No. 21-1507

In the Supreme Court of the United States

HOUSTON BYRD, JR.,

Petitioner,

v.

BRAD D. FARNSWORTH AND CHRISTOPHER COOK,

Respondents.

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

PETITION FOR A WRIT OF CERTIORARI

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MAY 23, 2022
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QUESTIONS PRESENTED

1. Did the Circuit court violate one's civil and constitutional rights with respect to Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, . . . "; Fourteenth Amendment Equal Protection Clause; Fifth Amendment, "due process of law"; Absence of Jurisdiction and Lack of Duty to Act Fairly for a fair hearing and no bias?

2. Was, the courts' actions prejudicial and did the courts Conspire, Ignore and Violate a.) Article III of the Constitution to administer justice fairly and impartially; b.) Court's Oath of Office, 28 U.S. Code § 453 – Oaths of justices and judges; c.) Federal Rules of Civil Procedure 1 administer justice fairly and impartially; d.) disavowed the precedents of 28 U.S. Code § 1332, 28 U.S. Code § 1369 and 28 U.S.C. § 1441(b)(2); e.) 29 U.S. Code § 1109. Liability for breach of fiduciary duty and the Investment Advisers Act of 1940 and f.) Federal en banc provisions? All Plain-Prejudicial Errors.

LIST OF PROCEEDINGS

United States Court of Appeals for the Sixth Circuit

No. 21-3623

Houston Byrd, Jr., *Plaintiff-Appellant*,
v. Christopher Cook; Et al., *Defendants-Appellees*

Date of Final Opinion/Order: November 8, 2021

Date of Rehearing Denial: December 15, 2021

United States District Court Southern District of Ohio Eastern Division (Columbus)

No. 2:21-cv-2288

Houston Byrd, Jr., *Plaintiff*,
v. Christopher Cook; Et al., *Defendants*

Date of Final Opinion/Order: June 30, 2021

TABLE OF CONTENTS

TABLE OF CONTENTS – Continued

Page

APPENDIX TABLE OF CONTENTS

OPINIONS AND ORDERS

TABLE OF CONTENTS – Continued

Page

OTHER DOCUMENTS

TABLE OF AUTHORITIES

Page

CASES

TABLE OF AUTHORITIES – Continued

Page

TABLE OF AUTHORITIES – Continued

Page

CONSTITUTIONAL PROVISIONS

STATUTES

TABLE OF AUTHORITIES – Continued

JUDICIAL RULES

PETITION FOR A WRIT OF CERTIORARI

Petitioner Houston Byrd, Jr. respectfully petition this court to review the Judgement of the United States Court of Appeals for the Sixth Circuit.

OPINIONS BELOW

The Opinion and Order of the United States Court of Appeals for the Sixth Circuit, dated November 8, 2021, is included at App.9a. The Order of the Sixth Circuit denying a petition for rehearing, dated December 15, 2021, is included at App.7a. The Petitioner filed a Non-Discretionary Findings and Recusal Motion, and the Order Denying this Motion, dated December 22, 2021, is included at App.5a. The Mandate Order, filed January 3, 2022, is included at App.3a. All Petitioner's filings were arbitrarily DENIED.

The District Court's Opinion and Order, dated June 30, 2021, and included at App.15a, was blatantly abusive to Petitioner without cause, and arbitrarily DENIED all Petitioner's motion and vilified the Petitioner. The majority of the Opinion and Order failed to argue the JURISDICTION; even though over 35 prior pleadings arguing for the Removal and for the Respondents. The exhibits before the court which clearly documented a Traditional IRA were misconstrued. Objections (ECF No. 17) to the Court's May 25 Opinion and Order are OVERRULED as are his objections (ECF No.19) to the Magistrate judge's June 4, 2021, Order. The case was arbitrarily DISMISSED.

The clerk was DIRECTED to terminate it from the docket of the United States District Court for the Southern District of Ohio.

