

No. 20-153

Supreme Court of the United
States

JOE BLESSETT, PETITIONER
v.
TEXAS OFFICE OF THE ATTORNEY GENERAL
GALVESTON COUNTY CHILD SUPPORT
ENFORCEMENT DIVISION,
CITY OF GALVESTON, RESPONDENT'S



*ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF
APPEALS
FOR THE FIFTH CIRCUIT*

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

1. Did U.S. Congress intend for Title IV-D Cooperative-Federalism 42 U.S.C 654(3) contractors escape private law liabilities for violating their 10th amendment protections under their contract with the U.S. government?
2. Did the Respondent forfeit its 11th amendment privilege by in failure to clearly make its intentions known upon a direct challenged by the Petitioner-Appellant ("Blessett") in the trial court in 2017 and failure to protect its 11th amendment privilege before a judicial determination on March 6, 2019, in the 5th Circuit Court by its legal conduct?
3. Does the Texas Title IV-D program violate the "Separation of Powers" with state employees acting as contracted federal agents for the program and Texas state actors cloaked in state sovereignty at the same time?
4. Is it an overreach of "Public Law into Private Law Domain" by Title IV-D of the Social Security Act?
5. Does the Title IV-D program provide any benefits to the noncustodial parent?
6. Who is the primary lender on the interstate contracts in question under federal law?
7. Blessett challenges U.S. Constitutionality of the 42 U.S.C.658a incentives for performance as monetary inducement to coerce the 42 U.S.C. 654(3) contractors to increase performance revenues like any income-generating business and criminalize noncustodial parents?
8. Does federal statute 42 U.S.C. 658a of the Title IV-D of Social Security Act of the program help

create an implicit derogatory bias against child debtor with financial inducement to the state agencies?

9. Can Blessett be defaulted into a Title IV-D contract without due process, without knowledge of the contract, and receiving benefits from the contract?

10. Was Blessett entitled to a copy of a valid legal instrument under 42 U.S.C. 654(12) as proof of Title IV-D interstate contractual obligation as a public law protections for his civil rights as a private individual?

11. Does the Petitioner demand for monetary relief for his injuries caused by 10th amendment protections violations disturb the Respondent's 11th amendment protections under contract law?

12. Does the Petitioners Final Divorce Decree support order as an interstate contract enjoy commerce clause and contact clause protections under Title IV-D enforcement as an equitable instrument?

13. Can the individual Title IV-D agencies as income-generating agencies escape private law liabilities for noncompliance with the federal statutes of their federal program contract?

14. What Public Law prevents the use of the Clearfield Trust Law Doctrine against paid contracted U.S. Government contracted agencies for noncompliance with their contracts and infringement on Blessett's private contracts?

15. Was Joe Blessett entitled to 'Commerce Clause" protections, and "Contract Clause" protections to prevent the injuries caused by the Title IV-D agency?

16. Can the Title IV-D agency be in of noncompliance with Title IV-D of the Social Security Act and still preserve Federal Statutes, the U.S. Constitution, and 10th amendment protection from suit?

17. Did U.S. Congress intend for Texas Office of Attorney General Title IV-D child support agency violate the "Separation of Powers" by acting as contracted federal agents cloaked in state sovereign authority?

18. Did U.S. Congress intend for Title IV-D as income-generating agencies escape private law liabilities for injuries inflicted on private individuals under contract law?

19. Did U.S. Congress intend for the Texas 42 U.S.C 654(3) contactor and the Texas Department of Public Safety be held liable for the Drivers Privacy Protection Rights Act for the impermissible burden on the petitioner's driver's license under the color of law?

PARTIES TO THE PROCEEDING

Petitioner : Joe Blessett.

Respondents: Texas Office of the Attorney General Galveston County Child Support Enforcement Division

Counsel of Record for Respondent

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LEAD ATTORNEY

Corporate Disclosure Statement

1. U.S. Department of Health and Human Services ('H.H.S."). U.S. Government contactor with the individual state entities under Cooperative Federalism contracts to fulfill the contracted obligations of Title IV of the Social Security Act.

Address:

U.S. Department of Health and Human Services
Office of Inspector General
P.O. Box 23489
Washington, DC 2002

2. Texas Office of Attorney General Child Support Enforcement Division ("OAG") is the 42

U.S.C. 654 (3) contracted service provider for H.H.S.

Address:

Mr. Barry McBee
First Assistant Attorney General
for the State of Texas
P.O. Box 12548
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3. Texas Office of Attorney General Galveston County Child Support Enforcement Division, the 45 C.F.R. 302.34 contracted service provider for City of Galveston.

Address:

Galveston County Legal Department
City of Galveston
722 Moody, 5th Floor
Galveston, TX 77550
(409) 770-5562

4. The City of Galveston (located in Galveston County, Texas) the contracted municipality that provides the 45 C.F.R. 302.34 contracted entity to fulfill the services for OAG the 42 U.S.C. 654 (3) contractor.

Address:

Galveston County Legal Department
City of Galveston
722 Moody, 5th Floor
Galveston, TX 77550
(409) 770-5562

5. La Marque Child Support & Social Service Office (located in Galveston County Texas), a 45 C.F.R. 302.34 contracted service provider for OAG the 42 U.S.C. 654 (3) contractor.

Address:

La Marque Child Support & Social Service Office
5300 FM 2004
La Marque, TX 77568-2402

6. Representing the United States interest as per 28 U.S.C. 2403(a).

Ms. Charlene Goodwin
Legal Administrative
Officer Office of the Solicitor General,
Rm. 5614 United States Department of Justice
950 Pennsylvania Ave.,
NW Washington, DC 20530-0001

"Since every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them." **U.S. v Minker, 350 US 179 at 187(1956)** JOSEPH CRAIG BLESSETT, Joe Blessett's artificial person has not entered into a Title IV-D financial obligation contract with any of the corporate and artificial parties listed above.

TABLE OF CONTENTS

Question Presented.....	ii
Parties to the proceedings.....	v
Corporate Disclosure.....	v
Table of Content.....	viii
Table of Authorities.....	ix
Citations of Opinions.....	1
Jurisdiction	1
Statutory provisions involved	2
Statement	3
Reasons for granting the petition.....	4
A. Title IV-D contracted services are nationwide federal collection and enforcement agencies of interstate contracts established under "Cooperative Federalism" that are essentially individual Federal-State Compacts.....	7
B. Under Cooperative Federalism, all Title IV-D agencies generate income from federal government contract reimbursement for services rendered and financial incentives for performance.....	13
C. It was a fatal error of law in forfeiting Blessett's good-faith gesture with a legal instrument to expedite the issues and bring the matter to a close while preserving the State's 11 th amendment immunity.....	20
D. By placing an impermissible financial burden on Blessett Driver's license without due process the Texas Department of Public Safety and the OAG violated the Driver's Privacy Protection Act of 1994 DPPA.....	23
E. Individual citizens are not required to act in the public interest. <i>Private law gives them the legal tools to act in their own interest.....</i>	24

F. Title IV-D Incentives for collection performance are inducements and cash bounties on noncustodial parents under administrative law.....	26
G. Blessett challenges the constitutionality of 42 U.S.C § 658a of the Title IV-D of the Social Security Act as an administrative law cash bounty on child support debtors.....	29
Conclusion.....	33

APPENDIX

Appendix A — Court of Appeals Opinion	
(March 6, 2019).....	1
Appendix B — District Court Order (August 27, 2019)	4
Appendix C — Order denying FRCP59(e)	
(January 27, 2020).....	13

TABLE OF AUTHORITIES

Cases:

