25-7197

ORIGINAL

No. 26-

IN THE

Supreme Court of the United States

Felipe N. Gomez, Petitioner

v.

E*TRADE Securities, LLC, Respondent

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

PETITION FOR A WRIT OF CERTIORARI

Felipe N. Gomez, Pro Se
P.O. 9263
Lombard, IL 60148
331-218-3772
233023gomez@gmail.com

March 9, 2026

(As corrected per 3.18.26 Clerk's Directions)

PETITION FOR CERTIORARI

UNCAT 21-197

QUESTIONS PRESENTED

1. In an issue of international and national import, whether or Appellate Court may lift the 11 USC 362 stay as to an appeal that has been stayed by a bankruptcy, which has not been dismissed but a waiver of discharge was approved, and where no 11 USC 362(d) or (g) motion or order lifting stay, directed to the matter sought to be reinstated, exists in the bankruptcy docket?

2. Whether res judicata and issue preclusion from a matter involving a different plaintiff and different complaint, can be applied by USCAF to reject claims of lack of Article III powers and subject matter jurisdiction, and to avoid review, in place of de novo review of the complaint at issue?

3. Whether the Jack Rat as applied in 21-1592 is unconstitutional and fails to comport with the US Supreme Court directives as to corrections?

Petition for Certiorari

21-1597

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

Federal

State

CONSTITUTION/STATUTES/CODES

Federal

State

PETITION FOR A WRIT OF CERTIORARI

USCA7 21-1597

Petitioner respectfully petitions for a writ of certiorari to review and reverse the 12.9.25, 2.2.23 and 12.15.22 USCA7 Orders, in *E*Trade Securities LLC, Plaintiff-Appellee, v Felipe Gomez, Defendant-Appellant, 21-1597*, affirming the U.S. District Court in *E*Trade v Felipe Gomez and Arthur Gomez, 19cv0827 (NDIL)*.

Petitioner asserts the 2 Judge panel of the 7th Circuit United States Court of Appeals has so far departed from accepted and usual course of judicial proceedings, as well as sanctioned such a departure by a lower court, as to call for an exercise of this Court's supervisory power.

Such deviation goes beyond erroneous factual findings or mis-application of a properly stated rule of law, and includes ongoing failure to adhere to the Bankruptcy Code, including 11 USC 362, as applied to itself, where the panel determined 11 USC 362 no longer applied to *21-1597*, then issued the 12.9.25 Order under appeal.

Such finding directly conflicts with the Bankruptcy Code, where Petioner's Chapter 7 *In Re Felipe Nery Gomez, 23B3023 (NDILB)* is ongoing as of this date, no 11 USC 362(d) or (j) motion from an interested party for lift of stay as to *21-1597* exists on the docket there, and no order lifting the stay as to *21-1597*, specifically, exists.

The orders under appeal also deviate from the accepted course, by imposing a total USCA7 filing ban on Petitioner for any federal court, including barring Petitioner from filing into the ongoing bankruptcy, from defending himself in any civil matter, and from pursuing already filed and docketed appeals.

OPINIONS BELOW

The 12.9.25, 2.2.23 and 12.15.22 USCA7 opinions, and the District Court's 4.2.21 final order, are, on information and belief, reported, albeit the 12.15.22 opinion is designated non-precedential. See Petitioner's Appendix (hereinafter *Pet. Appx.) Exh. 1-4.2.21 DC Order; Exh. 2-12.15.22 Order; Exh. 3-2.2.23 Order and Exh. 4-12.9.25 Order.*

JURISDICTION

The District Court did not have FRCP 22 subject matter jurisdiction, because on the date of filing of that matter, 2.8.19, E*Trade did not face competing claims, only a single claimant, as to the accounts, minor Arthur Gomez, represented by Petitioner as attorney of record, in *Arthur Gomez v Schwab, 19cv0540 (NDIL). Pet. Appx. 5-19cv0540 Docket.*

Additionally, Arthur ("AJ") was not 21 on date of filing of *19cv0927,* and could not be heard to make an independent claim as he was a minor under *760 ILCS 20,* Illinois UTMA.

FRCP 22 could not apply, as there was only a single party suing E*Trade as to the accounts, AJ, by and through Petitioner, where only Petitioner was authorized in Illinois to "control" same. Article III controversy, and FRCP 22 subject matter jurisdiction, were absent as a matter of law.

As to USCA7, apart from lack of subject matter jurisdiction in the trial court below, the Appellate Court had jurisdiction as far as timing, where notice of appeal was filed same day as entry of judgment, 4.6.21. *Pet. Appx, 6-19cv0827 Docket at [188] and [190].* This Petition is filed within 90 days of USCA7 12.9.25 final order in *21-1597.*

STATEMENT OF CASE

On 1.27.19, Petitioner, acting as attorney and custodian for beneficiary Arthur Gomez, filed suit against Charles Schwab with regard to an IRA and an UTMA that were left to Arthur Gomez by Petitioner's mother, Sandra Weisenthal Gomez, held by Schwab. *Pet. Appx. 5, 19cv0540 Docket; Pet. Appx. 7, 1.27.19 19cv0540 Complaint; Pet. Appx. 8 - 3.17.19 1st Amended Complaint (Adding E*Trade); Pet. Appx. 9-4.17.19 2nd Amended Complaint.*

On 2.8.19, prior to Gomez adding E*Trade to *19cv0540*, but after accepting the UTMA (not the IRA) from Schwab, E*Trade filed its alleged FRCP 22 complaint, pretending there were adverse claims as to the IRA and UTMA by Petitioner and AJ, where the complaint named only AJ as Plaintiff. *Pet. Appx. 10 - 819cv0827 Complaint; Pet. Appx. 6 -19cv0827 Docket* (adding Petitioner as Plaintiff by way of the 4.17.19 2nd Amended Complaint).

