

19-1408

**ORIGINAL**

No. \_\_\_\_\_

In The

**SUPREME COURT OF THE UNITED STATES**

In re: JAMES COPPEDGE

Debtor

JAMES COPPEDGE AND KRISHA M. COPPEDGE

Petitioners

v.

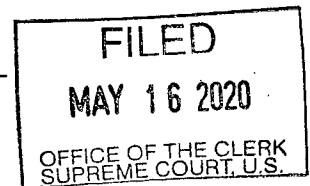
JANET Z. CHARLTON, ESQ.

Respondent

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**PETITION FOR WRIT OF CERTIORARI**

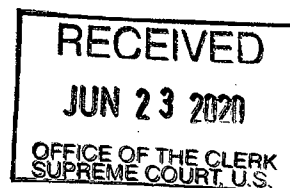
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On Appeal from the United States District Court  
For the District of Delaware  
(D.C. Civil Action No. 1-19-cv-01640)  
District Judge: Honorable Maryellen Noreika  
(Opinion filed: March 24, 2020)

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By: James Coppedge, and  
Krisha M. Coppedge, sui juris  
Authorized Representatives  
c/o 52 Barkley Court  
Dover, Delaware near [19904]  
Telephone No.: (302) 674-2535

## QUESTIONS PRESENTED FOR REVIEW

The questions presented for review are:

1. Whether the District Court review of the facial sufficiency of 42 USC § 1983 and § 1985 complaint below, Respondent's failure to state a claim within the meaning of 28 U.S.C. § 1291 ignored the requirements of FRCP Rule 12( c ) holding that "judgment will be granted if the pleadings demonstrate that the moving party is entitled to judgment as a matter of law." [See *Mixon v. Ohio*, 193 F.3d 389, 400 (6th Cir.1999). —immediately appealable collateral order; resulting in the failure to dismiss the case for the lack of both personal and subject matter jurisdiction, pursuant to FRCP Rule 12b(6)(1)(2)].
2. Whether the Third Circuit Court's review of the facial sufficiency of 15 U.S.C. § 1692(g) of the Fair Debt Collection Act complaint below ignored enforcing verification of the requirements of full disclosure, pursuant to Title 9 § 1,4. (False Claims), [ UCC 3-309(a)(1)(2), "If the NOTE was sold or transferred, the BANK lost its right to foreclosure.!" ]
3. Whether the Third Circuit Court review of the facial sufficiency of U.S. CONSTITUTION ARTICLE 1, § 10 complaint below ignored requirement of lower court demand payment of debts-at-law with silver and/or gold, when Congress suspended ARTICLE 1 § 10—due to U.S. Bankruptcy—and replaced it with "credit" and "Promissory Notes," pursuant to HJR-192 of June 5, 1933 failed to honor Secured Party Mortgage settlements.[ P.L. 73-10(48) Stat 112-113, U.C.C. 3-603, 3-604][See *MAYARD MEHL v. JOHN H. NORTON*, No. 31,338...]
4. Whether the District Court in the complaint below ignored Secured Party's Affidavit of Default and Dishonor against Respondent and denied, [*Dailey v. R. & J. Commercial Contracting*, 2002 WL 484988, at\*3 (S.D. Ohio 2002)(error for clerk to enter requested judgment involving punitive damages).]

**LIST OF PARTIES**

**PETITIONER:** James Coppedge and Krisha M. Coppedge are the Secured Party Creditors on behalf of the **CORPORATE ISSUES: JAMES COPPEDGE AND KRISHA M. COPPEDGE.**(1)Re: U.C.C. 1 Financing Statement: XXXX XXX1016. Date Filed: 10/17/2019.(J.C.). (2) U.C.C. 1 Financing Statement: # XXXX XXX3715. Dated Filed: 09/28/2018 (K.M.C.). State of Delaware.

