

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION**

™STEVEN MACARTHUR-BROOKS©
ESTATE, ™STEVEN MACARTHUR-
BROOKS© IRR TRUST,

Plaintiffs,

v.

ALEJANDRO MORENO, SHANNON
PETERSON, TERESA H. CAMPBELL,
SHIRLEY JACKSON, SHERYL
FLAUGHER, NATHAN SCHMIDT,
CAROLYN KISSICK, RYAN LITTLE,
SCOTT CARROLL, RUBIE DONAGHY,
SHEPPARD MULLIN RICHTER &
HAMPTON LLP, SAN DIEGO COUNTY
CREDIT UNION, SOUTH FLORIDA
AUTO RECOVERY, DOES 1-100
INCLUSIVE,

Defendants.

Case No. 1:24-cv-24273-RKA

Judge: Roy K. Altman

**SDCCU DEFENDANTS' OPPOSITION TO PLAINTIFFS' DEMAND/MOTION TO
EXPEDITE SUMMARY JUDGMENT**

I. INTRODUCTION

Based on the repossession of his vehicle, Steven MacArthur-Brooks' ("Brooks") caused his Trust and Estate, Plaintiffs Steven MacArthur-Brooks Estate (the "Estate") and Steven MacArthur-Brooks IRR Trust (the "Trust" and collectively, the "Plaintiffs"), to file this lawsuit against San Diego County Credit Union ("SDCCU"); its attorneys Defendants Alejandro Moreno and Shannon Petersen; its employees Defendants Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Rubie Donaghy; and its law firm Sheppard Mullin Richter & Hampton LLP (collectively, the "SDCCU Defendants").

Soon after the SDCCU Defendants filed a motion to compel arbitration, Plaintiffs filed a “Verified Demand/Motion to Expedite Summary Judgment, As A Matter of Law, Without Hearing” (the “Motion for Summary Judgment”), “Verified Notice of Defendants’ Failure to Rebut or Provide Evidence and Confirmation of Dishonor and Default of All Defendants,” and related filings, demanding that summary judgment be granted in their favor in the amount of **\$2.975 billion**. (ECF No. 6 at p. 1.) Plaintiffs have since increased their request to **\$13.975 billion**, with a putative penalty of \$1 billion per day. (See ECF Nos. 10 at p. 9; ECF No. 13 at p. 5.)

Plaintiffs claim they are entitled to \$13.975 billion because the SDCCU Defendants failed to “rebut” three affidavits, which Brooks sent to the SDCCU Defendants prior to filing his complaint. (*Id.* ¶¶ 1-3.) Plaintiffs claim, pursuant to “God’s Law” and the Bible, that the “unrebutted” affidavits establish that there are no genuine issues of material fact in dispute, entitling them to summary judgment. (See ECF No. 6 at pp. 6-7.)

The Court should deny Plaintiffs’ Motion for Summary Judgment for several reasons. First, the Trust and Estate cannot represent themselves. Brooks and Kevin Walker purport to represent the Trust and Estate *pro se*, but they are not attorneys. Thus, the Trust and Estate cannot act through Brooks or Walker.

Second, Plaintiffs fail to support their motion with any material facts or evidence, much less undisputed facts. Plaintiffs appear to claim that they are entitled to summary judgment because the SDCCU Defendants failed to respond to and thus admitted to their absurd demands for over a billion dollars due to the repossession of Brooks’ vehicle. This is factually incorrect. The SDCCU Defendants responded to and rejected Plaintiffs’ claims and never admitted to those demands by silence or otherwise. In any event, the law does not support Plaintiffs’ claims that they are entitled to summary judgment of nearly \$13.975 billion because the SDCCU Defendants

allegedly failed to respond to their pre-litigation demand. Moreover, Plaintiffs have not presented any actual evidence to support their demand. By contrast, filed contemporaneously herewith, the SDCCU Defendants have filed Declarations of Ryan Little and Shannon Z. Petersen, which are referred to herein.

Accordingly, the Court should deny Plaintiffs' Motion for Summary Judgment. Alternatively, the Court should stay its ruling on the Motion pending a ruling on the SDCCU Defendants' Motion to Compel Arbitration and Stay Proceedings. (*See* ECF No. 4.)

