

No. 19-1408

In The

SUPREME COURT OF THE UNITED STATES

JANET Z. CHARLTON, ESQ FOR

U.S. BANK, N.A., PLAINTIFF

VS.

In re: JAMES COPPEDGE, ET AL

DEFENDANT(S)/ DEBTOR, © Ens legis

James Coppedge, et ux:

Third Party Plaintiffs

Vs.

Janet Z. Charlton, Esq. for U.S. BANK, N.A.

Third Party Defendants

PETITION FOR REHEARING OF

WRIT OF CERTIORARI:

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)

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

Date: 10/30/2020

11/2/2020

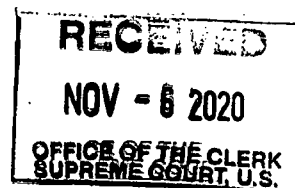


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DEFAULT

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° U.S. BANKRUPTCY COURT DE UCC 3 DISCHARGED

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.

**To: Superior Respondent:
President Donald J. Trump**

**Office of the Clerk
UNITED STATES SUPREME COURT
1 FIRST STREET, N.E.
WASHINGTON, D.C. 20543**

**White House
1600 Pennsylvania Avenue N.W.
Washington, D.C. 20500**

**HONORABLE JUDGE B. L. SHANNON
U.S. BANKRUPTCY COURT
MICHAEL JOSEPH, ESQ. TRUSTEE
824 MARKET STEET, SUITE 1002
P.O BOX 1350
WILMINGTON, DE 19899-1350**

**JANET Z. CHARLTON, ESQ.
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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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IN THE SUPREME COURT OF THE UNITED STATES

OFFICE OF THE CLERK

WASHINGTON, D.C. 20543-0001

JANET Z. CHARLTON, ESQ. FOR)
US BANK, NA, PLAINTIFF)
VS.) CASE # 19-1408

JAMES COPPEDGE, DEFENDANT)

James Coppedge, et ux. Third Party Plaintiff) IN ADMIRALTY
) sui juris
Vs.)

Janet Z. Charlton, Esq., Third Party Defendants) FRCP Rule 12(b)(1)(2), 60(b)5
U.S. BANK, N.A.) 9(h), 42 USC § 1983,
15 USC § 1692(e)(g)

Psalms 133

**PETITION FOR REHEARING OF DENIAL OF WRIT OF CERTIORARI
OR EXTRAORDINARY CONTROLLING EFFECT OF INTERVENING
CIRCUMSTANCES OMITTED IN CONSIDERATION TO VACATE A VOID
JUDGMENT ON GROUNDS OF INTERVENING CIRCUMSTANCES OR
OTHER SUBSTANTIAL GROUNDS NOT PREVIOUSLY PRESENTED.**

Dear Scott S. Harris, Clerk:

INTRODUCTION

The petition for rehearing in the above entitled case is in compliance with Rule 44 of the Rules of this Court. This petition states briefly and distinctly its grounds and is accompanied by a certificate stating that the grounds are limited to intervening circumstances of substantial or controlling effect or to other substantial grounds not previously presented; wherein the constitutionality of any Act of Congress affecting the public interest is drawn in question. In short, this petition calls for a **Declaration of "Quiet Title."** The affidavit of Status and Constructive Legal Notice has been perfected by U.C.C. 3, UCC Financing Statement Amendment. Theses matters were not addressed. [See Attachments].

QUESTIONS OF THE CONSTITUTIONALITY OF AN ACT OF CONGRESS

AFFIDAVIT OF NEGATIVE AVERMENT

28 U.S.C. §2403(a), HJR-192 OF JUNE 5, 1933, P.L. 73-10(48) Stat 112-113

IN CONSIDERATION OF U.S. CONSTITUTION ARTICLE 1, § 10.

This petition for rehearing of the Writ of Certiorari is necessary because on and for the record and let the record show the Revocation of any presumed Power of Attorney, the court, the judge, or alleged Opposing Counsel Representative: Charlton with U.S. BANK, N.A., or the clerk **presumes** to have over me, the Secured Party Creditor is **revoked and filed in writing, additionally, the following:**