<i>5th Amendment.....</i>	<i>15, 22, 38</i>
<i>9th Amendment.....</i>	<i>22, 37, 38</i>
<i>10th Amendment</i>	<i>5, 7, 14, 20, 22, 35, 36, 38</i>
<i>11th Amendment</i>	<i>3, 4, 5, 10, 11, 13, 14, 16, 20, 35, 38</i>
<i>14th Amendment immunities and privilege clause.....</i>	<i>15, 17, 22, 24, 28, 36, 37, 38</i>
<i>Adickes v. S.H. Kress & Co.,</i> <i>398 U.S. 144, 174 n. 44, 90 S.Ct. 1598, 1617 n. 44,</i> <i>26 L.Ed.2d 142 (1970).....</i>	<i>13</i>
<i>Bell v. Hood,</i> <i>327 U.S. Bivens v. Six Unknown Named Agents</i>	

<i>of Federal Bureau of Narcotics</i>	
403 U.S. 388 (1971).....	38
<i>Bell v. New Jersey,</i>	
461 U.S. 773, 790-91 (1983).....	7, 8
<i>Child Support Performance and Incentive Act,</i>	
Pub. L. No. 105-200, 112 Stat. 645.....	28
<i>Clearfield Trust Law Doctrine</i>	8, 16, 18
<i>Contract Clause Article I,</i>	
section 10, clause 1.....	15, 38
<i>Cooperative Federalism</i>	7, 13, 14
<i>Demshki v. Monteith,</i>	
255 F.3d 986, 989 (9th Cir. 2001).....	11
<i>Driver's Privacy Protection Act of 1994</i>	23, 36
<i>Edelman v. Jordan,</i>	
415 U.S. 651, 664-67 (1974).....	20
<i>Ex parte Young</i>	20
<i>Fuentes v. Shevin,</i>	
407 US 67 - Supreme Court 1972.....	11
<i>Full Faith and Credit for Child Support Orders Act</i>	2, 5, 7
<i>Fullilove v. Klutznick,</i>	
448 U.S. 448, 474 (1980).....	28
<i>Hettinga v. United States,</i>	
677 F.3d 471, 481-83 (D.C. Cir. 2012).....	15
<i>Hill v. Blind Indus. & Servs. of Md.,</i>	
179 F.3d 754, 761 (9th Cir. 1999), amended by 201 F.3d 1186 (9th Cir. 2000).....	12
<i>Johnson v. Orr,</i>	
780 F.2d 386, 390-93 (3d Cir. 1986).....	22
<i>Kent v. Dulles</i>	
357 U.S. 116 (1958).....	24
<i>Kletschka v. Driver,</i>	
411 F.2d 436, 448-49 (2d Cir. 1969).....	21
<i>Lapides v. Board of Regents of Univ. System of Ga.,</i>	
535 US 613 (2002).....	12
<i>Lochner v. New York,</i>	
198 U.S. 45, 25 S.Ct. 539, 49 L.Ed. 937	

<i>(1905)</i>	15
<i>Lincoln Fed. Labor Union v. Northwestern Iron & Metal Co.</i> ,	
335 U.S. 525, 536, 69 S.Ct. 251, 93 L.Ed. 212	
<i>(1949)</i>	15
<i>Marbury v. Madison</i>	15
<i>New York v. United States</i> ,	
505 U.S. 144, 167 (1992).....	26
<i>Office of Atty. Gen. of Texas v. Scholer</i> ,	
403 SW 3d 859 - Tex: Supreme Court 2013.....	6
<i>Office of the Atty. Gen. of Texas</i> ,	
456 SW 3d 153 - Tex: Supreme Court 2015.....	7
<i>Owen v. Independence</i> ,	
445 US 622 - Supreme Court 1980.....	22
<i>Personal Responsibility and Work Opportunity Reconciliation Act of 1996</i>	2, 7, 14, 19
<i>Reno v. Condon</i> ,	
528 US 141(2000).....	23
<i>Richardson v. Dep't of Interior</i> ,	
740 F.Supp. 15, 19-20 (D.D.C.1990).....	21
<i>Rodriguez-Gutierrez v. I.N.S.</i> ,	
59 F.3d 504, 509 (5th Cir. 1995).....	18
<i>Rosado v. Wyman</i> ,	
397 U.S. 397, 420, 90 S.Ct. 1207, 1222, 25 L.Ed.2d 442 (1970).....	8, 18
<i>Separation of Power</i>	4, 9, 19, 21, 27
<i>South Dakota v. Dole</i> ,	
483 U.S. 203, 206 (1987).....	28, 29
<i>Spending Clause</i>	8, 14, 26, 28, 37
<i>Supremacy Clause Article of VI Sec. 2</i>	4, 9, 19
<i>Stop the Beach Renourishment, Inc. v. Florida Dep't of Envtl. Prot.</i> ,	
560 U.S. 702, 721, 130 S.Ct. 2592, 177 L.Ed.2d 184 (2010).....	15
<i>Texas Dept. of Community Affairs v. Burdine</i> ,	
450 US 248 - Supreme Court 1981.....	12

<i>Title IV-A of the Social Security Act</i>	9, 14, 17
<i>Title IV-D of the Social Security Act</i>	5, 10, 14, 17,
	28, 31

<i>Tongol v. Usery</i> ,	
<i>601 F.2d 1091, 1097 (9th Cir. 1979)</i>	12, 22
<i>Townsend v. Carmel</i> ,	
<i>494 F.Supp. 30, 32 (D.D.C. 1979)</i>	21
<i>U.S. Constitution</i>	4, 11, 13, 28, 27,
	30, 32, 38
<i>Uniform Interstate Family Support Act</i> ... <i>2, 7, 14, 19</i>	
<i>United States v. Classic</i> ,	
<i>313 U. S. 299, 326 (1941)</i>	20
<i>United States v. Fernandez</i> ,	
<i>797 F.3d 315, 318 (5th Cir. 2015)</i>	21
<i>Washington v. Glucksberg</i> ,	
<i>521 U. S. 702, 721 (1997)</i>	37
<i>Williams v. U.S.</i> ,	
<i>396 F. 3d 412 - Court of Appeals, Dist. of Columbia Circuit 2005</i>	12

STATUTES

18 U.S. Code § 2721 (a)(2).....	23
18 U.S. Code § 2721(b) (11).....	23
18 U.S.C. 2723 (b)	24
28 U.S.C. 1738B.....	4, 5, 19, 38
28 U.S.C. 2403.....	1
42 U.S.C. 1983.....	7, 8, 17, 18, 20-22
42 U.S.C. 1986.....	22
42 U.S.C. 603 (5)(c)(iii)(III).....	8, 10, 17, 25
42 U.S.C. 604	9
42 U.S.C. § 654.....	5, 6, 8, 14, 15, 18, 20 32, 35,
	37, 38
42 U.S.C. 654(3).....	7, 18, 23
42 U.S.C. 654(12).....	5, 14, 16 17, 23, 26, 30, 36

<i>42 U.S.C 654 (32)</i>	9, 14
<i>42. U.S.C. 658a</i>	13, 28, 29, 30, 33, 35
<i>42 U.S.C. 659a(d)</i>	9, 14
<i>45 CFR 302.34</i>	5, 7, 22, 29, 31, 33, 34, 36
<i>45 CFR § 305.40</i>	28
<i>45 CFR § 305.61</i>	29, 34
<i>45 C.F.R. §§ 307.11</i>	6
<i>45 C.F.R. §§ 307.11(e)(2)(i)-(ii)</i>	6
<i>45 C.F.R. §§ 307.11(e)(3)</i>	6, 7
<i>FRCP 9(d)</i>	16
<i>FRCP 65</i>	30
<i>TEX. F.A.M.CODE §§ 102.007</i>	5
<i>TEX. F.A.M.CODE §§ 231.001, .101(a)(5)-(6)</i>	5
<i>TEX. FAM.CODE §§ 231.001, .002, .101</i>	5
<i>TEX. F.A.M.CODE § 231.104(b)</i>	6
<i>TEX. F.A.M.CODE § 232.0022</i>	36

OPINIONS BELOW

The opinion of the Courts;

1. Blessett v Texas Office of Attorney General Galveston County Child Support Enforcement Division U.S. 5th Cir. Court (2019) No. 18-40142
2. Blessett v Texas Office of Attorney General Galveston County Child Support Enforcement Division, Dist. Court, SD Texas (2019) No. 3:17-CV-00164
3. Order Denying Federal Rule of Civil Procedure 59(e). Dist. Court, SD Texas (2020) No. 3:17-CV-00164.

