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No. USA5 No. 20-40135

Supreme Court, U.S.

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OFFICE OF THE CLERK

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

*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

Joe Blessett disagrees with the lower court decisions to affirm the district court judgment.

1. Does the State Title IV-D Agency operate as a business-to-business enterprise for a profit with the United States under Cooperate Federalism to be subjected to Clearfield Trust Doctrine scrutiny?
2. Is Joe Blessett as the creditor or any other Individual entitled to uniform commerce and contract clause protections?
3. Did the State Agency waive its immunity through tacit conduct incompatible with an intent to preserve that immunity?

PARTIES TO THE PROCEEDINGS

Petitioner: Joe Blessett Pro Se

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

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Corporate Disclosure Statement

“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. Therefore, Joe Blessett, a person of maturity, is the Holder in Due Course of the legal negotiable instrument.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner JOE BLESSETT respectfully requests the issuance of a writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit.

OPINIONS BELOW

The opinion of the Courts.

1. Joe Blessing v Texas Office of the Attorney General Galveston County Child Support Enforcement Division No. 3-17-164 United States District Court Southern District of Texas. Judgment entered February 12, 2018
2. Joe Blessing v Texas Office of the Attorney General Galveston County Child Support Enforcement Division No. 18-40142 United States Court of Appeals Fifth Circuit. Judgment entered March 6, 2019
3. Joe Blessing v Texas Office of the Attorney General Galveston County Child Support Enforcement Division No. 3-17-164 United States District Court Southern District of Texas. Judgment entered August 27, 2019
4. BLESSETT, JOE V. OFFICE OF THE ATT'Y

5. GEN. OF TX No. 20-153 U.S. Supreme Court. The petition for a writ of certiorari before judgment is denied. October 19, 2020
6. Joe Blessett v Texas Office of the Attorney General Galveston County Child Support Enforcement Division No. 20-40135 United States Court of Appeals Fifth Circuit. Judgment entered October 6, 2021

JURISDICTION

The judgment of the U.S. Appeals for the Fifth Circuit was entered on October 6, 2021. This Court jurisdiction on 28 U.S.C. 1254 presentation of the facts and law relating to opposing judicial opinions and questions of constitutionality to review a case judgment rendered in the U.S. 5th Circuit Court of Appeals.

CONSTITUTIONAL PROVISIONS

Commerce Clause Article 1, Section 8, Clause 3
Contract Clause Article 1, Section 10, Clause 1
US Constitution, 5th Amendment
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STATUTORY PROVISIONS INVOLVED

1. Full Faith and Credit for Child Support Orders Act (FFCCSOA) U.S.C. § 1738B
2. Title IV-D of the Social Security Act
3. 42 U.S.C. § 654(3)
4. 42 U.S.C. § 654 (12)
5. 42 U.S.C. § 658a
6. 42 U.S.C. § 1983

STATEMENT

This case presents recurring questions of economic importance that have divided the courts of appeals as to tacit conduct incompatible with preserving 11th amendment immunity and the people's expected rights to uniform commerce and contracts. The Court's opinion jeopardizes general public welfare. When Lapides sought certiorari, it was agreed to decide whether "a state waives its Eleventh Amendment immunity by its affirmative litigation conduct. It is clear in general that "*where a State voluntarily becomes a party to a cause and submits its rights for judicial determination, it will be bound thereby and cannot escape the result of its own voluntary act by invoking the prohibitions of the Eleventh Amendment.*" Gunter v. Atlantic Coast Line R. Co., 200 U. S. 273, 284 (1906), Lapides v. Board of Regents of Univ. System of Ga., 535 US 613, 2002. It is not clear as to an unanswered affirmative defense to direct challenge to immunity under procedural law. In Blessett v Texas Office of Attorney General Galveston County Child Support Enforcement Division, Dist. Court, SD Texas (2018) No. 3:17-CV-00164 the District Court did not dismiss for subject matter on the grounds of 11th amendment immunity. In Blessett v Texas Office of Attorney General Galveston County Child Support Enforcement Division, U.S. 5th Cir. Court (2019) No. 18-40142 the U.S. 5th circuit court acknowledged

that the petitioner had the right to pursue claims not voided by the Rooker Feldman Doctrine. *Respondent contended that the U.S. District Court had no subject matter jurisdiction¹ ² over Plaintiff's claims because they are preempted by the Rooker-Feldman Doctrine. Joe Blessett v Texas Office of the Attorney General Galveston County Child Support Enforcement Division No. 3-17-164 TXSD (2018)*