On 3.17.19, Petitioner amended *19cv0540*, referencing *19cv0827*, alleging E*Trade had accepted transfer of the UTMA on 1.11.19, at the direction of AJ's tax attorney Virginia Prihoda, then refusing AJ and his representatives access to the UTMA. *Pet. Appx. 8-3.17.19 Complaint at ¶¶24-28.*

On 4.27.19, believing Her Honor Pallmeyer would quickly order E*Trade to disgorge in *19cv0827*, and same for His Honor Durkin as to *Schwab v Gomez 19cv3833*, and attempting to reduce matters from 3 to 2, Petitioner voluntarily dismissed *19cv0540*, explaining why in the notice, which was approved by Her Honor Wood on 4.29.19. *Pet. Appx. 11-4.27.19 19cv0540 Voluntary Dismissal; Pet. Appx. 5-19cv0540 Dkt.#[52],[53].*

As to the detailed statement of case and facts for *19cv0827*, Petitioner respectfully refers this Court to the *21-1597* Docket, and 8.15.22 Appellant's *21-1597* Brief, for a detailed review of events below, where repeating same would cause this Petition to be overlarge, and where issues relating to Gomez's most recent bankruptcy, and the 12.9.25 USCA7 Order, must be resolved prior to addressing USCA's 2.2.23 and 12.15.22 Orders. *Pet. Appx. Exh. 12- 21-1597 Docket; Exh. 13-8.15.22 Brief (With Appendix) at 7-17.*

For purposes of completeness, and because USCA7, relying on res judicata and issue preclusion from related but materially distinct matter *Schwab v Gomez, 19cv3833* and USCA7 Appeal *21-2351*, to reject Gomez Article III subject matter attacks, appears, from several errors made in the 12.15.22 Order, not to have closely reviewed briefing on the merits, Petitioner Gomez includes here E*Trade's 9.14.22 Response and Petitioner's 10.26.22 Reply. *Pet. Appx. Exh. 14-9.14.22 Response Brief (With Appendix); Exh. 15-10.26.22 Reply Brief with FRAP 28(f) Addendum).*

As noted, the events in *19cv0827* leading up to *21-1597* and Gomez's issues as to error below in the trial court, are fully detailed in Petitioner's 8.15.22 Appellate Brief, and the points of error are summarized in Petitioner's 10.26.22 Reply Brief there, albeit they were not addressed by USCA7.

However, Gomez's 3.7.23 ongoing bankruptcy leads to threshold issues that might moot need to address this Petition, now, that being whether 11 USC 362 stay was still in force on 12.5.29, as well as today, as to *21-1597*, where the bankruptcy

case has not been dismissed, and where no motion for stay or order lifting the stay as to *21-1597* exists.

If 11 USC 362 has not been lifted, the 12.9.25 decision is void, in turn rendering *21-1597* not "final", for appellate review jurisdictional purposes, and this matter must be remanded with instructions to vacate the 12.9.25 order, and await a lift of stay order presented from an interested party. *11 USC 362.*

Gomez notes a similar issue exists on the *19cv0827* Docket, as reflected in the *23B3023* Docket, as to 2 prior Covid induced Gomez attempts at Chapter 13 bankruptcy, *19-33182* (filed 11.21.19 dismissed 1.6.20) and the retry *20-02589* (filed 1.29.20 dismissed 3.23.20). ***Pet. Appx. Exh. 6 - Dkt.#[66]-11.21.19 Suggestion of Bankruptcy and Dkt.#[95] - 2.7.20 Suggestion of Bankruptcy; Pet. Appx. Exh. 17-233023 Docket at Dkt.#[8] - Table of Prior Bankruptcies.***

As the record below reflects, Her Honor proceeded apace in *19cv0827* without acknowledging or dealing with 11 USC 362 as applied to Petitioner Gomez as a Defendant in *19cv0827*, where 11 USC 362 would appear to void all actions taken during the 2 periods Gomez's Chapter 13 was pending. *11 USC 362.*

With regard to the 3.7.23 Chapter 7 and USCA7, on 12.15.22, USCA7 entered its order affirming the lower court, based on its belief it had already decided the issues Gomez presented as to absence of Article III case or controversy and lack of FRCP 22 applicability by way of *21-2351/19cv3833*, despite the fact plaintiff there was not E*Trade, the res was a different account (an IRA, not the UTMA transferred to E*Trade), and there is zero privity between Schwab and E*Trade as to the separate and distinct accounts each sued on. *Pet. Appx. Exh. 2-12.15.22 Order.*

Due to USCA7 finding of res judicata and issue estoppel as to Article III power and FRCP 22 jurisdiction by way of *19cv3822* and *21-2351*, USCA7 determined Petitioner should have known *appeal 21-1597* was meritless and frivolous, USCA7 also awarded attorney fees and warned Petitioner if Petitioner "does not pay any monetary sanction that we order, we may impose a filing bar consistent with *Support Sys. Int'l v Mack, 45 F.3d. 185, 186 (7th Cir. 1995)*". *Pet. Appx. Exh. 2 - 12.15.22 Order at 4.*

On 12.15.22, among numerous errors detailed below, USCA7, as part of dunning Petitioner, mistakenly declared Petitioner had "rejected a proposed settlement" proffered by E*Trade, when in fact both AJ and Petitioner entered into that stipulation which should have ended *19cv0827*, which was entered into the docket on 10.28.20, yet ignored by the District Court as far as dismissal, and apparently not seen by USCA7 (suggesting the brief was not closely read), despite that stipulation being the very first exhibit to the 8.15.22 Brief Appendix. *Pet. Appx. Exh. 2 - 12.15.22 Order at 2; Pet. Appx, Exh. 6 -19cv0827 Dkt.#[156]; Pet. Appx. Exh. 13 - Gomez 21-1597 8.15.22 Brief Appendix [25] at p53 of 76 (Reproduced here at Pet. Appx. Exh. 16).*

On 2.2.23, USCA7 awarded $47,443.50, to be paid by 2.23.23, and stated, as to the "Mack Bar":

> "If Gomez fails to timely reimburse E*TRADE in full, this court will enter an order directing the clerks of all federal courts in this circuit to return unfiled any papers submitted either directly or indirectly by or on behalf of the appellant unless and until he pays in full the sanction that has been imposed against him. *See In re: City of Chi., 500 F.3d 582, 585-86 (7th Cir. 2007); Support Sys. Int'l, Inc. v. Mack, 45 F.3d 185, 186 (7th Cir. 1995) (per*

curiam)."