JURISDICTION

The highest tribunal in the Nation hears cases and controversies arising under the Constitution or the laws of the United States. The Sixth Circuit issued its opinion on November 8, 2021. (App.9a). The Sixth Circuit denied a petition for rehearing on December 15, 2021. (App.7a). The Clerk of Court provided additional time to file a petition through May 23, 2022. This Court has jurisdiction under 28 U.S.C. § 1254.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

29 U.S.C. § 1109
Liability for breach of fiduciary duty

> (a) Any person who is a fiduciary with respect to a plan who breaches any of the responsibilities, obligations, or duties imposed upon fiduciaries by this subchapter shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary, and shall be subject to such other equitable or remedial relief as the court may deem appropriate, including removal of fiduciary agent.

a. The courts avoidance of the bilateral contract between financial advisor and Petitioner (App.45a), Account Registration, for a Traditional IRA and not an annuity, the cause of the original complaint signed on December 10, 2012.

b. The courts avoidance of the FA unilateral breach of the contract on April 28, 2017 (App.50a), the cause of the original complaint.

c. Finally, the 401K monies were released after being placed in a 'house account' with no growth nor supervision on September 6, 2019! Which precipitated the civil complaint.

These other provisions are also involved in this case:

15 U.S.C. § 80(b)1-21

Financial advisers (FA) must adhere to the Investment Advisers Act of 1940, 15 U.S.C. § 80(b)1-21 fiduciary duty and act primarily on behalf of their clients 1.) the Act imposes upon the adviser the "affirmative duty of 'utmost good faith' and full and fair disclosure of material facts" as part of their duty to exercise client loyalty and care and 2.) Sec. 202 (a)(11) and 3.) be competent and trained.

42 U.S. Code § 1985 (2)
Conspiracy to interfere with civil rights; Obstructing justice

Civil Rights Act of 1866, 14 Stat. 27–30

U.S. Constitution, Article III

Article III of the Constitution requires courts to administer justice fairly and impartially.

In addition, Fraud void ab initio all Orders, *Nudd v. Burrows* (1875), 91 U.S. 426, 23 L.Ed 286, 290.

STATEMENT OF THE CASE

Petitioner Byrd signed a bilateral contract with the financial advisor (FA) on December 12, 2012. (App.45a). The contract clearly says Traditional IRA. The FA alleges an IRA is an annuity? When questioned about no appreciable growth, the FA unilaterally breached a bilateral contract on April 28, 2017, EXHIBIT 7. Instead of 1.) resigning and returning Petitioners' monies; 2.) the FA breached the bilateral contract and placed Petitioner's account in a non-assistance house account' and threaten us with surrender fees, see, email business record on August 17, 2015 (App.49a). 3.) there was no growth for 7 years and 4.) the FA alleged an IRA was an Annuity. If true why breach a contract and Misrepresent material facts? If the contract was an annuity, the FA could have Exchanged or Replaced the Current Annuity upon Petitioner's request or returned Petitioner's monies upon the unilateral breach.

Pursuant to Rule 10. Considerations Governing Review on Certiorari Rules of the Supreme Court of the United States, Petitioner Byrd files this Writ in accordance with (a) a United States court of appeals has entered a decision in conflict with the decision of another United States court of appeals on the same important matter and applicable Codes and Statutes.

A misrepresentation is an affirmative statement that is misleading or false. When an alleged misrepresentation concerns "hard information"—"typically historical information or other factual information that is objectively verifiable"—it is actionable if a

plaintiff pleads facts showing that the statement concerned a material fact and that it was objectively false or misleading. *Murphy v. Sofamor Danek Grp., Inc. (In re Sofamor Danek Grp., Inc.)*, 123 F.3d 394, 401 (6th Cir. 1997).

A failure to disclose information when it had a duty to do so. If the new information is soft, then a person or corporation has a duty to disclose it "'only if [it is] virtually as certain as hard facts'" and contradicts the prior statement. *Sofamor Danek*, 123 F.3d at 402 (*quoting Starkman v. Marathon Oil Co.*, 772 F.2d 231, 241 (6th Cir. 1985)).

A defendant is not relieved of the consequences of a material misrepresentation by lack of knowledge when the means of ascertaining truthfulness are available. In appropriate circumstances, the government may establish the defendant's knowledge of falsity by proving that the defendant either knew the statement was false or acted with a conscious purpose to avoid learning the truth. *See, United States v. West*, 666 F.2d 16, 19 (2d Cir. 1981); *Lange*, 528 F.2d at 1288; *United States v. Clearfield*, 358 F.Supp. 564, 574 (E.D. Pa. 1973).