**HONORABLE JUDGE B. L. SHANNON**

U.S. BANKRUPTCY COURT  
MICHAEL JOSEPH, ESQ. TRUSTEE  
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P.O BOX 1350  
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**HONORABLE JUDGE M. NOREIKA**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE  
844 N. KING STREET, UNIT 18  
WILMINGTON, DE 19801

**OFFICE OF THE CLERK**

U.S. COURT OF APPEALS  
FOR THE THIRD CIRCUIT  
21400 U.S. COUSEHOUSE  
601 MARKET STREET  
PHILADELPHIA, PA 19106

**Solicitor General of the United States,**

Room 5614, Department of Justice,  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530-0001

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**ORDERS BELOW**

U.S. Court of Appeals for the Third Circuit: OPINION, CA No.: 19-3384.

**STATEMENT OF JURISDICTION**

The only jurisdictional court [ARTICLE 111 § 2] that can hear matters of the People per the declared Supreme Law of the Land, the Constitution of the United States, and pursuant to the Delaware State Constitution, is a court that conforms to and functions of the Federal Constitution where all office officers of the court, including any attorneys and judges, are bound and abide by their required Oaths of Office and all laws pursuant to the Constitution are upheld including the Bill of Rights and all aspects of due process of law including, but not limited to, a trial by jury pursuant to Article VII specific to the Bill of Rights. Note: The lower courts (Article 1 Courts) lack jurisdiction to proceed but allowed Opposing Counsel to proceed. <sup>1</sup> Furthermore, due process in the right jurisdiction is required, pursuant to law. [See A court “cannot confer jurisdiction where none existed and cannot make a void proceeding valid.” [*Gowdy v. Baltimore and Ohio R.R. Company*.: 385 Ill. 86. 92, 52, N.E. 2d 255 (1943).] Only the Supreme Court has jurisdiction in this matter].

**CONSTITUTIONAL AND STATUTORY PROVISION AT ISSUE**

The underlying action was brought by the Petitioners pursuant to 42 U.S.C. § § 1983, 1985 which reads as follows:

Congress sought “to give a remedy to a party deprived of constitutional rights, privileges and immunities by an official’s abuse of his/her position.” <sup>2</sup> Accordingly, it authorized suits to redress deprivations of civil rights by person acting under color of any state statute, ordinance, regulation, custom, or usage.

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<sup>1</sup>[ *Johnson v. Zerbst*, 304 U.S. 458, 468. “If the Bill of Rights is not complied with, the court no longer has jurisdiction to proceed. The judgment... pronounced by a court without jurisdiction is void...” Also, FRCP Rule 12b(6)(1)(2)]

<sup>2</sup> *Monroe v. Pope*, 365 U.S. 167, 172 (1961).



42 U.S.C. 1985. The requirement of action under color of state laws means that the judicial Respondent(s) become liable for tortious acts they commit precisely because of their authority as judicial officers. Judicial Respondent(s) are state judicial officers sued in their individual capacities and are "persons."

### STATEMENT OF THE CASE

The Respondent(s) failed to provide Proof of Claim by affidavit of property ownership with supporting substantiating evidence pursuant to the Fair Debt Collection as stipulated as described as follows:

Originally, I have seen No evidence that the Original Promissory Note was Not our credit/ exemption that did not provided funds that purchased the property under consideration. Further, it is unlawful for any bank to lend its credit or to act as guarantor for another. A bank may lend its funds or assets, but not its credit. [See Title 12 U.S.C. § 24] Since the Opposing Counsels Kristi J. Doughty, Esq. and Janet Z. Charlton, Esq. had either acted on their own to file for foreclosure and/or its alleged clients, U.S. BANK, N.A. or SLS, Inc., who alleges its purchase of an extinguished alleged "DEBT", was in violation of law, and showed no evidence or proof of the alleged purchase, or of the validity of the alleged DEBT which perpetrates fraud and committed numerous crimes. It was the failure of the Opposing Counsel(s) to provide answers on the record for Interrogatories.

Opposing Counsel(s) have admitted by silence that they have transferred the alleged debt of the account by purchase of this dead account for recollection from U.S. BANK, N.A. to SLS, Inc., a Debt Collection Company. The Opposing Counsel(s) was negligent in the lack of Full Disclosure, pursuant to 15 U.S.C. § 1692(e), 1601, seq. et. in that U.S. BANK, N.A./SLS, LLC lost its right to foreclosure due to transfer, pursuant to **U.C.C. 3-309(a)(1)(A)(B)(2)(3(b))** "If the instrument was transferred, lost, stolen, or destroyed, one lost the right to foreclosure." There was NO ORDER TO DEMAND opposing Counsel to respond in accordance with the Fair Debt Collection Act. The negotiation was held in "bad faith" because there was no intent to affirm the credit to the account. The Secured Parties are the Holders-In-Due-Course by having provided (private) a nonnegotiable "Bill of Exchange to the United States Treasury....Exempt from Levy, pursuant to HJR-192.

