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Case No.

IN THE UNITED STATES COURT SUPREME COURT

U.S. BANK NATIONAL ASS'N
NOT IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2018 G-CTT

Appellee

vs

EDWARD MOSES JR

Appellant

To The Honorable Samuel Alito, Associate Justice of the Supreme Court of the
United States and Circuit Justice for the Fifth Circuit

EMERGENCY APPLICATION FOR STAY PENDING APPEAL

/s/Edward Moses Jr

THE ROYAL CROWN, LTD

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Baton Rouge La. 70827

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SUPREME COURT, U.S.

CORPORATE DISCLOSURE

Pursuant to Rule 29.6, Applicant “Emperor Moses,” states that there is no parent or publicly held company owning 10% or more of the corporation’s stock, and that no publicly held company owns any portion of Applicant.

PARTIES TO PROCEEDING

The parties to the proceeding below are:

Applicant, Edward Moses Jr, appearing solely in his official capacity as Emperor of the American Empire, LTD – “Emperor Moses”

Respondents are Mr. John C. Morris and Mr. Allison Sabine Attorneys for US Bank National ASS’N NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2018 G-CTT

RELATED PROCEEDINGS

Louisiana Supreme Court Docket Number 2024-OC-01204 U.S. Bank v. Moses, order entered December 11, 2024

Louisiana First Circuit Court of Appeal Docket Number 2023-CA-1292 U.S. Bank v. Moses, order entered August 20, 2024

DECISIONS BELOW

The Louisiana Supreme Court’s unreported order denying the motion to stay pending appeal is reprinted at App.A. The Louisiana Supreme Court’s decision to deny writ is published and is available at 2024 La. LEXIS 1913, *1, 2024-01204 (La. 12/11/24) (La. December 11, 2024) and reprinted at Appendix (“App.B”). The Louisiana First Circuit’s unreported panel order denying rehearing en banc on behalf

of the Court is reprinted at App.C. The Louisiana First Circuit Court of Appeal’s decision to deny stay and affirm denial of a preliminary injunction is published and is available at 2023 CA 1292, 2023 CW and reprinted at Appendix (“App.D”).

JURISDICTION

This Court has jurisdiction to review the judgment in this case under 28 U.S.C. § 1257(a), which provides that jurisdiction in this Court extends to "[f]inal judgments ... rendered by the highest court of a State in which a decision could be had." *Cox Broadcasting Corp. v. Cohn*, 420 U.S. 469, 95 S.Ct. 1029, 43 L.Ed.2d 328

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TO THE HONORABLE SAMUEL ALITO ASSOCIATE JUSTICE OF THE
SUPREME COURT OF THE UNITED STATES AND
CIRCUIT JUSTICE FOR THE FIFTH CIRCUIT

This emergency stay application presents a recurring question that five members of this Court have identified as warranting review albeit in federal court and not state court: The ramifications of a district court's facial injunction that enjoins state officials from enforcement of state laws within the Atakapa Indian Nation thus preserving Atakapa Tribal Sovereignty. See *Griffin v. HM Fla.-ORL, LLC*, 144 S. Ct. 1, 1–2 (2023).

The state-wide universal injunction here enjoins state officials from enforcing Louisiana's laws within the Atakapa Indians historic tribal lands. The Plaintiff filed suit for foreclosure of tribal immovable property made the basis of this litigation, but the injunction applies to bar suit. Edward Moses Jr sought an emergency stay pending appeal in state court, but the Louisiana Supreme Court and the Louisiana First Circuit Court of Appeal both denied the applications for stay in unreasoned orders. App.A The Louisiana Supreme Court and the Louisiana First Circuit Court of Appeal's unreasoned orders violate controlling precedent concerning the consequences of res judicata effect of final, unappealed judgments on the merits and the limits of equitable remedies. That violation matters because the injunction binds the state officials from executing all Louisiana laws within the Atakapa Indian Nation thereby preserving tribal sovereignty. Neither Court purported to alter or amend in any way the Atakapa Indian trust judgments. *Moore v. Harper*, 143 S.Ct.

2065, 216 L.Ed.2d 729, (2023) This Court should grant a stay of the Louisiana First Circuit Court of Appeal's order affirming denial of preliminary injunction and dissolution of the TRO used to protect Emperor Moses' Authority to act pending appeal. This is warranted for three reasons. First, Edward Moses Jr will likely succeed both as to the scope of the injunction and on the merits because the Atakapa Indians are entitled to equal protection of the laws. Chiefly, this court's decision in "Worcester v Georgia" is controlling wherein this court held Georgia State law unconstitutional on the basis that Indian Tribes, remain "distinct communities occupying their own territory . . . in which the laws of [the State] can have no force, and which the citizens of [that State] have no right to enter, but with the assent of the [Tribe] themselves. *Worcester v. Georgia*, 31 U.S. 515, (1832) Second, the equities decisively favor a stay pending appeal. To this day state officials remain enjoined from enforcing Louisiana's laws within the Atakapa Indian Nation. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) While the appellate order in this case does grant Emperor Moses a trial on the merits the Louisiana state judicial process infringes on the Atakapa Indians' sovereign power. *ibid*

The Nineteenth Judicial District Court's June 29, 2022 order decrees that the foreign trust is governed by the Law of Moses, a jurisdiction other than Louisiana. *ibid* Meanwhile, Plaintiffs suffer no harm at all—let alone irreparable harm—because this case will simply be transferred to the Atakapa Indian Nation for a decision on the merits. Third, this case presents a question as to which there is a "reasonable

probability” this Court will grant review since the Louisiana Supreme Court denied writ. *Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010) (per curiam). Controlling precedent dictates that if courts are to require that others follow regular procedures, courts must do so as well. Ibid In *Labrador v Poe*, five members of this Court already identified this question as ripe for review; *Labrador v. Poe*, 144 S.Ct. 921 (2024) because this case has a better-developed factual record, it would provide a superior vehicle for addressing the questions at issue compared to the ones presently before the Court. It should do so here.

STATEMENT OF THE CASE

I. Courts are required to follow regular procedures

If courts are to require that others follow regular procedures, courts must do so as well. *Hollingsworth v. Perry*, 78 USLW 4044, 175 L.Ed.2d 657, 558 U.S. 183, 130 S.Ct. 705(2010) The district court signed two judgments (1) a judgment denying the request for preliminary and permanent injunctive relief and (2) a judgment sustaining the exceptions of no cause of action, improper cumulation of actions and improper use of summary proceedings. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Louisiana First Circuit Court of Appeal ruled as follows:

We will not consider the assignments of error Moses urges related to the other March 30, 2023 judgment sustaining U.S. Bank's exceptions, which as earlier discussed, is not an appealable judgment. As to that judgment, Moses contends that the district court erred in sustaining U.S. Bank's peremptory exception raising the objection of no cause of action and in denying his emergency motion for

receivership appointment. We are aware that an appellant is entitled to review of adverse interlocutory rulings prejudicial to him in an unrestricted appeal of a final judgment....

U.S. Bank v. Moses, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

For purposes of the exception of no cause of action, the well-pleaded facts in the petition must be accepted as true. *City of New Orleans v. Board of Commissioners of Orleans Levee District*, 93-0690 (La. 7/5/94), 640 So.2d 237, 241; see La. Code Civ. P. Arts. 927 and 931. Furthermore, the facts shown in any documents annexed to the petition must also be accepted as true. *Cardinale v. Stanga*, 2001-1443 (La. App. 1st Cir. 9/27/02), 835 So.2d 576, 578; see also La. Code Civ. P. Art. 853 ("A copy of any written instrument that is an exhibit to a pleading is a part thereof.") *Dodson & Hooks, APLC v. La. Cmty. Dev. Capital Fund, Inc.*, 318 So.3d 939 (La. App. 2020). The First Circuit Court of Appeal is required to follow regular procedure. For the following reasons, the court should have considered Emperor Moses' assignment of error related to the exception of no cause of action.

II. The Final Judgment in this case should be reviewed by this court where Emperor Moses' Sovereign Immunity was specially set up

Under 28 U.S.C. § 1257 (a) Final judgments or decrees rendered by the highest court of a State in which a decision could be had, may be reviewed by the Supreme Court by writ of certiorari where Emperor Moses' sovereign immunity was specially set up and claimed under the 1994 Federally Recognized Indian Tribe List Act. The final judgment for review on appeal in this case only concerns the dissolution of the

TRO protecting Emperor Moses authority to act and the denial of preliminary injunctive relief under Louisiana Code of Civil Procedure 2751. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) This appeal and writ concern an executory proceeding in which Edward Moses Jr filed a reconventional demand under Louisiana Code of Civil Procedure 2751 seeking preliminary and permanent injunctive relief together with damages to arrest the seizure and sale of immovable property made the basis of this litigation. *Ibid* The plaintiff responded by filing exceptions of no cause of action, improper use of summary proceedings and improper cumulation of actions, as to the reconventional demand *ibid*. Emperor Moses alleged that he had transferred the immovable Property to the Atakapa Indian “TRIBE OF ἠψμ†MOSES” (foreign) Express Spendthrift Trust on June 22, 2022, and he asserted that a permanent injunction protects his possession of the Property. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

In support of these allegations Edward Moses Jr attached the June 22, 2022 trust instrument together with its appendix which contained several legal instruments, *supra*, to his memorandum in support of his reconventional demand. *Ibid* Plaintiff in reconvention annexed the following documents to his original and amended reconventional demand (1) the Atakapa Indian “TRIBE OF ἠψμ†MOSES” (foreign) Express Spendthrift Trust [Record Volume 1 pg.45-92, Record Volume.2 pg.346 ln17—21], and (2) a letter from Dean Morris, LLC informing the court that their petition to enforce the security interest was being dismissed. (Civil Evidence

List, Env.2 Evidence-23-0487) "Said documents being annexed to and made part of plaintiff's in reconventions' petition must be regarded as part of the petition for all purposes. LSA-C.C.P. Article 853." *Foster v. Stewart*, 161 So. 2d 334, 337 (La. Ct. App. 1st Cir. 1964) The Louisiana First Circuit Court of Appeal erred when it held that the trust did not need to be made a party to the proceedings under Louisiana Code of Civil Procedure 2701. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

III.A Final Judgment until reversed is binding on every other court

Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. *Elliott v. Peirsol*, 1 Pet. 328, 340, 7 L. Ed. 164, (1828) The Louisiana First Circuit Court of Appeal found that "Emperor Moses" attached to his memorandum an "EX PARTE PETITION and APPLICATION for TRUST INSTRUCTION" that he filed as "trust protector of the Atakapa Indian D'Creole Nation," on December 7, 2020, in docket number 136811 in the Sixteenth Judicial District Court for Iberia Parish, State of Louisiana. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Louisiana First Circuit Court of Appeal found that Edward Moses Jr also attached the order ("the Iberia Parish Trust Order") that the district court signed on December 8, 2020, which decreed in part that the Trust was a foreign trust "governed by the law of Moses, a jurisdiction other than Louisiana" and the Trust instrument was "deemed to be legally executed and shall have the same force

and effect in this state as if executed in the manner prescribed by the laws of this state." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Iberia Parish Trust Order decrees that "as all powers ... have now been lawfully conveyed to the CHRISTIAN EMPEROR D'ORLEANS [Moses] ... any negotiable instruments, legal instruments, ... orders... [or] notes etc ... that [contradict] the authority and rights of the Covenant of One Heaven are automatically null ... from the beginning, having no ... legal validity ..." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

"Additionally, the Iberia Parish Trust Order decrees, that the 'CHRISTIAN EMPEROR D'ORLEANS [Moses], trust protector of the Atakapa Indian "TRIBE OF 𐌸𐌹𐌿𐌸𐌹 MOSES" (foreign) Express Spendthrift Trust ... has full authority to act with full protection against all claims of any person both juridical and natural." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The Louisiana First Circuit Court of Appeal found that "Emperor Moses" attached a "FINAL JUDGMENT" signed on December 8, 2021, in docket number C-713366 in the Nineteenth Judicial District Court for East Baton Rouge Parish which, in pertinent part, made the December 8, 2020, Iberia Parish Trust Order and a Baton Rouge City Court judgement granting a permanent injunction protecting Emperor Moses' possession of Historic Louisiana executory in the [Nineteenth] Judicial District" ("the East Baton Rouge Parish Trust Judgment"). *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ

denied (La. Dec. 11, 2024) The two judgments made executory were executed and enforced immediately as if they had been judgments of the 19th Judicial District Court rendered in an ordinary proceeding.¹