On 3.7.23, prior to 90 day period to appeal the 12.15.22 Order, during the pendency of sanction award proceedings in *21-1597*, Petitioner, suffering reduced income from both Covid, and then *In Re Felipe N Gomez 19D19 (NDILEC)* prosecution (also by Her Honor Pallmeyer), and then reciprocal Illinois ARDC *In Re Felipe N Gomez 20PR0064* suspension, Gomez filed Chapter 7. *Pet. Appx. Exh. 17 - 23B3023 Docket.*

On 3.7.23, Gomez filed notice of bankruptcy into *19cv0827*, where E*Trade's sanctions comprise nearly the entire amount scheduled. *Pet. Appx. Exh.12 - 21-1597 Dkt.#[67].*

On 5.8.23, USCA7 finally stayed *21-1597* under 11 USC 362, apparently not seeing Gomez's 3.7.23 notice of bankruptcy, and referring only to E*Trade's 5.16.23 Report that Gomez had not complied with the 2.2.23 USCA7 Order to pay, and Petitioner's 5.16.23 Status Report. *Pet. Appx. Exh. 3 - 2.2.23 Order.*

On 5.20.25, the Bankruptcy Court entered an order approving Gomez's "voluntary" waiver of discharge, where such order is silent as to the effect thereof on 11 USC 362. *Pet. Appx. 17 - 23B3023 Dkt.#[407]'; Pet. Appx. Exh. 18 - 5.21.25 Order Approving Waiver.*

On 9.18.25 and 10.17.25, Petitioner-Debtor Gomez moved the bankruptcy court to enforce the 11 USC 362 stay, as to private trustee Frank Kokoszka's private collection action related to Illinois state matter *Gomez v Kokoszka, 23MR197 (Sangamon)*, as well as his 9.16.25 filing into 21-1597 *(21-1597 Dkt.#[91])* seeking the Mack Bar be imposed on Gomez, as explained in Gomez's appended 23B3023 Motions. *Pet. Appx. 19*

- 9.18.25 Motion to Enforce [508] and 10.17.25 Motion to Enforce [523].

On 11.7.25, His Honor Slade denied Gomez's motions to enforce, based on His Honor's finding Gomez's 5.21.25 waiver had effected an automatic lift of 11 USC 362, in same manner a denial of discharge, or dismissal does, as to all matters and all creditors, despite no motion for lift being filed by any party in interest, and Gomez not seeking any lift in his motions. *Pet. Appx. 20 - 11.7.25 Order Denying Motions to Enforce Stay.*

While Petitioner Gomez does not agree with His Honor Slade's reasoning, Petitioner does not attempt to fully parse his order here, as he would have had Petitioner been allowed to move USCA7 to reconsider, but cannot, due to the Mack Bar on filing anything with any USCA7 governed court, and Gomez inability to pay "all sanctions and fees", whatever that amount may be, where it is at least $47,000 retired social security recipient Gomez does not have.

On 11.7.25, Gomez appealed his Honor's denial of the motions to enforce, which appeal, *25cv13711 (NDIL)*(Judge Tharp), was dismissed on 1.6.26, due to Gomez inability to file his fee waiver petition into the Bankruptcy Court, and similar inability to move the District Court, due to the 12.9.25 Mack Bar. *Pet. Appx. Exh. 17 Dkt.#[549](Notice of Appeal) and #[565](1.6.26 DWP Order).*

On 12.9.25, USCA7 abated its 5.8.23 stay order, based on the 11.7.25 *23B3023* bankruptcy court order purporting to effect ablanket lift of 11 USC 362 as to all matters, effective ***nunc pro tunc*** to Judge Slade's 5.21.25 order approving Gomez's "voluntary" waiver of discharge there. *Pet. Appx. Exh. 3 - 12.9.25 Order.*

In the 12.9.25 order, USCA7 stated as to the "Mack Bar":

> "IT IS FURTHER ORDERED that unless and until Felipe Gomez pays all outstanding filing fees and sanctions, the clerks of all federal courts in this circuit are directed to return unfiled any papers submitted either directly or indirectly by him or on his behalf. *See In re: City of Chi., 500 F.3d 582, 585-86 (7th Cir. 2007); Support Sys. Int'l, Inc. v. Mack, 45 F.3d 185, 186 (7th Cir. 1995)* (per curiam).

Gomez is uncertain what amount "all outstanding filing fees and sanctions" adds up to, and whether that refers to E*Trade sanctions fees granted by USCA7, and/or includes those assessed by Her Honor Pallmeyer as well as part of 19cv0827.

Petitioner Gomez now seeks to void the 12.9.25 order and appeals the USCA7 *21-1597* orders discussed above and below, as well as seeking de novo review *19cv0827* for lack of Article III jurisdiction.

Given the intersection of bankruptcy, interpleader, and sanctions law, Petitioner believes this matter is appropriate to be allowed to be fully briefed.

STANDARD OF REVIEW

The standard of review for Article III and subject matter jurisdiction is de novo. *Lightfoot v. Cendant Mortg. Corp., 137 S.Ct. 553 (2017).*

SUMMARY OF ARGUMENT

This matter involves, as a threshold issue, the Bankruptcy Code, 11 USC 101 et seq., given Petitioner's as of yet pending Ch. 7 bankruptcy, *In Re Felipe Nery Gomez, 23B3023 (NDILL)*, where the 12.9.25 Order was issued in absence of an order granting a motion for lift by an interested party as to 21-1597. *Pet. Appx. Exh. 17 - 23B3023 Docket.*

Given the lack of any motion or order lifting the 11 USC 362 stay as to *21-1597*, which absence is patent on *23B3023* docket, there exists a threshold issue as to whether the 12.9.25 *21-1597* order is void due to the 11 USC 362 stay not having been lifted specifically as to *21-1597.*

If in fact the 12.9.25 order is void, due to relying on something other than an 11 USC 362 order lifting the stay for 21-1597 to find itself not subject to 11 USC 362, this Petition is premature and unneeded, as there is no lift of stay, and no final order in *21-1597* to appeal.

The sub-issue, of whether a waiver of discharge operates as an automatic lift of stay as found by the 11.7.25 bankruptcy order, does not need to be reached if in fact an order lifting stay per a motion from an interested party is required for each matter someone wishes to proceed in.

Relatedly, 11 USC 102 appears to specifically express legislative intent bankruptcy judges may not sua sponte lift the 11 USC 362 stay, by the fact the term "party in interest" appears in various places in the Code. *11 USC 102.*

The term appears in 11 USC 362(d), dictating a lift order requires a "request of a party in interest" and various elements be considered prior to lift, including, relevant to the *23B023* 5.21.25 waiver of discharge issue, "for cause". *11 USC*

362(d) and (d)(1).

11 USC 102 legislative notes appear to specifically prohibit Judge Slade's 11.7.25 unrequested lift of stay:

> Section 102 specifies various rules of construction but is not exclusive. Other rules of construction that are not set out in title 11 are nevertheless intended to be followed in construing the bankruptcy code. For example, the phrase "on request of a party in interest" or a similar phrase, is used in connection with an action that the court may take in various sections of the Code. The phrase is intended to restrict the court from acting sua sponte. Rules of bankruptcy procedure or court decisions will determine who is a party in interest for the particular purposes of the provision in question, but the court will not be permitted to act on its own.