We have seen no evidence that Opposing Counsels Doughty and Charlton have provided to us or the Court: (1) a certified copy to us of any and all bonds they are required to obtain by law. (2) a certified copy of the alleged contract or agreement that lawfully binds us to them or it as a one of the People of these united States, a Natural Person, (3) the agency or office which they alleged, are an ARTIFICIAL PERSONS as stipulated and have no jurisdiction over the living man/woman, the real parties of interest.

The lower courts decisions were based on misrepresentation of facts. Respondents operated under color of law and color of office. Respondent(s) failed to state a claim based on the Notices of Default and Dishonor on the record, pursuant to FRCP Rule 12(b)(6). In addition the Courts **admitted** lack of both Personal and Subject Matter Jurisdiction, pursuant to FRCP Rule 12(b)(1)(2) failed to dismiss the case in favor of the Secured Party

This request to Invoke Original jurisdiction Relief for the Petitioners to prevent Respondent(s) continued civil rights violations, fraud, harassment, and tortious interference of contract discrimination, and unlawful foreclosure attempts. The Petitioners are requesting the Supreme Court; therefore, to act on three (3) things:

1. Grant the Writ of Certiorari as requested to requested and described as follows: This is an emergency petition against the Respondents to Invoke Original jurisdiction Relief for the Petitioners to prevent their continued civil rights violations, fraud, harassment, and tortious interference of contract discrimination and unlawful foreclosure attempts
2. ORDER SLS, Inc. operating through U.S. BANK, N.A. cease and desist all actions against the Petitioners and their private property.
3. ORDER SLS, Inc. operating through U.S. BANK, N.A./SLS, Inc. to pay the Admiralty maritime claim, Monetary Judgment of \$900,000.00 U.S. D. it owes to the Petitioners for infringement, tortious interference— Mortgage Fraud.

### REASONS FOR GRANTING THE WRIT

. This presentment is an irrevocable Admiralty Maritime Claim on Contracts for which the High Court alone can resolve. The purpose of this Petition of Certiorari demonstrates an Extraordinary Petition for a Writ of Certiorari and Prohibition claim. This is an Emergency Petition against the RESPONDEND(S) to Invoke Original Jurisdiction and Injunctive Relief for violations, fraud, harassment, and tortious interference of Contract discrimination. The bias evidence shows that no other satisfactory relief can be acquired in any other form or from any other Court other than the Supreme Court.

The Petition for Certiorari should be granted due to Respondent(s) having put fraud upon the court by operating under color of law and color of office as third party debt collectors operating on their own behalf and interest in this manner. [See 42 USC § 1985, ] 3

The alleged Respondent(s) of U.S. BANK, N.A./SLS, LLC, has failed through alleged

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3 In re *Village of Willowbrook*, 37 Ill, App. 3d 393 (1962)]

Counsel to prove on the record that any notarized and valid contract or corporate resolution in binding Petitioners and alleged said Counsels Janet Z. Charlton and Kristi J. Doughty, Esq(s) in this matter, describing the specific lawfully granted scope, authorities, responsibilities, privileges, and any immunities thereto. 4

**I. ADMINISTRATIVE:**

- A. Respondent(s) "Failure to respond" is defined as, no response, inadequate response, response of any kind sent to any location other than directed. "Inadequate Response" is defined as, any response that is not point for point as required herein (each and every number), with specificity and sworn under pains and penalties of perjury in affidavit form.

