

STATE OF MINNESOTA

IN THE DISTRICT COURT

HOUSING DIVISION

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

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Deutsche Bank National Trustee Company, as Trustee, Open in
Trust for Registered Holders of Long Beach,

PLAINTIFF,

VS.

FILE NO. 62-HG-CV-22-1377

THOMAS G. KIBLER & STEPHANIE L. KIBLER,

DEFENDANT.

* * * * *

TRANSCRIPT OF HEARING

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The above-entitled matter came before the Honorable Judge
Kathryn Bergstrom, Referee, via Zoom, on August 3rd, 2022, at
8:15 a.m.

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APPEARANCES

Orin Kipp, Attorney, appeared on behalf of Plaintiff.

Thomas Kibler, and Stephanie Kibler, appeared Pro Se.

Breana Benshoof
District Court Reporter

1 CLERK: We are now calling case number 62-HG-CV-22
2 1377. Deutsche Bank National Trust Company as Trustee, In
3 Trust for Registered Holders of Long Beach Mortgage Loan Trust
4 2005, WL2 asset fact certificate series 2005 WL2 as Thomas G.
5 Kibler, Stephanie L. Kibler now known as Stephanie L. Langsed,
6 John Doe, Mary Roe.

7 THE COURT: Alright, Good Morning everyone, I am
8 Referee Katie Bergstrom, and I am the Judicial Officer
9 assigned to hear this matter this morning. It's 8:48 a.m. on
10 August 3rd, 2022 and were in a virtual court today on a Zoom
11 line provided by the Ramsey County District Court. Um, let's
12 start with appearances Mr. Kipp.

13 MR. KIPP: Good Morning your honor, Orin Kipp O-R-
14 I-N K-I-P-P, attorney for plaintiffs.

15 THE COURT: And Mr. Kibler, can I have you state
16 your name for the record?

17 MR. KIBLER: Yes, I'm Tom Kibler, I'm more the
18 people of Minnesota and legal registered name holder of the
19 named defendant.

20 THE COURT: Okay, welcome sir.

21 MR. KIBLER: Thank you.

22 THE COURT: Um, alright, um, we are here um, on this
23 eviction matter. Um, it looks to be a mortgage foreclosure
24 with a hold over after redemption. At least that's how the
25 cause of action is stated. Um, I have received, um, a number

1 of emails. Um, and correspondence from Mr. Kibler. Um, but I,
2 and I'm assuming uh, based on the history that there is no
3 room to talk about any of this, so Mr. Kipp do you want to
4 make your presentation?

5 MR. KIPP: Uh thank you, Your Honor, and I guess
6 initially I'll, I'll note that I have not received any emails,
7 or anything, so if there has been any correspondence to the
8 court uh, it's been ex parte. So, I'm unaware of anything
9 that's been sent into the court. Um..

10 (Interrupted by Mr. Kibler)

11 MR. KIBLER: Mr. Kipp you are aware of what I sent
12 directly to you?

13 THE COURT: Mr. Kibler, Mr. Kibler, one thing that
14 we're not going to do today, is we're not going to talk all
15 over each other. Uh, I have given Mr. Kipp the opportunity to
16 talk. I will give you the opportunity to talk. But we're not
17 going to interrupt each other, okay?

18 MR. KIBLER: Alright, thank you.

19 THE COURT: Alright, go ahead.

20 (Interrupted)

21 UNKNOWN: Please treat Mr. Kibler with respect.

22 THE COURT: Uh, okay so the other thing that's not
23 going to happen today, is we're not going to have observers
24 chiming in. This is an open court room, and you're free to
25 witness this court hearing, but unless you're making an

1 official appearance. Or you somehow filled a notice of
2 appearance, um, you're not gonna be talking in the middle of
3 our hearing. And if that start's to happen, we're gonna change
4 how we are gonna do this. Alright, Mr. Kipp, you may proceed.