JURISDICTION

The judgment of the Dist. Court, SD, Texas, was entered on August 27, 2019. A petition for Federal Rule of Civil Procedure 59(e) rehearing was denied on January 27, 2020. Texas Galveston County Family Court #2 June 13, 2015. This Court jurisdiction on 28 U.S.C. 1254(1), 28 U.S.C. 2403 presentation of the facts and law relating to the questions of constitutionality, and 28 U.S.C. 2101(e) to review a case before judgment has been rendered in the court of appeals.

STATUTORY PROVISIONS INVOLVED

1. Cooperative Federalism.
2. Separation of Powers Clause
3. Supremacy Clause
4. Private Individual protections in the Commerce Clause.
5. Pertinent provisions of Part D of the Social Security Act, Part A of the Social Security Act, Driver Privacy Protection Act 1994,
6. Full Faith and Credit for Child Support Orders Act (FFCCSOA)
7. Uniform Interstate Family Support Act (UIFSA)
8. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)
9. Child Support Performance and Incentive Act
10. Driver Privacy Protection Act (DPPA)

Petitioner, Joe Blessett ("Blessett"),

Respondent, Texas Office of Attorney General
Galveston County Child Support Enforcement
Division ("Title IV-D agency") is the City of Galveston (Galveston County), the municipality and subcontractor La Marque Child Support and Social Services.

STATEMENT

The Court's opinion was unreasonable, given the evidence presented, the application for injunctive relief for Declaratory Judgment. Blessett challenged the Respondent's failure to clearly indicate it would use the 11th amendment immunity privilege as a defense after a direct challenge to its right to immunity and before a judicial determination on March 6, 2019, in the U.S. 5th Circuit Court.

Blessett challenges the Respondent's policies and customs that sanction the breaking of the law and exposing the customs and policies within the Texas Title IV-D program through its legal arguments. If U.S. Congress and the state government cannot enact any law that denies the civil right to the individual, "Blessett cannot be bound to a contract that he has not made or authorized. Free consent is an indispensable element in making valid contracts." Blessett may stand upon "his Constitutional Rights" as a private individual. He is entitled to carry on his "private" business in his own way. "His power to contract is unlimited." He owes no duty to the State or his neighbors to divulge his business or to open his doors to an investigation, so far as it may tend to incriminate him. He owes no duty to the State since he receives nothing from there, beyond the protection of his life and property. "His rights" are such as "existed" by the Law of the Land (Common Law) "long antecedent" to the organization of the State," and can only be taken from him by "due process of law," and "under the Constitution." "He

owes nothing" to the public so long as he does not trespass upon their rights."

Blessett challenges the Texas Title IV-D agency operations conflict with the Supremacy Clause and Separation of Power under a Cooperative-Federalism contract. As contractors to the U.S. Government, the state employees cloaked in state sovereignty cannot act as a federal agent to fulfill the obligations of a federal contract.

REASON FOR GRANTING THE PETITION

Blessett's Final Divorce Decree signed on July 23, 1999, is a state court judgment with full faith and credit in all jurisdictions as per § 1738B and is the controlling instrument for Cause #98FD0817. Appellee does not possess and has not been able to present any other controlling legal document; therefore, the Title IV-D agency and its contractors were outside their legitimate roles in presenting issues and securing enforcement collection actions towards Blessett in this civil action. The Title IV-D Agency took their chances and used 11th Amendment immunity as their defense to suppress the answers to the U.S. Constitution questions. Had Blessett been allowed to proceed, it would show the floodgates of fraud are open in the name of "child support." Hence, the Appellee's 11th Amendment Immunity as their defense and the

denial of Blessett's 11th amendment right from illegal government infringement.

Blessett requested his Final Divorce Decree to be given full faith and credit under the Congress-enacted ("FFCCSOA") 28 U.S.C. 1738B. The Texas Office of Attorney General Galveston County Child, Support Enforcement Division, is a 45 CFR 302.34 contractor that is required under contract provision 42 U.S.C. 654 (12) to provide Blessett with a copy of a modification of his Final Divorce Decree support order, upon challenge. The Title IV-D agency has breached its contractual agreement for the 10th amendment protections of a U.S. Congressional Act under 42 U.S.C. 654 of Title IV-D of the Social Security Act. The federal contract does not impose mandatory administrative enforcement of its services or state acceptance to the terms of a service contract without the agreed consent to contractual participation in the program.

The Office of the Attorney General Texas Child Support Division's ("OAG") is the designated Title IV-D agency in Texas and has the power to enforce child support orders and collect and distribute support payments. *TEX. FAM.CODE §§ 231.001, .101(a)(5)-(6)*. Among its powers is the ability to seek a court order to withhold income from a child support obligor's disposable earnings. *TEX. FAM.CODE §§ 102.007 (authorizing Title IV-D agencies to file suits for modification or motions to enforce child support orders), 158.006 (a court or a Title IV-D agency "shall order that income be withheld from [obligor's] disposable earnings"); see also id. §§ 231.001, .002, .101 (describing the*

powers, services, and duties of a Title IV-D agency, including enforcement, collection, and distribution of child support payments). *Office of Atty. Gen. of Texas v. Scholer, 403 SW 3d 859 - Tex: Supreme Court 2013* The OAG never followed the judicial "Procedural Law

"Process" against Blessett and, therefore, unable to produce a valid judicial order. *TEX. FAM.CODE § 231.104(b) ("An application for child support services is an assignment of support rights to enable the Title IV-D agency to establish and enforce child support and medical support obligations....").* *Office of Atty. Gen. of Texas v. Scholer* The right to establish Title IV-D services is not an established right to enforce Title IV-D child support.

Texas must follow the federal guidelines, which are located in Part D of Title IV of the federal Social Security Act. 42 U.S.C. § 654 et seq. *Under the program's guidelines, Texas "at a minimum" must establish a state registry consisting of "[e]very IV-D case receiving child support enforcement services under an approved State plan; and ... [e]very support order established or modified in the State on or after October 1, 1998."* 45 C.F.R. §§ 307.11; 307.11(e)(2)(i)-(ii). *The state case registry also must contain certain "[s]tandardized data elements" for every program participant.* *Id.* § 307.11(e)(3). These standardized elements "shall include . . . Names . . . Social security numbers . . . Dates of birth . . . Case identification numbers . . . Other uniform identification numbers . . . [and] Data elements required under paragraph (f)(1) of this section necessary for the operation of the Federal case

registry." Id. § 307.11(e)(3)(i)-(vi) (emphasis added).
Office of the Atty. Gen. of Texas, 456 SW 3d 153
- Tex: Supreme Court 2015

A. Title IV-D contracted services are nationwide federal collection and enforcement agencies of interstate contracts established under "*Cooperative Federalism*" that are essentially individual Federal-State Compacts. U.S. Congress enacted PRWORA and UIFSA as contractual legal instruments to remove the Title IV-D 42 U.S.C. 654(3) contractor's sovereignty and jurisdiction restrictions between states. Blessett has filed this case at the District Court against the Texas Office of Attorney General Galveston County Child Support Enforcement Division, a 45 CFR 302.34 contracted services provider for Texas OAG, a Title IV-D United States 42 U.S.C. 654(3) contractor

Under FFCCSOA, PRWORA and UIFSA contractually agreed on terms, and the Congressional Acts become the physical presence for jurisdiction, and 10th amendment protection is a contractual waiver of sovereignty to conduct interstate commercial business to meet the obligations of the United States government contract. **Bell v. New Jersey, 461 U.S. 773, 790-91(1983)** (*"The Requiring States to honor the obligations voluntarily assumed as a condition of federal funding before recognizing their ownership of funds simply does not intrude on their sovereignty. The State chose to participate in the Title I program and, as a condition of receiving the grant, freely gave its assurances that it would abide by the conditions of Title I.... [T]he State failed to*

fulfill those assurances. It therefore became liable for the funds misused, as the grant specified."). Without the United States intervention, the states are restricted by personam jurisdiction and sovereign rights of sister states. Therefore, they would only be state child support programs, and not federal, which would then fail to meet the obligation of a nationwide United States contract legally.