Proof that the defendant acted with reckless disregard or reckless indifference may therefore satisfy the knowledge requirement, when the defendant makes a false material statement and consciously avoids learning the facts or intends to deceive the government. *See, United States v. Schaffer*, 600 F.2d 1120, 1122 (5th Cir. 1979).

Negligence and Breach of Fiduciary Duty. The standards for negligence and breach of fiduciary duty in Ohio are similar.

To prevail on a claim of negligence, the plaintiff must show that (1) the defendant owed him or her a duty of care, [original IRA contract] (2) the defendant breached that duty of care, [misrepresented an IRA as an Annuity and the FA breached a bilateral contract] and (3) the breach proximately caused the injury [refer to Exhibit, once, the FA transferred a small percentage of our monies–per the IRA contract all should have been in an IRA–that monies had a significant growth. The FA was uncompromising with Petitioner's monies and alleged an IRA was comparable to an Annuity–which was patent OMISSION] *Chambers v. St. Mary's Sch.*, 697 N.E.2d 198, 200 (Ohio 1998); *Stuckey v. Online Resources Corp.*, 819 F. Supp.2d 673, 682 (S.D. Ohio 2011) (*citing Williams v. Aetna Fin. Co.*, 700 N.E.2d 859, 868 (Ohio 1998)).

This is a Clear fiduciary breach and negligent misrepresentation of a material fact, *Leal v. Holtvogt.*, *See*, Investment Advisers Act of 1940 and 29 U.S. Code § 1109. Liability for breach of fiduciary duty (a). The FA misrepresented facts by alleging an Annuity when we clearly signed a Traditional IRA. Fiduciary's omission and Breach as a result of a fraudulent misrepresentation of pertinent material facts and did the FA's unilaterally breaching a bilateral contract by terminating the contract on April 28, 2017, before a mutual agreement to do so, *i.e.*, returning monies, etc.?

In Ohio, the statute of limitations to file a lawsuit for breach of a written contract is 8 years and 6 years for breach of an oral contract. The statute of limitations begins to run on the date the cause of action accrues, which is usually the date of the

breach of the contract, refer to Ohio Revised Code sections 2305.06 and 2305.07.

NOTE: The Exhibit at App.49a before the courts clearly documents, a Traditional IRA. There are only three types of IRAs: 1.) Traditional; 2.) Roth and 3.) Rollover. There are only three types of annuities: 1.) Fixed annuities 2.) Variable annuities and 3.) Indexed annuities.

> From: Brad Farnsworth
> Sent: Wednesday, June 1, 2016 9:53 AM
> To: Houston Byrd
> Subject: RE: Reallocating monies to purchase stocks
>
> "IRA is a title that means it's an individual retirement account. Annuity is a type of an investment vehicle and it could be an IRA or a non-qualified account. You can have an IRA; Annuity, Stock, Mutual Fund, Bond, etc. We will go over all the stocks when you come in for review. There is a way to buy or sell stocks at a certain price." (Emphasis) (App.49a, Exhibit 1-A before the courts.

A Fiduciary Breach of a Contract was filed in the Licking County Court of Common Pleas, Newark, Ohio case No. 21-cv-0287 (App.45a), for a Traditional IRA and NOT an ANNUITY. The Financial Advisor refused to recognize a bilateral Traditional IRA contract; even though, we both signed (App.47a). The Financial Advisor unilaterally breached the bilateral Contract

(App.50a), and refused to release monies under threats (App.48a).

The district court filed an Opinion and Order (O&O) on June 30, 2021 (App.15a), affirmed by the Circuit court's November 8, 2021 Order (App.9a). The O&O amiss alleged petitioner had an Annuity, page 7 alleges FINRA is immune from suit; page 8, para. 1 (the Respondents' Disclosure of Corporate Affiliations and Financial Interest, Document 11, filed July 23, 2021, states, FINRA is a PRIVATE, not-for-profit corporation (App.41a) and erroneously alleged the complaint was time-barred (App.10a). In Ohio, the statute of limitations to file a lawsuit for breach of a written contract is 8 years and 6 years for breach of an oral contract—Ohio Revised Code sections 2305.06 and 2305.07. The orders systemically argued a false ANNUITY narrative 'smokescreen' and failed to argue the Removal after 30 pleadings in the district court.