In such case, in the event 11 USC 362 was not retroactively lifted by His Honor Slade's 11.7.25 order denying Gomez's motions, there is no need to address the remainder of this Petition, at this time, but rather this Court should order vacation of the 12.9.25 order, as void for being issued without lift of 11 USC 362 as to *21-1597.*

However, again before approaching merits, and assuming *arguendo*, lack of a motion for lift or order lifting the stay as to 21-1597, does not void the 12.9.25 order, and assuming 11 USC 102 when read with the Code does not prohibit His Honor Slade from sua sponte lifting the stay, this matter also involves threshold issues relating to Article III and Gomez Due Process Rights, where USCA7's 12.15.22 and 12.5.25 orders do away with review of the *19cv0827* complaint for Article III and FRCP 22 sufficiency. As such, there is no review, of the *19cv0827* complaint, below, to allege error as to.

Instead of performing perfunctory de novo subject matter review, USCA7 relied on res judicata, and issue

preclusion based on a related case, to reject Gomez claims of lack of Article III case or controversy, where that matter had a different plaintiff, materially different facts, and related to an IRA, not the UTMA at issue in *19cv0827, (Schwab v Felipe and Arthur Gomez, 19cv3833, and USCA 21-2531)*.

Also involved in USCA7's mistaken reliance on res judicata instead of direct review of the complaint, is Illinois UTMA, 735 ILCS 20 et seq. which bars beneficiaries, such as Arthur Gomez, from claiming or controlling an UTMA until age of 21, where AJ was not 21 at time of filing of *19cv0827*, and where the complaint in fact admits that fatal defect defeating any reasonable fear of separate lawsuits by Custodian Felipe and Beneficiary AJ.

Finally, as to assertion of error in the trial court, USCA7 makes no findings and does not address Gomez's assertions in detail, appearing to not have read his briefs, but rather skimming same and believing they were copied from 21-2351. To wit, the court failed to acknowledge the stipulation contained in the 8.15.22 brief appendix as the fist exhibit, stating Gomez refused to enter it, which is belied by Gomez signature thereon. *Pet. Appx. Exh. 16*.

REASONS FOR GRANTING

I. The 12.9.25 Order is Void, and *21-1597* is Still Stayed, as 11 USC 362 Stay Cannot be Lifted, ***Sua Sponte, Nunc Pro Tunc***, by a Bankruptcy Judge, or an Appellate Court.

First, setting aside for the moment the issue of whether a waiver of discharge can automatically effect a blanket lift of 11 USC 362, in the same manner as a denial or grant of discharge, there appears to be a procedural basis for rejecting the manner in which the Bankruptcy Court and USCA7 went about lifting the stay as to *21-1597*.

11 USC 362(d) sets forth requirements and conditions on which a stay may be lifted, where there is only one applicable reason as to *21-1597*, requiring a showing of cause (the other 3 deal with real estate):

> "(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—
>
> (1) for cause, including the lack of adequate protection of an interest in property of such party in interest;"

Further, 11 USC 362(e)(2) provides for "automatic" lift of stay as to an individual debtor, without a court order, where a 11 USC 362(d) motion filed by an interested person is not addressed within 60 days, absent certain limited circumstances:

> "(2) Notwithstanding paragraph (1), in a case under chapter 7, 11, or 13 in which the debtor is an individual, the stay under subsection (a) shall terminate on the date that is 60 days after a request is made by a party in interest under subsection (d)"

Consistent with the foregoing "automatic" lift, 11 USC 362(c) specifies events and times as to when termination of stay occurs, and while a denial of discharge, grant of discharge, or dismissal of a matter is included, "waiver of discharge" is not. *11 USC 362(c)(1)-(4).*

Despite 11 USC 362(c) arraying the circumstances where a stay can be terminated, a motion from a party in interest, and order, is still required, as 11 USC 362(j) states:

> "On request of a party in interest, the court shall issue an order under subsection (c) confirming that the automatic stay has been terminated."

Consistent with the Code specifying the events terminating the stay, 11 USC 362(h) provides the stay is terminated where a debtor fails to timely file or take action per 11 USC 521(a)(2):

> "(1) In a case in which the debtor is an individual, the stay provided by subsection (a) is terminated with respect to personal property of the estate or of the debtor ...if the debtor fails within the applicable time set by section 521(a)(2)—
>
> (A) to file timely any statement of intention required under section 521(a)(2)...
>
> (B) to take timely the action specified in such statement..."

Finally, 11 USC 102, Legislative Notes, specifically refers to the primary reason "Party in Interest" appears in the Bankruptcy Code, with relation to a jurist's latitude in taking action sua sponte:

> "Section 102 specifies various rules of construction but is not exclusive. Other rules of construction that are not set out in title 11 are nevertheless intended to be

followed in construing the bankruptcy code. *For example, the phrase "on request of a party in interest" or a similar phrase, is used in connection with an action that the court may take in various sections of the Code. The phrase is intended to restrict the court from acting sua sponte. Rules of bankruptcy procedure or court decisions will determine who is a party in interest for the particular purposes of the provision in question, but the court will not be permitted to act on its own."*

Finally, 11 USC 727(a)(10), relied on by USCA7 by way of adopting His Honor Slade's 11.7.25 order which primarily relies on it, specifies a waiver or discharge can bar application of the stay, if it is entered *after* the order for relief, where there is no order for relief in 23B3023, thus this provision in fact cuts against a pre-order waiver of discharge effecting an automatic lift of stay. *11 USC 727(a)(10).*

Petitioner asserts the Code, taken as a whole with regard to termination of stay, including 11 USC 102, prohibits a Judge from making a sua sponte finding as to termination of stay, without a one of the motions specified in 11 USC 362 being before it, brought by a party in interest, and demonstrating one of the 4 allowed circumstances for lift. *11 USC 102; 11 USC 362.*

USCA7 thus erred in relying on the 11.7.25 Slade order denying Gomez's motions to enforce the stay, instead of directing a specific motion be made in bankruptcy court, and requiring an order finding waiver of discharge as 11 USC 362(c)(1) "cause", before finding *21-1597* was not subject to 11 USC 362 stay. *Cf. In re Darrell Creek Assocs. L.P., 187 B.R. 908 (Bankr. D. S.C. 1995)(* Pre-petition waivers of bankruptcy protection of stay are not self-executing).

