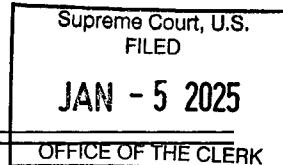


25-542

No. _____



In the
Supreme Court of the United States

TONYA L. RANDLEMAN,
Petitioner,

v.

FIRELANDS HABITAT FOR HUMANITY, INC.,
Respondent,

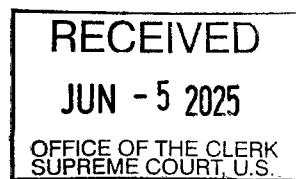
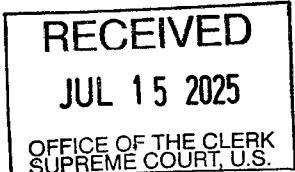
On Petition for Writ of Certiorari to United
States Court of Appeals for the Sixth Circuit

PETITION FOR WRIT OF CERTIORARI

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May 18, 2025



QUESTION PRESENTED

Under, the “Federal Priority Statute,” also known as 31 U.S.C. § 3713, essentially establishes that when a debtor is insolvent, the United States must be paid first, meaning any government claims take priority over other creditors in a bankruptcy or insolvency proceeding ensuring the government receives its due payment even when debtor has limited assets to distribute. This statute mandates that government claims must be paid before any other creditor when a debtor is insolvent, including situations like voluntary assignment of property, attachment of property, or bankruptcy. Under 11 U.S.C. § 547(b), it authorizes the trustee to avoid a transfer if five conditions are met. The act of pillaging is prohibited by Article 33 of the Fourth Geneva Convention (1949) and its Additional Protocol II of (1977).

With this Article, alongside the pay first Statute the question presented here, on which the federal district court remanded case back to the state court., are:

1. Whether Article I, Section 8, Clause 3 of the U.S. Constitution granted to the district court the power to remand case back to the state court to regulate commerce with international business, trading, loans, labor, and land with Indians;
2. Whether appellee a subsidiary submission of a false and misleading corporate disclosure statement in the six circuit violated the Sarbanes-Oxley Act of 2002; ignored by the court constitutes fraud upon the court for complicit involvement in appellees fiduciary duty the honest services fraud statute fits;
3. Whether the district court and the circuit courts failure to cite any state statute based on state law in its decision to remand, transfer, and dismiss likely unconstitutional on its face because there is no law to argue the courts decisions are void for vagueness and 5th Amendment due process violations.

CORPORATE DISCLOSURE STATEMENT

Petitioner TONYA L. RANDELMAN, is the real party in interest to bring suit in the interest of DEAN L. SWAIN, SR, (Deceased) (veteran)) husband and wife in “sweat equity” partnerships with Habitat for Humanity International, Inc., a Christian non-profit organization operating globally Habitat for Humanity was founded as a Christian ministry and remains grounded in Christian values believing in the universal value of affordable housing. As a creditor received funds after the discharge, they are not allowed to sue for those funds. The discharge prohibits any collection action, including filing suits. By the Respondent Firelands Habitat for Humanity, Inc., a subsidiary of Habitat for Humanity International, Inc., creditor named in Petitioners Chapter 7 Bankruptcy overseen by the U.S. trustee sued after discharge in violation of the discharge injunction the creditor regulated interstate commerce to receive funds after discharge the creditor traded business across state lines in the fraudulent transfer of real estate property funded by minority government grants, subsides, and qualifying Ohio Homestead Exemptions. The creditor Firelands Habitat after Chapter 7 discharge financially profited from the fraudulent conveyance of deed of the premises known as 1114 WAMAO DRIVE, SANDUSKY, OH 44870, Parcel Number: 57-00580.000, sold for \$68,600.00 Petitioner identifies DEAN L. SWAIN, SR, (Deceased) (veteran)) not named in the caption for the purpose of Rule 26.1(c)(1).

STATEMENT OF RELATED PROCEEDING

This case arises from and is related to the following proceedings.