**II. JUDICIAL :**

- B. RESPONDENT, BY FAILING TO RESPOND, OBJECT, MODIFY OR PROTEST IN SWORN AFFIDAVIT FORM UNDER PAINS AND PENALTIES OF PERJURY THEREBY AGREES THAT ALL OF THE FOLLOWING STATEMENTS ARE DEEMED ADMITTED INTO THE RECORD AND MAY BE AFFIRMED IN THE SUPREME COURT OF THE UNITED STATES AS BINDING EVIDENCE OF AGEEMENT. RESPONDEND ADMIT CONFESSION OF JUDGMENT IN THIS ACTION OR PROCEEDINGS DUE TO BREACH OF CONTRACT.
- C. WAIVER OF CLAIMS: Respondent's dishonor of the TENDER and failure or refusal to provide proof of claim, or proof of loss on two occasions during the administrative process and has been duly certified and filed into the public record under U.C.C. 3.
- D. SETTLEMENT CONTRACT: Respondents are bound by the terms and provisions of a certain Settlement Contract ("Contract") dated 04/03/2020 to which they knowingly and voluntarily agreed by silence, Non-Response, and Default and Dishonor.

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4 *Rundle v. DELAWARE & RARITAN CANAL COMPANY*, 55 U.S. 80, "A CORPORATION cannot sue or otherwise contend with a living natural man or woman."

F. United States in the form of Pre-paid Account Number. To all concern, this document is presented in good faith to affirm lawful settlement of all accounts.

### III. INTERROGATORIES

By Administrative Default and Dishonor, you failed to rebut the following, pursuant to UCC 3-501. The follow applies and stands as truth in commerce if not rebutted as stipulated and the party admits and acknowledges the following if no answer is provided under oath.

1. That Respondents admit that Respondents accept, concur, agree and **confess to all statements and claims** made herein by negation, Doctrine of Laches or simply remaining silent.
2. Respondents admit that **James Coppedge, et al** is a living breathing **Christian Man on the Land**, a real party in interest, foreign to Respondents' jurisdiction, and a Secured Party and paramount Creditor holding a perfected and paramount security interest in the Debtor, legal fiction STRAWMAN: JAMES COPPEDGE (UCC file #XXXX XXX1016).
3. Respondents admit that a certain agreement, hereinafter referred to as the "Settlement Agreement," was created by Respondents offers to contract with Claimant for the purpose of expanding funds under public policy and Claimant's acceptance for value of the said offers in their entirety.
4. Respondents admit that all words in the Settlement Agreement are as the Claimant understands them.
5. Respondents admit their **default on the Settlement Agreement** by failing to perform, pay or respond pursuant to the terms therein when the said default is certified by notary public or Great Seal.
6. Respondents admit that the Settlement Agreement, when Respondents' default is certified, does constitute a valid **security agreement** subject to the filing of a public financing statement or

other public notice of same, and agreement for a maritime lien to issue and perfect.

7. Respondent received a copy of the lawful negotiable instruments which settles the accounts and admits that Settlement Agreement, and admits that failure to cure the said default within twenty-one (21) days comprises Respondents' authorization for Claimant to enter judgment against Respondents without further notice.
8. Respondents admit that the Settlement Agreement, when Respondents' default is certified, does constitute an agreement between the parties and Respondents' admission, confession and stipulation of all terms, provisions, statement, claims and facts in this Settlement Agreement.
9. Respondents admit that no material facts are in dispute regarding the Settlement Agreement and all matters related thereto.
- 10 Respondents admit that no controversy exists regarding the Settlement Agreement and all matters related thereto.
- 11 Respondents admit that Respondents' default, when certified, comprises Respondents' waiver of all rights to object, refute, argue, controvert, appeal or raise a controversy regarding the Settlement Agreement and all matter related thereto.
- 12 Respondents admit that Respondents' default, when certified, comprises Respondents' waiver of all remedies, defenses and immunities at law, equity and admiralty regarding any actions which may be brought against Respondents regarding this matter and in perpetuity.
- 13 Respondents admit that Case ID: 19-3384, 19-1640, 17-12341 and all related, derivative and affiliated accounts are settled and closed to a zero Dollars (\$-0-) Final Closing Balance pursuant to Claimant' tenders of consideration by having accepted for value all of Respondents' offers listed whether or not listed herein, and having made due presentment of all necessary authority and instruments to effect set-off, settlement and closure.

