

**FILED**

JAN 21 2021

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
DEPUTY CLERK

Paul John Hansen and  
T.J. Herbst Trust 1

Plaintiffs,

Vs.

ROBIN P. ARKLEY, SN SERVICING  
CORPORATION, ANDY CECERE, AND  
US BANK TRUST NATIONAL  
ASSOCIATION,

Defendants,

2:20-CV-02436-KJM-CKD (PS)

Objections to Magistrate Judge's  
Findings and Recommendations

Comes now Paul John Hansen and T.J. Herbst Trust 1, herein after known as Plaintiffs and hereby objects to the FINDINGS AND RECOMMENDATIONS of Magistrate Carolyn K. Delaney, hereinafter referred to as Magistrate and for the following good and sufficient reasons would show the Honorable Court that while the pleadings may not have been as skillfully worded as they could have been in Plaintiffs' first original complaint that with the following clarifications that the Honorable Court should not dismiss the aforementioned complaint. And pending completion of timely service of complaint on Defendants, Plaintiff commits to file Plaintiffs' First Amended Petition to include the following clarifications contained herein. To witt;

1.

**BACKGROUND**

On May-24<sup>th</sup> 2005 Plaintiff, Thomas Herbst entered into a loan agreement with Defendant, American Family Lending, located at 900 E. Hamilton Ave #525, Campbell, California 90058 for the amount of three hundred and eleven thousand dollars and no cents with regards to a property that Plaintiff purchased located at 3635 Bellinger Court, North Highlands, California 95660. This instrument of loan/Deed-of-Trust was entered into and signed by Plaintiff Thomas Herbst own hand. On June-20<sup>th</sup> 2020 the property was conveyed to Paul J Hansen.

Since the time of origination of the aforementioned debt instrument/Deed-of-Trust agreement bearing Plaintiffs' original signature made in Plaintiff's own hand, more than one individual has made claim to be due payment on the aforementioned note and there is evidence to the effect that the aforestated monitory instrument had been sold and/or conveyed more than once. Multiple individuals have now attempted to claim service on the aforementioned debt. The original recording of the Deed-of-Trust is de-facto evidence that one such document exists. However, possession of a copy of this does not constitute a indebted to any individual as copies are readily available from the Clerk of the County. Only the original monitory instrument bearing Plaintiffs' own "wet" signature can be considered as a valid debt instrument for which Plaintiff is indebted. As there is question as to how many times and to whom this debt instrument may have been conveyed, Plaintiffs now have demanded that anyone and all parties claiming due on the

aforementioned debt instrument/agreement, and that they produce the original debt-instrument/Deed-of-Trust agreement before any further monetary consideration/payment on the debt is tendered. This is most critical as Plaintiff has no desire to make any payments to one claimant/party and then have another party produce the original debt-instrument/agreement and/or seek foreclosure.

2.

**CITIZENS RIGHTS**

Citizens rights come in many forms. Plaintiff, as with all citizens, have the right to know who to whom they are indebted to; and for how much and have the right to request confirmation at any time. This is most especially true when a question arises regarding a claimant party. All Defendants have been served with multiple requests to provide an accounting and evidence that they are the legal holder of the alleged debt and for how much without response.

FURTHERMORE; Additional formal requests to confirm this indebtedness per 15USC, CH41, Subchapter V. sect 1692g were made to all parties on both May-20<sup>th</sup> 2020 and May-28<sup>th</sup> 2020 which statute reiterates and affirms Plaintiffs rights to aforesaid accountings/disclosures. None of the personal requests or demands made under Federal statute have been to date responded to thus further calling into question any/all of Defendants claims.

3.

**ATTEMPT TO DEPRIVE PLIANTIFF OF HIS CIVIL RIGHTS “UNDER  
COLOR OF LAW”**

Defendants without any confirmation of aforestated debt now under California Civil Code Div-3, Pt-4, Title-14, CH-2 2924 claim “NON-JUDICIAL-FORCLOSURE” without complying with Plaintiffs multiple personal requests to verify the debt or both demands made under 15USC1692 or any proof of being the possessor of Plaintiffs original debt instrument/Deed-of-Trust having Plaintiffs original wet signature thus depriving the Defendant his civil rights under color of policy or rule under 42USC1983 (also a felony, Ref. 18USC242).

4.

**OBJECTIONS TO MAGISTRAITS INTERPETATION AND ANALYSIS  
OF 42 USC 1983, 1985 & 1986**

MAGISTRATE makes a distinction that section 1983 only allow individuals to sue or address “state officials”. Yet no such distinction exists in section 1983 and therefore this interpretation cannot be construed to apply. To witt: *“Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to*

*the party injured in an action at law, suit in equity, or other proper proceeding for*  
therefore 42-USC-1983 correctly applies.

FURTHERMORE; as two of the Defendants have communicated “conspired” to use the California Civil Code section 2924 to proceed to foreclose without providing evidence of their legal, lawful right to do so, 42 USC 1985 now correctly applies.

FURTHERMORE; And as all of the facts surrounding the aforementioned acts have not been fully ascertained at this time, discovery will be required to join all of the individuals aware of the aforementioned facts. Thus 42 USC 1986 correctly applies.

**5.**

**SUMMARY**

All Defendants have been legally served with multiple requests to “prove-up-the-debt”. Only the original Deed-of-Trust can be construed as the valid monitory debt instrument.

**6.**

**PRAYER**

**WHEREFORE;** Premises considered Plaintiff prays that the Honorable Court with respect to Defendants claims of a legal responsibility on Plaintiffs part of a debt that said Defendants be required to produce the original monitory/debt instrument. And per the best rules of evidence only the original “deed-of-trust” containing Plaintiffs’ original wet signature with both sides for inspection to prove up their claims of further service on the debt or the right to foreclosure.

Respectfully submitted

A handwritten signature in black ink that reads "Paul John Hansen". The signature is written in a cursive, slightly slanted style.

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