

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT  
OF TEXAS**

**Civil Action No. 3:22-CV-9**

**JOE BLESSETT  
PLAINTIFF  
VS.**

United States Courts  
Southern District of Texas  
**FILED**

**FEB 22 2022**

**GREG ABBOTT**

Nathan Ochsner, Clerk of Court

**KEN PAXTON,**

**STEVEN C MCCRAW,**

**XAVIER BECERRA**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**ANTONY BLINKEN**

**U.S. DEPARTMENT OF STATE**

**UNITED STATES**

**CITY OF GALVESTON**

**SINKIN LAW FIRM**

**DEFENDANTS**

**Amended Complaint and Injunction for Declaratory Judgment**

The complaint has been amended under Galveston District Court Rules of Practice Rule #6 for cases before Judge Jeffrey V. Brown in the Galveston Division of the Southern District of Texas and Fed. Rule of Civil Procedure 15(2). In this Amended Complaint, Plaintiff drops Texas with its state agencies as Defendants and Sovereign with 11<sup>th</sup> amendment protections and retains the named state actors, Greg Abbott, Ken Paxton, and Steven C McCraw, under Ex parte Young Doctrine. In support of this amended complaint plaintiff relies upon the record, in this case, the exhibits and the affidavit submitted herein.

Joe Blessett (Blessett), an individual of maturity managing the affairs of JOSEPH C BLESSETT and presents this certified document and complaint with an injunction for declaratory judgments. **Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent, Applications to all successors assigns.** The contents of this legal instrument are present under Federal Rules of Evidence 801(d)(2)(A) exclusion from hearsay. Texas Notary Certified Affidavit under **28 U.S. Code § 1746** and **28 U.S. Code § 1734** in this civil Complaint to prefect the Prima Facia case.

The Defendants, the state actors, are in dishonor as per UCC-3.505(b) in their failure to present instruments with a valid signature for the debt. Plaintiff issued a certified documented protest as per UCC 3-303 to be used to setoff and discharge the balance of the alleged Texas Attorney General Child Support Enforcement Division debt against JOSEPH CRAIG BLESSETT. The principles of equity require the accused to produce a legal instrument with contractual stipulations for equity to correct any defects in equity.

The defendants have infringed on and deprived Plaintiff's rights to enforce this invalid debt. Accordingly, Plaintiff asks this court to review the negligence in law<sup>1</sup> of the accused as it applies to legal procedures and public law restrictions on government, along with federal, state, and private actors.

Plaintiff presents presumptions requiring contradicting evidence, inferences are drawn on facts to establish a prima facia case, and law doctrines to validate the assumptions. Plaintiff has presented claims arising under the U.S. Constitution in law and equity as interpreted under U.S. Article III, Sec.2. Joe Blessett's claims satisfy subject matter jurisdiction for the direct challenges against the Defendants Application of Title IV-D of the Social Security Act federal statutes for debt collection and enforcement. Finally, a well-pleaded complaint references the federal questions and the issues evoked.

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<sup>1</sup> Negligence in law. Failure to observe a duty imposed by law. **Black's Law Dictionary Fifth Edition**

## Causes of Actions

Joe Blessett has standing to under 28 U.S.C. §§ 2201 and 2202 for noncompliance in their application of the federal contractual term of Title IV-D of the Social Security Act that caused injuries in fact and state actors under 42 U.S.C. § 1983 for the unlawful application of Title IV-D enforcement against JOSEPH C. BLESSETT without the legal capacity to enforce penalties under the program. In addition, Joe Blessett has the standing to sue Greg Abbot, Ken Paxton, and Steven C Mc Craw in their official capacity Ex parte Young for their failure to provide the legal instrument showing the capacity to enforce the Title IV-D program terms against JOSEPH C. BLESSETT and unofficial capacity under *Pendent Jurisdiction* for the agreed terms of private administrative action. Finally, Joe Blessett has the standing to sue Sinkin Law Firm under civil right infringements and uniform commerce defect in equity for failing to report child support payments to Texas Child Support State Distribution Unit (SSD) at P.O. Box 659791, San Antonio, Texas 78265-9791 to credit JOSEPH C. BLESSETT as per the instruction of the summary judgment orders.

Joe Blessett brings the multiple defendants actions under Sherman Act, contract law, 15 U.S.C. §§ 1 and 5, U.C.C. 1-103, UCC-3.505, 28 U.S.C. §§ 2201 and 2202, 28 U.S.C. § 2401, 18 U.S.C. § 241, 18 U.S.C. § 242, 18 U.S.C. § 245(b)(1)(B) and 42 U.S.C. §§ 1981 and 1983. Plaintiff is protesting at law and in equity under the definition of Part A

75 Sec. 1101(d)<sup>2</sup>, equitable estoppel<sup>3</sup>, respondeat superior<sup>4</sup>, U.S. Supremacy Clause Article  
 76 VI, Clause 2, discrimination against child support debtors interstate contracts and  
 77 infringement on rights and privileges. Plaintiff addresses noncompliance of Title IV-D  
 78 contracted actors, agency, and U.S. executive agency failures. Plaintiff seeks execution of  
 79 legal notices and a remedy for injuries under Title IV-D, an Act of U.S. Congress to recover  
 80 federal TANF welfare money. The Defendants claim that JOSEPH C. BLESSETT has a  
 81 financial obligation to the state agency without presenting any legal instrument as proof of  
 82 that obligation. The Defendants had an obligation under uniform commerce laws of equity  
 83 to provide evidence of JOSEPH C. BLESSETT's debt to Texas or Social Security  
 84 Administration. Plaintiff is submitting evidence to the above claims with state laws, federal  
 85 statutes, and federal codes and attached exhibits. Defendants' silence indicates the  
 86 accused's "consciousness of guilt."<sup>5</sup> The Defendants had a duty to ensure JOSEPH C.  
 87 BLESSETT's equal immunities, equal protection of laws, and public privileges as written  
 88 in state law, federal law, and the U.S. Constitution as public servants. Plaintiff states for

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<sup>2</sup> Part A Sec.1101(d) [42 U.S.C. 1301] Nothing in this Act shall be construed as authorizing any Federal official, agent, or representative, in carrying out any of the provisions of this Act, to take charge of any child over the objection of either of the parents of such child, or of the person standing in loco parentis to such child.

<sup>3</sup> Equitable estoppel, sometimes known as estoppel in pais, protects one party from being harmed by another party's voluntary conduct. Voluntary conduct may be an action, silence, Acquiescence, or concealment of material facts. One example of equitable estoppel due to a party's acquiescence is found in **Lambertini v. Lambertini, 655 So. 2d 142 (Fla. 3d Dist. Ct. App. 1995)**. In the late 1950s, Olga, who was married to another man, and Frank Lambertini met and began living together in Argentina. Olga and Frank hired an attorney in Buenos Aires, who purported to Divorce Olga from her first husband and marry her to Frank pursuant to Mexican law. The Lambertinis began what they thought was a married life together, and soon produced two children. In 1968, they moved to the United States and became Florida residents.

<sup>4</sup> Respondeat superior is "[t]he doctrine holding an employer or principal liable for the employee's or agent's wrongful acts committed within the scope of employment or agency." Black's Law Dictionary (11th ed. 2019).

<sup>5</sup> The silence indicates the "consciousness of guilt on the part of the accused by allowing an imputation opposed to the presumption of innocence to pass unchallenged." People v. Yeager, supra note 2, at 486, 229 Pac. at 54. People v. Yeager, 194 Cal. 452, 485-86, 229 Pac. 40, 54 (1924)

89 this U.S. District Court under penalty of perjury as the firsthand witness<sup>6</sup> to action and  
 90 activities that the artificial entity JOSEPH C. BLESSETT is clear of any  
 91 *NONDISCHARGEABILITY*<sup>7</sup> debts owed to the State of Texas. Plaintiff submits this Certified  
 92 Complaint to set off all alleged Texas state debts or claims from any of its state agencies  
 93 against JOSEPH C. BLESSETT. Nothing was given to JOSEPH C. BLESSETT from  
 94 Texas or the state agencies, and nothing shall be returned. Therefore, as it is written, Joe  
 95 Blessett retains his right to equal protection under the law, from state government  
 96 infringement and the right to enjoy his Final Divorce Decree contract.

97 Joe Blessett reserves and claims his rights as the creditor without prejudice under  
 98 U.C.C. 1-308. Joe Blessett demands under U.C.C. 1-103 that parties asserting a debt claim  
 99 enter a counterclaim as per Federal Rule of Civil Procedures 13, producing the legal  
 100 instrument before this court following the federal statutes of Title IV-D of the Social  
 101 Security Act and laws of equity to refute the established presumptions. Joe Blessett  
 102 reserves his claim to uniform commerce under the Uniform Commercial Code, Commerce  
 103 Clause Article 1, Section 8, Clause 3 of the U.S. Constitution, and Contract Clause Article  
 104 1, Section 10, Clause 1, of the U.S. Constitution protections for individuals engaged in  
 105 intrastate and interstate commerce. Joe Blessett's complaint establishes the state  
 106 government's deprivation and infringement restrictions through common law, federal law,  
 107 and the U.S. Constitution. Plaintiff demands **Ken Paxton** present for review the recorded  
 108 or retained legal instrument<sup>8</sup> of JOSEPH C. BLESSETT's financial obligation to the Title

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<sup>6</sup> Fed. Rule of Evidence 602. Need for Personal Knowledge. A witness may testify to a matter only if evidence is introduced sufficient to support a finding that the witness has personal knowledge of the matter. Evidence to prove personal knowledge may consist of the witness's own testimony.

<sup>7</sup> 42 U.S. Code § 653a (b) Nondischargeability

A debt (as defined in section 101 of title 11) owed under State law to a State (as defined in such section) or municipality (as defined in such section) that is in the nature of support and that is enforceable under this part is not released by a discharge in bankruptcy under title 11.

<sup>8</sup> 15 U.S.C. § 7001(e) Accuracy and ability to retain contracts and other records

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be in writing, the legal effect, validity, or enforceability of an electronic record of such contract or other record may be denied if such electronic record is not in a form that is capable of being retained and

IV-D agency or the State of Texas. Plaintiff demands that **Steven C McCraw** present for review the judicial order for JOSEPH C. BLESSETT's September 22, 2014, driver's license suspension or evidence of an injured party. The Defendants Greg Abbott, Ken Paxton, and Steven C McCraw are in dishonor as per Uniform Commercial Code (UCC)-3.305(b)<sup>9</sup> in their failure to respond to the Notice of Acceptance and Notice of Nonresponse.

*If Ken Paxton declines to validate the alleged state debt owed by JOSEPH C. BLESSETT, the debt is declared invalid and made whole upon dismissal or adjudication of this federal complaint. Title IV-D service for JOSEPH C. BLESSETT is therefore terminated.*

#### **Greg Abbott**

**Greg Abbot's** presence has been requested to be enjoined under 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201 and 2202. Plaintiff is seeking an injunction prohibiting the enforcement of Title IV-D collection and to stop the infringement of JOSEPH C. BLESSETT's civil liberties, freedoms, and immunities granted by the U.S. Constitution.

As a remedy, Joe Blessett seeks a Declaratory Judgment with injunctive relief to restore Texas driver license privileges to JOSEPH C. BLESSETT.

**Count #1. Greg Abbott** is charged in his official capacity under Ex parte Young, 28 U.S.C. §§ 2201 and 2202, 28 U.S.C. §1357, 18 U.S.C. §§ 241 and 242, and 42 U.S.C. § 1983. Greg Abbott has received legal notice of JOSEPH C. BLESSETT's Title IV-D injuries and continued Title IV-D child support enforcement. However, Greg Abbott did nothing to stop the deprivation and infringement of JOSEPH C. BLESSETT's rights. Greg

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accurately reproduced for later reference by all parties or persons who are entitled to retain the contract or other record.

<sup>9</sup> § 3-305. DEFENSES AND CLAIMS IN RECOUPMENT. (b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1) but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.  
<https://www.law.cornell.edu/ucc/3/3-305> (Legal Information Institute)

Abbott signed and approved the Title IV-D state plan with the U.S. Health and Human Services as per 45 CFR § 301.10 of the Title IV-D of the Social Security Act.

Title IV-D of the Social Security Act is an Act of the U.S. Congress, a federal revenue<sup>10</sup> collection program for Title IV-A recuperation of federal notes distributed for TANF the welfare program.

**Count #2. Greg Abbott** is charged in his unofficial capacity Under 28 USC § 1367(a), Joe Blessett seeks payment for the agreed terms of the **CERTIFICATE OF NONRESPONSE** private agreement as per Uniform Commercial Codes.

**Greg Abbott** was informed through legal notice of the injuries JOSEPH C. BLESSETT has and continues to be receiving by ongoing Title IV-D child support enforcement. As remedy, the Plaintiff requests the court grant an order to the agreed terms that Greg Abbott pays one hundred thousand dollars (\$100,000.00) per day charge to be paid to JOSEPH C. BLESSETT for each day after June 9, 2021, receipt of the Notice of Nonresponse and Notice of Acceptance. *Greg Abbott has or should have tacit, explicit, and implicit knowledge*<sup>11</sup> of the Title IV-D spending clause requirements

**Ken Paxton**

**Ken Paxton's** presence has been requested to be enjoined under 42 U.S.C. § 1983 and 28 U.S.C. §§ 2201 and 2202. Plaintiff is seeking an injunction prohibiting the enforcement

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<sup>10</sup> 28 U.S. Code § 1357. Injuries under Federal laws The district courts shall have original jurisdiction of any civil action commenced by any person to recover damages for any injury to his person or property on account of any act done by him, under any Act of Congress, for the protection or collection of any of the revenues, or to enforce the right of citizens of the United States to vote in any State. <https://www.law.cornell.edu/uscode/text/28/1357>

<sup>11</sup> 42 U.S.C. § 602 - Eligible States; State plan. (6) Certification of standards and procedures to ensure against program fraud and abuse. A certification by the chief executive officer of the State that the State has established and is enforcing standards and procedures to ensure against program fraud and abuse, including standards and procedures concerning nepotism, conflicts of interest among individuals responsible for the administration and supervision of the State program, kickbacks, and the use of political patronage. [https://www.law.cornell.edu/uscode/text/42/602#\(Legal Information Institute\)](https://www.law.cornell.edu/uscode/text/42/602#(Legal%20Information%20Institute))



149 of Title IV-D collection and to stop the infringement of JOSEPH C. BLESSETT's civil  
150 liberties, freedoms, and immunities granted by the U.S. Constitution.

151 The Texas Title IV-D agency never had the legal capacity to enforce the Title IV-D  
152 provisions against JOSEPH C. BLESSETT for the Denial of his U.S. Passport in 2005 and  
153 Texas Driver License Suspension in 2014 under the Title IV-D program without the  
154 presence of a modification of his Final Divorce Decree or without a judicial order or  
155 consent. Federal rule of evidence Rule 301 shifts the burden of producing evidence to the  
156 Defendant to rebut the presumption or offer counterclaim as per Federal Rule of Civil  
157 Procedures 13 producing the legal instrument before this court.

158 As a remedy, Joe Blessett seeks a Declaratory Judgment to have the unlawful Title IV-  
159 D administrative orders for Denial of his U.S. Passport in 2005 and Texas Driver License  
160 Suspension in 2014 for the privileges to be restored to JOSEPH C. BLESSETT.

161 **Count#1. Ken Paxton** is charged in his official capacity under Ex parte Young, 28  
162 U.S.C. §§ 2201 and 2202, 28 U.S.C. §1357, 18 U.S.C. §§ 241, 242 and 245, and 42 U.S.C.  
163 § 1983 for not stopping the deprivation and infringement of JOSEPH C. BLESSETT's  
164 rights, civil liberties, freedoms, and immunities. Ken Paxton was informed of the unlawful  
165 Title IV-D child support enforcement through legal notice. However, Ken Paxton did  
166 nothing to stop deprivation and infringement of JOSEPH C. BLESSETT's rights.

167 Title IV-D of the Social Security Act is an Act of the U.S. Congress, a federal revenue  
168 collection program for Title IV-A recuperation of federal notes distributed for TANF the  
169 welfare program.

170 **Count #2. Ken Paxton** is charged in his unofficial capacity under 28 USC § 1367(a).  
171 Joe Blessett seeks payment for the agreed terms of the **CERTIFICATE OF**  
172 **NONRESPONSE** private administrative agreement as per Uniform Commercial Codes.

173 Ken Paxton was informed through legal notice of the injuries JOSEPH C. BLESSETT  
174 has and continues to be receiving by ongoing Title IV-D child support enforcement. As  
175 remedy, the Plaintiff requests the court grant an order to the agreed terms that Ken Paxton



pays one hundred thousand dollars (\$100,000.00) per day charge to be paid to JOSEPH C. BLESSETT for each day after June 9, 2021, receipt of the Notice of Nonresponse and Notice of Acceptance. *Ken Paxton has or should have tacit, explicit, and implicit knowledge*<sup>12</sup> of the Title IV-D spending clause requirements.

### Steven C McCraw

**Steven C McCraw's** presence has been requested to be enjoined under 42 U.S.C. § 1983, 28 U.S.C. §§ 2201, and 2202. Plaintiff is seeking an injunction prohibiting enforcement of the unlawful suspension of JOSEPH C. BLESSETT's Texas driver license under the color of law, depriving his civil liberties, freedoms, and immunities granted by the U.S. Constitution. JOSEPH C. BLESSETT's license was suspended under an executive branch order to enforce the Title IV-D penalty.

As a remedy, Joe Blessett seeks a Declaratory Judgment with injunctive relief to restore Texas driver license privileges to JOSEPH C. BLESSETT.

**Count #1. Steven C McCraw** is charged in his official capacity under Ex parte Young, 28 U.S.C. §§ 2201, 28 U.S.C. §1357, 18 U.S.C. §§ 241 and 242, and 42 U.S.C. § 1983 for not stopping the deprivation and infringement on civil liberties, freedoms, and immunities of JOSEPH C. BLESSETT's rights. Steven C McCraw was informed through legal notice of the unlawful suspension of JOSEPH C. BLESSETT's driver license as a Title IV-D child support enforcement. However, Steven C McCraw did nothing to stop deprivation and infringement of JOSEPH C. BLESSETT's rights.

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<sup>12</sup> 42 U.S.C. § 602 - Eligible States; State plan. (6) Certification of standards and procedures to ensure against program fraud and abuse. A certification by the chief executive officer of the State that the State has established and is enforcing standards and procedures to ensure against program fraud and abuse, including standards and procedures concerning nepotism, conflicts of interest among individuals responsible for the administration and supervision of the State program, kickbacks, and the use of political patronage. <https://www.law.cornell.edu/uscode/text/42/602#> (*Legal Information Institute*)

Title IV-D of the Social Security Act is an Act of the U.S. Congress, a federal revenue collection program for Title IV-A recuperation of federal notes distributed for TANF the welfare program.

**Count #2. Steven C McCraw** is charged in his unofficial capacity under 28 USC § 1367(a); Joe Blessett seeks payment for the agreed terms of the **CERTIFICATE OF NONRESPONSE** private administrative agreement as per Uniform Commercial Codes.

**Steven C McCraw** was informed through legal notice of the injuries JOSEPH C. BLESSETT has and continues to be receiving by ongoing Title IV-D child support enforcement. As remedy, the Plaintiff requests the court grant an order to the agreed terms that **Steven C McCraw** pays one hundred thousand dollars (\$100,000.00) per day charge to be paid to JOSEPH C. BLESSETT for each day after June 9, 2021, receipt of the Notice of Nonresponse and Notice of Acceptance. *Ken Paxton has or should have tacit, explicit, and implicit knowledge*<sup>13</sup> of the Title IV-D spending clause requirements.

### City Of Galveston

**City Of Galveston's** presence has been requested to be enjoined under 28 U.S.C. §1357, 18 U.S.C. §242, and 42 U.S.C. § 1983, 28 U.S.C. §§ 2201 and 2202 for administrative customs<sup>14</sup> and policies by omitting civil procedures and substantive law before judicial hearings, thereby infringing on the civil liberties, freedoms, and immunities of JOSEPH C. BLESSETT.

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<sup>13</sup> 42 U.S.C. § 602 - Eligible States; State plan. (6) Certification of standards and procedures to ensure against program fraud and abuse. A certification by the chief executive officer of the State that the State has established and is enforcing standards and procedures to ensure against program fraud and abuse, including standards and procedures concerning nepotism, conflicts of interest among individuals responsible for the administration and supervision of the State program, kickbacks, and the use of political patronage. [https://www.law.cornell.edu/uscode/text/42/602#\(Legal Information Institute\)](https://www.law.cornell.edu/uscode/text/42/602#(Legal%20Information%20Institute))

<sup>14</sup> Fed.Rule of Evidence 406. Evidence of a person's habit or an organization's routine practice may be admitted to prove that on a particular occasion the person or organization acted in accordance with the habit or routine practice. The court may admit this evidence regardless of whether it is corroborated or whether there was an eyewitness.

In this civil action against the **City of Galveston**, Plaintiff will present a history of actions, patterns, and **conscious behavior**<sup>15</sup> regarding omissions of civil procedures and substantive law in Family Law. Ex-agents of the **City of Galveston Barbara Roberts** and **Evelyn Wells Robison** have been named to be summoned as necessary in this civil action for the infringement on the Plaintiff's civil rights. Joe Blessett has contacted **Norman B. Franzke**, as expressed in **Exhibit K1**, in the request for a copy of the legal instrument showing the loss or surrender of MARIA L. BLESSETT and JOSEPH C. BLESSETT's Texas homestead exemption privilege for the property located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before June 30, 2017. As a matter of custom and policy, Plaintiff charges the Galveston County Court and Court Clerk with accepting Title IV-D administrative orders without the consent of the affected party or absent a judicial order and by conducting judicial hearing orders without any evidence of proof of services against the Plaintiff. Therefore, there is no *evidence of proper notice complying with Texas Rules of Civil Procedures*<sup>16</sup> of a hearing before hearing Galveston County Family Court for a default judgment or hearing on a protected Texas-exempt homestead. There has never been, and there is no presented evidence as expressed in of the legal instruments showing the loss or surrender or a levy on MARIA L. BLESSETT and JOSEPH C. BLESSETT's Texas homestead exemption privilege for the property located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before June 30, 2017.

On August 4, 2021, Plaintiff mailed **Exhibit L** requesting copies of the judicial order modifying of the Plaintiff's July 23, 1999 Final Divorce Decree, or showing a USPS green card form 3811, or showing a certified affidavit for personal process service before the July

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<sup>15</sup> Action is purposive conduct. It is not simply behavior, but behavior begot by judgments of value, aiming at a definite end and guided by ideas concerning the suitability or unsuitability of definite means... It is conscious behavior. It is choosing. It is volition; it is a display of the will. -Ludwig von Mises

<sup>16</sup> Fed.Rule of Evidence 302. Applying State Law to Presumptions in Civil Cases. In a civil case, state law governs the effect of a presumption regarding a claim or defense for which state law supplies the rule of decision.

13, 2015, judicial hearing and to show a legible copy of the name of the presiding judge that signed the default judgment order against JOSEPH C. BLESSETT. Without evidence of sufficient process service for JOSEPH C. BLESSETT, the unknown presiding judge committed perjury on July 13, 2015.

**Count #1. City of Galveston** is charged for omitting administrative customs and policies of civil procedures and substantive law before judicial hearings.

**Count #2. City of Galveston** is charged with making administrative changes without JOSEPH C BLESSETT consent or a judicial order at 2:18 pm on October 22, 1999, change of payee.

**Count #3. City of Galveston** is charged with failing to follow Texas Civil Code for sufficient process service for a hearing on July 13, 2015.

**Count #4. City of Galveston** presiding judge state court judge committed perjury in an affidavit the JOSEPH C BLESSETT was duly notified for the hearing on July 13, 2015.

As a remedy, Joe Blessett seeks a Declaratory Judgment requesting a full-page advertisement apology taken out in the New York Times, the Wall Street Journal, and USA Today in big block letters. THE CITY OF GALVESTON, LOCATED ON THE BEAUTIFUL GULF COAST OF TEXAS, APOLOGIZES FOR THE INCONVENIENCE WE CAUSED JOE BLESSETT or bar the CITY OF GALVESTON from participating in the Title IV-D program for (10) ten years.

#### **United States**

**United States** presence has been requested to be enjoined under 28 U.S. Code § 1346(b), 28 U.S.C. §§ 2201 and 2202 to defend the Title IV-D of the Social Security Act and to defend **Xavier Becerra** in his failure to perform his duties as the U.S. Department of Health and Human Services Secretary who has the responsibility of the Title IV- D of the Social Security Act.

**Count #1. United States** is charged with engaging in ordinary business as it descends to a 3<sup>rd</sup> party debt collection for private debts. The United States is in a business-to-business relationship under *Cooperative Federalism* with the individual States to run its nationwide private debt collection agency, under Title IV-D of the Social Security Act. The United States has entered into agreements as per *Clearfield Trust Doctrine*.

**Count #2. United States** is charged with the violation of the **Sherman Act** - Unfair methods of competition; 15 U.S.C. § 1692d and 1692e application of Title IV-D informed consent procedures, 15 U.S.C. § 1692a debt collection practices, as unfair, 15 U.S.C. § 45 deceptive acts or practices as unfair methods of competition affecting commerce, with offering incentives for performance 42 U.S.C. 658a.

**Count #3. United States** is charged for the discriminatory treatment in the interstate contract commerce protections, and the unequal penalties levied on interstate contract debt upon child support debtors.