5 MR. KIPP: Uh, thank you, Your Honor. As the court
6 stated this is an eviction action, subsequent to a mortgage
7 foreclosure sale. The subject property is located at 1694
8 Valerie Lane, in New Brighton, Minnesota. Uh, this property
9 was sold at a foreclosure sale on October 28th of 2021. There
10 is an order confirming said sale which was entered on uh,
11 December 6th of 2021. I'll note that this was a Judicial
12 foreclosure rather than a foreclosure by advertisement. So
13 many of these, or actually all of these issues have already
14 been litigated. Uh, as the court stated this is a hold over,
15 the redemption period has expired. The defendants are still in
16 possession of the property. Plaintiff is the fee title owner
17 of the property. We would be asking the court for an immediate
18 writ today.

19 THE COURT: Alright, now Mr. Kibler?

20 MR. KIBLER: Yes?

21 THE COURT: Um, what is your position?

22 MR. KIBLER: Well, first off, I object to anything
23 Mr. Kipp made in his statements as heresy with no
24
25 personal knowledge. Um, and I'm making a special appearance

1 today to challenge jurisdiction. To be clear that I object to
2 and do not consent to this hearing in this forum, for that
3 reason. And I want to make sure that I am able to obtain a
4 copy of the video, audio, or transcription.

5 THE COURT: Uh, well as to that last point, we do
6 have a court reporter here, who's taking everything down, and
7 if you make arrangements to pay for that, you can order it
8 after the hearing.

9 MR. KIBLER: Right.

10 THE COURT: Okay.

11 MR. KIBLER: How do I go about doing that? Will
12 somebody give me that information?

13 THE COURT: Yeah, my clerk will put you in touch
14 with the court reporter who is here today, and you'll make
15 arrangements to order it from her.

16 MR. KIBLER: Okay, thank you.

17 THE COURT: Yup, um alright, so I understand that
18 you have a challenge to jurisdiction, and, and, um, uh, do you
19 have any other challenges that you want to raise today?

20 MR. KIBLER: Well, the challenge to jurisdiction is
21 primary, uh, challenge to agency and capacity as well because
22 I have no evidence that Mr. Kipp has been engaged by Deutsche
23 Bank National Trust Company. I tried to communicate with them
24 to get confirmation of agency, and they refuse. And I also put
25 up to the court that according to the Secretary of State,

1 neither Deutsche Bank National Trust Company or the close ---
2 Trust Long Beach Mortgage 2005 WL2, uh, are registered or have
3 any capacity to access courts in the state of Minnesota.

4 THE COURT: Well, um, the problem with that argument
5 today, is that Judge Kyle has ruled on that on the merits, and
6 Judge Nelson has reviewed your challenge to that on the
7 merits, and I'm not here today to revisit their judicial
8 decisions.

9 MR. KIBLER: Exactly but they, they, over void
10 judgements, which I know --- is unenforceable of no legal
11 affect, and your right this is not the forum, so I, I would
12 motion for a continuance to a challenge or to set for a
13 hearing to allow opposition to overcome my challenge.

14 THE COURT: Well, so a couple of things about that,
15 uh, so this is housing court and these are summary
16 proceedings, and this is the initial housing appearance, and
17 so I don't take evidence on housing initials, we set the
18 matter on for trial if there's a triable issue. And um, I'm
19 not interested in trying the issues that Judge Kyle and Judge
20 Nelson have already decided. And the avenue for challenge to
21 those decisions was to the Minnesota Court of Appeals. Um, and
22 so now we're in housing court, and the question is, do you
23 have um, a triable issue of fact that would have us trying a
24 summary trial in housing court?

25 MR. KIBLER: I absolutely do, and again, I take

1 exception to any of these, um, rules or statues, that are
2 below the authority of the Constitutions. Because as you know,
3 the Minnesota Constitution echoes and reinforces the
4 Constitution of the United States of America saying that none
5 may be deprived of rights or property unless by law of the
6 land or judgement of peers. A right to trial by jury should
7 remain in violate, and the law of land of course is synonymous
8 with due process, due course of law and moving under common
9 law as attended by the Constitution. So again, this is all
10 predicated on a void judgement and the supreme court has been
11 very clear that a void judgment is nullity, it's
12 unenforceable, and actually, Elliott V. Piersol said that
13 anybody involved in issuing and or attempting to enforce a
14 void judgement, acts as a trespasser and accessory and that
15 includes judges, clerks, sheriffs, deputies, bureaucrats and
16 attorneys. So, I think the proper forum is to move to trial.
17 Um, have discovery, have trial. Let me opposition try to
18 overcome.