- *Tonya Lee Randleman v. Firelands Habitat for Humanity, Inc.*, No. 24-3640 (6th Cir.). Judgment entered December. 17, 2024.
- *Tonya Lee Randleman v. Firelands Habitat for Humanity, Inc.*, No. 24-3640 (6th Cir.). Judgment entered September. 4, 2024.
- *Tonya L. Randleman v. Firelands Habitat for Humanity, Inc.*, No. 2024-1813 (USCAFC). Judgment entered July 22, 2024.
- *Tonya L. Randleman v. Firelands Habitat for Humanity, Inc.*, No. 3:24-cv-0760 (D. Ohio). Judgment entered May 13, 2024.
- *Firelands Habitat for Humanity, Inc., v. Tonya L. Randleman*, et al., No. 2015-CV-0565 (Court of Common Plea of Erie County, Ohio). Judgment entered April 25, 2024.

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PETITION FOR WRIT OF CERTIORARI

Petitioner Tonya L. Randleman respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Sixth Circuit.

OPINIONS BELOW

The Sixth Circuit opinion denying Petitioner's Petition for Review and its opinion dismissing appeal for lack of jurisdiction is available on PACER.

JURISDICTION

The Sixth Circuit denied Petitioner's Petition for Rehearing on December 17, 2024. Mandate issued on September 5, 2024. This Court has jurisdiction under 28 U.S.C. § 1254.

STATUTORY PROVISION INVOLVED

Section 3713 of the Priority of Government claims," 31 U.S.C. § 3713, also known as the "Federal Priority Statute" provides in relevant part:

The federal government's claims against a debtor when the debtor is insolvent and the debtor is not in bankruptcy, have priority under 31 U.S.C. § 3713. When a debtor's property is assigned, attached, or if an act of bankruptcy is committed the government's claim must be paid first. The priority statute applies to all claims of the United States. The priority statute attaches whether or not the government also holds a lien on property of the debtor. See *United States v. Vermont*, 377 U.S. 351, 357-58 (1964). The statute applies even though the government's claim has not yet progressed to a judgment. *United States v. Moore*, 423 U.S. 77, 80-83 (1975) "the courts have applied the priority statute to government claims of all types." For the

purpose of § 3713(a)(1)(A)(iii), acts of bankruptcy include the following (see Bankruptcy Act, § 3, 11 U.S.C. § 21 (1976). (a) making preferential payment to a creditor on an antecedent debt, *United States v. Whitney*, 654 F.2d 607 (9th Cir. 1981); *Lakeshore Apartments, Inc v. United States*; *supra*; (b) committing fraudulent conveyance, *United States v. Mr. Hamburg Bronx Corp.*, 228 F. Supp. 115 (S.D.N.Y. 1964), (d) permitting creditor to obtain judicial lien on property, and (e) making a general assignment for the benefit of the creditors.

Section 547(b) of the Bankruptcy Code, 11 U.S.C. § 547(b), provides in relevant part:

The trustee is authorized to avoid a transfer of an interest of the debtor in property if five conditions are met (1) to or for the benefit of the creditor; (2) for or on the account of an antecedent debt owed by the debtor before such transfer was made; (3) made while the debtor was insolvent; (4) made (A) on or within 90 days before; or (B) between ninety days and one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider, and (5) that enables the creditor to receive more than such creditor would receive if – (A) the case were a case under Chapter 7 of this title; (B) the transfer had not been made.

Article 33 of the Fourth Geneva Convention (1949) and its Additional Protocol II of (1977) provides in relevant part:

(IHL) International Humanitarian Law prohibits punishing protected persons from offences they did not personally commit, collective penalties, and all measures of intimidation or terrorism. It also prohibits pillage. In essence, Article 33 protects civilians from being punished for the actions of others and prohibits the use of violence or threats to instill fear in the civilian population.

STATEMENT OF THE CASE

This case is an idea vehicle for revisiting *Skilling v. United States*, 561 U.S. 358 (2010), the honest services fraud statute, which prohibits. "a scheme or artifice to deprive another of the intangible right of honest services" The Court decided to limit the application of the statute only to defendants who hold a fiduciary duty and they participated in bribery and kickback schemes in resolving reasons after the major financial scandals, in the fall of Enron in 2001, Tyco International, and WorldCom why the district court and circuits court's got it wrong in its limited jurisdiction opinion on appeal comes into conflict with the Bankruptcy Code and the Foreign Corruption Practices Act where Firelands Habitat for Humanity, Inc., falsified its (6th Cir.) (Disclosure of Corporate Affiliations and Financial Interest)) in an attempt to elude diversity jurisdiction to cover up illegal financial transactions.