**Count #4. United States** is charged in the application of a Cooperative Federalism and Title IV-D contract, as it applies to the Texas Family Code Sec. 158.210 and Sec.232.0022. Texas and United States do not have the right to deny equal liberties<sup>17</sup> which is affecting child support debtors as a special group. Child Support debt is nothing but a commercial

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<sup>17</sup> **Bond v. US, 564 US 211 - Supreme Court 2011** Federalism has more than one dynamic. In allocating powers between the States and National Government, federalism "secures to citizens the liberties that derive from the diffusion of sovereign power," **New York v. United States, 505 U.S. 144, 181, 112 S.Ct. 2408, 120 L.Ed.2d 120.** It enables States to enact positive law in response to the initiative of those who seek a voice in shaping the destiny of their own times, and it protects the liberty of all persons within a State by ensuring that law enacted in excess of delegated governmental power cannot direct or control their actions. See **Gregory v. Ashcroft, 501 U.S. 452, 458, 111 S.Ct. 2395, 115 L.Ed.2d 410.** Federalism's limitations are not therefore a matter of rights belonging only to the States. In a proper case, a litigant may challenge a law as enacted in contravention of federalism, just as injured individuals may challenge actions that transgress, e.g., separation-of-powers limitations, see, e.g., **INS v. Chadha, 462 U.S. 919, 103 S.Ct. 2764, 77 L.Ed.2d 317.** The claim need not depend on the vicarious assertion of a State's constitutional interests, even if those interests are also implicated. Pp. 2363-2366. [https://scholar.google.com/scholar\\_case?case=14974593486511807773&q=10th+amendment&hl=en&as\\_sdt=4,60](https://scholar.google.com/scholar_case?case=14974593486511807773&q=10th+amendment&hl=en&as_sdt=4,60)

281 debt that does not merit special discriminatory treatment to enforce this specific U.S.  
282 Congressional Act.

283 **Count #5. United States** is charged in its application of the Title IV-D program of the  
284 Social Security Act that provides no benefits to the noncustodial parent, and the executive  
285 agency in charge provides no direction to correct the application. Therefore, it is operating  
286 as an adhesion contract. The United States and the U.S. Congress wrote and created the  
287 Title IV-D of the Social Security Act as a voluntary program. The 10<sup>th</sup> amendment right  
288 prevents this from being written as a mandatory program.

289 **Count #6. Xavier Becerra's** in his failure to perform his duties as the U.S. Department  
290 of Health and Human Services Secretary who is overseeing Title IV-D of the Social  
291 Security Act, including the delegation of duties to a subordinate in order to protect the U.S  
292 Government interests and to prevent the injuries to the Plaintiff in this civil action.

293 **Count #7 United States** is charged in its application of the Title IV-D program of the  
294 Social Security Act with the knowledge that nothing in the U.S. Constitution can mandate  
295 a heterosexual male to accept a contract for service against his wishes. Therefore, no  
296 government can enforce a Title IV-D contract a freeman did not agree to accept.

297 **Joe Blessett seeks a Declaratory Judgment as a remedy and requests the U.S**  
298 **Government as follows:**

299 (a) Present to the court the benefits in the Title IV-D program contract for the  
300 noncustodial parent.

301 (b) Present to the court fraud protection measures for the U.S. Government against the  
302 Texas Title IV-D Agency billing for administrative services against JOSEPH C.  
303 BLESSETT for twenty-plus years for illegal and unwanted services.

304 (c) Present to the court the Title IV-D program's written contractual instrument with  
305 full disclosure of all the penalties for the noncustodial parent's informed consent of this  
306 program.

(d) Present to the court the protected right in the U.S. Constitution showing illegitimate children rights to their father's/non-custodial income or property.

(e) The determination of Title IV-D program as a private business-to-business enterprise for profit under Cooperate Federalism.

(f) Present to the court the primary lender of the money paid for the welfare of children not receiving Title IV-A benefits.

(g) In addition, Joe Blessett seeks a judicial review of the executive agency's Office of Child Support Enforcement under 5 U.S. Code § 702 for the *lack of remedy* in courts for the U.S. Department of Health and Human Services inaction and an injunctive relief 5 U.S. Code § 705 pending the review of the U.S. Department of Health and Human Services application and enforcement of the Title IV-D program.

**As a remedy, Joe Blessett seeks an Injunctive relief stopping all Title IV-D program enforcement until the U.S. Congress can review and re-write legislation to correct the defects in this program, such as;**

Plaintiff requests a permanent injunction against Title IV-D enforcement penalties listed in 42 U.S. Code § 652(k), 42 U.S. Code § 654 (21), 42 U.S. Code § 654 (27)(B)(ii), 42 U.S. Code § 654 (31), 42 U.S. Code § 664 and all the provisions listed under federal statute 42 U.S.C. 666 until the U.S. Congress corrects the deficiencies in the Title IV-D Social Security Act listed in this civil suit.

### **Xavier Becerra**

**Xavier Becerra's** presence has been requested to be enjoined under U.S.C. § 1983, 28 U.S.C. §§ 2201, and 2202. Plaintiff is seeking to decertify an invalid Title IV-D debt and stop the infringement of JOSEPH C BLESSETT's civil liberties, freedoms, and immunities granted by the U.S. Constitution.

**Count #1. Xavier Becerra's** is charged with the failure to implement measures to protect the U.S. Government's interest and prevent the wasting of federal taxpayer dollars,



333 such as incurred spending on administrative reimbursements by the Texas Title IV-D  
334 agency, in the application of Title IV-D service and enforcement upon JOSEPH C.  
335 BLESSETT where no such enrollment in the program is existent, for twenty-plus years.

336 **Count #2. Xavier Becerra** is charged with the failure to ensure the state agency's  
337 enforcement of 42 U.S.C 654(12) of the Social Security Act as a protective measure to  
338 prevent abuse in this program and enforce compliance safeguards with the Title IV-D of  
339 the Social Security Act.

340 **Count #3. Xavier Becerra** is charged in his unofficial capacity under 28 U.S. Code §  
341 1346(b), 28 U.S.C. §1357, 18 U.S.C. §§ 241 and 242, and 42 U.S.C. § 1983 for the failure  
342 to implement measures to protect JOSEPH C. BLESSETT's civil liberties, freedoms, and  
343 immunities granted by the U.S. Constitution caused by federal enforcement of Title IV-D.

344 As a remedy, Joe Blessett seeks immediate Injunctive Relief from the Title IV-D  
345 Administrative Enforcement penalties against JOSEPH C. BLESSETT, pending a judicial  
346 decision.

347 In addition, **Xavier Becerra** should have tacit, explicit, and implicit knowledge of the  
348 Title IV-D spending clause requirements and uniform commerce clause protections for  
349 natural persons. As a remedy, Joe Blessett requests to be paid three times the lost maritime  
350 wages (\$1,200,000.00) one million two hundred thousand dollars for a total of  
351 (\$3,600,000.00) three million six hundred thousand dollars in compensatory damages  
352 caused by the United States agency's failure to implement spending clause penalties to  
353 protect the non-custodial parents from non-compliance with Title IV-D of the Social  
354 Security Act safeguards.

**Antony Blinken**

**Antony Blinken's** presence has been requested to be enjoined under 28 U.S.C. §§ 2201 and 2202 for the Denial of U.S. Passport privileges in 2005 under 42 U.S.C. 652(k) in the application of Title IV-D, under the color of law.

**Count #1. Antony Blinken** is charged in his official capacity under Ex parte Young 28 U.S.C. §1357, 18 U.S.C. §§ 241, 242, and 245 and 42 U.S.C. § 1983 for not stopping the deprivation and infringement of JOSEPH C. BLESSETT's rights in the application of Title IV-D of the Social Security Act, after receiving notice from Joe Blessett. Antony Blinken has or should have tacit, explicit, and implicit knowledge of the Title IV-D spending clause requirements.

As a remedy, Joe Blessett seeks a Declaratory Judgment to have the U.S. Passport Privileges be restored to JOSEPH C. BLESSETT.

**Sinkin Law Firm**

**Count #1. Sinkin Law Firm** is charged under 28 U.S. Code § 1343, 28 U.S.C. §§ 2201 and 2202, 18 U.S.C. §§ 241, 242, and 42 U.S.C. §§ 1981, 1982 and 1985. **Sinkin Law Firm** is charged for a defect in equity after controlling an asset and not compensating JOSEPH C. BLESSETT for the asset.

**Count #2. Sinkin Law Firm** is charged with failure to report the (\$65,000.00) sixty-five thousand dollars from the sale of the asset as a child support payments to Texas Child Support State Distribution Unit (SSD) at P.O. Box 659791, San Antonio, Texas 78265-9791 to credit JOSEPH C. BLESSETT as ordered by Galveston County Court at Law #2.

**Count #3. Sinkin Law Firm** is charged with failure to provide an instrument of credit for the asset, which deprived the Plaintiff of the right to the terms of the judicial order under § 1981.

384       **Count #4. Sinkin Law Firm** is charged with failure to provide an instrument of credit  
385 for the asset, which deprived the Plaintiff of equal protection of the laws, equal privileges,  
386 and immunities under § 1985(3).

387       **Count #5. Sinkin Law Firm** is charged with failure to provide an instrument of credit  
388 for the asset, depriving the Plaintiff liberties white citizens enjoyed to inherit, purchase,  
389 lease, sell, hold, and convey real and personal property under § 1982.

390       In this civil action against **Sinkin Law Firm**, Plaintiff charges this Defendant with not  
391 presenting the instrument of value to offset the exchange of a thing of value, in its intent to  
392 push the firm's profit margins. The lack of financial instruments<sup>18</sup> under U.C.C. § 3-304  
393 (3) creates a defect in equity. If credits and debts were never secured by anything of value,  
394 they would not exist. It is value and consideration for the transfer of things of value.  
395 Plaintiff has lost something of value and in this case, has not been compensated by an  
396 instrument of value. **Sinkin Law Firm** had a fiduciary obligation to provide the instrument  
397 of value.

398       As a remedy, Joe Blessett requests (\$1,000,000.00) one million dollars for the  
399 inconveniences caused by **Sinkin Law Firm's** actions or a full-page advertisement in bold  
400 letters in San Antonio Express-News, San Antonio Post, and Los Angeles Times an  
401 apology by **Sinkin Law Firm** stating **Sinkin Law Firm** apologizes to Joe Blessett for the  
402 inconveniences caused by their actions, and with (\$300, 000.00) three hundred thousand  
403 dollars paid to the Plaintiff.

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<sup>18</sup> U.C.C. § 3-304. OVERDUE INSTRUMENT (3) if the instrument is not a check, when the instrument has been outstanding for a period of time after its date which is unreasonably long under the circumstances of the particular case in light of the nature of the instrument and usage of the trade.

## JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 for Sherman Act violations, Discrimination against Child Support Debtors, Violations of civil procedures and substantive law by a Municipality, deprivation, and infringement on civil liberties, freedoms, and immunities in the collection and enforcement of Title IV-D of the Social Security Act.
2. This Court has subject matter jurisdiction for the United States 5 U.S.C. § 702 judicial review of the 5 U.S.C. § 101 agency oversight policies in the enforcement of spending clause penalties, and the agency's active prevention of its contractors' violation of noncustodial parents protected rights, and child support debtor protected rights
3. This Court has the authority to grant declaratory relief pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.
4. The venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)(2) and 1391(e).
5. Plaintiff brings this suit under 15 U.S. Code § 1 for contracts and reserves the right to call additional parties under 15 U.S.C. § 5.
6. Plaintiff brings this suit under 28 U.S. Code § 1343 Jim Crow Claims and 28 U.S. Code § 1357 for any injuries done under an Act of Congress to protect and collect Title IV revenues of the Social Security Act.
7. Plaintiff takes civil action against the private individuals, state, and federal actors named in this suit under 18 U.S.C. §§ 241, 242, and 245 and 42 U.S.C. §§ 1981, 1982, 1983, and 1985.
8. Plaintiff seeks his lost maritime wages as a remedy under 28 U.S. Code § 1346(b) for the federal agency's failure to perform the spending clause enforcements on the Texas Title IV-D agency with some form of consistency.
9. Plaintiff has asserted claims for Pendent jurisdiction 28 USC § 1367 "common nucleus of operative fact" for debt, fiduciary obligations, and under the color of law use of federal statutes and U.S. Constitution violations in the application of Title IV-D by the defendants.

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**FACTUAL ALLEGATIONS**

Joe Blessett does not have a contract with the OAG for child support collection service and any enforcement obligation under the Title IV-D program. Joe Blessett demands the OAG show material evidence of JOSEPH C. BLESSETT's informed consent or a valid judicial state court order to the contractual terms of the Title IV-D program. JOSEPH C. BLESSETT's contract states on **Exhibit A** page 31 item #15 of July 23, 1999, Final Divorce Decree: **Relief Not Granted**. **IT IS ORDERED AND DECREED** that all relief in this case not expressly granted is denied. The **CITY OF GALVESTON**, District Clerk Office Evelyn Wells Robison changed the name of the payee without the Plaintiff's permission, judicial order without notice to JOSEPH C. BLESSETT in order to legally defend his contract in a court of law. There is no evidence of a court-ordered modification of the July 23, 1999, Final Divorce Decree. At 2:18 pm on October 22, 1999, Cynthia Brown-Sayko, and Assistant Attorney General of the Child Support Division Texas Bar No. 00793042 entered **Exhibit C** "Notice of Change of Payee" for the Galveston County District Clerk's Office, Evelyn Wells Robison, 722 Moody, 4th Floor, Galveston Texas 77550 to file a change of payee to the Office of the Attorney General P.O. Box 13499, Austin Texas 78711. The change of payee is an administrative action without the presence of a judicial modification to the Final Divorce Decree or the JOSEPH C. BLESSETT's consent. It was done by a City of Galveston representative and an OAG agent in 1999. It is a fact that on July 13, 2015, Galveston County Family Court #2 awarded the OAG a default judgment without following Texas Rules of Civil Procedures return of service Rule 107(h) before the hearing. It is a fact that Galveston County Family Court #2 awarded the transfer of a Texas homestead exempted protected property without Texas Rules of Civil Procedures return of service Rule 107(h) before the hearing. These patterns and customs directly affect the interpretation of the U.S. Constitution's explicit pre-emptive language. Under the U.S. Constitution, Plaintiff is not obligated to honor any judgments in violation of 42 U.S. Code § 1983. Under Texas Local Government Code Title 3 Sec. 87.012, the **CITY OF GALVESTON** had an obligation to remove a judge that does not respect the

law<sup>19</sup>. Plaintiff submitted a petition<sup>20</sup> as per Texas Local Government Code Title 3 Sec. 87.015 asking Judge Barbara Roberts to uphold the U.S. Constitution.

The Texas Title IV-D program claimed JOSEPH C. BLESSETT owed a debt<sup>21</sup>, and by law, to uphold and protect uniform commerce, the agency must show proof of JOSEPH C. BLESSETT's obligation to the state. Joe Blessett is the holder in due course, the primary lender of the monies loaned to JOSEPH C BLESSETT and, as the primary creditor, sets the terms of this loan. Texas nor its Title IV-D agency has presented to Joe Blessett a legal instrument for a monetary loan of monies to JOSEPH C. BLESSETT. JOSEPH C. BLESSETT lost privileges in 2005 under Denial of U.S. Passport under 42 U.S.C. 652(k) Title IV-D of the Social Security Act and again in 2014 under 42 U.S.C. 666(16) Title IV-D Texas driver license suspension. Enforcement actions are presented in **Exhibit D** REVOKED DELINQUENT CHILD SUPPORT on September 22, 2014, and end date

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<sup>19</sup> Sec. 87.011. DEFINITIONS. In this subchapter: (1) "District attorney" includes a criminal district attorney. (2) "Incompetency" means: (A) gross ignorance of official duties; (B) gross carelessness in the discharge of those duties; or (C) unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the officer's election. (3) "Official misconduct" means intentional, unlawful behavior relating to official duties by an officer entrusted with the administration of justice or the execution of the law. The term includes an intentional or corrupt failure, refusal, or neglect of an officer to perform a duty imposed on the officer by law. <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.87.pdf>

<sup>20</sup> Sec. 87.015. PETITION FOR REMOVAL(c) The petition must be addressed to the district judge of the court in which it is filed. The petition must set forth the grounds alleged for the removal of the officer in plain and intelligible language and must cite the time and place of the occurrence of each act alleged as a ground for removal with as much certainty as the nature of the case permits. <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.87.pdf>

<sup>21</sup> To establish Article III standing, a plaintiff must show "an injury-in-fact caused by a defendant's challenged conduct that is redressable by a court." K.P. v. LeBlanc, 627 F.3d 115, 122 (5th Cir. 2010). For a plaintiff's claim to be redressable, it must be "likely, as opposed to merely speculative, that a favorable decision will redress the plaintiff's injury." **S. Christian Leadership Conference v. Supreme Court of the State of La., 252 F.3d 781, 788 (5th Cir.2001)**. "[A] plaintiff satisfies the redressability requirement when he shows that a favorable decision will relieve a discrete injury to himself. He need not show that a favorable decision will relieve his every injury." **LeBlanc, 627 F.3d at 123 (alteration in original) (quoting Larson v. Valente, 456 U.S. 228, 243 n. 15, 102 S.Ct. 1673, 72 L.Ed.2d 33 (1982))**, **DEPARTMENT OF TEXAS v. Texas Lottery Com'n, 727 F. 3d 415 - Court of Appeals, 5th Circuit 2013**, [https://scholar.google.com/scholar\\_case?case=3919177222792525866&q=Thompson+v.Smith,+154+SE+579&hl=en&as\\_sdt=4,60](https://scholar.google.com/scholar_case?case=3919177222792525866&q=Thompson+v.Smith,+154+SE+579&hl=en&as_sdt=4,60) (Google Scholar)



December 31, 9999. Joe Blessett has lost a least (\$100,000.00) one hundred thousand dollars a year in maritime income since 2005, an injury in fact, which would total (\$1,600,000.00) one million six hundred thousand dollars under a modest calculation for the opportunities of lost wages to date as of 2022. The OAG ignored *Article, I, Section 10, Clause 1 of the United States Constitution, known as the Contract Clause, which imposes certain prohibitions on the states. These prohibitions are meant to protect individuals from intrusion by state governments. The 10<sup>th</sup> Amendment states a truism that all is retained which has not been surrendered.* Texas may not exercise authority over JOSEPH C. BLESSETT if consent is not given.

As an **Executive Maritime Engineering Officer with a U.S. Maritime License**, JOSEPH C. BLESSETT received income as maritime wages from multiple states. Title IV-D program required the Texas Office of Attorney General Child Support Enforcement Division (OAG) to act under their federal statutes. It was illegal to withhold JOSEPH C. BLESSETT's maritime wages under 46 U.S.C. § 11109<sup>22</sup> as an illegal attachment without a valid judicial order. Title IV-D administrative orders are unlawful without the validation of judicial order or the evidence of informed consent to the Title IV-D program. UNDER AN INVALID CONTRACT, the OAG presented an executive order for wage withholding Exhibit C1. It is the illegal application of an act of the U.S. Congress to intercept or withhold monies under the color of law. Therefore, it is theft under the color of law from the Plaintiff and the theft of the U.S. Government monies paid for the collection and enforcement actions against JOSEPH C. BLESSETT. The preservation of individual 5<sup>th</sup>

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<sup>22</sup> 46 U.S.C, § 11109 (a) Wages due or accruing to a master or seaman are not subject to attachment or arrestment from any court, except for an order of a court about the payment by a master or seaman of any part of the master's or seaman's wages for the support and maintenance of the spouse or minor children of the master or seaman, or both. A payment of wages to a master or seaman is valid, notwithstanding any prior sale or assignment of wages or any attachment, encumbrance, or arrestment of the wages.

520 amendment rights prevents the state from taking JOSEPH C. BLESSETT's property<sup>23</sup>  
 521 without compensation.

522 Under Article 1, Section 8, Clause 3 of the U.S. Constitution, Congress has the power  
 523 "to regulate commerce between states; foreign territories, and maritime matters. Joe  
 524 Blessett was engaged in foreign commerce and trade as an essential instrument on 46 U.S.  
 525 Code § 106 "documented vessels." As established by federal statute 16 U.S.C. § 1453(6a)  
 526 that a State "enforceable policies"<sup>24</sup> are only legally binding through constitutional  
 527 provisions, laws, regulations, land use plans, ordinances, or judicial or administrative  
 528 decisions, in which a State exerts control over private and public land and water uses and  
 529 natural resources in the coastal zone. Therefore, the OAG exceeded the state agency's  
 530 commerce authority for interstate and foreign child support debt collection and  
 531 enforcement without the federal contractual protections of Title IV-D of the Social  
 532 Security Act. The OAG enforced a contract upon JOSEPH C. BLESSETT, which  
 533 conflicts with 15 U.S. Code § 1. The Texas Title IV-D agency had no legal rights to  
 534 interfere with sister states' commerce outside their territorial borders without the 10<sup>th</sup>  
 535 amendment protections under Title IV-D of the Social Security Act. Under admiralty  
 536 commerce, JOSEPH C. BLESSETT's maritime wages are protected by the Jones Act  
 537 Seamen Protections 46 U.S.C. §§ 10312 and 10313. Without the documents required  
 538 under 42 U.S.C. 654(12), there is no way the OAG would be in compliance with due  
 539 process<sup>25</sup> spending clause statutes in the Title IV-D Social Security Act.

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<sup>23</sup> 5<sup>th</sup> Amendment, Types of Takings, Many types of government action infringe on private property rights. Accordingly, the Fifth Amendment's compensation requirement is not limited to government seizures of real property. Instead, it extends to all kinds of tangible and intangible property, including but not limited to easements, personal property, contract rights, and trade secrets. <https://www.law.cornell.edu/wex/takings> (Legal Information Institute)

<sup>24</sup> 16 U.S. Code § 1453(6a) The term "enforceable policy" means State policies which are legally binding through constitutional provisions, laws, regulations, land use plans, ordinances, or judicial or administrative decisions, by which a State exerts control over private and public land and water uses and natural resources in the coastal zone.

<sup>25</sup> 45 CFR § 303.101(c) Safeguards. Under expedited processes: (1) Paternities and orders established by means other than full judicial process must have the same force and effect under State law as paternities and orders established by full judicial process within the State; (2) The

540 Joe Blessett has made diligent inquiries about the existence of a valid judicial  
 541 modification to his Final Divorce Decree support order or evidence of another legal  
 542 instrument required under 42 U.S.C § 654 (12)<sup>26</sup>. Joe Blessett has given state and federal  
 543 actors legal notice to correct this injustice. A Notice of Acceptance was sent to Antony  
 544 Blinken, U.S. Department of State, to Greg Abbott, Texas governor, Ken Paxton, head of  
 545 the Texas Of Attorney General Child Support Enforcement Division, and Steven C  
 546 McCraw, head of Texas Dept. of Public Safety by U.S. Postal Mail. The Defendants were  
 547 given consideration and the opportunity to exchange an instrument for settling this issue.  
 548 Unfortunately, all parties named have failed to present a copy of the documented legal  
 549 instrument under 42 U.S.C. 654(12)<sup>27</sup> to legally trigger child support collection and  
 550 enforcement of a debt<sup>28</sup> under Title IV-D of the Social Security Act that resulted in injuries

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due process rights of the parties involved must be protected; (3) The parties must be provided a copy of the voluntary acknowledgment of paternity, paternity determination, and/or support order; (4) Action taken may be reviewed under the State's generally applicable administrative or judicial procedures.

<sup>26</sup> Fed.Rule of Evidence 301. Presumptions in Civil Cases Generally. In a civil case, unless a federal statute or these rules provide otherwise, the party against whom a presumption is directed has the burden of producing evidence to rebut the presumption. But this rule does not shift the burden of persuasion, which remains on the party who had it originally.

<sup>27</sup> 42 U.S.C. § 654(12) provide for the establishment of procedures to require the State to provide individuals who are applying for or receiving services under the State plan, or who are parties to cases in which services are being provided under the State plan—(B) with a copy of any order establishing or modifying a child support obligation, or (in the case of a petition for modification) a notice of determination that there should be no change in the amount of the child support award, within 14 days after issuance of such order or determination.

<sup>28</sup> 15 U.S.C § 1692g - Validation of debts (b) Disputed debts. If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

551 towards the Plaintiff. U.S. Congress intended for Plaintiff as the beneficiary of 42 U.S.C.  
552 654(12) by imposing a binding obligation upon the State. The Defendants' activities  
553 represent a pattern of customs and policies established over decades from a lack of  
554 oversight and accountability for their actions. The state Title IV-D agencies operate as  
555 monopolies for child support debt collections. In this civil action, the state agency  
556 disregarded Plaintiff's private contract through deceptive acts under the color of federal  
557 law. Joe Blessett is the creditor, and JOSEPH C. BLESSETT is the debtor, establishing  
558 Joe Blessett as the original creditor. Nothing in equity has been given to JOSEPH C.  
559 BLESSETT from the state, and nothing in equity shall be returned to the state.

560 Ken Paxton's office has failed to establish consent before applying federal provisions  
561 42 U.S.C. §654(31) 42 U.S.C. §652(k) and 42 U.S.C. §666 for Title IV-D services, for  
562 liens, for income withholding, for denial of jury trial, for reporting arrearages to credit  
563 bureaus, for suspending licenses, for financial data matching, for change in payee, for  
564 securing assets, and for denial of U.S. passport privileges, all for nonpayment or  
565 delinquency of child support debt. Ken Paxton ignored Joe Blessett's legal notice as a  
566 servant to the people. He is stepping outside of his official capacity as the Attorney General  
567 in charge of all Texas Office of the Attorney General Child Support Enforcement Division  
568 activities within the borders of Texas.

