

No. 19-1354

In The
SUPREME COURT OF THE UNITED STATES

TAN PHAN,

Petitioner,

v.

MINH TRUONG, et al

Respondents (Debtors).

On Petition for Writ of Certiorari
to the United States Court of Appeals
for the Fifth Circuit

PETITION FOR REHEARING

Tan Phan (pro se)
3770 Lovers Wood Ln #1003, Houston, TX 77014
tp110942@yahoo.com
(832) 554-6642

PETITION FOR REHEARING

Pursuant to Supreme Court Rule 44.2, petitioner respectfully prays this Court for an order:

- granting rehearing,
- vacating the Court's order denying certiorari on October 5th 2020, and
- granting petition for writ of certiorari for further investigation of the following suspicious acts.

#1. Trying to conceal the real type of debt

As we can see from the next 7 pages:

The principal amount due from the judgment is \$127,294.00
After I pointed out at least one type of non-exempt debt that is
applicable to my case, the Bankruptcy Court intentionally redirected
it to \$9,596.25 in the Order Overruling Objection To Exemptions.

If we examine it carefully, then \$9,596.25 actually is from
the *2009 Mortgage Interest Statement* (Box 1). It absolutely
has nothing related to the judgment, so it can't be a typo
or mistake. Apparently they're trying to conceal the real
type of debt in order to get around the law.



ENTERED
11/16/2017

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE

MINH VAN TRUONG and
LE THI LE,

Debtors,

§
§
§
§
§
§
§
§
§

CASE NO. 17-33650

ORDER OVERRULING OBJECTION TO EXEMPTIONS

This Chapter 7 case was reopened to consider Tan Phan's objection to Debtors' claim of exemption in real property (Docket No. 11). Debtors exempted the property in Schedule C. Phan asserts that his claim is secured and not subject to exemption because he provided funds to refinance Debtors' mortgage. Phan did not execute or record any documents to show that he refinanced the mortgage. Thus, Debtors' unsecured debt to Phan is discharged and Debtors' exempt property is not liable for Phan's claim. The Court orders the Clerk to re-close this Chapter 7 case.

Debtors filed a Chapter 7 petition on June 9, 2017. Debtors attached a Schedule of property claimed as exempt to the petition. Debtors claim as exempt the real property located at 15306 Hensen Creek Dr., Houston, Harris County, Texas.

Tan Phan objected to Debtors' exemption of the property, asserting "It's their loan from me to pay off Bank of America mortgage in 2009." (Docket No. 11). Phan attached a Final Judgment of the 127th Judicial District Court of Harris County, Texas awarding Phan damages

P:\truong.20171116.wpd

for breach of contract, and bank records reflecting a \$9,596.25 payment to Bank of America .
(Docket No. 14).

Section 522(h) permits the debtor to avoid a transfer of property to the extent that the debtor could have exempted the property if the trustee had avoided the transfer under Section 544. Section 544 allows a trustee to avoid a transfer voidable by a bona fide purchaser of real property.

Under Texas law, a bona fide purchaser prevails over a holder of a prior unrecorded deed or other unrecorded interest in the same property. *Noble Mortg. & Investments, LLC v. D & M Vision Investments, LLC*, 340 S.W.3d 65 (Tex. App.--Houston [1st Dist.] 2011), citing *Madison v. Gordon*, 39 S.W.3d 604 (Tex. 2001).

The judgment does not award Phan an interest in the property. Phan presented no evidence of a deed conveying the property to Phan, or an abstract of judgment filed in the real property records of Harris County, Texas. Thus, Debtor may avoid Phan's unrecorded interest in the property, and Phan's claim is wholly unsecured.

Signed at Houston, Texas on November 16, 2017.



KAREN K. BROWN
UNITED STATES BANKRUPTCY JUDGE

CASE NO. 17-33650

MINH VAN TRUONG and § IN THE U.S. BANKRUPTCY COURT
LE THI LE, §
Debtors § SOUTHERN DISTRICT OF TEXAS

OBJECTION TO DEBTORS' CLAIM OF EXEMPTION

TO THE HONORABLE JUDGE OF SAID COURT:

I'm a creditor and would like to file this Objection to Debtors' Claim of Exemption and in support thereof would state as follows:

A homestead is exempt from seizure for the claims of creditors, but there are many exceptions and at least one of those is applicable to my case. The principal amount due from the judgment clearly indicates that there exists a loan. It's their loan from me to pay off Bank of America mortgage in 2009. And the law does not authorize them to claim a homestead exemption whereas the purchase/refinancing money is mine pursuant to the following Texas Statutes <http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.41.htm>

PROPERTY CODE
TITLE 5. EXEMPT PROPERTY AND LIENS
SUBTITLE A. PROPERTY EXEMPT FROM CREDITORS' CLAIMS
CHAPTER 41. INTERESTS IN LAND
SUBCHAPTER A. EXEMPTIONS IN LAND DEFINED

Sec. 41.001. INTERESTS IN LAND EXEMPT FROM SEIZURE. (a) A homestead and one or more lots used for a place of burial of the dead are exempt from seizure for the claims of creditors except for encumbrances properly fixed on homestead property.

(b) Encumbrances may be properly fixed on homestead property for:

(1) purchase money;

(5) the refinance of a lien against a homestead, including a federal tax lien resulting from the tax debt of both spouses, if the homestead is a family homestead, or from the tax debt of the owner;

Respectfully submitted,



TAN PHAN (creditor)

Phone: (832) 554-6642

Email: tp110942@yahoo.com

P2
8a
Δ2,3

CAUSE NO 2015-50150

TAN PHAN

Plaintiff,

v

MINH VAN TRUONG and
LE THI LE

Defendants

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

127TH JUDICIAL DISTRICT

FILED

Chris Daniel
District Clerk

APR 25 2017

Harris County, Texas

Time

By

FINAL JUDGMENT

BE IT REMEMBERED that on April 18, 2017 come on to be heard the above entitled and numbered cause Tan Phan (the "Plaintiff") appeared in person and through counsel of record before the Court and announced ready for trial Minh Van Truong and Le Thi Le (collectively called the "Defendants") appeared in person and through counsel of record before the Court and announced ready for trial

All matters in controversy were considered by the Court The Court, after considering the admitted evidence and the argument of counsel, finds that a judgment should be rendered for Plaintiff on his claim for breach of contract

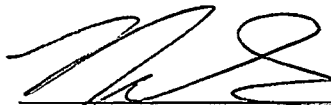
It is therefore ORDERED, ADJUDGED and DECREED that Tan Phan, Plaintiff, recover from Minh Van Truong and Le Thi Le, Defendants, jointly and severally, Judgment for

- 1 \$127,294 00 as the principal amount due,
- 2 \$20,122 00 as reasonable attorney's fees,
- 3 \$726 00 for all costs of court, and
- 4 Post-judgment interest at the rate of five percent (5%) per annum on \$148,142 00 the total judgment from the date of judgment until paid

It is ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment

All relief not expressly granted herein is denied This is a Final Judgment

SIGNED ON April 25, 2017



R K Sandill
Judge, 127th District Court

APPROVED AS TO FORM.

/s/ Marc J Magids

Marc J Magids
State Bar No 12818500
Zukowski, Bresenhan & Piazza, LLP
1177 West Loop South, Suite 1100
Houston, TX 77027
(713) 965-9969
(713) 963-9169 (Facsimile)
mjm@zbplaw.com

Attorney for Plaintiff

/s/ Will Denham

Will Denham
State Bar No 24032127
1401 Richmond Avenue, Suite 250
Houston, TX 77006
(713) 352-8888
(713) 454-7773 (Facsimile)
wd@willdenham.com

Attorney for Defendants



Home Loans

CUSTOMER SERVICE
PO BOX 5170
SIMI VALLEY, CA 93062-5170Date Prepared
07/17/2010

Account Number 176015563

Property Address
15306 HENSEN CREEK DR**IMPORTANT TAX INFORMATION ENCLOSED**

0362530 01 AI 0.357 **AUTO 108243 77086-118006 C01-I -P62919

MINH V TRUONG

LE THI LE

15306 Hensen Creek Dr
Houston, TX 77086-1180**Paid Off Loan Mortgage Interest Statement****INSTRUCTIONS FOR PAYER/BORROWER**

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 3.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936, Home Mortgage Interest Deduction, and Pub. 535, Business Expenses.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in

2009 that accrued in full by January 15, 2010, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2009 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396, Mortgage Interest Credit. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Not all points are reportable to you. Box 2 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 2 may also be deductible. See Pub. 936 to figure the amount you can deduct.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other income" line of your 2009 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and *Itemized Deduction Recoveries* in Pub. 525, *Taxable and Nontaxable Income*.