The 45 CFR 302.24 contractors are paid for their services, to meet the obligations of the enforcement, collections, and distribution of commercial paper payment transactions under 42 U.S.C. 654 contractual agreed terms. A breach of contractual terms is a misuse of funds for the contracted service payments of the United States contract. In this case, the Title IV-D agency failed to fulfill the voluntarily contractual obligations of 42 U.S.C. 654(12) and 42 U.S. Code § 603(a)(5)(C)(iii)(III), *of their contract, therefore are liable for the damages against Blessett without Blessett intruding on the contractor's sovereignty.* **Quoting Bell v. New Jersey.** The participating states are subject to spending clause penalties and the public law liabilities and remedies for protected private individual rights. *The Supreme Court repeatedly has held that administrative enforcement schemes must be presumed to parallel the private § 1983 enforcement remedy, rather than to "occupy the same ground" as the State contends.* **Rosado v. Wyman, 397 U.S. 397, 420, 90 S.Ct. 1207, 1222, 25 L.Ed.2d 442 (1970)**

The U.S. Supreme Court has consistently held that federal law governs questions involving the rights of the United States arising under nationwide federal programs.

Title IV-A and IV-D of The Social Security Act unquestionably perform business functions within the meaning of the *Clearfield Trust Law Doctrine*. Since the agencies derive their authority to effectuate loan transactions for 42 U.S.C. 604 "qualified first-time homebuyer, "postsecondary educational expenses paid "business capitalization, and under 42 U.S.C 654 (32) of the Title IV-D provide services for "foreign reciprocating country, a foreign treaty country, or a foreign country" described in 42 U.S.C. 659a(d) for "International support enforcement" are contractual specific Acts of Congress passed in the exercise of a "constitutional function or power." Under Title IV-D, the state rights are derived from a federal contract with the U.S. Government activities that arise from and rely heavily upon federal contract protections from liability, the Constitution, and Acts of Congress to conduct a commercial business.
Clearfield Trust Co. v. United States

Blessett's Final Divorce Decree is a legal instrument ratified in the State Judicial Branch. The Title IV-D agency is under the Texas executive branch, and its contractors, which include the Texas Galveston County Family Court No. 2 as an administrator, have used administrative enforcement action under the color of law. It is a Separation of Powers and Supremacy Clause Article of VI Sec. 2 issues without Blessett's consent

to Title IV-D services. Blessett's "Final Divorce Decree" *establishes paternity with a private contractual agreement for support and with a contract clause under a judicial order*. The Final Divorce Decree is material evidence with protections under "Private Law," which the Title IV-D agency has not refuted with any affirmative evidence. The Final Divorce Decree, which contains a state court support order, is dated July 23, 1999. The **42 U.S. Code § 603(a)(5)(C)(iii)(III)** begins on or after, November 29, 1999. The Final divorce is a judicial support order, that occurs before the **42 U.S. Code § 603(a)(5)(C)(iii)(III)** federal statute on November 29, 1999, therefore, it would need a Texas state court judicial modification under the Title IV-D of the Social Security Act.

The District Court made a Fatal Error of Law in giving an unfair advantage to the Title IV-D agency, 11th Amendment Immunity, after a Judicial Determination in the U.S. 5th Appellate Court had already been decided on the merits and Blessett's request for injunctive relief.

Blessett challenged the Title IV-D agency's 11th Amendment Immunity in the Original Complaint, and the Respondent failed to raise their 11th Amendment Immunity privilege as an affirmative defense in the District Court at the required time. The Respondent's failure to raise their 11th Amendment Immunity at the required time is a judicial fact of record. Their affirmative defense now, and objection after a judicial determination had already been made, shows that the District

Court overruled the U.S. 5th Circuit Courts prior ruling by dismissing Blessett's complaint now.

Blessett challenged the District Court's decision in the U.S. 5th Appellate Court on the merits of his claims, and these were all unopposed by the Respondent. The Respondent was given ample and reasonable opportunity for the "Procedural Law Process" to afford them due process, and they did not defend their 11th Amendment Immunity privilege at the required time before the Judicial Determination and the remand back to the U.S. District Court.

The state agency was involuntarily brought into the federal District Court on May 19, 2017, and voluntarily decided not to protect its "U.S. Constitutional Privileges" in the U.S. 5th appellate court before a judicial determination on March 6, 2019. *The requirement of a prior hearing is to prevent unfair and mistaken deprivations of property; however, it is axiomatic that the hearing must provide a real test.* **Fuentes v. Shevin, 407 US 67 - Supreme Court 1972** The Title IV-D agency had a hearing and the opportunity to defend its rights.

The District Court made an error of law by not requiring the Title IV-D agency to answer the U.S. Constitution questions, once Blessett challenged this right before and after a judicial determination made in the U.S. 5th Circuit Court. *"Eleventh Amendment immunity is an affirmative defense that must be raised 'early in the proceedings' to*

provide 'fair warning' to the plaintiff." Demshki v. Monteith, 255 F.3d 986, 989 (9th Cir.2001) (quoting Hill v. Blind Indus. & Servs. of Md., 179 F.3d 754, 761 (9th Cir.1999), amended by 201 F.3d 1186 (9th Cir.2000)) The District Court gave the Appellee an unfair advantage over Blessett that is inconsistent with judicial conduct in legal proceedings. Quoting Lapides v. Board of Regents of Univ. System of Ga., 535 US 613 (2002)

The District Court ignored an ultimate fact of law that a judicial determination had already been made in this civil action. By law, it legally binds the Title IV-D agency to Federal Jurisdiction through affirmative conduct. *"Express waiver is not required; a state 'waive[s] its Eleventh Amendment immunity by conduct that is incompatible with an intent to preserve that immunity."* quoting Hill v. Blind Industries and Services of Maryland, 179 F. 3d 754 9th Cir. Court, 1999.

Blessett proved a prima facie case, *"the defendant bears only the burden of explaining clear reasons for its actions."* Texas Dept. of Community Affairs v. Burdine, 450 US 248 - Supreme Court 1981. The District Court erred in its decision to dismiss, the judicial determination made by the U.S 5th appellate Court, the Clearfield Trust Doctrine, and a request for injunctive relief. *Case law has already established every state official that are administrating a federally funded program, are acting under the color of law. See Williams v. US, 396 F. 3d 412 - Court of Appeals, Dist. of Columbia Circuit 2005, See*

Tongol v. Usery, 601F.2d 1091, 1097 (9th Circuit, 1979) Specifically, the under-color-of-state-law doctrine may also apply to individuals who act "with knowledge of and pursuant to a state-enforced custom requiring" unconstitutional behavior. See Adickes v. S.H. Kress & Co., 398 U.S. 144, 174 n. 44, 90 S.Ct. 1598, 1617 n. 44, 26 L.Ed.2d 142 (1970). Blessett had no reason to believe the District Court would allow 11th amendment protections after the judicial determination. The Title IV-D agency use of 11th amendment protection is used to suppress the material evidence provided by Blessett and as a blanket excuse to cover the fact that Title IV-D will not be able to overcome the U.S. Constitution challenges. They were thereby preventing the inevitable exposure of the noncompliance with the Title IV-D program and the liabilities from their actions.

B. Under Cooperative Federalism, all Title IV-D agencies generate income from federal government contract reimbursement for services rendered and financial incentives for performance under 42U.S.C. 658a. The agencies operate under contract in the enforcement and collection of private debts.