569 The Denial of JOSEPH C. BLESSETT's U.S. Passport under 42 U.S.C. 652(k) Title  
570 IV-D of the Social Security Act is a 28 U.S.C. §1357 injury caused by their enforcement  
571 actions, done under the color of law for the collections of Title 42, Chapter 7, Subchapter  
572 IV revenues. JOSEPH C. BLESSETT's U.S. Passport privilege is protected under 18  
573 U.S.C. § 245(b)(1)(B) and may not be denied under the color of law. Therefore, Ken  
574 Paxton had an obligation to answer the Plaintiff's Notice of Acceptance requesting proof  
575 of a judicial order for the child support debt.

576 The suspension of JOSEPH C. BLESSETT's Texas driver license under 42 U.S.C.  
577 666(16) Title IV-D Title IV-D of the Social Security Act is a 28 U.S.C. §1357 injury caused  
578 by their enforcement actions, done under the color of law for the collections of Title 42,

Chapter 7, Subchapter IV revenues. Therefore, Ken Paxton and Steven C McCraw had an obligation to answer the Plaintiff's Notice of Acceptance requesting proof of a judicial order for the child support debt.

Joe Blessett has performed an administrative process against Greg Abbott, Ken Paxton, Steven C McCraw, and Antony Blinken. U.S. Postal Service delivered the defendant's Notice of Acceptance with a financial obligation at their place of work. The Defendants failed to answer the U.C.C. § 3-409(b) Notice of Acceptance in a reasonable time. Accordingly, a U.C.C. § 3-409(c) fixed time was given in a Notice of Nonresponse, a second opportunity to correct any defect or respond to the Notice of Acceptance by U.S. Postal Mail at their place of work with a return receipt.

Joe Blessett's July 23, 1999, Final Divorce Decree with a child support order is a legally binding legal instrument. The burden of proof<sup>29</sup> is placed upon the defendants to refute the evidence established in the federal statutes and Joe Blessett's legal instrument. The Defendants must explain their actions and show what federal law or public right gave its agents and contractors the right to infringe on JOSEPH C. BLESSETT's rights.

In this civil law, "*the defendant bears only the burden of explaining clear reasons for its actions.*" ***Texas Dept. of Community Affairs v. Burdine, 450 US 248 - Supreme Court 1981.*** *Case law has already established every state official that administrates a federally funded program is acting under the color of law. See Williams v. US, 396 F. 3d 412 - Court of Appeals, Dist. of Columbia Circuit 2005, See Tongol v Usery, 601F.2d 1091, 1097 (9th Circuit, 1979)* Specifically, the under-color-of-state-law doctrine may also apply to individuals who act "with knowledge of and pursuant to a state-enforced custom

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<sup>29</sup> Fed.Rule of Evidence 301, Presumptions in Civil Cases Generally. In a civil case, unless a federal statute or these rules provide otherwise, the party against whom a presumption is directed has the burden of producing evidence to rebut the presumption. But this rule does not shift the burden of persuasion, which remains on the party who had it originally. [https://www.law.cornell.edu/rules/fre/rule\\_301](https://www.law.cornell.edu/rules/fre/rule_301) [Legal Information Institute]

601 *requiring" unconstitutional behavior. See Adickes v. S.H. Kress & Co., 398 U.S. 144, 174*  
 602 *n. 44, 90 S.Ct. 1598, 1617 n. 44, 26 L.Ed.2d 142 (1970).*

603 The application of Title IV-D of the Social Security Act is unconstitutional as a contract  
 604 for services. The U.S. Congressional Act offers no benefits to the child support debtor. It  
 605 incentivizes the state agencies to pursue child support debtors under 42 U.S.C. 658a and  
 606 omits the language in clear, unambiguous terms that the program is actually voluntary.  
 607 The program uses deception by omitting key facts that would dissuade any sane  
 608 noncustodial parent from using the program. Defendants and its subordinates 45 C.F.R.  
 609 302.34 contractors deprived JOSEPH C. BLESSETT of commerce rights<sup>30</sup> by ignoring  
 610 the U.S Constitution's restrictions on state governments. The state court has policy issues  
 611 that destabilize trust in the judicial system. The Title IV-D agency has breached its  
 612 contractual agreement under 42 U.S.C. § 654 of Title IV-D of the Social Security Act.  
 613 Prima Facie evidence proves an act of collusion between U.S. Congress and State of Texas  
 614 under 31 U.S.C. § 6305(1) ex contractu for profit using deception and concealment against  
 615 JOSEPH C. BLESSETT to create an adhesion contract. It is performance to pay or suffer  
 616 from the purposely concealed legal consequences.

617 The Family Law system is corrupt, with every affiliate involved profiting from it.  
 618 JOSEPH C. BLESSETT had a Texas-exempt homestead<sup>31</sup> real property seized in  
 619 opposition to substantive law. Joe Blessett reported this to the Federal Bureau of  
 620 Investigation (FBI) and filed a civil suit against his ex-wife for fraud. The illegal

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<sup>30</sup> In United States v. Bongiorno, 106 F.3d 1027, 1032 (1st Cir. 1997), it was held that "state-court-imposed child support orders are 'functionally equivalent to interstate contracts,'" rejecting the idea that child support payment obligations are somehow a "different" kind of debt.

<sup>31</sup> Texas Family Code Sec. 157.317. PROPERTY TO WHICH LIEN ATTACHES. (b) A lien attaches to all non-homestead real property of the obligor but does not attach to a homestead exempt under the Texas Constitution or the Property Code. Texas Family Code Sec. 157.317. Sec. 157.3171. RELEASE OF LIEN ON HOMESTEAD PROPERTY. (a) An obligor who believes that a child support lien has attached to real property of the obligor that is the obligor's homestead, as defined by Section 41.002, Property Code, may file an affidavit to release the lien against the homestead in the same manner that a judgment debtor may file an affidavit under Section 52.0012, Property Code, to release a judgment lien against a homestead.



621 enforcement of Title IV-D placed a lien on MARIA L. BLESSETT AND JOSEPH C.  
 622 BLESSETT's property. Joe Blessett recorded **Exhibit O1** a Texas Property Code Sec.  
 623 520012<sup>32</sup> HOMESTEAD AFFIDAVIT AS RELEASE OF JUDGMENT LIEN as the bona  
 624 fide purchaser on May 3, 2017, with Galveston County Clerk's public property records.  
 625 On May 12, 2017, authorized agent Stett M Jacoby as a Sinkin Law Firm representative,  
 626 submitted **Exhibit O2** a contradictory affidavit on behalf of their client without a judgment,  
 627 without a mortgage title or contractor's lien, listing the property ABST 9 Page 3 Lot 47  
 628 BLK 10 – 2515 Merrimac, League City, TX 77573, ignoring Texas Property Code<sup>33</sup> rules.  
 629 Stett M Jacoby filed an affidavit **Exhibit O5** in **JOE BLESSETT v. BEVERLY ANN**  
 630 **GARCIA,3:18-CV-00137 United States District Court, S.D. Texas, Galveston Division**  
 631 **2019** to support the lie of having a judgment listing the property ABST 9 Page 3 Lot 47  
 632 BLK 10 – 2515 Merrimac, League City, TX 77573 before filing a contradicting affidavit  
 633 with the Galveston County Clerk's public property records. On December 5, 2017, the  
 634 Deed of Execution **Exhibit O3** showed Sinkin & Barretto PLLC operating as Sinkin Law  
 635 Firm, purchased the property at auction for (\$65,000.00) sixty-five thousand. Factual  
 636 material evidence<sup>34</sup> entered in civil case **3:18-cv-00137 Blessett v Garcia USDS 2019**

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<sup>32</sup> Texas Property Code Sec. 52.0012 HOMESTEAD AFFIDAVIT AS RELEASE OF JUDGMENT LIEN (d) If a judgment debtor has filed a certificate of mailing under Subsection (b) and a contradicting affidavit is not filed under Subsection (e), a bona fide purchaser or a mortgagee for value or a successor or assign of a bona fide purchaser or mortgagee for value may rely conclusively on an affidavit filed under Subsection (b) for the 90-day period that begins on the 31st day after the date the certificate of mailing was filed.

<sup>33</sup> Texas Property Code Sec. 52.001. ESTABLISHMENT OF LIEN. Except as provided by Section 52.0011 or 52.0012, a first or subsequent abstract of judgment, when it is recorded and indexed in accordance with this chapter, if the judgment is not then dormant, constitutes a lien on and attaches to any real property of the defendant, other than real property exempt from seizure or forced sale under Chapter 41, the Texas Constitution, or any other law, that is located in the county in which the abstract is recorded and indexed, including real property acquired after such recording and indexing.

<sup>34</sup> Fed.Rule of Evidence 803 (7) Absence of a Record of a Regularly Conducted Activity.(A) the evidence is admitted to prove that the matter did not occur or exist;  
 Fed.Rule of Evidence 803(15) Statements in Documents That Affect an Interest in Property. A statement contained in a document that purports to establish or affect an interest in property if the matter stated was relevant to the document's purpose — unless later dealings with the property are inconsistent with the truth of the statement or the purport of the document.



shows Stett M Jacoby's client knew as early as March 4, 2016, that the property located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before May 12, 2017, had a homestead exemption. Stett M Jacoby and his client never objected to **Exhibit O**, and the emails are now adjudicated public evidence in civil case **3:18-cv-00137 Blessett v Garcia USDS 2019**. Sinkin Law Firm's Attorney Stett M Jacoby placed a personal property lien on MARIA L. BLESSETT AND JOSEPH C. BLESSETT's protected property. Stett M Jacoby committed 18 U.S.C. § 1623<sup>35</sup> perjury in a federal court, stating he froze the property pending litigation.

On August 2021, Joe Blessett requested information under Texas Government Code Sec. 552.001<sup>36</sup> as to the Texas exempt ABST 9 Page 3 Lot 47 BLK 10 – 2515 Merrimac, League City, TX 77573 exemption status before June 30, 2017, from Norman B. Franzke of the Galveston Central Appraisal District with return receipt **#9590 9402 4779 8344 5228 36** confirmation. Nick Perez, staff attorney for the Galveston Central Appraisal District, responded with a confidential notice by email. In addition, Nick Perez supplied an answer to the exemption status of the property and the transfer date of the status. As a result, the property retained its exemption status until the transfer date.

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<sup>35</sup> 18 U.S.C. § 1623 - False declarations before the court, (a) Whoever under oath (or in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information, including any book, paper, document, record, recording, or other material, knowing the same to contain any false material declaration, shall be fined under this title or imprisoned not more than five years, or both.

<sup>36</sup> Texas Government Code Sec. 552.001. POLICY; CONSTRUCTION. (a) Under the fundamental philosophy of the American constitutional form of representative government that adheres to the principle that government is the servant and not the master of the people, it is the policy of this state that each person is entitled, unless otherwise expressly provided by law, at all times to complete information about the affairs of government and the official acts of public officials and employees. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created. The provisions of this chapter shall be liberally construed to implement this policy.

653 For all of these activities above to have taken place, for Stett M Jacoby to do everything  
654 he has done, to take control of the property, there was already bad policies and customs in  
655 place in the City of Galveston to avoid the safeguards and legal protections for child  
656 support debtors.

657 It is not unusual for Joe Blessett to be absent from the geographical area for months at  
658 a time. Joe Blessett has not received sufficient notice of any legal action on or after July  
659 23, 1999. The way the Texas Galveston County Court handled JOPSEH C. BLESSETT's  
660 legal issues before a judgment broke several civil procedural codes and substantive laws.  
661 In **Exhibit E** Judge Barbara Roberts was allowed to correct a mistake at law and declined.  
662 Roberts denied Joe Blessett's petitions to correct the problem. Roberts is protected from  
663 her wrongdoings by her immunity as a state judge. It is an example of conscious behavior.  
664 Roberts's knowledge of JOSEPH C. BLESSETT's property exemption status before the  
665 proceedings shows tacit conduct with the intent to rule against JOSEPH C. BLESSETT  
666 regardless of the facts. Roberts's actions on the bench without ensuring that Joe Blessett  
667 was informed timely before the hearing is an act outside of her official capacity as a judge.  
668 Roberts intended on infringing on the Plaintiff's property rights by denying the civil code  
669 required before a hearing can take place for protected assets. Joe Blessett places on the  
670 record that proper notice of any hearing before a judgment on exempt homestead protected  
671 property never happened. Joe Blessett requested the City of Galveston to present evidence  
672 of sufficient process service for a hearing before a hearing for any judgment and a signed  
673 order of modification of his Final Divorce Decree as per Texas Government Code Sec.  
674 552.001.

675 Under this form of civil law, any Texas citizen might be on an extended vacation or be  
676 absent from their property and lose homestead ownership.

**Greg Abbott**

Greg Abbott is in dishonor as per U.C.C. § 3-505 through his tacit knowledge of the financial and legal terms within the legal instruments received from Joe Blessett. Child support orders are interstate contracts with interstate commerce protections. U.S. Congress intended for the Plaintiff as the beneficiary of 42 U.S.C. 654(12) by imposing a binding obligation on the State.

Greg Abbott has acquiesced<sup>37</sup> to Joe Blessett's *Notice of Nonresponse* terms through silence. JOSEPH C. BLESSETT's U.S. Passport privilege is protected under 18 U.S.C. § 245(b)(1)(B) and may not be denied under color of law. JOSEPH C. BLESSETT's Denial of U.S. Passport under 42 U.S.C. 652(k) Title IV-D of the Social Security Act is a 28 U.S.C. §1357 injury under federal law protections against the unlawful color of law collection of Title 42, Chapter 7, Subchapter IV revenues. As the Texas state governor<sup>38</sup> and Chief Executive Officer, Abbott had tacit and explicit knowledge of the Plaintiff's opposition to the unlawful Title IV-D enforcement with authority to correct Ken Paxton's state attorney general's activities for Texas. Abbot could have prevented further actions under 42 U.S.C. § 1983 and 18 U.S.C. §§ 241, 242, and 245 deprivation of JOSEPH C. BLESSETT's rights, privileges, or immunities secured by the U.S. Constitution protections and laws. Greg Abbott *did nothing to stop Plaintiff's injury*. Greg Abbott is liable in his unofficial capacity to the injured party for his inaction in this action at law and suit in equity

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<sup>37</sup> Acquiescence - A person's tacit or passive acceptance, implied consent to an act. **Black's Law Dictionary Fifth Edition**

<sup>38</sup> Texas Family Code Sec. 231.002 (d) Consistent with federal law and any international treaty or convention to which the United States is a party and that has been ratified by the United States Congress, the Title IV-D agency may: (1) on approval by and in cooperation with the governor, pursue negotiations and enter into reciprocal arrangements with the federal government, another state, or a foreign country or a political subdivision of the federal government, state, or foreign country to: (A) establish and enforce child support obligations; and (B) establish mechanisms to enforce an order providing for possession of or access to a child rendered under Chapter 153; (2) spend money appropriated to the agency for child support enforcement to engage in international child support enforcement; and (3) spend other money appropriated to the agency necessary for the agency to conduct the agency's activities under Subdivision (1).

under federal statutes and codes. Greg Abbot declined the opportunity to correct the unlawful child support enforcement in his official capacity as the Chief Executive Officer of Texas. Greg Abbott ignored Joe Blessett's legal notice as a servant to the people, stepping outside of capacity as the governor in charge of all Texas executive branch activities within the borders of Texas. Greg Abbott had the opportunity to point and cure any defects in Joe Blessett's legal instruments upon receiving the Notice of Nonresponse. Greg Abbott has acquiesced to Joe Blessett's private terms and is legally responsible for the monetary terms agreed to in the Notice of Nonresponse through his tacit conduct. Plaintiff is protected under the U.S. Constitution Commerce Clause and Contract Clause. *Invalid Executive branch Title IV-D administrative order will never grow up to be valid Judicial Branch court orders without committing an unlawful or a correctable mistake of law by applying mandatory public law.*

***Greg Abbott cannot escape liabilities of the unlawful color of law actions he allowed to continue against JOSEPH C. BLESSETT after receiving notice from Plaintiff. Additionally, he willfully ignored Joe Blessett's request for relief.***

1. Admit or deny Greg Abbott received Notice of Acceptance return receipt #9590 9402 3652 7335 3554 36 8344 5227 44 to pay Joe Blessett?
2. Admit or deny that on June 14, 2021, Greg Abbot received a Notice of Acceptance by U.S. Postal Mail requesting to remedy color of law injuries?
3. Admit or deny Greg Abbott was given a second opportunity by Notice of Nonresponse return receipt #9590 9402 4779 8344 5227 44 Exhibit M to correct any mistakes, cure the instruments, or provide a remedy?
4. Admit or deny through his tacit conduct, Greg Abbott has acquiesced to Joe Blessett's private terms and is legally responsible for the agreed monetary terms?
5. Admit or deny Greg Abbott did not respond to Plaintiff's request?

Plaintiff requests the court grant an order as agreed; Greg Abbott pays one hundred thousand dollars (\$100,000.00) per day charge to be paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment of Notice of Acceptance.

### Ken Paxton

The Texas Office of Attorney General Child Support Enforcement Division<sup>39</sup> (OAG), the attorney general's office, is designated as the state's Title IV-D agency. Title IV-D is a voluntary federal program requiring informed consent from a noncustodial parent before enforcing the U.S. Congressional Act. Under the U.S. Constitution, restrictions on state governments and the federal statutes within Title IV-D of the Social Security Act prevent the state Title IV-D agencies from defaulting a noncustodial parent into a contractual financial obligation for refusal to participate in the program. Unfortunately, Ken Paxton ignored JOSEPH C. BLESSETT's rights, privileges, immunities secured by the U.S. Constitution's restrictions on state government. Plaintiff has never consented to a Title IV-D contract waiving his 14<sup>th</sup> amendment rights or Uniform Commercial Codes rights. The OAG's **Exhibit H** response to a motion **Exhibit I** in the U.S. 5<sup>th</sup> Appellate Court for the OAG counsel obfuscated and speaks as if the Plaintiff must accept 13<sup>th</sup> amendment servitude for a Title IV-D service without the evidence of a contract or a crime. Counsel raised this defensive argument in the U.S. 5<sup>th</sup> Appellate Court. This egregious behavior has gone unchecked for decades in Family Law.

The Plaintiff is demanding evidence to show JOSEPH C. BLESSETT's consent to this voluntary program. The U.S. Constitution and the 13<sup>th</sup> amendment rights prevent anyone from being defaulted into a contract in service for the benefit of others. Without evidence of a loan, without services rendered, or goods exchanged, it is impossible to be a legally binding contract. The OAG counsel's response in **Exhibit I** is evidence of the policy within the agency to infringe on the rights of noncustodial parents with impunity. The

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<sup>39</sup> Texas Family Code Sec.231.001. DESIGNATION OF TITLE IV-D AGENCY. The office of the attorney general is designated as the state's Title IV-D agency.

obligation of state debt has been claimed without proof of a loan, without services rendered, or goods exchanged with JOSEPH C. BLESSETT. We ask the court to recognize Plaintiff's first injury in 2005 in the denial of his U.S Passport privileges under a Title IV-D penalty. Forced servitude or slavery to benefit the state is illegal without evidence of a crime. Both **Exhibits H** and **Exhibit I** prove that Ken Paxton lacks legal capacity to enforce the Title IV-D program. Otherwise, let Ken Paxton submit an affidavit attesting to having the capacity to enforce. The U.S. Federal District Courts have original jurisdiction for 28 U.S. Code § 1331 federal question and an exemption under *Ex parte Young*, to determine whether the Greg Abbott, Ken Paxton, and Steven C McCraw had the legal capacity to deny the Plaintiff's civil liberties without a due process or his consent to a federal contract. In **Exhibit B**, the OAG counsel stated that the OAG was not involved in the original order, and the Final Divorce decree is the only contract presented as evidence. Where is the legal instrument that granted the OAG the capacity to enforce the Title IV-D program against JOSEPH C. BLESSETT? Even if Greg Abbott, Ken Paxton, and Steven C McCraw were acting under state law, they could not survive *Scheuer v. Rhodes, 416 U.S. 232(1974)*<sup>40</sup> for the denial of liberties, privileges, and immunities to enforce debt collections.

The Texas Title IV-D Agency application of Title IV-D of the Social Security Act does not comply with federal statutes governing the U.S. Congressional Act. The Texas Title IV-D Agency did not comply with 42 U.S.C. § 654(12) before applying Title IV-D enforcement against JOSEPH C. BLESSETT. The U.S. Congress intended the Plaintiff as the beneficiary of 42 U.S.C. 654(12) by imposing a binding obligation upon the State. The Texas Title IV-D Agency enforced the Denial of U.S. Passport against JOSEPH C. BLESSETT in 2005 under 42 U.S.C. 652(k) of Title IV-D of the Social Security Act before

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<sup>40</sup> *Scheuer v. Rhodes, 416 U.S. 232 (1974)* “ when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States.”



779 complying with 42 U.S.C. § 654(12). The Texas Title IV-D Agency enforced Title IV-D  
 780 license suspension against JOSEPH C. BLESSETT on September 22, 2014, under the  
 781 federal statute 42 U.S.C. 666(16) of Title IV-D of the Social Security Act before complying  
 782 with 42 U.S.C. § 654(12). The Texas Title IV-D agency does not have a copy of the  
 783 judicial order modifying JOSEPH C. BLESSETT July 23, 1999, Final Divorce Decree  
 784 support order. The Plaintiff is protected under the U.S. Constitution uniform *Commerce*  
 785 *Clause* and *Contract Clause*. Child support orders are interstate contracts with interstate  
 786 commerce protections. If JOSEPH C. BLESSETT did not enroll in the Title IV-D program,  
 787 Joe Blessett is not obligated to the program.

788 Ken Paxton has acquiesced to Joe Blessett's Notice of Nonresponse terms through his  
 789 silence. Ken Paxton had tacit and explicit knowledge of Title IV-D enforcement with the  
 790 authority to correct his subordinate activities. Instead, Ken Paxton did nothing to prevent  
 791 further 34 U.S.C. § 12601 actions, 42 U.S.C. § 1983 and 18 U.S.C. §§ 241, 242, and 245  
 792 deprivation of JOSEPH C. BLESSETT's rights, privileges, immunities secured by the U.S.  
 793 Constitution restrictions on state government. As the Texas Attorney General, Ken Paxton  
 794 could have inquired and had the staff available to correct JOSEPH C. BLESSETT's Title  
 795 IV-D agency problem.

796 Ken Paxton and the Texas Title IV-D agency<sup>41</sup> must adhere to 45 CFR § 303.107. Ken  
 797 Paxton is responsible for the policies and customs in applying the Texas Title IV-D  
 798 program. The Texas Title IV-D program claimed JOSEPH C. BLESSETT owed a debt.

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<sup>41</sup> **45 CFR § 303.107** - Requirements for cooperative arrangements. The State must ensure that all cooperative arrangements: (a) Contain a clear description of the specific duties, functions and responsibilities of each party; (b) Specify clear and definite standards of performance which meet Federal requirements; (c) Specify that the parties will comply with title IV-D of the Act, implementing Federal regulations and any other applicable Federal regulations and requirements; (d) Specify the financial arrangements including budget estimates, covered expenditures, methods of determining costs, procedures for billing the IV-D agency, and any relevant Federal and State reimbursement requirements and limitations; (e) Specify the kind of records that must be maintained and the appropriate Federal, State and local reporting and safeguarding requirements; and (f) Specify the dates on which the arrangement begins and ends, any conditions for revision or renewal, and the circumstances under which the arrangement may be terminated.



By law, to protect uniform commerce, Ken Paxton had an obligation to answer Plaintiff's Notice of Acceptance. Ken Paxton's conduct was outside his official capacity in the child support enforcement against JOSEPH C. BLESSETT. Ken Paxton had the opportunity to point out and cure any defects in Joe Blessett's legal instruments upon receiving the Notice of Nonresponse. Ken Paxton has acquiesced to Joe Blessett's terms and is legally responsible for the monetary terms agreed to in the Notice of Acceptance through his tacit conduct. Ken Paxton is in dishonor as per U.C.C. § 3-505 through his tacit knowledge of the financial and legal terms within the legal instruments received from Joe Blessett.

Ken Paxton's office is the designated Title IV-D agency<sup>42</sup> in Texas and has the power to enforce child support orders and collect and distribute support payments. However, Ken Paxton and his subordinates never followed the judicial Title IV-D spending clause requirements against JOSEPH C. BLESSETT. They have not been able to produce a legal instrument showing informed consent or a valid judicial order of enrollment into the Title IV-D program. Furthermore, the right to establish Title IV-D services against a child support debtor is not an established contractual right to enforce.

1. Admit or deny religious beliefs<sup>43</sup> or opinions are not admissible evidence to attack or support an argument against the Plaintiff?
2. Admit or deny the OAG did not have the legal capacity to enforce under Title IV-D program against JOSEPH C. BLESSETT?
3. Admit or deny the OAG did not comply with federal statute 42 U.S.C. 654(12) Title IV-D of the Social Security Act before enforcing 42 U.S.C. 666(16) license suspension against JOSEPH C. BLESSETT?

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<sup>42</sup> *TEX. FAM.CODE § 231.104(b) ("An application for child support services is an assignment of support rights to enable the Title IV-D agency to establish and enforce child support and medical support obligations...."). Office of Atty. Gen. of Texas v. Scholer*

<sup>43</sup> **Federal Rules of Evidence 610** Evidence of a witness's religious beliefs or opinions is not admissible to attack or support the witness's credibility.

