

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

In re: Thomas G. Kibler

Thomas Kibler, prosecutor

Case type-VOID “contract case” *with no contracts*

Aggrieved party

Case no. 62-CV-19-4041

Judge Laura Nelson.

NOTICE, JUDICIAL CHALLENGE AND DEMAND to VACATE DEFECTIVE VOID JUDGEMENT, NO CONTRACT, FRIVOLOUS FALSE CLAIM, LACK of SUBJECT MATTER JURISDICTION/STANDING, DEPRIVATION of RIGHTS, DENIAL of DUE PROCESS, see 5 USC 556, and 5 USC 706, MALADMINISTRATION, VIOLATION of STATUTE of LIMITATIONS, MN 336.3-118, FRAUDS MN 513.08, THEFT MN 609.52, FORGERY MN 609.625, TRAFFICKING/ID THEFT MN 609.527, RACKETEERING MN 609.901-11, ATTORNEY MISCONDUCT MN 487.071, ABUSE of LEGAL PROCESS MN 588.01, NO competent witness testified, Kyle assumed facts NOT in evidence. NO case. Owen v. Independence, 100 S.C.T. 1398, 445 US 622: “Officers of the court have no immunity, when violating a Constitutional right, from liability, for they are deemed to know the law.”

NOTICE and DEMAND to NOT CONFIRM, rather to SET ASIDE 10/28/21 DEFECTIVE INVALID FRAUDULENT "SALE" for RACKETEERING, RICO, FRAUD, FORGERY, TRAFFICKING, COUNTERFEITING, THEFT, ATTORNEY MISCONDUCT, ABUSE Of LEGAL PROCESS, and more, per MN 580.20, MN 580.21, MN 580.28, MN 513.08

Per MN 580.28 invalid VOID summary judgment 62-CV-19-4041 **must be vacated** and the **invalid 10/28/21** sale of 1694 Valerie Lane New Brighton MN 55112 **must be set aside.**

Tom (Thomas) Kibler

c/o 1694 Valerie Lane

New Brighton Minnesota near 55112

651-955-8289

<https://www.1694ValerieLaneNewBrightonMN.com>

PROVERBS 6:30-31-“People do not despise a thief if he steals to satisfy himself when he is starving, Yet when he is found, he must restore sevenfold.”

LUKE 11:52-“Woe unto you, lawyers! for ye have taken away the key of knowledge: ye entered not in yourselves, and them that were entering in ye hindered.”

11/22/2021

Living Testimony in the form of an Affidavit

I, Affiant: Thomas-George: Kibler, sui juris, hereafter "I", am a free white man, a follower of Yahshua the Messiah in the laws of The Almighty Supreme Creator, Yahvah first and foremost and the laws of man when they are not in conflict (Leviticus 18:3,4). Pursuant to Matthew 5:33-37 and James 5:12.

Let my yea be yea, and my nay be nay, as supported by your Federal Public Law 97-280, 96 Stat. 1211.

In this Court of Record, I state that I am a trust protector and beneficiary.

Having attained majority age, and competent to testify, I am one of the people, see the Minnesota Constitution Article 1, Section 1; *Government is instituted for the security, benefit and protection of the people*, (who are beneficiaries and trust protectors); in whom all political power is inherent, together with the right to alter, modify or reform government whenever required by the public good;

I have personal firsthand knowledge of the matters hereafter testified to and aver the following under penalty of perjury under the laws of the United States of America, and by the provisions of 28 USC § 1746, and am giving you notice of the following claims and facts that you may provide due care;

Honorable, indentured public trustees and agents: I hereby accept your oaths of office in this matter as a firm and binding contract whereas you as trustees will protect my rights as you swore to do, so help me God;

You promised not to breach this contract, commit misprisions and maladministration or to commit trespass and fail to perform fiduciary duties and obligations. I wish to remind you that all provisions of the Minnesota constitution are mandatory;

Further-I declare that government workers are the servants and trustees of the people, as seen in the Georgia, Virginia and Massachusetts Constitutions as they describe the role of a government worker in a Republic. (See evidence below)

Georgia Bill of Rights, Section II paragraph 1: ORIGIN AND STRUCTURE OF GOVERNMENT

*All government, of right, originates with the people, is founded upon their will only, and is instituted solely for the good of the whole. **Public officers are the trustees and servants of the people and are at all times amenable to them;***

Virginia Article I. Bill of Rights Section 2: PEOPLE THE SOURCE of POWER

*That all power is vested in, and consequently derived from, the people, **that magistrates are their trustees and servants, and at all times amenable to them;***

Massachusetts Declaration of Rights, Article V: *All power residing originally in the people, and being derived from them, **the several magistrates and officers of government, vested with authority, whether legislative, executive, or judicial, are their substitutes and agents, and are at all times accountable to them;***

Minnesota Constitution Article 1 Section 2 says: ***Rights and privileges** **No member of this state shall be disfranchised or deprived of any of the rights or privileges secured to any citizen thereof, unless by the law of the land or the judgment of his peers;***

Minnesota Constitution Article 1 Section 2 says: **Trial by jury**

The right of trial by jury shall remain inviolate, and shall extend to all cases at law without regard to the amount in controversy;

1- I am a man, living in abeyance to God's laws as presented in the Bible, and under man's laws if and when they are not in conflict with God's laws.

See Public Law 97-280, 96 STAT 1211

2-**I claim all of my unalienable rights, always**, some of which are noted in the Constitutions, and I waive no rights or remedies, ever.

3-I live under God's laws, Common Law and am absolutely liable for any injury or loss I am responsible for.

4-I am NOT a 14th amendment UNITED STATES CITIZEN, I am a common law, free inhabitant on the land.

5-I am not a "resident" of the State of Minnesota, and do not live on UNITED STATES owned soil.

6-I am a peaceful, non combatant native born inhabitant of Minnesota (1857 Constitution).

7-The name I am know by is: Thomas-George: Kibler/Tom Kibler, and I am not the “person” THOMAS GEORGE KIBLER, or any other all capital letter variation of that person’s name and do not represent any “person” as surety or otherwise.

8-I object to any martial law war powers summary judgment of this court and lack of due process and I reserve all rights and waive no rights or remedies.

9-I am not a party to the “body politic” or “corporate”, I am not a slave and cannot be compelled to enter any contracts.

10-I aver that any alleged Minnesota “judge” must take **compulsory judicial notice of facts, maxims, references and citations herein.**

11-I hereby cancel my signature and power of attorney on all documents possessed by any government, or any franchise of any government that does not comport to the elements of a lawful contract in common law.

