

## Joe Blessett v. Texas Office of the Attorney General No. 21-999. U.S. Supreme Court

Joe Blessett is in the U.S. Supreme Court asking to strike down the immunity of the Texas Title IV-D program, associated with the overreach of its powers

SAN ANTONIO, TEXAS, UNITED STATES, January 27, 2022 /EINPresswire.com/ -- Pro Se Joe Blessett

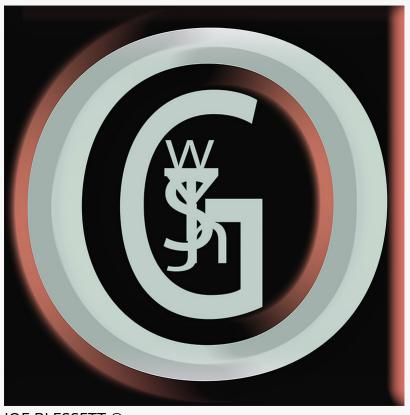
A man cannot be bound to a contract that he has not made or authorized. Free consent is an indispensable element in making valid contracts." "He owes nothing" to the public" *Quoting Dred Scott v. Sanford,* 60 U.S. 393 (1857) is in the U.S. Supreme Court asking to strike down the immunity of the Texas Title IV-D Child Support program, associated with the overreach of its powers and fraud in the collection & enforcement of Child Support. Joe Blessett v. Texas Office of the Attorney General Galveston County Child Support Enforcement Division <u>No. 21-999. U.S.</u> <u>Supreme Court</u> January 13, 2022.

On February 9, 1993, the <u>American Bar Association</u> entered an agreement with Title IV-D Child Support program to approve the federal statutes for this Social Security Act federal program, including enforcement and collection

rules. This resulted in a "win-win" situation for the attorneys on both sides of the parental conflict in family law. Whenever the father hires a lawyer, he is basically working against himself.

The stringent & restrictive all-encompassing powers this gave and allowed the Title IV-D Child Support program of the Social Security Act created a "set-up to fail" on the father or noncustodial parent. From the time the father gets behind on 1 or 2 payments for loss of a job or unplanned life emergencies. The world stops for the pandemic of Covid-19, yet the wheel continues for child support debt, leaving the father behind in payments. The father is not afforded realistic forgiveness of any kind to catch up. This is compounded by certain applied levies, loss of licenses, including jail time. This creates an adversarial environment, where it only benefits the attorneys on both sides of the conflict and the States for their administrative reimbursements. The federal government, while paying the administrative fees out of federal tax dollars, including those contributed by the father himself already, does not benefit from this scenario either. Blessett called this "double-dipping" in a previously submitted documentation. Much less the child in any way by the time the father gets behind. Hence, if the father or non-custodial parent were fully aware of this federal statute applied to their lives, there is no way he would voluntarily sign up for a one-sided adhesion contract. The Title IV-D Child Support program is a one-sided contract. Herein lies the creative genius in the implementation of this program, with deceptive practices, confounding an ordinary Joe, in the differences of his divorce decree, for example, and the sign-up for Title IV-D Child Support program. Nowhere does the father know he has the option to refuse enrollment into a voluntary program.

Another deceptive practice is the ready interchange between administrative and judicial appearances in the Family Law proceedings or hearings. The



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deceptive enrollment practices of the Texas Title IV-D Child Support program does not fully disclose its reach and does not provide any written documentation to show the terms of this contract. This is no less different than fraud practices in the government's Medicare and Medicaid fraud framework, which has since been successfully prosecuted. Hereby lies another massive problem due to the genius of this Title IV-D Child Support program. There is no oversight!

Blessett brings the Clearfield Trust Doctrine in its argument. The Title IV-D Child Support program MUST be treated as a private business entity. It charges fees to the mother or custodial parent to enroll in the program. It reimburses the state and local government for administrative services. Title IV-D, Child Support program, rewards the State governments for the performance of services that increase child support revenue collections and new customers. Bonuses! It is a "bounty" on the father! <u>42 U.S.C. 658a</u> federal statute for performance rewards.

Who is the primary lender? If the father gets behind, he pays interest on the arrearage, which is his own money in the first place. The father is the source of the loan. The primary lender, in this case, the father, should set up the terms of the loan. And he is made to pay interest on his own money that he is loaning himself? This shows the brilliance of this Title IV-D Child Support program, as was written & created, and nothing of benefit to the father.

Blessett asks the U.S. Supreme Court to define the Title IV-D Child Support program as a private business entity since it acts and uses all powers afforded to all private business entities.

Furthermore, Blessett is asking the U.S. Supreme Court to strike down the immunity of the Texas Title IV-D Child Support program in his case since Title IV-D Child Support program should not hide itself and deceptively present itself as a government program when it also conveniently steps into privileges of private business entities. Simply put, the Title IV-D Child Support program is only a third-party debt collection agency.

Blessett asks the U.S. Supreme Court to declare the application of Title IV-D of the Social Security Act unconstitutional. Joe Blessett agrees with the Clearfield Trust Doctrine, and this should be applied to Title IV-D Child Support program, making it a clear definition that "when governments descend to the level of ordinary businesses, it should be treated as a business."

Joe Blessett, in turn, demands the Title IV-D Child Support program present its documentation of enrollment or participation into its program applied to Blessett's case. Otherwise, the Final Divorce Decree contract be honored as the only known and repeatedly presented documentation regarding the child support collection and enforcement in his case.

Joe Blessett has the right to his 5th, 9th, 10th, and 14th amendment rights to enjoy his Final Divorce Decree.

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