- 14 Respondents admit that their failure to cure their default within twenty-one (21) days when certified comprises Respondents' agreement that Claimant has stated a claim upon which relief can be granted.
- 15 Respondents admit that their failure to cure their default within twenty-one (21) days when certified comprises Respondents' consent to the filing of a maritime lien, judgment lien, labor lien, UCC Financing Statements and /or other public notice in which Respondents are named jointly and severally as Debtors, Holders In Due Course, Debtors in Possession, and /or liable parties solely at Claimant's discretion, and to be publicly designated as same pursuant to the terms of the Contract.
- 16 Respondents admit that their failure to cure their default within twenty-one (21) days when certified comprises Respondents' consent TO ACCEPT ALL LAWFUL REMEDIES IN THE CAPACITY OF Debtor, Defendant, Libelee, 3<sup>rd</sup> Party Defendant, 3<sup>rd</sup> Party Libelee and other *personnae designate*.
- 17 Respondents admit that James Coppedge and Krisha M. Coppedge have standing to intervene in all matters related to the Settlement Agreement and his collateral, legal fiction JAMES COPPEDGE, et al.
- 18 Respondents admit that James Coppedge or Krisha M. Coppedge have not volunteered to submit to the jurisdiction of the United States, its agents or subdivisions, or any particular political, judicial or administrative jurisdiction other than the Kingdom of God.
- 19 Respondents admit that James Coppedge and Krisha M. Coppedge are not now nor have Claimants ever been a legal fiction entity, ens legis, artificial person, 14<sup>th</sup> Amendment person, individual, United States person, commercial strawman, U.S. vessel or trust co-party organization, bar ATTORNEY, RESIDENT, SUBJECT, CITIZEN OF Washington, D.C., or any other legal fiction, juristic personality, or subject to any such artificial jurisdiction; nor a beneficiary, surety, liable party, business partner or fiduciary debtor for any legal fiction entity, or a number created by any corporation, State or government, and has never knowingly, willingly and for certain and fair

and has never knowingly, willingly and for certain and fair consideration entered into any contract that would contradict Claimants' natural status as Secured Parties.

- 20** Respondents admit that Claimants' collateral, legal fiction JAMES COPPEDGE, or Krisha M. Coppedge are a United States vessel and therefore an agency and sub corporation thereof and **distinct from the aforesaid Christian Man and Woman.**
- 21** Respondents admit that Respondents give, **by remaining silent, unlimited power of attorney** to sign for and execute for Respondent regarding enforcement of Respondents' obligations under the Settlement Agreement.
- 23** Respondents admit that their failure to cure their default within twenty-one (21) days comprises Respondents' authorization to Claimant to secure the immediate release of all liens, levies, distraint, restraint against legal fiction JAMES COPPEDGE and KRISHA M. COPPEDGE and Claims' property, collateral, interests and liberty in this matter by way of a Self-executing Power of Attorney, Certificate of Subordination, Certificate of Discharge, U.C.C. -3 Termination, or any other lawful instruments, notices, process and procedures which, in Claimant's sole discretion, would achieve Respondents' compliance with the Settlement Agreement.
- 24** Respondents admit that the United States, the State of Delaware, and all subdivisions thereof are fictions operating for profit and gain and do not exist naturally.
- 25** Respondents admit that upon certification, the Settlement Agreement is in international commerce and is a maritime contract whereby admiralty law is the proper jurisdiction at the discretion of Claimant.
- 26** Respondents admit that where a default exists and is followed by a hostile presentment by Respondents, either written or oral, it is a criminal act and a trespass.

- 27 Respondents admit that Respondents understand and confess acceptance of the legal maxim of *qui tacet consentire videtur*. Silence is agreement.
- 28 Respondents admit that any answer by Respondents which lacks verification, or fails to rebut each and every point, or is undertaken under cover of a fictional veil of "liability" is insincere, without merit or integrity, and comprises Respondents' admission of all facts and points herein.
- 29 Respondents admit that the United States, the State of Delaware, and all subdivisions thereof are fictions operating for profit and gain and do not exist naturally; and that only the Holy Scriptures are truth and superior to all fictional law. {Psalm 14:1-3}
- 30 Respondents admit the lawful execution of this administrative process, exhibit evidence, to **present a specific verified response in affidavit form**, or request additional time to respond.
- 31 Respondents admit that upon Respondents default, when certified, the record as stated above stands as truth in commerce, and has not been rebutted by affidavit point for point, Failure to rebut, each and every point is deemed an admission of all points herein.