12-I am in possession of no evidence that there is any authority to violate Minnesota Constitution Article 1 section 2. (**“Anything in conflict of superior/supreme law is null and void in law”**-the Honorable John Marshall)

13- I am in possession of no evidence that there is any authority to violate Minnesota Constitution Article 1 section 4. (**“Anything in conflict of superior/supreme law is null and void in law”**-the Honorable John Marshall)

14-I have **NO contract with, or obligation to** *Deutsche Bank National Trust Company, Long Beach Mortgage Loan Trust 2005-WL2, or Select Portfolio Servicing*. NONE. EVER. **NO claim or injury. So, NO case.**

15-These serial criminals are using forgery and counterfeiting to slander my title and steal my home, engaging in extortion and barratry, **causing grave and permanent personal injury.**

16-The **10/11/2012 recorded document # 436173 is a facially invalid, illegal forgery per MN 513.08;** and a blatant violation of the National Mortgage Settlement.

17-It’s never been my intention to avoid paying any legitimate obligation, **it’s also never been my intention to be used as a pawn to enable further unjust enrichment via extortion or theft by serial criminals who have already seemingly been enriched by multiple insurance and Credit Default Swap claims (triggered on**

day 91 after voluntary payment stoppage) that also per the UCC extinguished any/all purported obligation, see more in paragraph 51;

18-For years, **I have conditionally accepted all claims, upon proof** of a contract, evidence of a true debt, and proof that any if any such claimed debt ever existed, and it has not been extinguished by insurance payments, credit default swaps and other tools of the “securitization” (of our personal information without disclosure) scheme that it’s claimed I somehow unknowingly became an unwitting participant in.

[SECURITIZATION IS THE OPIOID OF WALL STREET. It will eventually bring destruction | Livinglies's Weblog](#)

[THERE IS NO CONFLICT BETWEEN ARTICLE 3 AND ARTICLE 9 OF UCC: THE COURTS ARE JUST PLAIN WRONG | Livinglies's Weblog](#)

19-NO such proof of claim has ever been proffered. Begs the question why, if claims are of any merit. Courts can’t assume facts not in evidence.

20-And, a claim that a purported debt in my name was somehow transferred in 2012 to a dead statutorily non-existent entity, seven years after its 2005 closing date, **BY a known serial offender party with NO interest**, has more than a few questions to be answered and issues to overcome.

21-I am in possession of NO evidence that ANY of these entities had standing to sue/capacity to invoke the jurisdiction of the court. **NO Contract, NO breach, NO injured party. Thus, Kyle’s maladministration is puzzling and disappointing.**

22-Even if they did, and there was a valid account, I am in possession of NO evidence that they can operate outside **MN 336.3-118 statute of limitations**, which herein **expired no later than January 2016, almost six years ago!!!**

23-I am in possession of NO evidence that JPM Chase had any authority to **violate their 4/4/12 National Mortgage Settlement promise to stop manufacturing fabricated forged documents and recording them in the land records** (MN 609.625 and MN 609.64) on 10/2/12 and 10/11/12 by partnering with Gary Evers of Shapiro, Zielke to forge the 10/2/12 fake assignment and to slander my title by recording it on 10/11/12 (MN 514.99);

24-I am in possession of NO evidence that the MN Attorney General or the Minnesota Department of Commerce, both of which were parties to the National Mortgage Settlement, have ever prosecuted agents of Chase or Shapiro, or anybody else for these violations, or have ever performed any loss mitigation to cancel and expunge the thousands of recorded forged documents, or have ever provided any distressed homeowners assistance with the reported \$41 million said to be set aside for these , out of the reported \$280 million that Minnesota received in the National Mortgage Settlement. I do not know why.

25-I am in possession of **NO evidence that Judge Kyle properly determined standing (or could have) on the record as required per SCOTUS** and outlined in Lujan, Spokeo and TransUnion, or acted properly as a disinterested third party tryer of fact.

26-I am in possession of NO evidence that Judge Kyle had any authority **to move a case lacking standing, rather than dismissing. Or to unilaterally cancel the scheduled counterclaim hearing.**

27-I am in possession of NO evidence that Judge Kyle had any authority to **assume facts not in evidence.**

28-I am in possession of NO evidence that Judge Kyle had any authority to **make factual determinations** when material issues were in question. Or to **deny me the due process right, to allow the expert in attendance examine the counterfeit note** presented by Dobie.

29-I am in possession of NO evidence that Judge Kyle had any authority **NOT to move a case with many material fact issues, to trial.**

30- I am in possession of NO evidence that Judge Kyle had any authority to **assume facts not in evidence, make determinations of fact and grant a grant a summary judgment with many material fact issues and NO competent witness.**

31-MN rule 56.01 says “The court shall grant summary judgment **if the movant shows that there is NO genuine issue as to any material fact** (there were many) and the movant is entitled to judgment as a matter of law”.

32-In this matter, there was much outstanding discovery (none of it a fishing expedition), and there were MANY fact issues, primarily in the hearing, the legitimacy of the counterfeit note with the forged indorsement, which Kyle took it upon himself to assume and decide, denying the expert in attendance the opportunity to inspect the note. **I cannot answer why he did that. But, he did, denying constitutionally guaranteed due process.**

Once due process has been denied, all jurisdiction, (If there was any) ceases as per your very own 5 USC 556, USC 557, and 5 USC 706. Judges have NO immunity as per your very own Owens v. City of Independence 100 S. Ct. 1398, Maine v. Thiboutot 100 S. Ct 2502 and Hafer v. Menlo 502 U.S. 21;

Owen v. Independence, 100 S.C.T. 1398, 445 US 622: “Officers of the court have no immunity, when violating a Constitutional right, from liability. For they are deemed to know the law.”

Judges are deemed to know the law and sworn to uphold the law, judges cannot claim to act in good faith in willful deprivation of the law; they certainly cannot plead ignorance of the law; it is ludicrous for a learned judge to plead ignorance of the law, therefore there is no judicial immunity in matters of rights secured by the Constitution of the United States of America.

See Title 42 USC 1983 and Federal Tort Claims Act exception for unconstitutional acts, as well as 18 USC 242/241

Cohens v. Virginia, 19 US (6 Wheat) 264, 404, 5 L. Ed 257 (1821): “When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason.

33-And, there was **NO competent witness**, as required and sublimely stated in Trinsey v. Pagliaro: **Actual facts, not mere allegations, are determinative of jurisdiction, statements of counsel are NOT sufficient for summary judgment.** With NO evidence, Kyle relied on the lies Dobie told (widely refuted “merger” and “operation of law” false claims re. Washington Mutual etc), while neither sworn, nor authorized, to testify.