19 THE COURT: Well, we don't have discovery, we don't
20 have discovery in housing court. Um, you know.. (Interrupted)

21 MR. KIBLER: Housing, housing court is not the
22 proper forum for trying to dispossess somebody of property
23 when they've got their constitutionally supported and
24 guaranteed rights.

25

1 THE COURT: Unfortunately, it is, and here's why,
2 um, this property that you're living in is located in Ramsey
3 County. And um, housing court is about possession of real
4 property. And because it's located in Ramsey County it is
5 squarely within four corners of the housing court, in the
6 Second Judicial District. Um, and so we're here, um I'm
7 willing to give you a trial date, uh, but I, but I, but I am
8 not clear what issues we are going to be trying, because we're
9 not going to be trying any issues that was in front of Judge
10 Kyle or Judge Nelson.

11 MR. KIBLER: Again, they entered void judgements,
12 which -- the facts of the matter, you can access my publicly
13 accessible website, and you can look at the forged documents,
14 the counterfeit instruments, all the other issues, um, this is
15 all predicated on the inaccuracies that have been proven
16 publicly. Proven in other cases, and proven in published
17 articles, on the website, I can whip out all that information,
18 so I'll bring that. Again, Judge Kyle with stacks of material
19 fact issues rendered a summary judgement improperly and
20 there's no competent witness, there was no authenticated
21 evidence. He denied me due process, he didn't allow my expert
22 witness to examine the counterfeit promissory note with the
23 forged signature, that Kevin Dobe presented. And when I
24 pointed those out to Judge Nelson and also challenge
25 jurisdiction and challenge agency there. He steam rolled over

1 it. But its again, its 100s of years of supreme court cases
2 supporting the law that void judgement is a nullity. Just as
3 jurisdiction was challenged, cannot be assumed it must be
4 decided. Jurisdiction was challenged and not properly decided
5 in both of those cases. Both of those hearings I should say,
6 because there never was a proper trial.

7 THE COURT: Let me ask Mr. Kipp this question, Mr.
8 Kipp um, uh, when did um, when did um Judge Kyle make his
9 ruling, when did Judge Nelson make her ruling?

10 MR. KIPP: Uh Judge Kyles ruling was made uh that
11 was the order um granting the foreclosure let me just bring
12 that up real quick.

13 MR. KIBLER: I can answer that if you would like,
14 March 2020, as I recall.

15 THE COURT: Well, if you have the date of this
16 ruling yeah, you can please give it to me.

17 MR. KIBLER: Sure, um March 3rd, I actually, I
18 actually filed um, -- a motion to dismiss on March 2nd which
19 Judge Kyle ignored but then he issued a summary of judgement
20 on March 3rd.

21 THE COURT: Which, what year are you talking about
22 Mr. Kibler?

23 MR. KIBLER: 2020.

24 MR. KIPP: That's accurate with what I'm looking at
25 as well your honor.

1 THE COURT: So then Judge Nelson would have been
2 sometime after that also in 2020?

3 MR. KIBLER: Yeah, there was an October 28th staged
4 sheriff sale. It was posted as an auction, I attended it with
5 three witnesses. There was no auction and Kevin Dolbe handed a
6 corporate check not a cashiers check, or a certified funds as
7 required by the figured rules to, a, Deputy Marshal. Um, it
8 was very evident that they had been in communications and that
9 there was question from anyone at Ramsey County in attendance
10 that wouldn't give me his name. Marshall did tell me that he
11 was ordered to push this through. But I asked -- and he
12 wouldn't acknowledge. On December 6th we had the hearing with
13 Judge Nelson, and again the transcript fully shows that I
14 objected, and she ignored my challenge to jurisdiction and my
15 challenge to agency, and my challenge to the fact that even if
16 this was a legitimate action, Minnesota-336-3118, statute of
17 limitation would have expired no later than January 2016.