In Petitioners state case removed to the federal court and remanded back to the state court likely unconstitutional on its face under the separation of powers clause the Framers structured our government so that one part of the government

doesn't overpower another. In the context of court jurisdiction this principle limits the extent to which Congress can dictate how courts interpret and apply laws or specifically direct their ruling in particular cases. 31 U.S.C. § 3713(a)(1)(A)(iii), acts of bankruptcy [which makes Section 3713 applicable] include Bankruptcy Act, § 3, 11 U.S.C. § 21 (1976). *United States v. Klein*, places limits on how far Congress can go in altering jurisdiction. See *Malik Shakur v. Department of the Airforce*, et al, No. 5:25-CV-251-R (Oklahoma WD, (2025)); *Stern v. Marshall*, 564 U.S. 462 (2011).

In this case, the Court's rulings were not without undue influence from individuals Occupying Powers" as JUDGES and PUBLIC OFFICIALS providing county agent public protections to pillage property ^{MLK} "are the very people telling the black man he ought to lift himself by his own bootstrap." Habitat for Humanity International, Inc, (a nonprofit organization) and its subsidiaries (collectively, Habitat) for the purpose of FRAP Rule 26.1. The Christian housing organization has grown to become a leading global nonprofit organization working in local communities across all 50 united states and in more than 70 countries. The Habitat international operational headquarters are located in Americus, Georgia, United States, with the administrative headquarter located in Atlanta, Georgia; with regional offices worldwide, that are registered as branches of Habitat, which are wholly owned subsidiaries controlled by Habitat economically 28 U.S.C. § 1332 is a proper and necessary defense that make void the orders of both the district court and

circuit court's that had original jurisdiction but did not want it. *Dred Scott v. Sanford*, 60 U.S. 393 (1857). In the (C.A.F.C) after Petitioner submitted her brief revealing the (HABITAT) Christian housing scandal the case was transferred to the sixth circuit through the passing of a "Hail Mary" pursuant to 28 U.S.C.1631. Fifth Amendment due process was intentionally denied to the Petitioner in effort to cover up Habitat's global scandal Washington, DC Attorney Wojciech Z. Kornacki appointed to the Respondent by the United States received aid and comfort from the (C.A.F.C) to evade filing legal brief was unconstitutional on its face according to a recent international trade case. In *Meyer Corporation v. United States* (2024). "This case returns to us on appeal following a remand in *Meyer Corp., U.S. v. United States*, 43 F.4th 1325 (Fed. Cir. 2022) finding that Meyer's failure to produce financial documents for its parent holding company was dispositive of the issue.

This Court's involvement is crucial. Whether inside or outside of the United States in any circumstances which constitutes a grave breach of Common Article 3 of the Geneva Four Conventions Article 33 prohibits pillaging, also at Article 4(2)(g) Additional Protocol II. Citing *Sheetz v. El Dorado County*, 601 U.S. __ (2024). The Habitat for Humanity minority sweat equity partnership is the scheme that is the thing that is the fruit of the crime designed as an enticement into slavery 'Globally'.

A. Appellate Court Review of District Court's Order of Remand

The district court order of remand "cannot be enforced" because [t]he foreclosure