4. Admit or deny the OAG did not comply with federal statute 42 U.S.C. 654(12) Title IV-D of the Social Security Act before enforcing Denial of U.S. passport under federal statute 42 U.S.C. 652(k) against JOSEPH C. BLESSETT?
5. Admit or deny the U.S. Constitution prevents a non-custodial from being defaulted on a Title IV-D contract for services without prior consent to Title IV-D services?
6. Admit or deny that Ken Paxton received a Notice of Acceptance return receipt #9590 9402 3652 7335 3554 74 Exhibit M2 to pay Joe Blessett.
7. Admit or deny that Ken Paxton was given a second opportunity by Notice of Nonresponse return receipt #9590 9402 4779 8344 5227 68 Exhibit M3 to correct any mistakes or provide a remedy.
8. Admit or deny that Ken Paxton is acting under federal statutes listed in Title IV-D of the Social Security Act?

Ken Paxton is charged in his unofficial capacity **Exhibit N** under 42 U.S.C. § 1983, 28 U.S.C. §1357, 18 U.S.C. § § 241, 242, and 245, for inaction, for not stopping deprivation and infringement of JOSEPH C. BLESSETT's rights under the color of federal law. Joe Blessett seeks payment for the agreed terms of the Notice of Nonresponse. Ken Paxton was given consideration and the opportunity to decline or accept Joe Blessett's offer. Ken Paxton has implicitly ratified the contract terms through the Tacit-Admissions Doctrine. Ken Paxton is in dishonor as per U.C.C. § 3-505 through his tacit knowledge of the financial and legal terms within the legal instruments received from Joe Blessett. Child support orders are interstate contracts with interstate commerce protections. U.S. Congress intended for Plaintiff as the beneficiary of 42 U.S.C. 654(12) by imposing a binding obligation on the State. *Invalid Executive branch Title IV-D administrative order will never grow up to be valid Judicial Branch court orders without committing an unlawful or a correctable mistake of law by applying mandatory public law. Ken Paxton cannot escape liabilities of the unlawful color of law actions he allowed to continue against JOSEPH C. BLESSETT after receiving notice from Plaintiff. Paxton willfully ignored Joe Blessett's request for relief*

Plaintiff requests the court grant an order as agreed; Ken Paxton pays one hundred thousand dollars (\$100,000.00) per day charge to be paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment of Notice of Acceptance.

Under the Supremacy Clause of the U.S. Constitution and the Texas Constitution, Xavier Becerra, Antony Blinken, Greg Abbott, and Ken Paxton must follow the federal statutes, located in Part D of Title IV of the federal Social Security Act. 42 U.S.C. § 654 et seq. *Under the program's guidelines, Texas "at a minimum" must establish a state registry consisting of "[e]very IV-D case receiving child support enforcement services under an approved State plan; and ... [e]very support order established or modified in the State on or after October 1, 1998." 45 C.F.R. §§ 307.11; 307.11(e)(2)(i)-(ii). The state case registry also must contain certain "[s]tandardized data elements" for every program participant. Id. § 307.11(e)(3). These standardized elements "shall include . . . Names . . . Social security numbers . . . Dates of birth . . . Case identification numbers ... Other uniform identification numbers ... [and] Data elements required under paragraph (f)(1) of this section necessary for the operation of the Federal case registry." Id. § 307.11(e)(3)(i)-(vi) (emphasis added). Office of the Atty. Gen. of Texas, 456 SW 3d 153 - Tex: Supreme Court 2015. State legislation and enforcement activities are permitted if they do not necessarily infringe any right, privilege, or immunity secured by the Constitution of the United States or by the amendments thereto. Mugler v. Kansas, 123 U.S. 623 TEX. FAM.CODE §§ 231.001, .101(a)(5)-(6). Among its powers is the ability to seek a court order to withhold income from a child support obligor's disposable earnings. TEX. FAM.CODE §§ 102.007 (authorizing Title IV-D agencies to file suits for modification or motions to enforce child support orders), 158.006 (a court or a Title IV-D agency "shall order that income be withheld from [obligor's] disposable earnings"); see also id. §§ 231.001, .002, .101 (describing the powers, services, and duties of a Title IV-D agency, including enforcement, collection, and distribution of child support payments). Office of Atty. Gen. of Texas v. Scholer, 403 SW 3d 859 - Tex: Supreme Court 2013*

**Steven C McCraw**

The Texas Department of Public Safety cannot deny the freedom to travel without a contract or evidence of injury in fact and the physical presence of the injured party to secure due process<sup>44</sup>. The Texas Title IV-D Agency enforced Title IV-D license suspension<sup>45</sup> against JOSEPH C. BLESSETT on September 22, 2014, under the federal statute 42 U.S.C. 666(16) of Title IV-D of the Social Security Act before complying with 42 U.S.C. § 654(12). Child support orders are interstate contracts with interstate commerce protections. Steven C McCraw was notified of the unlawful Title IV-D administrative enforcement under 42 U.S.C. 666(16) of Title IV-D of the Social Security Act by Joe Blessett. As the top law enforcement officer for the Texas Department of Public Safety, Steven C McCraw had tacit knowledge of the Plaintiff's opposition to the unlawful Title IV-D enforcement with authority to correct his subordinate activities. Steven C McCraw could have prevented further actions under 42 U.S.C. § 1983 and 18 U.S.C. § 242 deprivation of JOSEPH C. BLESSETT's rights, privileges, and immunities secured by the U.S. Constitution to protect the right to travel and civil procedural laws. Steven C McCraw did nothing to stop this. Steven C McCraw is liable to the injured party for his inaction.

As the head of the Texas Department of Safety, Steven C McCraw could have inquired and had the staff correct JOSEPH C. BLESSETT's Title IV-D agency's suspension of Texas driver license problem. Steven C McCraw's responsibilities include the subordinates' policies and customs following the lawful application of state codes, federal statutes, and the U.S. Constitution. Steven C McCraw had an obligation to answer the Plaintiff's *Notice of Acceptance* requesting proof of a judicial order for the child support debt under the federal statute 42 U.S.C. 666(16) Title IV-D license suspension. Child support orders are interstate contracts with interstate commerce protections. Steven C

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<sup>44</sup> . Under ***Reno v. Condon, 528 US 141(2000)***, *The activity license by the state Department of Motor Vehicle and in connection with which individuals must submit personal information to the DMV for the operation of motor vehicles is itself integrally related to interstate commerce.*

<sup>45</sup> ***Kent v. Dulles 357 U.S. 116 (1958)*** *was the first case in which the U.S. Supreme Court ruled that the right to travel is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment*

McCraw could correct the unlawful administrative child support enforcement in his OFFICIAL CAPACITY. Instead, Steven C McCraw ignored Joe Blessett's legal notice as a servant to the people as he stepped outside of his official capacity as the Director and Colonel of the Texas Department of Public Safety. Steven C McCraw had the opportunity to point out and cure any defects in Joe Blessett's legal instruments upon receiving the Notice of Nonresponse from Plaintiff. Instead, Steven C McCraw has acquiesced to Joe Blessett's terms and is legally responsible for the monetary terms agreed to in the Notice of Acceptances through Tacit-Admissions Doctrine.

Steven C McCraw is charged in his unofficial capacity **Exhibit N1** under 42 U.S.C. § 1983, 28 U.S.C. §1357, 18 U.S.C. § § 241, and 242, for inaction, for not stopping the deprivation and infringement of JOSEPH C. BLESSETT's rights under the color of law. Steven C McCraw is in dishonor as per U.C.C. § 3-505 through his tacit knowledge of the financial and legal terms within the legal instruments received from Joe Blessett.

1. Admit or deny that Steven C McCraw received a Notice of Acceptance with return receipt #9590 9402 3652 7335 3554 50 **Exhibit M4** to pay Joe Blessett'?
2. Admit or deny that Steven C McCraw failed to respond on time to the request and was given a second opportunity by Notice of Nonresponse return receipt #9590 9402 4779 8344 5227 **Exhibit M5** to correct any mistakes or provide a remedy?
3. Admit or deny that Steven C McCraw did not respond to any of Plaintiff's requests?

Plaintiff requests the court grant an order as agreed, and Steven C McCraw to pay one hundred thousand dollars (\$100,000.00) per day charge paid to Joseph Blessett for each day after June 9, 2021, receipt of the presentment of Notice of Acceptance.

**Xavier Becerra**

The U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES is the executive agency in charge of the oversight and enforcement of state Title IV-D programs as per 42

U.S.C. §652. As head of this administrative agency, Xavier Becerra allowed the Texas Title IV-D program in its faulty application of 42 U.S.C. 654(12) in this civil action. U.S. Congress intended the Plaintiff as the beneficiary of 42 U.S.C. 654(12) by imposing a binding obligation upon the States. U.S. Congress does not provide the Xavier Becerra or the States with the power to create new federal statutes or states laws not explicitly listed in the Act. Basically, they cannot legislate for Congress. Texas has breached the terms of their state plan provided to the U.S. DEPARTMENT HEALTH OF AND HUMAN SERVICES for non-compliance of the program in its faulty and illegitimate application of the program upon JOSEPH C. BLESSETT. JOSEPH C. BLESSETT's U.S. Passport privileges is a U.S. Federal Government privilege protected under 18 U.S.C. § 245(b)(1)(B) and may not be denied under color of law.

Xavier Becerra is charged in his unofficial capacity **Exhibit N3** under 28 U.S.C. §1357, 18 U.S.C. § 242, and 42 U.S.C. § 1983 for negligence that allowed Texas Title IV-D agency's noncompliance to spending clause rules and federal statutes.

1. Admit or deny that Xavier Becerra is in a position to apply Title IV-D spending clause enforcement against the state agencies for non-compliance to Title IV-D?
2. Admit or deny that U.S. Congress intended for the Plaintiff as the beneficiary of 42 U.S.C. 654(12) imposing a binding obligation upon the State?
3. Admit or deny that Xavier Becerra has a required duty to perform under Title IV-D of the Social Security Act?
4. Admit or deny that the U.S. Department of Health and Human Services (Secretary) operates the Office of Child Support Enforcement (OCSE) agency responsible for administering the child support enforcement of Title IV-D program?
5. Admit or deny that under Title IV-D of the Social Security Act of 1975, OCSE is accountable for developing child support policy, oversight, evaluation, and audits of the Texas and Tribal child support programs?
6. Admit or deny that a U.S. Passport is a U.S. Federal Government privilege protected under 18 U.S.C. § 245(b)(1)(B) and may not be denied under color of law?

- 956 7. Admit or deny that Xavier Becerra is required to assure federal statutes listed in  
957 Title IV-D of the Social Security Act are upheld by the contracted state's application  
958 of the program?
- 959 8. Admit or deny the U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
960 never performed a quality control audit of Texas Title IV-D program service abuses  
961 towards the noncustodial parents?
- 962 9. Admit or deny the U.S. DEPARTMENT OF HEALTH, AND HUMAN SERVICES  
963 never performed a financial audit for fraudulent charges or misappropriation of the  
964 reimbursement payments paid to Texas for Title IV-D program administrative  
965 services?
- 966 10. Admit or deny the U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
967 never performed a quality control audit on any state agency Title IV-D program  
968 service abuses towards the noncustodial parents?
- 969 11. Admit or deny the U.S. DEPARTMENT OF HEALTH, AND HUMAN SERVICES  
970 never performed an independent third-party financial audit for fraudulent charges  
971 or misappropriation of the reimbursement payments paid to any state Title IV-D  
972 agencies for Title IV-D program administrative services?

973

974 **Antony Blinken**

975 JOSEPH C. BLESSETT's U.S. Passport privilege is a U.S. Federal Government  
976 privilege protected under 18 U.S.C. § 245(b)(1)(B) and may not be denied under color of  
977 law. Plaintiff informed Antony Blinken in **Exhibit J** that the agency acted under the color  
978 of law and did nothing to prevent it.

979 Antony Blinken is charged in his unofficial capacity **Exhibit N4** under actions 42  
980 U.S.C. § 1983, 28 U.S.C. § 1357, 18 U.S.C. §§ 241, 242, and 245. Additionally, Antony  
981 Blinken is in dishonor as per U.C.C. § 3-505 through his tacit knowledge of the financial  
982 and legal terms within the legal instruments received from Joe Blessett. Plaintiff informed



the U.S. DEPARTMENT OF STATE in **Exhibit J1** and **Exhibit J2** that the agency acted under the color of law and did nothing to stop it.

1. Admit or deny that Antony Blinken received notice to send a copy of the instrument certifying JOSEPH C. BLESSETT's Denial of U.S. passport under federal statute 42 U.S.C. 652(k) Title IV-D of the Social Security Act?
2. Admit or deny that a U.S. Passport is a U.S. Federal Government privilege protected under 18 U.S.C. § 245(b)(1)(B) and may not be denied under color of law?
3. Admit or deny that Antony Blinken did nothing to stop JOSEPH C. BLESSETT's deprivation?
4. Admit or deny that the U.S. Dept. of State is acting under federal statutes listed in Title IV-D of the Social Security Act to deny Plaintiff's request?

### United States

The child support debt collection business, via Title IV-D of the Social Security Act, starts at the top with the United States. The United States has contracted with the States, in the Plaintiff's case, the state of Texas, using Title IV-D of the Social Security Act. Initially, the program was created to offset expenses for Title IV-A, the welfare program, by using Title IV-D thru the State governments to recover monies spent on welfare recipients. However, in 1993 the talks began to implement the provisions of 42 U.S.C. 666. As a result, the Title IV-D program of the Social Security Act was expanded to include child support debt collection into a nationwide program, allowing pursuance across state lines. This includes the gradual expansion of child support debt collection into non-Title IV-A recipients. This was indeed a lucrative business for attorneys on both sides of the marital conflict. The State government and its contractors have now edged out private divorce support agreements, private agreements between unwed parents, and private debt collection agencies. This is in direct violation of the Sherman Act.

Now, to be clear, the states have engaged in the business of child support private debt collection. It has enrollment fees for the mother, it has applied penalties on non-custodial

1011 parents for delinquencies, it has finance charges with interest applied on child support  
1012 delinquent debt, and it has profited from block grants from the United States government,  
1013 earned in 2 ways: first, thru administrative reimbursements and secondly, the incentive  
1014 payment program in place. The Texas state government and other State governments set  
1015 up in a similar way shows itself as a private debt collection business.

1016 By virtue of the United States Title IV-D program of the Social Security Act used  
1017 by the Texas State government in the child support private debt collection, the United  
1018 States is not exempt from the Clearfield Trust Doctrine. Both the United States and the  
1019 Texas State and other state governments, that have descended down to the level of private  
1020 businesses, must be defined and categorized as a business entity themselves.

1021 Both the United States and the Texas State have violated the Sherman Act. Both  
1022 the United States and the Texas State have engaged in private business, specifically the  
1023 child support private debt collection business. It is nothing but a private debt collection  
1024 business.

1025 The United States demonstrates discriminatory treatment in the unequal application  
1026 of commerce for interstate contracted debt, specifically on *child support debtors*. Under  
1027 42 U.S.C. 666, the U.S. government under the Title IV-D of the Social Security Act  
1028 imposes many intrusions of privacy such as: constant surveillance of one's employment  
1029 conditions, constant surveillance of one's location, constant surveillance of one's  
1030 financial institutions and other financial assets, among others. This also includes  
1031 applied penalties on noncustodial parents without providing any equitable benefits or  
1032 evidence of a criminal act. No other debt collection enforcement entity practices debt  
1033 collection in this way.

1035 The United States application of Cooperative-Federalism<sup>46</sup>. and Title IV-D contract  
 1036 as it applies to the Texas Family Code Sec. 158.210 and Sec.232.0022 demonstrates  
 1037 unequal treatment and denies liberties towards the child support debtors as a special group.  
 1038 Child Support debt is nothing but a commercial debt that does not merit special  
 1039 discriminatory treatment to enforce this specific U.S. Congressional Act. The United States  
 1040 is the source of this unequal treatment. The legislation of the Title IV-D of the Social  
 1041 Security Act is repugnant to the U. S. Constitution.

1042 Xavier Becerra, the Secretary of the U.S. Department of Health and Human Services,  
 1043 has failed in his duties to oversee the Texas plan for compliance with the Title IV-D of the  
 1044 Social Security Act. The Plaintiff's case is an example of a State enforcing a Title IV-D  
 1045 contract on a non-willing participant. The Texas State's insistence of enforcement of the  
 1046 Title IV-D program without complying with the safeguards of the program or the Plaintiff's  
 1047 consent is a direct violation of the spending clauses and the U.S. Constitution. However,  
 1048 more significant than this, is the fact, that Becerra is not interested in the real oversight and  
 1049 compliance issues of the States and its contractors, because the United States, which he  
 1050 represents primarily, is the more significant beneficiary of a successful Title IV-D  
 1051 collection program, that circles back to the prime reason of the creation of Title IV-D to

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<sup>46</sup> **Bond v. US, 564 US 211 - Supreme Court 2011** Federalism has more than one dynamic. In allocating powers between the States and National Government, federalism "secures to citizens the liberties that derive from the diffusion of sovereign power," **New York v. United States, 505 U.S. 144, 181, 112 S.Ct. 2408, 120 L.Ed.2d 120.** It enables States to enact positive law in response to the initiative of those who seek a voice in shaping the destiny of their own times, and it protects the liberty of all persons within a State by ensuring that law enacted in excess of delegated governmental power cannot direct or control their actions. See **Gregory v. Ashcroft, 501 U.S. 452, 458, 111 S.Ct. 2395, 115 L.Ed.2d 410.** Federalism's limitations are not therefore a matter of rights belonging only to the States. In a proper case, a litigant may challenge a law as enacted in contravention of federalism, just as injured individuals may challenge actions that transgress, e.g., separation-of-powers limitations, see, e.g., **INS v. Chadha, 462 U.S. 919, 103 S.Ct. 2764, 77 L.Ed.2d 317.** The claim need not depend on the vicarious assertion of a State's constitutional interests, even if those interests are also implicated. Pp. 2363-2366. [https://scholar.google.com/scholar\\_case?case=14974593486511807773&q=10th+amendment&hl=en&as\\_sdt=4,60](https://scholar.google.com/scholar_case?case=14974593486511807773&q=10th+amendment&hl=en&as_sdt=4,60)

offset the expenses of Title IV-A welfare program. The success of Title IV-D, is a success to Title IV-A for the United States.

The United States Congress entrusted an executive agency, the U.S. Department of Health and Human Services, to apply the congressional legislation. Therefore, Xavier Becerra is responsible for protecting the United States interest under Title IV-D of the Social Security Act.

The contracted state agency's application of the Title IV-D of the Social Security Act is under Cooperative-Federalism<sup>47</sup>. There are U.S. Constitutional issues in their application of the U.S. Congressional Act. Contracted state agencies have freely violated the U.S. Constitution in its enforcement of this Congressional Act. The Texas unlawful enforcement of the Title IV-D of Social Security Act against the Plaintiff is evidence of non-compliance with the program's safeguards and non-compliance with the Title IV-D of the Social Security Act. The penalties under the Texas Family Code Sec. 158.210 and Sec.232.0022 *Suspension or Nonrenewal of Motor Vehicle Registration* are not included in the Title IV-D of the Social Security as a tool for child support debt enforcement and collections. U.S. Congress cannot remove individual immunities, personal liberties, and freedoms from the people to enact laws or constitutional amendments to enforce Title IV-D collections. Why can Texas do it? The rot starts with the inadequate federal oversight

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<sup>47</sup> **Bond v. US, 564 US 211 - Supreme Court 2011** Federalism has more than one dynamic. In allocating powers between the States and National Government, federalism "secures to citizens the liberties that derive from the diffusion of sovereign power," **New York v. United States, 505 U.S. 144, 181, 112 S.Ct. 2408, 120 L.Ed.2d 120**. It enables States to enact positive law in response to the initiative of those who seek a voice in shaping the destiny of their own times, and it protects the liberty of all persons within a State by ensuring that law enacted in excess of delegated governmental power cannot direct or control their actions. See **Gregory v. Ashcroft, 501 U.S. 452, 458, 111 S.Ct. 2395, 115 L.Ed.2d 410**. Federalism's limitations are not therefore a matter of rights belonging only to the States. In a proper case, a litigant may challenge a law as enacted in contravention of federalism, just as injured individuals may challenge actions that transgress, e.g., separation-of-powers limitations, see, e.g., **INS v. Chadha, 462 U.S. 919, 103 S.Ct. 2764, 77 L.Ed.2d 317**. The claim need not depend on the vicarious assertion of a State's constitutional interests, even if those interests are also implicated. Pp. 2363-2366. [https://scholar.google.com/scholar\\_case?case=14974593486511807773&q=10th+amendment&hl=en&as\\_sdt=4,60](https://scholar.google.com/scholar_case?case=14974593486511807773&q=10th+amendment&hl=en&as_sdt=4,60)

of the individual state agencies' use of monies for enforcement activities and the real-time application of federal statutes. Without following the promulgated Federal Statutes of Title IV-D of the Social Security Act for proper Procedural Law Process, the Title IV-D contracted agencies are dangerously close to or parallel to the prohibited activities listed in 18 U.S.C. 1962.<sup>48</sup> If the Texas lawmakers, OAG, and its contractors follow the federal statutes, they are acting outside their official capacity as Title IV-D enforcement agents. If the Texas OAG and its contractors follow the Title IV-D federal statutes as contracted agents, they are effectively acting federal agents therefore, they are outside their official capacity as state actors. It is a conflict of separation of powers, where the Texas OAG and its contractors are either federal agents or State actors. The Texas Lawmakers must first follow the U.S. Constitution regardless of the Title IV-D of the Social Security Act federal statutes under the U.S. Supremacy Clause. Child support is not a particular type of debt that allows lawmakers to avoid the supreme law of the land.

Title IV-D program is not a protected entitlement. It cannot be enforced like a protected entitlement. It is a one-sided adhesion contract. Title IV-D program creates a monopoly in Family Law against private support contracts. The program provides inexpensive debt collection and enforcement services for custodial parents.

Conversely, it places an expensive financial burden and hardship on the noncustodial parent for personal legal services to defend against the abuses of this monopoly. The American Bar Association approved<sup>49</sup> the program rules that preserve protections for the

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<sup>48</sup> 18 U.S. Code § 1962 - Prohibited activities (b) It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

<sup>49</sup> The *Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)* (**Pub.L. 104-193**), amended the Act by adding section 466(f), 42 U.S.C. 666(f), which mandated that all States have in effect by January 1, 1998, the *Uniform Interstate Family Support Act (UIFSA)* as approved by the American Bar Association on February 9, 1993, and as in effect on August 22, 1996, including any amendments officially adopted as of such date by the National Conference of Commissioners on Uniform State Laws (NCCUSL). ***Federal Register*** <https://www.federalregister.gov/d/2010-15215>

State Title IV-D agencies and benefits attorneys practicing Family Law on both sides of the conflict. In the writing of the Title IV-D Social Security Act, U.S. Congress provided no protections for the abuses upon the non-custodial parent. Bad State actors are protected by the 11<sup>th</sup> amendment immunity and the unwritten protections of professional courtesies.

The Title IV-D attorney is always representing the custodial parent's interests. By contrast, the Title IV-D attorneys never represent the non-custodial parent's interest. This shows direct evidence of the unequal treatment of services provided for Title IV-D customers. There is a significant discrimination in the attention applied to the program participants, with the custodial parents receiving all the benefits of the Title IV-D program.

Under 42 U.S.C. 658a, the U.S. Department of Health and Human Services makes an incentive payment to each state title IV-D program for debt collection performance. There is no oversight into the state's increased financial dependence on federal grants. Instead, it's a wide-open bounty on child support debtors and the creation of new child support debtors Under 42 U.S.C. 658a. Title IV-D reimbursements, incentive payments, and Title IV-A federal grant is a considerable amount of money at stake, making the loss of these monies a threat to the states. 42 U.S.C. 658a is an inducement without the oversight of state enforcement action, and incentive payments are cash bounties for child support debtors. Just like the old wild west, enforcement by rewards leads to infringements of justice.

U.S. Congress laid out federal statutes to offer some protections for the U.S. Constitution, such as 42 U.S.C. 654(12) protection. However, evidence of this civil action shows that the U.S. Department of Health and Human Services, the agency responsible for oversight of the state agencies, has failed in its duties. Under 42 U.S.C. 654(31)(B)

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**42 U.S.C §666.(f)** Uniform Interstate Family Support Act. In order to satisfy section 654(20)(A) of this title, each State must have in effect the Uniform Interstate Family Support Act, as approved by the American Bar Association on February 9, 1993, including any amendments officially adopted as of September 30, 2008, by the National Conference of Commissioners on Uniform State Laws. **United States Code, 2019 Edition, Title 42 - THE PUBLIC HEALTH AND WELFARE, CHAPTER 7 - SOCIAL SECURITY, SUBCHAPTER IV - GRANTS TO STATES FOR AID AND SERVICES TO NEEDY FAMILIES WITH CHILDREN AND FOR CHILD-WELFARE SERVICES**



certification is used to certify Denial of U.S. Passport 42 U.S.C. 652(k), Xavier Becerra is responsible for receiving the certified documentation against JOSEPH C. BLESSETT. The Department of Health and Human Services is responsible for reporting to the U.S. State Department and the U.S. Department of Treasury to legally enforce the federal statutes of Title IV of the Social Security Act. Defendants Greg Abbott, Ken Paxton, Steven C McCraw, and Antony Blinken listed in this civil action have been asked to provide evidence of JOSEPH C. BLESSETT's informed consent or the order modifying the original judicial order that confirms the debt. Under 42 U.S.C. 654(16), Xavier Becerra Greg Abbott and Ken Paxton should be able to provide the required documents under 42 U.S.C. 654(12). *Supreme Court held the provision that "[n]o State shall . . . deprive any person of life, liberty, or property, without due process of law," U. S. Const., Amdt. 14, § 1, to "guarante[e] more than fair process," Washington v. Glucksberg, 521 U. S. 702, 719 (1997), and to cover a substantive sphere as well, "barring certain government actions regardless of the fairness of the procedures used to implement them," Daniels v. Williams, 474 U. S. 327, 331 (1986)*

Under the Texas IV-D agency's application of the Title IV-D program against JOSEPH C. BLESSETT was enforced by administrative act ignoring the U.S. Constitution restriction on state government. The Title IV-D Congressional Act has inadequate oversight and protection to prevent illegal activity against the people. The state Title IV-D agencies conceal that nothing in the U.S Constitution provides a right to financial support obligation to individuals, independent individuals, or government without a legal contract. The state Title IV-D agency's application of the Title IV-D services is deceptive in their approach to receiving consent from the noncustodial parent. Although the noncustodial parent is not aware they are dealing with an administrative body that needs their consent in many cases, most settings give a judicial courtroom appearance. Therefore, it is a 15 U.S.C. § 1692e false and misleading representation<sup>50</sup> of Title IV-D agencies. Title IV-D

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<sup>50</sup> 15 U.S.C. § 1692e False or misleading representations. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of



1138 contract or agreement provides no benefits to the noncustodial parent. Under U.C.C. or  
 1139 fraud statutes, an agreement is only binding if the benefits are offered or exercised.

