

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

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Deutsche Bank National Trust Company, )
As Trustee for Long Beach Mortgage ) Motion
Loan Trust 2005-WL2, Asset-Backed ) Hearing
Certificate series 2005-WL2 ) 62-CV-19-4041
vs. )
Thomas G. Kibler, Stephanie L. Kibler ) December 6, 2021
n/k/a Stephanie L. Lageson, John Doe ) 9:00 a.m.
And Mary Roe. )
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The above-entitled matter came on for hearing before the Honorable Laura E. Nelson, District Court Judge, at the Ramsey County Government Center, City of St. Paul, Minnesota.

APPEARANCES:

KEVIN DOBIE, Attorney at Law, appeared for and on behalf of the Plaintiff.

THOMAS G. KIBLER, Defendant, appeared pro se.

COURT REPORTER: Jamie Henderson

1 (WHEREUPON, the following proceedings were duly
2 had:)

3 THE COURT: Good morning, folks. We're here
4 today in the matter of Deutsche Bank National Trust
5 Company versus Thomas Kibler, court file 62-CV-19-4041.
6 We're appearing today in Ramsey County District Court
7 via telephone Bridge line. I'll remind the parties
8 although we're together remotely, all the regular rules
9 of court apply as though we were together in person.
10 Most importantly for today's purposes are that we speak
11 one at a time so that the court reporter can make a
12 clear record of what is being said, that the parties
13 identify themselves before speaking, and that only our
14 court reporter is recording today's proceedings.

15 So with all that we'll start with
16 introductions starting with plaintiff.

17 MR. DOBIE: Good morning, Your Honor. Kevin
18 Dobie on behalf of the plaintiff.

19 THE COURT: All right and on behalf of the
20 defendant?

21 MR. KIBLER: This is Tom Kibler here sue
22 duress by special appearance.

23 THE COURT: All right. We are here on
24 plaintiff's motion. So, counsel, I'll turn to you.

25 MR. DOBIE: Thank you, Your Honor. So this

1 is a motion to confirm a sheriff sale in connection
 2 with an order for foreclosure and judgment for
 3 foreclosure. The order authorizing the foreclosure in
 4 a motion for summary judgment was entered March 3rd
 5 2020. The, the court then left open and the issue of
 6 attorney's fees. That issue was then resolved and
 7 there was a final judgment entered on October 14, 2020.

8 The court order from March authorized a
 9 sheriff sale and plaintiff then proceeded with that
 10 sheriff sale and scheduled that sale for October 28th
 11 2021. This motion to confirm the sheriff sale is
 12 pursuant to Minnesota statute section 581.08. There
 13 were no issues with the sheriff sale. The, the notice
 14 of sale was served on Mr. Kibler and Ms. Logeson,
 15 formally known as Ms. Kibler. The notice of sale was
 16 published in a newspaper for six weeks as required.
 17 The notice of sale was posted in three public places as
 18 required.

19 The sheriff sale took place on October 28,
 20 2021. The plaintiff was the high bidder at that
 21 sheriff sale and the plaintiff has also waived any
 22 right to any deficiency. There are no other issues and
 23 this motion is, if the court may grant this motion
 24 based on the record and the memorandum of law we've
 25 submitted. I don't have anything else unless --

1 THE COURT: All right.

2 MR. DOBIE: -- Your Honor has any questions,
3 sorry.

4 THE COURT: Thank you, Mr. Dobie. Mr. Kibler
5 any response?

6 MR. KIBLER: Yes, and I first want to put on
7 the record that I'm requesting a full and complete copy
8 of the transcript of this hearing and I'm requesting
9 copies of any claims, proof of agency and authority, as
10 well as any claims documentation.

11 THE COURT: Mr. Kibler, Mr. Kibler, Mr.
12 Kibler.

13 MR. KIBLER: Yes?

14 THE COURT: There is a process for which you
15 can, you can purchase a copy of the transcript.

16 MR. DOBIE: Yes.

17 THE COURT: You can certainly contact the
18 court reporter after the hearing after that and she can
19 explain to you how you can purchase a copy.