The two judgments unless and until reversed or modified, are an effective and conclusive adjudication. *Rooker v. Fidelity Trust Co*, 44 S.Ct. 149, 68 L.Ed. 362, 263 U.S. 413, (1923) The Louisiana First Circuit Court of Appeal found that “Emperor Moses” attached an order from the Louisiana First Circuit Court of Appeal issued on May 20, 2022, which granted a writ to vacate a January 7, 2022, order issued by the Nineteenth Judicial District Court vacating Final Judgment. See, *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) citing *In re Atakapa Indian de Creole Nation*, 2022-0208 (La.App. 1 Cir. 5/20/22), 2022 WL 1599997 (unpublished writ action). (“An erroneous or irregular judgment binds the parties thereto until corrected in a proper manner. *Moore v. Harper*, 143 S.Ct. 2065, 216 L.Ed.2d 729, (2023)“Once the final judgment acquired the authority of the thing adjudged, no court has jurisdiction, in the sense of power and authority, to modify, revise or reverse the judgment regardless of the magnitude of the error in the final judgment.” *Tolis v. Board of Sup'rs of Louisiana State University*, 660 So.2d 1206 (La. 1995) Finally, The Louisiana First Circuit Court of Appeal found that “Emperor Moses” attached a seventeen-page “AMENDED ORDER” signed by the Nineteenth Judicial District Court on June 29, 2022 (“the East

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

Baton Rouge Parish Amended Trust Judgment") in that matter set forth extensive orders, including enjoining "judges, ... sheriffs, deputy sheriffs, [and] constables ... from executing and/or enforcing the laws of the State or Federal Government ... or serving process, or doing anything towards the execution or enforcement of those laws, within the Atakapa Indian Nation. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) The seventeen-page "AMENDED ORDER" set forth the following decree:

IT IS ORDERED, ADJUDGED and DECREED that precedence shall be and is hereby given to the Crowned Head, in regard to priority of rank between the Emperor of the American Empire majestically referred to as the Christian Emperor D'Orleans Edward Moses Jr and any Republic or Democracy. (Record, Vol 1, p.102¶1)

("The East Baton Rouge Parish Amended Trust Judgment") permits the Atakapa Indian Trust to issue an American Central Bank Digital Currency², a liquid asset used alongside physical notes in minimum denominations of \$250,000.00 together with coins that can be transferred as a means of payment or held as a store of value;³ as well as securities. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Furthermore, ("The East Baton Rouge Parish Amended Trust Judgment") granted 'Emperor Moses' ownership of 'Historic Louisiana' and its natural and civil fruits, buildings, and plantings." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ

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

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

denied (La. Dec. 11, 2024) Title to the Atakapa Indians ancestral lands and its natural and civil fruits, buildings, and plantings is now held in trust jure coronae, supra..." *John Bell, Plaintiff In Error v. Columbus Hearne, Samuel Hearne, and Samuel Dockery*, 60 U.S. 252, 19 How. 252, 15 L.Ed. 614 (1856) In closing, the Louisiana First Circuit Court of Appeal found that "The East Baton Rouge Amended Trust Judgment among other things appointed '[Emperor Moses] as judge ad hoc..." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. *Elliott v. Peirsol*, 7 L. Ed. 1647 L.Ed. 164, 26 U.S. 328, 1 Pet. 328(1928)

WHEREFORE, for the reasons that follow, Emperor Moses respectfully requests that this court grant a stay pending appeal to the United States Supreme Court.

LAW AND ARGUMENT

A stay pending appeal turns on four factors: "(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies.... *Nken v. Holder*, 129 S.Ct. 1749, 173 L.Ed.2d 550, 556 U.S. 418, 77 USLW 4310 (2009) "The first two factors of the traditional standard are the most critical. It is not enough that the chance of success on the merits be "better than negligible...." id "'Ordinarily, when a party seeks [a stay] pending appeal, it is deemed

that exclusion is an irreparable harm” ...” id “Once an applicant satisfies the first two factors, the traditional stay inquiry calls for assessing the harm to the opposing party and weighing the public interest. These factors merge when the Government is the opposing party.” Id

I. Edward Moses Jr will likely prevail on the merits.

Edward Moses Jr successfully made a showing that he will prevail on the merits of this case. 28 U.S.C. § 1257(a) states in part that final judgments and decrees may be reviewed by the Supreme Court by writ of certiorari where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution. *Cox Broadcasting Corp. v. Cohn*, 420 U.S. 469, 95 S.Ct. 1029, 43 L.Ed.2d 328, (1975) identified categories of cases in which a decision of a State's highest court was considered a final judgment for § 1257(a) purposes despite the anticipation of additional lower court proceedings, including “cases ... in which the federal issue, finally decided by the highest court in the State, will survive and require decision regardless of the outcome of future state-court proceedings.” id This case like “Harper I” is such a case. *Moore v. Harper*, 143 S.Ct. 2065, 216 L.Ed.2d 729, (2023) Because subsequent proceedings have neither altered this case’s analysis of the federal issue nor negated the effect of the Atakapa Indians trust judgment enjoining state officials from enforcing state laws within the Atakapa Indians Tribal Lands, that issue both has survived and requires decision by this Court. Ibid Despite raising direct conflicts between the district court’s order and this Court’s precedents—as well as circuit

conflicts on questions of first impression regarding State court's ability to enjoin state officials from enforcing state laws within an Indian Tribal Nation— Emperor Moses' motion to stay received only a single-sentence rejection by the Louisiana First Circuit Court of Appeal and the Louisiana Supreme Court, respectively. App.B.

Fully analyzing the questions that the Louisiana First Circuit Court of Appeal left unaddressed demonstrates that Emperor Moses is entitled to a stay pending appeal. One can certainly square the scope of the district court's injunction with this Court's precedents. It is in three related and overlapping respects. First, the district court's lawful universal injunction grants the relief necessary to protect Emperor Moses by enjoining Louisiana State Officials from enforcement of state laws within the Atakapa Indians ancestral lands in all circumstances thus preserving the Atakapa Indians Tribal Sovereignty in accordance with *Worcester v Georgia*. Second, the district court's order grants a lawful facial injunction that voids all orders, decrees or judgments not rendered in accordance with the law of the Atakapa Indian **TRIBE OF ᏓᏍᏗᏍᏗ MOSES'**. By doing so, this issue turns to the choice of law doctrine. And third, the district court's injunction is a lawful exercise of tribal jurisdiction over claims and injuries that Plaintiff asserts. Emperor Moses is likely to prevail on this appeal.

1. As a practical matter, Edward Moses Jr is entitled to a recusal hearing.

Louisiana Code of Civil Procedure article 157. A. Recusal of supreme court justice(s) states that a party desiring to recuse a justice of the supreme court shall

file a written motion therefor assigning the ground for recusal under Louisiana Code of Civil Procedure article 151. When a written motion is filed to recuse a justice of the supreme court, the justice may recuse himself or the motion shall be heard by the other justices of the court. Here, as in other contexts, the use of the word 'shall' 'creates an obligation impervious to judicial discretion...." *Smith v. Spizzirri*, 22-1218 (2024) Emperor Moses filed a motion to recuse. The named justices neither recused themselves nor did they grant Edward Moses Jr a hearing. They simply denied the writ application without addressing the motion to recuse. In accordance with *Hollingsworth v. Perry supra*, if courts are to require that others follow regular procedures, courts must do so as well. This court should grant the emergency stay then remand this matter to the Louisiana Supreme Court for a Recusal Hearing.

2. This court should stay that part of the Appellate Court's judgment that affirmed denial of the preliminary injunction arresting the seizure and sale of immovable property.

A defendant can always raise unconstitutionality as a defense "where a statute is invalid upon its face and an attempt is made to enforce its penalties in violation of constitutional rights." *Smith v. Cahoon*, 283 U. S. 553, 562 (1931) A "long line of precedent" confirms this point. See, e.g., *City of Lakewood v. Plain Dealer Publishing Co.*, 486 U. S. 750, 755–757 (1988) (collecting cases). Under Louisiana Code of Civil Procedure 2751 the defendant in an executory proceeding may arrest the seizure and sale of the property by injunction when the debt secured by the security interest, mortgage or privilege is extinguished, or legally unenforceable, or if the procedure required by law for executory proceedings has not been followed. *U.S. Bank v. Moses*,

2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) In this case, the First Circuit Court of Appeal erred when it held that the trust did not need to be made a party to the proceedings under Louisiana Code of Civil Procedure 2701. That rule which is titled Alienation of property to third person disregarded states that:

A mortgage or privilege evidenced by authentic act importing a confession of judgment, affecting property sold by the original debtor or his legal successor to a third person, may be enforced against the property without reference to any sale or alienation to the third person. The executory proceeding may be brought against the original debtor, his surviving spouse in community, heirs, legatees, or legal representative, as the case may be. The third person who then owns and is in possession of the property need not be made a party to the proceeding.

This Honorable Court's rejection of state procedural restrictions on the invocation of constitutional defenses follows from the fact that constitutional rights are "self-executing prohibitions on governmental action." *City of Boerne v. Flores*, 521 U. S. 507, 524 (1997). A constitutional violation accrues the moment the government undertakes an unconstitutional act. For example, a violation of the Takings Clause occurs "at the time of the taking." *Knick v. Township of Scott*, 588 U. S. 180, 194 (2019). And, the availability of state-law compensation remedies cannot delay or undo the accrual of a takings claim. See *id.*, at 193–194. First, the validity of Louisiana Code of Civil Procedure 2701 is drawn in question on the ground of its being repugnant to the Constitution. Louisiana Code of Civil Procedure La.C.C.P 2701 is preempted by federal law, the Garn-St. Germain Depository Institutions Act of 1982

which authorizes transfer of immovable property to an inter vivos trust. Next, the Final Judgments which specially set up the Atakapa Indians' sovereign immunity until reversed are binding on every other court. Edward Moses Jr alleged that he had transferred the Property made the basis of this suit to the Atakapa Indian "TRIBE OF ἠψμ†MOSES" (foreign) Express Spendthrift Trust on June 22, 2022, and he asserts that a permanent injunction protects his possession of the Property. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) He argued that plaintiff brought suit against the wrong party. *ibid* He filed an exception of non-joinder of an indispensable party on the basis that the proper party defendant was the trustee of the trust, Emperor Moses not Edward Moses Jr in his individual capacity. *Ibid In the Matter of the Succession of William W. HARLEAUX*, 359 So.2d 961 (La. 1978)

Both the Louisiana Supreme Court and the Louisiana First Circuit Court of Appeal improperly overruled his exception. *Ibid* In support of these allegations Emperor Moses attached the June 22, 2022 trust instrument together with its appendix which contained several legal instruments to his memorandum in support of his reconventional demand. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) See La. Code Civ. P. Art. 853 which states in part that ("A copy of any written instrument that is an exhibit to a pleading is a part thereof.") *Dodson & Hooks, APLC v. La. Cmty. Dev. Capital Fund, Inc.*, 318 So.3d 939 (La. App. 2020) In the first place, Louisiana Code of Civil Procedure La.C.C.P 2701 is preempted by federal law, the Garn-St. Germain

Depository Institutions Act of 1982 which authorizes transfer of the immovable property to an inter vivos trust. *Estate of Cornell v. Bayview Loan Servicing, LLC*, 908 F.3d 1008 (6th Cir. 2018)" More importantly, the State District Court granted Emperor Moses the following universal injunction:

...enjoining ... judges, justices of the peace, sheriffs, Deputy sheriffs, constables, and others the officers, agents, and servants of the state, from executing and/or enforcing the laws of the state or federal government or any of these laws or serving process or doing anything towards the execution or enforcement of those laws, within the Atakapa Indian Nation⁴

U.S. Bank v. Moses, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

The East Baton Rouge District Court issued an injunction which directs the conduct of the aforementioned parties, and does so with the backing of its full coercive powers. *supra Nken v. Holder*, 129 S.Ct. 1749, 173 L.Ed.2d 550, 556 U.S. 418, 77 USLW 4310 (2009) In this case, the state courts officials are prohibited from enforcing "any provision" of the law under any circumstances during the life of the parties' litigation. *Labrador v. Poe*, 144 S.Ct. 921 (2024) The state court's order suspends Louisiana laws from operating within the Atakapa Indian Nation indefinitely, too, as this litigation (like many today) may take years to reach final judgment. The state court's universal injunction carries with-it wide-ranging effects. *ibid* For instance, the aforementioned injunction operates to prevent state authorities from taking any action to interfere with Emperor Moses' dominion, possession and

⁴ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.2-3p. 48 ¶3

ownership of historic Louisiana and her natural and civil fruits, buildings, and plantings.⁵ *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Based on the foregoing, applicant has made a strong showing that he is likely to succeed on the merits. In accordance with Louisiana code of Civil Procedure 2751 the debt secured by the security interest, mortgage or privilege is legally unenforceable. As a result, this court should have grant the stay pending appeal then remand this matter back to the Louisiana Supreme Court for a Recusal hearing.