The Court was asked to address Federal statute 42 U.S.C. 654 (12). It imposes a binding obligation on the State intended by the U.S. Congress to benefit Blessett. It is an asserted right not so “vague and amorphous” that its enforcement would strain judicial competence. Moreover, there is a public expectation for equal justice in the judicial system, equal services provided by state governments, the Petitioner’s Final Divorce Decree 5th amendment protections as a legal instrument of value, uniform commerce protections, and the Petitioner’s Final contract law protections. The principle of equity requires the OAG to produce a legal instrument with contractual stipulations for equity to correct a defect in equity. Under the lower courts’ decisions implies

¹ Dkt. 21-218.

² FRCP 7(b) Motions and Other Papers. (1) In General. A request for a court order must be made by motion. The motion must: (A) be in writing unless made during a hearing or trial; (B) state with particularity the grounds for seeking the order; and (C) state the relief sought.

state government superiority over the U.S. Constitution and subordination of the people to the state. It is a direct contradiction of the United States' public policies. It is the transfer of the people's right to self-government to their servants. The U.S. Constitution rejects unlimited government power and allows the ability to restrain internal wrongs without establishing a sovereign power capable of robbing one citizen to enrich another.

It all comes down to a state agency's unlawful enforcement of a financial claim without proof of that financial obligation. It is an example of a sovereign's direct subjugation of an individual, and it conflicts with U.S. Constitution restrictions on states. The petitioner is entitled to the commerce clause and contract clause protections. So are the People to abandon the general principles of equitable law and the U.S. Constitution, disregard uniform commerce, and full faith and credit of contract law. These basic legal principles should apply to all matters in equity and at law.

REASON FOR GRANTING THE PETITION

We ask the Court to review item #43 LOSS OF SOVEREIGN IMMUNITY³ in the May 19, 2017,

³ Dkt. 1-14

original complaint. To grant the OAG immunity, the Court ignores established rules of law for irrebuttable presumption. A conclusive presumption cannot be disproved that the OAG did not raise an affirmative defense for immunity when challenged to the original complaint in 2017 and before the 2019 5th Circuit Court judgment. The court is obligated to draw a conclusion if no evidence is received to dislodge the presumption. It is Joe Blessett's position that state agency's actions have harmed fundamental public policy.

A. A state's immunity from suit is not absolute; a state may consent to suit in federal court by its tacit conduct. The U.S. 9th Circuit Court provides a valid argument contradicting the U.S. 5th Circuits conclusion *Coll. Sav. Bank v. Fla. Prepaid Postsecondary Educ. Expense Bd., 527 U.S. 666, 675 (1999)*. The “test for determining whether a State has waived its immunity from federal-court jurisdiction is a stringent one.” *Id.* (*quoting Atascadero State Hosp. v. Scanlon, 473 U.S. 234, 241 (1985)*, superseded by statute on other grounds as stated in *Lane v. Pena, 518 U.S. 187, 197-200 (1996)*). The Court generally “find[s] a waiver either if the State voluntarily invokes [federal court] jurisdiction or else if the State makes a ‘clear declaration’ that it intends to submit itself to [the Court’s] jurisdiction.” *Id.* at 675-76 (citations omitted).. Federal Rules of Civil Procedure 7 a motion

expressed with particularly legally binds the OAG to Federal Jurisdiction through explicit legal actions and tacit conduct. The OAG had explicit knowledge of the immunity challenge in the original complaint and acquiesced. “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.* The OAG took advantage of 11th Amendment immunity as their defense to suppress the answers to the U.S. Constitution questions as a tactical advantage. The original complaint was brought under contract law, and a second judgment was rendered on March 6, 2019, in the U.S. 5th Circuit Court. The case was remanded to the federal district court to address the fraudulent enforcement and collections by the OAG under Title IV-D of the Social Security Act. In the original federal district court complaint, the OAG was given timely legal notice of the Blessett’s intentions regarding their 11th amendment protections.