20 MR. KIBLER: All right. Thank you. And I'm
21 here once again by special appearance to once again
22 challenge jurisdiction which did not and does not exist
23 to address the fact that the false claims by the
24 fictitious plaintiffs having had absolutely no basis
25 and no merit. They simply did not ever have standing

1 to sue. No contract, no injury in fact, there is no
2 justiciable matter. No interlopers had or have any
3 legal equitable or contractual nexus. There is and was
4 no capacity to invoke the jurisdiction of the court.
5 The court did not and does not have subject matter
6 jurisdiction. I was deprived of my rights and I've
7 been denied due process I'm entitled to as my rights
8 were trampled.

9 Now I'm not educated in your legal society
10 rules or your legal phraseology but I do know law, I
11 know my rights, and I know right from wrong. I know
12 forgery is wrong. I know counterfeiting is wrong. I
13 know lying and perjury are wrong. I know fraud and
14 theft are wrong and I know that I should only be sued
15 by somebody who claims a concrete injury has occurred
16 attributable to some breach of contract or law on that
17 part and if I committed such a breach that I should
18 responsibly and honorably settle that matter.

19 But here again, no interlopers had or had any
20 equitable or contractual nexus. There was and is no
21 verified complaint, there is no contract, no injury,
22 and no valid claims. Not only are these interlopers
23 all legal fictions they seem actually not to exist.
24 The Delaware Secretary of State confirms they have no
25 record that straw trustee Deutsche Bank National

1 Trustee company and straw remit trust Long Beach
2 Mortgage Loan Trust 2005-WL2 have ever existed nor has
3 straw lender Long Beach Mortgage.

4 Just like they've never existed in Minnesota.
5 We have here a plethora of truth and lending act
6 violations and many criminal violations. So if these
7 interlopers wish to continue making false claims this
8 requires a formal prove up in a trial by jury of words.
9 None of the interlopers have or had records that are in
10 complete standing as specifically defined by the
11 Supreme Court in Newhan, Scopio, and Trans Union.
12 There are none of them with ownership claims showing in
13 the land records or the Secretary of State's UCC
14 records.

15 No means the fatally broken chain of title
16 leaves off with the straw lender, Long Beach Mortgage,
17 in 2005. They tried to patch the fatally broken chain
18 of title with the invalid forged assignment in 2012, a
19 violation of the national mortgage settlement agreement
20 and both illegal and in process. A very basically of
21 due diligence shows that there are no claims. There is
22 nothing legal or lawful to confirm today. There is
23 only knowing, willing, and intentional racketeering,
24 forgery, counterfeiting, and fraud. So far for unknown
25 reasons ignored and allowed by authorities in the

1 court.

2 I understand that I'm to accurately state the
3 facts and that if I knowingly inaccurately state the
4 facts I may subject myself to the penalties of perjury
5 under the laws of the United States of America. Having
6 best qualified my testimony here today I hereby state
7 on and for the record that all facts stated in my
8 affidavit, none of which have been rebutted, and my
9 exhibits are true and correct.

10 This non-case was only filed in state court
11 because William Fisher agreed to lift my federal
12 bankruptcy stay where I had clearly stated and
13 challenged on the record that none of these entities
14 had any valid claims so that the many material facts
15 issues, chiefly article three standing to sue the party
16 in interest and invoke the capacity of the court by
17 pleading and proving the concrete injury. In fact, he
18 agreed that this could be lifted so could be
19 adjudicated in state court.

20 A Judge Kyle denied to me that most basic due
21 process that Judge Fisher intended so there is just a
22 longful void judgment nulled and with no legal effect.
23 There is no valid judgment so there could be no valid
24 sales to concern and a fake, staged, simulated sale
25 could never be properly confirmed.

1 Nemo dat quod non habet, an age old maxim,
2 translates in English to no one can give or sell what
3 they do not have. Again, the capacity to invoke the
4 jurisdiction of the court a guard with which standing
5 did not and does not exist. Kyle should have dismissed
6 this frivolous matter because there was and is no
7 standing. He made egregious errors or he should have
8 moved with evidentiary hearing and trial by jury as
9 Fisher intended.

10 I have unamenable rights to face my accusers
11 and receive due process and judgment by law of the land
12 and my peers. Now due process is defined in Black's
13 Law forth due force of law and law of the land. Law of
14 the land is defined as general law which hereto and
15 before it condemns and renders judgment only after
16 trial. It means due process of law as warranted by the
17 constitution, by the common law adopted by the
18 constitution, or by statutes fact and pursuant to the
19 constitution.