3. The Atakapa Indians' Tribal Sovereign Immunity is a matter of federal law and is not subject to diminution by the States.

Edward Moses Jr successfully made a showing that he will prevail on the merits of this case. 28 U.S.C. § 1257(a) states in part that final judgments and decrees may be reviewed by the Supreme Court by writ of certiorari where any title, right, privilege, or immunity is specially set up or claimed under the Constitution. The Louisiana First Circuit Court of Appeal erred when it held that [sic] Moses submits no authority to support his claim that the Atakapa Indian “TRIBE OF ἠψῆ†MOSES” (foreign) Express Spendthrift Trust enjoys sovereign immunity. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Contrariwise, Emperor Moses argues that the universal injunction enjoining state officials from operating within the Atakapa Indian nation establishes

⁵ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.2-4, Rec Doc.2-3 p.22-29, 32, 34-35

this point. Ibid Not only that, Emperor Moses was granted a lawful order protecting his authority to act from all claims of any person both juridical and natural. ibid Indian nations enjoy sovereign immunity from suits on contracts, whether those contracts involve governmental, i.e., treaties or commercial activities, i.e., promissory notes. (Record, Vol 2, p.102¶1, 349 ln6-32, 350 ln1-5) *Kiowa Tribe of Oklahoma v. Manufacturing Tech.*, 523 U.S. 751, (1998) "The immunity possessed by Indian tribes is not coextensive with that of the States." Id (Record, Vol 2, pg.350 ln11-19) In *Blatchford*, the United States Supreme Court distinguished state sovereign immunity from tribal sovereign immunity, as tribes were not at the Constitutional Convention. *Blatchford v. Native Village of Noatak and Circle Village*, 111 S.Ct. 2578, 115 L.Ed.2d 686, 501 U.S. 775 (1991)

Moreover, this court held that what makes the States' surrender of immunity from suit by sister States plausible is the mutuality of that concession. ibid There is no such mutuality with either foreign sovereigns or Indian tribes. ibid This Court has repeatedly held that Indian tribes enjoy immunity against suits by States, *Potawatomi Indian Tribe*, 498 U.S. 505, 111 S.Ct. 905, 112 L.Ed.2d 1112 (1991), as it would be absurd to suggest that the tribes surrendered immunity in a convention to which they were not even parties. Ibid The Indian Tribes were thus not parties to the 'mutuality of . . . concession" that 'makes the States' surrender of immunity from suit by sister States plausible.'"..." id Congress has not abrogated this sovereign immunity, nor has applicant waived it, so sovereign immunity governs this

case." *ibid* Tribal immunity is a matter of federal law and is not subject to diminution by the States." *Kiowa Tribe of Oklahoma v. Manufacturing Tech.*, 523 U.S. 751, (1998)

The doctrine of tribal immunity came under attack a few years ago in *Potawatomi*, *supra*.*id* The petitioner there asked the United States Supreme Court to abandon or at least narrow the doctrine because tribal businesses had become far removed from tribal self-governance and internal affairs. *ibid* The United States Supreme Court retained the doctrine, however, on the theory that the United States Congress had failed to abrogate it in order to promote economic development and tribal self-sufficiency. *Id* In short, the Atakapa Indian Nation as a foreign sovereign did not surrender or concede their sovereign immunity from suit because the tribal nation was not a member or a party to the United States Constitutional Convention.

4. Under the Equal Protection Clause, an Atakapa Indian Tribal Member could never be a US Citizen without consent

The Contracts Clause of the United States Constitution provides that "[n]o state shall ... pass any ... Law impairing the Obligation of Contracts. Art. I, § 10, cl. 1. In that context we accord respectful consideration and great weight to the views of the State's highest court." *Indiana ex rel. Anderson v. Brand*, 303 U.S. 95, 100, 58 S.Ct. 443, 82 L.Ed. 685 (1938) Still, "in order that the constitutional mandate may not become a dead letter, this court is bound to decide for itself whether a contract was made; whether there was a meeting of the minds ." *Ibid.*; see also *General Motors Corp. v. Romein*, 503 U.S. 181, 187, 112 S.Ct. 1105, 117 L.Ed.2d 328 (1992) Chief Justice John Roberts issued an End of the Year Report wherein he elaborately

detailed the British Monarch, King George and his subjects, who were also British, conflict over judicial independence prior to the Revolutionary War.⁶ This war spawned the thirteen colonies' independence from its forefathers in England. With all due respect, Chief Justice John Roberts left off one crucial fact. The Thirteen Colonies Revolutionary war and fight for independence from its founding father had absolutely nothing to do with Louisiana, a foreign sovereign occupied by numerous tribes of Indians, specifically the Atakapa Indians.⁷ *Johnson v. M'Intosh*, 21 U.S. 543, (1823) The United States Constitution is identified by this court as a constitutional compact. *Potawatomi Indian Tribe*, 498 U.S. 505, 111 S.Ct. 905, 112 L.Ed.2d 1112 (1991) In *Arizona v. Navajo Nation* this court held that to maintain a breach of trust claim, the Tribe must establish, among other things, that the text of a treaty, statute, or regulation imposed certain duties on the United States. *Arizona v. Navajo Nation*, 143 S.Ct. 1804, 216 L.Ed.2d 540(2023) Here, Emperor Moses argues that in 2017 under PL 115-121, HR 984 –The Thomasina E. Jordan Indian Tribes of Virginia Federal Recognition Act of 2018, the United States Congress admitted on the record that all non-reservation Indians, like the Atakapa Indians were reclassified as negro to wit:

(57) the Virginia Vital Statistics Bureau classed all non-reservation Indians as "Negro...."⁸ United States Public Laws of the 115th Congress, 2nd Session (2018)

⁶ <https://www.supremecourt.gov/publicinfo/year-end/2024year-endreport.pdf>

⁷ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.2-3 pg.19-21

⁸PL 115-121, HR 984 – Thomasina E. Jordan Indian Tribes of Virginia Federal Recognition Act of 2017

Every citizen of the United States is also a citizen of a State or territory. *United States v. Wheeler*, 435 U.S. 313, 98 S.Ct. 1079, 55 L.Ed.2d 303 (1978) He may be said to owe allegiance to two sovereigns and may be liable to punishment for an infraction of the laws of either. *Ibid* It is the natural consequence of a citizenship which owes allegiance to two sovereignties and claims protection from both. *United States v. Cruikshank Et Al*, 23 L.Ed. 588, 92 U.S. 542 (1875) The citizen cannot complain, because he has voluntarily submitted himself to such a form of government. *Ibid* He owes allegiance to the two departments, so to speak, and within their respective spheres must pay the penalties which each exacts for disobedience to its laws. *ibid*

In return, he can demand protection from each within its own jurisdiction. *United States v. Cruikshank Et Al*, 23 L.Ed. 588, 92 U.S. 542 (1875) The exception here is the American negro, not the native American, the American negro having been unlawfully reclassified from an Indian to a negro, by the fourteenth amendment, was unlawfully and forcefully declared by the government to be a citizen of the United States against his will. *The Slaughterhouse Cases*, 83 U.S. 36, 21 L.Ed. 394, 16 Wall. 36 (1872) This court supports the aforementioned proposition because it held that the 14th amendment's main purpose was to establish the citizenship of the negro can admit of no doubt. *The Slaughterhouse Cases*, 83 U.S. 36, 21 L.Ed. 394, 16 Wall. 36 (1872) While striking down Affirmative Action during admissions at Harvard College in *Students for Fair Admissions, Inc.* this Honorable Court ruled that eliminating racial discrimination means eliminating all of it. *Students for Fair Admissions, Inc. v. President and Fellows of Harvard College*, 600 U.S. ____ (2023)

Accordingly, the United States Supreme Court has held that the Equal Protection Clause applies "without regard to any differences of race, of color, or of nationality"- it is "universal in [its] application." *Yick Wo v. Hopkins*, 118 U.S. 356, 369, (1886) For "[t]he guarantee of equal protection cannot mean one thing when applied to one individual and something else when applied to a person of another color." *Students for Fair Admissions, Inc. v. President and Fellows of Harvard College*, 600 U.S. ____ (2023) In *Elk v. Wilkins*, 112 U.S. 94, (1884) the United States Supreme Court ultimately held that an Indian was not a citizen of the United States under the fourteenth amendment of the constitution. The Court reasoned that like children born within the United States of ambassadors, he was not subject to the jurisdiction of the United States because he owes allegiance to a tribe—not to the United States.⁹ *Fitisemanu v. United States*, 426 F.Supp.3d 1155 (D. Utah 2019)

The Atakapa Indian "TRIBE OF ἠψη†MOSES" unlawfully reclassified as negro has an absolute right to complain about being unlawfully and forcefully subjected to this dual form of Government under duress. The American negro having regained his status as free men are entitled to self-determination and to pledge their allegiance to their tribal Nation—not to the United States. Negro slavery alone was in the mind of the Congress which proposed the thirteenth amendment of the United States Constitution.... *The Slaughterhouse Cases*, 83 U.S. 36, 21 L.Ed. 394, 16 Wall. 36 (1872). Based on the record created in this case, it is clear that the United States

⁹ Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc. 2-3 pg.27¶3, Rec Doc.4-1

Congress has expressly repudiated the policy of terminating recognized Indian tribes and has actively sought to restore recognition to tribes that previously have been terminated.¹⁰ The Atakapa Indian Nation is recognized in the **American State Papers, Indian Affairs, Vol. I at page 724.**¹¹ With these facts as a backdrop the Louisiana State district courts recognized the Atakapa Indian "TRIBE OF ἠψῆ†MOSES" as an international government.¹² (Record Volume.1pg.93¶5) *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) See *Haaland v. Brackeen* (2023) quoting *Worcester v. Georgia*, 31 U.S. 515, (1832) holding Georgia's laws unconstitutional, the United States Supreme Court acknowledged that Indian Tribes remain "independent political communities, retaining their original natural rights." As a result, the relevant government officials *are enjoined* from enforcing its laws within the Atakapa Tribal Nation. *Labrador v. Poe*, 144 S.Ct. 921 (2024) In accordance with the 1994 Federally Recognized Indian Tribe List Act, the United States has a trust responsibility to the Atakapa Indian Tribal Nation.¹³ The United States also has a trust responsibility to maintain a government-to-government relationship with the Atakapa Indians.¹⁴

¹⁰ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.4-4 p.1¶5

¹¹ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.2-1

¹² Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc. 2-3 pg.35¶5

¹³ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.4-4 p.1

¹⁴ Atakapa IV, No. 3:23-mc-00084-BAJ-RLB (M.D. La.), Rec Doc.2-4, Rec Doc.4-4 p.1

II. Whether the applicant will be irreparably injured absent a stay:

Edward Moses Jr is acting under the authority of a lawful judgment of the court.

