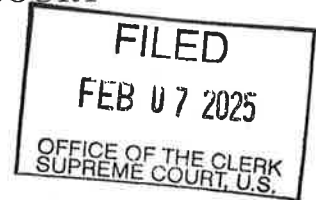


Case No.

24-5866

RKB
IN THE UNITED STATES SUPREME COURT

In Re: Edward Moses Jr



Appeal to the United States Supreme Court
from the United States Fifth Circuit Courts of Appeal

PETITION FOR REHEARING

SUBMITTED BY:

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proper person

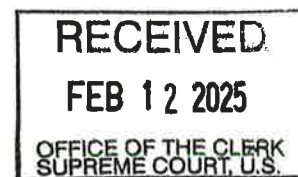


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PETITION FOR REHEARING

Pursuant to Sup. Ct. R. 44.2, petitioner EDWARD MOSES JR ("petitioner" or "Mr. Moses") respectfully petitions this Court for an order (1) granting rehearing, (2) vacating the Court's January 13, 2025, order denying certiorari, and (3) re-disposing of this case by granting the petition for a writ of certiorari, vacating the March 15, 2024 United States Fifth Circuit Court of Appeal Order dismissing Edward Moses Jr's appeal, and remanding this matter back to the District Court for further consideration in light of the Louisiana First Circuit Court of Appeal's ruling that the district court must decide the principal demand for a permanent injunction on its merits only after a full trial under ordinary process. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) In this case, the United States District Court Middle District of Louisiana simply dismissed the motion for summary judgment that would have decided the merits of the case as moot. As grounds for this petition for rehearing, petitioner states the following:

1. The grounds are limited to intervening circumstances of a substantial or controlling effect regarding final judgments

Under Federal Rule of Civil Procedure 11(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; Edward Moses Jr asserts that although he is an attorney, he did not appear in these

proceedings, in his individual capacity, but rather solely in his official capacity as 'the Emperor of the American Empire majestically referred to as the Christian Emperor d'Orleans Trust protector of the Atakapa Indian "TRIBE OF מֹשֶׁה MOSES" (Foreign) Express Spendthrift Trust. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) In support, Edward Moses Jr filed the Atakapa Indian trust instrument together with its appendix which contains several legal instruments in the record. *Ibid* "Said documents being annexed to and made part of mover's pleading must be regarded as part of the pleading for all purposes. LSA-C.C.P. Article 853." *Foster v. Stewart*, 161 So. 2d 334, 337 (La. Ct. App. 1st Cir. 1964)

"Edward Moses, Jr" attached an "EX PARTE PETITION and APPLICATION for TRUST INSTRUCTION" that he filed as "trust protector of the Atakapa Indian D'Creole Nation," on December 7, 2020, in docket number 136811 in the Sixteenth Judicial District Court for Iberia Parish, State of Louisiana. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) He also attached the order ("the Iberia Parish Trust Order") that the district court signed on December 8, 2020, which decreed in part that the Trust is a foreign trust "'governed by the law of Moses, a jurisdiction other than Louisiana'" and the Trust instrument is "deemed to be legally executed and shall have the same force and effect in this state as if executed in the manner prescribed by the laws of this state." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Iberia Parish Trust Order decrees that "as all powers ... have now been lawfully conveyed to the CHRISTIAN EMPEROR D'ORLEANS [Moses] ... any negotiable instruments, legal instruments, ... orders... [or] notes etc ... that [contradict] the

authority and rights of the Covenant of One Heaven are automatically null ... from the beginning, having no ... legal validity ..." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) "Additionally, the Iberia Parish Trust Order decrees, that the 'CHRISTIAN EMPEROR D'ORLEANS [Moses], trust protector of the Atakapa Indian "TRIBE OF מֹשֶׁה MOSES" (foreign) Express Spendthrift Trust ... has full authority to act with full protection from all claims of any person both juridical and natural." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