action filed by Firelands Habitat for Humanity in state court was based on state law. On September 10, 2015, Firelands Habitat for Humanity Inc. filed a foreclosure action in the Erie County Court of Common Pleas, Case No. 2015 CV 0565, against Tonya L. Randleman and Dean L. Swain, Sr, the City of Sandusky, and the City of Sandusky Tax Department. Citing *Begier v. IRS*, 496 U.S. 53 (1990). State tax laws are subject to the Dormant Commerce Clause and are therefore unconstitutional if found by the courts to impermissibly burden interstate or foreign commerce. Under the authority to regulate commerce, Congress can regulate state taxation reviewable in the district court by the authority of 26 USC 6226(d) Petitioner as partner has a financial interest in property known as 1114 WAMAJO DRIVE, SANDUSKY, OH 44870 reviewable under 28 U.S.C. § 1332 for breach of contract cases based on diversity jurisdiction. Citing *Habitat for Humanity International, Inc. v. Robert Derrick Morris*, Case No. 2:19-CV-456-JLB-MRM (M.D. Fla. Jan. 12, 2022) Notice of settlement. For reasons, under the authority of 11 U.S.C. § 547(b) removal to the federal court was necessary and proper under Art. I, Sec 2, Cl. 18.

B. Global Labor Trading Organization

Habitat for Humanity International, Inc., (HFHI) is a global ecumenical Christian housing organization working in local communities across all 50 united states and in more than 70 countries building and repairs affordable homes for families in need. They are a 501(c)(3) non-profit and receive funding from various

sources, including government grants that are non-repayable financial rewards provided to the Christian housing organization's global mission to manifest destiny using minority loans, labor, and lands traded worldwide in an exchange partnership for funding white wealth across all 50 united states and in more than 70 countries.

12 CFR Part 1281 – FEDERAL HOME LOAN BANK HOUSING GOALS

Mirrors the Indian Removal Act. Minority means any individual who is included within any one or more of the following racial and ethnic categories:(1) American Indian or Alaskan Native—a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment; (2) Asian—a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam; (3) Black or African American—a person having origins in any of the black racial groups of Africa; (4) Hispanic or Latino—a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race; and (5) Native Hawaiian or Other Pacific Islander—a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands. Pursuant to the requirements of the Bank Act, as amended (12 U.S.C. 1430c), this subpart establishes: (a) A prospective mortgage purchase housing goal; (b) A small member participation housing goal; (c) Requirements for measuring performance under the housing goals; and (d) Procedures for monitoring and enforcing the housing goals. 25 U.S. Code Chapter 4 –

PERFORMANCE BY UNITED STATES OF OBLIGATIONS TO INDIANS Federal Rule of Civil Procedure 25. Rule 25 address substitutions of parties in actions, suits, or proceedings brought by or against a state, county, city, or other government agency of a state. It specifies that similar procedures for substituting parties may be followed when an officer dies or leaves their position while the case is pending in federal court. As it relates to Title 40, § 270(b) (Suits by persons furnishing labor and material for work on public building contracts ***may sue on a payment bond, “in the name of the United States for the use of the person suing) [now 40 U.S.C. §3133(b), (c); and U.S.C., Title 25, § 201 (Penalties under law relating to Indians).

C. Factual Background

On June 1, 2006, the mortgagor Tonya L. Randleman and Dean L. Swain, Sr. wife and husband promise to pay the order of Firelands Habitat for Humanity, Inc., the sum of \$54,404.00, without interest. In 2011, Michael McCall, Executive Director of Firelands Habitat ReStore took out a second mortgage on the Habitat home of Tonya L. Randleman and Dean L. Swain, Sr., increasing the monthly mortgage payment from approximately 3298.00 to \$1000.00. In 2015, Michael McCall filed a COMPLAINT IN FORCLOSURE in the Common Pleas Court of Erie County that arises from the second mortgage (Loan Modification) under Case No. 2015CV0565 HABITAT claimed principle amount of \$47,687.00, plus interest on the outstanding principle amount at the rate of 0% per annum, subject to adjustment

from September 1, 2011, plus late charges and advances and all cost and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment is prohibited under law. Firelands Habitat under the AGREEMENT TO MODIFY LOAN claimed Tonya Randleman was (\$12,072.00) in arrears on the Note, which includes unpaid principal, interest, and late charge, and escrow and appliance charges, and, Whereas, Habitat has expressly recognized that Randleman received a discharge in bankruptcy of the obligation and, due to that fact, cannot proceed to collect on same, other than foreclose on the residence serving as collateral for the obligation, and, Whereas, the Parties have come to terms in compromising the controversy and desire to reduce their understanding to writing as set forth herein.