For this reason, Blessett has raised the issue of the Clearfield Trust Doctrine against the Title IV-D agency in the Original Complaint and again in the Amended Complaint. Blessett has charged the Title IV-D program is a U. S. government franchise

business for profit under federal contracts with streams of income; therefore, the Clearfield Trust Doctrine nullifies their 11th amendment immunity defense under private contractual requirements for 10th amendment protections. The state Title IV-D agencies are operating under a "Federal-State Compact" "Cooperative Federalism" conveniently packaged by Congress as the PRWORA and the UIFSA following principles of general contract law. The terms under of 42 U.S.C. 654 (12) are obligations to Blessett and 42 U.S.C 654 (32) of the Title IV-D provisions to provide at the request for services by a "foreign reciprocating country, a foreign treaty country, or a foreign country" with which the State has an arrangement described in 42 U.S.C. 659a(d) for "*International support enforcement*" offers evidence of federal commercial paper control. States do not have power over foreign treatise or the authority to make arrangements for "International support enforcement" without submitting to federal government regulation of commercial paper. As a requirement for state eligibility into Title IV-A and IV-D of the Social Security Act, the states must follow the federal statute 42 U.S.C. 654 and all its provisions to exceed the restriction of sister-state 10th amendment protection for sovereign neutrality. The state Title IV-D programs are not immune from suit for 42 U.S.C.654 noncompliance acts that create a contractually binding obligation to private individuals due process protections.

The U.S. Congress intended for the federal Article III courts to follow the federal statutes of Title IV-D of the Social Security Act, The "*Spending Clause of the Title IV programs to protect*

the U.S. Government interest. The "Commerce Clause" and "Contract Clause" are UNITED STATES CONSTITUTION protections to prevent injuries to the private individuals from the liable business in failing to meet the contractual terms of 42 U.S.C. 654 in the transfer of Blessett's "interstate" commercial paper to the Title IV-D agency. The fraudulent collection and enforcement by the Title IV-D agency are crimes against Blessett, under the color of law. *Blessett's injuries are entitled to a remedy* *Quoting Marbury v. Madison.*

Blessett has not waived his rights to Title IV-D agency federal or State authority and charges the Title IV-D agency for enforcing an invalid commercial paper collection service contract against him. *Citing - Lochner v. New York, 198 U.S. 45, 25 S.Ct. 539, 49 L.Ed. 937 (1905)*, Blessett has enforceable rights under the "Contract Clause Article I, section 10, clause 1," "Commerce Clause," 5th and 14th amendment. There is no question that the Supreme Court has "*held for many years (logically or not) that the 'liberties' protected by Substantive Due Process do not include economic liberties.*" *Stop the Beach Renourishment, Inc. v. Florida Dep't of Envtl. Prot., 560 U.S. 702, 721, 130 S.Ct. 2592, 177 L.Ed.2d 184 (2010) (citing Lincoln Fed. Labor Union v. Northwestern Iron & Metal Co., 335 U.S. 525, 536, 69 S.Ct. 251, 93 L.Ed. 212 (1949)); cf. Hettinga v. United States, 677 F.3d 471, 481-83 (D.C.Cir.2012)*

Blessett demanded to see the legal instrument of authority that gave Title IV-D Agency the legal capacity to enforce Title IV-D program penalties against him. For regular, everyday people, it would be a common understanding that Blessett's Final Divorce Decree is the legitimate contract, and the Title IV-D agency would have to produce a contract to refute Blessett's claims.

Blessett raised the Clearfield Trust Law Doctrine in both the Original Complaint and the Amended Complaint. The Title IV-D agency was allowed to apply an affirmative defense at the required time using full "Procedural Law Process," before a judicial determination in a U.S. 5th Appellate Court, and it is a "fact of law." *The 11th amendment immunity issue is forfeit, and foreclosed by Respondent's conduct, their noncompliance to the obligation of a federal contract, private law doctrine, federal rules of civil procedures and Blessett's protected rights against illegal government infringement.* Blessett presented material evidence such as an FRCP 9(d) with verifiable legal documents, a private contract, exempt homestead documentation, documentation of a private attorney massaging the truth, and evidence of a state judge/Title IV-D administrator ignoring facts and law. All to support his injuries.

The Title IV-D agency generates income servicing interstate contracts under a federal contract as a business. Title IV-D is a nationwide United States Government program that has substantial federal involvement in the services it

provides. Congress federal control maintains uniform commercial paper in state payment distribution center with sister states, Title IV-A loans, foreign collections, and Electronic Funds Transfer security. The Title IV-D program creates a contractual right under 42 U.S.C. 654(12) to receive documents or valid legal instruments for services. Blessett provides the District Court with a federal statute 42 U.S.C. 603 (5)(c)(iii)(III) that required the Title IV-D agency to properly enroll Blessett into the program to produce the documentation necessary for 42 U.S.C. 654(12). The District Court has ignored certain facts in the Amended Complaint. These facts are reached by logical reasoning and the collection of evidentiary facts, as a legal conclusion is achieved through the application of fixed laws. Just as "U.S. Separations of Powers and Supremacy Clause" prevents state actors cloaked in state sovereign authority from operating as federal contracted agents to conduct the federal program Title IV-D services at the same time.

Without presenting material evidence of a legal document of authority against the Final Divorce Decree, required under 42 U.S.C. 654(12), the Title IV-D agency is not in compliance with the terms of the federal contract. Under 42 U.S.C. 654 (12) the program created a federal contractual entitlement for Blessett to receive a copy of a modification to the existing state court support order. The federal statute, 42 U.S.C. 654(12) assures the "Procedural Law Process to protect Blessett's 5th and 14th amendment rights. The Supreme Court has set forth three factors to assess whether a statute provides enforceable rights that may be pursued

through §1983:(1) U.S. Congress intended the plaintiff as the beneficiary of the statute,(2) the statute imposes a binding obligation on the State, and (3) is the asserted a right not so "vague and amorphous" its enforcement would strain judicial competence. **Quoting Blessing v Freestone 520 US 329 - Supreme Court 1997**

The Respondent failed to fulfill their duties, and their actions did not meet the minimum requirements of the obligation under Title IV-D of the Social Security Act provisions promulgated through 42 U.S.C.654. Their failure to perform their duties led to Blessett's injuries that led to damages financial or otherwise. Their actions that caused injuries were factors that the Title IV-D agency had control of the outcome of the circumstances. The Title IV-D agency lacked judicial capacity and the requirements to deny Blessett's rights using Title IV-D administrative penalties. The Respondent breached their duties to federal contract, their dishonest litigation conduct, and their avoidance of "Procedural Law Process" is evidence of established customary local practices that are not based in law nor contractual. The 42 U.S.C. 654(3) contracted agency agreed to the terms of the contract and the liabilities for failure to meet those federal provisions of the contract for private § 1983 enforcement remedy ***Id. Rosado v. Wyman.*** The Texas 42 U.S.C. 654(3) contracted agency is the United States contracted collection and enforcement business securing a position under the Clearfield Trust Law Doctrine with private law liabilities.

The District Court made an error of law in not accepting U.S. 5th Circuit Court judicial determination in this civil action as the Title IV-D agency submission to federal jurisdiction by its conduct as a fact of law. *The Clearfield Trust as U.S. Supreme Court Law Doctrine creates a challenge, requiring the Title IV-D agency to establish itself as a nonprofit arm of the State and not a separate contracted entity in the State. As a separate contracted entity, it would satisfy the "Separation of Power" clause operating under federal statutes required by the Supremacy Clause.* Blessett has presented federal statutes under the United States government contract with the Title IV-D agency, proving their income generation abilities and practice. The state Title IV-D agencies receive federal income for administrative services and local law enforcement assistance for Title IV-D of the Social Security Act interstate collections, distribution, and enforcement under PRWORA and the UIFSA following principles of the general contract payment of services rendered to the United States. Payment for services is income generation under business contract terms.