18 THE COURT: So, so again, Mr. Kibler.

19 COURT REPORTER: Mr. Kibler, sorry but for the
20 record, when you speak if you can just speak a little closer
21 to the microphone, I'm having a little bit of trouble hearing
22 you.

23 THE COURT: Again Mr. Kibler, your, your, your, um
24 challenges to both Judge Kyle and Judge Nelson are challenges
25 that should have been taken to the Minnesota Court of Appeals,

1 and they were not as far as I know, is that true?

2 MR. KIBLER: I, I, I, respectfully disagree on one
3 thing and I'll try and elaborate on another. I was working
4 with attorneys, who uh, tried a couple times to file appeals
5 and they kept getting kicked back because they said a final
6 judgment hadn't been rendered yet. And then we filed a motion
7 to dismiss, or vacate for fraud and lack of standing, and the
8 transcript shows, and the documentation from court shows that
9 Judge Nelson ridiculously opined that Judge Kyle had
10 substantially considered and addressed both fraud and lack of
11 standing. And he absolutely didn't because it was all
12 predicated on a forged document. That's been slandering -- in
13 the Ramsey County Land records since October 12th of 2012.

14 THE COURT: Um, I'm not at all convinced, um, that
15 we have a triable issue in the housing court, but Mr. Kibler
16 has asked for a housing court trial and so I'm inclined to
17 grant that. We don't have discovery in housing court but what
18 I will issue is a court trial that asks you to file exhibit
19 lists and witness lists, and um, exchange those this your
20 opposing party. To start with Mr. Kibler you've got to take
21 everything that you've sent to me, I think it started on
22 Monday July 25th, and send it to Mr. Kipp because it's an ex
23 parte communication and we can't have that okay? Um, and then
24 you're going to have to come up with whatever um whatever
25 issues you think we need to try for the housing court, and

1 housing court, and housing court is about possession, but
2 again I'm not going to retry anything Judge Kyle or Judge
3 Nelson has tried. And so, you're going to have to hone your
4 evidence whatever it may be to avoid issues that have already
5 been decided by the court.

6 MR. KIBLER: Okay, and again for clarification, the
7 issues were ignored, they weren't decided.

8 THE COURT: Well, um that's a matter of perspective,
9 um I think that if they were presented and not found in your
10 favor that doesn't mean they were ignored, it means they were
11 decided against you, and I understand your having a hard time
12 dealing with that. (interrupted)

13 MR. KIBLER: On the record there's absolutely
14 nothing that explained how Judge Kyle would determine that a
15 forged assignment 7 years after the closing of a - trust to
16 that trust could be authentic or could not be an issue. He
17 simply said he had no proof that it was a forgery. It's
18 facially invalid. He also said, excuse me, that I had no
19 standing to challenge an assignment, but when the assignment
20 is coming from a party that has no rights, I absolutely do
21 because I am not challenging the assignment, I am challenging
22 the assignor. Because they had no authority. They had no
23 rights no title interest.

24 THE COURT: Well again I'm not gonna hear that
25 agency theory and because it has been decided I'll pull up

1 Judge Kyle's opinion, I will pull up Judge Nelson's opinion,
2 and to the extent that they have considered that same
3 evidence, and already made a judicial decision, were not going
4 to retry those issues. Um, Mr. Kipp do you have anything to
5 add this afternoon, or this morning?

6 MR. KIPP: As I'm curious what we're looking at for
7 a trial time because I would like to be spotted for a motion
8 for summary judgement and motion in limine to be heard. At
9 this point I don't see that there are any Genuine, there's no
10 triable issue here of fact. And were dancing around the fact
11 that every one of these arguments and statements is barbarous
12 judicia. And not within the limited scope of inquiry within
13 the eviction context, so I'd like to be heard on a summary of
14 judgement motion.

15 THE COURT: Well, here's the thing about that,
16 that's going to build in all kind of delay for you, because
17 your going to have to give the regular 28 days worth of notice
18 and everything else and so I would rather hear your motions on
19 your motions in limine, um and keep this thing moving along.