"Emperor Moses" attached a "FINAL JUDGMENT" signed on December 8, 2021, in docket number C-713366 in the Nineteenth Judicial District Court for East Baton Rouge Parish which, in pertinent part, made the December 8, 2020, Iberia Parish Trust Order and a Baton Rouge City Court judgement granting a permanent injunction protecting Emperor Moses' possession of Historic Louisiana's immovable property executory in the [Nineteenth] Judicial District" ("the East Baton Rouge Parish Trust Judgment"). *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The two judgments made executory were executed and enforced immediately as if they had been judgments of the 19th Judicial District Court rendered in an ordinary proceeding.¹ The two judgments unless and until reversed or modified, are an effective and conclusive adjudication. *Rooker v. Fidelity Trust Co*, 44 S.Ct. 149, 68 L.Ed. 362, 263 U.S. 413, (1923) "Emperor Moses" attached an order from the Louisiana First Circuit Court of Appeal issued on May 20, 2022, which granted a writ to vacate a January 7, 2022, order issued by the Nineteenth Judicial District Court vacating the December 8, 2021 Final Judgment. See, *U.S. Bank v. Moses*, 2023 CA 1292,

¹ Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc. 2-3 pg.24

2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) citing *In re Atakapa Indian de Creole Nation*, 2022-0208 (La.App. 1 Cir. 5/20/22), 2022 WL 1599997 (unpublished writ action). ("An erroneous or irregular judgment binds the parties thereto until corrected in a proper manner. *Moore v. Harper*, 143 S.Ct. 2065, 216 L.Ed.2d 729, (2023)" Once the final judgment acquired the authority of the thing adjudged, no court has jurisdiction, in the sense of power and authority, to modify, revise or reverse the judgment regardless of the magnitude of the error in the final judgment." *Tolis v. Board of Sup'rs of Louisiana State University*, 660 So.2d 1206 (La. 1995) Finally, "Emperor Moses" attached a seventeen-page "AMENDED ORDER" signed by the Nineteenth Judicial District Court on June 29, 2022 ("the East Baton Rouge Parish Amended Trust Judgment") in that matter set forth extensive orders, including an order enjoining "judges, District Attorneys... sheriffs, deputy sheriffs, [and] constables among others ... from executing and/or enforcing the laws of the State or Federal Government ... or serving process, or doing anything towards the execution or enforcement of those laws, within the Atakapa Indian Nation. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The seventeen-page "AMENDED ORDER" likewise set forth inter alia the following decree:

IT IS ORDERED, ADJUDGED and DECREED that the principle that the acts of a monarch are in subordination to the laws of the country, applies only where there is any law of higher obligation than his will; the rule contended for may prevail in the anglo-saxon, British or European province, but certainly not in the Atakapa Indian "TRIBE OF מֹשֶׁה†MOSES" provinces. Atakapa Indian Trust Appx.11 pg.35¶ 1

IT IS ORDERED, ADJUDGED and DECREED that precedence shall be and is hereby given to the Crowned Head, in regard to priority of rank between the Emperor of the American Empire majestically referred to as the Christian Emperor D'Orleans

Edward Moses Jr and any Republic or Democracy. Atakapa Indian Trust Appx.11 pg.44¶ 1

("The East Baton Rouge Parish Amended Trust Judgment") permits the Atakapa Indian Trust to issue an American Digital Currency², a liquid asset used alongside physical notes in minimum denominations of \$250,000.00 together with coins as well as securities that can be transferred as a means of payment or held as a store of value;³. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Furthermore, ("The East Baton Rouge Parish Amended Trust Judgment") granted 'Emperor Moses' ownership of 'Historic Louisiana immovable property' and its natural and civil fruits, buildings, and plantings." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Title to the Atakapa Indian “TRIBE OF מֹשֶׁה†MOSES” ancestral lands and its natural and civil fruits, buildings, and plantings is now held in trust jure coronae, supra..." *John Bell, Plaintiff In Error v. Columbus Hearne, Samuel Hearne, and Samuel Dockery*, 60 U.S. 252, 19 How. 252, 15 L.Ed. 614 (1856) In closing, "The East Baton Rouge Amended Trust Judgment among other things appoints '[Emperor Moses]' as judge to handle the Atakapa Indians civil, criminal and commercial matters..." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. *Elliott v. Peirsol*, 7 L. Ed. 1647 L.Ed. 164, 26 U.S. 328, 1 Pet. 328(1928)

² Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc. pg.35-43

³ Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc. 2-3 pp.38¶3-6, 40¶7, 41¶6-8, 42)