34-I am in possession of NO evidence that Deutsche Bank National Trust Company (DBNTC) has been approved to do business in Minnesota or to access Minnesota courts, and is not just a **“rent a name” fraud partner.**

35-While Deutsche Bank National Trust Company exists as a legal entity, the subject purported debt has never been entrusted to them, and certainly not to them as “trustee” via a 2012 “assignment” to a 2005 “trust”.

As law and securities expert Neil Garfield explains:

First, since DBNTC has never entered into a transaction in which it paid value in exchange for any debt, it cannot be the owner of the debt, (as Dobie falsely claims).

Second, since no trustor or settlor has entrusted any debt to DBNTC, it can’t be the trustee with any right, title or interest in the debt’s ownership or management.

Third, since the certificates do not convey any right, title or interest to any debt, the certificates are irrelevant but are stated to create the misleading impression that a foreclosure is brought on behalf of investors who will receive the money proceeds from the forced sale of the home. They don’t receive any money from those sales and they are not entitled to receive such proceeds.

Fourth, certificates are not legal persons and therefore stating that the action is brought by DBNTC for a certificate series says nothing more than DBNTC is not appearing in its own behalf but rather in a representative capacity — all without stating what capacity other than calling it “trustee.”

Fifth, DBNTC does not have any contractual or other authority to represent certificates or owners of certificates. It is stated in vague terms to create the misleading impression that the Pooling and Servicing Agreement has some provision enabling DBNTC to represent the owners of certificates as though they are beneficiaries of the trust. Certificate owners are not beneficiaries of any trust. They are creditors. And there is no agreement in which DBNTC represents the interests of the certificate holders.

Sixth, the naming of a beneficiary under a deed of trust or a Plaintiff in a foreclosure action including the DBNTC name is entirely misleading.

The trust — whether expressly named or implied — either does not exist or does not exist in relation to the subject debt.

Trusts are generally held to exist only if the elements are present — trust agreement, settlor (trustor), beneficiaries and *res* — a thing of value entrusted to the trustee to keep for beneficiaries.

In all cases the REMIC trust is virtually the same as MERS — it is naked nominee for any documents executed in favor of the trustee or trust for its principal, the investment bank that was the named underwriter (but actually the issuer of the certificates doing business under the name of a fake trust).

But without conveyance of the debt (i.e., in a transaction in which value is paid (see MN 336.9-203) the paper conveyance of an interest in a mortgage or deed of trust is a legal nullity in all US jurisdictions.

Thus the trust holds nothing and does not, in most jurisdictions, have any status as a legal entity.

The certificate holders exist but they are irrelevant.

The certificates actually don't exist except in virtual form and are also irrelevant.

Since the trust does not own the debt, there is no trustee with any power or right to administer the loan.

Hence naming DBNTC as trustee is merely a ploy intended to mislead you and the courts into thinking that a trust exists, in which the debt is owned and certificate owners are beneficiaries. None of those things are true. It is a lie.

[Deutsche Bank National Trust Company Legally Exists as a Company, But Not as Trustee for Borrower Loans | Livinglies's Weblog](#)

Deutsche Bank National Trust Company, (fka Bankers Trust Company) a national association chartered under federal banking law, is a wholly owned subsidiary of Deutsche Bank Trust Company, which is a wholly owned subsidiary of Deutsche Bank Holdings, Inc., which is a wholly owned subsidiary of Deutsche Bank AG.

[Deutsche Bank National Trust Company Does NOT Legally Exist as Trustee for Borrower Loans - FRAUD STOPPERS | Mortgage & Foreclosure Relief](#)

[New Residential Investment Corp Explains Why Trusts Are Utilized; To Evade State Laws | BP Investigative Agency](#)

[US Bank Business: Rent-A-Name, Trustee | Livinglies's Weblog](#)

36-I am in possession of **NO evidence that Select Portfolio Servicing has any authority to claim they are a licensed debt collector in Minnesota when they allowed their license to lapse in June 2108.**

And they can't collect a fictitious debt in any event, even had they not let their license lapse.

37-I am in possession of **NO evidence that Select Portfolio Servicing has any authority to access courts in Minnesota when they allowed their license to lapse in June 2108.**

38-I am in possession of **NO evidence that Select Portfolio Servicing has any authority to violate their 2003 consent agreement** (when they were shuttered by HUD and the FTC for dishonest deceptive practices and they promised to cease and desist doing such) by lying and colluding with Dobie to commit grand theft.

39-I am in possession of **NO evidence that Long Beach Mortgage Loan Trust 2005-WL2 exists, or ever existed as a funded trust.**

40-I am in possession of **NO evidence that any action in violation of MN 513.08 to attempt to repair a fatally broken chain of title per MN 580.02 is NOT a crime.**

41-I am in possession of **NO evidence that That Kevin Dobie has any proof of Agency** to act for Deutsche Bank National Trust Company, Long Beach Mortgage Loan Trust 2005-WL2, Select Portfolio Servicing or any fictitious plaintiff in making false claims before the courts.

Take notice that nobody at DBNTC has even been willing to confirm Dobie represents them. **The Minnesota BAR is investigating.**

42-I am in possession of **NO evidence that That Kevin Dobie has NOT filed a frivolous false claim without portfolio.** I do know the BAR is investigating.

43-I am in possession of **NO evidence that That Kevin Dobie is NOT in violation of MN 487.071 and MN 588.01.**

44-I am in possession of NO evidence that multiple trustee/public servants are NOT guilty of **PERFIDY/felony breach of oath, 18 USC 242, 198 USC 241, 42 USC 1983, 42 USC 1985 and 42 USC 1986, 18 USC 4 and MN 609.43.**

45-I am in possession of NO evidence that That the New Brighton Police, The Ramsey County Sheriff, The Department of Commerce, The Attorney General have ever yet investigated criminal complaints of violation of MN 513.08 statute of frauds, MN 609.625 aggravated forgery, MN 609.64 recording false documents, MN 609.901-11 Racketeering, MN 609.527 Trafficking/ID theft, MN 609.52 Theft, MN 481.071 Attorney Misconduct, and assorted other crimes in the 3/9/2018 police report #NBPTL18002754 filing.

46-I am in possession of **NO evidence that the Ramsey County attorney's department has ever yet investigated the multiple crimes criminal complaint filed directly with John Choi, as is their duty.**

Nor am in possession of any explanation as to how they claim authority to avoid performing their duty.

