IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL DISTRICT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2024020644CA01

™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.

SDCCU DEFENDANTS' MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS

Defendants 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 Defendant law firm Sheppard Mullin Richter & Hampton LLP ("Sheppard Mullin") (collectively, the "SDCCU Defendants"[1]) file this Motion to Compel Arbitration and

[1] The SDCCU Defendants do not include Defendant South Florida Auto Recovery.

Stay Proceedings pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 3 and 4, the Arbitration Provision in the Retail Installment Sale Contract, and applicable case law.

I. INTRODUCTION

The Court should compel Plaintiffs Steven MacArthur-Brooks Estate (the "Estate") and the Steven MacArthur-Brooks IRR Trust (the "Trust") to arbitrate their claims against the SDCCU Defendants. Steven MacArthur-Brooks ("Brooks") cannot avoid arbitration by having his Trust and Estate file this lawsuit on his behalf. A valid arbitration agreement exists between Brooks and SDCCU, which also extends to claims brought by the Brooks' Trust and Estate against SDCCU and its employees and attorneys. These claims fall within the scope of the arbitration agreement, which is fully enforceable. Accordingly, the Court should grant this motion, compel arbitration, and stay this action against the SDCCU Defendants pending arbitration.

First, Brooks agreed to arbitrate claims like this one against SDCCU and its agents and employees. Brooks entered into a Retail Installment Sale Contract ("RISC") to finance the purchase of a vehicle with SDCCU. Little Decl., Ex. A. The RISC contains a broad Arbitration Provision, which Brooks signed, agreed to, and is bound by. This provision specifically applies to SDCCU and its "employees, agents, successors, or assigns"—which includes SDCCU's employees and attorneys. The Arbitration Provision also extends to Brooks' "successors or assigns," which encompass his Trust and Estate. Thus, a valid arbitration agreement exists between Plaintiffs and the SDCCU Defendants.

Second, the Arbitration Provision encompasses this dispute. The Provision applies to "[a]ny claim or dispute, whether in contract, tort, statute, or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), . . . which arises out of or relates to your credit application, purchase, or condition of this vehicle, this

contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract)[.]"

Although Plaintiffs' *pro se* Complaints are chaotic, confusing, and frivolous, the underlying dispute arises from the repossession of Brooks' vehicle by SDCCU after Brooks defaulted on his loan obligations under the RISC by failing to make payments due. *See e.g.,* Compl. ¶¶ 10, 14, 51, 53, 86, 95; FAC ¶¶ 12, 19, 83, 86, 88, 101-102, 176, 193. Plaintiffs' claim for $2.95 ***billion*** arise from and relate to the purchase of the vehicle, the RISC, and resulting transactions and relationships concerning the repossession of the vehicle by SDCCU. Given the strong public policy favoring arbitration, any ambiguity regarding the scope of the Arbitration Provision must be resolved in favor of arbitration.

Third, the arbitration agreement is enforceable. Plaintiffs cannot demonstrate that Brooks was induced into arbitration by fraud or duress. Although Plaintiffs allege there was fraud related to the vehicle's repossession, they do not specifically challenge the Arbitration Provision itself as fraudulent in either the Complaint or Amended Complaint. Thus, the Plaintiffs cannot establish fraud or duress.

Moreover, Plaintiffs cannot prove unconscionability. There was no oppression or surprise involved—the Arbitration Provision was prominently displayed in the RISC, including in bold, all-caps lettering. The substantive terms are not so one-sided as to "shock the conscience," but are instead bilateral and fair. Therefore, the Arbitration Provision is not unconscionable.

For these reasons, the Court should grant the SDCCU Defendants' motion, compel arbitration, and stay this action pending arbitration.

II. FACTUAL BACKGROUND

A. Brooks Agreed to Arbitrate Disputes Like This One With the SDCCU Defendants.

On January 25, 2020, Brooks entered into a RISC to finance the purchase of a 2018 GMC Sierra (the "Vehicle") from Lexus Escondido. Little Decl., ¶ 3, Ex. A. The RISC contains an Arbitration Provision, which provides, in relevant part, as follows:

> **ARBITRATION PROVISION**
> **PLEASE REVIEW – IMPORTANT – AFFECTS YOUR LEGAL RIGHTS**
>
> **1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.** . . .
>
> Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase, or condition of this vehicle, this contract or any resulting transaction or relationship including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. . .
>
> Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

Brooks signed the RISC, just below the bolded, all-caps notice, which states:

> **YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ABOVE, BEFORE SIGNING BELOW. YOU CONFIRM YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

Id. Lexus Escondido assigned the RISC to SDCCU. *Id.* ¶ 4.