II. BACKGROUND

A. **Brooks Defaulted On His Loan Obligations**

On January 25, 2020, Brooks entered into a Retail Installment Sale Contract ("RISC") to finance the purchase of a 2018 GMC Sierra (the "Vehicle") from Lexus Escondido. Little Decl., ¶ 3, Ex. A. Lexus Escondido assigned the RISC to SDCCU. *Id.* ¶ 4. After obtaining a loan from SDCCU, which was secured by the Vehicle, Brooks moved to Florida and defaulted on his payment obligations. *Id.* ¶ 5. SDCCU mailed Brooks a notice dated July 5, 2024, stating that payment arrangements must be made within 10 days of the notice; otherwise, his loan could be accelerated, and his full loan balance would become due and payable. *Id.* Brooks failed to make payment arrangements within the 10-day timeframe. *Id.* Thus, on September 25, 2024, SDCCU repossessed the Vehicle. *Id.* ¶ 6.

B. **Brooks Caused His Trust and Estate To File This Lawsuit**

Thereafter, Brooks caused his Trust and Estate to file this action against South Florida Auto Recovery and the SDCCU Defendants, initially claiming **\$2.95 billion** in damages. (Compl. ¶ 17.) His Trust and Estate alleged 16 causes of action arising from the repossession of the Vehicle, including: (1) fraud, (2) breach of contract, (3) embezzlement, (4) identity theft, (5) monopolization of trade and commerce, (6) deprivation of rights, (7) receiving extortion proceeds,

(8) false pretenses, (9) extortion, (10) racketeering, (11) bank fraud, (12) transportation of stolen property, money and securities, (13) slander of title, (14) replevin or compensation, (15) declaratory judgment and relief, and (16) summary judgment for \$2.95 billion.

In the complaint, Plaintiffs claim that Brooks sent a contract to SDCCU and its employees, asserting that they owe him \$10 million. (Compl. ¶ 15, Ex. E.) They contend that SDCCU's "silent acquiescence" constitutes acceptance of the purported \$10 million "contract." (Compl. ¶ 16.)

Further, Plaintiffs claim that the SDCCU Defendants owe them \$2.95 billion as detailed in the invoice titled "SANDIEGOCREDITDISHONOR24" because the SDCCU Defendants "DO NOT have **any** valid, legal, or lawful interest in, or claim to [the Vehicle]" under "God's Law[.]" (Compl., Ex. E, ¶ 15 (emphasis in original).) The "invoice" lists various fees, including \$100 million for preparing the invoice; \$500 million for "Deprivation of rights under color of law"; \$11 million for "Protection of foreign officials, official guests, and internationally protected persons"; and \$1 billion for fraud, conspiracy, theft, etc. (*See* Compl., Ex. E.)

In the "Affidavits" attached to the complaint, Brooks asserts that if the SDCCU Defendants claim they are the true creditor of the Vehicle, they "**must cease any and all collection activity and surrender the Title to [the Vehicle].**" (*See e.g.*, Compl., Ex. F (emphasis in original).) Brooks further states that if the SDCCU Defendants do not respond, "I MUST be the true CREDITOR in this matter . . . and [the SDCCU Defendants] are guilty of fraud, extortion, embezzlement, larceny, and banking and securities fraud." *Id.* Brooks claims that, pursuant to various Bible verses, his un rebutted Affidavits constitute the \$2.95 billion judgment in this matter. (Compl. ¶¶ 20-25, Exs. F-J.)

Brooks and an individual named Kevin Walker purport to represent the Trust and Estate “in propria persona.” (See Compl.) Brooks and Walker are not attorneys. They are not admitted to practice law in Florida or anywhere else.¹ (See Additional Facts ¶ 15, Petersen Decl. ¶ 2.)

C. Plaintiffs’ Motion for Summary Judgment And Related Filings

On November 18, 2024, Brooks caused his Trust and Estate to file the instant Motion for Summary Judgment. (ECF No. 6.) In the Motion, Plaintiffs contend that summary judgment in the amount of \$2.975 billion is due in their favor because the SDCCU Defendants failed to rebut and respond to the affidavits that Brooks sent to them regarding the \$2.975 billion invoice he created in response to the repossession of his Vehicle. (*Id.* at pp. 1-2; *see also* Compl., Exs. E, F, H.) Now, Plaintiffs claim they are entitled to **\$13.975 billion**, as of November 26, 2024, with a putative penalty of **\$1 billion** per day. (ECF Nos. 10, 12-13.)