47-I am in possession of NO evidence that That JPM Chase was ever conveyed any interest in my "account", or in ANY purported WaMu "mortgage" accounts by the FDIC. Nor is anyone to my knowledge.

48-I am in possession of NO evidence that That JPM Chase ever had any interest to "assign", even to a "trust" that had not been closed more than seven years.

49-I do possess evidence (the PSA) that defines that **the trust closing date was 8/30/05-making a 10/2/12 assignment 7 years too late, illegal and impossible.**

50- I do possess a certified copy of a declaration, under penalty of perjury, **made by an agent of Deutsche Bank National Trust Company on 10/11/2007 averring that Long Beach Mortgage Loan Trust 2005-WL2 is NOT a trust, thus NOT a plaintiff, meaning Deutsche Bank National Trust Company is NOT a trustee herein. Thus NOT a legitimate party to this false claim.**

[Deutsche Bank National Trust Company Does NOT Legally Exist as Trustee for Borrower Loans - FRAUD STOPPERS | Mortgage & Foreclosure Relief](#)

51-I do possess evidence from SEC.gov that **Long Beach Mortgage Loan Trust 2005-WL2 was terminated at the SEC on 1/6/06, thus NOT a legitimate party to this false claim.**

Long Beach Mortgage Loan Trust 2005-WL2 does NOT exist, as a legal entity, anywhere.

Only the “depositor” named in the trusts PSA can convey any collateral to the trust. The depositor herein is Long Beach Securities. Fake indorser Jess Almanza was never associated with Long Beach Securities, which dissolved in the 9/26/08 bankruptcy and could not have possibly been involved a deposit/transfer in 2012.

Agents for Long Beach Mortgage, in a legitimate conveyance, would have needed to indorse to the sponsor, who would have indorsed to the depositor, who would have indorsed to the trustee/trust.

The fake indorsement on the counterfeit note purports to be directly from Long Beach Mortgage, and Jess Almanza’s signature stamp is the heir to Cynthia Riley’s.

[If you have CYNTHIA RILEY’s “signature” on any document in your chain of title you need to read this. Same for Jess Almanza. | Livinglies's Weblog](#)

Jess declared in a WA case this year that he never indorsed a single, certainly not as an official at Long Beach, as he was a Vice President at Washington Mutual Bank, not Long Beach Mortgage.

Even if the trust existed, official documentation submitted to the Securities and Exchange Commission (see sec.gov) show that neither the “trust” nor the “trustee” possessed any power to administer any aspect of the subject purported mortgage or note.

Presuming/assuming facts not in evidence is lacking any foundation.

The court lacks authority to attempt to grant remedy to any non-existent claimants.

The court lacks authority to attempt to grant any claimant remedy for a non-existent false claim.

Law Professor Adam Levitin writes: “The most basic rule of real estate law is that only the mortgagee may foreclose. Evidence and process in foreclosures are not mere technicalities nor are they just symbols of rule of law. They are a paid-for part of the bargain between banks and homeowners.

As PSAs are trust documents, they must be followed punctiliously. In many cases, the notes contain either a single endorsement in blank or no endorsement whatsoever, rather than the chain of endorsements required by the PSA. Moreover, most RMBS are issued by New York common law trusts, and well-established New York law provides that a transaction that does not accord with the trust documents is void.”

52-I do possess an affidavit by **Brandon Johnson**, confirming that:

A-He **was NOT a Vice President of Chase as falsely represented**, rather he was just a seasonal temporary worker/clerk.

B-He had NO first-hand personal knowledge of any of the hundreds of documents per hour that he signed, not in the presence of a notary (*subject of an ongoing investigation by the Ohio Secretary of State*), **nor was he granted any authority by a corporate resolution.**

53-I am in possession of **NO evidence that judges, moving cases without proper standing, are NOT without immunity**, as they act outside the scope of their duty.

54-I am in possession of no explanation why Kyle **ignored the lack of standing.**

55-I am in possession of no explanation why Kyle **ignored proof of forgery** of the fabricated assignment.

56- I am in possession of no explanation why Kyle **ignored my motion to dismiss** for lack of standing and fraud per MN 513.08.

57- I am in possession of **NO evidence that supports Laura Nelson’s assertion that Kyle “substantially considered and addressed”** the absolute lack of standing and fraud.

58- Kevin Dobie, filed a frivolous false claim without standing, rights, title or interest for an illegal foreclosure of private property, using forged documents, and counterfeit instruments.

I am in possession of NO evidence that he is not **acting as an unlicensed third party debt collector, pursuing a fictitious debt via false claim.** He did **file in the name of fictions with no standing**, which is a contempt;

59- The Minnesota Secretary of State verified via a UCC-11 report that **there is NO lien** as claimed;

60-There is a **fatally broken chain of title** in controversion to MN 580.02, and the industry standards following Kim v. Chase;

61-After first being assailed and **duped by JPM Chase agents, falsely claiming they had acquired an interest in my purported mortgage** from the FDIC (agents from both the FDIC and the Federal Reserve Board of Governors disclaim this as untrue)-after falsely claiming to be “successor in interest to WaMu”, Chase agents admitted in court they were not, and the FDIC clarified that the FDIC was, in fact.

After buying my house, and **always paying as agreed for nearly a decade and a half, including over a year, wrongfully, to Chase**-and after their agents Alan Gessinger and Jose Salas tricked me into a voluntary payment stoppage that allowed them to begin an illegal foreclosure without any rights to (Claiming my perfect payment history and high credit score precluded an approval for a substantial rate reduction via “modification”).

This is far from rare, it appears to have been a standard manipulation and defraudation tactic.

Fraudulent inducement. *No cause of action may arise from fraud*);

Fraud vitiates all.

62-After this betrayal of trust, I began demanding proof of any claims of entitlement rights, title or interest, pursuant to MN 336.3-501 as all people have every right to do; I contacted the FDIC, agents for them, like agents of the Federal Reserve Board of Governors, have confirmed that nothing regarding my specific

account/mortgage was ever conveyed to Chase; and **they of course have never offered proof otherwise.**

63-Recently both Alicia Colgrove , an administrator at the FDIC and Candace Ambrose, Manager of Information Disclosure at the Federal Reserve Board of Governors confirm this to be so. NO evidence, ever, of conveying any Mortgage account associated with me, to JPM Chase.