- (1) The Clerk failed to consider the fact this is an Admiralty Claim under Rule 9(h), and HJR-192 and P.L. 73-10 (48) Stat 112-113, UCC 1-103, 1-308.
- (2) The Clerk failed compel the defendant to validate the claim by affidavit of ownership, pursuant to FRCP Rule 12(b)(6)(1)(2), 60(b)(4,5).
- (3) The Clerk failed to the notice of international commercial claim within the admiralty ab initio ADMINISTRATIVE REMEDY [28 U.S.C. §1333, §1337, §2461, and 2463]
- (4) The Clerk failed to recognize James Coppedge as the Real Party of Interest under Rule 17(a).
- (5) The Clerk failed to recognize that as Secured Party Creditor that the credit belonging to the Mortgage belongs to the living man.
- (6) The Clerk failed to recognize that JAMES COPPEDGE is not the DEBTOR ©Ens legis, but that James Coppedge is the Authorized Representative of the CORPORATE ISSUE: JAMES COPPEDGE. An ARTIFICIAL ENTITY: US BANK, NA cannot sue a "living man or woman." He is a breathing, national born, free man in the land of the Republic, {if we can keep it}.

The Clerk of Court failed to recognize that to sue a living man or woman, namely, James Coppedge is wrongfully achieved under Deprivation of Rights in violation of 42 USC 1983, 1985, under "color of law and color of office." This is conspiracy to interfere with my civil rights; namely, the 4th Amendment of the U.S. CONSTITUTION, and the infringements caused injury therefrom pursuant to 28 USC, 42 USC § 1983, AND 18 USC § 241-242 at a minium.

- (7) The Clerk failed to consider that as sui juris, I am appearing by special visitation and not generally.
- (8) The alleged debt had been tendered for discharged several times as the record indicates but no one cared to check the record for validation or previously discharged set-offs.
- (9) That I am standing in my unlimited commercial liability as a Secured Party Creditor who is the trustee and beneficiary and executor of the account, my exemption which has been reclaimed by UCC 1.

- (10) That **no contract or agreement, as demanded**, that lawfully binds me as a one of the People of these united States, a Natural Person, to the agency: U.S. BANK, N.A. or the opposing Counsel Charlton or office which Opposing Counsel Charlton alleged to represent, an ARTIFICIAL PERSON.

These factors were obviously omitted, and they have not be considered in the initial review of my case, which had it been considered, without bias, the case should have been ruled in my favor.

For example: **STATEMENT OF JURISDICTIONAL NOTICE**

The only jurisdictional court that can hear matters of the People per the declared Supreme Law of the Land is an ARTICLE III § 2 Court. The Delaware State Constitution conforms to and functions of the Federal Constitution where all officers of the Court are bound by and abide by their Oaths of Office....Therefore the refusal for fraud is due to the lack of jurisdiction—jurisdiction is hereby challenged. Furthermore, due to the revocation of presumed POWER OF ATTORNEY the lower courts do not have any authority in matters of Equity—this proceeding is estoppeled.

COMES NOW James Coppedge, Third Party Plaintiff, living, breathing, natural born, a free man on the soil, Sovereign American Citizens, sui juris, and by special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by the: The Saving to the Suitors Clause” at USC 28-1333(1). I am standing in my unlimited commercial liability as a Secured party Creditor and request that the Third Party Defendant do the same, and waive all of his immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by he precedent set by *Haines vs. Kerner* at 404 U.S. 519. As Third Party Plaintiff-In-Error, with and claiming all of his 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 his names lawfully and properly spelled only upper and lower case letters, who have challenged the jurisdiction of this court, hereby respectfully move this Honorable Court to grant the relief from **judgment** in this matter because of the following truthful, valid, and lawful reasons in support thereof, which include, but are not limited to, the following: *[A court “cannot confer jurisdiction where none existed and cannot make a void proceeding valid.” Gowdy v. Baltimore and Ohio R.R. Company.: 385 III. 86, 92, 52 N.E. 2d 255 (1943).*

“Indeed, no more than (affidavits) is necessary to make the Prima facie case.” *United States v. Kis.* 658 F.2nd, 526 536 (7th Cir. 1981); Cert Denied. 50 U.S. L.W. 1169; S. Ct. March 1, 1982

STATEMENT OF THE CASE

The petition for writ of certiorari for extraordinary circumstances was in fact accepted and return for value upon proof of claim that the attorney representing the US BANK, NA, or its Attorney Charlton, et al, was not qualify by oath, standing, or Bond to defend this claim in the Supreme Court of the United States, of which I have seen no evidence put forth. In times like these “wrong is enforced as right” and “right is enforced as wrong.” This is wrong and the unlawful principle of wrong vs right **threatens my case** and the Nation.