Title IV-D agency receives substantial federal control, and income-generating capabilities under PRWORA and the UIFSA. Under Title IV-D agency enforcement, *Blessett has had his financial accounts frozen, and U.S. commercial paper seized outside of Texas sovereignty, which falls under U.S. Congress nationwide power to regulate interstate commerce to enforce uniform interstate contracts.* It is a Supremacy Clause issue over Texas sovereign rights and the United States' sovereign right to control uniform

commerce in interstate contract enforcement. The solution was given in this case under 28 U.S.C. 1738B and the terms of the contract under 42 U.S.C. 654 safeguards for the 10th amendment rights and the rights of private individuals.

C. It was a fatal error of law in forfeiting Blessett's good-faith gesture with a legal instrument to expedite the issues and bring the matter to a close while preserving the State's 11th amendment immunity privilege without monetary relief from the State.

Blessett's request for injunctive relief would have brought an end to the legal issues. The claim for Injunctive Relief under Rule 65 requesting Declaratory Judgment without monetary demands is the application of *Ex parte Young*. The District Court erroneously applied immunity from suit for state issues in federal Court against established law doctrine as a reason to dismiss the issues. *"It is clear that in a § 1983 action brought against state officials, the statutory requirement of action "under color of state law" and the "state action" requirement of the Fourteenth Amendment are identical,"* **quoting United States v. Classic, 313 U. S. 299, 326 (1941)** *The Eleventh Amendment does not apply to claims for prospective injunctive relief. **Quoting Edelman v. Jordan, 415 U.S. 651, 664-67 (1974)*** Blessett's request for injunctive relief is the application of **Ex parte Young**.

The District Court took an erroneous view of the material evidence presented with the March 6,

2019, judicial determination. The conduct of the Title IV-D agency's failure to raise an affirmative defense at the required time and the unopposed challenge to the "*Clearfield Trust Doctrine*," is consent to the federal jurisdiction. *United States v. Fernandez, 797 F.3d 315, 318 (5th Cir. 2015)*. "A district court abuses its discretion if it bases its decision on an erroneous view of the law or an erroneous assessment of the evidence." and "by not meaningfully addressing the positive equities . . . and by improperly characterizing the negative equities." *See Rodriguez-Gutierrez v. INS, 59 F.3d 504, 509 (5th Cir. 1995)*.

State actors are restricted to state laws and the authority covered under the state sovereignty. The "Separation of Power" and the "Supremacy Clause" places federal programs administered by state actors outside of their state official capacity. *The state actors are acting under the color of law unless they can provide legal documentation that Blessett agreed to this arrangement*. The Texas Attorney General cannot be an officer for the State of Texas, and a federal employee servicing a federal contract.

Richardson v. Dep't of Interior, 740 F.Supp. 15, 19-20 (D.D.C.1990) (holding that the plaintiff could not bring a section 1983 claim against a federal official who arrested the plaintiff under the federal Assimilative Crimes Act, which provides that D.C. law can be applied on federal property as though it is federal law); *Townsend v. Carmel, 494 F.Supp. 30, 32 (D.D.C.1979)* (same). Applying a similar analysis, the Second Circuit permitted a section 1983 suit to go forward against federal

officials who allegedly conspired with state officials to violate the plaintiff's federal rights. Kletschka v. Driver, 411 F.2d 436, 448-49 (2d Cir.1969); cf. Johnson v. Orr, 780 F.2d 386, 390-93 (3d Cir.1986) (holding that the plaintiff could sue certain Air National Guard officials under section 1983 since New Jersey's significant control over these officials meant they were state actors); Tongol v. Usery, 601 F.2d 1091, 1097 (9th Cir.1979) (concluding that a section 1983 action was appropriate against state officials administering a federally funded program since these officials were "empowered to act only by virtue of their authority under state law").

Blessett brought a section 1983 and 1986 action against state actors and the 45 CFR 302.34 contractors who injured him with federal and state law violations since the state "cloaked the defendants in some degree of authority," and the defendants "conspired or acted in concert to deprive Blessett of his civil rights." Blessett had the 11th amendment right to enjoy a private contract without government infringement. Blessett has 5th amendment rights to his property and privileges seized through Title IV-D federal program enforcement without a valid legal instrument of authority. Blessett has 14th amendment rights to "Procedural Law Process" before state actors can infringe and seize property and privileges. Therefore, Blessett has the enumerated right of the 9th Amendment to enjoy his Final Divorce Decree. Because of the large number of possible unknown individuals involved, Blessett must rely on this Court's decision in Owen v. Independence, 445 US 622 - Supreme Court 1980 for municipalities.

D. By placing an impermissible financial burden on Blessett Driver's license without due process the Texas Department of Public Safety and the OAG violated the Driver's Privacy Protection Act of 1994 DPPA: federal statute 18 U.S. Code § 2721 (a)(2) and 18 U.S. Code § 2721(b) (11).

The Title IV-D agency did not provide the District Court with a legal instrument showing Blessett's consent to the Title IV-D program. It follows, they would not be able to provide it to the Texas Department of Public Safety. *Reno v. Condon, 528 US 141(2000)* *The activity license by the state Department of Motor Vehicle and in connection with which individuals must submit personal information to the DMV for the operation of motor vehicles is itself integrally related to interstate commerce.* As a requirement under 42 U.S.C. 654(12), the Title IV-D agency is required to have a legal document proving Blessett's consent to the Title IV-D program. Blessett presents to this Court, a DPPA impermissible financial burden on his Driver's license without the due process taking place under the Title IV-D program. It was an unlawful suspension of Blessett's driver license without the required due process and evidence of "express consent" to Title IV-D enforcement under 42 U.S.C 654 (12). U.S. Congress did not grant its 42 U.S.C 654 (3) contractors the right to suspend state driver licenses without Procedural Law Process.

No amount of "*inflated language that is designed to make the simple seem complex*" will change the basic facts of law and material evidence presented

in this civil action to make the *prima facia* case. *Kent v. Dulles* 357 U.S. 116 (1958) was the first case in which the U.S. Supreme Court ruled that the right to travel is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment. 18 U.S.C. 2723 (b) states there is a \$5,000 penalty charge for each day of substantial noncompliance. At \$5,000 for each day of substantial noncompliance since September 22, 2014, towards Blessett, "**the fines are over \$8,900,000.00 and growing in civil penalties that can be imposed by the U.S. Attorney General**" as the penalty and enforcement against the Texas Department of Safety and the Title IV-D agency, in this scenario. *Invalid Executive branch Title IV-D administrative order will never grow up to be valid Judicial Branch court orders without committing fraud or a correctable mistake of law by applying mandatory public law.* Under the DPPA section five 14th amendment protection, the Respondent cannot escape liabilities of their color of law actions.

E. Individual citizens are not required to act in the public interest. *Private law gives them the legal tools to act in their own interest.*

In Public Law "*The Constitution and the Laws of the United States are made in Pursuance of all Treaties made, under the Authority of the United States, the supreme Law of the Land; and the Judges in every State are bound by, any Thing in*

the Constitution or Laws of any State to the Contrary notwithstanding." **Article VI In Private Law**, the Constitution takes a back to legal private contract terms, and you have to have an agreement between all parties concerned to enforce a contract to avoid "Public Law" problems

Since the beginning, the Title IV-D agency has been unable to present another instrument of authority, and there has been no rebutting evidence; therefore, Blessett's charges remain the truth

The material evidence and facts presented shifts the burden of proof to the Title IV-D agency to refute the charges made by Blessett in his Amended Complaint. The District Court has placed a higher standard of proof of evidence on Blessett, requiring a higher probability that particular facts are true. This standard sets a higher threshold than the preponderance of the evidence standard for civil actions.