20 MR. KIPP: Okay.

21 THE COURT: Um, and so, I'm looking at the afternoon
22 of August 26th.

23 MR. KIPP: That works for me.

24 THE COURT: Okay, so it works for Mr. Kipp. Mr.
25 Kibler does that work for you?

1 MR. KIBLER: I, I believe I can make it work. What, when
2 you say the afternoon, is there a narrower?

3 THE COURT: Um yeah, we would start at 1:30 and I'll
4 block the afternoon.

5 MR. KIBLER: Okay, thank you.

6 MR. KIPP: Would that be Zoom your honor?

7 THE COURT: Um, I don't know yet. Is the answer to
8 that. Uh, um, do you have a preference Mr. Kipp?

9 MR. KIPP: Uh, not really, I suppose I feel that the
10 motion documents will be pretty persuasive, so I don't know
11 that there will be a lot of exchanging of evidence.

12 THE COURT: Ok, what about you, Mr. Kibler?

13 MR. KIBLER: I would disagree and say there is
14 probably going to be quite a bit of exchange of evidence, at
15 least coming from me, um, I don't think they have any
16 evidence, but again they deserve the opportunity to try and
17 overcome my challenge.

18 THE COURT: Well, are you prepared on the day of
19 trial to be sworn in and testify under oath?

20 MR. KIBLER: I absolutely am, and I would ask that
21 they would be.

22 THE COURT: So, then my question, my question, was
23 actually not about whether there's going to be evidence that
24 gets accepted or not. My question was whether you had a
25 preference for a Zoom trial vs. an in-person trial.

1 MR. KIBLER: I guess my preference would be in
2 person. I would like to be sworn in. I would like the
3 opposition to be sworn in. I think they really should have a
4 competent witness as is required, to testify the evidence in;
5 because any statement the attorney makes are just hearsay and
6 there not evidence.

7 THE COURT: Well, I'm gonna, I will take the request
8 of Zoom vs. under advisement, um, excuse me, Zoom vs. in
9 person under advisement and I'll issue an order for trial and
10 um regardless of whether it's Zoom or in person, we will have
11 some requirements of exchanging information, and exchanging
12 witnesses, and um it should be self-explanatory, okay?

13 MR. KIBLER: So, uh, self-explanatory, what you're
14 going to issue an email and statute for something?

15 THE COURT: No, no, no, I will issue an order, an
16 order for trial.

17 MR. KIBLER: Okay.

18 THE COURT: Yup, and that will, that will have the
19 parameters of exchanging information with the other side, and
20 I've already told you verbally on the record, that should
21 include all the emails that you've sent to my attention uh,
22 this past week or so, um.

23 MR. KIBLER: I believe there was only one, or
24 perhaps two.

25 THE COURT: I was copied on a couple.

1 MR. KIBER: Okay

2 THE COURT: Um, and then, if it's Zoom it will have
3 the Zoom information, if it's in person it will have the in-
4 person information.

5 MR. KIBLER: Alright, thank you.

6 THE COURT: Alright, alright this matter is
7 adjourned for today.

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9 (HEARING ENDED AT 9:09:24 A.M.)

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1 STATE OF MINNESOTA IN THE DISTRICT COURT
2 COUNTY OF RAMSEY SECOND JUDICIAL DISTRICT

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4 STATE OF MINNESOTA,
5 PLAINTIFF,

6 VS. DISTRICT COURT NO. 62-HG-CV-22-1377

7 Thomas G. Kibler, and Stephanie L. Kibler,
8 DEFENDANT.

9 * * * * *

10 REPORTER'S CERTIFICATE

11 I, Breana Benshoof, hereby certify that I am an official
12 court reporter in the Second Judicial District of the State of
13 Minnesota; that as such reporter I electronically reported the
14 proceedings in the above-entitled action; that I thereafter
15 transcribed to typewriting the foregoing transcript from the
16 digital recordings taken in Ramsey County, Minnesota on August
17 3rd, 2021; and that the foregoing transcript consisting of 16
18 pages constitutes a full, true, and accurate transcription of
19 said proceeding.

20 Dated: October 18, 2022.

21 *Breana Benshoof*
22 _____
23 Breana Benshoof, CECR
24 Second District Court Reporter
25 St. Paul, MN 55102