- (11) The Clerk of Court failed to consider my Denial of Corporate Existence in the record.
- (12) The clerk of Court failed to consider my Affidavit of Truth in the record.
- (13) The Clerk of Court failed to consider my Affidavit of Status of James Coppedge on file in Federal District Court, for the District of Delaware.
- (14) Finally, the Clerk of Court failed to consider the negotiable instruments submitted to District Court which should have been used to not only for the Court’s Del. Rule 62, but also for the discharge any alleged debt claimed by U.S. BANK, N.A. against the DEBTOR without controversy. In the lower Courts, the Clerk of Court and Judges BLS and MN are trustees of an exlpress trust; and a party authorized bh statutes hold position as the Fiduciary Trustee to discharge or cancel the debt as required to theses Public Law 1, 48 stat 1 (H.R. 1491), P.L. 10, Ch 48, 48 stat 112 (HJR 192), P.L. 73-10, 48 stat 31, and P.L. 91, 40 stat 411 of Oct 6, 1917. The Defendants have failed to comply with the public law, codes, rules and regulations and policies. Such as violations under Title 31, Money and Finances, under section 3729; False Claims, N.C. Securities Act & Investment Advisors Act N.C.G.S. 78A (used as “full faith and credit”), and 18 U.S.C. § 1956. This is a dishonor of office and violation and breach of Trust of Public Law 1, 48 stat 1, (H.R.1491), P.L. 10, Ch stat 48, 48 stat 112 (HJR 192), P.L. 73-10, 48 stat 31, and Public Law 91, 40 stat 411 of Oct 6, 1917.
- (15)

The attachments serve as Proof of Claim that the account has been tendered privately for discharged several times, but the “living man’s credit” was omitted wrongfully by the Courts and the Attorneys under 15 USC § 1692, the Fair Debt Collection Act.

STATEMENT OF FACTS

The Authority presented OMITTED in the decsion was the Executive Order HJR-192 of June 5, 1933 and Publie Law 73-10 (48) Stat 112-113 in consideration of the U.S.

CONSTITUTION ARTICLE 1, SECTION 10. The claim was accepted for value and returned

for value in exchange for settlement and closure of the accounts but it was rejected without any explanation or legal documentation to support the Court's Dismissal.

Further, 28 U.S. Code § 1361 gave federal district courts "original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the Third Party Plaintiff." The Court has jurisdiction to enforce this Rule, if it desires to do so, also under 28 U.S.C. §§ 1251(b)(3), 1251(a). No action was taken on my behalf.

AS TO COUNT 1: I, James : Coppedge, the Third Party Plaintiff, Secured party Creditor, a Natural man cred by God, Demand that Janet Z. Charlton, Esq., Third Party Defendant produce her proof of claim. No full disclosure was demanded to present and inspect the "Original Mortgage Note", with wet ink signatures, along with the Title Page that shows whether or not the mortgage has been satisfied. The record indicates that the U.S. BANK, NA, the alleged Mortgage Holder sold the original note and failed to give credit to my account. This is not was created on my credit, and signature, and was not an asset of U.S. BANK, NA. Therefore, U.S. BANK, NA has not been damaged as claimed and has no legal right to a claim of foreclosure. As you well know, Proof of Claim must be established by law. Only the Original Mortgage Note will be accepted as proof of claim, not a COPY. If Charlton has the Original Mortgage Note, let it be brought forth and offer her Proof of Claim for my inspection. It is obvious that Charlton does not have the lawful Proof of Claim, neither can it be found, and there is no evidence to the contrary. This is dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.[18 USCA § 1962(c), the unlawful collection of debt. The Third Party Defendants were given leave to engage in **Plausible Deniability** to operate under "color of law and color of office in the **bypass** of "full Disclosure of the Accounting." [See 42 USC 1983, 1985]

AS TO COUNT 2: I, James : Coppedge, tendered a lawful note to US BANK, NA through the U.S. BANKRUPTCY COURT by U.C.C. 3.to settle this debt again. Charlton and U.S. BANK, NA, et al, have chosen to dishonor my lawful Note and has refused to zero the account. Lawful Money no longer is available for payment of debt-at-law in our economic system. [HJR-192]. Notes are considered legal tender for debts according to the Code as indicated herein. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy. There has been no evidence to the contrary. Based on the above evidence a rehearing must be authorized and ruled in favor of the Third Party Plaintiff.

This petition seeks to appeal the ORDER to Dismiss and to Correct the error of Mortgage Foreclosure Fraud, pursuant to 18 USCA § 1962 (c), Collection of Unlawful Debt, 18 USC Chapter 42, § 894, Theft of Credit, Chapter 47, § 661, Extortion, 42 USC § 1983, 1985, Deprivation of Rights, UCC 1-308, 1-103, which is a matter of law on its merits, pursuant to FRCP Rule 60(b) 4—Void Judgment: court lacked both personal and subject matter jurisdiction under FRCP Rule 12b(6)(1)(2). [See *Grace v. Bank Leumi Trust Co.*, 443 F.3d 180, 193 (2d Cir.2006); *Wendt v. Leonard*, 431 F.3d 410, 412-13 (rth Cir. 2005);...]