See the bpinvestigativeagency.com articles:

[WaMu's securitized mortgages were "legally isolated" and out of the reach of the FDIC's Receivership. Hence, "Nemo dat quod non habet" \(One cannot give what one does not have\). | BP Investigative Agency](#)

[JPMorgan Chase's Scheme To Steal Washington Mutual Mortgages Is Not Conjecture, It Can Be Proven. | BP Investigative Agency](#)

[Missing WaMu / FDIC Receiver Deeds = No Conveyance Of Title To JPMorgan Chase | BP Investigative Agency](#)

[FDIC Exposed In Its On-Going "Cover-Up" Of Washington Mutual Bank Loans | BP Investigative Agency](#)

64-JPM Chase Assistant General Counsel Ted Swiecichowski has refused/failed to rebut an affidavit, thus tacitly admitted the same.

65-David Co and Ronaldo Reyes of Deutsche Bank National Trust Company have failed to validate any debt or rebut affidavits, thus tacitly admitting them to be true. They have also refused to prove or confirm agency regarding Kevin Dobie.

66-Select Portfolio Servicing/SPS CEO Randhir Ghandi has failed to validate or rebut, thus tacitly admitting affidavits to be true. SPS General Counsel Carmen Berumen has also defaulted.

67-Kevin Dobie has failed to prove agency, failed to validate debt, and failed to rebut, thus tacitly admitting affidavits to be true.

68-JPM Chase DID acquire from the FDIC, not "mortgages" or "loans", but all of Washington Mutual Bank's internal records and systems, **making unlawful and**

unauthorized forgery, fabrication and reproduction/Trafficking/ID theft a very simple matter to accomplish.

69-In more than a decade, no proof has been presented; Wire confirms, cancelled checks, custodial logs, Mortgage Loan Schedules, etc are simple to produce in factual matters, as are FAS 95reports, FR 2046, and accounting ledgers showing assets and receivables reflecting requisite GAAP compliance.

70-Kyle erred egregiously when he opined that I could not challenge a forged assignment by a party with NO interest (Nemo dat quod non habet).

Of course a forged “assignment” by a stranger to the purported note and mortgage, a party with no contract, and therefore no interest to assign, can and should be challenged, as it is facially invalid, especially when the false document is also improperly recorded in the land records, violating the National Mortgage Settlement agreements.

This was not his only egregious error; denying the due process right to inspect the counterfeit note was not either; nor was assuming facts not in evidence.

71-No proper proof of any such entitlements pursuant to MN 336.3-501, or acquisition pursuant to MN 336.9-203 or proper accounting pursuant to MN 336.9-210 has ever been provided, in violation of 15 USC 1692.

Thus no proper claimant has ever appeared; Photocopies of imaged documents are not proof, validation or verification.

Rule 17 requires that an action must be prosecuted in the name of the real party in interest. No party involved here can be the real party in interest;

72-Depositions by **Robert nee Richard Schoppe, Cynthia Riley, Eric Mains, Michael McCormick and many others** serve to support the observation that **Chase received NO WaMu mortgage loans from the FDIC (thus could not assign mine, even to a real, operative trust)**, there is not and was not any list of mortgage/loans, and they impugn the integrity of the parties and **prove deception and evasion** at best;

The details of in house and farmed out **document fabrication** ala Black Knight/LPS, and manipulation of systems like LISA and MSP, among others, are

revealed. The famed Purchase and Assumption Agreement does not address mortgages, there is NO list of mortgage accounts, and it's nonsensical to assert that the intention of the FDIC was to convey hundreds of billions of previously sold (nemo dat) mortgages, WaMu did not own, to JPM Chase, for just \$1.9 billion;

73-Neil Garfield reports that many Judges have ruled that the inactive REMIC trusts, whether or not they exist, NEVER acquired any mortgage/loans and that **fabricated transfer documents are meaningless**, that “servicers’ had NO right to “service”, and mentions that in the landmark Kim v. Chase ruling, the Michigan Supreme Court tired of Chase’s antics and ruled that all claimed assignments (A to B to C to D in the claimed securitization chain) must be properly recorded, (aligning with MN 580.02, which requires each “assignment be recorded in the land records). Most states soon followed; Double failure here, both assignments and indorsements.

74-I am in possession of NO evidence that anyone has yet procured the necessary **un-liquidated damages collection bond** (Richard Cornforth writes: When a mortgage contract has become separated from the companion promissory note, the damages are un-liquidated; Un-liquidated damages must obey consumer laws, attachments must only be done **by a licensed, bonded debt collector; The collector must post bond to repair the target for wrongful attachment.**

IN MOST JURISDICTIONS, THIS MEANS POSTING A DOUBLE BOND;

Violation of the foregoing collection procedures guidelines renders the collection activity void and subject to collateral attack for all damages without time limitation;

75-I am in possession of **NO evidence that Sheriff Bob Fletcher has in place the requisite bond to indemnify me for damages pursuant to MN 387.01**; Failure to give the bond prescribed by law may constitute and be deemed a refusal to serve; and **I am in possession of NO evidence that attempting to enable theft/enforce a void judgment does not make all accomplices complicit in, and accessories to, the aforementioned crimes;**

76- **I am in possession of NO evidence that Bob Fletcher and his staff are not violating MN 387.09**; *No sheriff shall become the purchaser either directly or*

indirectly of any property, real or personal, by the sheriff exposed to sale by virtue of any mortgage, judgment, execution, or other process; and all such purchases made by any sheriff or any other person for the sheriff shall be void; and I am in possession of no evidence that there is not some form of racketeering and collusion going on here;

77-I am in possession of NO evidence that the FDIC ever conveyed any interest in my purported mortgage to JPM Chase; *the FDIC states they have no such evidence; The Federal Reserve Board of Governors confirms/admits this as well;*

As do the 5/14/2020, 9/3/2020, 9/25/2020 and 1/28/2021 articles at bpinvestigativeagency.com, which use the FDIC and SEC's own writings, rules and regulations to prove **no such conveyance ever occurred**; And all reinforced by Steve Dibert's incontrovertible exposure of Chase/WaMu/FDIC:

[JPMorgan Chase Alert! Can JPM-Chase Validate Your Mortgage? \(mfi-miami.com\)](http://mfi-miami.com)

[WaMu's securitized mortgages were "legally isolated" and out of the reach of the FDIC's Receivership. Hence, "Nemo dat quod non habet" \(One cannot give what one does not have\). | BP Investigative Agency](#)

[JPMorgan Chase's Scheme To Steal Washington Mutual Mortgages Is Not Conjecture, It Can Be Proven. | BP Investigative Agency](#)