Petitioner Byrd appealed the O&O to the United States Court of Appeals for the Sixth Circuit on July 15, 2021, case No. 21-3623. The Sixth Circuit filed an Order on November 8, 2021, which 'backtracked' on the district court's June 30, 2021, O&O but conveniently eschewed the following essential dissentions to the O&O: 1.) 28 U.S. Code § 1369 and 28 U.S.C. § 1441 (b)(2) which, patently states, when an action "may not be removed" and 2.) did, the Respondents initially file a required Notice of Appearance, AO 458, in the district court?

Petitioner Byrd filed a Motion for an En Banc Review on November 12, 2021. The Sixth Circuit filed an Order on December 15, 2021 (App.7a), affirming district court's June 30, 2021, O&O. The Petitioner filed an Objection and Findings Request December 20,

2021. No response, refer to FRCP Rule 1. Sixth Circuit filed a Mandate on November 29, 2021, to the district court after Petitioner's Request for Documents.

Petitioner Objected on January 1, 2022. Court Responded January 3, 2022 with a Denial (App.3a). Finally, Petitioner filed a Rule 60 Request on December 27, 2021, and Stay on January 1, 2022, NO RESPONSES, nor sustainable argument as to why.

Was it legal for the Clerk to sign court Orders and did the court comply with Federal en banc processes? The clerk signed, the November 8, 2021, Order contradicted: Sixth Circuit Rule 6 Cir. R. 45 Duties of Clerks-Procedural Orders (a) Orders. *Also, see* FRCP 77. Finally, the December 15, 2021, Order despoiled Cir. I.O.P. 35 En Banc Determination (e) and (f). Petitioner Byrd requested a 'poll'. The Order failed to secure uniformity, a court en banc shall consist of all active circuit judges of the circuit.' 28 U.S.C. § 46(c); Supreme Court's view in *Western Pacific Ry. Corp. v. Western Pacific Ry. Co.*, 345 U.S. 247, 73 S.Ct. 656, 97 L.Ed. 986 (1953).

REASONS FOR GRANTING THE PETITION

"[T]he right of access to the courts is a fundamental right protected by the Constitution." *Delew v. Wagner*, 143 F.3d 1219, 1222 (9th Cir. 1998). The First Amendment "right of the people . . . to petition the Government for a redress of grievances," which secures the right to access the courts, has been termed "one of the most precious of the liberties safeguarded by the Bill of Rights." *BE & K Const. Co. v. NLRB*, 536 U.S. 516, 524-25 (2002); *Christopher v. Harbury*, 536 U.S. 403, 415 n.12 (2002) (noting that the Supreme Court has located the court access right in the Privileges and Immunities clause, the First Amendment petition clause, the Fifth Amendment due process clause, and the Fourteenth Amendment equal protection clause).

As, a court of EQUITY; the constitutional duty of this court is to affirm the VALIDITY of copious VOID AB INITIO cases and the REMOVAL statutes. The courts LACKED JURISDICTION. Rather than continue a fraudulent conspiracy, Title 18, U.S.C., Section 241 Conspiracy, perpetrated by the federal courts. The federal courts conspired against the fact, the Plaintiff had a Traditional IRA bilateral contract pursuant to 29 U.S. Code § 1109 and IGNORED the following REMOVAL statutes 28 U.S. Code § 1332 and 28 U.S.C. § 1441(b)(2). Court access, constitutional rights, avoidance of Rules of Court, VOID AB INITIO cases and the REMOVAL statutes are not discretionary.

1. The federal courts accepting a flawed filing and thereby, dishonored 28 U.S. Code § 1332-Diversity of citizenship; amount in contro-

versy; costs (d)(9)(C). A district court shall decline to exercise jurisdiction under paragraph (2)-(9); including a fiduciary breach.

2. 28 U.S.C. § 1441(b)(2) A civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendant is a citizen of the State in which such action is brought.

3. "Fraud upon the court" makes void the orders and judgments of that court. *State v. Swiger* (1998), 125 Ohio App.3d 456, 462, 708 N.E.2d 1033. The U.S. Supreme Court has consistently held that a void order is void at all times, does not have to be reversed or vacated by a judge, cannot be made valid by any judge, nor does it gain validity by the passage of time. The order is void ab initio, *Nudd v. Burrows* (1875), 91 U.S. 426, 23 L.Ed 286, 290.