OPPORTUNITY TO CURE

The Third Party Defendant has 14 calendar days to cure his Dishonor by the following:

1. Dismiss any and all claims against the Third Party Plaintiff, with prejudice and change the Bankruptcy from dismissed to Discharged

2. The Third Party Defendants failed to Prove its Claim, pay all damages to make the Secured Party whole, with all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFRA FUNDS, etc. as needed to satisfy counterclaim herein OR,
3. The Third Party Defendants failed to Prove its claim against me by providing me with lawfully documented evidence (Original Promissory Note) as stipulated that is certified true and correct, by any other Officers of the Court in their unlimited commercial liability while under Oath, on and for the Official Record, under penalties of the law including Perjury. Incomplete answers and /or lack of documented evidence as stipulated as outlined herein, within 14 calendar days, this will be Default. Non Response will be a Self-Executing Confession of Judgment by Judge Shannon, Defendant, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty.

COUNTERCLAIM

The following damages have been assessed against the Third Party Defendants who fail to meet the requirements as provided in this opportunity to cure contained herein:

1. Failure to sate a claim upon which relief can be granted \$75,000.00 USD.
2. Failure to respond as outlined herein \$75,000.00 USD.
3. Default by non- response or incomplete response \$75,000.00 USD.
4. Dishonor in commerce \$75,000.00 USD
5. Fraud, \$75,000.00 USD.

6. Theft of Credit, \$75,000.00 USD.
7. Racketeering: \$75,000.00 USD.
8. Failure to Credit the Account: \$75,000.00 USD.

Total: \$600,000.00 USD

The Clerk of Court is petitioned to correct the error of the lower courts, due to its bias, and the record must be corrected under common law, pursuant to :

**UCC 3-501 / C.R.S. 4-3-501 DEMAND AND ORDER
FOR CEASE AND DESIST:**

Please reconsider the following case based on evidence presented: What causes the "Disqualification of lower Courts Judges?" Federal law requires the automatic disqualification of a Federal judge under certain circumstances.

In 1994, the U.S. Supreme Court held that "Disqualification is required if an objective observer would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. *Liteky v. U.S.*, 114 S.Ct. 1147, 1162 (1994). Courts have repeatedly held that positive proof of the partiality of a judge is not a requirement, only the appearance of partiality. *Liljeberg v. Health Services Acquisition Corp.*, 486.

The Lower Courts denied access to full disclosure, a major error which indicates fraud upon the Court for failure to discharge the debt under Public Law as stated above and below:

**"Fraud On The Court By An Officer Of The Court" And "Disqualification Of
Judges, State and Federal"**

1. Who is an "officer of the court"?
2. What is "fraud on the court"? 3. What effect does an act of "fraud upon the court" have upon the court proceeding? 4. What causes the "Disqualification of Lower Court Judges?"
1. Who is an "officer of the court"?

The lower court judges are officers of the court, as well as are all attorneys. A state judge is a state judicial officer, paid by the State to act impartially and lawfully. A federal judge is a federal judicial officer, paid by the federal government to act impartially and lawfully. State and federal attorneys fall into the same general category and must meet the same requirements. A judge is not the court. *People v. Zajic*, 88 Ill.App.3d 477, 410 N.E.2d 626 (1980).

2. What is **"fraud on the court"**?

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in **"fraud upon the court"**. In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted." "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." *Kenner v. C.I.R.*, 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

3. What effect does an act of **"fraud upon the court"** have upon the court proceeding?

"Fraud upon the court" makes void the orders and judgments of that court.

It is also clear and well-settled Illinois law that any attempt to commit "fraud upon the court" vitiates the entire proceeding. The People of the State of *Illinois v. Fred E. Sterling*, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); *Allen F. Moore v. Stanley F. Sievers*, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); In re *Village of Willowbrook*, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); *Dunham v. Dunham*, 57 Ill.App. 475 (1894), affirmed 162 Ill. 589 (1896); *Skelly Oil Co. v. Universal Oil Products Co.*, 338 Ill.App. 79, 86 N.E.2d 875, 883-4 (1949); *Thomas Stasel v. The American Home Security Corporation*, 362 Ill. 350; 199 N.E. 798 (1935). Under Illinois and Federal law, when any officer of the court has committed "**fraud upon the court**", the orders and judgment of that court are void, of no legal force or effect.