Louisiana Code of Civil Procedure Article 224 defines constructive contempt of court as follows: A constructive contempt of court is any contempt other than a direct one.

Any of the following acts constitutes a constructive contempt of court:

(3) Removal or attempted removal of any person or property in the custody of an officer acting under authority of a judgment, order, mandate, writ, or process of the court;

1. It is Undisputed that Edward Moses Jr is acting in his official capacity as a Royal Officer.

It is undisputed that Emperor Moses is a royal officer. The U.S. District Court for the Middle District of Louisiana sitting en banc made the following findings of fact:

It is true that the Nineteenth JDC's December 8, 2021, Final Judgment—which still stands—made the July 21, 2021, Baton Rouge City Court Judgment which granted a permanent injunction protecting the Atakapa Indian “TRIBE OF ἠψῆ†MOSES” possession of Historic Louisiana and the Sixteenth JDC's December 8, 2020, Trust Order executory in the Nineteenth Judicial District.¹⁵

True also, the Sixteenth JDC's December 8, 2020, Order granted Mr. Moses authority to administer the Atakapa Indian “TRIBE OF ἠψῆ†MOSES” Express Spendthrift Trust. see In re Edward Moses, Jr., U.S. District Court for the Middle District of Louisiana, Case No. 23-00084 - BAJ. Rec Doc 8 pg. 23-24

¹⁵ Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc.2-3 p.24-33, Rec Doc.8.p.23-24

"Once the final judgment acquired the authority of the thing adjudged, no court has jurisdiction, in the sense of power and authority, to modify, revise or reverse the judgment regardless of the magnitude of the error in the final judgment." *Tolis v. Board of Sup'rs of Louisiana State University*, 660 So.2d 1206 (La. 1995) The Iberia Parish Trust Order in this case specifically states that the 'CHRISTIAN EMPEROR D'ORLEANS [Moses], trust protector of the [Trust] ... has full authority to act with full protection from all claims from any person both juridical and natural." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

2. It is Undisputed that the property made the basis of this litigation is in the custody of Emperor Moses.

Where courts exercise their equitable powers, any relief "must of course be limited to the inadequacy that produced the injury in fact that the plaintiff has established." *DaimlerChrysler Corp. v. Cuno*, 547 U.S. 332, 353 (2006) (quoting *Lewis v. Casey*, 518 U.S. 343, 357 (1996); *Madsen v. Women's Health Ctr., Inc.*, 512 U.S. 753, 765 (1994)). It is fundamental that the relief federal courts are empowered to grant is "party-specific." *United States v. Texas*, 599 U.S. 670, 693 (2023) (Gorsuch, J., concurring in judgment, joined by Thomas & Barrett, JJ.). "Party-specific relief" is easy to conceive here—to wit, an injunction prohibiting state officials from enforcement of State Laws within the Atakapa Indian Nation. The US District Court Middle District of Louisiana sitting en banc found that:

The December 8, 2020 "Order" from the Sixteenth JDC declares "the Atakapa Indian "TRIBE OF הַמְּלָכִים MOSES"

(foreign) Express Spendthrift Trust ... a foreign trust 'governed by the Law of Moses, a jurisdiction other than Louisiana,' whose property is held to the exclusion of any other "State or Nation," under the dominion of "the CHRISTIAN EMPEROR D'Orleans Edward Moses Jr."¹⁶

Furthermore, ("The East Baton Rouge Parish Amended Trust Judgment") granted 'Emperor Moses' ownership of 'Historic Louisiana' and its natural and civil fruits, buildings, and plantings." *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) Finally, title to the Atakapa Indians ancestral lands and its natural and civil fruits, buildings, and plantings is now held in trust jure coronae, supra..." *John Bell, Plaintiff In Error v. Columbus Hearne, Samuel Hearne, and Samuel Dockery*, 60 U.S. 252, 19 How. 252, 15 L.Ed. 614 (1856) The Atakapa Indian **TRIBE OF ἠψῆ†MOSES'** is an international Government. (Record Volume.1pg.93¶5) Finally, "Emperor Moses" attached a seventeen-page "AMENDED ORDER" signed by the Nineteenth Judicial District Court on June 29, 2022 ("the East Baton Rouge Parish Amended Trust Judgment") in that matter set forth extensive orders, including enjoining "judges, ... sheriffs, deputy sheriffs, [and] constables ... from executing and/or enforcing the laws of the State or Federal Government ... or serving process, or doing anything towards the execution or enforcement of those laws, within the Atakapa Indian Nation. *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024)

¹⁶ Atakapa IV, No. 3:23-mc-0084-BAJ-RLB (M.D. La.), Rec Doc. 2-3 p.25-28¶1, Appx.B Rec Doc.8.p.11-12

These orders are lawful, “Emperor Moses” also attached an order from the Louisiana First Circuit Court of Appeal issued on May 20, 2022, which granted a writ to vacate a January 7, 2022, order issued by the Nineteenth Judicial District Court vacating the East Baton Rouge Parish Final Judgment. See, *U.S. Bank v. Moses*, 2023 CA 1292, 2023 CW 0661 (La. App. 1st Cir., Aug 20, 2024), writ denied (La. Dec. 11, 2024) citing *In re Atakapa Indian de Creole Nation*, 2022-0208 (La.App. 1 Cir. 5/20/22), 2022 WL 1599997 (unpublished writ action). “Emperor Moses” argues that he is injured without a stay in this matter pending appeal because US Bank National Assn is attempting to remove property in his custody as a Royal Officer acting under authority of a judgment, order, mandate, writ, of the court.

III. Will issuance of the stay substantially injure the other parties interested in the proceeding; and (4) where the public interest lies?

The injunction here does not interfere with the discretion of the state official. JUSTICE GORSUCH concurring in *Labrador v. Poe* wrote that members of this Court have long held that, “any time a State is enjoined by a court from effectuating statutes enacted by representatives of its people, it suffers a form of irreparable injury. *Labrador v. Poe*, 144 S.Ct. 921 (2024) The Doctrine of Ex parte Young ... however, allows a suit against a state official to go forward, notwithstanding the Eleventh Amendment's jurisdictional bar, where the suit seeks prospective injunctive relief in order to end a continuing federal-law violation. *Seminole Tribe Florida v. Florida*, 517 U.S. 44, 116 S.Ct. 1114, 134 L.Ed.2d 252 (1996) “District Attorney’s and State judges are often considered ... state officials...” *Arnone v. Cnty.*

of Dall. Cnty., 29 F.4th 262 (5th Cir. 2022) quoting *McMilliam v. Monroe County Alabama*, 520 U.S. 781, 117 S.Ct. 1734, 138 L.Ed.2d 1 (1997) It is the settled doctrine of the United States Supreme Court that a suit against individuals, for the purpose of preventing them, as officers of a state, from enforcing an unconstitutional enactment, to the injury of the rights of the plaintiff, is not a suit against the state..." *Ex parte Edward Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908) Furthermore, the general discretion regarding the enforcement of the laws by a state officer when and as he deems appropriate is not interfered with by an injunction which restrains the state officer from taking any steps towards the enforcement of an unconstitutional enactment, to the injury of complainant. *Ibid*

In such case no affirmative action of any nature is directed, and the officer is simply prohibited from doing an act which he had no legal right to do. *id In Worcester*, after holding Georgia's Laws unconstitutional the United States Supreme Court held that the Cherokee, like other American Indian Tribes, remained a distinct community occupying its own territory . . . in which the laws of [a foreign State] can have no force, and which the citizens of [that foreign State] have no right to enter, but with the assent of the [American Indians] themselves, or in conformity with treaties, and with the acts of Congress." see *Haaland v. Brackeen* (2023) quoting *Worcester v. Georgia*, 31 U.S. 515, (1832) An injunction to prevent him from doing that which he has no legal right to do is not an interference with the discretion of an officer. *Ex parte Edward Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908) The difference between an actual and direct interference with tangible property and the enjoining

of state officers from enforcing an unconstitutional act, is not of a radical nature, and does not extend, in truth, the jurisdiction of the courts over the subject-matter. *Ex parte Edward Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908) In the case of the interference with property, the person enjoined is assuming to act in his capacity as an official of the state, and justification for his interference is claimed by reason of his position as a state official. Ibid Such official cannot so justify when acting under an unconstitutional enactment of the legislature. *ibid* So, where the state official, instead of directly interfering with tangible property, is about to commence suits which have for their object the enforcement of an act which violates the Federal Constitution, to the great and irreparable injury of the complainants, he is seeking the same justification from the authority of the state as in other cases. *ibid*

The sovereignty of the state is, in reality, no more involved in one case than in the other. The state cannot, in either case, impart to the official immunity from responsibility to the supreme authority of the United States. *Ex parte Edward Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908) The question in this case is not whether a judge harbors an actual, subjective bias, but instead whether, as an objective matter, the average judge in his position who is enjoined from the execution or enforcement of Louisiana state laws in the Atakapa Indian ancestral lands is likely to be neutral, or whether there is an unconstitutional potential for bias.'" *Rippo v. Baker*, 137 S. Ct. 905, 197 L.Ed.2d 167 (2017)

CONCLUSION

For the foregoing reasons, applicant, Edward Moses Jr prays that this court (1) grant the stay pending appeal. Then remand this matter back to the Louisiana Supreme Court for a recusal hearing.

Date: January 5, 2024

/s/Edward Moses, Jr

THE ROYAL CROWN, LTD
1150 Sherwood Forest Blvd
Baton Rouge, LA 70815
Ph:225-270-6304

Case No.

IN THE UNITED STATES COURT SUPREME COURT

U.S. BANK NATIONAL ASS'N
NOT IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2018 G-CTT

Appellee

vs

EDWARD MOSES JR

Appellant

CERTIFICATE OF SERVICE

I, EDWARD MOSES JR, hereby certify under penalty of perjury that I have this 6th day of January 2025, caused a copy of Applicant's "APPLICATION FOR STAY" to be served via electronic mail to the counsel listed below in accordance with Supreme Court Rule 22.2 and 29.3:

John C. Morris
1505 North 19th Street
Monroe, La. 71207

/s/Edward Moses, Jr
1150 Sherwood Forest Blvd
Baton Rouge, LA 70815

RECEIVED
JAN 14 2025
OFFICE OF THE CLERK
SUPREME COURT, U.S.

U.S. BANK NATIONAL ASS'N
NOT IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2018 G-CTT
Appellee

vs

EDWARD MOSES JR
Appellant

APPENDIX

Appendix 1 The Louisiana Supreme Court's unreported order denying the motion to stay pending.



Supreme Court
STATE OF LOUISIANA
New Orleans

CHIEF JUSTICE

JOHN L. WEIMER

JUSTICES

WILLIAM J. CRAIN
SCOTT J. CRICHTON
JEANNETTE T. KNOLL
JAY B. MCCALLUM
JEFFERSON HUGHES
PIPER D. GRIFFIN

Sixth District

First District
Second District
Third District (pro tempore)
Fourth District
Fifth District
Seventh District

VERONICA O. KOCLANES
CLERK OF COURT

400 Royal St., Suite 4200
NEW ORLEANS, LA 70130-8102

TELEPHONE (504) 310-2300
HOME PAGE <http://www.lasc.org>

December 26, 2024

Edward Moses, Jr.
1150 Sherwood Forest Blvd
Baton Rouge, LA 70815

Re: U.S. BANK NATIONAL
ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY BUT
SOLEY AS TRUSTEE FOR THE
RMAC TRUST, SERIES 2018 G-CTT
VS. EDWARD MOSES JR.
2024-OC-01204

Dear Counsel:

This is to advise that the court took the following action on your Request for Stay Pending Application to the United States Supreme Court filed in the above entitled matter.

Request for stay pending application to the United States Supreme Court denied.