Box 4. Shows mortgage insurance premiums which may qualify to be treated as deductible mortgage interest. See the Schedule A (Form 1040) instructions.

Box 5. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

☐ **CORRECTED (if checked)**

RECIPIENT'S/LENDER'S name, address, and telephone number BANK OF AMERICA, N.A. CUSTOMER SERVICE PO BOX 5170 SIMI VALLEY, CA 93062-5170 (800) 669-6607		* Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.	OMB No. 1545-0901 2009 Form 1098	Mortgage Interest Statement
RECIPIENT'S federal identification no. 94-1687665	PAYER'S social security number [REDACTED] 4866	Copy B For Payer The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.		
PAYER'S/BORROWER'S name, Street address (including apt. no.), City, state, and ZIP code MINH V TRUONG LE THI LE 15306 Hensen Creek Dr Houston, TX 77086-1180		1 Mortgage interest received from payer(s)/borrower(s) \$ 9,596.25		
		2 Points paid on purchase of principal residence \$ 0.00		
		3 Refund of overpaid interest \$ 0.00		
		4 Mortgage insurance premiums \$ 995.14		
Account number (see instructions) 176015563		5		

2009 STATEMENT SUMMARY

Total Interest paid in 2009	\$9,596.25	Beginning escrow balance	\$1,573.07
Property taxes paid in 2009	\$0.00	Ending escrow balance	\$0.00
Ending principal balance	\$0.00	FHA/VA case number	Not applicable

IMPORTANT IRS REGULATIONS

YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS.
BANK OF AMERICA, N.A. DOES NOT OFFER TAX ADVICE.

Please verify that the Social Security Number (SSN) listed on the IRS Tax form is correct (see previous page). If the SSN is not correct, please provide us with the correct number immediately by writing to us at the address below or calling us at (800) 669-6607. If you fail to provide us your correct SSN, you are subject to a \$50 penalty imposed by the IRS and backup withholding of interest paid to you. Note: Please include your name and account number on all communications to us.

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 5170
SIMI VALLEY, CA 93062-5170