Nevertheless, the OAG affirmed its waiver of 11th amendment immunity through its tacit conduct and failure to follow established civil procedures. On March 6, 2019, the U.S. 5th Circuit Court affirmed in part remanding the cause of action for the deceptive practices concerning contracts and denied the cause of actions protected by the Rooker Feldman Doctrine.

The OAG's failed to request an affirmative defense timely against a direct challenge before March 6, 2019, U.S. 5th Circuit Court decision waived its 11th amendment immunity by its tacit conduct.

The state does not lose its sovereignty. The state agency unseen government employees lose the ability to abuse noncustodial parents' cloaked in immunity. We have to realize that more Pro se litigants are objecting to the Title IV-D agencies' abuses. We cannot ignore this small minority lack the political clout to make changes at the ballot box to move legislation. We must rely on the judicial system for equitable estoppel.

B. The Respondent breached their duties to federal contract, their dishonest conduct, and their avoidance of "Procedural Law Process" is evidence of practices not based in law nor contractual. As 42 U.S.C. 654(3) contracted agency, the OAG agreed to the terms of the private federal contract and the liabilities for failure to meet those federal provisions of the contract as affirmed under *§ 1983 enforcement remedy Rosado v. Wyman*. The Texas 42 U.S.C. 654(3) contracted agency is the United States contracted collection and enforcement business. We have affirmed 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. (quoting Steward Machine Co., 301 U.S. at 590).

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 in this civil case. U.S. Congress took great pains not to interfere with a private contract drafting Title IV-D of the Social Security Act. The Court's action rewrites *Commerce Clause*, private *Contract Clause* protections, and the U.S. Congress codified protections in the Title IV-D of the Social Security Act. The decision denies Blessett uniform commerce clause Article 1, Section 8, Clause 3 of the U.S. Constitution, and Contract Clause Article 1, Section 10, Clause 1, protections through the judicial branch act. The court decision gives the OAG's unseen employees administrative actions immunity from U.S. Constitution restrictions on state government's infringement on individuals. The OAG physical enforcement and collection of a financial obligation by force without evidence of a financial commitment to the state is an injurious infringement, noncompliance of an Act of the U.S. Congress, and fraud against the U.S. government for every dollar paid to service a contract against Blessett.

Blessett demanded to see the legal instrument of authority that gave OAG the legal capacity to enforce the Title IV-D program contract against him. In addition, Blessett requested the U.S 5th circuit court to observe his 5th, 9th, 10th, and 14th amendment protections. To ignore and deny Blessett these established foundational protections is to embrace a dictatorial socialist form of governance. These rights are known expectations.

Blessett charged the OAG illegally enforcing an invalid commercial debt 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, clause1,” “Commerce Clause,” and Title IV-D codified 5th and 14th amendment protections. There is no question that this 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)* Substantive law does not favor the OAG in this civil action. The servant cannot subjugate the master and maintain a Republic of self-

governance. In a democracy of mob rule or unchecked powers, public servants always surrender to dictatorial governance.

The Clearfield Trust as U.S. Supreme Court Law Doctrine creates a challenge, requiring the OAG title IV-D program to establish itself as a nonprofit arm of the State, not engaging in foreign and interstate commerce as a federal debt collection agency for the U.S. Government. Title IV-D Of the Social Security Act requires the state to establish a single separate entity in the state and follow federal statutes of an Act of the U.S. Congress. An independent separate private entity would satisfy the “Separation of Power” clause for an entity operating under federal statutes required by the Supremacy Clause as a separate contracted entity. Bonus payments for performance under 42 U.S.C. 658a and Title IV-D application fees are pure profits. These are monies paid that stand outside of reimbursement for Title IV-D services performed by state actors.