Regards,

Ryan Chan
Deputy Clerk

RC: RC

ccs:

All Counsel

Hon. Donald R. Johnson

Hon. J. Douglas "Doug" Welborn

Hon. Rodd Naquin, Clerk

19th Judicial District Court: 722566 - Div:C-24

Court of Appeal, First Circuit: 2023 CA 1292 c/w 2023 CW 0661

Appendix 2 The Louisiana Supreme Court's decision to deny writ

The Supreme Court of the State of Louisiana

**U.S. BANK NATIONAL ASSOCIATION, NOT IN
ITS INDIVIDUAL CAPACITY BUT SOLEY AS
TRUSTEE FOR THE RMAC TRUST, SERIES
2018 G-CTT**

No. 2024-OC-01204

VS.

EDWARD MOSES JR.

IN RE: Edward Moses, Jr. - Applicant Defendant; Applying For Writ Of Certiorari,
Parish of East Baton Rouge, 19th Judicial District Court Number(s) 722566, Court
of Appeal, First Circuit, Number(s) 2023 CA 1292 c/w 2023 CW 0661;

December 11, 2024

Writ application denied.

JDH

JLW

SJC

JTK

WJC

JBM

PDG

Appendix 3 The Louisiana First Circuit's unreported panel order denying rehearing en banc.



Office Of The Clerk
Court of Appeal, First Circuit
State of Louisiana
www.la-fcca.org

Rodd Naquin
Clerk of Court

Post Office Box 4408
Baton Rouge, LA
70821-4408
(225) 382-3000

Notice of Judgment and Disposition

September 10, 2024

Docket Number: 2023 - CA - 1292

U.S. Bank National Association, Not in it's Individual Capacity
but Soley as Trustee for the RMAC Trust, Series 2018 G-CTT
versus
Edward Moses Jr.

TO: Allison J. Sabine
340 Florida Street
P.O. Box 1909
Baton Rouge, LA 70821

Ashley E. Morris
1505 North 19th Street
P.O. Box 2867
Monroe, LA 71207-2867

Ashley L. Cutler
1505 North 19th Street
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Candace Ann Courteau
P.O. Box 2867
Monroe, LA 712072867

George Benjamin Dean Jr. E
1505 North 19th Street
P.O. Box 2867
Monroe, LA 712072867

John C Morris
1505 North 19th Street
Monroe, LA 71207

Edward Moses
1150 Sherwood Forest Blvd
Baton Rouge, LA 70827
moseslawfirm@icloud.com

Hon. Donald R. Johnson
300 North Boulevard
Suite 8401
Baton Rouge, LA 70801

In accordance with Local Rule 6 of the Court of Appeal, First Circuit, I hereby certify that this notice of judgment and disposition and the attached disposition were transmitted this date to the trial judge or equivalent, all counsel of record, and all parties not represented by counsel.


RODD NAQUIN
CLERK OF COURT

**COURT OF APPEAL, FIRST CIRCUIT
STATE OF LOUISIANA**

RE: Docket Number 2023-CA-1292

U.S. Bank National Association, Not in its Individual
Capacity but Soley as Trustee for the RMAC Trust, Series
2018 G-CTT


-- Versus --

Edward Moses Jr.

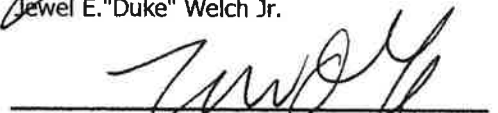
19th Judicial District Court
Case #: 722566
East Baton Rouge Parish

On Application for Rehearing filed on 09/03/2024 by Edward Moses, Jr.

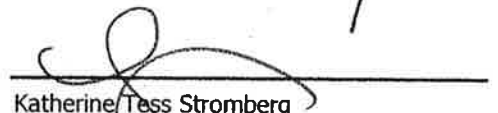
Rehearing **DENIED**



Jewel E. "Duke" Welch Jr.



Elizabeth Wolfe



Katherine Tess Stromberg

SEP 10 2024

Appendix 4 The Louisiana First Circuit Court of Appeal's decision to deny stay and affirm denial of a preliminary injunction.

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

U.S. BANK NATIONAL
ASSOCIATION NOT IN ITS
INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE
RMAC TRUST, SERIES 2018 G-
CTT

NO. 2023 CW 0661

VERSUS

EDWARD MOSES, JR.

OCTOBER 16, 2023

In Re: Edward Moses, Jr., applying for supervisory writs,
19th Judicial District Court, Parish of East Baton
Rouge, No. 722566.

BEFORE: McCLENDON, HESTER, AND MILLER, JJ.

**STAY DENIED; WRIT REFERRED TO THE PANEL TO WHICH THE YET-
TO-BE-LODGED APPEAL OF THE MARCH 30, 2023 JUDGMENT DENYING
DEFENDANT'S REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTION TO
ARREST SEIZURE AND SALE OF IMMOVABLE PROPERTY IS ASSIGNED.**

PMc
CHH
SMM



Office Of The Clerk
Court of Appeal, First Circuit
State of Louisiana
www.la-fcca.org

Rodd Naquin
Clerk of Court

Post Office Box 4408
Baton Rouge, LA
70821-4408
(225) 382-3000

Notice of Judgment and Disposition

August 20, 2024

Docket Number: 2023 - CA - 1292

U.S. Bank National Association, Not in it's Individual Capacity
but Solely as Trustee for the RMAC Trust, Series 2018 G-CTT
versus
Edward Moses Jr.

TO: Allison J. Sabine
340 Florida Street
P.O. Box 1909
Baton Rouge, LA 70821

Ashley E. Morris
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John C Morris
1505 North 19th Street
Monroe, LA 71207

Edward Moses
1150 Sherwood Forest Blvd
Baton Rouge, LA 70827
moseslawfirm@icloud.com

Hon. Donald R. Johnson
300 North Boulevard
8th Floor
Baton Rouge, LA 70801

In accordance with Local Rule 6 of the Court of Appeal, First Circuit, I hereby certify that this notice of judgment and disposition and the attached disposition were transmitted this date to the trial judge or equivalent, all counsel of record, and all parties not represented by counsel.

RODD NAQUIN
CLERK OF COURT

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA
COURT OF APPEAL
FIRST CIRCUIT

2023 CA 1292
and
2023 CW 0661

AW
U.S. BANK NATIONAL ASSOCIATION, NOT IN
ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE
FOR THE RMAC TRUST, SERIES 2018 G-CTT

JB
VERSUS

EDWARD MOSES JR.

Judgment Rendered: AUG 20 2024

* * * * *

On Appeal from the
Nineteenth Judicial District Court
In and for the Parish of East Baton Rouge
State of Louisiana
No. C722566, Section 24

The Honorable Donald R. Johnson, Judge Presiding

* * * * *

Edward Moses, Jr.
Baton Rouge, Louisiana

Appellant/Defendant/Relator
In Proper Person

John C. Morris, III
Monroe, Louisiana

Attorney for
Appellee/Plaintiff/Respondent
U. S. Bank National Association, not
in Its Individual Capacity but Solely
as Trustee for the RMAC Trust,
Series 2018 G-CTT

* * * * *

BEFORE: WELCH, WOLFE, AND STROMBERG, JJ.

J&W
Welch, Jr. concurs without reasons

STROMBERG, J.

This appeal and writ concern an executory proceeding in which the defendant filed a reconventional demand seeking injunctive relief to arrest the seizure and sale of the property. The plaintiff responded by filing dilatory and peremptory exceptions as to the reconventional demand. The district court signed a judgment denying the request for injunctive relief and also signed a judgment sustaining the exceptions. The defendant then filed a motion for new trial as to those judgments, which the district court denied. The defendant appeals from and seeks a supervisory writ as to the denial of his motion for new trial. For the reasons given, we deny the writ application; vacate that part of the judgment denying the request for a permanent injunction; affirm that part of the judgment denying the request for a preliminary injunction and dissolving the temporary restraining order (TRO); and remand the matter.

FACTS AND PROCEDURAL BACKGROUND

On August 23, 2022, U.S. Bank National Association, not in Its Individual Capacity but Solely as Trustee for the RMAC Trust, Series 2018 G-CTT (“U.S. Bank”), filed a verified executory process petition naming Edwin Moses, Jr. as a defendant. The executory process was based on Moses’ alleged default on a promissory note (“the Note”) that he executed on July 28, 2011, in the amount of \$187,649.00 payable to Mortgage Research Center, LLC d/b/a VaMortgageCenter.com (“Mortgage Research”). To secure the Note, Moses executed a mortgage (“the Mortgage”) by authentic act on the same date, encumbering the immovable property located at 1150 Sherwood Forest Boulevard, Baton Rouge, Louisiana 70815 (“the Property”). The Note was paraphed for

identification with the Mortgage, and a certified copy of the Mortgage was attached to U.S. Bank's petition.¹

In its petition for executory process, U.S. Bank alleged that the Note was bearer paper, which could be negotiated by transfer of possession alone. U.S. Bank alleged it had possession of the Note and attached the original Note to its petition. An allonge was attached to the Note, which set forth the loan date of July 28, 2011; the borrower's name of Moses; the property address of 1150 Sherwood Forest Boulevard in Baton Rouge, Louisiana; and the principal balance of \$187,649.00.² Beneath that information was the language: "**PAY TO THE ORDER OF WELLS FARGO BANK, N.A. Without Recourse.**" Following that language was the company name, Mortgage Research, followed by the signature of James Carr, whose title was Post-Closing Manager for Mortgage Research. The allonge also bore a stamp, which stated: "**WITHOUT RECOURSE PAY TO THE ORDER OF WELLS FARGO BANK, N.A.,**" signed by Scott M. Swanson, the Assistant Vice President of Wells Fargo Bank, N.A. In its petition, U.S. Bank alleged that the endorsement of the Note by Wells Fargo Bank, N.A. was a blank endorsement, rendering the Note bearer paper.

U.S. Bank alleged that Moses failed to pay the monthly installments on the Note and Mortgage when due, and also failed to pay them after notice of default, leaving a principal balance of \$157,375.27, along with interest, attorney's fees, costs, and other additional amounts. U.S. Bank sought an order directing the issuance of a writ of seizure and sale, which was signed by the district court on September 21, 2022.

¹ Among other items, the mortgage contained a confession of judgment; a *pact de non aliendo*; waivers of appraisalment and the homestead exemption; and a right to accelerate for nonpayment.

² As a general matter, an allonge is a piece of paper annexed to a promissory note on which to write endorsements for which there is no room on the instrument itself. It must be so firmly affixed so as to become a part thereof. **Wells Fargo Bank, N.A. v. Settoon**, 2012-1980 (La. App. 1 Cir. 6/7/13), 120 So.3d 757, 760.

On December 2, 2022, Moses, “in proper person, not in his individual capacity but solely as trust protector of the Atakapa Indian ‘TRIBE OF [FOUR SYMBOLS]MOSES’ (foreign) Express Spendthrift Trust” (“the Trust”), filed a reconventional demand seeking a TRO and preliminary and permanent injunctions to arrest the seizure and sale of the Property pursuant to La. C.C.P. art. 2751.³ As grounds for enjoining the seizure and sale, Moses alleged that U.S. Bank filed an unverified petition seeking executory process; lacked standing; was not the true owner of the Note; falsely alleged the blank endorsement of the Note; and engaged in criminal or fraudulent conduct. Moses also alleged that U.S. Bank’s attorney falsely certified the allegations of the petition, for which he sought sanctions under La. C.C.P. art. 863.⁴

Moses further alleged that he had transferred the Property to the Trust on June 22, 2022, and he asserted that a permanent injunction protected his possession of the Property.⁵ To support his allegation, Moses attached a certified copy of a deed wherein he transferred his interest in the Property to the Trust entitled “Atakapa Indian ‘TRIBE OF [FOUR SYMBOLS]MOSES’ (Foreign) IRREVOCABLE EXPRESS SPENDTHRIFT TRUST,” which he executed on

³ Louisiana Code of Civil Procedure article 2751 provides: “The defendant in the executory proceeding may arrest the seizure and sale of the property by injunction when the debt secured by the security interest, mortgage, or privilege is extinguished, or is legally unenforceable, or if the procedure required by law for an executory proceeding has not been followed.”