TRANSACTION HISTORY FOR 2009

Date	Description	Pmt/Mo	Amount	Principal	Interest	Escrow	Optional Insurance	Buydown Assistance	Late Charge	Partial Balance
2009	Beginning Balance			\$163,494.20		\$1,573.07				\$0.00
01/02/2009	REGULAR PAYMENT	01/2009	\$1,510.21	\$158.86	\$902.62	\$448.73	\$0.00	\$0.00	\$0.00	\$0.00
01/14/2009	PMI PMT MONTHLY	01/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
02/02/2009	REGULAR PAYMENT	02/2009	\$1,510.21	\$159.73	\$901.75	\$448.73	\$0.00	\$0.00	\$0.00	\$0.00
02/12/2009	PMI PMT MONTHLY	02/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
03/02/2009	REGULAR PAYMENT	03/2009	\$1,510.21	\$160.61	\$900.87	\$448.73	\$0.00	\$0.00	\$0.00	\$0.00
03/12/2009	PMI PMT MONTHLY	03/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
04/01/2009	REGULAR PAYMENT	04/2009	\$1,510.21	\$161.50	\$899.98	\$448.73	\$0.00	\$0.00	\$0.00	\$0.00
04/14/2009	PMI PMT MONTHLY	04/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
04/24/2009	OVERAGE REFUND	04/2009	\$1,337.07-	\$0.00	\$0.00	\$1,337.07-	\$0.00	\$0.00	\$0.00	\$0.00
05/01/2009	REGULAR PAYMENT	05/2009	\$1,510.21	\$162.39	\$899.09	\$448.73	\$0.00	\$0.00	\$0.00	\$0.00
05/11/2009	HAZARD INS PMT	05/2009	\$907.00-	\$0.00	\$0.00	\$907.00-	\$0.00	\$0.00	\$0.00	\$0.00
05/13/2009	PMI PMT MONTHLY	05/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
06/01/2009	REGULAR PAYMENT	06/2009	\$1,444.55	\$163.29	\$898.19	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
06/15/2009	PMI PMT MONTHLY	06/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
07/01/2009	REGULAR PAYMENT	07/2009	\$1,444.55	\$164.19	\$897.29	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
07/15/2009	PMI PMT MONTHLY	07/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
08/03/2009	REGULAR PAYMENT	08/2009	\$1,444.55	\$165.10	\$896.38	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
08/14/2009	PMI PMT MONTHLY	08/2009	\$99.75-	\$0.00	\$0.00	\$99.75-	\$0.00	\$0.00	\$0.00	\$0.00
09/01/2009	REGULAR PAYMENT	09/2009	\$1,444.55	\$166.01	\$895.47	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
09/15/2009	PMI PMT MONTHLY	09/2009	\$98.57-	\$0.00	\$0.00	\$98.57-	\$0.00	\$0.00	\$0.00	\$0.00
10/15/2009	REGULAR PAYMENT	10/2009	\$1,444.55	\$166.93	\$894.55	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
10/16/2009	PMI PMT MONTHLY	10/2009	\$98.57-	\$0.00	\$0.00	\$98.57-	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	REGULAR PAYMENT	11/2009	\$1,444.55	\$167.85	\$893.63	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	11/2009	\$20,555.45	\$20,555.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	REGULAR PAYMENT	12/2009	\$1,444.55	\$282.26	\$779.22	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	12/2009	\$21,555.45	\$21,555.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	12/2009	\$21,555.45-	\$21,555.45-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	PAYMENT REVERSAL	11/2009	\$1,444.55-	\$282.26-	\$779.22-	\$383.07-	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	11/2009	\$20,555.45-	\$20,555.45-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	PAYMENT REVERSAL	10/2009	\$1,444.55-	\$167.85-	\$893.63-	\$383.07-	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	10/2009	\$44,000.00	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/20/2009	MISC. POSTING	10/2009	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/21/2009	REGULAR PAYMENT	11/2009	\$1,444.55	\$258.94	\$802.54	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
10/21/2009	MISC. POSTING	11/2009	\$16,023.16	\$16,000.00	\$0.00	\$23.16	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	MISC. POSTING	11/2009	\$16,023.16-	\$16,000.00-	\$0.00	\$23.16-	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	PAYMENT REVERSAL	10/2009	\$1,444.55-	\$258.94-	\$802.54-	\$383.07-	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	MISC. POSTING	10/2009	\$17,467.71	\$17,467.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	REGULAR PAYMENT	11/2009	\$1,444.55	\$291.08	\$770.40	\$383.07	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	MISC. POSTING	11/2009	\$28,555.45	\$28,555.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	MISC. POSTING	11/2009	\$28,555.45-	\$28,555.45-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	PAYMENT REVERSAL	10/2009	\$1,444.55-	\$291.08-	\$770.40-	\$383.07-	\$0.00	\$0.00	\$0.00	\$0.00
10/22/2009	MISC. POSTING	10/2009	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/23/2009	PAYOFF	10/2009	\$70,007.94	\$69,397.88	\$610.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/05/2009	PAYOFF ESC REFUND	10/2009	\$2,492.86-	\$0.00	\$0.00	\$2,492.86-	\$0.00	\$0.00	\$0.00	\$0.00
2009	Ending Balance			\$0.00		\$0.00				\$0.00

#2. Holding case under “U.A.” for over 15 months

As we can see from the next 2 pages, the case was put “Under Advisement” status without any docketed order. They just turned on the UA flag in the upper right corner of the Docket Report. I didn’t even know until I got a response from backup case manager Sheila R. Anderson on March 13, 2018. The case was terminated on 5/29/19, so the holding time is over 15 months whereas it should be 2-3 months at most.

Did the District Court really need such a long time just to get a single-line advisement “*Because Tan Phan is an unsecured lender, the bankruptcy court's decision is affirmed*” OR to make certain arrangements?

**U.S. District Court
SOUTHERN DISTRICT OF TEXAS (Houston)
CIVIL DOCKET FOR CASE #: 4:17-cv-03318**

Phan

Assigned to: Judge Lynn N Hughes

Case in other court: SDTX-Bankruptcy, 17-33650

Cause: 28:0158 Notice of Appeal re Bankruptcy Matter (BA)

Date Filed: 11/01/2017

Date Terminated: 05/29/2019

Jury Demand: None

Nature of Suit: 422 Bankruptcy Appeal
(801)