The OAG is contracted under Cooperative Federalism to run a nationwide program. The OAG stepped outside of the coverage of the U.S. Constitution protections to engage in a private commercials’ debt collection and enforcement contract. As a national program, a commitment to uniform commercial codes, separation of powers, and

avoidance of institutional incompetence are necessary to avoid spending clause restrictions and acts repugnant to the U.S. Constitution. Without presenting material evidence of a legal document of authority against the Final Divorce Decree, required under 42 U.S.C. 654(12). The OAG did not comply with the federal contract terms. 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 assures the" Procedural Law Process was followed to protect 5th and 14th amendment rights.

This Court has set forth three factors to assess whether a statute provides enforceable rights 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 OAG had an opportunity to apply an affirmative defense to refute Blessett's direct challenge to its immunity using the "Procedural Law Process" before a judicial determination in a U.S. 5th Appellate Court on March 6, 2019. It is a "fact of

law.” Instead, the OAG forfeited credibility by its tacit conduct, failure to respond to the challenge, noncompliance to the obligation of a federal contract, private law doctrine, and disruption of uniform commerce and contract clause protections under the color of law. As a result, we have a state agency that exceeded the limitations of the U.S. Constitution on state government. The Texas Title IV-D agency cannot exceed the limitation on state government without infringing on Blessett’s rights or reshaping the U.S. Constitution.

Federal Title IV-D contracts with the states fall under the legal doctrine of reverse incorporation. Whereas incorporation applies the Bill of Rights to the states through the Due Process Clause of the Fourteenth Amendment, in reverse incorporation, the Equal Protection Clause of the Fourteenth Amendment has been held to apply to the federal government through the Due Process Clause located in the Fifth Amendment. For example, in Bolling v. Sharpe, 347 U.S. 497 (1954), which was a companion case to Brown v. Board of Education, the schools of the District of Columbia were desegregated even though Washington is a federal enclave. Likewise, in Adarand Constructors, Inc. v. Peña 515 U.S. 200 (1995), an affirmative action program by the federal government was subjected to strict scrutiny based on equal protection.

Blessett has the 5th, 9th, 10th, and 14th amendment right to enjoy his "Final Divorce Decree," with *his* "Commerce Clause" protections, "Contract Clause Article I, section 10, clause 1" protections, and "Immunities Clause" protections. These are fundamental protections" that state government entities or private corporations may not infringe upon, uniform commerce protections, to do harm to an individual. Established law has *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.*" The law and punishments are unambiguous in federal statute 15 U.S.C. § 1 restraining unlawful commerce that suppresses private contracts in favor of Title IV-D contract. The U.S. Government has created a monopoly⁴ squeezing out independent private child support contracts. Accordingly, the OAG exceed its territorial borders, federal statutes, and U.S. Constitution to enforce Title IV-D collections against Blessett's foreign

⁴ The Sherman Act outlaws "every contract, combination, or conspiracy in restraint of trade," and any "monopolization, attempted monopolization, or conspiracy or combination to monopolize."

maritime wages across state lines under the color of federal law.

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)

Nothing was given to JOSEPH C. BLESSETT from the state agency, and nothing shall be returned. Therefore, as it is written, Joe Blessett has the right to equal protection from public law infringement and the right to enjoy his Final Divorce Decree contract.

CONCLUSION

We request the preservation of the U.S. Constitution and public policy. We ask for access in addressing government agencies with an operation that allows government employees working behind the scenes plausible deniability for administrative wrongdoing or a clear definition of a respondeat superior claim against Cooperative Federalism agencies. Or declare what is known to all noncustodial parents, Title IV-D of the Social Security Act is repugnant to the U.S. Constitution.

Respectfully submitted,


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