B. SDCCU Repossessed the Vehicle After Brooks Defaulted On Payments.

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.

III. PROCEDURAL HISTORY

A. Despite Agreeing to Arbitration, Brooks Caused Plaintiffs to File This Dispute In Court.

On October 28, 2024, Brooks caused his Trust and Estate to file the original Complaint against South Florida Auto Recovery and the SDCCU Defendants, claiming $2.95 ***billion*** in damages. Compl. ¶ 17. His Trust and Estate alleged 16 causes of action in the original Complaint 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***.

Plaintiffs claim in the original Complaint 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, they 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 "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 unrebutted Affidavits constitute the $2.95 billion judgment in this matter. Compl. ¶¶ 20-25, Exs. F-J.

Brooks and a third party individual named Kevin Walker purport to represent the Trust and Estate "sui juris" and "in propria persona." *See* Compl.; FAC. Brooks and Walker are not attorneys. They are not admitted to practice law in Florida or anywhere else.[2]

B. The SDCCU Defendants Removed The Action To Federal Court, Which Remanded The Case Because Plaintiffs' Federal (Indeed, All) Claims Are Frivolous.

On November 1, 2024, the SDCCU Defendants removed the action to the United States District Court for the Southern District of Florida. *See* Federal Docket, Exhibit 1 hereto. On January 6, 2025, the federal court, after reviewing the Plaintiffs' Complaint, issued a *sua sponte* order remanding the case to this Court. Order Remanding Case, Exhibit 2 hereto, which is published as *Steven MacArthur-brooks Est. v. Moreno*, 2025 U.S. Dist. LEXIS 1362, at *23 (S.D. Fla. Jan. 3, 2025). The federal court explained "*nine* of those federal-law counts are premised on federal criminal statutes that create no private right of action at all-so *they* can't sustain our subject-matter jurisdiction over this case. And the remaining two federal-law counts are so frivolous and insubstantial that we don't think they raise a federal question." Ex. 2 at p. 3 (emphasis in original).

[2] *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.

The federal court also noted, "Their Complaint includes almost no facts. Instead, it's a gallimaufry of nonsensical legal conclusions-inapposite legal maxims jumbled together with insubstantial claims, seasoned liberally with citations to the Uniform Commercial Code (the 'UCC')." Ex. 2 at p. 1. "Here, the Plaintiffs are clearly advancing a 'common sovereign citizen theory,' which is that Public Law 73-10 and UCC 3-104 entitle them to satisfy, with fake money, a real debt they owe the Defendants. . . . The Plaintiffs root all of their claims, including their references to the Sherman Act and RICO, in this frivolous sovereign-citizen theory. ***So, the entire Complaint is frivolous.***" *Id.* at p. 15 (emphasis added and citations omitted).

The federal court also found that MacArthur-Brooks and Walker are barred from representing the trust (and presumably the estate) on the ground that a trust cannot appear pro se and must be represented by counsel. Ex. 2 at p. 15. In fact, the federal court went as far as holding the Trust "isn't properly represented, and any findings made on its behalf by MacArthur-Brooks and Walker are invalid. To avoid any ambiguity, we'll strike all filings made on behalf of the Trust by MacArthur-Brooks and Walker." *Id.* at pp. 19-20. The Court further stated it "will impose sanctions against MacArthur-Brooks and Walker if they continue to file frivolous documents in this case or purport to act on behalf of each other or the trust. *Id.* at p. 20.