Instead of blindly applying waivers, courts require

analysis, which generally varies as to whether a pre-petition waiver of stay or discharge should be given any weight in determining whether the automatic stay should be lifted for cause. *See In Re Cheeks,167 B.R. 817 (Bankr. D.S.C. 1994)*(waiver of stay does not bar court's jurisdiction to hear objections to stay relief filed by other parties in interest); *In re Sky Group International, Inc., 108 B.R. 86 (Bankr. W.D. Pa. 1989)*(waivers are not self-executing, since, "to grant a creditor relief from stay simply because the debtor elected to waive the protection afforded the debtor by the automatic stay ignores the fact it also is designed to protect all creditors and to treat them equally."); *Farm Credit of Central Florida v. Polk, 160 B.R. 870 (M.D. Fla. 1993)*(Applying 11 USC 362 lift analysis despite waiver of stay).

These cases and the Code indicate where a termination of stay is thought to have occurred, it is not self executing, be it by post or pre-petition waiver, and it is still necessary for an interested party to move to have that codified in an order. *11 USC 362(j)*.

There was no 11 USC 362 motion by any interested party, and the order approving waiver was not a denial of discharge, thus there has been no lift of stay under 11 USC 362 as to *21-1597*.

II. USCA7 Failed to Apply Subject Matter Jurisdiction Analysis to *19cv0827* Complaint, Improperly Relying on Res Judicata and Issue Preclusion.

A review of very first sentence of 12.15.22 Order indicates USCA7 applied res judicata and issue preclusion

relying solely on its findings subject matter jurisdiction existed in a separate matter, *Schwab v Gomez, 19cv3833(NDIL)* and the appeal thereof, *USCA7 21-2531, 2022 WL 523085 (2.22.22)*: "This appeal involves arguments similar to those we rejected in [21-2351]". *Pet. Appx. Exh. - 12.15.22 Order at 1.*

The Court also stated: "[Gomez] repeated, verbatim at times, his principal arguments about jurisdiction [and] should have known after losing his first appeal, his second appeal repeating he recently rejected contentions was doomed". *12.15.22 Order at 3.*

Gomez asserts his Article III and Gomez Due Process Rights are violated by the failure, where USCA7's 12.15.22 and 12.9.25 orders do away with review of the *19cv0827* complaint for Article III and FRCP 22 sufficiency. As such, there is no review, of the *19cv0827* complaint, below, to allege error as to, here.

Instead of performing perfunctory de novo subject matter review, USCA7 relied on res judicata, and issue preclusion based on a related case, to reject Gomez's claims of lack of Article III case or controversy, where that other matter had a different plaintiff, materially different facts, and was related to an IRA, not the UTMA at issue in *19cv0827, (Schwab v Felipe and Arthur Gomez, 19cv3833, and USCA 21-2531*).

Also involved in USCA7's mistaken reliance on res judicata instead of direct review of the complaint, is Illinois UTMA, 735 ILCS 20 et seq. which bars beneficiaries, such as Arthur Gomez, from claiming or controlling an UTMA until age of 21, where AJ was not 21 at time of filing of*19cv0827*,

and where the complaint in fact admits that fatal defect defeating any reasonable fear of separate lawsuits by custodian Felipe and beneficiary Arthur.

Also relevant, due in part to USCA7's reliance on *19cv3833*, is Illinois UTMA, 760 ILCS 20/ et seq., which requires a beneficiary to be 21 before being considered an "adult", and then being able to manage his own accounts, and specifically designating a beneficiary under 21 as a "minor". *760 ILCS 20/2(1) and (12).*

Such Illinois statute is controlling: Petitioner was not an interloper as to Arthur Gomez's accounts, but rather, as alleged in the *19cv0540* 1.27.19 complaint (*Pet Appx. Exh. 7*), was duly appointed custodian over both Schwab accounts, an IRA and an UTMA, where the UTMA was transferred to E*Trade (at Petitioner's direction), and where AJ could not legally claim ownership until he turned 21 (11.11.19).

Consequently, on 2.8.19 upon filing of *19cv0827*, AJ was 20, still a minor, unable to make legal claims independent of Petitioner, and thus not a valid interpleader defendant, on his own. *760 ILCS 20/10(c) and (13).* Petitioner in fact filed *Arthur Gomez v Schwab, 19cv0540* (NDIL), in capacity of Custodian/Attorney, consequently E*Trade faced only a single claimant, AJ, by way of Petitioner, not two independent applicants as needed for either FRCP 22 or 28 USC 1335 subject matter jurisdiction. *See Pet Appx. Exh. 7 - 19cv0540 1.27.19 Complaint.*

Thus, as a matter of record from *19cv0540*, and under Illinois UTMA law, there was not FRCP 22 jurisdiction, or Article III controversy, on 2.8.19, as Petitioner and Arthur Gomez were not in competition as between themselves as to

any account.

Rather Petitioner was agent and AJ principal, with the principal being the sole owner, and the agent delegated control, with no conflict between those roles. In any event, there is no review of the *19cv0827* complaint whatsoever, which Gomez alleges as reversible error as such analysis is required. *Ruhrgas AG v. Marathon Oil Co., 526 U.S. 574, 577 (1999)("In Steel Co. v. Citizens for Better Environment, 523 U. S. 83 (1998)*, this Court adhered to the rule that a federal court may not hypothesize subject-matter jurisdiction for the purpose of deciding the merits.").

III. Lack of Competing Claims is Lack of Article III Controversy and Bars Rule or Statutory Interpleader Jurisdiction.

Regardless of rule or statutory, Article III requires a controversy, between adverse claimants, in order to invoke equity, and merely satisfying diversity jurisdiction does not allow a plaintiff to plea for interpleader relief, without more facts evidencing equity is needed, and deserved. *See Pet. Appx. Ehx. 14 - E*Trade 9.14.22 Response Brief at 19-20.*

A. Article III Power is Not Derived from FRCP 22, Competing Claims Required

Interpleader requires two competing claims to interplead, regardless of rule or statutory, in addition to having to satisfy 28 USC 1332. *9.14.22 Response Brief at 20.*

USCA7 and E*Trade's reference to the Schwab case has no bearing on whether the complaint here was properly pleaded to allow interpleader, and that court in fact declined to address lack of Article III controversy induced by lack of

pleading competing claims to interplead, ownership, alone, being a status, not an affirmative "claim", in absence of nothing more than indicia of ownership. *9.14.22 Response at 21.*

Further, the "merits" at issue in an interpleader are not whether E*Trade has standing or the efficacy of E*Trade's claims, but which of the competing claims has merit, and no such findings were ever made below, as there were not conflicting claims to make findings on, only fear of Petitioner, which alone, is insufficient.