The firm before the federal court injected immaterial and irrelevant arguments. The firm failed to file the required Notice of Appearance, AO 458, in the district court. A grievous error for them. The error legally invalidates any and all filings! However, if they now allege, they did, even though after numerous requests to the courts and the firm, they failed to provide one. There are forensic IT methods to verify if the timestamp is official and valid.

The clerk's signing, the November 8, 2021 (App. 9a), Order and other Orders contradicted; Sixth Circuit Rule 6 Cir. R. 45 Duties of Clerks-Procedural Orders

(a) Orders That the Clerk May Enter rather than the justices. The clerk may prepare, sign, and enter orders or otherwise dispose of the following matters without submission to the court or a judge, unless otherwise directed . . . A judge's stamp entered by the clerk makes it a valid, binding order, *see* App.3a. Finally, the December 15, 2021, Order despoiled Cir. I.O.P. 35 En Banc Determination (e) and (f), Petitioner Byrd requested a 'poll'. Circuit REFUSED.

1. Clear fiduciary breach and misrepresentation by the FA.
2. Clear breach of duty by the Courts.
3. "Fraud upon the court" makes void the orders and judgments of that court. The U.S. Supreme Court has consistently held that a void order is void at all times, does not have to be reversed or vacated by a judge, cannot be made valid by any judge, nor does it gain validity by the passage of time. The order is void ab initio." *Nudd v. Burrows (1875)*, 91 U.S. 426, 23 L.Ed 286, 290.

Was the REMOVAL in compliance with the "forum defendant rule" set out in 28 U.S. Code § 1369 and 28 U.S.C. § 1441(b)(2) and Fed. R. Civ. P. 12(h) Waiving and Preserving Certain Defenses. (3) Lack of Subject-Matter Jurisdiction?

If a court lacks jurisdiction over a party, then it lacks "all jurisdiction" to adjudicate that party's rights, whether or not the subject matter is properly before it. *See, e. g., Kulko v. Superior Court*, 436 U.S. 84, 91, 98 S.Ct. 1690, 1696, 56 L.Ed.2d 132 (1978); rendering any order null and void.

The Respondents REMOVED, the *complaint* to the United States District Court, Southern District Court of Ohio, (district court) pursuant to "28 U.S. Codes § 1331 (even though a diversity constitutional issue and not a fiduciary breach), 1441 and 1446" on May 5, 2021, case No. 2:21 cv 2288, (*see* App.1a). The Order at App.1a is contrary to the Circuit court's November 8, 2021, Order, page 2, para. 1 (App.10a). Why did, the court prejudicially embellished the filing? (*Emphasis*)

1. The Civil Cover Sheet (App.43a), in evidence, filed by the Respondents clearly states the defendants as Farnsworth and Cook. So, why have the courts continually only reference Cook, an out of state defendant?

2. Did the Respondents violate Federal Rules of Civil Procedure, Rule 11(b) REPRESENTATIONS TO THE COURT. (1)(2)(3)(4)? Hence, the sanction requests.

3. 28 U.S. Code § 1369-Multiparty, multiforum jurisdiction (b)REMOVAL BASED ON DIVERSITY OF CITIZENSHIP. 2.

4. A civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendant is a citizen, including banks, of the State in which such action is brought, also 28 U.S. Code § 1332, section d(9)(C), a district court shall decline to exercise jurisdiction, especially a fiduciary breach.

5. 28 U.S.C. § 1441(b)(2) A civil action otherwise removable solely on the basis of the jurisdic-

tion under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendant is a citizen of the State in which such action is brought.

6. Plain-Error Relief. (i) there was an error, (ii) that the error was plain, and (iii) that the error affects "substantial rights," *i.e.,* that there is "a reasonable probability that, but for the error, the outcome of the proceeding would have been different." *Rosales-Mireles v. United States*, 585 U.S. 556 U.S. 129, 135.

Appellee Farnsworth and Petitioner Byrd signed a bilateral contract for a Traditional IRA contract (App.45a). So, why have the courts arbitrarily perpetrated a false annuity narrative and was there a unilateral breach, 29 U.S. Code § 1109 and misrepresentations, Exhibit 7?