C. Plaintiffs File A First Amended Complaint, Alleging Even More Frivolous Claims

Despite the federal court's order, informing Plaintiffs that a trust cannot appear pro se and that MacArthur-Brooks and Walker cannot purport to act on behalf of each other or the trust, MacArthur-Brooks and Walker continue to purport to represent the Trust and the Estate "sui juris" and "in propria persona." *See generally,* FAC. In fact, they caused the Trust and the Estate to file a First Amended Complaint in this Court on January 6, 2025. The allegations in the FAC are essentially identical to that of the original Complaint. Plaintiffs continue to seek $2.97 billion

against the SDCCU Defendants. Plaintiffs, however, renamed or combined certain causes of action alleged in the Complaint and added even more frivolous causes of action.

Specifically, Plaintiffs now allege the following 17 causes of action: (1) fraud, (2) breach of contract, (3) theft, embezzlement, fraudulent misapplication of funds and assets, (4) fraud, forgery, and unauthorized use of identity, (5) monopolization of trade and commerce, and unfair business practices, (6) deprivation of rights under color of law, (7) receiving extortion proceeds, (8) false pretenses and fraud, (9) extortion, (10) racketeering, (11) bank fraud, (12) fraudulent transportation and transfer of stolen goods and securities, (13) slander of title, (14) replevin or compensation, (15) unlawful interference, intimidation, extortion, and emotional distress, (16) declaratory judgment and relief, and (17) summary judgment as a matter of law – agreed and stipulated ($2.975) billion judgment and lien.

IV. THE COURT SHOULD GRANT THIS MOTION AND COMPEL ARBITRATION

A. Standard to Compel Arbitration.

1. The FAA applies to the Arbitration Provision.

The Federal Arbitration Act ("FAA") applies in this case due to the parties' explicit agreement that it would apply to the Arbitration Provision. "Arbitration under the [FAA] is a matter of consent . . . and parties are generally free to structure their arbitration agreements as they see fit." *See Volt Info. Sciences v. Leland Stanford Jr. Univ.*, 489 U.S. 468, 479 (1989); *see also Sachse Constr. & Dev. Corp. v. Affirmed Drywall, Corp.*, 251 So. 3d 1005, 1009 (Fla. 2d DCA 2018) ("[A] Florida court must enforce an arbitration agreement that is valid and enforceable under the FAA even [if] the agreement would be unenforceable under Florida law."). The Arbitration Provision in this case states that it is governed by the FAA. *See* Little Decl., Ex. A ("Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act"). Thus, the FAA applies and requires arbitration.

Furthermore, the FAA's scope extends to any written arbitration provision in a contract "evidencing a transaction involving commerce." 9 U.S.C. § 2. This provision is interpreted broadly, encompassing any transaction that involves or affects interstate commerce. *Allied-Bruce Terminix Companies, Inc. v. Dobson*, 513 U.S. 265, 277 (1995); *see Default Proof Credit Card Sys., Inc. v. Friedland*, 992 So. 2d 442, 445 (Fla. 3d DCA 2008) ("The Supreme Court has interpreted the phrase 'involving commerce' to mean a transaction that, in fact, involves interstate commerce, even if the parties did not contemplate an interstate commerce connection."). The transactions at issue here, involving the RISC, clearly affect interstate commerce. Specifically, SDCCU's financing of the Vehicle purchase—a Vehicle bought in California and transported to Florida—demonstrates an interstate commercial transaction. Little Decl., ¶ 3, Ex. A; *see Citizen Bank v. Alafabco, Inc.*, 539 U.S. 52, 56 (2003) (finding that a loan agreement between an Alabama financial institution and an Alabama borrower affected interstate commerce and was thus subject to the FAA); *Citi Cars, Inc. v. Cox Enters.*, 2018 U.S. Dist. LEXIS 42544, at *18 (S.D. Fla. Jan. 22, 2018) ("the transactions here—purchasing used vehicles at auction and receiving financing in order to do so—implicate interstate commerce on the face of the Complaint" and was thus subject to the FAA). Additionally, Brooks' obligation to make payments under the RISC from Florida to California, which necessarily involves the mail, wire, or electronic transfer of funds, constitutes involvement in interstate commerce. Moreover, Brooks alleges "Defendants are engaged in interstate commerce[.]" Compl. ¶ 4; FAC ¶ 6. Therefore, the FAA governs the Arbitration Provision in question.