⁴ Louisiana Code of Civil Procedure article 863 provides, in pertinent part, that every pleading of a party represented by an attorney shall be signed by at least one attorney of record in his individual name, and that signature constitutes a certification that the attorney has read the pleading; the pleading is not being presented for any improper purpose; each claim, defense, or other legal assertion is warranted under the law; and each allegation or factual assertion has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation. If a certification is made in violation of these provisions, the court shall impose an appropriate sanction.

⁵ Moses’ actions involving the Trust are set forth in more detail in **In re: Atakapa Indian de Creole Nation**, 22-539-BAJ-RLB (M.D. La. 10/19/22), 2022 WL 16839499, report and recommendation adopted *sub nom.*, Atakapa Indian de Creole Nation, 22-00539-BAJ-RLB (M.D. La. 11/9/22), 2022 WL 16838786.

June 22, 2022, before a notary public and two witnesses.⁶ Moses alleged that, as the trust protector of the Trust, he had the authority to act, and he attached to his reconventional demand an order pertaining to the Trust that decreed that any notes or negotiable instruments contradicting the authority under the Trust were null.⁷ He also attached to his reconventional demand an order pertaining to the Trust prohibiting judges or law enforcement from enforcing laws within the Atakapa Nation.⁸

In his reconventional demand, the relief Moses sought included a TRO as to all claims against him as “trust protector” of the Trust and preliminary and permanent injunctive relief arresting the seizure and sale of the Property. Moses

⁶ Moses attached several documents pertaining to the Trust to his memorandum in support of his reconventional demand. We note that the name of the Trust varies slightly in the exhibits filed in this matter. Moses attached to his memorandum an “EX PARTE PETITION and APPLICATION for TRUST INSTRUCTION” that he filed as “trust protector of the Atakapa Indian D’Creole Nation,” on December 7, 2020, in docket number 136811 in the Sixteenth Judicial District Court for Iberia Parish, State of Louisiana. He also attached the order (“the Iberia Parish Trust Order”) that the district court signed on December 8, 2020, which decreed in part that the Trust was a foreign trust “governed by the law of Moses, a jurisdiction other than Louisiana” and the Trust instrument was “deemed to be legally executed and shall have the same force and effect in this state as if executed in the manner prescribed by the laws of this state.”

⁷ The Iberia Parish Trust Order decreed that “as all powers ... have now been lawfully conveyed to the CHRISTIAN EMPEROR D’ORLEANS [Moses] ... any negotiable instruments, ... [or] notes ... that [contradict] the authority and rights of the Covenant of One Heaven are automatically null ... from the beginning, having no ... legal validity” Additionally, the Iberia Parish Trust Order stated, “CHRISTIAN EMPEROR D’ORLEANS [Moses], trust protector of the [Trust] ... has full authority to act”

⁸ Moses attached a “FINAL JUDGMENT” signed on December 8, 2021, in docket number C-713366 in the Nineteenth Judicial District Court for East Baton Rouge Parish which, in pertinent part, made the December 8, 2020 Iberia Parish Trust Order “executory in the [Nineteenth] Judicial District” (“the East Baton Rouge Parish Trust Judgment”). Moses also attached a seventeen-page “AMENDED ORDER” signed by the Nineteenth Judicial District Court on June 29, 2022 (“the East Baton Rouge Parish Amended Trust Judgment”) in that matter, which set forth extensive orders, including enjoining “judges, ... sheriffs, deputy sheriffs, [and] constables ... from executing and/or enforcing the laws of the State or Federal Government ... or serving process, or doing anything towards the execution or enforcement of those laws, within the Atakapa Nation.” The East Baton Rouge Amended Trust Judgment appointed “[Moses] as judge ad hoc;” permitted the Trust to issue currency and notes in minimum denominations of \$250,000.00 as well as securities; and granted “Emperor Moses” ownership of “Historic Louisiana” and its natural and civil fruits, buildings, and plantings. Moses also attached an order from this court issued on May 20, 2022, which granted a writ to vacate a January 7, 2022 order issued by the Nineteenth Judicial District Court vacating the East Baton Rouge Parish Trust Judgment. See *In re Atakapa Indian de Creole Nation*, 2022-0208 (La. App. 1 Cir. 5/20/22), 2022 WL 1599997 (unpublished writ action).

also filed a motion seeking a TRO and requesting that the district court set a hearing on the application for injunctive relief. The district court signed the TRO on January 4, 2023, “protecting [Moses’] full authority to act under ... the ... Trust by [TEMPORARILY] RESTRAINING all claims from any person both juridical and natural.” The district court’s order further set Moses’ request for preliminary injunction for hearing on March 27, 2023.

Thereafter, on January 10, 2023, Moses, “not in his individual capacity but solely as trust protector of the Atakapa Indian [Trust]” filed a “SUPPLEMENTAL AND AMENDED PETITION-IN-RECONVENTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION AND TO SET HEARING ON [PERMANENT] INJUNCTION, DAMAGES FOR WRONGFUL SEIZURE (state law), ABUSE OF PROCESS, FRAUD, CONVERSION, VIOLATION OF 1983 MALICIOUS PROSECUTION.” Moses added Dean Morris, LLC (“Dean Morris”), U.S. Bank’s counsel, as a defendant-in-reconvention. Moses reiterated the allegations of his original reconventional demand and further alleged that due to the combined fault and/or negligence of U.S. Bank and Dean Morris in causing an illegal seizure, he suffered damages, including mental pain and anguish, medical expenses, and inconvenience due to the loss of his property. Accordingly, he prayed for the same relief requested in his original reconventional demand and, additionally, for the cancellation of the Note and Mortgage and an award of damages and interest.⁹ Moses also filed an “AMENDED ORDER,” pursuant to which the district court set the hearing for permanent injunctive relief on March 27, 2023, which was the same date that the district court set the preliminary injunction for hearing.

⁹ The record does not contain a motion for leave of court filed by Moses to amend his reconventional demand.

On March 7, 2023, U.S. Bank filed the following exceptions to Moses' reconventional demand: a dilatory exception raising the objections of improper cumulation of actions and the objection of improper use of summary process and a peremptory exception raising the objection of no cause of action. U.S. Bank alleged that Moses' reconventional demand for damages required ordinary process and could not be asserted in the executory process proceeding, citing La. C.C.P. art. 462(2), which allows a plaintiff in reconvention to cumulate multiple actions against the same defendant in the same action if the actions are mutually consistent and employ the same form of procedure. U.S. Bank further argued that Moses failed to articulate why he was entitled to damages or how U.S. Bank and its representative engaged in criminal or fraudulent conduct. U.S. Bank sought the dismissal of Moses' reconventional demand, but its exceptions specifically pertained to Moses' claims for damages in his reconventional demand. The exceptions were set for hearing on March 27, 2023.

On March 7, 2023, U.S. Bank also filed a memorandum in opposition to Moses' reconventional demand. It argued the TRO should be dissolved because La. C.C.P. art. 2752 forbids the issuance of a TRO to enjoin an executory proceeding.¹⁰ Furthermore, U.S. Bank contended that Moses had not alleged any legal basis for arresting the seizure and sale and urged that it had the right to enforce the Note and Mortgage as the holder of the Note and by virtue of a blank endorsement from Wells Fargo Bank, N.A.

On March 23, 2023, Moses, in his capacity as "Trust Protector of the 'TRIBE OF [FOUR SYMBOLS]MOSES,'" filed a motion for continuance, seeking to reset the March 27, 2023 hearing on the preliminary injunction and U.S.

¹⁰ Louisiana Code of Civil Procedure article 2752(A) states, in pertinent part, "[A] temporary restraining order shall not issue to arrest the seizure and sale of immovable property, but the defendant may apply for a preliminary injunction in accordance with Article 3602."

Bank's exceptions to May 8, 2023.¹¹ Moses alleged he had not been served with the dilatory exception raising the objection of improper use of summary proceedings.

At the scheduled hearing on Moses' TRO, request for a preliminary injunction, and request for a permanent injunction, and U.S. Bank's exceptions on March 27, 2023, the district court initially addressed Moses' motion to continue. Although Moses in his request for a continuance did not refer to all of U.S. Bank's exceptions, the district court continued the hearing on all of the exceptions and reset it for March 29, 2023. The district court then heard arguments pertaining to the TRO and Moses' request for injunctive relief and took those matters under advisement. On March 29, 2023, the district court heard U.S. Bank's exceptions and took the matters under advisement.

On March 30, 2023, the district court signed two judgments. The first judgment denied Moses' request for preliminary and permanent injunctions to arrest the seizure and sale of the Property and dissolved the TRO. In the second judgment, which concerned U.S. Bank's exceptions, the district court sustained the dilatory exception raising the objections of improper cumulation of actions and improper use of summary process, and sustained the preemptory exception raising the objection of no cause of action.¹²

¹¹ Apparently Moses had filed a prior motion to continue this hearing, but the appellate record does not contain the prior motion. According to an unopposed motion to continue filed by U.S. Bank, Moses had filed a "*Motion for Extension of Hearing for Injunctive Relief, Supplemental and Amending Petition-In-Reconviction for TRO, Preliminary Injunction and to Set Hearing,*" which was set for hearing on January 30, 2023. The district court granted U.S. Bank's motion to continue the hearing on Moses' motion and reset the hearing for March 27, 2023.

¹² Both judgments also sustained U.S. Bank's objection to Exhibits 1 and 4, which were the Trust instrument and Moses' affidavit with documents attached, respectively, that Moses asked to offer, file, and introduce into evidence. Additionally, in the second judgment, the district court also denied the "EX PARTE EMERGENCY MOTION FOR RECEIVERSHIP APPOINTMENT" "in aid of execution of the trust judgment" that Moses filed on March 17, 2023, and which Moses argued before the district court on March 29, 2023. Notice of the two March 30, 2023 judgments was mailed on April 3, 2023.

On April 6, 2023, Moses filed a motion for new trial, arguing the district court's judgments were contrary to the law and the evidence.¹³ Moses contended that the district court erred in denying his request for injunctive relief and dissolving the TRO because U.S. Bank did not follow the proper procedure for an executory proceeding, alleging that the Note was not bearer paper. He further argued that because he had purportedly transferred the Property to the Trust, U.S. Bank improperly sued him in his individual capacity, and/or U.S. Bank failed to join the Trust, which he asserted was an indispensable party and a proper party defendant. Moses next argued that the district court erred in sustaining U.S. Bank's exceptions, as separate trials could have been ordered on his reconventional demand, and that he should have been permitted to amend his pleadings.¹⁴ He attached a Trust extract document dated January 5, 2021 to his motion along with the documents he attached to his reconventional demand.¹⁵

U.S. Bank opposed the motion for new trial, asserting that Moses failed to produce new evidence, to provide reasons why the judgment was contrary to the law and the evidence, and to demonstrate how the district court abused its discretion. U.S. Bank attached a screenshot from the online Louisiana State Bar

¹³ Moses' motion for new trial does not refer to a specific judgment and begins by asking the district court for a new trial to arrest the seizure and sale of the Property. U.S. Bank on appeal contends that the motion did not refer to the judgment on the exceptions. However, Moses' memorandum supporting his new trial motion refers to the judgment on U.S. Bank's exceptions and the judgment on the injunctive relief.

¹⁴ In Moses' motion for new trial, he also argued that the district court erred in sustaining U.S. Bank's objection to entering the Trust instrument and his affidavit into evidence. Moses further argued that the district court erred in denying a motion he filed to place funds in the registry of the court, wherein he sought to deposit the Trust's central bank money "which may be claimed" by U.S. Bank if the court found that U.S. Bank was the true owner of the note. The district court heard the motion on March 29, 2023, but the judgments and the transcript from the hearing do not contain a ruling on it.