Jurisdiction: Federal Question

Date Filed	#	Docket Text
12/27/2017	<u>6</u>	Appellant's BRIEF by Tan Phan, filed.(ShoshanaArnow, 4) (Entered: 12/28/2017)
01/12/2018	<u>7</u>	Appellee's BRIEF by Minh Van Truong, filed.(Denham, William) (Entered: 01/12/2018)
01/18/2018	<u>8</u>	Appellant's REPLY BRIEF by Tan Phan, filed.(gkelner, 4) (Entered: 01/18/2018)
01/22/2018	<u>9</u>	Appellant's REPLY Brief to <u>7</u> Appellee's Brief, filed by Tan Phan. (ShoshanaArnow, 4) (Entered: 01/22/2018)
05/29/2019	<u>10</u>	DISMISSAL of Appeal. Because Tan Phan is an unsecured lender, the bankruptcy court's decision is affirmed, and Phan's appeal is denied.. Case terminated on 5/29/19. (Signed by Judge Lynn N Hughes) Parties notified.(sanderson, 4) (Entered: 05/29/2019)

PACER Service Center			
Transaction Receipt			
10/20/2020 22:40:32			
PACER Login:	tp110942:5271931:0	Client Code:	
Description:	Docket Report	Search Criteria:	4:17-cv-03318 Starting with document: 6 Ending with document: 10
Billable Pages:	1	Cost:	0.10

Re: Case Number 4:17-cv-03318

tp110942@yahoo.../Sent



Tan Phan <tp110942@yahoo.com>

To: Glenda_Hassan@txs.uscourts.gov <glenda_hassan@txs.uscourts.gov>

Cc: Tan Phan <tp110942@yahoo.com>

Jun 18, 2018 at 6:42 AM

Good morning,

Our website advises us to refer to the Local Rules of the District Court as well as the Federal Rules. And I found LR 83-13 Reminders to the Court if any matter is under advisement more than 60 days. Mine is almost 5 months already, so I'll need to send a reminder every week along with the latest docket report.

Regards,
Tan

From: "Glenda_Hassan@txs.uscourts.gov" <Glenda_Hassan@txs.uscourts.gov>
To: Tan Phan <tp110942@yahoo.com>
Sent: Monday, June 11, 2018 7:20 AM
Subject: Re: Case Number 4:17-cv-03318

Ms. Phan,

The rules and procedures that govern federal courts can be found on our website.

Thank you,

Glenda Hassan
Case Manager to
Judge Lynn N. Hughes
United States District Court
Southern District of Texas
Glenda_Hassan@txs.uscourts.gov
713-250-5516 work.
281-415-5923 mobile.

On Jun 11, 2018, at 7:16 AM, Tan Phan <tp110942@yahoo.com> wrote:

Good morning,

According to RULES OF JUDICIAL ADMINISTRATION promulgated pursuant to Section 74.024 of the Texas Government Code.

Rule 7. Administrative Responsibilities.

a. A district or statutory county court judge shall:

- (1) ...
- (2) rule on a case within three months after the case is taken under advisement;
- (3) ...

However it's been more than 3 months, but the latest docket report (attached) still has no update. Please explain.

Thank you!
Tan

From: "Sheila_R_Anderson@txs.uscourts.gov" <Sheila_R_Anderson@txs.uscourts.gov>
To: Tan Phan <tp110942@yahoo.com>
Cc: "glenda_hassan@txs.uscourts.gov" <glenda_hassan@txs.uscourts.gov>
Sent: Tuesday, March 13, 2018 11:11 AM
Subject: Re: Fw: Case Number 4:17-cv-03318

Good morning,

Your case is still under advisement and you will be notified once a ruling is filed.

Thank you,

Sheila R. Anderson

REHEARING Page 12 of 18

#3. Denying a motion to publish the opinion

All of us, including the Fifth Circuit's opinion (filed on Dec 26 2019 as 'Appendix'), couldn't cite any relevant case law. That means my case is unique, so whatever they ruled on my case must be posted as a guidance to the public.

But, how come they still wanted to hide from the public and surprisingly denied my motion just to publish their opinion? (see next page)

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 19-20419

IN THE MATTER OF: MINH VAN TRUONG; LE THI LE,

Debtors

TAN PHAN,

Appellant

v.

MINH VAN TRUONG; LE THI LE,

Appellees

Appeal from the United States District Court
for the Southern District of Texas

Before DAVIS, SMITH, and HIGGINSON, Circuit Judges.

PER CURIAM:

IT IS ORDERED that Appellant's motion to publish the opinion is
DENIED.