[Missing WaMu / FDIC Receiver Deeds = No Conveyance Of Title To JPMorgan Chase | BP Investigative Agency](#)

[FDIC Exposed In Its On-Going "Cover-Up" Of Washington Mutual Bank Loans | BP Investigative Agency](#)

78- I am in possession of no evidence that the purported underlying transaction purported to be a mortgage ever funded, Closing Agent First American's employees reacted in a seemingly hostile manner when I requested such evidence, and a corporate attorney said they would provide me nothing without a subpoena duces tecum, thus they have refused to verify or validate any funding, debt or obligation;

79- I state that as paragraph 51 says, **Jess Almanza, declared in a case in WA this year that he has never indorsed a single promissory note**, ever, seems a stamp of his signature was the heir to the proven fraudulent use of the Cynthia Riley stamp;

[If you have CYNTHIA RILEY's "signature" on any document in your chain of title you need to read this. Same for Jess Almanza. | Livinglies's Weblog](#)

Of course, **NO requisite resolution from Long Beach Mortgage's board of directors, certified and authorized by the corporate secretary, naming Jess Almanza as an authorized signer, and showing a requisite certified copy of his authorized signature, has ever been presented; thus, all indications are that even if the counterfeit note Dobie presented was legitimate, the lone indorsement is a forgery;**

UCC 3/MN 336.3 requires that the claimed holder of the claimed original note by transfer seeking to enforce must show/document all rounds (sales or transfers), as does MN 580.02; for alleged plaintiff Long Beach Mortgage Loan Trust 2005-WL2, if it existed, it was to have received the mortgage and note directly from the depositor, Long Beach Mortgage, with all prior indorsements showing on the note and all prior assignments recorded per the Pooling and Servicing agreement section 2.01 near page 70, (see also MN 513.08, MN 523.01, 05 and 06, MN 507.24); The **claimed agency must be documented and proven**, as must "standing", compliant with MN 336.9-203); The chain of title is fatally lacking and broken, and the only indorsement on the note is an invalid forgery, several indorsements are missing.

Unless and until those requirements are met-claims of debt, default and assignment of rights are irrelevant; thus, it seems there is simply NO case, just a false claim made with forged documents and counterfeit instruments;

From the MBS sellers guide: "**The last endorsement on the note should be that of the mortgage seller/depositor, (in this case Long Beach Securities);** *A lender that chooses to use facsimile signatures to endorse notes must warrant that the endorsement is valid and enforceable in the jurisdiction(s) in which the security properties are located and must retain in its corporate records the following specific documentation authorizing the use of facsimile signatures:*

- *legal opinions related to the legality and enforceability of facsimile signatures for each jurisdiction in which the lender uses them;*
- **a resolution from the lender's board of directors authorizing specific officers by name or title to use facsimile signatures, stating that facsimile signatures are a valid and binding act on the lender's part, and authorizing the lender's corporate secretary to certify the validity of the resolution, and the names or titles of the officers authorized to execute documents by using facsimile signatures, and the authenticity of specimen forms of facsimile signatures;**
- *the corporate secretary's certification of the authenticity and validity of the board of director's resolution;*
- **a notarized certification of facsimile signature, which includes both the facsimile and the original signatures of the signing officer(s) and each officer's certification that the facsimile is a true and correct copy of his or her original signature."**

The mortgage seller may not delegate to an attorney-in-fact its authority to execute an endorsement; the endorsement may not be executed by a party using a power of attorney.

80- I am in possession of NO evidence that controverts the SEC's Howey test regarding securitized transactions, which states that the securitization converts the note/mortgage/interest into a stock/equity security and **under the Howey test "investment analysis" the DOT/mortgage is forever expunged;**

It can never reattach to a note for a subsequent sale under the Reeves test as the borrower or homeowner would not be aware of the underlying transaction, and not have disclosure under RESPA, TILA and any other statutory requirements;

Therefore, any claim by any entity that they have a right to foreclose on a mortgage associated with a securitization is by definition a falsehood, at best a mistake, and quite likely a criminal deception and misrepresentation.

81- I am in possession of NO information pursuant to Public Law 89-48 and section 25 of the Federal Reserve act that any of these entities have any authority in all of Title 12 USC BANKING to even attempt to **properly** contract with me, or

any American, and no evidence any may claim to “foreclose” even on a legitimate agreement;

82- I am in possession of evidence that Congress has provided **criminal penalties, codified at 18 USC 1005, 12 USC 503, and 18 USC 892, among others, addressing unjust enrichment , fines of not more than \$1 million and imprisonment for not more than 30 years, and providing restitution and treble damages;**

83- Take notice of the **11/27/2019 document #A04785718 recorded in the Ramsey County land records, it’s a rescission of purported liens by criminals and it’s a recorded superior lien, which is senior to even a legitimate security lien, much less forgeries and void judgments like 62-CV-19-4041.** I have the supreme, superior title interest and can foreclose on fraud.

84-I filed additional **fraud complaints with the Minnesota Attorney General** to investigate on 11/2/21, and **forwarded same to the CFPB, (who is investigating) and Special Investigator General of the Treasury.**

85- I filed additional **fraud complaints with the Minnesota Department of Commerce** to investigate on 11/2/21, and **forwarded same to the CFPB, (who is investigating) and Special Investigator General of the Treasury.**

86- I made a **complaint and qui tam request with the US Attorney Anders Folk’s office** in St Paul on 11/12/21.

87-I **spoke at length with the FBI duty agent on 11/17/21 and forwarded the fraud complaints to special agent in charge Michael Paul.**

88-I state that the 3/16/17 near fatal stress induced aortic dissection that required two emergency surgeries and left me permanently disabled and still recovering, would IMO likely never have happened had I not been persistently harassed, extorted, and threatened for years by the **relentless infliction of emotional distress barratry committed by parties with NO rights, title or interest, pursuing criminal unjust enrichment with lies, forged documents and counterfeit instruments, and allowed and enabled by public servants perfidy and failure to investigate, failure to prosecute and failure to prevent.**

89-The three serial violator firms involved in this false claim attempted grand theft (number two, number eight and number thirteen on violation trackers top one hundred list [Violation Tracker 100 Most Penalized Parent Companies | Corporate Research Project of Good Jobs First](#) , collectively penalized/fined \$64.64 BILLION as outlined below, warrant NO assumptions or presumptions, they must (and cannot or will not) PROVE their false claims.