In their Statement of Material Facts, they claim that three affidavits that Brooks sent to the SDCCU Defendants prior to filing their complaint, constitute “self-executing” contracts between the SDCCU Defendants and Plaintiffs. (ECF No. 12 at ¶ 1.) Plaintiffs claim that the “UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN COMMERCE,” pursuant to the Bible (Hebrews 6:16-17). (ECF No. 6 at p. 7.) Plaintiffs further claim that “all issues are considered settled according to the principles of res judicata” and serve as the parties’ agreement. (*Id.* at pp. 2-3.)

Additionally, in the Motion, Plaintiffs contend that SDCCU’s attorneys, Shannon Petersen and Alejandro Moreno, were “not added as defendants in error” because they “dishonored

¹ See <https://www.floridabar.org/directories/find-mbr/?barNum=&fName=kevin&lName=walker.ste> and <https://www.floridabar.org/directories/find-mbr/?lName=brooks&fName=steven&sdx=N&eligible=N&deceased=N&pageNumber=1&pageSize=10>.

Plaintiffs” by sending Brooks correspondence stating his affidavits were nonsensical and lacked any basis in facts or the law. (*Id.* at p. 4, Exs. Q-T.) Plaintiffs support their Motion with references to “God’s Law – Moral and Natural Law,” various passages from the Bible, and random case law that has no application to this case. (*See* ECF No. 6 at pp. 6-7.)

III. LEGAL STANDARD

Summary judgment is only appropriate under Rule 56 of the Federal Rules of Civil Procedure if the moving party demonstrates the absence of a genuine issue of material fact and entitlement to judgment as a matter of law. *See* Fed. R. Civ. P. 56(c). The burden is clearly on the moving party. *Id.*; *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). A fact is material when, under the governing substantive law, it could affect the outcome of the case. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute is genuine if a reasonable jury could return a verdict for the nonmoving party. *See Anderson*, 477 U.S. at 248. When making this determination, the court must view all inferences drawn from the underlying facts in the light most favorable to the nonmoving party. *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986).

IV. THE COURT SHOULD DENY PLAINTIFFS’ MOTION FOR SUMMARY JUDGMENT

A. The Trust and Estate Cannot Represent Themselves

As an initial matter, Plaintiffs’ Motion should be denied and stricken because the Trust and Estate cannot represent themselves. First, Brooks’ Estate does not yet exist. Under Florida law, an “estate” is defined as “the property of a decedent that is the subject of administration.” Fla. Stat. § 731.201(14). The term “decedent” means a “dead person.” Decedent, Black’s Law Dictionary (12th ed. 2024). The fact that Brooks is attempting to represent the Plaintiffs *pro se* is evidence that he is, in fact, alive. Consequently, the fact that Brooks has initiated this lawsuit

through his “estate” against the SDCCU Defendants lacks reason and is fundamentally flawed. The “Estate” does not exist because Brooks is not dead. Thus, the Estate’s claims against the SDCCU Defendants must be dismissed.

Furthermore, the Trust and Estate cannot proceed in this lawsuit because they are not represented by counsel. *See J.J. Rissell, Allentown, PA Tr. v. Marchelos*, 976 F.3d 1233, 1235 (11th Cir. 2020) (“A trust, like a corporation, ‘is an artificial entity that can act only through agents, cannot appear *pro se*, and must be represented by counsel.”); *Reshard v. Britt*, 839 F.2d 1499, 1503 (11th Cir. 1988) (affirming district court order disqualifying personal representatives of an estate from proceeding *pro se*); *Wazen v. Blackmon*, 2011 U.S. Dist. LEXIS 167067, at *11 n.2 (N.D. Fla. Feb. 18, 2011) (“The estate of the decedent is a separate legal entity from the individual plaintiff. Therefore, this case could only be maintained through counsel.”).

Brooks and Kevin Walker purport to represent the Trust and Estate *pro se*, but they are not attorneys. Consequently, Brooks and Walker cannot legally represent the Trust and Estate. Thus, Plaintiffs’ Motion for Summary Judgment should be denied and/or stricken.