#4. Dumping my certiorari petition to Montana

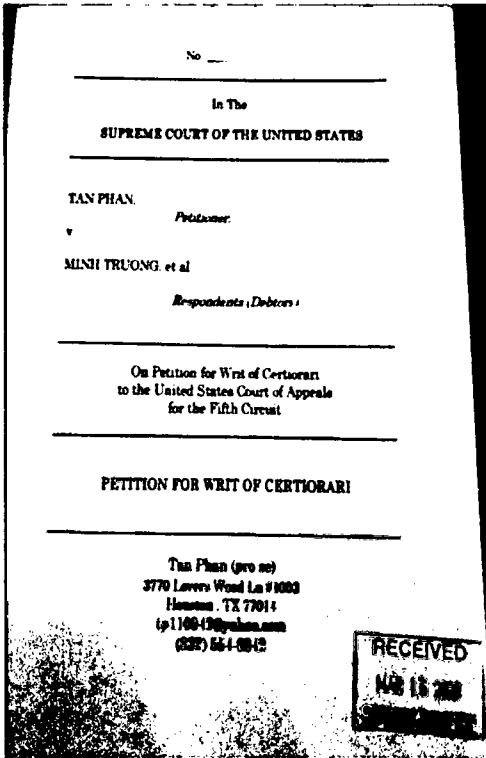
According to timestamp as we can see on the next page, Clerk's Office received my corrected Petition for Writ of Certiorari on March 16 2020, but it never been filed. It was held for several months, then it was eventually put in the same mailing package to be returned to an attorney in Montana. Her name is Tina Morin and her contact information can be found through docket search.

I've confirmed that we have different case analysts, so it can't be an error in mailing. And why another case analyst holding my petition for such a long time then dumping it out? There must be a fraud here.

Tina

← Tina

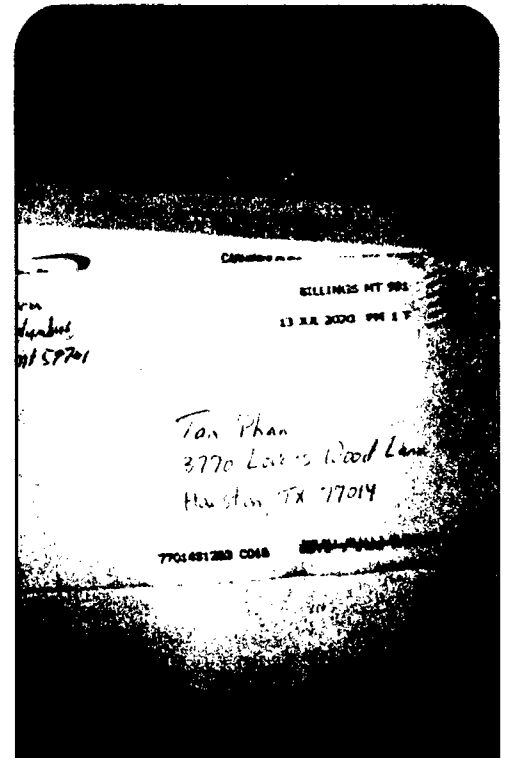
⋮



Jul 10, 3:32 PM

Yes, it was missing and now I just need the cashier check. Thanks again !!!

Jul 10, 3:37 PM



I just got it. Thank you so much !!!

Jul 16, 8:30 PM

Type a message



Type a message



CONCLUSION

I have more evidences regarding strange behavior of attorneys, State and County Courts however it's out of jurisdiction for this Court, so I will report to State Bar, State Commission on Judicial Conduct and/or the U.S. Department of Justice.

But, for the case at hand Supreme Court should grant my PETITION FOR REHEARING to eliminate corruption in the U.S. Federal Court System.

Date: October 26th, 2020

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tan Phan', with a long horizontal flourish extending to the right.

Tan Phan (pro se)
3770 Lovers Wood Ln #1003,
Houston, TX 77014
tp110942@yahoo.com
(832) 554-6642

No. 19-1354

SUPREME COURT OF THE UNITED STATES

TAN PHAN,

Petitioner,

v.

MINH TRUONG, et al

Respondents (Debtors).

CERTIFICATE OF COUNSEL

I certify that the foregoing PETITION FOR REHEARING is presented in good faith and not for delay. It is restricted to the grounds specified in 2019 Supreme Court Rule 44.2.

Date: October 26th , 2020



Tan Phan (pro se)

3770 Lovers Wood Ln #1003, Houston, TX 77014

tp110942@yahoo.com

(832) 554-6642