Regardless of rule or statutory, Article III mandates a court have a real, not imagined, controversy to decide, and the cases cited by the brief relate that fact, by way of analyzing whether there really were Article III adversity and controversy by way of competing claims, regardless of the type of interpleader. *9.14.22 Response at 22-23, 8.15.22 Brief at 18-36.*

Article III and diversity "adversity" are not one and same, and Petitioner Gomez respectfully disagrees with the panel in the Schwab matter cited by Appellee and USCA7, and the review here should have been de novo in any event. *Aaron v Mahl, 550 F.3d. 659, 663 (7th Cir. 2008).*

As noted in the Petitioner's 8.15.22 Brief, the 7th Circuit has a longstanding well established approach to what is a proper interpleader and what is not, and *Aaron v Mahl* specifically mandates interpleader jurisdiction must exist, and cannot be manufactured. *Brief at 18; Aaron v Mahl at 663-667.*

A review of *Mahl* and the cases cited therein reveals E*Trade could not have validly pleaded interpleader, as

interpleader requires a real and substantial fear of plausible conflicting claims, and not merely "threats" or the status of an alleged claimant as a title "owner". *Mahl at 666-667.*

In *Mahl,* claimant Aaron possessed a judgement against claimant Scott that arguably applied to Merrill-held funds, to which Scott claimed ownership, and actively sought to possess the accounts itself, with Merrill caught between the judgement claim and Scott's claim. *Mahl at 666.*

No such fact pattern was or could be alleged as to Petitioner, whom has never sued his son AJ for anything, had no judgment potentially attaching to the accounts, and never claimed ownership or any right to the assets independent of AJ, and where the case that started this, *19cv0540,* clearly gave E*Trade notice of the lack of competing claims, as reflected by the attachments to the Complaint there and here.

Mahl mandates E*Trade's various claims as to adversity be rejected, be they be based on interpleader, diversity, as to E*Trade having any cause of action whatsoever based on alleged adversity, which is an Article III requirement, not a standing or merits related issue. *Mahl (citing Seventh Circuit cases Union Cent.Life Ins., 448 F.2d at 503 (1971),* and *Metro Life Ins v Whitler, 172 F.2d, 631, 632 (1949)*(finding adversity below).

In *Whitler*, Petitioner first notes the USCA7 required, at the outset, in addition to diversity and amount in controversy, an interpleader plaintiff to be "disinterested", as the issuer of a policy typically is, as was Metro there, unlike E*Trade here, where it was sued per Petitioner's 760 ILCS 20/13 duties. *Whitler at 623.*

Also, Appellee is not in the position of an insurer faced

with duplicate claims, there one claimant, Helen, being named in the policy, and adverse claimant, Ruth, only being named in an application. *Id.* Petitioner also notes the *Whitler* court commented approvingly the district court had made formal, of record, special findings of fact, and conclusions of law "rendered... thereon", and only then entered the award. *Id.*

The record evinces no formal findings of fact or conclusions of law were made below, nor was there any finding as to E*Trade's alleged disinterested status. *See Pet. Appx. Exh. 6 - 19cv0827 Docket.*

Consequently, *Whitler,* cited by *Mahl* which in turn is cited by Appellee, at the outset begs the issue of how it supports E*Trade's rebuttal, and seems to implicate the court below and USCA7 for not assuring formal record-making so as to assist on appeal above, in addition to being decided on contract construction basis. *Id. at 633.*

In *Union Central* the claimants were a Trustee, union representatives, and 4 classes of potential beneficiaries, all claiming on one lapsed policy, where the holder was bankrupt: E*Trade faced no such quandary, or anything near. *Union Central at 503.*

Union Central makes clear the evaluation of "adversity", is not a "merits issue", but is part of the threshold analysis as to whether interpleader lies, with the Union Central court proceeding to the merits of each adverse claim, only after assuring the claimants were in fact adverse to each other as well as to the stakeholder. *Id. at 504* (Stating "We turn to the merits" of each individual claim, after extended discussion of interpleader elements, including

the requirement interpleader requires the parties be "adverse claimants", before a court may address the merits).

Simply put, E*Trade, and the trial court below, had no adverse claims to proceed to the merits on, only a single claim by Petitioner, for control, not ownership, for his beneficiary/client.

Gomez points to the above discussion as to the fact Article III power, controversy, and adversity is a pre-merits issue in interpleader actions. *Union Central at 504.*

B. There Was No "Claim" or Adversity Because Arthur Gomez was not 21 on 2.8.19 Date of Filing of ***19cv0827***.

Petitioner again disagrees that the assertion of lack of Article III case or controversy, as between Petitioner and AJ, is a "merits" issue, as the lack of two claims means the competing merits will never be adjudicated, and in fact was not below. *9.14.22 Response at 24.*

Contrary to E*Trade's assertion of waiver, jurisdiction can be attacked at any time, and is a 12(b)(1), not 12(b)(6), issue, especially in an interpleader where there are no claims being made on behalf of plaintiff to attack, where an interpleader plaintiff is supposedly tendering competing claims that would be subject to such attacks. *Ruhrgas v Marathon Oil, 526 U.S. 574 (1999); Arbaugh v Y & H Corp., 546 U.S. 500 (2006)*(FRCP 12(b)(1) lack of subject matter "may be raised at any stage...By contrast...12(b)(6) endures only up to...trial on the merits"). *See Also FRCP 12(h)(1).*

E*Trade made a crucial error below, mistakenly alleging "AJ...was a legal adult in the State of Illinois" as part of asserting AJ was the owner. *Response at 24.* Under

Illinois law, 760 ILCS 20/ et seq., AJ was NOT legally an adult as to the UTMA, and thus AJ was only beneficial owner, with no voice other than thru Petitioner, by Illinois law, not Petitioner's doing, until 11.11.19, when AJ turned 21.

E*Trade also admits not receiving a claim from AJ, by way of asserting the alleged non-existent ownership by AJ of the UTMA, "was his claim to the account. The competing claim was Mr. Gomez attempts to...control...the...account." *Id.*

One thing the USCA7 did not need to search for (but should have anyway) was AJ's adverse claim, as E*Trade admits AJ did not make one, and as a matter of law the status E*Trade attempts to project onto admitted Illinois resident and citizen AJ, legal ownership as an "adult" on 2.8.19, is simply not legal in Illinois under the UTMA act. *760 ILCS 20/11* (Adult under UTMA means 21), *20/13* Custodian to take control) *and 20/21* (Custodian not to transfer until 21).

Thus, E*Trade had no reasonable fear of double liability, given while the account belonged to AJ, AJ had only beneficial ownership, with control vested in Petitioner by law until AJ turned 21.