20 Kyle did not have authority to assume facts
21 not in evidence and in the face of the immaterial fact
22 issues and with no competent witness, issue a void
23 summary judgment an embarrassingly blatant violation of
24 your own Rule 56. Kyle's void judgment was best made
25 in his private capacity not under any judicial

1 authority. No standing to sue subject matter
2 jurisdiction or capacity to invoke the jurisdiction of
3 the court existed. Coram no judice in your world. I
4 have and had no contract or debt obligation. Any of
5 these records, there is not any paperwork on the planet
6 or, or in the universe that can show any contractual
7 agreement between these interlopers. Not the notary
8 estate trustee who is not even recognized by the
9 secretary of state in their claimed home state of
10 California and who is not registered for business or
11 access courts in Minnesota.

12 Not a REMIC trust in name only. It closed
13 over 15 years and closed over seven years before a
14 party to the national mortgage settlement with no right
15 to title or interest recorded to assign that interest
16 they did not have to them, memo decagon, with a forged
17 assignment just months after promising to seize and
18 desist forging and fabricating such documents as part
19 of the National Mortgage settlement agreement and not
20 to license or un-license in Minnesota third party debt
21 collector who is shuddered by HUD and the FTC as 2003
22 for dishonest theft of practices of, for paying a big
23 fine and reincarnating with a new name.

24 Nor do I have any contract with or debt to
25 Kevin Dobie whose seemingly operating unlicensed debt

1 collector making false claims of fictitious debt and
2 has never proven any agency or authority with the fake
3 trustee Deutsche Bank National Trust Company. That the
4 California Secretary of State again does not recognize.
5 Judge, respectfully, in my opinion, you should require
6 a written and verified proof of that claimed by that
7 never yet proven agency or per Minnesota 48107, 48109
8 and 52316 I know in Osborn versus Banker United States
9 the Supreme Court said that the required proof of
10 authority to represent a corporate entity consisted of
11 both a copy of the corporate charter and a CEO
12 certified copy of the corporate minutes from the the
13 meeting with a granted specific authorization Deutsche
14 Bank National Trust Company and Long Beach Mortgage
15 Trust 2005-WL2 have never appeared in court here. Nor
16 have agents of them. Do they even exist? There is no
17 evidence they do and regardless I have no relationship
18 with them, no legal, equitable, contractual again
19 exists.

20 The grouping of fictitious plaintiffs and the
21 meaningless naming of asset backed certificates as a
22 plaintiff as parties with no standing and no right to
23 access Minnesota courts is as Neil Garfield says a
24 meaningless word salad meant to obfuscate and confuse
25 Judges and the court. A word salad in which we are

1 simply no legal person present to make claims.

2 Not to mention there are years past the
3 statute of limitations under Minnesota 3663118. Even
4 if any party had a legitimate claim, January 2016 was
5 the expiration. None of these interlopers have made a
6 verified complaint or even attempted to make requisite
7 claims of an injury in fact and none can. So there was
8 and is no justiciable matter and the court simply never
9 had subject matter jurisdiction even attempt to claim
10 authority to render a judgment.

11 Kyle again has no authority to assume --

12 THE COURT: All right. Mr. Kibler, at this
13 point you're repeating yourself so I'm going to stop
14 you. I appreciate --

15 MR. KIBLER: No, I have several more thing
16 points to make.

17 THE COURT: Stop. Stop. Stop. At this
18 point I'm going to stop you. I appreciate that you
19 disagree with Judge Kyle's ruling in this case. That
20 having been said, at this point we are at a different
21 procedural posture in the case. We are here
22 specifically to look at the validity of the process for
23 the sheriff's sale.

24 Based on the document before me as well as
25 the arguments I have heard today I am going to grant

1 the motion and sign the proposed order. That concludes
2 today's hearing.

3 The proceedings were adjourned.

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STATE OF MINNESOTA)
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COUNTY OF RAMSEY)

Be it known that the foregoing proceedings were taken by Jamie Henderson, on the 6th day of December, 2021, at St. Paul, via Zoom hearing due to the COVID-19 pandemic. All audio was received through the best technology but there may have been short pauses or breaks due to technology issues.

That the proceedings were recorded in stenotype by myself and transcribed into writing by computer-aided transcription, and that the transcript is a true record of the testimony given to the best of my ability;

Dated and signed the 3rd day of January, 2022.

____/s/ Jamie Henderson____
Jamie Henderson
Court Reporter