The U.S. Supreme court has stated for the record Title IV-D is not an entitlement, it is the standard service a simple yardstick for the Secretary must look to the aggregated services provided by the State, not to whether the needs of any particular person have been satisfied. Blessing V Freestone, 520 U.S. 329 (1997)

The federal statute, 42 U.S.C. 603 (5)(c)(iii)(III) clearly states, "In the case of a noncustodial parent

who becomes enrolled in the project" while 42 U.S.C. 601(b) clearly states, "This part shall not be interpreted to entitle any individual or family to assistance under any State program funded under this part "and 42 U.S.C. 654(12) clearly states "require the State to provide individuals who are applying for or receiving services under the State plan, or who are parties to cases in which services are being provided under the State plan with a copy of any order establishing or modifying a child support obligation."

F. Title IV-D Incentives for collection performance are inducements and cash bounties on noncustodial parents under administrative law.

When dealing with Title IV-D, as a nationwide program, and the federal courts must reconsider their commitment to uniformity as the federal courts attended to separation-of-powers and institutional-competence of the program. Was it Congress's intention to induce the States to violate any independent constitutional prohibitions? Blessett charges Title IV-D's Incentive performance requirements are deceptive, aggressive, coercive, and predatory, which induce violations of the U.S. Constitution through Title IV-D's funding conditions under the Spending Clause. Title IV-D's incentive for performance conditions on federal grants is illegitimate, unrelated, and counterproductive to the federal interest. It is one way to subsidize the State's employee payroll, at

the expense of American families and federal taxpayers, to increase the State's income, just as any business. Title IV-D programs are federal agencies operated by state officials; therefore, it is a clear violation of "Separation of Powers."

Title IV contracts clearly and unambiguously impose penalties for under-performance as funding conditions. These requirements are related to the goals for efficient child-support enforcement growth and not promoting independence from welfare. Congress created conditions that induce States to violate the constitutional rights against child support debtors and for the States to find ways to increase their revenue, one of which is by deceptive aggressive enrollment, for more child support debtors. Regular practice is the aggressive enrollment into the Title IV-D program at the time of the birth of a child, which is deceptive when the parents are not fully informed about the full terms and implications for signing an acknowledgment of paternity, which automatically becomes an enrollment into this Title IV-D program, as soon as the custodial parent assigns his/her right to the Title IV-D agency.

Furthermore, it is deceptive when administrative hearings have the appearance of a judicial setting when these issues are being portrayed to have legal force. Worst of all, it is the enforcement of executive orders without legal standing as ongoing proactive material fraud. U.S. Congress Title IV's incentive conditions on funding are impermissibly coercive, an effect of the Title IV conditions "solely from the standpoint of the

incentive payments for performance." "Incident to this power, *Congress may attach conditions on the receipt of federal funds and has repeatedly employed the power 'to further broad policy objectives by conditioning receipt of federal moneys upon compliance by the recipient with federal statutory and administrative directives.'*" South Dakota v. Dole, 483 U.S. 203, 206 (1987) (quoting Fullilove v. Klutznick, 448 U.S. 448, 474 (1980) (opinion of Burger, C.J.)); see New York v. United States, 505 U.S. 144, 167 (1992). Congress may not induce the States to violate constitutional rights as a condition of its spending clause. An incentive payment system for administrative law performance is a "bounty" on a "specific class of debtors" enacted by Congress. The harsh penalties are without comparison to any other debtors in these United States. The 14th amendment is public law restriction against public official discriminatory behavior toward a specific class of debtors created by Congress. Congress created specific penalties for a particular class with inducements to encourage administrative law enforcement without U.S. Constitutional protections under Title IV-D contracts.

In 1998, Congress enacted the *Child Support Performance and Incentive Act, Pub. L. No. 105-200, 112 Stat. 645*. It is responsible for inducing discriminatory behavior toward individuals with child support debt as if it were some special kind of debt that deserves unequal treatment. Incentives under 42. U.S.C. 658a, by definition, is designed as an inducement to increase state collection and enrollment performance levels. Under 45 CFR § 305.40 penalty performance levels

and 45 CFR § 305.61 penalties for failure to meet Title IV requirements are designed by nature to coerce or increase predatory enrollment and creative collection. This civil action shows the Court what can happen through performance inducements, a policy of negligence or incompetence, or corruption. Still, the fact shows noncompliance with the safeguards of the federal contract.

With the contractual safeguard impossible to overlook, it is indeed an enforcement and collection contract with harsh penalties against a child support debtor without a written contract, with predatory marketing for enrollment through deception and concealment of the loss of the federal protections. The U.S. Supreme Court "*have suggested (without significant elaboration) that conditions on federal grants might be illegitimate if they are unrelated 'to the federal interest in particular national projects or programs.*" **South Dakota v. Dole, 483 U.S. 203, 206 (1987)** The State is not selling a service or product that benefits the individual child support debtor. Administrative law enforcement incentives promote corruption as it induces the States to cut corners to increase revenue. Blessett provided actual examples of the corruption in this civil action, showing a private attorney that perjured himself without fear of consequence. This constable is so complacent in his actions that it created the plausibility of fraud and the Title IV-D judge or an administrator.

G. Blessett challenges the constitutionality of 42 U.S.C § 658a of the Title IV-D of the Social Security

Act as an administrative law bounty on child support debtors. The program incentivizes discrimination against child support debtors as an implicit bias against Deadbeat parents. Equality is offered on the surface and denied by implicit bias of the deadbeat moniker established in H.R. Deadbeat Parents Punishment Act of 1998 signed by Bill Clinton. Along with the Incentive rewards for performance, 42 U.S.C § 658a to the state agencies under administrative law on any account or definition is an inducement to create an illegal bounty to increase the number of noncustodial parents under the program by creative means. The Title IV-D program is not an entitlement program and requires consent and notice under required federal provisions 42 U.S.C. 654(12) to be given to the noncustodial parent as tangible evidence of a modification of a state court order or proof of their consent to the services. Statute of Frauds requires a written contract for services that will last more than a year with consideration, benefits, and meeting of the minds. The U.S. Constitution requires public law restrictions to Title IV-D program consent to protect private law rights against government infringement.

The District Court's failure to secure federal provisions of the Title IV-D program and by not upholding the responsibilities given by the U.S. Congress regarding the Title IV-D leads to:

1. Fraud against the U.S. government.

That allows the 45 CFR 302.34 contractors aggressive behavior towards:

- a. Increased performance quotas for federal grant dollars,
- b. Promotes municipalities to increase Title IV-D customers and administrative services to those customers to subsidize their employee payroll.

2. Fraud against noncustodial.

The current environment is as follows:

- a. Forced Title IV-D unilateral contract without due process, without knowledge of penalties, without proof of consent, without benefits or considerations for the noncustodial.
- b. there is no tangible contract given.
- c. there is no repayment scheme for paternity fraud payments.
- d. there is no repayment scheme for overpayments made to the custodial parent.

e. there is no easy scheme for arbitration for reporting 45 CFR 304.34 contractors' violations or misconduct.

f. silence or non-activity defaults as consent or enrollment, which is an abuse of due process.

If a state Title IV-D agency cannot present material evidence of the noncustodial parents' compliance, the state plan violates a required federal provision 42 U.S.C. 654 eligibility.

The Courts ignore the "Statute of Frauds" protections, for a Title IV-D contracts without benefits, without a meeting of minds, and without consideration is a fraudulent contract of service to debt. The Courts permit a cascade of problems in its abuse of judicial discretion concerning 42 U.S.C. 654, and the supporting federal provisions.

In contract law involving equitable instruments as for child support, it is the Noncustodial parent who is the primary lender on the funds paid to the custodial parent. It is the primary lender that sets the terms of the financial contract to protect his or her financial interest in private law. It is government overreach that infringes on private law rights and deprivation public law right. U.S. Congress or state government may not create any infringements into intimate legal private matters. The rights granted free individuals not under contracts are clear in the U.S. Constitution. Without consent to Title IV-D contract,

noncustodial parents a free from contractual obligations to the program.