AJ was, on 2.8.19, unable, as a matter of Illinois law and fact he was only 20, to take or exert any control. No claim of any sort by AJ can be inferred, nor can the improper attempts to control by Petitioner can be reasonably taken, as E*Trade is attempting to mend the hold as to the absent Article III controversy and lack of any dispute for interpleader jurisdiction to resolve, as between defendants below. *9.14.22 Response at 24, 760 ILCS 20/et seq.*

E*Trade is thus unreasonable, as a matter of law, in asserting the fact that Petitioner was AJ's attorney, made no difference as to whether they were adverse as to the account, or Petitioner's statutory mandated attempts to control was somehow in conflict with AJ. *Id. at 24-25.*

Even taken as true, the allegations amount to accusing Petitioner of criminal conduct (attempting to steal client funds), not a subject matter of interpleader, and there is no reason AJ deserved to be sued while E*Trade interfered with Petitioner's duties. *Response at 25.*

Thus if in fact Schwab, E*Trade or Petitioner, had allowed AJ to control the accounts, they would have been violating Illinois law, including 760 ILCS 20 et seq, which prohibited AJ from exerting any control until 11.11.19. *Response at 25.* Conversely, Petitioner was required to corral AJ's assets and manage them until AJ could legally take control by merging equitable and legal ownership.

The USCA7 made the same error as occurred in *25-2351*, although the Schwab account in *19cv3833* was an IRA, not an UTMA, and albeit the custodial status over the IRA there has the same result under Illinois law, making Petitioner the legal representative of AJ as to the IRA and UTMA, not a competitor.

Similarly wrong is the assertion E*Trade's "well-pleaded allegations" must be taken as true" when it comes to subject matter jurisdiction and Article III power (citing *Aaron). Response at 25.*

To the contrary, while *Twombly* indicates the Court was addressing what was required to state a claim under the Sherman Act, not interpleader jurisdiction, it makes clear the

presumption "taken as true", only adheres when there is "enough factual matter", pleaded first, which the complaint here fails to do (and where pleading on information and belief is NOT pleading any "factual" matter, and thus such fail not allowing the presumption here at the outset). *Twombly. 550 U.S. 550, 556 (2007)*("stating a claim requires a complaint with enough factual matter (taken as true), to suggest an [illegal] agreement was made").

Furthermore, the presumption arises where review is on a motion to dismiss for failure to adequately plead a claim (as occurred in *Twombly*), not as to lack of Article III power or subject matter jurisdiction on the face of the complaint. *Id.*

Finally, *Twombly* held a pleader cannot nakedly assert parallel conduct is conspiratorial or violative of the law, but must add enough factual context that the allegation rises past "the line between possibility and plausibility", which Appellee failed to do. *Id. at 556.*

That mandate cuts directly against Appellee's attempted assertion the parallel conduct of an attorney and his client, or a custodian and beneficiary, alone, is sufficient to allow a court to infer a plausible threat of competing claims from what is a single entity, sufficient to allow interpleader. *Id.*

Twombly cautions a court cannot proceed on bald suppositions as to illegality or adversity, especially where the facts as pleaded, and in existence at the time of filing known to the filer (see *19cv0540*) only indicate, at best, parallel, not adverse, conduct by Petitioner, and where E*Trade's response admits inaction by AJ, and only indicia of ownership, not an affirmative claim. *Twombly, Supra.*

Appellee can never show competing, let alone parallel, conduct as Petitioner and AJ never claimed adversely on the record or in real life, thus *Twombly* required the complaint to be rejected as to jurisdiction, the same as to the later test, as to stating a claim, once jurisdiction is secured. *Id.*

It is Appellee that has the burden of showing not only a "chance", but rather to plead facts that raise its assertions beyond the possible, and into the plausible. *Twombly at 556. Twombly* makes clear it is on the pleader to show not only a chance, but far more, in the manner of a "plausible" likelihood of claims, set up in a context supporting that conclusion. *Twombly, Supra.*

The complaint below entirely fails that mandate, and should have been dismissed by Her Honor at the outset, instead of allowing E*Trade to abuse interpleader and then be awarded attorney fees for such misuse.

IV. The "Mack Bar" as Applied to Gomez is Incongruous with Alleged Offense, and Unconstitutionally Bars Petitioner's Right to Defend in Civil Matters or Appeals.

Finally, the USCA7 application of the "Mack Bar" to Petitioner in this circumstance is unconstitutional, not only because it is based on the USCA7 mistaken belief Petitioner copied his brief from 21-2351 and that res judicata somehow substitutes for review of a complaint for Article III sufficiency, but where it is a total ban on Petitioner's ability to defend or appeal, including not allowing Petitioner to file into his ongoing bankruptcy 23B3023. *See e.g Pet Appx. Exh. 17 - 23B3023 Docket at [562] - 12.16.25 Order (denying request for Zoom, denying pending motion [525], and*

promising to dismiss adversary if Gomez does not satisfy Mack Bar).

The sanction is also unconstitutionally vague, giving no indication of the total amount USCA7 demand Petitioner pay, and whether that is the $47,000 initially awarded to E*Trade in 21-1597, or any and all sanctions and fees, without regard to which case or even which court district. *Pet. Appx. Exh. 4 - 12.9.25 Order.*

A review of the main cases cited, *In Re City of Chicago, 500 F.3d 582 (USCA7 2007)* and *Support Systems v Mack, 45 F.3d 185 (USCA7 1995)* indicate the lack of congruity between Gomez's alleged offense, an allegedly frivolous appeal, and what occurred in those matters leading to sanctions, as well as the lack of congruity between an alleged frivolous appeal and a total filing ban on all levels, with no accommodation for defending. *Pet. Appx. Exh. 2 - 12.15.22 Order at 4.*

First, there is no comparison between the series of fraudulent acts and filings made by Mr, Mack, and the single alleged frivolous appeal Petitioner was "Mack Barred" for. *Mack at 185.*

According to the Mack panel, Mack filed a bogus removal, and then failed to pay the $100 fine (which even then was very reasonable considering the offense). *Mack at 185-186,* Then he created a bogus company with the same name as his opponent, apparently paid himself the $100 by way of the company, and then lied to the District Court saying he had paid his opponent. *Id.*

When the trial court raised the fine to $500 for the abject fraud, instead of paying, Mack filed a bogus appeal

followed by a bogus motion that misrepresented the truth, followed by a renewal of the bogus motion, followed by Rule to Show cause. USCA7 imposed a separate $5,000 fine when Mack failed to respond the RTSC. *Id.*

Unlike Mack's 4 or 5 fraudulent filings, and the acts outside the courtroom intended to deceive the courts, Gomez is accused a single frivolous appeal by USCA7, and of zero fraud, based on the findings Gomez "should have known he was doomed", because the USCA7 panel believed 19cv3833 and 19cv0827 were effectively the same case.