Abuse of Discretion. Under this standard, the court of appeals must affirm unless it determines that "the district court has made a clear error of judgment, or has applied an incorrect legal standard." *Alexander v. Fulton County*, 207 F.3d 1303, 1326 (11th Cir. 2000).

a) Deference to 28 U.S. Code § 453 – Oaths of justices and judges.

b) Did the courts comply with Article III of the Constitution to administer justice fairly and impartially, the courts as triers of fact; the courts violated their Oath of office. The orders, extraneously vilified the Petitioner's civil and constitutional rights, refer to Supreme Court R. 24(6) . . . "free of irrelevant, immaterial or Scandalous matters". *Gomillion*

v. Lightfoot, 364 U.S. 155 (1966), *cited also in Smith v. Allwright*, 321 U.S. 649 (1944). "Constitutional 'rights' would be of little value if they could be indirectly denied." *Mallowy v. Hogan*, 378 U.S. 1 "All rights and safeguards contained in the first eight amendments to the federal Constitution are equally applicable."

c) 18 U.S. Code § 241-Conspiracy against rights. If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, . . . and 18 U.S. Code § 1622-Subornation of perjury.

d) FRCP Rule 52–Findings and Conclusions by the Court; Partial Findings (a)(1) *In General.* [t]he court MUST find the facts specially and state its conclusions of law separately. "Must" is mandatory.

e. De Novo. Under "de novo" review, an appellate court decides an appeal without any deference to the lower court's decision.

f) Review for "clear error" grants significant deference to the district court's decision." *Pullman-Standard v. Swint*, 456 U.S. 273, n.19 (1982) *also, see McLane CO. v. EEOC*, 804 F.3d 1051, vacated and remanded.

g) Substantial Evidence. The courts refused to argue the relevant evidence before them. Rule 401. Test for Relevant Evidence is relevant

> if: (a) it has any tendency to make a fact more or less probable than it would be without the evidence; and (b) the fact is of consequence in determining the action.

Whereas, the Respondents refused to present any probative evidence to dispute a Traditional IRA. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." *Richardson v. Perales*, 402 U.S. 389, 401 (1971).

CONCLUSION

An order that exceeds the jurisdiction of the court, is void, or voidable, and can be attacked in any proceeding in any court where the validity of the judgment comes 32 32 32 into issue. (*See Rose v. Himely*, (1808) 4 Cranch 241, 2 L.Ed 608; *Pennoyer v. Neff*, (1877) 95 U.S. 714, 24 L.Ed 565; *Thompson v. Whitman*, (1873) 18 Wall 457, 21 L.Ed 897; *Windsor v. McVeigh*, (1876) 93 U.S. 274, 23 L.Ed 914; *McDonald v. Mabee*, (1917) 243 U.S. 90, 37 S.Ct 343, 61 L.Ed 608; *U.S. v. Holtzman*, 762 F.2d 720 (9th Cir. 1985) The case before the federal courts had an issue of law presented, that the Circuit and Appellate Court did not review, and then misconstrued the facts. Constitutionally, Petitioner deserved to be treated equally, with respect by both courts and deserved to have the facts and evidence heard, weighed carefully and fairly.

Both, the Southern District and Sixth Circuit Court of Appeals failed impartial be a trier of fact and law and conspired against the Rules of Court and

numerous Removal statutes. First, this case must be REMANDED to the district court for proper rulings.

"What makes a system adversarial rather than inquisitorial is . . . the presence of a judge who does not +conduct the factual and legal investigation, but decides on the basis of facts and arguments pro and con adduced by the parties." *McNeil v. Wisconsin*, 501, U.S. 171 (1991).

Title 18, U.S.C., Section 241 Conspiracy Against Rights. This statute makes it unlawful for two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state, territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States, (or because of his/her having exercised the same). When a judge acts intentionally and knowingly to deprive a person of his constitutional rights he exercises no discretion or individual judgment; he acts no longer as a judge, but as a "minister" of his own prejudices.

Second, Petitioner Byrd is petitioning the court for $5,500.00 due to fraud and misconduct for the unnecessary filing fees and resources.

Respectfully submitted,

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MAY 23, 2022