Courts have allowed public law abuses and overreach into the private domain when the Court fails to secure the protection in Title IV-D of the Social Security Act contract. There are no Federal Statutes or Code of Federal Regulations in the Title IV-D of the Social Security Act provisions in the for the return of payment to the noncustodial parent made for paternity fraud or support overpayments to the custodial parent.

District Courts do not report the fraud against the U.S. Government. It is serious when there are no easily accessible provisions or schemes for reimbursement to the taxpayer for the overcharges, or a system for reporting fraud. The reporting of misdirected payments submitted for paternity fraud, and mistaken collections and enforcement from non-Title IV-D participants, paid for reimbursements to 45 CFR 302.34 administrative service and fraud in the 42 U.S.C. 658a incentive payments for performance slip through the cracks. The District Court's actions promote legal misconduct of 45 CFR 302.34 contractors by not securing the federal provisions of Title IV-D. Without a directly accessible independent party in place for oversight to protect the federal funds, the Courts are sanctioning the theft of Taxpayer dollars through silence and providing an excuse for abuse and promoting fraud through failed enforcement of the federal provisions. The state Title IV-D programs need closer U.S. Government Accountability Office (GAO) inspection and Office

of Inspector General (OIG) for State False Claims Act Reviews. Based on the failed acknowledgment of the problems presented to the Courts, it is unacceptable.

Current Title IV-D federal provisions available that have led to abuses by 45 CFR 302.34 contractors to avoid penalties of 45 CFR § 305.61 for failure meet performance quotas to maintain or increase Government Grants of 45 CFR § 302.55 or expand U.S. Government reimbursement administrative services of 45 CFR § 303.107 without fear of civil or criminal retribution. This civil action presents the elements to support the federal courts as a plausible cause of the problem as a motivator for corruption, along with mistakes at the state local government level, improper training of 45 CFR 302.34 contractors.

The Title IV-D program lacks adequate federal provisions for the liabilities named and improper training for the specific responsibilities designated under state plans. The state courts and agencies have failed the noncustodial parents and protection of U.S. Government interest. The District Courts are following the same path without the guidelines established. Public opinion is not the rule of law, or just trying to get out of paying child support as a legal defense. The District Courts' inconclusive presumption and conclusory legal arguments prevent the noncustodial parent's equal protection of the law at the same time tolerating corruption and bad behavior.

District Court ignored the significance of the failure to protect the U.S government interest the promotes fraud by ignoring the 42 USC 654 federal provisions of Title IV-D state plans.

For the sake of 10th and 11th amendment protections for the State and individual citizens, the Supreme Court has recognized four general limitations: *spending must be in pursuit of the general welfare; any attached conditions must be unambiguous; conditions must also be related to a federal interest; and, the obligations imposed by Congress may not violate any independent constitutional provisions.* See Dole, 483 U.S. at 207-08. The Supreme Court has recognized that Congress intended these linkages between Title IV-D child support programs and the TANF program. See Sullivan v. Stroop, 496 U.S. 478, 484 (1990) (concluding Congress intended the two programs to "operate together closely to provide uniform levels of support for children of equal need") Federal statute 42 U.S.C § 658a blurs the line as a bounty on noncustodial to increase the contractor's income and efforts to reduce welfare dependency in Title IV-A.

The U.S Supreme Court affirms the assumption, founded on " 'a robust common sense,' " that the States voluntarily exercise their power of choice when they accept the conditions attached to their acceptance of federal funds. Ibid. (quoting Steward Machine Co., 301 U.S. at 590).

The District Courts do not harm 10th amendment protections for Title IV-D State agencies by reporting and favoring the opposing litigant for violations of 42 U.S.C 654(12) and supporting federal provisions 42 U.S.C. § 666(a)(12), (13)(A), and (16), for 14th amendment section 5 Driver's Privacy Protection Act of 1994 (DPPA) in this civil action.

The District Courts do not harm 10th amendment protections for Texas 45 CFR 302.34 contractors by reporting to HHS and favoring Blessett for the DPPA violations. Just as OAG illegal act in the suspension of state driver licenses, and Texas law to "*withhold state automobile registration renewal*" Texas Family Code 232.0022 as Supreme Court Law doctrine workaround without due process. Creative ways to increase income from federal contracts. The District Courts do not harm 10th amendment protections for "Political Subdivision" legal, clerical administrators in favoring the opposing litigant for violations in the use of DPPA information for location services, to suspend state driver licenses, and withhold state automobile registration.

As 42 U.S.C. § 2000d-7(a)(1) (emphasis added). *The Supreme Court held that § 2000d-7(a)(1) accomplished a valid and unambiguous waiver of the states' Eleventh Amendment immunity. See Lane v. Pena, 518 U.S. 187, 198-200, 116 S.Ct. 2092, 135 L.Ed.2d 486 (1996); Koslow, 302 F.3d at 172 (Pennsylvania's receipt of federal funds under the State Criminal Alien Assistance Program effected a waiver of its Eleventh Amendment*

immunity for claims under § 504 of the Rehabilitation Act). The DPPA violation establishes an effective waiver of the Texas Department of Public Safety and the Title IV-D agency 11th amendment immunity by an act of Congress.

U.S. Supreme Court has recognized that Congress intended these linkages between Title IV-D child support programs and the TANF program. See Sullivan v. Stroop, 496 U.S. 478, 484 (1990) (concluding Congress intended the two programs to "operate together closely to provide uniform levels of support for children of equal need") U.S. Congress itself required that States must follow 42 U.S.C. 654. Ambiguities in the proper "scope and interpretation" of an express condition on funding that is later clarified through regulation that raises an issue under the Spending Clause.

G. Blessett has the 5th, 10th, 14th, and 9th amendment right to enjoy his "Final Divorce Decree" and "Immunities Clause" protections "that are fundamental individual rights" that may not be infringed upon by government entities or private corporations. The U.S. Supreme Court decisively held that incorporated Due Process Clause and Equal Protection Clause protections are all to be enforced against the States under the Fifth and Fourteenth Amendment according to the same standards that protect those individuals' rights against federal encroachment." Blessett's right to enjoy his Final Divorce Decree from unlawful government infringement is a "liberty under the Due Process Clause that is defined in a most

circumscribed manner, with central reference to specific historical practices" of contract law and commerce. Quoting Washington v. Glucksberg, 521 U. S. 702, 721 (1997)

The Title IV-D agency is not in compliance with the promulgated statutes under 42 U.S.C. 654, Texas Family Code Sect.231 and U.S. Constitution. *"A district court, by definition, abuses its discretion when it makes an error of law." Koon v. United States, 518 U.S. 81, 100 (1996).*

Blessett does not disturb Texas' 11th Amendment Immunity privilege by charging the Title IV-D for noncompliance with 42 U.S.C. 654 contractually binding language of the contract requirements and terms to protect the states' 10th amendment right. You cannot violate the entity's protection for holding the guilty parties accountable to the contractual terms

.Blessett's Decreed Divorce Contract is the legal instrument of authority with the terms and agreed upon conditions with a contract clause stating, *"It is ordered and Decreed that all relief requested in this case and not expressly granted is denied." 28 U.S.C. 1738B, Contract Clause Article I, section 10, clause 1, Commerce Clause, 5th and 14th amendment protections*

Blessett has the enumerated rights under the 9th amendment to enjoy his Final Divorce Decree without government infringement. *"Where legal*

*rights have been invaded, and a federal statute provides for a general right to sue for such invasion, federal courts may use any available remedy to make good the wrong done." Bell v. Hood, 327 U.S.
Bivens v. Six Unknown Named Agents of
Federal Bureau of Narcotics 403 U.S. 388
(1971) commonly known as a "Bivens remedy*

CONCLUSION

Blessett respectfully asks this judicial body to address U.S. Constitution conflicts, legal oversight, and neglected injuries against the Petitioner within the text of this petition.

Respectfully submitted,



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