B. Plaintiffs Have Not Submitted Any Evidence Entitling Them To \$13.975 Billion

Plaintiffs have failed to submit any actual evidence supporting their claim for \$13.975 billion. (*See* ECF Nos. 6, 12.) Instead, Plaintiffs have attached to their Motion exhibits of correspondence from SDCCU’s counsel, advising Brooks of the following: (i) his affidavits are nonsensical and lack any basis in facts or the law; (ii) his claims are baseless, and SDCCU explicitly denies any allegations of wrongdoing; (iii) he is not an attorney; and (iv) he should cease direct communications with SDCCU and its employees. (*Id.*, Exs. Q-T.) Nothing in these letters supports Plaintiffs’ claim for \$13.975 billion relating to the repossession of the Vehicle, nor does it meet the evidentiary standard required for a motion for summary judgment.

In their Statement of Material Facts, Plaintiffs reference, but do not attach, three affidavits that they claim were sent to the SDCCU Defendants before they filed their complaint. (ECF No. 12 ¶ 1.) The Plaintiffs assert, pursuant to the Bible, specifically Hebrews 6:16-17, that these affidavits constitute “self-executing” contracts between the SDCCU Defendants and Plaintiffs, purportedly establishing their entitlement to \$13.95 billion. (*Id.* ¶ 8.) However, the law does not recognize the concept of a unilateral, self-executing, unsigned contract in the form of a self-serving affidavit. Consequently, these affidavits fail to substantiate Plaintiffs’ claim for \$13.975 billion and an additional \$1 billion per day in penalties.

Further, Plaintiffs’ unsupported theory of liability appears to be premised on the claim that the SDCCU Defendants failed to respond to their absurd demands and thus conceded to these demands. This is factually incorrect. The SDCCU Defendants did respond to Plaintiffs’ claims, denying them as meritless. (*See* Additional Facts ¶¶ 16-23, Petersen Decl. ¶¶ 3-11, Exs. A-F.) Thus, disputed issues of material fact also defeat Plaintiffs’ motion.

For these additional reasons, the Court should deny Plaintiffs’ Motion for Summary Judgment.

V. ALTERNATIVELY, THE COURT SHOULD STAY ITS DECISION ON PLAINTIFFS’ MOTION FOR SUMMARY JUDGMENT

On November 15, 2024, the SDCCU Defendants filed a Motion to Compel Arbitration and Stay Proceedings. (ECF No. 4.) Thus, Plaintiffs’ Motion for Summary Judgment should be stayed pending a ruling on the SDCCU Defendants’ Motion to Compel Arbitration and Stay Proceedings.

VI. CONCLUSION

For these reasons, the Court should deny Plaintiffs’ Motion for Summary Judgment or stay its decision on Plaintiffs’ Motion pending a ruling on the SDCCU Defendants’ Motion to Compel Arbitration and Stay Proceedings.

Respectfully submitted,

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By: */s/ Michael D. Starks*

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Kissick, Ryan Little, Scott Carroll, Rubie
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Hampton LLP, and San Diego County
Credit Union*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of November, 2024, I electronically caused the foregoing document to be filed with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record in the manner specified via transmission of Notices of Electronic Filing generated by CM/ECF, as well as on Plaintiffs by email at kevinwalker@me.com; macbrooks17@aol.com; steven@walkernovagroup.com; and team@walkernovagroup.com, and by US Mail at 15822 North West 87th Court, Miami Lakes, Florida 33018.

/s/ Michael D. Starks

MICHAEL D STARKS

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION**

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Judge: Roy K. Altman

[PROPOSED] ORDER

Having reviewed and considered Plaintiffs Steven MacArthur-Brooks Estate and Steven MacArthur-Brooks IRR Trust's (collectively, "Plaintiffs") Verified Demand/Motion to Expedite Summary Judgment, As A Matter of Law, Without Hearing (the "Motion for Summary Judgment"), the Opposition of Defendants Alejandro Moreno, Shannon Petersen, Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Rubie Donaghy, Sheppard Mullin Richter & Hampton LLP, and San Diego County Credit Union's (the "SDCCU Defendants"), and the Plaintiffs' Reply, and all other pleadings and documents properly before the Court, it is hereby:

ORDERED that Plaintiffs' Motion for Summary Judgment is DENIED.

Dated this _____ day of _____, 2024.

Hon. Roy K. Altman