1140 The U.S. Congressional debt collection legislation under Title IV-D discriminates  
 1141 against a specific class of debtors without political clout with unequal treatment under  
 1142 public law for interstate contracts and commerce. The Feminist<sup>51</sup> movement and LGBTQ<sup>52</sup>  
 1143 community have considerable political influence. Heterosexual male groups<sup>53</sup> are  
 1144 described as hate groups, or heterosexual male complaints are myths.

1145 The document required under 42 U.S.C. 654(12) serves as evidence of compliance with  
 1146 federal contract terms. The document required under 42 U.S.C. 654(12) serves as evidence  
 1147 of compliance with U.S. Constitution restrictions on government. *Collins v. Harker*  
 1148 *Heights, 503 U. S. 115, 126 (1992)* (noting that the Due Process Clause was intended to

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this section: (1) The false representation or implication that the debt collector is vouched for, bonded by, or affiliated with the United States or any State, including the use of any badge, uniform, or facsimile thereof. (2) The false representation of (A) the character, amount, or legal status of any debt.

<sup>51</sup> **The Wild Woman Project**, <https://thewildwomanproject.com/feminism-resources/>, **Association for Women in Psychology**, [https://www.awpsych.org/feminist\\_resources.php](https://www.awpsych.org/feminist_resources.php), **Feminist Revolution**, <https://feminist-revolution.com/>

<sup>52</sup> **ACLU LEGISLATION AFFECTING LGBT RIGHTS ACROSS THE COUNTRY**, <https://www.aclu.org/legislation-affecting-lgbt-rights-across-country>, **Biden launches 'As You Are,' an LGBTQ family acceptance campaign**, <https://www.nbcnews.com/feature/nbc-out/biden-launches-you-are-lgbtq-family-acceptance-campaign-n898726>

<sup>53</sup> **VICE, This Group of Straight Men Is Swearing Off Women**, <https://www.vice.com/en/article/7bdwyx/inside-the-global-collective-of-straight-male-separatists>, **Wikipedia, The men's rights movement (MRM)**[1] is a branch of the men's movement. The MRM in particular consists of a variety of groups and individuals (men's rights activists or MRAs) who focus on general social issues and specific government services which adversely impact, or in some cases structurally discriminate against, men and boys. Common topics discussed within the men's rights movement include family law (such as child custody, alimony and marital property distribution), reproduction, suicides, domestic violence against men, circumcision, education, conscription, social safety nets, and health policies. The men's rights movement branched off from the men's liberation movement in the early 1970s, with both groups comprising a part of the larger men's movement. Many scholars describe the movement or parts of it as a backlash against feminism.[2] As part of the manosphere, the movement, and sectors of the movement, have been described by scholars and commentators as misogynistic,[3][4][5] hateful,[6][5][7] and, in some cases, as advocating violence against women.[5][8][9] In 2018, the Southern Poverty Law Center categorized some men's rights groups as being part of a hate ideology under the umbrella of male supremacy while stating that others "focused on legitimate grievances".[10][11] [https://en.wikipedia.org/wiki/Men%27s\\_rights\\_movement](https://en.wikipedia.org/wiki/Men%27s_rights_movement) **Is There a Need for a Men's Rights Movement?** <https://www.youtube.com/watch?v=LKLFIsv7ATE>

1149 prevent government officials " "from abusing [their] power, or employing it as an  
 1150 instrument of oppression" " ) (quoting DeShaney v. Winnebago County Dept. of Social  
 1151 Servs., 489 U. S. 189, 196 (1989), in turn quoting Davidson v. Cannon, 474 U. S. 344,  
 1152 348 (1986)) The state Title IV-D agency's failure to follow Title IV-D spending clause  
 1153 requirements of the Act violates due process. U.S. Congress intended for the Plaintiff as  
 1154 the beneficiary of 42 U.S.C. 654(12) imposing a binding obligation upon the State. Instead,  
 1155 the Title IV-D agencies threaten to have the injured party imprisoned for not incriminating  
 1156 themselves by voluntarily disclosing personal information. Title IV-D agency suspended  
 1157 JOSEPH C. BLESSETT's Texas driver's license. Title IV-D agency has threatened to  
 1158 issue a warrant if the injured party did not voluntarily attend a nonjudicial administrative  
 1159 hearing. A biological heterosexual male acknowledgment of paternity is not a Title IV-D  
 1160 contractual obligation for financial support that can be defaulted.

1161 The Title IV-D programs conceal that it is not part of the judicial branch. Secondly,  
 1162 the state Title IV-D agencies present Title IV-D services as mandatory without informing  
 1163 the noncustodial parent of their right to decline the services. Concealing that nothing in  
 1164 the U.S. Congressional Act language addresses the noncustodial parent concerns or  
 1165 protection against illegal state government legal abuses. Instead, the Title IV-D Social  
 1166 Security Act forces the noncustodial parent to reallocate funds for legal protection against  
 1167 unlawful abuses under the color of law. Thirdly, concealing that Title IV-D of the Social  
 1168 Security Act cannot be enforced without informed consent. Concealing that Title IV-D of  
 1169 the Social Security Act is a voluntary federal program requiring informed consent before  
 1170 enforcement of the U.S. Congressional Act. Fourth, concealing that under the U.S  
 1171 Constitution, restrictions on state government and the federal statutes within Title IV-D of  
 1172 the Social Security Act prevents the state Title IV-D agencies from abusing or defaulting  
 1173 noncustodial parents into a contractual<sup>54</sup> financial obligation for refusal to participate in

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<sup>54</sup> Federal Title IV-D contracts with the states falls under the legal doctrine of reverse incorporation. Whereas incorporation applies the Bill of Rights to the states through the Due Process Clause of the Fourteenth Amendment, in reverse incorporation, the Equal Protection Clause of the Fourteenth Amendment has been held to apply to the federal government through

the program. Fifth, they are concealing that the noncustodial parent in divorce proceedings is under no obligation to incorporate Title IV-D services into their private contract. Concealing that state and federal support financial guidelines are just guidelines that may not infringe on private contract rights. Finally, they conceal that state and federal governments are not obligated to provide Title IV services. This civil action presents private, state, and federal actors who knowingly ignored U.S. Constitution restrictions on government and are liable under 42 U.S.C. §§ 1983 and 1985(3)<sup>55</sup>.

These state Title IV-D programs are money-making federal to state and business to business enterprises. Title IV-D of the Social Security Act under Cooperative Federalism has created a monopoly in family law for interstate child support debt collection and enforcement as a government corporation, with satellite franchises under a 5 U.S.C. 101 executive agency. Title IV-D is an interstate and foreign country commercial contract that extends beyond statutory time limits without any benefits and protections for the child support debtor. Without statutory time limits or alternatives to discharge the debt, the federal government creates indentured servants and enslaved people under Title IV-D. Therefore, it conflicts with the 13<sup>th</sup> amendment for servitude absent a criminal act.

Joe Blessett has served Ken Paxton, the acting Texas Attorney General, with **Exhibit P** a copy of a consumer complaint against Texas Attorney General Galveston County Child Support Enforcement Division by a third-party server delivered October 29, 2019, with a complaint about the illegal activity under the color of law. Ken Paxton, the acting Texas

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the Due Process Clause located in the Fifth Amendment For example, in **Bolling v. Sharpe, 347 U.S. 497 (1954)**, which was a companion case to **Brown v. Board of Education**, the schools of the District of Columbia were desegregated even though Washington is a federal enclave. Likewise, in **Adarand Constructors, Inc. v. Peña 515 U.S. 200 (1995)**, an affirmative action program by the federal government was subjected to strict scrutiny based on equal protection.

<sup>55</sup> 42 U.S. Code § 1985(3) Depriving persons of rights or privileges

If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; **Cornell Law School <https://www.law.cornell.edu/uscode/text/42/1985>**

1194 Attorney General, is in a "conflict of interest" scenario. This demonstrates the U.S.  
 1195 Separation of Power issues. It is a restraint on the ability to protect child support debtors  
 1196 their equal 14<sup>th</sup> and 5<sup>th</sup> amendment protections in abuses by the state Title IV-D agency.  
 1197 Ken Paxton, the acting Texas Attorney General, did not answer Joe Blessett's consumer  
 1198 complaint filed with his office.

1199 The application of the Title IV-D Social Security Act ignores biological heterosexual  
 1200 male private rights in domestic issues by imposing a contractual financial obligation<sup>56</sup>  
 1201 under 15 U.S.C. § 1692e deceptive practices. It all comes back to the decision in Roe v  
 1202 Wade, where a woman's body is her choice without penalties for the consequences of  
 1203 recreational sex, and Obergefell v Hodges's homosexual relations in same-sex marriages  
 1204 without government intrusion<sup>57</sup>. These are all private matters protected by the decision  
 1205 made in Roe V. Wade, where the U.S. Supreme Court has found that several Amendments  
 1206 imply these rights:

- 1207 • First Amendment: Provides the freedom to choose any kind of religious belief
- 1208 and keep that choice private.
- 1209 • Third Amendment: Protects the zone of privacy of the home.
- 1210 • Fourth Amendment: Protects the right of privacy against unreasonable searches

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<sup>56</sup> The U.S. Supreme court has stated that Title IV-D is not an entitlement. It is the standard service a simple yardstick for the Secretary must look to the aggregated services provided by the State, not to whether the needs of any particular person have been satisfied. **Blessing V Freestone, 520 U.S. 329 (1997)**

<sup>57</sup> adult, homosexual, individuals "are entitled to respect for their private lives," that the "State cannot demean their existence or control their destiny by making their private sexual conduct a crime," and that "[t]heir right to liberty under the Due Process Clause gives them the full right to engage in their conduct without intervention of the government, **Christian Legal Society v. Walker, 453 F. 3d 853 - Court of Appeals, 7th Circuit 2006**, In *Lawrence*, the Supreme Court plainly held that statutes criminalizing private acts of consensual sodomy between adults are inconsistent with the protections of liberty assured by the Due Process Clause of the Fourteenth Amendment. **MacDonald v. Moose, 710 F. 3d 154 - Court of Appeals, 4th Circuit 2013**, *Roe* recognized the right of a woman to make certain fundamental decisions affecting her destiny and confirmed once more that the protection of liberty under the Due Process Clause has a substantive dimension of fundamental significance in defining the rights of the person. **Lawrence v. Texas, 539 US 558 - Supreme Court 2003**

1211 and seizures by the government.

- 1212 • Fifth Amendment: Provides for the right against self-incrimination, which
- 1213 justifies the protection of private information.
- 1214 • Ninth Amendment: This amendment is interpreted to justify a broad reading of
- 1215 the Bill of Rights to protect your fundamental right to privacy in ways not
- 1216 provided for in the first eight amendments.
- 1217 • Fourteenth Amendment: Prohibits states from making laws that infringe upon the
- 1218 personal autonomy protections provided for in the first thirteen amendments. Prior to
- 1219 the Fourteenth Amendment, a state could make laws that violated freedom of speech,
- 1220 religion, etc.

1221 The Family Courts and public opinion tend to entertain arguments about the custodial  
 1222 parent and children's emotional personal rights, excluding the commerce law rights and the  
 1223 laws prohibiting government infringement<sup>58</sup> on biological heterosexual male private rights.  
 1224 State law or an executive branch agency cannot deny biological heterosexual males private  
 1225 equal rights for the consequences of recreational sex and impose religious morality. It is  
 1226 not law or protected public rights. The biological heterosexual male equal gender rights,  
 1227 religious beliefs, and rights to contract are covered under public law, Title VII of the Civil  
 1228 Rights Act of 1964. The biological heterosexual male commerce clause and contract clause  
 1229 protections prevent forcible government infringement or forced government enforcement  
 1230 of a financial obligation. Biological females have many methods of contraception<sup>59</sup> and

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<sup>58</sup> Federal Title IV-D contracts with the states falls under the legal doctrine of reverse incorporation. Whereas incorporation applies the Bill of Rights to the states through the Due Process Clause of the Fourteenth Amendment, in reverse incorporation, the Equal Protection Clause of the Fourteenth Amendment has been held to apply to the federal government through the Due Process Clause located in the Fifth Amendment. For example, in **Bolling v. Sharpe, 347 U.S. 497 (1954)**, which was a companion case to *Brown v. Board of Education*, the schools of the District of Columbia were desegregated even though Washington is a federal enclave. Likewise, in **Adarand Constructors, Inc. v. Peña 515 U.S. 200 (1995)**, an affirmative action program by the federal government was subjected to strict scrutiny based on equal protection.

<sup>59</sup> Injectable birth control, Progestin-only pills (POPs), Combined oral contraceptives (COCs, "the pill"), Contraceptive patch, Vaginal ring, Female condoms, Contraceptive sponges, Spermicides, Diaphragms, Cervical caps, Copper IUD, Emergency contraceptive pills (ECPs), sterilization implant, Tubal ligation and aborting the fetus. What are the different types of contraception? | NICHD - **Eunice Kennedy Shriver National Institute of Child Health and Human Development (nih.gov)**, <https://www.nichd.nih.gov/health/topics/contraception/conditioninfo/types>, <https://www.cdc.gov/reproductivehealth/contraception/index.htm>.

1231 the right to abort the consequence of recreational sex. Joe Blessett contends that Title IV-  
 1232 D is biased, creating child support debtors and willful neglect of public law restrictions  
 1233 and government infringement on commerce law protections. Title IV-D of the Social  
 1234 Security Act is biased against child support debtors and extends to the dismissal of public  
 1235 law immunities and equal protection among the gender right to abort the consequences of  
 1236 recreational sex. Noncontractual sex is recreational sex. It does not hold the promise of  
 1237 contractual procreational sex. It does not hold the consequences of sex inside the contract  
 1238 of marriage. Therefore, it is absent a contract.

1239 In the application of Title IV-D, the contracted agents and Family Court use the  
 1240 noncustodial parents' sense of decency, religions moral ethic, or moral standard against  
 1241 them as a tool to coerce consent to an adhesion contract in order to enforce compliance to  
 1242 equitable terms. Again, it is not a law or not a separation of church and state.

1243 Biological heterosexual males are not required by law or a protected private right to  
 1244 accept the consequences of recreational sex or Title IV-D obligations. It is gender  
 1245 discrimination if religious morality standards are only applied to straight males for the  
 1246 consequences of recreational sex. Unwed mothers with illegitimate children have no right  
 1247 to the father's income without a contract.<sup>60</sup> Personal religious morality is not a legal

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<sup>60</sup> See Wehunt v Ledbetter, mothers of children with absent fathers brought suit under § 1983 against the Georgia Department of Health and Human Services for its failure to establish the paternity of their children and secure child support on their behalf; The Eleventh Circuit held that "Title IV-D does not create enforceable rights on behalf of needy families with children because they are not the intended beneficiaries of the statute." The court reasoned that the primary purpose of Title IV-D was to recoup the state's welfare expenditures on behalf of needy families by collecting child support from absent parents. While the AFDC program itself was intended to benefit needy families with children, Title IV-D was designed to benefit the public treasury and taxpayers by reducing the present and future welfare rolls. "The court pointed to the legislative history of Title IV-D."

See Wilder, 496 US at 509-10, quoting Golden State Transit Corp. v Los Angeles, 493 US 103, 106 (1989). Id at 510. The Court in Golden State suggested in dictum that a statute does not create enforceable rights if the benefit to the plaintiffs is merely incidental 493 US at 109. Even if the Court were to adopt such an exception to the enforceable rights analysis, it would not affect the



defense or an entitlement to a financial obligation support order. Personal religious morality is not a legal defense for state and federal actors in performing acts under the color of law in order to enforce Title IV-D administrative support orders without consent or due process. Personal religious beliefs are not a legal defense. Personal religious beliefs are individual protected rights to “worship as you please” without government infringement.

1. Admit or deny the 42U.S.C. 654(3) State agency is not entitled to administrative reimbursements for misrepresented or fraudulent services provided to noncustodial parents?
2. Admit or deny there is no difference between fraudulent Medicare billing for services and fraudulent Title IV-D billing for services in government programs?
3. Admit or deny Title IV-D program is not a U.S. Government protected entitlement for illegitimate children born out of wedlock?
4. Admit or deny the U.S. Constitution does not provide entitlements from the biological father's income and assets to children born out of wedlock?
5. Admit or Deny Title IV-D can only be enforced through informed consent via contractual agreement?

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determination of whether Title IV-D creates enforceable rights on behalf of needy families with children.

**See Blessing, supra, 520 U.S. at 343, 117 S. Ct. at 1361, 17 L. Ed. 2d at 584.** The United States Supreme Court found defendant's action did not assert a violation of a federal right. “The requirement that a State operates its child support program in “substantial compliance” with Title IV-D was not intended to benefit individual children and custodial parents, and therefore it does not constitute a federal right. Far from creating an individual entitlement to services, the standard is simply a yardstick for the Secretary to measure a State's Title IV-D program's systemwide performance. Thus, the Secretary must look to the State's aggregate services, not to whether the needs of any particular person have been satisfied. **Carelli v Howser, the Sixth Circuit Court noted,** “Title IV-D establish an elaborate system for providing mandated services, recapturing funds, meeting performance indicators, and auditing state compliance.” Id at 1565, “the goal of Title IV-D was to lower the cost to the taxpayer immediately as well as to lessen the number of families enrolling in welfare in the future-benefits to society as a whole rather than specific individuals.” Id. at 345, 117 S. Ct. at 1362, 137 L. Ed. 2d at 585. While the Court did “not foreclose the possibility that some provisions of Title IV-D give rise to individual rights,” it emphasized that plaintiffs must be able to “identify with particularity the rights they claimed



- 1264 6. Admit or deny that federal statute, federal codes, and state laws provide no forcible  
1265 legal remedies for the consequences of recreational sex for unwed mothers without  
1266 a valid contract?
- 1267 7. Admit or deny that the noncustodial parent is not given full disclosure they have the  
1268 right to decline the “voluntary” Title IV-D services?
- 1269 8. Admit or deny the failure to disclose the right to decline a Title IV-D contract to the  
1270 noncustodial parent is a misrepresentation of a contract?
- 1271 9. Admit or deny that the Title IV-D programs offer nothing of equitable value to the  
1272 noncustodial parent?
- 1273 10. Admit or deny the Denial of U.S. Passports in 42 U.S.C. 652(k), and 42 U.S.C. §  
1274 666 are extremely affordable debt collection tools the U.S. Government provides to  
1275 the custodial parent at a \$35.00 enrollment service fee?
- 1276 11. Admit or deny the U.S. government Title IV-D program provides the noncustodial  
1277 parents with no benefits and no realistic help or relief to aid in their child support  
1278 debt, as they advertise themselves as a non-biased entity.
- 1279 12. Admit or deny, the Title IV-D program practices unfair, deceptive acts<sup>61</sup> as debt  
1280 collection services, affecting commerce resulting in a financial burden on  
1281 noncustodial parents?
- 1282 13. Admit or deny the Denial of U.S. Passport 42 U.S.C. 652(k) and 42 U.S.C. § 666  
1283 debt collection tools are incredibly affordable debt collection services affecting and  
1284 edging out private debt collection competition?
- 1285 14. Admit or deny Denial of U.S. Passport 42 U.S.C. 652(k), and 42 U.S.C. § 666 are  
1286 incredibly affordable debt collection tools that induce custodial parents to assign  
1287 payable account rights to the state agencies?

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<sup>61</sup> 15 U.S.C. § 45 - Unfair methods of competition unlawful; prevention by Commission, (a) Declaration of unlawfulness; power to prohibit unfair practices; inapplicability to foreign trade (1) Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are hereby declared unlawful.

- 1288 15. Admit or deny 42 U.S.C. 658a is an inducement to discourage<sup>62</sup> state actors from  
 1289 enforcing private child support contracts in favor of Title IV-D child support  
 1290 contracts?
- 1291 16. Admit or deny the state did not submit<sup>63</sup> Texas Family Code Sec. 232.0022 and  
 1292 Texas Family Code Sec. 158.210 as part of the 42 U.S.C. 654 state plan for Title  
 1293 IV-D enforcement?
- 1294 17. Admit or deny Title IV-D of the Social Security Act provisions are indirect  
 1295 discrimination<sup>64</sup> only against child support debtors?
- 1296 18. Admit or deny Texas Family Code Sec. 232.0022 and Texas Family Code Sec.  
 1297 158.210 are additional burdens only on child support debtors?
- 1298 19. Admit or deny that Texas Family Code Sec. 232.0022 and Texas Family Code Sec.  
 1299 158.210 only apply to a specific set of debtors?
- 1300 20. Admit or deny that Texas Family Code Sec. 232.0022 and Texas Family Code Sec.  
 1301 158.210 are discriminatory against a disadvantaged<sup>65</sup> group of debtors?
- 1302 21. Admit or deny the “deadbeat” moniker is implicit bias, established in the H.R.  
 1303 Deadbeat Parents Punishment Act of 1998 signed by Bill Clinton?
- 1304 22. Admit or deny that the state or federal government cannot write or enforce a law  
 1305 that violates the U.S. Constitution to force financial support for the consequences of  
 1306 recreational sex?

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<sup>63</sup> Under State plan requirements 45 CFR Part 302.17 Inclusion of State statutes. The State plan shall provide a copy of State statutes, or regulations promulgated pursuant to such statutes and having the force of law (including citations of such statutes and regulations), that provide procedures to determine the paternity of a child born out of wedlock, to establish the child support obligation of a responsible parent, and to enforce a support obligation, including spousal support if appropriate. Cornell Law School Legal Information Institute  
<https://www.law.cornell.edu/cfr/text/45/302.17>

<sup>64</sup> Indirect Discrimination (1923) Discrimination arising from the application of a provision, criterion, or policy in such a way that a particular definable group is disadvantaged. Black’s Law Dictionary Fifth Edition

<sup>65</sup> Disadvantaged 1. Having been prejudiced by something that hinders or prevents success. 2. Having social problems such as low income or lack of education, both of which make it hard to succeed. Black’s Law Dictionary, Fifth Edition

**City of Galveston**

Texas Local Government Code Title 3 **Sec. 87.012** gives the Municipality or any citizen the power to remove from office a county judge, constable, district clerk, or sheriff for gross ignorance of official duties or unlawful behavior relating to official duties by an officer entrusted with the administration of justice or the execution of the law.

The CITY OF GALVESTON has the responsibility and obligation presented in 45 CFR § 303.107 requirements for cooperative arrangements to enforce Title IV-D. The City of Galveston employees were required to operate under the policies of Title IV-D to follow the contractual agreement requirements to safeguard against infringement of noncustodial parent's rights. Unfortunately, not all the Title IV-D contracted agents or employees in the CITY OF GALVESTON followed the Title IV-D contractual requirement to preserve the Plaintiff's rights. At 2:18 pm on October 22, 1999, Cynthia Brown-Sayko, and Assistant Attorney General of the Child Support Division Texas Bar No. 00793042 entered a "Notice of Change of Payee" from the Galveston County District Clerk's Office, Evelyn Wells Robison, 722 Moody, 4th Floor, Galveston Texas 77550 to file a change of payee to the Office of the Attorney General P.O. Box 13499, Austin Texas 78711. The change of payee is an administrative action without a judicial modification to the primary lender Joe Blessett's original support order or JOSEPH C. BLESSETT's consent. It was done by a City of Galveston representative and an OAG agent in 1999.

Joe Blessett has firsthand knowledge that he did not receive service of notice in 2015. Yet, an associate judge confirmed an Order for Support Arrearage without proof of service under Texas Rules of Civil Procedures before a hearing. The omission of the civil procedural rules before a hearing is a nonjudicial act. Covering up or hiding this fact is a nonjudicial act. Joe Blessett has firsthand knowledge that he did not consent to a change of Payee to the OAG or receive the required notice for hearings to complete Rule 107(h)<sup>66</sup>

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<sup>66</sup> Rule 107 - No default judgment shall be granted in any cause until proof of service as provided by this rule or by Rules 108 or 108a, or as ordered by the court in the event citation is executed by an alternative method under Rule 106, shall have been on file with the clerk of the court ten days, exclusive of the day of filing and the day of judgment.

in the *Texas Rules of Civil Procedures*. The CITY OF GALVESTON must exercise its rights under Federal Rule of Civil Procedure 13 to properly present the evidence, facts, and law relating to the question of constitutionality as per Federal Rule of Civil Procedure 7. Or present the evidence to rebut the presumptions.