**Respondent admits and acknowledges our truth in commerce if no answer is provided or rebutted under oath.**

Under the color of law and the color of office the Opposing counsel's alleged presentments of evidence was without substantiating proof of claim and was false and the ruling prejudicial due to their putting fraud upon the court. 5.

"Relief from a judgment or order may also be granted where the circumstances justifying the ruling have changed, such as (1) when the judgment is satisfied, released, 6

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5 [See *Concord Boat Corp v. Brunswick Corp.*, 207 F. 3 1039, 057 (8<sup>th</sup> cir.2000); *Becker v. ARCO Chem. Co.*, 207 F.3d 176, 180 (3d Cir .2000); *Costantio v. David M. Herzog, M.D.*, P.C. 203 F.3d 164, 174 (2d Cir.2000).]

6 *Cheney v. United States District Court* 542 U.S. 367, 380 (2004) (citation omitted).]



**32 Respondents admit that NO party is required to pay or discharge an obligation more than once.**

**Reason #1.** The Motion for **Full Disclosure** was ignored by feeding the court with unsubstantiated claims without affidavits of proof of claim. Respondent admits that you, as a third party Debt Collector, caused tortious interference in blocking **the Mechanics Lien** against our private property: Mortgage Record 3596, Page 43, Parcel # 4-03-046.02-07-2600-00001 in Kent County—State, Bankruptcy and District Courts. . [Corpus Juris Secundum 7 § 4]

**FRCP Rule 60(b) 5-Changed Circumstances** applies in this matter because Mortgage Fraud and Debt Discharge. See Proof of Claim below.

**Reason #2.** The original lending institution No longer has any capitol at risk. The alleged lending institution did not enter into the court record, the **original “NOTE”** and the original “Mortgage” document as of the date the Complaint or Counter complaint was filed. The alleged lending institution (U.S. BANK, N.A./SLS, Inc.) failed to file an **affidavit of ownership**, which identifies in this case the Petitioners or Counterclaimants as the “Real Parties of Interest.”[See 14<sup>th</sup> Amendment, FRCP Rule 17(a)]

**Reason #3. R.I.C.O. CONSPIRACY AGAINST THE PETITIONERS: TITLE 42 SECTION 1983, 18 U.S.C.A § 1962(c), the Collection of an Unlawful Debt.** When the lending institution SOLD the “NOTE” and the “MORTGAGE”, they stopped being the “Real Party in Interest” but we the Secured Parties are the “Real Parties of Interest” [See UCC 3-603; 3-604; 3-309(a)(1); FRCP Rule 17(a), Real Party of Interest.] Respondent(s) failed to file the lawful requirements for “STANDING.” Without “STANDING” No lawsuit.

This emergency petition for **Writ of Certiorari** for review is due to unlawful foreclosure petitions, and Mortgage Fraud, pursuant to FRCP Rule 60(b)4—Void Judgment... because... **“the court lacked jurisdiction over the subject matter and lacked personal jurisdiction over the parties. 7.**

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7. [See *Aguiar-Carrasquillo v. Agosto-Alcea*, 445 F.3d 19,28 (1<sup>st</sup> Cir.2006), *Grace v. Bank Leui Trust Co.*, 443 F.3d 180, 193 (d Cir. 2006); *Wendt v. Leonard*, 431 f.3d, 410, 412,-13 (4<sup>th</sup> Cir 2005); *Callon Petroleum Co., v. Frontier Ins. Co.*, 351 F.3d 204, 208 (5<sup>th</sup> Cir.203); *Burke v. Smith*, 252 f.3d 1260, 1263 (11<sup>th</sup> cir.2001); *Robinson Eng'g Co. Pension Plan & trust v. George*, 223 F.3d 445 (7<sup>th</sup> Cir.2000.

**Reason #4. Redressability**—that the judgment does not make the alleged injured party whole. Consideration—means “something of value”. There was nothing of value from the BANK. Respondent(s) failed to show that our credit was not the source of the funds. Respondents provided no proof of claim of “Standing.” Without “STANDING” No lawsuit.

