the order and granted now 10  
22 months or more of a stay in this matter -- how it applied.

23 Now it's quite clear that the language of the ordinance  
24 does protect homeowners from their lenders as defined in the  
25 ordinance. But for whatever reason, the Board of Supervisors  
26 decided not to include bona fide third-party purchasers for  
27 value, as we have in this case, within the definitions in the  
28 ordinance.

1           So that's what I'm left with and that's the proceeding here  
2 today. So if you want to directly address those points, I'll  
3 allow you, but we're not going to pause this for a separate  
4 proceeding which could have been brought in the preceding 10  
5 months.

6           THE DEFENDANT: Granted, Your Honor. I never intended  
7 to sue my county Board of Supervisors. I do believe, however,  
8 that the eviction applies to preventing avoidable homelessness.  
9 And I do believe that it's essentially a motion to lift that  
10 stay. However, we can beg to differ.

11           I would like to point out, if I may, that I am probably  
12 15 minutes away from filing after this hearing -- from filing a  
13 separate verified complaint for wrongful foreclosure and other  
14 causes of action in a regular unlimited classification case of  
15 the Superior Court of the county, in which much more -- much  
16 more serious and long-standing issues will be pled, evidenced  
17 and supported by exhibits.

18           I did email the department, really just 20 minutes ago or  
19 30, so -- as a courtesy of the almost 200-page complaint and  
20 ex parte application for TRO.

21           So the Court will do what it wishes. I do object to the  
22 ruling. I disagree. However, I am prepared to go ahead and  
23 file my verified complaint in a court that I believe will take  
24 jurisdiction. Or can, at least. This court has been challenged  
25 duly by the defendant in its lack of subject matter  
26 jurisdiction, a matter that has never been answered or overcome.

27           So I would also move that any order, judgment, decree,  
28 opinion issued by the court, any court who has simply ignored

1 and never overcome its challenge to subject matter jurisdiction,  
2 is a court that proceeds without it. And under the case law,  
3 well-established law of subject matter jurisdiction, I would  
4 render anything that the court issues from that point on after  
5 January 2020 as void by operation of law.

6 So that is my legal position, with all due respect, Your  
7 Honor.

8 THE COURT: All right. I appreciate that.

9 Ms. Jackson?

10 MS. JACKSON: Briefly, Your Honor.

11 I believe the Court's analysis of the ordinance as it  
12 stands is correct.

13 One issue that was raised is another term by Ms. Ramos  
14 is "homeowner." And again, that term is not applicable to  
15 Ms. Ramos because she no longer owns the home. She has  
16 challenged the foreclosure sale several times, both in  
17 bankruptcy court and in state court. Due to those challenges,  
18 she was deemed a vexatious litigant.

19 Today I received 190-page pleading that I assume she'll  
20 seek to have filed by the appropriate judicial officer that  
21 cannot be filed, due to her vexatious litigant status, without  
22 the approval of the court.

23 Ms. Ramos has had to date, from the day she should have  
24 vacated the property, 687 days to relocate. So the issue of any  
25 kind of a hardship is really just so far out there that it's not  
26 an issue. She has plenty of time to do that. I understand she  
27 wants to protect her home, but at some point there is a state  
28 where you have to give up.

1           She owes to date to my client for the fair rental value  
2 that was determined by the court in a summary judgment motion  
3 almost \$100,000 in holdover damages. It is a tremendous amount  
4 of money. My client is out a tremendous amount of money. And  
5 we believe that the court should proceed by issuing the  
6 judgment. Which, by the way, the court actually allowed in the  
7 original order, but for some reason it never made its way, with  
8 the pandemic, through your department. It was submitted but it  
9 was never -- never made its way there.

10           So the judgment --

11           THE COURT: Can you clarify that point, Ms. Jackson?  
12 I thought in this case the judgment did in fact enter, mainly  
13 since the motion was granted back in October, and then there was  
14 the issue of the writ not issuing in this case. But I believe  
15 summary judgment has entered in this case, although there may  
16 not be a formal judgment document.

17           MS. JACKSON: Summary judgment did enter, but the  
18 judgment, I don't believe, was signed.

19           THE COURT: I see. Very well.

20           MS. JACKSON: Even though the court said in its order  
21 that we could have that judgment, because of the pandemic and  
22 having to put things in drop boxes, I just think it never got to  
23 the court. So now we should have that judgment per the court's  
24 order and the writ should issue.