Barbara Roberts declined the opportunity to correct an infringement on JOSEPH C. BLESSETT's rights. In one instance, **Exhibit F2** Roberts subjugated Joe Blessett and proceeded to act as his legal counsel without his knowledge or consent to reinstate his petition on May 24, 2017, which she dismissed on May 19, 2017. It is **Conscious behavior**<sup>67</sup>; Roberts is acting as legal counsel to make decisions for JOSEPH C. BLESSETT and places her outside of her official capacity as a judge and a Texas judicial representative. Roberts assumed the duties of a private attorney for JOSEPH C. BLESESTT. She was putting JOSEPH C. BLESSETT at a disadvantage instead of reversing the roles of the petitioner and defendant. The burden of proof should have shifted to **Sinkin Law Firm** as the petitioners to proceed against JOSEPH C. BLESSETT as the defendant. At that moment, Barbara Roberts "overstepped" the role of adjudicating the case as a Judge based on the arguments and presented a petition on behalf of JOSEPH C. BLESSETT on May 24, 2017. On November 27, 2017, Roberts was notified that any averment of the U.S. Constitution removes any presumption of judicial or qualified immunity under the 11<sup>th</sup> amendment and shall be held personally for damages. It shows a clear indication that Roberts had no intentions of following Texas Rules of Civil Procedure for filing a petition and service of notice. Cynthia Brown-Sayko, Evelyn Wells Robison, and Roberts's behavior are examples<sup>68</sup> of routine activity and repeated behavior in the CITY OF GALVESTON Family Law. Joe Blessett is not asking the court to review and

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<sup>67</sup> Action is purposive conduct. It is not simply behavior, but behavior begot by judgments of value, aiming at a definite end and guided by ideas concerning the suitability or unsuitability of definite means... It is conscious behavior. It is choosing. It is volition; it is a display of the will. -Ludwig von Mises

<sup>68</sup> Rule 9(e) Pleading Special Matters, (e) Judgment. In pleading a judgment or decision of a domestic or foreign court, a judicial or quasi-judicial tribunal, or a board or officer, it suffices to plead the judgment or decision without showing jurisdiction to render it.

reject a state court ruling. Instead, Plaintiff asks the court to review the accused's conduct before a state court judgment that the Rooker-Feldman Doctrine does not bar. **See Truong v. Bank of Am., N.A., 717 F.3d 377 , 382-84 (5th Cir. 2013).**

*Under Title IV-D federal code 45 CFR § 303.107 - Requirements for cooperative arrangements. The State must ensure that all cooperative arrangements: (a) Contain a clear description of each party's specific duties, functions, and responsibilities. In addition, the parties involved had or should have had explicit knowledge of Title IV-D statutes and Texas Rules of Civil Procedures.*

Roberts was given notice in **Exhibit E**; Joe Blessett asserts his claim as it is understood that without proof of authority to bypass inalienable rights guaranteed by the U.S. Constitution, Roberts shall be held personally liable for the damages.

Galveston Family Court #2 interchanges between Title IV-D administration and Judicial hearings. Plaintiff has requested from Craig Brown, the mayor of Galveston, for a copy of the City of Galveston contract with the OAG Title IV-D program

1. Admit or deny that the City of Galveston has the power to remove from office for a county judge, constable, district clerk, or sheriff for gross ignorance of official duties or unlawful behavior relating to official duties by an officer entrusted with the administration of justice or the execution of the law?
2. Admit or deny that the City of Galveston court clerk office public records cannot produce material evidence as per Texas Rules of Civil Procedures return of service Rule 107(h)<sup>69</sup> for any notice to JOSEPH C. BLESSETT before a hearing?
3. Admit or deny that a Presiding Judge stated in an order that JOSEPH C. BLESSETT failed to show after being duly notified?

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<sup>69</sup> Rule 107 - No default judgment shall be granted in any cause until proof of service as provided by this rule or by Rules 108 or 108a, or as ordered by the court in the event citation is executed by an alternative method under Rule 106, shall have been on file with the clerk of the court ten days, exclusive of the day of filing and the day of judgment.

- 1379 4. Admit or deny that a Presiding Judge committed perjury in signing a state court  
1380 order, a legal document attesting to a proof of service to JOSEPH C. BLESSETT?
- 1381 5. Admit or deny Barbara E Roberts failed to follow Rule 107(h) before hearing  
1382 against JOSEPH C. BLESSETT's protected Texas homestead exempt property?
- 1383 6. Admit or deny Barbara E Roberts May 24, 2017, reinstatement of JOSEPH C.  
1384 BLESSETT's petition without his consent is outside of her capacity as a judge?
- 1385 7. Admit or deny the CITY OF GALVESTON is in a cooperative arrangement with  
1386 the OAG for child support enforcement?
- 1387 8. Admit or deny there is a minimum constitutional requirement for "due process" to  
1388 take place notice must be sent to notify parties to be present to protect their interests?  
1389

1390 **Sinkin Law Firm**

1391 It is a conclusive presumption dictated by existing legal principles of implicit and  
1392 explicit knowledge that existing Texas homestead exemptions are protected by procedural  
1393 and substantive law. Sinkin Law Firm's authorized agent knew the Plaintiff's property in  
1394 question was exempt from child support liens. Yet, this Defendant used a state court to  
1395 assist their client in breaching a private contract, ignoring state codes and civil procedures.

1396 Sinkin Law Firm operated under modern 21<sup>st</sup> century Jim Crow color of law actions  
1397 against JOSEPH C. BLESSETT to deny and infringe on his 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup>, and 14<sup>th</sup>  
1398 Amendment rights. The 21<sup>st</sup> century Jim Crow illegally relieved JOSEPH C. BLESSETT  
1399 of his Texas Homestead exempt property through seemingly legal maneuvers under the  
1400 color of law. The 1964 Civil rights act was instituted to bring about social equality and  
1401 intermingling and amalgamation of the races in the Southern states. A person need not do  
1402 anything to be victimized in this manner. If a White person simply didn't like the look of  
1403 a Black person, they could lose everything, including their life. Under the 4<sup>th</sup> amendment,  
1404 JOSEPH C. BLESSETT was under no obligation to prove his homestead status. Instead,  
1405 the onerous was placed on Sinkin Law Firm to demonstrate the capacity to show legally  
1406 binding rights to the property. Plaintiff is attacking this Defendant's legal conduct before

1407 a judgment under the color of law to obtain the property and failure to provide credit for a  
1408 thing of value or exchange of something of value in exchange for a thing of value.

1409 Nick Perez, staff attorney for the Galveston Central Appraisal District, responded to the  
1410 legal notice by email supplied in the notice by Joe Blessett. Nick Perez provided an answer  
1411 for Norman B. Franzke of the Galveston Central Appraisal District concerning the  
1412 exemption status of the property JOSEPH C. BLESSETT's property ABST 9 Page 3 Lot  
1413 47 BLK 10 – 2515 Merrimac, League City, TX 77573. The property retained its exemption  
1414 status until the transfer date.

1415 Sinkin Law Firm had no legal standing to place an encumbrance of JOSEPH C.  
1416 BLESSETT's property on May 12, 2017. Stett Jacoby submitted a signed affidavit  
1417 affirming himself as an authorized agent for the Sinkin Law firm. Sinkin Law Firm cannot  
1418 claim they were acting in good faith on May 12, 2017, knowing about JOSEPH C.  
1419 BLESSETT's existing private contracts and the claim of homestead exemption status. The  
1420 subrogation of the Creditors' rights in equity cannot be displaced without a contract or  
1421 judicial instrument. Equity requires a legal promise to correct a defect in equity. This  
1422 defendant failed to follow commerce's equitable laws in placing an encumbrance on the  
1423 property without a negotiable instrument to offset the Plaintiff's equity and ownership on  
1424 May 12, 2017, depriving the Plaintiff of the monetary value in his property. Sinkin Law  
1425 Firm did not file a petition in a state court listing the property located at 2515 Merrimac,  
1426 League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before May 12, 2017, as  
1427 a thing to be transferred to satisfy a monetary debt. The terms of JOSEPH C. BLESSETT's  
1428 July 23, 1999, Final Divorce Decree contract clearly list the arrearage and the penalties.  
1429 Sinkin Law Firm's client did not have a legal instrument for a lien naming the property  
1430 located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing  
1431 before May 12, 2017. Sinkin Law Firm did not act in good faith; Sinkin Law Firm had an  
1432 obligation to follow Texas property codes, U.S. 5<sup>th</sup> Circuit Court precedents, and honor  
1433 U.S. Constitution property rights.



1434 Illegal acts under the color of law include actions within and beyond the bounds or  
 1435 limits of lawful authority, including private actors. Under Texas Property rights for  
 1436 homestead exemption status and substantive law, there must be evidence of contractual  
 1437 obligations with a mortgage company or repair contractor that directly jeopardized  
 1438 JOSEPH C. BLESSETT's property ownership.

1439 Sinkin Law Firm nor Barbara E Roberts cannot deny the Galveston County Court at Law  
 1440 N0.2 order signed on May 24, 2017. The firm was instructed to give notice to JOSEPH C.  
 1441 BLESSETT for a conference scheduled for June 8, 2017. The state exemption protection  
 1442 under state procedural law and substantive law would require full process service of notice  
 1443 with the opportunity to defend a protected property. Roberts knew this, which is why it  
 1444 was written into the orders. Law firms and attorneys should know or should have known  
 1445 under laws of equity, JOSEPH C. BLESSETT's divorce contract and the property's  
 1446 established homestead character are protected from illegal infringement. It is a well-  
 1447 understood expectation that homestead rights are not easily lost once gained. "The only  
 1448 way for property to lose its homestead after it has been dedicated as a homestead is by  
 1449 death, abandonment or alienation." Garrard v. Henderson, 209 S.W.2d 225, 229  
 1450 (Tex.Civ.App.--Dallas 1948, no writ) To interpret state homestead rights, this Court must,  
 1451 of course, look to state law. See In re Moody, 77 B.R. 580, 590 (S.D.Tex.1987), aff'd, 862  
 1452 F.2d 1194 (5th Cir.1989) In Texas, the state constitution and statutes have clearly  
 1453 established homestead exemption rights as a unique enclave to protect an individual's  
 1454 possession and enjoyment in property which is used as his or her home. United States v.  
 1455 Rodgers, 461 U.S. 677, 686, 103 S.Ct. 2132, 2138, 76 L.Ed.2d 236 (1983); In re Claflin,  
 1456 761 F.2d 1088 (5th Cir.1985); see generally McKnight, Homestead: Designation and  
 1457 Extent, 36 Sw.L.J. 121 (1982). The homestead right is not a mere statutory entitlement but  
 1458 a vested property right. Williams v. Williams, 569 S.W.2d 867 (Tex.1978). Once the  
 1459 claimant has established the homestead character of her property, the burden shifts to the  
 1460 creditor to disprove the continued existence of the homestead. See Sullivan v. Barnett,  
 1461 471 S.W.2d 39, 43 (Tex.1971); Lifemark Corp., 655 S.W.2d at 314.8 The defendants  
 1462 attached the property through unlawful activities.

There is no evidence of a state court modification of the Final Divorce Decree contract order or JOSEPH C. BLESSETT's loss of Texas homestead privileges. Instead, there is evidence of skipping the steps required to protect JOSEPH C. BLESSETT's rights against infringement and deprivation of those rights. The Contract Clause provides that no state may pass a *Law impairing the Obligation of Contracts*. *In this context, the law may be a statute, constitutional provision,<sup>70</sup> municipal ordinance,<sup>71</sup> or administrative regulation having the force and operation of a statute.<sup>72</sup>* The Constitution "is the supreme law of the land for the people of the United States, aggregately and in their separate sovereignties. The people have excluded themselves from any direct or immediate agency in making amendments to the U.S. Constitution. They have directed the servants that amendments should be made representatively for the people's benefit. No state or federal law or policy may violate the supreme law of the land for the people of the United States. Sinkin Law Firm's activities in this civil action are evidence of unlawful conduct. Sinkin Law Firm ignored the state laws uniform commerce clause protections for private contracts and deliberately defied the U.S. Constitution. Plaintiff acknowledges that unprotected assets required no notice under summary judgment enforcement. The results explain the deceptive legal maneuvers to acquire the protected asset by declaring the asset unprotected by the Texas homestead exemption without providing sufficient notice to defend it.

Exhibit O4 shows Sinkin Law Firm did not forward the proceeds from the auction of JOSEPH C. BLESSETT's property as child support payments to Texas Child Support State Distribution Unit (SSD) at P.O. Box 659791, San Antonio, Texas 78265-9791 to credit

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<sup>70</sup> Dodge v. Woolsey, 59 U.S. (18 How.) 331 (1856); Ohio & M. R.R. v. McClure, 77 U.S. (10 Wall.) 511 (1871); New Orleans Gas Co. v. Louisiana Light Co., 115 U.S. 650 (1885); Bier v. McGehee, 148 U.S. 137, 140 (1893)

<sup>71</sup> New Orleans Water-Works Co. v. Rivers, 115 U.S. 674 (1885); City of Walla Walla v. Walla Walla Water Co., 172 U.S. 1 (1898); City of Vicksburg v. Waterworks Co., 202 U.S. 453 (1906); Atlantic Coast Line R.R. v. Goldsboro, 232 U.S. 548 (1914); Cuyahoga Power Co. v. City of Akron, 240 U.S. 462 (1916).

<sup>72</sup> A legislative act by an instrumentality of the State exercising delegated authority is of the same force as if made by the legislature and is a law of the State within the meaning of the contract clause of the Constitution. Grand Trunk Ry. v. Indiana R.R. Comm'n, 221 U.S. 400 (1911); Appleby v. Delaney, 271 U.S. 403 (1926)

JOSEPH C. BLESSETT as ordered by Galveston County Court at Law #2 as per the **Exhibit O6** instruction of the summary judgment orders. Therefore, the evidence presented in the OAG Child Support Division Financial Activity report as of June 18, 2020, shows no collection was recorded for (\$65,000.00) sixty-five thousand dollars.

The evidence presented in the purchase receipt shows the completion of the sale is plausible evidence of the attorney's intent to enrich themselves by taking advantage of their client, a single mother's lack of knowledge of the law, and test the Plaintiff's intelligence. Furthermore, the defendant may have been racially motivated because of the Plaintiff's ethnicity. Additionally, bypassing the OAG and SSD allowed Sinkin Law Firm to take immediate control of the property, satisfy their client, and subtract their legal fees without giving JOSEPH C. BLESSETT credit for the full (\$65,000.00) sixty-five thousand dollars.

Sinkin Law Firm's conduct is questionable as an illegal activity by issuing a contradicting affidavit on May 12, 2017, to nonjudicial government bodies in order to prevent JOSEPH C. BLESSETT's conveyance of property before a judicial order. This action demonstrates the possession of JOSEPH C. BLESSETT's property was done through illegal administrative maneuvers. Stett M Jacoby placed a personal property lien on JOSEPH C. BLESSETT's protected property without a judicial order. Additionally, Stett M Jacoby committed 18 U.S.C. § 1623<sup>73</sup> perjury, stating he froze the property pending litigation. Stett M Jacoby submitted an affidavit to U.S. District Court for the Southern District of Texas in *JOE BLESSETT v. BEVERLY ANN GARCIA, 3:18-CV-00137 United States District Court, S.D. Texas, Galveston Division* "**he froze the Plaintiff's property pending a lawsuit that did not exist.**"

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<sup>73</sup> 18 U.S.C. § 1623 - False declarations before the court, (a) Whoever under oath (or in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information, including any book, paper, document, record, recording, or other material, knowing the same to contain any false material declaration, shall be fined under this title or imprisoned not more than five years, or both.

Without a receipt of a legal instrument, the value for the exchange of JOSEPH C. BLESSETT's property, Sinkin Law Firm has committed a white-collar crime and prevented JOSEPH C. BLESSETT's ability to secure credit for the property. Sinkin Law Firm had a fiduciary obligation to JOSEPH C. BLESSETT to present a legal, financial instrument representing the property's value—"valued property for more than \$30,000 thirty thousand dollars under Chapter 32 of the Texas Penal Code." <sup>74</sup> The property secured an alleged debt, and the receipt for the sale is an item of value as a legal instrument exchanged under the laws of equity.

1. Admit or deny that Stett M Jacoby, an acting agent authorized by Sinkin Law Firm Exhibit O2 page 1, submitted an affidavit to the Galveston County Clerk public records?
2. Admit or deny that Sinkin Law Firm did not have pending litigation naming the property located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before or on May 12, 2017?
3. Admit or deny that Sinkin Law Firm acting agent Stett M Jacoby submitted an affidavit to a federal court attesting to pending litigation naming the property located at 2515 Merrimac, League City, Texas ABST 9 Page 3 Lot 47 BLK 10 The Landing before or on May 12, 2017?
4. Admit or deny that Sinkin Law Firm, Sinkin & Barretto, purchased the property located at auction on December 5, 2017, in an auction?
5. Admit or deny Sinkin Law Firm did not forward the proceeds from the auction of JOSEPH C. BLESSETT's property as child support payments to Texas Child

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<sup>74</sup> Chapter 32 of the Texas Penal Code defines offenses relating to fraud. "Misapplication of Fiduciary Property or Property of Financial Institution," as per § 32.45 of the Texas Penal Code, occurs when a person intentionally, knowingly, or recklessly misapplies property he holds as a fiduciary or property of a financial institution in a manner that involves substantial risk of loss to the owner of the property or to a person for whose benefit the property is held. An offense under this section is a felony of the third degree if the value of the property misapplied is \$30,000 or more but less than \$150,000.

Support State Distribution Unit at P.O. Box 659791, San Antonio, Texas 78265-9791 to credit JOSEPH CRAIG BLESSETT as ordered by Galveston County Court at Law #2 as per the instruction of the judgment?

6. Admit or deny the Attorney General of Texas Child Support State Distribution Unit financial report as of June 6, 2020, does not show credit for sixty-five thousand dollars (\$65,000.00) for JOSEPH C. BLESSETT?

7. Admit or deny Sinkin Law Firm did not present JOSEPH C. BLESSETT with an instrument of value, a receipt in exchange for his property?

8. Admit or deny that Plaintiff is an African American, a Black man?

### Summary

The child support debt collection business is done thru Title IV-D of the Social Security Act, written by U.S. Congress. In 1993, the talks began to implement the provisions of 42 U.S.C. 666. The Title IV-D of the Social Security Act was expanded to include child support debt collection into a nationwide program, allowing pursuance across state lines. The Title IV-D program was initially created to offset expenses incurred by the Title IV-A welfare program. From child support debt collection of mothers on the welfare system, this expanded into child support debt collection into non-Title IV-A recipients. The genius creation of this Title IV-D program has the primary benefactor, the United States contracting the State governments to obscure their own liability and be shielded by the 11<sup>th</sup> amendment immunities of the State. Texas and its subcontractors and local government subdivisions perform the private debt collection and enforcement actions on behalf of the United States' Title IV-D of the Social Security Act.

In this civil case, JOSEPH C. BLESSETT charges the United States, using the Clearfield Trust Doctrine, showing that the United States and its contractors for the Title IV-D program of the Social Security Act have engaged in a private debt collection business in child support debt collection. The United States' contractors, starting with Texas State, have engaged in child support private debt collection. It has enrollment fees for the mother, it has applied penalties on non-custodial parents for delinquencies, it has finance charges

1557 with interest applied on child support delinquent debt, and it has profited from block grants  
1558 from the United States government, earned in 2 ways: first, thru administrative  
1559 reimbursements and secondly, the incentive payment program in place. The Texas state  
1560 government and other State governments set up in a similar way shows itself as a private  
1561 debt collection business.

1562 Then, the United States, and its Title IV-D contractors, have violated the  
1563 Sherman Act. Both the United States and the Texas State have engaged in private business,  
1564 specifically the child support private debt collection business. It is nothing but a private  
1565 debt collection business.

1566 Plaintiff charges Xavier Becerra, the Secretary of the U.S. Department of Health  
1567 and Human Services, who has failed in his duties to oversee the Texas plan for compliance  
1568 into the Title IV-D of the Social Security Act. This has allowed a cascade of injuries to  
1569 JOSEPH C. BLESSETT, specifically in this civil case, but not limited to other non-  
1570 custodial parents who belong to the child support debtors group. This civil case enumerates  
1571 specific injuries and charges accordingly the corresponding persons and entities involved  
1572 in causing injuries due to non-compliance to Title IV-D of the Social Security Act.

1573 And this circles back to the fact that Xavier Becerra is not interested in the real  
1574 oversight and compliance issues of the States and its contractors, because the United States,  
1575 which he represents primarily, is the bigger beneficiary of a successful Title IV-D  
1576 collection program, that circles back to the prime reason of the creation of Title IV-D to  
1577 offset the expenses of Title IV-A welfare program. The success of Title IV-D, is a success  
1578 to Title IV-A for the United States.



## Argument

" JOSEPH C. BLESSETT cannot be bound to a contract that he has not made or authorized. Free consent is an indispensable element in making valid contracts." JOSEPH C. BLESSETT may stand upon "his Constitutional Rights" as a private individual. He is entitled to carry on his "private" business in his own way. "His power to contract is unlimited." He owes no duty to the State or his neighbors to divulge his business or to open his doors to an investigation, so far as it may tend to incriminate him. He owes no duty to the State since he receives nothing from there, beyond the protection of his life and property. "His rights" are such as "existed" by the Law of the Land (Common Law) "long antecedent" to the organization of the State," and can only be taken from him by "due process of law," and "under the Constitution." "He owes nothing" to the public so long as he does not trespass upon their rights." Quoting Dred Scott v. Sanford, 60 U.S. 393 (1857) were, the 13<sup>th</sup> and 14<sup>th</sup> Amendments banned slavery without the conviction of a crime. They required the states to provide all people equal protection of the laws after overturning U.S. Supreme Court's earlier ruling.

"Since every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc., can concern itself with anything other than corporate, artificial persons and the contracts between them." Quoting U.S. v Minker, 350 US 179 at 187(1956) As the Real Party of Interest over JOSEPH C. BLESSETT, Joe Blessett's artificial person or any variations of the name has not entered into a Title IV-D financial obligation contract with any of the individual persons, corporate entities, unrepresented parties, and artificial parties referenced or named in this legal instrument.

1608 The U.S. Congress, with the U.S. Supreme Courts' support, intended for the federal  
 1609 lower courts to follow the federal statutes of Title IV-D of the Social Security Act, with  
 1610 the "*Spending Clause of the Title IV programs to protecting the U.S. Government interest.*  
 1611 The "*Commerce Clause*" and "*Contract Clause*" are UNITED STATES CONSTITUTION  
 1612 protections that prevent injuries to JOSEPH C. BLESSETT from the liable contracted  
 1613 agencies in their failure to meet the contractual terms of Title IV of the Social Security Act  
 1614 promulgated federal statutes. <sup>75</sup>The unlawful collection and enforcement by a Texas  
 1615 contracted Title IV-D agency is an infringement on protected inalienable rights under the  
 1616 color of law. JOSEPH C. BLESSETT 's injuries are entitled to a remedy *Quoting Marbury*  
 1617 *v. Madison.* *If the State cannot enact or perform any laws that infringe on civil rights or*  
 1618 *private legal contracts, the law favors JOSEPH C. BLESSETT.* The Defendants enforce  
 1619 invalid debt collection services against Plaintiff. Likewise, the Supreme Court struck down  
 1620 a **New York** law setting maximum hours for bakery employees on the ground that it  
 1621 violated the right of contract, as protected by the Fourteenth Amendment's Due Process  
 1622 Clause. *Citing - Lochner v. New York, 198 U.S. 45, 25 S.Ct. 539, 49 L.Ed. 937 (1905),*  
 1623 for the enforcement of invalid monetary obligation. Blessett has enforceable rights under  
 1624 the "Contract Clause Article I, section 10, clause1," "Commerce Clause," 5<sup>th</sup> and 14<sup>th</sup>  
 1625 Amendments. Supreme Court has "*held for many years (logically or not) that the 'liberties'*  
 1626 *protected by Substantive Due Process do not include economic liberties.*" *Stop the Beach*  
 1627 *Renourishment, Inc. v. Florida Dep't of Env'tl. Prot., 560 U.S. 702, 721, 130 S.Ct. 2592,*  
 1628 *177 L.Ed.2d 184 (2010) (citing Lincoln Fed. Labor Union v. Northwestern Iron & Metal*  
 1629 *Co., 335 U.S. 525, 536, 69 S.Ct. 251, 93 L.Ed. 212 (1949)); cf. Hettinga v. United States,*  
 1630 *677 F.3d 471, 481-83 (D.C.Cir.2012)* During the Lochner era, the Court considered the

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<sup>75</sup> The Commerce Clause, provision of the U.S. Constitution (Article I, Section 8) serves a two-fold purpose: it is the direct source of the most important powers that the Federal Government exercises in peacetime, and, except for the due process and equal protection clauses of the Fourteenth Amendment, it is the most important limitation imposed by the Constitution on the exercise of state power. Article I, Section 10, Clause 1 of the United States Constitution, known as the Contract Clause, imposes certain prohibitions on the states. The Contract Clause recognizes people's right to form contracts.

right to contract and other economic liberties to be fundamental requirements of due process of law, and the constitution is not intended to embody a particular economic theory. The U.S. Constitution is fundamentally in favor of the people's rights. No one can take unlawful economic liberties to collect a debt or enforce a contract. *Lochner* and the OAG enforced contracts in contradiction to public policy.