2. The Grounds for rehearing here are limited to a controlling effect; removal was not authorized

Discipline was not warranted in this matter. Under Federal Rule of Civil Procedure 11(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law. A constitutional challenge to the 1803 Louisiana Purchase Treaty and the 1811 Louisiana Enabling Act arose in the cause, thus it was the province and was the duty of the state courts to decide them. *Rooker v. Fidelity Trust Co.*, 263 U.S. 413 (1923) In similar circumstances, the Second, Sixth, and Ninth Circuits have refused to allow removal on grounds of federalism and logic. See *Ohio v. Doe*, 433 F.3d 502, 507 (6th Cir.2006) ("We agree with the reasoning of our sister circuits in ruling that when all that remains of an action is the enforcement of a judgment, removal to federal court is not authorized.") (Citing *In re Meyerland Co.*, 910 F.2d 1257, 1266 (5th Cir.1990) ... *Oviedo v. Hallbauer*, 655 F.3d 419 (5th Cir. 2011) ("[I]t would be a perversion of the removal process to allow a litigant who is subject to a final judgment to remove that final judgment to the federal courts for further litigation.") ... *Oviedo v. Hallbauer*, 655 F.3d 419 (5th Cir. 2011)

3. The grounds are limited to intervening circumstances of a substantial or controlling effect regarding Remand

This trust administration suit seeking a preliminary and permanent injunction was removed from state court to federal court. *In re Atakapa Indian de Creole Nation*, 22-cv-00539-BAJ-RLB (La. Middle District 2022) The Federal court under Rooker-Feldman had no jurisdiction to review the Louisiana state court's final judgment. *Rooker v. Fidelity Trust Co.*, 263 U.S. 413 (1923) The District Court for the State of Louisiana had jurisdiction under Louisiana Code of Civil Procedure Article 9:2233. *In re: Gulf Oxygen Welder's Supply Profit Sharing Plan and Trust Agreement*, 297 So.2d 663 (La. 1974) The provision authorizes a trustee to apply to the court 'for instructions concerning the trust instrument, the interpretation of the instrument, or the administration of the trust.' *ibid* He need not act first and discover later whether his act was in breach of trust. He is entitled to the instructions of the court as a protection. *Ibid* The Louisiana First Circuit Court of Appeal held that, even though the summary hearing on the rule for a preliminary injunction may tentatively decide merit issues, the district court must decide the principal demand for a permanent injunction on its merits only after a full trial under ordinary process. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Louisiana First Circuit Court of Appeal went a step further and held that the principal demand of the permanent injunction is determined on its merits only after a full trial in an

ordinary proceeding, in which the party seeking injunctive relief must carry its burden of proof by a preponderance of the evidence, rather than by prima facie showing. Ibid The premise that dismissal of an application for permanent injunction in its entirety without a hearing on the merits was improper is supported by *Olsen v. City of Baton Rouge*, 247 So.2d 889, 895 (La.App. 1st Cir 1971), cert. denied, 259 La. 755, 252 So.2d 454 (1971). As a result, this Court must remand this matter to the state district court for a trial on the merits.

CONCLUSION

Emperor Moses prays that this court grant rehearing, (2) vacate the Court's January 13, 2025, order denying certiorari, and (3) re-dispose of this case by granting the petition for a writ of certiorari, vacating the March 15, 2024 United States Fifth Circuit Court of Appeal Order dismissing Edward Moses Jr appeal, and remanding this matter back to the District Court for further consideration in light of the Louisiana First Circuit Court of Appeal's ruling that the district court must decide the principal demand for a permanent injunction on its merits only after a full trial under ordinary process. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

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IN THE UNITED STATES COURT SUPREME COURT

In Re: Edward Moses Jr

**appeal to the United States Supreme Court
from the United States Fifth Circuit Courts of Appeal**

CERTIFICATE OF SERVICE

I, EDWARD MOSES JR, hereby certify under penalty of perjury that this petition for Rehearing is restricted to the grounds specified in Sup. Ct. R. 44.2 and it is presented in good faith and not for delay to be served on the parties. Furthermore, I have this 7th day of February 2025, caused a copy of this pleading to be served via electronic mail and or via first class mail to:

<p>Morgan Ducote Rogers Louisiana Department of Justice 1885 N 3rd St Baton Rouge, LA 70802 225-326-6042 Email: RogersM@ag.louisiana.gov</p>	<p>Justin Alan Jack United States Attorney's Office, Middle District of Louisiana 777 Florida Street Suite 208 Baton Rouge, LA 70801 225-336-8857 Email: justin.jack@usdoj.gov</p>
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/s/Edward Moses, Jr