**Opposing Counsels failed to dispute this claim by affidavit in part or in whole, as stipulated above and below.**

...“a judgment is deemed “void” only if the exercise of jurisdiction is “egregious” and represents a “clear usurpation of power”, where no arguable ground for jurisdiction existed.<sup>8</sup>

Hence the lawsuit should not have been permitted to go forward. (1) There was no injury in fact listed. (2) Causality-Petitioners did not create an injury-in-fact to the Respondent or Bank. This Motion for relief is based on extraordinary circumstances of fraud operating under color of law and color of office, pursuant to 42 U.S.C. § 1985.. 9.

### CONCLUSION

**WHEREFORE**, the respondent(s) failed to answer the Interrogatories and make available for viewing and copying the documents, evidence and records requested herein or provide truth and correct copies of same to Claimant at the address indicated below as stipulated, and all affiliated accounts regardless of assigned numbers regarding legal fiction JAMES COPPEDGE, DEBTOR © Ens legis, and KRISHA M. COPPEDGE, DEBTOR © Ens legis.

CONSEQUENTLY, James and Krisha M. Coppedge, we are living, breathing, natural born, free people on the soil, one of the People of these united States, all rights are explicitly reserved. Petitioners by special appearance challenged the jurisdiction of the “lower COURTS”, with claiming all of our unlimited, inherent, unalienable, God given rights protected and secured by and through the Federal Constitution and the Constitution of the State of Delaware, and with our names lawfully and property spelled only in upper and lower case letters, herby respectfully make this Appeal to grant this Petition. 10

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<sup>8</sup> ... *Gonzalez v. Crosby*, 545 U.S. 524, 125, S.Ct. 2641, 2649, 162 L. Ed 2d 480 (2005)

<sup>9</sup> [See *Days Inns Worldwide, Inc. v. Patel*, 445 F.3d 899, 906-08 (6<sup>th</sup> Cir.2006) (*distinguishing between void ab initio and voidable*); and *Wendt v. Leonard*, 431 F.3d 410, 412-13 (4<sup>th</sup> Cir.2005); *Central Vermont Pub. Serv. Corp v. Herbert*,

<sup>10</sup> [See e.g., *Gonzalez v. Crosby*, 545 U.S. 524,-,125 s.Ct. 2641,2649, 162 L.Ed 2d 480 (2005); *Latshaw v. Trainer Wortham & Co.*, 452 F.3d 1097, 1102 (9<sup>th</sup> Cir.2006); *Hesling v. CSX TRANSP., Inc.*, 396 F.3d 632, 642 (5<sup>th</sup> cir.2005); *Old Republic Ins. Co. v. Pacific Fin. Servs. of America, Inc.*, 301 f.3d 54, 59 (2d cir.2002); *Coltec Indus., Inc. v. Hobgood*, 280 F.3d 262, 273 (3d Cir.2002

Failure to cancel Unlawful Sheriff Sale is a direct violation of Title 9-609, 42 U.S.C. § § 1983 & 1985, P.L. 73-10 (48) STAT 112-113. WFHM, Inc.: Account No.: 106 Loan No.: 1317007763: Dated: July/2014: Paid/Closed. AHMSI Loan No.: 0031616758: Dated: 06/29/2009: Paid-In-Full. Filed: Kent County Certified Notice of Settlement: Doc.# 2011-4282 is dated 12/20/2011: AHMSI. Petitioners have exercised the remedy to keep possession of private property. **11**

The Petitioners pray that this Extraordinary Petition for Writ of Certiorari and Prohibition Invoking Original Jurisdiction and Injunctive Relief be GRANTED!

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**11** [See *Cooper v. Aaron*, 358 U.S. CT. 1401, 3 l. Ed. 2d 5 (1958) ] “State government officials are bound to comply with Supreme Court rulings and court orders based upon the Supreme Court’s interpretation of the Constitution. The United States Constitution is the supreme law of the land per the Supremacy Clause of Article VI. In *Marbury v. Madison*, the federal judiciary was declared the supreme authority with respect to Constitutional interpretation. *Marbury v. Madison* has been respected by this Court and the nation as a permanent and indispensable component of the American constitution system of government.”