ARGUMENT

Because the Agent of U.S. BANK, N.A. sold the Original Promissory Note to SLS, LLC and Charlton did not consider this matter in her decision to drop the case, the error of bias and incorrect judgment are called into question. Therefore, U.S. BANK, N.A. cannot legally enforce the instrument as a **Third Party Debt Collector because 18 USCA §1962(c); pursuant to UCC 3-309(a) (2) forbids it: "If the bank is suing to enforce a NOTE and foreclose on property, if the bank sold (transferred) the NOTE, the bank lost the right to enforce the NOTE as a holder."** It was also unlawful for Charlton to ignore UCC 3-309(a)(2) above. Moreover, Court was wrong /in error to allow to the enforcement of an unlawful instrument without any Proof of Claim of Title Ownership as to the Holder-In-Due-Course with the Original

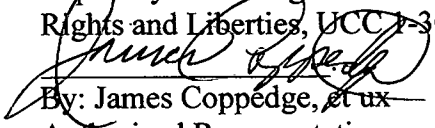
wet-Ink Promissory Note. This is in light of the overwhelming evidence presented to the Court in support of the Secured Party Creditor 's unrebutted affidavits on the record.

CONCLUSION

WHEREFORE, without (1) Proof of Claim of Title Ownership (2) Proof of Claim of possession of the original we-ink NOTE or (3) Proof of Claim of authentic and valid assignment of the rights of the holder of the original wet-ink NOTE, NO foreclosure action can be sustained when confronted with the absence of the NOTE. Therefore based on the foregoing proofs of claim that Charlton was in error and lack both personal and subjection matter jurisdiction to grant the Motion to unlawfully Proceed with the Sheriff's Sale. Because Charlton did not have the legal authority to enforce the instrument, and since there was NO original wet-ink NOTE presented the Court as evidence of Title Ownership as required by law.[UCC 3-309(a)(1)(2)], therefore full disclosure has been unlawfully denied. There was No proof of claim and no consent to foreclose.

The Third Party Plaintiff: James Coppedge is appealing directly to the U.S. SUPREME COURT seeking a relief compelling Charlton to correct her earlier mistake of NOT crediting the account to U.S BANK, NA, Charlton's Home Title Theft of said property is in violation of 18 USC Chapter 42, § 894, Theft of Credit, and Chapter 47 § 661, Extortion, and deprivation of 4th Amendment. The Clerk of Court is petitioned to **affirm** the ORDER for the Writ of Certiorari.

Respectfully submitted, Without Prejudice,
Expressly Reserving All Inherent
Rights and Liberties, UCC 3-308


By: James Coppedge, et ux
Authorized Representative,
Secured Party Creditor
c/o 52 Barkley Court
Dover, Delaware 19904
Re: UCC 1- 2009 049 1016 (Con'd)

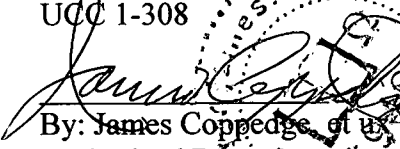
01/30/2020

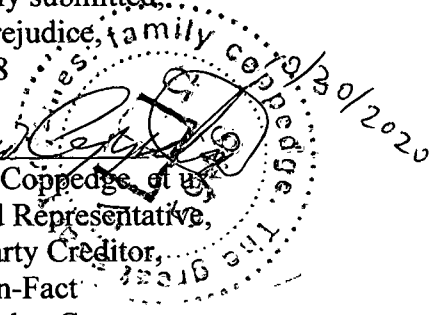
Please see Attachments Proof of Claim.

A CONSTRUCTIVE LEGAL NOTICE OF CERTIFICATION STATEMENT

I, the undersigned, certify that the foregoing Petition for Rehearing is presented in good faith and not for delay of denial of the Writ of Certiorari, but for the presentment of the "truth in discovery" which has been omitted or denied in the lower courts, and which counsels were permitted to operate against me unlawfully under color of law and color of office. Wherefore, under a **Quiet Title Action**, Secured Party Creditor petitioned a Constitutional Common Law Court.

Respectfully submitted,
Without Prejudice,
UCC 1-308

By:  James Coppedge, of us,
Authorized Representative,
Secured Party Creditor,
Attorney-In-Fact
c/o 52 Barkley Court
Dover, Delaware 19904



**Additional material
from this filing is
available in the
Clerk's Office.**