90- Credit Suisse, parent company of SPS fka Fairbanks Capital (shuttered by HUD and the FTC for dishonest and deceptive practices, prompting payment of a big fine, and a name change) has been penalized a mere \$10.449 BILLION;

Deutsche Bank, purported parent of Deutsche Bank National Trust Company, fka the notorious Bankers Trust Company, is in eighth place at \$18.342 BILLION;

Number two on the list, proven schemester and violator of multiple consent agreements (see MFI-Miami.com and bpinvestigativeagency.com articles linked above) is JPM Chase, at \$35.851 BILLION.

This serial offending criminal triumvirate has only been penalized a combined \$64.64 BILLION.

Just six months after agreeing to the 4/4/12 National Mortgage Settlement cease and desist regarding forging, manufacturing and wrongfully recording false documents in the land records, these choir boys partnered with local pettifogger shyster Gary Evers of Shapiro, Zielke to forge/fabricate document #4361735 (violating MN 513.08) which was recorded in Ramsey County (MN 514.99) on 10/11/12 and has slandered my title ever since;

Inexplicably, not the Attorney General, whose representative Deputy Attorney General Nathan Brennaman signed the NMS agreement, or the Minnesota Department of Commerce, whose Commissioner Mike Rothman also signed, have seemingly paid any attention to this, and thousands/millions of similar violations. Begs the question why.

This forged document purporting to “assign” (nemo dat) interest BY a party with no interest, a stranger to the “mortgage” and note it purported to assign, TO a non-existent REMIC “trust in name only”, 7 years after its closing date in violation of the PSA, governing New York Trust law, arithmetic/ logic, to create an illusion of

repair to the fatally broken chain of title (MN 513.08) is the **“assignment” that Kyle claimed I did not have standing to challenge!**

BTW, the suspicious number of MERS MIN accounts associated with Kyle’s home is included in a Renee Wyler MERS Audit complaint along with several other judges, that’s been submitted to the DOJ.

See the recent WSJ article about 131 federal judges with conflicts of interest, judicial misconduct, Rodney Gilstrap etc.

91- I am in possession of NO evidence that all criminal perpetrators, as well as all maladministration by public servants involved in enabling/allowing and enforcing a VOID judgment **are not just committing trespass, but are also complicit in and accessories to all the associated crimes, Aggravated forgery, Counterfeiting, Recording false documents, Trafficking/ID theft, Grand theft, Mail Fraud, Securities fraud, Wire fraud, Attorney misconduct, Public Official misconduct, Perfidy etc.**

92-**I am in possession of no evidence that the following age old maxims do not apply to Minnesota agents and administrative tribunals.** “Maxims are the condensed good sense of nations, a maxim is an established principle or proposition. A principle of law universally admitted, as being a correct statement of the law, or as agreeable to natural reason”.

Coke defines a maxim to be a “conclusion of reason” and says that it is so called “quia maxima ejus dignitas et certissima auctoritas et quod Maxime omnibus probetur”; **“a maxim is so called because its dignity is chiefest, and its authority the most certain, and because it is universally approved by all”**, and also says **“A maxime is a proposition to be of all men confessed and granted without prooffe argument or discourse”**;

~From Black’s law dictionary 4th edition, page 1130

Constitutions and law precede the judiciary

Fraud vitiates all

A right of action cannot arise out of fraud

No one can grant or convey what he does not own

No one can sue in the name of another

He who comes into equity must come into equity with clean hands

Crime vitiates everything that springs from it

Corruption of the best is worst

Law is a rule of right, and whatever is contrary to the rule of right is an injury

No one should be injured by that which has taken place between other parties

Void things are no things

A thing void ab initio is one that never went into effect

An action cannot be founded on a barren or unconditional contract

A contract cannot arise out of an act radically wrong and illegal

From an illegal contract an action does not arise

A stipulation not to be liable for frauds is not valid

False in one thing, false in everything

A good judge decides according to what is right and just

It is the duty of good judges to remove causes of litigation

The ignorance of the judge is the misfortune of the innocent

A judge should keep his jurisdiction within the limits of his commission

It is punishment enough for a judge that he has God as an avenger

It is the duty of a judge to decide according to the facts alleged and proved

A judge who exceeds his office or jurisdiction is not to be obeyed

A judgment given by one who is not a proper judge is of no force and should do not harm anyone

Judgments must be by the laws, not by examples

A judgment ought not to be illusory, it ought to have its proper effect

Realities must dominate the judgment by a court

That which appears not is not

Every act is to be judged by the intention of the doer

Constitutions and law precede the judiciary

A judicial act by a judge without jurisdiction is void

Every entry on lands without the owners leave, or authority of law, is a trespass

The law of God and the law of the land are all one

Law is made to prevent the stronger from having power to do everything

The law arises out of the fact

Law favors honor and order

Law favors life, liberty and dower

Law favors truth, faith and certainty

Nothing that is against reason is lawful

It has been said, with much truth, “where the law ends, tyranny begins”

Punishment is due if the words of an oath be false

No one can forfeit another's rights

It is not incumbent on the possessor of property to prove his right

The legal conception of property is of right

The burden of proof rests on the plaintiff

He who does not repel a wrong when he can, occasions it

Law hates wrong

All things are presumed against a wrongdoer

Power is not synonymous with right

Power should follow justice

Law is a rule of right

No man ought to be burdened in consequence by another's act

An agreement induced by fraud cannot stand

The law dispenses what the common law approves

Things derogatory to the common law are not to be drawn into precedent

The custom of all the country is the common law

A dispensation is a wound, which wounds common law

Punishment is due if the words of an oath be false

Equity will NOT suffer a wrong without a remedy

Richard Cornforth writes: **A judgment is a void judgment if a court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process. Any such judgment, summary or otherwise, is VOID, null, of no legal effect.**

Black letter law consistently holds that a void judgment is one which, from its inception, is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind the parties or to support a right, of no legal force and effect whatever, and incapable of enforcement in any manner or to any degree;

Courts of general, limited, or inferior jurisdiction get their jurisdiction from one source and one source only: **SUFFICIENT PLEADINGS**; *Without pleadings sufficient to empower the court to act, that court cannot have judicial capacity*;

No judge has the power to determine whether he has jurisdiction; He does have the duty to tell when he does not; Jurisdiction must be proved and on the

record; Without sufficient pleadings, without jurisdiction, no court can issue a judgment that isn't void ab initio, void from the beginning, void on its face, a nullity, without force and effect;

Before any determination, there must be a court of complete or competent jurisdiction;

- There must be two parties with capacity to be there. **There were not.**
- There must be subject matter jurisdiction. **There is not.**
- Appearance or testimony of a competent fact witness. **There was not.**

I am not an expert in law, but I do know right from wrong.