Joe Blessett's arguments established prohibited activities of the defendants for forced compliance to contractual terms for a contract that requires laborers or services to benefit another from an Act enacted by the U.S. Congress that violates the U.S. Constitution. It is a simulation of Jim Crow discrimination based on debt under the color of law. The allowance of non-compliance of the Title IV-D federal statutes creates an elite government social class from the U.S. District of Columbia abusing federal legislation in a manner that is repugnant to the U.S. Constitution's judicial adherence. An elite government social class as the Master of Human behavior and consequence of private personal choices that violate the alienable rights of the natural person.

Plaintiff has every expectation of receiving uniform *Commerce Clause* protections for his contract and property. It is a conclusive presumption that Defendant was exercising Title IV-D contract terms. U.S. Congress legislative terms bound the defendants<sup>76</sup> with the U.S. Government, Uniform Commercial Code (UCC), federal statutes, and other public law restrictions. Defendants Greg Abbott, Steven C McCraw, Xavier Becerra, Antony Blinken, Ken Paxton, and the subordinates actively enforced U.S. Congressional Act in this civil action and are liable for their actions. *United States v. Seckinger*<sup>77</sup>

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<sup>76</sup> When interpreting legislation, our role "is to apply the statute as it is written—even if we think some other approach might 'accor[d] with good policy.'" *Burrage v. United States*, 571 U.S. 204, 218 (2014) (alteration in original)(quoting *Comm'r v. Lundy*, 516 U.S. 235, 252 (1996)).

<sup>77</sup> Federal law controls the interpretation of a contract entered pursuant to federal law when the United States is a party. *United States v. Seckinger*, 397 U.S. 203, 209-10, 90 S.Ct. 880, 884-85, 25 L.Ed.2d 224 (1970) (Seckinger) Federal law controls the interpretation of the contract. See *United States v. County of Allegheny*, 322 U. S. 174, 183 (1944);[12] *Clearfield Trust Co. v. United States*, 318 U. S. 363 (1943). This conclusion results from the fact that the contract was entered into pursuant to authority conferred by federal statute and, ultimately, by the Constitution. *United States v. Seckinger*, 397 US 203 - Supreme Court 1970

State actors are restricted to state laws and the authority covered under state sovereignty. The U.S. Constitution's "Separation of Power" and the "Supremacy Clause" places federal programs administered by state actors outside of their state official capacity. *The state actors act under the color of law unless they can provide legal documentation that JOSEPH C. BLESSETT agreed to this arrangement.* A state court judge or the Texas Attorney General cannot be an officer for Texas and simultaneously serve as a federal actor, agent, or administrator. Ken Paxton cannot serve as a federal contract administrator and simultaneously be a State Actor. It is a "conflict of interest" that Ken Paxton- the Texas Attorney General can sue or investigate Ken Paxton- the Texas Office of Attorney General Child Support Enforcement Division (OAG) for abuse in law.

Under 45 CFR § 303.20, the state organizational structure of the IV-D agency provides for administration or supervision of all the functions for which it is responsible under the State plan, with appropriate size and scope of the program in the State and contains established lines for the administrative and supervisory authority.<sup>78</sup> All evidence shows Ken Paxton cannot enforce the Title IV-D program against Plaintiff. See *Richardson v. Dep't of Interior*, 740 F.Supp. 15, 19-20 (D.D.C.1990) (*holding that the Plaintiff could not bring a section 1983 claim against a federal official who arrested the Plaintiff under the federal Assimilative Crimes Act, which provides that D.C. law can be applied on federal property as though it is federal law*); Townsend v. Carmel, 494 F.Supp. 30, 32 (D.D.C.1979) (*same*). Applying a similar analysis, the Second Circuit permitted a section

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<sup>78</sup> 45 CFR § 303.107 - Requirements for cooperative arrangements. The State must ensure that all cooperative arrangements: (a) Contain a clear description of the specific duties, functions and responsibilities of each party; (b) Specify clear and definite standards of performance which meet Federal requirements; (c) Specify that the parties will comply with title IV-D of the Act, implementing Federal regulations and any other applicable Federal regulations and requirements; (d) Specify the financial arrangements including budget estimates, covered expenditures, methods of determining costs, procedures for billing the IV-D agency, and any relevant Federal and State reimbursement requirements and limitations; (e) Specify the kind of records that must be maintained and the appropriate Federal, State and local reporting and safeguarding requirements; and (f) Specify the dates on which the arrangement begins and ends, any conditions for revision or renewal, and the circumstances under which the arrangement may be terminated.

1983 suit to go forward against federal officials who allegedly conspired with state officials to violate the Plaintiff's federal rights. Kletschka v. Driver, 411 F.2d 436, 448-49 (2d Cir.1969); cf. Johnson v. Orr, 780 F.2d 386, 390-93 (3d Cir.1986) (holding that the Plaintiff could sue certain Air National Guard officials under section 1983 since New Jersey's significant control over these officials meant they were state actors); Tongol v. Usery, 601 F.2d 1091, 1097 (9th Cir.1979) (concluding that a section 1983 action was appropriate against state officials administering a federally funded program since these officials were "empowered to act only by virtue of their authority under state law"). JOSEPH C. BLESSETT's injuries are entitled to a remedy Quoting Marbury v. Madison<sup>79</sup> for the defendant administering a federally funded program and the fact that the State or U.S. Congress cannot enact or perform any laws that infringe on civil rights or right to a private legal contract.

Greg Abbott, Ken Paxton, and Xavier Becerra must ensure that all cooperative arrangements 45 CFR § 303.107 clearly describe each party's specific duties, functions, and responsibilities, with clear and definite standards of performance that meet Federal requirements. The parties must comply with Title IV-D of the Act, implementing Federal regulations. The parties must comply with applicable Federal laws and conditions for the financial arrangements, including budget estimates, covered expenditures, methods of determining costs, procedures for billing the IV-D agency, and any appropriate Federal and State reimbursements. 45 CFR § 303.107 establishes liability for failure to follow the federal statutes of Title IV-D of the Social Security Act by 45 CFR § 302.34 contractors.

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<sup>79</sup> Marbury v. Madison (1803) was the first case in which the Supreme Court of the United States invalidated a law passed by Congress. Chief Justice John Marshall's opinion for the Court articulated and defended the theory of judicial review, which holds that courts have the power to strike down legislation that violates the Constitution. Though judges rarely used this power before the U.S. Civil War (1861–65), it increasingly framed an important element of the judiciary's role in interpreting the Constitution. In part because of this, and in part because the facts of the case implicated a political struggle between the nation's leading political figures, many scholars identify Marbury as one of Supreme Court's most important decisions. <https://www.fjc.gov/history/cases/cases-that-shaped-the-federal-courts/marbury-v-madison> (Federal Judicial Center)

The State agency and its contractor exceed their official capacity to exercise the “Taking or Omission” of Joe Blessett’s contract rights as a property protected under the 5<sup>th</sup> amendment without just compensation.<sup>80</sup> Greg Abbott, Ken Paxton, Steven C McCraw, Xavier Becerra, and Antony Blinken provide no compensation for removing or extinguishing his July 23, 1999, Final Divorce Decree to enforce Title IV-D penalties.

All acts outside of legal, contractual obligation, or judicial authority constitute misconduct that disregards fairness and due process requirements. Therefore, neglecting or ignoring Title IV Federal Statutes and the Procedural Law protections before a civil action is respectfully considered nonjudicial litigation-related conduct. Moreover, it is a direct conflict with the separation of powers. Accordingly, the Separations of Power the Legislative, Executive, and Judicial, or any person, or collection of persons, being of one of these departments, shall exercise any power properly attached to either of the others. Accordingly, in this civil action, the Executive Branch has assumed the Judicial Branch's duties to force and enforce the program on JOSEPH C. BLESSETT.

The Federal Government and the State Title IV-D agencies create a monopoly in Family law to force out private domestic relation divorce contracts to favor the more lucrative Title IV federal benefits at the taxpayers’ expense. The people entering support orders under a state judicial branch contract have the right to exclude Title IV-D enforcement from the contract, operating independently of the federal debt collection program. Under Federalism, the government executive agency's deprivation of the people of choices is outlawed under the circumstances outlined in the Sherman Act<sup>81</sup> for monopolies of

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<sup>80</sup> 5<sup>th</sup> Amendment, Types of Takings, Many types of government action infringe on private property rights. Accordingly, the Fifth Amendment's compensation requirement is not limited to government seizures of real property. Instead, it extends to all kinds of tangible and intangible property, including but not limited to easements, personal property, contract rights, and trade secrets. <https://www.law.cornell.edu/wex/takings> (Legal Information Institute)

<sup>81</sup> The Sherman Act outlaws "every contract, combination, or conspiracy in restraint of trade," and any "monopolization, attempted monopolization, or conspiracy or combination to monopolize." Long ago, the Supreme Court decided that the Sherman Act does not prohibit every restraint of



1714 services through a combination of active contractors and attorneys associated with the  
 1715 American Bar Association<sup>82</sup>. It is a symbiotic relationship between the American Bar  
 1716 Association and the Title IV-D agency's enforcement. It is a financial free fall for attorneys  
 1717 handling Family Law cases with children involved.

1718 Title IV-D of the Social Security Act under Cooperative Federalism has created a  
 1719 monopoly in family law for interstate child support debt collection and enforcement as a  
 1720 government corporation, with satellite franchises under a 5 U.S.C. 101 executive agency.  
 1721 As a result, the U.S. Government and its contracted Title IV-D agencies have monopolized  
 1722 domestic relation commercial contracts for child support.

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trade, only those that are unreasonable. For instance, in some sense, an agreement between two individuals to form a partnership restrains trade, but may not do so unreasonably, and thus may be lawful under the antitrust laws. On the other hand, certain acts are considered so harmful to competition that they are almost always illegal. These include plain arrangements among competing individuals or businesses to fix prices, divide markets, or rig bids. These acts are "per se" violations of the Sherman Act; in other words, no defense or justification is allowed. <https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/antitrust-laws> (Federal Trade Commission)

<sup>82</sup> The first Federal child support enforcement legislation was Public Law 81-734, the Social Security Act Amendments of 1950, which added section 402(a)(11) to the Social Security Act (42 USC 602(a)(11)). The legislation required State welfare agencies to notify appropriate law enforcement officials upon providing Aid to Families with Dependent Children (AFDC) to a child who was abandoned or deserted by a parent. Also, that year, the National Conference of Commissioners on Uniform State Laws, and the American Bar Association approved the Uniform Reciprocal Enforcement of Support Act (URESA; subsequent amendments to this act were approved in 1952, 1958, and 1968),

[https://greenbookwaysandmeans.house.gov/sites/greenbook.waysandmeans.house.gov/files/2011/documents/CSE\\_Legislative%20History.pdf](https://greenbookwaysandmeans.house.gov/sites/greenbook.waysandmeans.house.gov/files/2011/documents/CSE_Legislative%20History.pdf) (Chapter8 –Child Support Enforcement), Uniform Interstate Family Support Act.—In order to satisfy (42 U.S.C. § 654(20)(A)), on and after January 1, 1998, each state must have in effect the Uniform Interstate Family Support Act, as approved by the American Bar Association on February 9, 1993, together with any amendments officially adopted before January 1, 1998, by the National Conference of Commissioners on Uniform State Laws.<https://www.uniformlaws.org/HigherLogic/System/DownloadDocumentFile.ashx?DocumentFileKey=e12481bd-ac36-07ba-7d64-7841e9db5e09&forceDialog=0> (UNIFORM INTERSTATE FAMILY SUPPORT ACT)

Joe Blessett has perfected a Prima Facia case by applying an administrative process against the Defendants. Joe Blessett brought a section §1983 action against Defendants who injured him. In *United States v. Bongiorno, 106 F.3d 1027, 1032 (1st Cir. 1997)*, it was held that "state-court-imposed child support orders are functionally equivalent to interstate contracts," rejecting the idea that child support payment obligations are somehow a "different" kind of debt.

Mr. Phillip Gerard Emerson, lead counsel for the OAG, stated in **Exhibit B Civil Case Blessett v. Texas Office of the Attorney General Galveston County Child Support Enforcement Division, 3:17-cv-00164, TXSD, 2018**: *The Texas Attorney General was not a party and did not participate in the mediated settlement or the Agreed Decree of Divorce. The Agreed Decree of Divorce is itself [an]sic adjudication of paternity by the court. See Tx. Fam. Code 160.637 (a) (2). Sec. 160.637. BINDING EFFECT OF DETERMINATION OF PARENTAGE. (a) Except as otherwise provided by Subsection (b) or Section 160.316, a determination of parentage is binding on (2) all parties to an adjudication by a court acting under circumstances that satisfy the jurisdictional requirements of Section 159.201. Sec. 105.006. CONTENTS OF FINAL ORDER. (g) The Title IV-D agency shall promulgate and provide forms for a party to use in reporting to the court and the state case registry under Chapter 234, the information required under this section. Texas Family Code 160.637 (a) (2) does not establish paternity or satisfy due process for the sake of Title IV-D agency without satisfying 42 U.S.C. §666(c) performed by a Title IV-D agent or contractor providing the alternative legal consequences verbally or in writing. Where are these forms? Where is the evidence of informed consent? Where is the evidence of an agreement between JOSEPH C. BLESSETT and the state? A conclusive presumption must be accepted based on the facts presented in applying logical deduction.*

Joe Blessett has the right to enjoy his Final Divorce Decree, a private contract as it is written without government infringement under Article I, Section 10, Clause 1 of the

1750 **United States Constitution.** Joe Blessett has 5<sup>th</sup> amendment rights to his property and 14<sup>th</sup>  
 1751 amendment privileges uninterrupted through Title IV-D federal program enforcement  
 1752 without a valid legal instrument of authority. Joe Blessett has 14<sup>th</sup> amendment rights to  
 1753 "Procedural Law Process" before state actors can infringe and seize property and  
 1754 privileges. Therefore, Joe Blessett has the enumerated right of the 9<sup>th</sup> Amendment to enjoy  
 1755 his Final Divorce Decree. **Anniston Mfg. Co. v. Davis, 301 U.S. 337, 353, 57 S.Ct. 816,**  
 1756 **81 L.Ed. 1143 (1937)** *"Constitutional questions are not to be decided hypothetically. When*  
 1757 *particular facts control the decision, they must be shown."* JOSEPH C. BLESSETT has to  
 1758 consent to the alternative legal consequences of Title IV-D for due process to be served. *It*  
 1759 *is not enough, as Blessing v. Freestone, 520 U.S. 329 (1997), might have suggested, to*  
 1760 *show simply that a plaintiff "falls within the general zone of interest that the statute is*  
 1761 *intended to protect."* *Gonzaga, 536 U.S. at 283. It is now settled that nothing "short of an*  
 1762 *unambiguously conferred right" will support a cause of action under § 1983.* The United  
 1763 States must show that Title IV-D of the Social Security Act was intended to protect and  
 1764 benefit the noncustodial parent for the Act to be valid. So far, Joe Blessett has opposed  
 1765 hypothetical evidence and emotional morality standards that are not facts that should  
 1766 control the decisions of the outcome of this civil action.

1767 The Texas Constitution and U.S. Constitution supremacy clause prohibits acting in one  
 1768 branch and acting on behalf of another branch. *Notwithstanding the limited application of*  
 1769 *federal law in the field of domestic relations generally, see **McCarty v. McCarty, 453 U.***  
 1770 **S. 210, 220 (1981); Hisquierdo v. Hisquierdo, 439 U. S. 572, 581 (1979);** *In re Burrus,*  
 1771 **136 U. S. 586, 593-594 (1890),** *the U.S. Supreme Court, even in this area, has not hesitated*  
 1772 *to protect, under the Supremacy Clause, rights and expectancies established by federal law*  
 1773 *against the operation of state law, or to prevent the frustration and erosion of the*  
 1774 *congressional policy embodied in the federal rights. See **McCarty v. McCarty, supra;***  
 1775 **Hisquierdo v. Hisquierdo, supra; Free v. Bland, 369 U. S. 663 (1962); Wissner v.**  
 1776 **Wissner, 338 U. S. 655 (1950); McCune v. Essig, 199 U. S. 382 (1905). Cf. Yiatchos v.**  
 1777 **Yiatchos, 376 U. S. 306, 309 (1964).** *While "[s]tate family and family-property law must*

do 'major damage' to 'clear and substantial federal interests before the Supremacy Clause will demand that state law be overridden," Hisquierdo, 439 U. S., at 581, with references to United States v. Yazell, 382 U. S. 341, 352 (1966), "[t]he relative importance to the State of its own law is not material when there is a conflict with a valid federal law, for the Framers of our Constitution provided that the federal law must prevail." Free v. Bland, 369 U. S., at 666. See also Gibbons v. Ogden, 9 Wheat. 1, 210-211 (1824). And specifically, a state divorce decree, like other laws governing the economic aspects of domestic relations, must give way to clearly conflicting federal enactments. McCarty v. McCarty, *supra*; Hisquierdo v. Hisquierdo, *supra*. That principle is the necessary consequence of the Supremacy Clause of our National Constitution. This civil action challenges the application of Title IV-D penalties to infringe and deprive the *child support debtors'* rights without consent.

All state actors act under the color of law outside their official capacity to simultaneously act as agents for the federal program and their state duties. See Williams v. US, 396 F. 3d 412 - Court of Appeals, Dist. of Columbia Circuit 2005

Under 45 CFR § 303.20, the state organizational structure of the IV-D agency provides for administration or supervision of all the functions for which it is responsible under the State plan, with appropriate size and scope of the program in the State and contains clearly established lines for the administrative and supervisory authority. Therefore, under the Title IV-D contract terms, there must be a defined line for the program's administrative and supervisory authority. In addition, *article, I, Section 10, Clause 1 of the United States Constitution, known as the Contract Clause, imposes certain prohibitions on the states. These prohibitions are meant to protect individuals from intrusion by state governments. The state government is the intruder charged with the power to enforce public law restrictions on the state government intrusion.*

1803 The state Title IV-D agencies must follow contractual obligations of 42 U.S.C. §  
 1804 654(12) and 42 U.S. Code § 603(a)(5)(C)(iii)(III) *of their contract to escape liability for*  
 1805 *the damages against Blessett. It is not an intrusion on the contractor's rights for damages*  
 1806 *incurred for noncompliance with the federal program contract's federal obligation.*  
 1807 *Quoting Bell v. New Jersey*, The participating states are subject to spending clause  
 1808 penalties and the public law liabilities and remedies for protected private individual rights.  
 1809 *Just as the Supreme Court repeatedly has held that administrative enforcement schemes*  
 1810 *must be presumed to parallel the private § 1983 enforcement remedy rather than "occupy*  
 1811 *the same ground" as the State contends.* *Rosado v. Wyman, 397 U.S. 397, 420, 90 S.Ct.*  
 1812 *1207, 1222, 25 L.Ed.2d 442 (1970)*

1813 Joe Blessett's Final Divorce Decree is a state court judicial order and is an equitable  
 1814 instrument that creates a conclusive presumption. A Texas state court judicial modification  
 1815 is required before enforcing the Title IV-D of the Social Security Act. Joe Blessett's "Final  
 1816 Divorce Decree" *establishes paternity with a private contractual agreement for support*  
 1817 *and with a contract clause under a judicial order.* Thus, the terms under 42 U.S.C. § 654  
 1818 (12) are obligations to JOSEPH C. BLESSETT, and 42 U.S.C. § 654 (13) provide that the  
 1819 State complies with such other requirements and standards as the U.S. Congress wrote  
 1820 necessary for the establishment of an effective program for obtaining support orders  
 1821 without conflicting with the U.S. Constitution. 45 CFR §303.101(c)(2) requires an  
 1822 explanation of the legal consequences of voluntarily acknowledging paternity which must  
 1823 meet and satisfy due process requirements.

1824 Title IV-D contracted services are nationwide debt collection and enforcement agencies  
 1825 for interstate contracts under "*Cooperative Federalism*," individual Federal-State  
 1826 Compacts. U.S. Congress enacted the **Personal Responsibility and Work Opportunity**  
 1827 **Reconciliation Act of 1996** (PRWORA), **Uniform Interstate Family Support Act**  
 1828 **(UIFSA)**, and **Full Faith and Credit for Child Support Orders Act** (FFCCSOA) as  
 1829 contractual legal instruments to remove foreign territories' sovereignty and jurisdiction

restrictions. However, U.S. Congress cannot remove individual immunities, personal liberties, and freedoms from the people to enact any laws or constitutional amendments. Therefore, the State Title IV-D agencies must follow the contractual obligations of *their Title IV-D contract to escape liability for § 1983 civil damages and spending clause penalties enforced by the federal executive agency and the U.S Constitution supremacy*. Federal statute 42 U.S.C. § 666 pushes beyond the upper limits of legitimacy as valid law that is not repugnant to the U.S Constitution. Without compliance with the spending clauses, it is a direct violation of the U.S Constitution's freedoms, liberties, and immunities.

Under FFCCSOA, PRWORA and UIFSA contractually agreed on terms of the Congressional Acts that become minimum contact for jurisdiction, and 10<sup>th</sup> amendment protection to conduct interstate commercial business to meet the obligations of the United States government Title IV-D contract. **Bell v. New Jersey, 461 U.S. 773, 790-91(1983)** (*"The Requiring States to honor the obligations voluntarily assumed as a condition of federal funding before recognizing their ownership of funds simply does not intrude on their sovereignty. The State chose to participate in the Title I program and, as a condition of receiving the grant, freely gave its assurances that it would abide by the conditions of Title I.... [T]he State failed to fulfill those assurances. It therefore became liable for the funds misused, as the grant specified."*). Without the United States intervention, the states are restricted by personam jurisdiction and sister states' sovereign rights. Therefore, they would only be state child support programs and not federal, failing to meet the obligation of a nationwide United States contract as U.S. Congress intended.

The U.S. Supreme Court has consistently held that federal law governs questions involving the United States' rights arising under nationwide federal programs. Title IV-A and IV-D of The Social Security Act are unquestionably performing business functions within the meaning of the ***Clearfield Trust Law Doctrine and Sherman Act violations***. Since the agencies derive their authority to effectuate loan transactions for 42 U.S.C. § 604 "qualified first-time homebuyer, "postsecondary educational expenses paid "business



capitalization, and under 42 U.S.C § 654 (32) of the Title IV-D provide services for "foreign reciprocating country, a foreign treaty country, or a foreign country" described in 42 U.S.C. § 659a(d) for "International support enforcement" are contractual specific Acts of Congress passed in the exercise of a "constitutional function or power." Under Title IV-A and IV-D, the state rights are derived from a federal contract with the U.S. Government activities that arise from and rely heavily upon federal contract protections from liability, the U.S. Constitution restrictions to protect the people, and Acts of Congress to conduct contracted commercial interstate business. It must be presumed that Congress launched a governmental agency into the commercial world to compete with other forms of support payment businesses. Although the agency is endowed with the authority to 'sue or be sued,' that agency is not less amenable to judicial process than a private enterprise under similar circumstances. This suit clearly shows that the Title IV-D program is not consistent with the statutory or constitutional scheme, with implied restrictions of the general authority necessary to avoid grave interference with a governmental function's performance. Prima facia evidence proves that the United States, OAG, and its contractors are nothing more than a corporation that offers and sells Title IV-D debt collection services to customers. In *Clearfield Trust vs. United States*, 318 U.S. 363, 369 (1943), the U.S. Supreme Court stated that "governments descend to the level a mere private corporation and takes all the character of a mere private citizen where private commercial paper, notes & securities are concerned, for purposes of the suit such corporations and individuals are regarded as an entity entirely separate from the government. Prima facia evidence proves active collaboration<sup>83</sup> between Congress and Texas under 31 U.S.C. §6305(1) ex contractu for profit by fraudulently inducing the noncustodial parent to accept an adhesion contract to perform or suffer the purposely concealed legal consequences. Title IV-D is an incredibly affordable debt collection tool.

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<sup>83</sup> Collusion: an agreement between two or more "persons" to defraud a person of his rights by the forms of law, or to obtain an object forbidden by law. **Black's Law Rev. 4th Ed. Pg. 331.**

1882 The Contract Clause established in the U.S. Constitution allows for contracts, like  
 1883 taxes, to be commercial certainties on which the people rely to provide equal parameters  
 1884 for every citizen to follow. Under Cooperative Federalism, all Title IV-D agencies  
 1885 generate income like a private business from a federal government contract receiving  
 1886 money reimbursements for services rendered and financial incentives for performance  
 1887 under 42 U.S.C. § 658a. The agencies operate under contract in the enforcement and  
 1888 collection of private debts. These businesses operate in a capitalist economy like privately  
 1889 owned businesses that offer goods and services in exchange for goods, services, or  
 1890 money.<sup>84</sup> Federal statute 42 U.S.C. § 658a is a coercive financial inducement on the states  
 1891 for collection performance, and the child support debt collection totals determine the  
 1892 performance. Thus, the state agencies are incentivized. Title IV-D Incentives for  
 1893 collection performance are inducements and cash bounties on Child support debtors under  
 1894 administrative law affecting collection enforcement. U.S. Congress intended to induce the  
 1895 State collection agencies to increase performance without considering violations of  
 1896 constitutional prohibitions without oversight. Joe Blessett charges Title IV-D's "Incentive  
 1897 performance requirements to incentivize" as deceptive, aggressive, coercive, and predatory  
 1898 violations through Title IV-D's funding conditions. Title IV-D's incentive for performance  
 1899 as a condition to receive federal grants is illegitimate, unrelated, and counterproductive to

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<sup>84</sup> First, the Court has required that the federal government make its conditions clear at the time the states accept the grants. Arlington Central School District v. Murphy (2006) Second, the Court said that a condition might be unconstitutional if it was too loosely related to the purpose of the grant to which it was attached. But a grant's purpose can typically be described broadly enough to ensure that the relatedness doctrine imposes few meaningful limitations. In South Dakota v. Dole, for example, the Court upheld a law conditioning receipt of federal highway funds on states' raising their drinking ages to 21, because both the funding and the condition promoted "safe interstate travel." Third, the Court indicated that Congress's "financial inducement" might sometimes be unconstitutionally "coercive." But the Court never actually ruled that a condition coerced the states until its 2012 decision addressing the Affordable Care Act (ACA), NFIB v. Sebelius. One provision of the ACA required states that participated in Medicaid to expand their Medicaid programs to all adults with incomes up to 133 percent of the federal poverty level. In a ruling endorsed by seven of nine justices, the Court held that the threatened loss of all Medicaid funds to states that refused to expand their programs rendered the offer unconstitutionally coercive. Chief Justice Roberts's pivotal opinion pointed to the extremely large amount of money was at stake, making the threat a "gun to the head" of states.