¹⁵ On April 17, 2023, Moses filed an "EMERGENCY MOTION FOR TELEPHONE STATUS CONFERENCE" with an attached memorandum in support, where for the first time he stated that the parties in this case did not stipulate that the preliminary and permanent injunctions would be decided together so the district court could not dismiss his request for permanent injunctive relief. On May 3, 2023, Moses filed a supplemental memorandum in support of his motion for new trial wherein he argued that by failing to make the trustee of the Trust a party to the foreclosure proceeding, the two March 30, 2023 judgments were absolutely null.

Association Membership Directory showing that Moses was a state bar member to support its statement that while the courts must grant vast deference to *pro se* litigants, Moses was licensed to practice law.¹⁶

Moses filed a reply to U.S. Bank's opposition, wherein, among other arguments, he contended that the parties did not stipulate that his request for a preliminary injunction and for a permanent injunction would be decided together, and therefore, the district court could not dismiss his request for a permanent injunction.

The district court held a hearing on Moses' motion for new trial on June 5, 2023. The district court denied the motion in open court and requested a written judgment. On June 8, 2023, Moses filed a notice of intent to apply for a supervisory writ as to the denial of his motion for new trial. He also requested a stay, which the district court denied. On June 26, 2023, the district court signed a judgment, denying Moses' motion for new trial and "designat[ing] this judgment as a FINAL judgment."

On July 10, 2023, Moses filed an application for a supervisory writ, contending that the district court erred in denying his motion for new trial; excluding the Trust instrument from evidence; failing to dismiss U.S. Bank's executory process petition for nonjoinder of an indispensable party; dissolving the TRO and simultaneously denying his request for preliminary and permanent injunctions; denying his motion to continue; and sustaining U.S. Bank's peremptory exception raising the objection of no cause of action and the dilatory exception raising the objections of improper use of summary proceedings and improper cumulation. Moses asked this court to reverse the denial of his motion for new trial, reverse and set aside the September 21, 2022 order granting the

¹⁶ We note that the Louisiana Supreme Court issued an opinion ordering that Moses be suspended from the practice of law on a reciprocal basis for a period of one year. *In re Moses*, 2024-00295 (La. 5/29/24), 385 So.3d 693, 695 (*per curiam*).

seizure and sale of the Property, overrule U.S. Bank’s peremptory exception raising the objection of no cause of action, reverse and vacate the dissolution of the TRO and the denial of his request for preliminary and permanent injunctions, and “sever the preliminary and permanent injunction[s].”

Moses requested a stay from this court. On October 16, 2023, this court denied the request for a stay and referred the writ application to the panel to which the appeal in this matter was assigned.¹⁷ **U.S. Bank National Association v. Moses**, 2023-0661 (La. App. 1 Cir. 10/16/23) (unpublished writ action), writ denied, 2023-01510 (La. 1/17/24), 377 So.3d 247.

On August 25, 2023, Moses filed a motion for devolutive appeal from the June 26, 2023 judgment denying the motion for new trial.

DISCUSSION

Subject Matter Jurisdiction

Appellate courts have a duty to examine subject matter jurisdiction *sua sponte*, even when the parties do not raise the issue. **Dunbar v. Howard**, 2021-1171 (La. App. 1 Cir. 8/16/22), 348 So.3d 738, 743. Our appellate jurisdiction extends to “final judgments,” which are those that determine the merits in whole or in part, and to interlocutory judgments when expressly allowed by law. La. C.C.P. arts. 1841 and 2083. We will initially consider whether we have subject matter jurisdiction over the appeal in this case.

Moses’ motion for appeal refers to the judgment denying his motion for new trial. The established rule in this circuit is that the denial of a motion for new trial is an interlocutory and non-appealable judgment. **Jackson v. Wise**, 2017-1062 (La. App. 1 Cir. 4/13/18), 249 So.3d 845, 849, writ denied, 2018-0785 (La.

¹⁷ In conjunction with his supervisory writ application, Moses also filed a peremptory exception raising the objection of nonjoinder of an indispensable party with this court on July 14, 2024, contending that the trustee of the Trust should have been joined as a defendant in this litigation. This court denied the exception on October 16, 2023. **U.S. Bank National Association v. Moses**, 2023-0661 (La. App. 1 Cir. 10/16/23) (unpublished writ action), writ denied, 2023-01510 (La. 1/17/24), 377 So.3d 247.

9/21/18), 252 So.3d 914. Although the district court designated the judgment denying the motion for new trial as a “FINAL judgment,” the denial of a motion for new trial is interlocutory and is incapable of being appealed, even if the district court attempts to designate the ruling as final and appealable. **Russell v. Liberty Mutual Fire Insurance Co.**, 2023-0198 (La. App. 4 Cir. 9/14/23), 373 So.3d 83, 87-88; **Boquet v. Boquet**, 2018-105 (La. App. 3 Cir. 3/21/18), 241 So.3d 1127, 1130.

However, the Louisiana Supreme Court has directed us to consider an appeal of the denial of a motion for new trial as an appeal of the judgment on the merits as well, when it is clear from the appellant’s brief that he intended to appeal the merits of the case. **Jackson**, 249 So.3d at 849-50. Furthermore, when an unrestricted appeal is taken from a final judgment, the appellant is entitled to seek review of all adverse interlocutory rulings prejudicial to him, in addition to the review of the final judgment. **Jackson**, 249 So.3d at 850. Thus, the interlocutory denial of a motion for new trial is subject to review on appeal in connection with the review of an appealable judgment in the same case. **Jackson**, 249 So.3d at 850.

From Moses’ brief, it is clear that he intended to appeal the merits of the case; therefore, the jurisprudential rule requiring us to consider the appeal of the judgment on the merits applies.¹⁸ See **Jackson**, 249 So.3d at 849-50. We will treat Moses’ appeal as an appeal from the March 30, 2023 judgments, one which

¹⁸ Moses’ statement of jurisdiction in his appellant brief refers to the two judgments signed on March 30, 2023, in addition to the new trial judgment signed on June 26, 2023. His assignments of error, arguments, and the conclusion in his brief refer to the district court’s denial of his request for injunctive relief in one of the March 30, 2023 judgments and to its grant of the peremptory exception raising the objection of no cause of action in the other March 30, 2023 judgment. He urges no assignments of error or arguments as to the district court’s denial of his motion for new trial although the basis of his contentions on appeal and in his motion for new trial are the same.

denied injunctive relief and one which sustained U.S. Bank's exceptions. Thus, we must also consider whether those underlying judgments are final and appealable.

As to the judgment which denied Moses' request for preliminary and permanent injunctions, an appeal may be taken as a matter of right from an order or judgment relating to a preliminary or final injunction. See La. C.C.P. art. 3612(B).¹⁹ Therefore, the judgment denying Moses' request for preliminary and permanent injunctions is an appealable judgment, and we have jurisdiction to review that judgment on appeal.

As to the other March 30, 2023 judgment that underlies the motion for new trial, the judgment sustaining U.S. Bank's exceptions, we must consider whether that judgment is a final appealable judgment. The judgment sustained U.S. Bank's peremptory exception raising the objection of no cause of action and its dilatory exception raising the objections of improper cumulation of actions and improper use of summary proceedings, which had requested the dismissal of Moses' reconventional demand. However, the judgment simply stated that each exception was sustained without specifying what relief was granted as to the reconventional demand.

Louisiana Code of Civil Procedure article 1915 authorizes the immediate appeal of partial final judgments. **Motorola, Inc. v. Associated Indemnity Corp.**, 2002-0716 (La. App. 1 Cir. 4/30/03), 867 So.2d 715, 717. In this regard, La. C.C.P. art. 1915(A) provides, in pertinent part:

A final judgment may be rendered and signed by the court, even though it may not grant the successful party or parties all of the relief prayed for, or may not adjudicate all of the issues in the case, when the court:

(1) Dismisses the suit as to less than all of the parties, defendants, third party plaintiffs, third party defendants, or intervenors.

...

¹⁹ Louisiana Code of Civil Procedure article 3612(B) states, "An appeal may be taken as a matter of right from an order or judgment relating to a preliminary or final injunction...."

(4) Signs a judgment on either the principal or incidental demand, when the two have been tried separately, as provided by Article 1038.

A reconventional demand is an incidental demand. See La. C.C.P. art. 1031(B). Furthermore, the court may order the separate trial of the principal and incidental actions, either on exceptions or on the merits, and may render and sign a separate judgment relative to an incidental demand. See La. C.C.P. art. 1038. In **Motorola**, the granting of the defendant-insurer's motion for summary judgment dismissed the plaintiff's claims against the defendant-insurer and further granted the defendant-insurer all of the relief requested in its reconventional demand, wherein the defendant-insurer had sought a declaratory judgment that it had no obligation to either defend and/or indemnify the plaintiff. **Motorola**, 867 So.2d at 718. As the judgment dismissed one party from the principal demand and resolved all issues between the parties to the defendant-insurer's reconventional demand, this court found it was a partial final judgment immediately appealable under both La. C.C.P. art. 1915(A)(1) and (A)(3) in the context of either demand. **Motorola**, 867 So.2d at 721; see also **Oat Trustee, LLC as Trustee for Girod Titling Trust v. Elite Investment Group LLC**, 2022-0299 (La. App. 1 Cir. 6/21/22), 2022 WL 2230867, *1 (unpublished writ action) (noting the portion of the district court's judgment that sustained a peremptory exception raising the objection of *res judicata* and dismissed the reconventional demands with prejudice was a final appealable judgment). Thus, in the instant appeal, if the district court's judgment sustaining U.S. Bank's exceptions dismissed the entirety of Moses' reconventional demand against U.S. Bank, the judgment would be a partial final judgment.

On August 28, 2023, this court issued an interim order in response to Moses' supervisory writ application wherein this court stated that the March 30, 2023 judgment that sustained the exceptions and the March 30, 2023 judgment that denied the request for injunctive relief could be final appealable judgments to the

extent they dismissed the reconventional demand filed by Moses in its entirety. Because the judgments did not indicate if they dismissed the reconventional demand in its entirety, this court ordered the parties to file briefs with this court on that issue and invited the district court to provide a *per curiam* to this court in which it “gives explicit reasons as to whether the March 30, 2023 judgments resulted in the complete dismissal of the reconventional demand filed by [Moses] and whether those judgments are final and appealable.” **U.S. Bank National Association v. Moses**, 2023-0661 (La. App. 1 Cir. 8/28/23) (unpublished action). While U.S. Bank and Moses filed response briefs in which they contended that the judgment denying Moses’ request for injunctive relief was an appealable judgment pursuant to La. C.C.P. art. 3612 and the judgment sustaining U.S. Bank’s exceptions did not adjudicate all of Moses’ claims in his reconventional demand, this court received no response from the district court. Therefore, because it is unclear whether the reconventional demand against U.S. Bank was dismissed in its entirety, we cannot consider the judgment on U.S. Bank’s exceptions to be a partial final judgment pursuant to La. C.C.P. art. 1915(A). The judgment is also not a final judgment for purposes of an immediate appeal pursuant to La. C.C.P. art. 1915(B)(1) and (2) because the district court did not designate the judgment “as a final judgment ... after an express determination that there is no just reason for delay.” As earlier stated, we have already determined that the judgment denying Moses’ request for injunctive relief was appealable pursuant to La. C.C.P. art. 3612(B) because it relates to preliminary and permanent injunctions. Thus, the only final appealable judgment before this court is the March 30, 2023 judgment denying Moses’ request for injunctive relief.