Gomez acknowledges not paying the fees imposed by Her Honor Pallmeyer, however Gomez was in bankruptcy twice during *19cv0827* (Ch. 13), and again on 3.7.23, which case has not yet terminated, and where he had retired on April 2022.

Consequently, Gomez has no income to pay from, other than a very modest social security, so the bar here is essentially forever, if payment will be required even after 2 years.

The Mack court acknowledged inability to pay was a consideration, but, unlike Petitioner, Mack did not claim indigence, and the court rightfully viewed the initial $100 fine as "modest". Petitioner here likely would have paid this or an equivalent fine. *Mack at 186.* Petitioner notes the Mack court did not impose attorney fees as the sanction, which likely would have rivaled E*Trade's. *Id.*

The incongruity between what Mack did and what Petitioner was sanctioned for, and the exponentially higher fines imposed on Petitioner for far less as far as alleged offense, is highlighted where the *Mack* court acknowledged

this Court's mandate that "any sanction imposed by a federal court for abuse of its processes be tailored to the abuse". *Id.* (*Citing In Re Anderson 114 S.Ct. 1606 (1994)*, and *Sassower v Mead, 114 S.Ct. 2 (1993).*

That court stated:

> "We should therefore consider a range of possible alternatives. The imposition of monetary sanctions has had no effect on Mr. Mack, and the costs and delay in the enforcement of such sanctions counsel against our simply ratcheting up the bill, which has grown from $100 to $5,500 with no effect on Mack's proclivity for frivolous filings. Nor has the repeated rejection of his groundless, fraudulent filings had any effect on him other than to incite him to redouble his filings and to escalate from filing papers with the clerk of court to attempting to correspond with the judges directly. This must stop."

Unlike Petitioner, Mack knew the amount he had to pay, $5,500, in advance of the bar, and that amount is nowhere near the $47,000 ish that USCA7 ordered Petitioner to pay E*Trade, on top of the sanctions the trial court imposed of similar amount, where there is no amount listed by USCA7 as to what amount, paid to whom, would satisfy the order.

The USCA7 order also can be viewed as barring prior fee waivers, and has led to Petitioner's cases being dismissed for DWP, where Petitioner owes nothing on such cases, but cannot even get a status.

Related to the issue of whether an appellate court can lift 11 USC 362 as to itself without a motion and order specifically lifting the stay for 21-1597 existing in the bankruptcy court docket and without being presented with such order, the order bars Petitioner from participating in

the as of yet unclosed 23B3023, where there are no sanctions due, and no outstanding invoices for fees. However, E*Trade has the single major claim there, totalling in six figures, which is one of the possible fees Gomez must pay per the Mack Bar, albeit it is unclear if that is what USCA7 intended.

Finally, Petitioner could not move for reconsideration due to the total ban, or any relief, short of applying directly to Her Honor Justice Barrett, which is still a potentiality pending the filing and processing of this Petition.

Such disparity is all the more relevant where the USCA7 sanction erroneously assumes *19cv3833* and *19cv0827* were two sides of the same coin, when they were improper responses to the single claim presented in *19cv0540*, dealt with entirely different accounts (where the rules differ as to majority and custodianship for IRA v UTMA), had significantly different facts, and had different plaintiffs, and where Arthur Gomez was a minor as to the E*Trade UTMA on the date of filing 2.8.19.

Petitioner Gomez has no idea as to the total amount demanded by USCA7 to satisfy the Mack Bar, including whether it requires Petitioner to pay fees where IFP waivers were applied for.

Even if there were an amount set forth, Petitioner is unable to ever pay such amount, short of winning the lottery, which Petitioner does not play, but may have to start.

Mack at least had the opportunity to rethink, and a reasonable ability to comply, given his fees were $5,500, not the six figures demanded from a retired social security recipient in bankruptcy.

The sanction here clearly exceeds the parameters set by this Court as far as barring frivolous lawsuits or defenses, and unconstitutionally bars Petitioner's right to defend himself, or to appeal, with sanction so unattainable bankrupt Petitioner cannot pay it.

V. CONCLUSION

The USCA7 did not have the authority to lift 11 USC 362 sua sponte as to 21-1597, where it and all non-bankruptcy courts are barred from self action per 11 USC 102 and 11 USC 362.

No appellate court has to power to ignore 11 USC 362 without a specific motion and order granting that motion existing in the relevant bankruptcy proceeding, or where, in the case of a single Chapter 7 debtor such as Gomez, a filed motion sits for 30 or 60 days, where after the stay is in fact automatically lifted, but an order is still required to affirm that. *11 USC 362(j).*

No motion was ever filed to lift as to 21-1597, and no order was issued lifting the 21-1597 stay. An order denying a motion to enforce the stay is not an order lifting the stay, which requires the appropriate motion (and, ironically, payment of a fee), from a party in interest.

E*Trade, like Mack, is the party whom is not playing it straight with courts, suing a minor as if he were an adult, and then falsely accusing the minor's custodian of attempted theft, for executing duties imposed by Illinois and federal law as to his custodianship, where E*Trade used the courts to actively prevent the beneficiary from taking until he released

E*Trade from liability, first.

The cases *19cv3833* and *19cv0827* were distinct, had different plaintiffs and are not subject to being used for res judicata as to each other, or for sanctions, as neither was a proper interpleader, there being only a single claim, by AJ, through Petitioner, as to the IRA and UTMA.

Given the 12.9.25 order is void, it should be vacated, and 21-1597 remanded as stayed under 11 USC 362, until an order is presented by an interested party under 11 USC 362 lifting the 21-1587 stay for that appeal.

Petitioner also seeks an order allowing Gomez leave to cure items due that could not be submitted while the 12.9.25 order was in place, as well as to move per FRCP 60 for similar relief as to matters closed or dismissed for DWP per inability to file.

Submitted on this 9th day of March, 2026,

By: */s/Felipe N. Gomez, Pro Se*

CERTIFICATE OF COMPLIANCE

Petitioner Certifies that this Petition contains 8,843 words in Questions Presented and the body of the brief, minus the portions allowed to be omitted, less than the maximum 9,000 allowed by Rule 33.1. This document was prepared with left and right justified proportionally spaced typeface using Wordperfect 2021 in Century Schoolbook 12 pt font, where there are no footnotes.

Submitted on this 9th day of March, 2026,

By: */s/Felipe N. Gomez, Pro Se*