In the United States Bankruptcy Court for the Northern District of Ohio under Chapter 13 Case No. 16-32774-maw Respondent FIRELANDS HABITAT FOR HUMANITY INC., as creditor, Amount claimed (\$64,203.70). In the United States Bankruptcy Court for the Northern District of Ohio under Chapter 7 Case No. (22-31526-maw) Auditor's Valuation of the entire property valued: \$102,000.00 Respondent FIRELANDS HABITAT FOR HUMANITY INC., as creditor, Amount claimed \$34, 835.00. Debtor TONYA L. RANDLEMAN was granted discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

To be found liable for aiding and abetting a breach of a fiduciary duty, one must demonstrate that the party knew that the other's conduct constituted a breach

of a fiduciary duty and gave substantial assistance or encouragement to the other in committing that breach. *See Resolution Trust Corp. v. Spagnoli*, 811 F. Supp. 1005, 1014 (D.N.J. 1993); *United States v. Throckmorton*, 98 U.S. 61 (1878).

D. Procedural Background

On April 30, 2024, ORDER OF REMAND issued from the U.S. District Court for the Northern District of Ohio, Western Division.

On July 22, 2024, ORDER THAT transferred appeal and all filings to the United States Court of Appeals for the Sixth Circuit pursuant to 28 U.S.C. 1631.

On September 4, 2024, ORDER and JUDGMENT dismissing appeal entered by the United States Court of Appeals for the Sixth Circuit for lack of jurisdiction.

On September 5, 2024, MANDATE issued by the United States Court of Appeals for the Sixth Circuit.

On December 17, 2024, DENIED the petition for rehearing entered by the United States Court of Appeals for the Sixth Circuit.

On February 5, 2025, the PETITION FOR WRIT OF CERTIORARI postmarked and received January 14, 2025. The papers were returned for corrections and resubmission.

E. Injury In Fact Concrete and Particularized

This is a civil action removed from the state court that arises under the Constitution, laws, and its treaties. The Petitioner is in a partnership with the Respondent a global Christian housing ministry non-profit organization. Habitat for Humanity international headquarters located in Americus, Georgia, United States, with the administration headquarters located in Atlanta, Georgia.

Habitat for Humanity advances through its global programs and advocacy initiatives. In January 1996, Habitat for Humanity International's board of directors declared its commitment to the provisions of adequate housing for everyone. The United Nations' definition of adequate housing has seven components including legal security of tenure and protection against forced evictions, availability to services, material facilities, and infrastructure, affordability, habitability, accessibility, location, and cultural adequacy. International human rights law recognizes everyone's right to an adequate standard of living, including adequate housing. Adequate housing was recognized as part of the right to an adequate standard of living in the 1948 Universal Declaration of Human Rights and in 1966 International Convention on Economic, Social and Cultural Rights. The Millennium Declaration, adopted in 2000, served as a major turning point for UN-Habitat, leading to a revitalization of the agency and its elevation a fully-fledged program within the UN system in 2002. The Millennium Declaration's emphasis on global development led

to the integration of a dedicated goal for urban development (SDG 11) in the Sustainable Development Goals in 2015.

The Supremacy Clause of the U.S. Constitution states that treaties are the supreme law of the land, and state courts are obligated to enforce them. Federal courts have jurisdiction over cases arising under the U.S. Constitution, laws, and treaties. *Spokeo, Inc. v. Robins*, 578 U.S. (2016). For 13th Amendment injuries.

REASON FOR GRANTING THE PETITION

I. Question of National and International Importance Necessary to End Armed Conflict in State Court Appropriate to Facilitate Full Review on the Merits

In support of the Constitution, laws and its treaties. By the authority of 28 U.S.C. § 959(a) pursuant to Federal Rule of Civil Procedure 17. The law is on the side of the Petitioner. *Onkyo Eur. Elec., et al v. Global Technovations Inc*, (6th Cir).