Writ Application

Moses also filed a notice of intent to seek a supervisory writ as to the judgment denying his motion for new trial, which, as discussed earlier, partly

concerned the underlying judgment sustaining U.S. Bank's exceptions. Because the judgment sustaining the exceptions is a non-appealable judgment and involves interlocutory rulings, we note that a motion for new trial does not serve to extend the delays for filing a writ from the district court's interlocutory rulings. Therefore, Moses' request for this court's supervisory review of the interlocutory rulings is untimely.²⁰ See **State By and Through Caldwell v. Teva Pharmaceuticals Industries, Ltd.**, 2016-0990 (La. App. 1 Cir. 10/31/16), 2016 WL 6426505, *1 (unpublished writ action). Moreover, Moses' motion for new trial is not an authorized procedure for seeking review of interlocutory rulings. See **State By and Through Caldwell**, 2016 WL 6426505 at *1; **Allstate Insurance Co. v. Mohamadian**, 2009-1126 (La. App. 1 Cir. 2/17/10), 35 So.3d 1118, 1121. Therefore, Moses' writ application is denied insofar as it seeks review of that part of the district court's judgment denying Moses' motion for new trial regarding the judgment sustaining U.S. Bank's exceptions. The writ application is also denied to the extent it seeks review of the judgment sustaining U.S. Bank's exceptions.

Merits of the Appeal

Having determined that the only appealable judgment before this court is the judgment denying Moses' request for injunctive relief, we will now review the merits of Moses' appeal as to that judgment. On appeal, Moses contends that the district court erred in dissolving the TRO protecting the rights of the trustee, in

²⁰ A party intending to apply to this court for a supervisory writ shall give notice of such intention by requesting a return date to be set by the trial court, which shall not exceed thirty days from the date of the notice of judgment. See Uniform Rules—Courts of Appeal, Rules 4-2 and 4-3. In this case, the judgment on the motion for new trial was signed on June 26, 2023; notice of the judgment was mailed on June 28, 2023; Moses' notice of intent to seek a supervisory writ was filed on June 8, 2023; and the return date was set for and the writ was filed on July 10, 2023. While the notice of intent was filed within thirty days of the notice of the judgment of the denial of the motion for new trial, we must consider whether the notice of intent was filed within thirty days of the notice of the judgment sustaining the exceptions. The district court's judgment on the exceptions was signed on March 30, 2023, after the court took the matter under advisement, and notice of the judgment was mailed on April 3, 2023. The notice of intent to seek a supervisory writ was filed on June 8, 2023, beyond the thirty-day period set forth in Uniform Rules—Courts of Appeal, Rule 4-3.

denying his request for preliminary and permanent injunctive relief, and in granting U.S. Bank's petition to enforce the security interest, alleging that the secured debt was extinguished or legally unenforceable based on sovereign immunity.²¹ An injunction shall be issued in cases where irreparable injury, loss, or damage may otherwise result to the applicant, or in other cases specifically provided by law. La. C.C.P. art. 3601(A). A preliminary injunction is an interlocutory judgment designed to preserve the status quo between the parties pending a trial on the merits. **Stevens Construction & Design, L.L.C. v. St. Tammany Fire Protection District No. 1**, 2018-1759 (La. App. 1 Cir. 1/16/20), 295 So.3d 954, 957-58 (*en banc*), writ denied, 2020-00977 (La. 11/4/20), 303 So.3d 650. A preliminary injunction is issued in summary proceedings incidental to the main demand for permanent injunctive relief. **Concerned Citizens for Proper Planning, LLC v. Parish of Tangipahoa**, 2004-0270 (La. App. 1 Cir. 3/24/05), 906 So.2d 660, 664. Generally, a party seeking the issuance of a preliminary injunction must show that it will suffer irreparable injury if the injunction does not issue and must show entitlement to the relief sought; this must be done by a *prima facie* showing that the party will prevail on the merits of the case. **Concerned Citizens**, 906 So.2d at 664.

In contrast, the principal demand of the permanent injunction is determined on its merits only after a full trial in an ordinary proceeding, in which the party

²¹ We will not consider the assignments of error Moses urges related to the other March 30, 2023 judgment sustaining U.S. Bank's exceptions, which as earlier discussed, is not an appealable judgment. As to that judgment, Moses contends that the district court erred in sustaining U.S. Bank's peremptory exception raising the objection of no cause of action and in denying his emergency motion for receivership appointment. We are aware that an appellant is entitled to review of adverse interlocutory rulings prejudicial to him in an unrestricted appeal of a final judgment. See Rise St. James v. Louisiana Department of Environmental Quality, 2023-0578 (La. App. 1 Cir. 1/19/24), 383 So.3d 956, 972 n.26. However, because we are vacating the part of the district court's judgment denying the permanent injunction and are only considering the merits of that part of the judgment denying the preliminary injunction, appellate review of the district court's interlocutory judgment sustaining the exceptions and denying the receivership motion is improper at this time. See Hill v. Jindal, 2014-1757 (La. App. 1 Cir. 6/17/15), 175 So.3d 988, 998 n.15, writ denied, 2015-1394 (La. 10/23/15), 179 So.3d 600.

seeking injunctive relief must carry its burden of proof by a preponderance of the evidence, rather than by a *prima facie* showing. See Moore v. iDream Enterprises, Inc., 2022-0418 (La. App. 1 Cir. 12/14/23), 380 So.3d 625, 630, writ denied, 2024-00067 (La. 3/5/24), 380 So.3d 569. Nevertheless, parties may agree to consolidate the trial on the merits of a permanent injunction with the hearing on the preliminary injunction. **Moore**, 380 So.3d at 630. However, the parties must expressly agree to submit the case for final decision at the hearing on the rule for a preliminary injunction. See Mary Moe, L.L.C. v. Louisiana Board of Ethics, 2003-2220 (La. 4/14/04), 875 So.2d 22, 29; **Moore**, 380 So.3d at 630. Otherwise, even though the summary hearing on the rule for a preliminary injunction may tentatively decide merit issues, the district court must decide the principal demand for a permanent injunction on its merits only after a full trial under ordinary process. **Moore**, 380 So.3d at 630.

In this case, while the judgment states that Moses' request for preliminary and permanent injunctions to arrest the seizure and sale was denied and that the TRO was dissolved, there is no indication from the record on appeal that the parties stipulated that the trial of the permanent injunction was consolidated with the hearing on the preliminary injunction. All matters were set for hearing on March 27, 2023, as U.S. Bank alleges in its brief, noting that Moses by his own motion set the permanent injunction for hearing on that date. When the hearing began, the district court directed the parties to initially argue Moses' motion for a continuance as to all matters set for that date. The district court asked Moses what prevented him from going forward with "the request on the injunctive relief." When Moses responded that the parties wanted to "hear all of the matters at one time," the district court stated that "the residual matters" would be heard on March 30, 2023, and then said, "Let me hear your TRO." Moses then referred to his request for a preliminary injunction, to which U.S. Bank responded by arguing that

the district court should dissolve the TRO and it should be allowed to proceed with the sheriff's sale. In his response, Moses referred to his preliminary injunction request, and U.S. Bank countered by arguing that Moses had not made a *prima facie* case. At the end of the hearing, the district court initially told the parties to submit proposed judgments "on the petition for injunctive relief, but preliminary injunction, and the issue of the TRO." The district court then stated, "I just simply want today a judgment -- a date to send me the ruling on the merits of the petition for preliminary injunction."

In Moses' motion for appeal, he stated that the district court, in denying a motion for a preliminary injunction, could not dismiss the suit on the merits for a permanent injunction, absent a stipulation. On appeal, Moses contends that the district court erred by deciding the permanent injunction when there was no stipulation between the parties to hear both the preliminary and permanent injunctions. He also asserts that the dilatory exception raising the objections of improper use of summary proceedings and improper cumulation of actions filed by U.S. Bank was evidence of the fact that the parties did not stipulate to hearing the preliminary and permanent injunctions together.

As these hearings were for preliminary injunctive relief, the district court could not deny Moses' request for a permanent injunction at a hearing on a preliminary injunction. See Zachary Mitigation Area, LLC v. Tangipahoa Parish Council, 2016-1675 (La. App. 1 Cir. 9/21/17), 231 So.3d 687, 692. Therefore, in accordance with our prior discussion, the district court erred in denying Moses' request for a permanent injunction, and we must vacate that part of the judgment.

Having determined that the March 27, 2023 hearing was for preliminary injunctive relief and vacating that part of the judgment concerning permanent injunctive relief, the judgment for review on appeal only concerns the dissolution

of the TRO and the denial of preliminary injunctive relief. In considering Moses' contentions as to the preliminary injunction, that the district court erred in finding that the debt was not extinguished or legally unenforceable, Moses asserts that the district court had to accept the allegations in his reconventional demand and any attachments regarding his transfer of the Property to the Trust as true. He also alleges that a previously-issued TRO protected his authority to act under the provisions of the Trust and that a previously-issued permanent injunction protected his possession of the Property. Additionally, he argues that the Atakapa Indian Tribe has sovereign immunity from suits on contracts.

As to the district court's denial of Moses' request for a preliminary injunction, we find that the district court was correct in refusing to grant a preliminary injunction. The district court's ruling granting or denying a preliminary injunction will not be disturbed on review unless a clear abuse of discretion has been shown. **Moore**, 380 So.3d at 629-30. Even assuming that the Property was transferred to the Trust after the Mortgage was executed, the Trust did not need to be made a party to the proceedings. Louisiana Code of Civil Procedure article 2701 states:

A mortgage or privilege evidenced by authentic act importing a confession of judgment, affecting property sold by the original debtor or his legal successor to a third person, may be enforced against the property without reference to any sale or alienation to the third person. The executory proceeding may be brought against the original debtor, his surviving spouse in community, heirs, legatees, or legal representative, as the case may be. The third person who then owns and is in possession of the property need not be made a party to the proceeding.

As to Moses' contentions regarding the Note, the Note became bearer paper when Wells Fargo endorsed the note without making it payable to any other person or entity. See La. R.S. 10:3-109, 205(a) and (b).²²

²² Louisiana Revised Statutes 10:3-109(c) states, in pertinent part: "An instrument payable to an identified person may become payable to bearer if it is indorsed in blank pursuant to R.S. 10:3-205(b)." Louisiana Revised Statutes 10:3-205(b) states: "If an indorsement is made by the holder

Lastly, Moses submits no authority to support his claim that the Trust enjoys sovereign immunity. We note that in federal litigation related to the Trust, the court rejected Moses' independent sovereign assertions, stating, "To be clear, federal courts do not cede their authority to individual citizens invoking the ideology of the Sovereign Citizens Movement. Mr. Moses is not only subject to state and federal laws in general, he is also subject to the rules and regulations governing practicing attorneys." (footnote omitted). **In re: Atakapa Indian de Creole Nation**, 22-539-BAJ-RLB (M.D. La. Oct. 19, 2022), 2022 WL 16839499, *5 (unpublished), report and recommendation adopted, 22-00539-BAJ-RLB (M.D. La. Nov. 8, 2022), 2022 WL 16838786 (unpublished). Moses' contention that the district court erred in dissolving the TRO also has no merit because, as earlier noted, La. C.C.P. art. 2752 forbids the issuance of a TRO in an executory proceeding to arrest the seizure and sale of immovable property. For these reasons, the district court did not abuse its discretion in denying Moses' request for preliminary injunctive relief, and Moses' contentions in his appeal have no merit.

CONCLUSION

For the foregoing reasons, we deny the writ application filed by Edward Moses, Jr. We vacate that part of the March 30, 2023 judgment that denied Edward Moses, Jr.'s request for a permanent injunction to arrest the seizure and sale of the immovable property. In all other respects, we affirm those parts of the March 30, 2023 judgment denying Edward Moses, Jr.'s request for preliminary injunctive relief and dissolving the temporary restraining order. The case is

of an instrument and it is not a special indorsement, it is a 'blank indorsement.' When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed." Cf. La. R.S. 10:3-205(a), which states in pertinent part:

If an indorsement is made by the holder of an instrument, whether payable to an identified person or payable to bearer, and the indorsement identifies a person to whom it makes the instrument payable, it is a "special indorsement." When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person.

remanded for further proceedings consistent with this opinion. Costs of this appeal shall be shared one-half by U.S. Bank National Association, not in Its Individual Capacity but Solely as Trustee for the RMAC Trust, Series 2018 G-CTT, and one-half by Edward Moses, Jr.

WRIT DENIED; JUDGMENT VACATED IN PART, AFFIRMED IN PART; REMANDED.