I know that when there is **NO party claiming a concrete injury in fact**, allegedly attributable to the **breach of a contract or law**, (NO CONTRACT) **there is no justiciable matter** and can be **NO case**.

I know that theft is wrong

I know that lies are **wrong**.

I know that forgery is wrong.

I know that mail fraud is **wrong**.

I know that wire fraud is **wrong**.

I know that racketeering is wrong.

I know that counterfeiting is **wrong**.

I know that securities fraud is **wrong**.

I know that Trafficking/ID theft is **wrong**.

I know that perfidy/violating oaths is wrong.

I know that engaging in criminal cover-ups is wrong.

I know that engaging in criminal conspiracies is wrong

I know that maladministration, and other all misprisions are **wrong**.

I know that failing to perform fiduciary duties and obligations is **wrong**.

And I know that all wrongs by necessity and by law carry liabilities for restitution and redress;

See Minnesota Constitution Article 1, Section 8- **Redress of injuries or wrongs.**
Every person is entitled to a certain remedy in the laws for all injuries or wrongs which he may receive to his person, property or character, and to obtain justice freely and without purchase, completely and without denial, promptly and without delay, conformable to the laws.

And, I know that the un-liquidated damages bond, the sheriffs bond, the judge's bonds, and the various general liability policies are intended to indemnify for damages due to negligence, and that 42 USC 1983 (1986) and 18 USC 242 related claims are to be heard or settled, not to be dismissed.

It feels like my rights have been violated, perhaps by conspiracy, how large, I cannot say.

Law Professor Douglas Whaley opines:

"If the lawsuit was filed by someone who didn't have standing and the attorney who filed it should have known that, he/she should be reported to the BAR association, and the misfiling should also be called to the judge's attention as a reason to dismiss.

This is also criminal conduct, of course, and should be prosecuted, including as a defendant any attorney participating in deception of the court.

Outside of the UCC, attorneys should consider filing a lawsuit charging **fraud** (misrepresentation of a material fact made with knowledge of its falsity or a reckless disregard of its truth, on which there was justifiable reliance causing damages) if it's indeed present and you can be proven.

Fraud is the civil action for lying, an ugly thing to charge someone with, creating great headlines for the media. If fraud has been at work, well, that's good news for the plaintiff in a lawsuit.

The common law maxim is that "fraud vitiates all transactions," so that nothing can hide fraud.

Those guilty of fraud cannot sue on the contract, which is now void for "illegality" (as that word is used in the law of contracts: void as a matter of public policy), and punitive damages, including attorney's fees are also a possibility.

Nor is unjust enrichment in favor of the evil-doer a possibility since guilty parties to an illegal contract lose all rights to sue on any theory—they are truly "outlaws" in the literal meaning of that term."

If any man or woman claims to be damaged by any statements herein, if they will notify me of their facts and proof I will sincerely make every effort to amend my ways; I hereby and herein reserve the right to amend, and make any amendments as necessary in order that **the truth may be ascertained and proceedings rightly and justly determined.**

If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me IN WRITTEN AFFIDAVIT FORM under penalty of perjury within seven (7) days from receipt hereof providing me with your counter-affidavit, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law, and not merely the ultimate facts or conclusions of law, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations.

Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. May the will of our Heavenly Father (Yahvah), through the power and authority of the blood of His Son (Yahshua) be done on Earth as it is in Heaven.

John 10:10 : The thief comes only to steal and kill and destroy.

Proverbs 21:6 : The getting of treasures by a lying tongue is a fleeting vapor and a snare of death

Leviticus 19:11-12 : You shall not steal; you shall not deal falsely; you shall not lie to one another. You shall not swear by my name falsely

Proverbs 19:5 : A false witness will not go unpunished, and he who breathes out lies will not escape

Exodus 20:16 : You shall not bear false witness against your neighbor

Proverbs 14:25 : A truthful witness saves lives, but one who breathes out lies is deceitful

Proverbs 14:5 : A faithful witness does not lie, but a false witness breathes out lies

Proverbs 19:9 : A false witness will not go unpunished, and he who breathes out lies will perish

Ephesians 4:25: Therefore, having put away falsehood, let each one of you speak the truth with his neighbor, for we are members one of another

Exodus 20:15 : You shall not steal

Reserving ALL Natural God-Given Unalienable Birthrights, Waiving None, Ever, 28 USC §1746 I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signed on this the 22nd day of the 11th month in the year of our Lord and Savior two thousand twenty one.

Without prejudice

By: /s/ :Thomas-George :Kibler

:Thomas-George :Kibler

www.1694valerielanewbrightonmn.com

CERTIFICATION OF SERVICE: I certify that a true and correct copy of the foregoing document was hand delivered and/or sent by mail, postage prepaid, to opposing parties this the 22nd day of the 11th month in the year of our Lord and Savior two thousand twenty one.

cc:

Kevin Dobie CM RRR #7006 2760 0004 5805 1236

Ronaldo Reyes, DBNTC CM RRR #7006 2760 0004 5805 1243

Carmen Berumen, SPS CM RRR #7006 2760 0004 5805 1250

Minnesota Court of Appeals CM RRR #7006 2760 0004 5805 1267

Supreme Court of Minnesota CM RRR #7006 2760 0004 5805 1274

Minnesota B.A.R. Association CM RRR #7006 2760 0004 5805 1281

Minnesota Board on Judicial Conduct CM RRR #7006 2760 0004 5805 1298

Keith Ellison MN AG CM RRR #

Karen Edwards SIGTARP CM RRR #

Bob Fletcher CM RRR #

Ryan O'Connor CM RRR #

Michael Paul-FBI, CM RRR #

Verification

I hereby declare, certify and state, pursuant to the penalties of perjury under the laws of the United States of America, and by the provisions of 28 USC § 1746 that all of the above and foregoing representations are true and correct to the best of my knowledge, information and belief.

Executed in _____ Minnesota, on this _____ day of _____ in the Year of Our Lord Two Thousand and Twenty One.

Without prejudice, all rights reserved

Autograph of Affiant, by: _____

Notary as JURAT CERTIFICATE _____ State }

_____ County} On this _____ day of

_____,

2021 (date) before me, _____,

a Notary Public, personally appeared _____ Name of Affiant, who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his autograph(s) on the instrument the man executed, the instrument.

I certify under PENALTY OF PERJURY under the lawful laws of the united States of America and Minnesota State that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature of Notary / Jurat _____ seal