1900 the national interest. Incentives for collection performance do not reduce payments made  
 1901 to support the Title IV-A or IV-D programs.

1902 The federal statute, 42 U.S.C. § 654(12), assures the "Procedural Law Process to protect  
 1903 child support debtor's 5<sup>th</sup> and 14<sup>th</sup> amendment rights. The Supreme Court set forth three  
 1904 factors to assess whether a statute provides enforceable rights that may be pursued through  
 1905 §1983:

1906 *(1) U.S. Congress intended the Plaintiff as the beneficiary of the statute, (2) the statute*  
 1907 *imposes a binding obligation on the State, and (3) is the asserted a right not so "vague and*  
 1908 *amorphous" its enforcement would strain judicial competence. Quoting Blessing v*  
 1909 *Freestone 520 US 329 - Supreme Court 1997* U.S. Congress legislative requirements for  
 1910 Procedural Due Process in enforcing Title IV-D of the Social Security Act is an  
 1911 unquestionable duty under the U.S. Constitution. Therefore, there is no reason for not  
 1912 having the instruments the Plaintiff requested or documentation under 42 U.S.C. § 654(12).

1913 The contracted agency agreed to the terms of the contract and the liabilities for failure  
 1914 to meet the contract's federal provisions for private § 1983 enforcement remedy *Id. Rosado*  
 1915 *v. Wyman.*

1916 The First Amendment's language ("congress shall make no law") explicitly prohibits  
 1917 the government from infringing on liberties natural rights inherent to each person. Civil  
 1918 liberties operate as restraints on how the government can treat the people. The material  
 1919 evidence and facts presented shift the burden of proof on the Defendants to refute Joe  
 1920 Blessett's charges in the application of the federal statutes for the Title IV-D of the Social  
 1921 Security Act. The defendants have been unable to deliver legal instruments or documents  
 1922 (contract) of authority, and there has been no rebutting evidence; therefore, Joe Blessett's  
 1923 unanswered charges are evidence of Joe Blessett's injuries.

In the 1997 Balanced Budget Act P.L. 105-33, Congress required Texas to implement procedures compelling the use of SSN pursuant to the Federal Child Support Enforcement Program Sec. 8 pg. 15, the SSN is the “key” piece of information around the child support information system. Computer searches “need” the SSN to operate effectively.

- 45 CFR 302.70(a)(5)(iii)(D) **requires** that voluntary acknowledgment forms include lines for parents' social security numbers.
- Social Security Act 42 U.S.C. §666(a)(13), you are **required** to disclose Social Security numbers to the child support agency for the purposes of establishing paternity and establishing, modifying, and enforcing support obligations and other child support enforcement activities.
- PRWORA, P.L. 104-193 of 1996; Each party is **required** to provide their social security number in accordance with Title IV-D program for child support enforcement.
- Require: to direct, order, demand instruct, command, claim, “compel” request, need, exact. Black’s Law Rev. 4th Ed. Pg. 1469.

The word “key” means an indefinite description of “property” made certain. **Black’s Law Rev. 4th Ed. Pg. 1008.** Referencing 20 CFR §422.103(d) that social security cards names and account numbers are the “property” of the SSA, and you “must” return it upon request. Therefore, the requirement of an SSN by the Texas agency is a felony pursuant to 42 U.S.C. §408 Penalties(a)(8) In general; whoever compels the disclosure of the social security number of any person in violation of the laws of the United States; or conspires to commit an offense and shall be guilty of a felony.

U.S. Congress knew they could not force people into a contract without knowledgeable consent. The state agencies knew no sane person would consent to the terms of the Title IV-D program. Therefore, the agencies deceptively omit the harsh penalties, provide no documentation, never inform the noncustodial parent that they may decline the program services or make them aware that the agencies operate under the executive branch. Most Title IV-D hearings are held in courtrooms, with judges serving as Title IV-D administrators. It is a very deceptively presenting a judicial setting what is really an administrative hearing.

U.S. Congress Title IV's incentive conditions on funding are impermissibly coercive, an effect of the Title IV conditions "solely from the standpoint of the incentive payments for performance." "Incident to this power, *Congress may attach conditions on the receipt of federal funds and has repeatedly employed the power 'to further broad policy objectives by conditioning receipt of federal moneys upon compliance by the recipient with federal statutory and administrative directives.'*" *South Dakota v. Dole*, 483 U.S. 203, 206 (1987) (quoting *Fullilove v. Klutznick*, 448 U.S. 448, 474 (1980) (opinion of Burger, C.J.)); see *New York v. United States*, 505 U.S. 144, 167 (1992). Congress may not induce the States to violate constitutional rights as a condition of its spending clause. An incentive payment system for administrative law performance is a "bounty" on a "specific class of debtors" enacted by Congress. The harsh penalties are without comparison to any other debtors in the United States. U.S. Congress helped incentivize discriminatory behavior toward a specific class of debtors. U.S. Congress created specific penalties and rewards against a particular class with inducements to encourage administrative law enforcement without U.S. Constitutional protections under Title IV-D contracts. *The powers of the legislature are defined and limited; and that those limits may not be mistaken, or forgotten, the constitution is written.*" *Marbury v. Madison*, 1 Cranch 137, 176, 2 L.Ed. 60 (1803). *Congress's power to legislate can never extend so far as to disavow restraints on federal power carefully constructed in the U.S. Constitution.*

In 1998, U.S. Congress enacted the ***Child Support Performance and Incentive Act*, Pub. L. No. 105-200, 112 Stat. 645.** It is responsible for inducing discriminatory behavior toward individuals with child support debt as if it were some special kind of debt that deserves unequal treatment. Moreover, under 45 CFR § 305.40, penalty performance levels and 45 CFR § 305.61 penalties for failure to meet Title IV requirements are designed by nature to coerce or increase predatory enrollment and creative collection. This civil action shows the Court what can happen through performance inducements, a policy of negligence or incompetence, or corruption. Still, the fact shows noncompliance with the safeguards of the federal contract.

1982 The U.S. Supreme Court *"have suggested (without significant elaboration) that*  
 1983 *conditions on federal grants might be illegitimate if they are unrelated 'to the federal*  
 1984 *interest in particular national projects or programs.'"* **South Dakota v. Dole, 483 U.S. 203,**  
 1985 **206 (1987)** The State is not selling a service or product that benefits the individual child  
 1986 support debtor. Administrative performances incentives promote corruption as it induces  
 1987 the States to cut corners to increase revenue.

1988 The time has come to revisit and challenge the constitutionality of 42 U.S.C § 658a of  
 1989 the Title IV-D of the Social Security Act as a repugnant cash bounty on ***Child Support***  
 1990 ***Debtors***. The program's **Spending Clause** enforcement tool 42 U.S.C § 658a incentivizes  
 1991 discrimination against ***Child Support Debtors*** as an implicit bias against "Deadbeat"  
 1992 parents. Equality is offered on the surface and denied by implicit bias of the deadbeat  
 1993 moniker established in the H.R. Deadbeat Parents Punishment Act of 1998 signed by Bill  
 1994 Clinton. The Title IV-D program is not an entitlement program. It requires evidence of  
 1995 modifying a state court order or proof of their consent to the services. 42 U.S.C § 658a of  
 1996 the Title IV-D of the Social Security Act is a cash bounty that singles out ***Child Support***  
 1997 ***Debtors*** as a group for punishment as bills of attainder prohibited under Article I, Sections  
 1998 9 and 10. The Supreme Court has recognized four general limitations: *spending must be*  
 1999 *in pursuit of the general welfare; any attached conditions must be unambiguous;*  
 2000 *conditions must also be related to a federal interest; and the obligations imposed by*  
 2001 *Congress may not violate any independent constitutional provisions.* **See Dole, 483 U.S.**  
 2002 **at 207-08.** The Supreme Court has recognized that Congress intended these linkages  
 2003 between Title IV-D child support programs and the TANF program. **See Sullivan v.**  
 2004 **Stroop, 496 U.S. 478, 484 (1990)** *(concluding Congress intended the two programs to*  
 2005 *"operate together closely to provide uniform levels of support for children of equal need")*

2006 The Secretary of HHS's failure to secure federal provisions of the Title IV-D program  
 2007 and by not upholding the responsibilities given by the U.S. Congress regarding the Title  
 2008 IV-D leads to:



2009 1. Denial of a parallel §1983 civil actions against the U.S. government program agents.  
2010 That allows the 45 CFR 302.34 contractors aggressive behavior towards:

2011 a. To increase performance quotas for federal grant dollars,

2012 b. Promoting municipalities to increase Title IV-D customers to raise revenue to  
2013 increase performance rewards and reimbursement payments for administrative services  
2014 to those customers to subsidize their employee payrolls.

2015 2. They ignore the laws and invent creative taxes that damage and injure the child  
2016 support debtor under the color of law.

2017 The current environment is as follows:

2018 a. Forced Title IV-D unilateral contract without due process, without knowledge of  
2019 penalties, without proof of consent, without benefits or considerations for the *Child*  
2020 *Support Debtors*.

2021 b. there is no tangible contract given.

2022 c. there is no repayment scheme for illegal paternity payments or security bonds on  
2023 the Title IV-D agencies acting as creditors.

2024 d. there is no repayment scheme for overpayments made to the custodial parent  
2025 security bonds on the Title IV-D agencies acting as creditors.

2026 e. there is no easy scheme for arbitration for reporting 45 CFR 304.34 contractors'  
2027 violations or misconduct.

2028 f. the administrative suspension of driving license to deny the liberty to travel  
2029 without due process.

2030 g. state creating taxes to capitalize on the federal statute of Title IV-D the Social  
2031 Security Act.

2032 h. silence or non-activity defaults as consent or enrollment without proof of receipt  
2033 of the notice is an abuse of due process and is illegal.

2034 We cannot ignore the public law restrictions for Title IV-D contractors and the child  
2035 support debtor's protections in discharging the debts. But unfortunately, the Secretary of  
2036 HHS permits a cascade of problems when legal discretion is abused concerning Title IV of  
2037 the Social Security Act.

2038 U.S. Congress did not provide federal provisions in the Title IV-D of the Social Security  
2039 Act to return money to the child support debtors paid for paternity fraud, misdirected  
2040 payments to the wrong party, or child support overpayments. Instead, the Secretary of  
2041 HHS allows theft and abuse when there is inaction in enforcing the Title IV-D Social  
2042 Security Act's spending clause penalties for noncompliance. Without adequate U.S.  
2043 Department of Health and Human Services oversight to protect the federal funds, the  
2044 agency is sanctioning the theft of U.S Government funds. It is no different than Medicare  
2045 or Medicaid Fraud. The U.S. Department of Health of Human Services provides  
2046 opportunities for abuse and promotes illegal activity through failed enforcement of the  
2047 federal provisions. As a result, the U.S. Department of Health and Human Services'  
2048 injurious behavior fails to protect the U.S government's interest.

2049 Federal statute 42 U.S.C § 658a is a clear inducement as a bounty on child support  
2050 debtors and promotes welfare dependency by unwed mothers rewarding their injurious

behavior. Incentivizing state agencies to take creative liberties with heterosexual biological males' birthright and U.S. Constitution rights to abort the consequences of recreational sex in intimate private relations. Liberty gives substantial protection to adult persons in deciding how to conduct their private lives in matters about sex. "[H]istory and tradition are the starting point but not in all cases the ending point of the substantive due process inquiry." County of Sacramento v. Lewis, 523 U. S. 833, 857 (1998) (Kennedy, J., concurring). Lawrence v. Texas, 539 US 558 - Supreme Court 2003 "Our obligation is to define the liberty of all, not to mandate our own moral code." Planned Parenthood of Southeastern Pa. v. Casey, 505 U. S. 833, 850 (1992). The federal government cannot mandate moral codes for adults in private sexual matters.<sup>85</sup>

The responsibility and consequences of recreational sex fall on the biological female rights to prevent or abort the consequences under Roe V Wade independent of the biological heterosexual male. Without a written legal, contractual obligation, the biological heterosexual male has an inalienable right to abort all consequences of recreational sex. Forced *religious morality* must be removed from the legal determination for procreation and private intimate activities. Only the U.S. Constitution's restrictions on government and the law may be applied to ensure equality. Along with established doctrines under Roe v Wade and Obergefell v Hodges to assure Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution for heterosexual biological males in intimate matters. Lawsuits have argued that the *Equal Protection Clause* of the U.S. Constitution or federal laws prohibiting discrimination based on a disfavored group, like the child support debtors and straight males. Obergefell v. Hodges, 576 U.S. 644 (2015), is a landmark civil rights case in the United States Supreme Court. It ruled that same-sex couples' fundamental right to marry

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<sup>85</sup> The petitioners are entitled to respect for their private lives. The State cannot demean their existence or control their destiny by making their private sexual conduct a crime. Their right to liberty under the Due Process Clause gives them the full right to engage in their conduct without intervention of the government. *Lawrence v. Texas, 539 US 558 - Supreme Court 2003.*

is guaranteed by the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. The 5–4 ruling requires all fifty states, the District of Columbia, and the Insular Areas to perform and recognize the marriages of same-sex couples on the same terms and conditions as the marriages of opposite-sex couples, with all the accompanying rights and responsibilities. The U.S. Supreme Court case of *Obergefell v. Hodges* consolidates six lower-court cases, initially standing for sixteen same-sex couples, seven of their children, a widower, an adoption agency, and a funeral director. Those cases came from Michigan, Ohio, Kentucky, and Tennessee. All six federal district court rulings were found for same-sex couples and other claimants. When any state intrudes into the realm of private marital, family, and intimate relations, the state effectively infringes on rights protected explicitly by the U.S. Supreme Court and the U.S. Constitution. *Biological heterosexual males already have the natural biological birthright to abort the consequence of recreational sex. The Judicial system applying religious morality standards only on biological heterosexual males infringes on their privacy rights. It is gender discrimination if religious morality standards are only used on straight males.*

The U.S. Supreme Court favors the individual's due process 14<sup>th</sup> amendment and 1<sup>st</sup> amendment privacy rights. *Roe v Wade* and *Obergefell v Hodges* set up the judicial law doctrine for personal privacy rights that overturned public opinion of conformity and public religious belief for the individual's rights. We can no longer deny equal gender rights to biological heterosexual males. *See Reva B. Siegel, She the People: The Nineteenth Amendment, Sex Equality, Federalism, and the Family, 115 Harv. L. Rev. 947, 949 (2002)* (arguing that, in the constitutional context, "the Supreme Court developed the law of sex discrimination by means of an analogy between sex and race discrimination"). Accordingly, we find that Loving's insight— that policies that distinguish according to protected characteristics cannot be saved by equal application—extends to association based on sex. *See also Loving v. Virginia, 388 U.S. 1, 87 S.Ct. 1817, 18 L.Ed.2d 1010 (1967)*

Biological females have a variety of choices in preventing the creation of children due to recreational sex. Science has devoted considerable time and energy to protecting a women's right to control her body and avoid the consequence of recreational sex. Roe v Wade provides additional legal protection as judicial made law and abortion as the ultimate removal of the consequence of recreational sex. Thus, biological women are allowed to avoid the consequence of a decision that they have total control over. With today's technology, judicial law, and U.S. Constitutional rights, a biological woman's decision to create a child alone is her protected personal decision. It is a biological woman's right to choose and accept all the consequences of recreational sex without infringement on her rights. Scientifically, the biological female is the gatekeeper to the procreation of a child with full knowledge of the consequence of unprotected recreational sex. Her body, her choice. It is a matter of equality between the genders. Although it is equality among the genders, LGBTQ+ and biological females take full advantage of their privacy rights and discard the religious morality that prevents it. Biological heterosexual males are denied this right using religious morality, under the color of law and deceptive practices from state Title IV-D programs

As the Supreme Court has explained, *"if the constitutional conception of 'equal protection of the laws' means anything, it must at the very least mean that a bare congressional desire to harm a politically unpopular group cannot constitute a legitimate governmental interest."* **U.S. Dep't of Agric. v. Moreno, 413 U.S. 528, 534, 93 S.Ct. 2821, 37 L.Ed.2d 782 (1973); see also Bower v. Vill. of Mount Sterling, 44 Fed. Appx. 670, 675-78 (6th Cir.2002)** (*denial of appointment to village police chief in retaliation for plaintiffs' parents' political views states Equal Protection claim*) In Loving, the Commonwealth of Virginia argued that anti-miscegenation statutes did not violate the Equal Protection Clause because such statutes applied equally to white and Black citizens. The Supreme Court disagreed, holding that *"equal application"* could not save the statute because it was based *"upon distinctions drawn according to race."* **Bostic v. Schaefer 760 F.3d 352 (4th Cir. 2014)**. Constitutional cases like Loving *"can provide helpful guidance*

2131 *in statutory context*" for equality. Heterosexual males are not the gatekeepers to  
 2132 procreation or the consequences of biological female behavior.

2133 The "distinctions are drawn according to gender sex" and application of religious, moral  
 2134 standards between the sexes. "The heterosexual male is immune from all government  
 2135 infringement and procedure, absent contract." see, **Dred Scott vs. Sanford, 60 U.S. (19**  
 2136 **How.) 393** or as the Supreme Court has stated clearly, "...every man is independent of all  
 2137 laws, except those prescribed by nature. He is not bound by any institutions formed by his  
 2138 fellowmen without his consent." **In reality, there is a valid difference between**  
 2139 **recreational sex and procreational sex under a marriage contract between**  
 2140 **individuals.**

2141 *Equal Protection Clause's prohibition of sex-based discrimination is "sufficiently*  
 2142 *important government purpose"* gender conformity is protected against sex discrimination  
 2143 in the 21<sup>st</sup> century. **Glenn v. Brumby, No. 10-14833 (11th Cir. 2011)**

2144 The decision for the protected right to privacy without government infringement has  
 2145 been decided by the U.S. Supreme Court Law Doctrine and denied disproportionately by  
 2146 the U.S. judicial system applying religious morality for straight males. Biology gave  
 2147 heterosexual males their birthright to be free of all consequences of recreational sex. The  
 2148 U.S. Congress or any government body may not create legal infringement on natural rights.

2149 The U.S. Constitution restrictions must guide the judicial branch's decision, and the  
 2150 rights granted to free heterosexual males, not under contracts, are evident in the U.S.  
 2151 Constitution. The biological heterosexual male's right to abort the consequences of  
 2152 recreational sex without a contract is a fundamental right protected by both the Due Process  
 2153 Clause and the Equal Protection Clause.



Judeo-Christian morality and personal religious beliefs are protected rights. They were the major obstacles for the LGBTQ+ community and a woman's right to abort a pregnancy, the consequences of recreational sex. *In every equal protection case, we have to ask certain basic questions. What class is harmed by the legislation, and has it been subjected to a "tradition of disfavor" by our laws? What is the public purpose that is being served by the law? What is the characteristic of the disadvantaged class that justifies the disparate treatment? In most cases, the answer to these questions will tell us whether the statute has a "rational basis." The answers will result in the virtually automatic invalidation of racial classifications and in the validation of most economic classifications, but they will provide differing results in cases involving classifications based on alienage, gender, or illegitimacy. Cleburne v. Cleburne Living Center, Inc., 473 US 432 - Supreme Court 1985* The twenty-first century Law Doctrines and legislation have provided a legal path for multi-gender equality beyond male-female classifications. It is time to enforce gender-equal protected rights for biological heterosexual males' sexual consequences in noncontractual intimacy.

It is factual that any law passed by U.S. Congress or State government that goes against the U.S. Constitution is invalid and unenforceable law. It is why the U.S. Supreme Court had to rule in favor of Roe v Wade and Obergefell v Hodges. The truth is that there are not any public laws to prevent biological heterosexual males from exercising their birthrights and U.S. Constitution protection to abort the consequences of recreational sex without a contract.

In closing, we ask the court to accept that the Doctrine of Tacit admissions is firmly entrenched in state and federal criminal prosecutions. This is because courts have assumed

2177 that a reasonable juror could find a person more likely to deny an accusation he knows to  
 2178 be false than one he knows to be true<sup>86</sup>.

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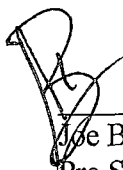
<sup>86</sup> "[I]t is the nature of innocence to be impatient of a charge of guilt and an innocent person will usually spontaneously deny the accusation ... " People v. Nitti, 312 Ill. 73, 94, 143 N.E. 448, 455 (1924) (alternative holding). The idea is captured in the Latin phrase *qui tacet consentire videtur*, "the silence of a party implies his consent" See BLACK, LAW DICTIONARY 1414 (4th ed. 1951). However, the following cliches suggest other reasons for silence: "wise men say nothing in dangerous times," Seldon, Wisdom, in TABLE TALK 194 (Reynolds ed. 1892), quoted in Commonwealth v. Vallone, 347 Pa. 419, 429, 32 A.2d 889, 894 (1943) (Maxey, C.J., dissenting) ; "silence never betrays you," O'Reilly, Rules of the Road, in ROCHE, LIFE OF JOHN BOYLE O'REILLY 532-33 (1891), quoted in State v. Kobylarz, 44 N.J. Super. 250, 257-58, 130 A.2d 80, 84 (App. Div.), cert. denied, 24 N.J. 548, 133 A.2d 395 (1957) ; "silence never shows itself to so great an advantage as when it is made in reply to calumny and defamation," ADDISON, The Tatler No. 133, in 4 WORK'S OF JOSEPH ADDISON 144 (Greene ed. 1880), quoted in State v. Kobylarz, supra at 258, 130 A.2d at 84. Compare the Danish proverb, "The words of a silent man are never brought to court," quoted in MENCKEN, A NEW DICTIONARY OF QUOTATIONS 1098 (1st ed. 1942). Other cliches are quoted in Commonwealth v. Vallone, supra at 429, 32 A.2d at 894 (Maxey, C.J., dissenting). The risks of basing a rule of evidence on a "catchy cliché" have been eloquently criticized. Ibid.

It has been suggested that the question is whether a normal guilty person is less likely to deny an accusation than a normal innocent person. Note, 35 CALIF. L. REV. 128, 130 (1947). But guilty persons may be as likely (or more likely) to deny an injurious statement that is true as one that is false. See State v. Munston, 35 La. Ann. 888 (1883); Note, 35 CALIF. L. REV. 128, 131 (1947). "History is replete with instances of denial of accusations by the guilty." People v. Todaro, 256 Mich. 427, 435, 240 N.W. 90, 93 (1932) (dissenting opinion). The evidence is pertinent only if this particular defendant's failure to deny raises a permissible inference of guilt; ultimately that judgment must be based, however, on a view of the way a normal person reacts. Commonwealth v. Vallone, supra; see Note, 35 CALIF. L. REV. 128, 130 (1947). TACIT CRIMINAL ADMISSIONS  
[https://scholarship.law.upenn.edu/cgi/viewcontent.cgi?article=6481&context=penn\\_law\\_review#:~:text=The%20doctrine%20of%20tacit%20,%20to%20one%20theory%2C%200%20a%20failure%20to](https://scholarship.law.upenn.edu/cgi/viewcontent.cgi?article=6481&context=penn_law_review#:~:text=The%20doctrine%20of%20tacit%20,%20to%20one%20theory%2C%200%20a%20failure%20to)

2179 **CONCLUSION**

2180 Plaintiff prays the courts and jury grant a favorable decision for Joe Blessett, correcting  
2181 the issues and conflicts with the U.S. Constitution and thereby granting the Plaintiff's  
2182 remedies requested under the cause of actions in this Certified Document. Additionally,  
2183 Plaintiff requests that this certified document be used to setoff and eliminate the alleged  
2184 debt against JOSEPH C. BLESSETT.

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Joe Blessett  
Pro Se

2/21/2022  
Date

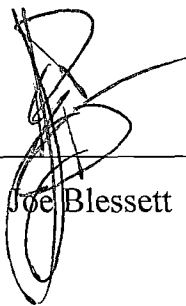
2188 **7970 Fredericksburg Rd. STE. 101-708**  
2189 **San Antonio, Texas 78229**  
2190 **joe@joeblessett.com**  
2191 **Ph.281-667-1174**

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2193  
2194

**Certified Pleading Affidavit**

I, Joe Blessett, have drafted, read, understood, declared, and certified the attached forgoing Amended Complaint and Injunction for Declaratory Judgment filed herein as the truth. Each fact alleged therein is true and correct to the best of my knowledge under penalty of perjury. A copy of the Amended Complaint and Injunction for Declaratory Judgment will be served to the attorneys in compliance with federal and local court rules. Note that a failure to answer on time will result in a default judgment against the defendants served.

**FURTHER, THE AFFIANT SAYIT NAUGHT**

  
\_\_\_\_\_  
Joe Blessett

SWORN TO AND SUBSCRIBED

BEFORE THIS 21 DAY OF February 2022

  
\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: 02/14/2024