25           THE COURT: All right.

26           Ms. Yamagishi, if you'd like, you may make any final points  
27 you'd like on the record today.

28           THE DEFENDANT: Yes, Your Honor.

1           This was a void trustee's sale. However, an unlawful  
2 detainer proceeding cannot and does not hear or try what would  
3 be called complex issues of title. Therefore, the court can  
4 only rule on what it can hear. It cannot hear who I am and my  
5 standing, nor the violations of law that should have canceled  
6 the trustee sale.

7           I not only tendered full payoff -- and I mention this not  
8 because this court can take jurisdiction, but because this is  
9 the context of the real world. I have full payoff sitting in  
10 escrow. And, subsequent to that, when it was rejected and the  
11 auctioneer was instructed to call my property, after 45 minutes  
12 of due warning to the Breckenridge agent, which he heard very  
13 clearly, he is not -- Breckenridge is not a bona fide purchaser  
14 without notice.

15           Breckenridge was further noticed in a very serious written  
16 offer to buy back their lien for \$800,000, which I have sitting  
17 in an escrow account in an amount of \$850,000. Breckenridge was  
18 delivered on this written offer from me through its agent, its  
19 real estate management liaison, Wedgewood Inc., through  
20 Ms. Natalia Carney, who indicated to me by email that, yes, my  
21 offer in writing was duly forwarded on to Breckenridge corporate  
22 in Redondo Beach days after the trustee's sale, in which  
23 Breckenridge corporate was duly informed that they would be  
24 making themselves co-beneficiaries of unjust enrichment on a  
25 trustee's sale that proceeded in grave violation of homeowners  
26 rights of equitable redemption.

27           The attorneys for Nation Star, the mortgage servicer  
28 responsible for processing our contracted -- oh, yes, we had a

1 written contract. They knew for two weeks that my hard-money  
2 loan was in fact closing and agreed that they would accept  
3 tender in full. Actually, how could they not? I, as trustor on  
4 the deed of trust and the note-maker and obligor on that deed,  
5 put in escrow well over \$150,000 in excess of what was claimed  
6 as due on the notice of trustee's sale.

7 I have the right to redeem my property at any time prior  
8 to the decree. That would be the cry and the voice of the  
9 auctioneer. I certainly had that redeemed. Tender of debt law  
10 in California recognizes that when money is on the table in full  
11 in an unconditional offer, or in this case in wire-transfer-  
12 ready funds, by the title escrow officer working with my 30-year  
13 seasoned hard-money loan broker, that that constitutes tender.  
14 If the, quote, creditor or obligee, however, refuses to take  
15 their money off the table, they are still held as being repaid.

16 The end result, however, is that Breckenridge, eyes wide  
17 open, knew that I -- that they would be co-perpetrators of the  
18 egregious, repugnant and malicious obstruction of my rights to  
19 redeem my own family home, since 1965, that I have grown up in,  
20 that I have put blood, sweat and tears, through my deceased  
21 parents, myself and my family.

22 This was a wrongful trustee's sale, Ms. Pamela Jackson.  
23 You have purchased -- your company --

24 MS. JACKSON: Your Honor, I'm going to object. None  
25 of this is relevant.

26 THE DEFENDANT: I have to go. This is a traumatizing  
27 event to all in the listening audience.

28 I will now file my wrongful foreclosure in a court that

1 can take jurisdiction, where this court has never had it.

2 You have in fact filed a fraud upon the court,  
3 Ms. Jackson --

4 MS. JACKSON: Your Honor, I object --

5 THE COURT: Ms. Yamagishi, let me --

6 THE DEFENDANT: It's a --

7 THE COURT: Ms. Yamagishi --

8 THE REPORTER: The reporter is no longer caught up  
9 with the parties.

10 Go ahead, Judge.

11 THE COURT: Ms. Jackson.

12 MS. JACKSON: Thank you, Your Honor.

13 I object to this entire line of argument. It has  
14 absolutely nothing to do with what is at hand. Ms. Ramos is  
15 trying to argue the entire case before the court, and this  
16 portion of the case on summary judgment is settled. And the  
17 personal ad hominem attacks upon me are absolutely out of line.

18 THE COURT: I do agree, Ms. Yamagishi. The time to  
19 have raised these arguments would have been at the summary  
20 judgment stage, if not before.

21 THE CLERK: Your Honor, I'm sorry. She dropped off  
22 from the call. She left the call.

23 THE COURT: All right. Let the record reflect that  
24 Ms. Yamagishi has dropped the call.

25 I will hear the other cases, but I will consider this  
26 matter submitted.

27 Unless there's anything in addition, Ms. Jackson. And my  
28 intent is to review the file. I believe that you filed a copy

1 of the judgment back on July 28. And unless there's any change,  
2 I will review that and most likely adopt the tentative.

3 MS. JACKSON: Thank you, Your Honor.

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