An appeal is not a new suit in the appellate court, but a continuation of the suit in the court below, or, as this Court has previously said, “a proceeding in the original cause and the suit is pending until the appeal is deposited of” *Mackenzie v. Engelhard Co.*, 266 U.S. 131 (1924). Citing Sec. 2 and Sec. 14 Art. 3 of the Northwest Ordinance.

In this matter the State of Ohio, Erie County Common Pleas Court Judge Tygh M. TONE on December 2, 2024, while Petitioners case was on appeal in the United States Court of Appeals for the Sixth Circuit issued a “writ of possession” against the premises known as 1114 Wamajo Dr., Sandusky, OH 44870. Judge Tygh TONE acted without the authority to act. The state unduly burdens interstate commerce in

the filing of Case No. 2015CV0565. A legal description attached to a federally funded grant contract under the authority of 42 U.S.C. § 1490c(b) the Secretary of Agriculture and the Comptroller General of the United States shall have access for the purpose of audit. *Bullock v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985); *United States v. Buck*, 847 F.3d 267 (5th Cir. 2017). The Reformed Uniform Partnership Act § 403 allowed Tonya L. Randleman and Dean L. Swain, Sr, (Deceased) to partner with HABITAT through sweat equity partnership.

HABITAT Resource Store Director Mike McCall committed a grave breach of common Article 3 when he modified home loan, pocketed the equity, and extorted Petitioner for payments exceeding \$8,000.00. In 2015 Mike McCall filed the illegal foreclosure in the Common Pleas Court of Erie County, Ohio. In *Firelands Habitat for Humanity, Inc. v. Tonya L. Randleman, et al.*, under Case No. 2015CV0565. Judge Tygh M. TONE is a real estate broker laundering money in a global real estate Ponzi scheme in partnership with HABITAT against minority Petitioner “pillage” is prohibited under national and international humanitarian law.

II. Failure of the State Court to Separate Powers

As defined by the United Nations, there are seven components of adequate housing, which Habitat for Humanity advances through its global program and advocacy initiatives, Globally the definition of adequacy has been accepted and institutionalized through various global declarations, conventions, and plans of action. Under the Fourth Geneva Convention (GC, IV) Article 33 prohibits pillage.

Specifically, the second paragraph of Article 33 states, “Pillage is prohibited” This protection, as defined in Article 4 of the Convention. Additional Protocol II (AP II) also known as the Protocol Additional to the Geneva Convention of 1949, is a treaty that extends the rules of international humanitarian law to non-international armed conflicts. It focuses on protecting victims in internal conflicts like civil wars and provides additional protection for civilians and other non-combatants. It mandates that all persons affected by the conflict be treated humanely, regardless of their status. AP II prohibits acts like violence, cruel treatment, torture, mutilation, collective punishments, taking hostages, terrorism, outrages against personal dignity, slavery, pillage, and threats to commit such acts. The protocol requires that all parties to the conflict familiarize themselves with the rules of international humanitarian law. In essence, AP II provides a framework for governing internal armed conflicts, ensuring that the basic principles of international are respected and the victims are afforded legal protection.

The Supremacy Clause enables the federal government to enforce treaties, create a central bank, and enact legislation without interference from the state. Under the clause such obligation is imperative upon the state judges. The Supreme Court has held that the Fifth Amendment, which applies to federal government action, provides people with both procedural and substantive due process guarantees. Citing *Brown v. Board of Education*, 347 U.S. 483 (1954).

Pursuant to 11 U.S.C. § 1109(b) the right to have this case heard on the merits is a threshold matter of extraordinary importance to minority “sweat equity” partners worldwide. Habitat for Humanity International Inc, its subsidiaries controlled by Habitat, are directly obligated to comply with various global declarations, conventions and seven components of the adequate housing Sustainable Development Goals, as captured in SDG 11. States are expected to act in accordance with their international obligations.

In this matter the power of judicial review is controlled by Article III, Section 2, Clause 1, of the Constitution in suits affecting ambassadors, public ministers, and consuls with an economic and humanitarian interest in the outcome of this Habitat for Humanity “partner mom” sweat equity partnership scheme affecting minorities in communities throughout the 50 united states and in more than 70 countries.

CONCLUSION

The Court should grant the petition.

Respectfully submitted,

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