Even if the Court were to conclude that the FAA does not apply, the Court should still compel arbitration under the Florida Arbitration Code, pursuant to which the trial court determines: "(1) whether the parties entered into a valid written agreement to submit to arbitration; (2) whether

an arbitrable issue exists; and, (3) whether the moving party has waived the right to submit the arbitrable issue to arbitration." *Gale Grp., Inc. v. Westinghouse Elec. Corp.*, 683 So. 2d 661, 662–63 (Fla. 5th DCA 1996); *see John B. Goodman Ltd. P'ship v. THF Constr., Inc.*, 321 F.3d 1094, 1097 (11th Cir. 2003) ("The Florida Arbitration Code is substantially similar to the FAA[.]").

2. The FAA strongly favors arbitration.

The FAA codifies the strong public policy in favor of enforcing arbitration agreements. 9 U.S.C. § 1 *et seq*; *see also Andre Franklin, Inc. v. Wax*, 150 So. 3d 815, 816 (Fla. 2d DCA 2014) ("Florida public policy favors arbitration."). The FAA "requires courts to enforce [arbitration agreements] according to their terms." *Rent-A Center, W., Inc. v. Jackson*, 561 U.S. 63, 67 (2010); *see also Odum v. LP Graceville, LLC*, 277 So. 3d 194, 195 (Fla. 1st DCA 2019) ("Arbitration agreements, particularly those governed by the Federal Arbitration Act, are contracts that must be enforced according to their terms . . . "). Courts must compel arbitration under the FAA whenever: (1) there is a valid agreement to arbitrate; (2) the agreement encompasses the dispute at issue; and (3) the agreement is enforceable. *Attix v. Carrington Mortgage Servs., LLC*, 35 F.4th 1284, 1294 (11th Cir. 2022). Here, all of these elements are met.

B. There Is A Valid Arbitration Agreement Between the Plaintiffs And The SDCCU Defendants.

The Court's first task under the FAA is to determine whether a valid agreement to arbitrate exists. *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995); *Gale Grp., Inc.* 683 So. 2d at 662–63. In determining whether a valid arbitration agreement exists, courts "should apply ordinary state-law principles that govern the formation of contracts." *Kaplan*, 514 U.S. at 944.

1. Brooks Agreed to Arbitrate Disputes Against the SDCCU Defendants.

Here, Brooks entered into a RISC with an auto dealership, which subsequently assigned the RISC to SDCCU as the lender for the purchase of the vehicle. Little Decl. ¶ 4. Pursuant to the RISC, Brooks agreed to arbitrate "*[a]ny* claim or dispute" related to the purchase of the Vehicle and any resulting transaction or relationship, including disputes with SDCCU's "employees, agents" and "third parties who do not sign the RISC." *See* Little Decl., Ex. A. Consequently, the SDCCU Defendants are explicitly covered as parties by the Arbitration Provision. Therefore, there exists a valid arbitration agreement between Brooks and the SDCCU Defendants.

2. The Plaintiffs Are Bound By the Arbitration Provision Executed by Brooks.

a. The Arbitration Provision broadly applies to successors and assigns.

Non-signatories "may be bound by an arbitration agreement if dictated by ordinary principles of contract law." *Malkin v. FundingTrustII*, 2016 U.S. Dist. LEXIS 191154, at *19 (S.D. Fla. Feb. 1, 2016); *see also Martha A. Gottfried, Inc. v. Paulette Koch Real Est.*, 778 So. 2d 1089, 1090 (Fla. 4th DCA 2001) ("Non-signatories may be bound by an arbitration agreement if dictated by ordinary principles of contract law and agency."). Here, the language of the Arbitration Provision dictates that the Trust and the Estate are bound by its terms. The Arbitration Provision provides that any dispute "between you and us or **our** employees, agents, **successors or assigns**" must be arbitrated. Little Decl., Ex. A (emphasis added). Thus, the plain language of the Arbitration Provision clearly indicates that Brooks' successors and assigns, *i.e.*, the Trust and Estate, are subject to the terms and conditions contained therein.

b. The Plaintiffs are bound by the RISC since they are asserting claims arising from the RISC.

In addition, "Under Florida law, a non-signatory cannot seek benefits under an agreement 'while simultaneously attempting to avoid the burden of the policy's arbitration provision.'" *Fisher v. PNC Bank, N.A., PNC Invs., LLC*, 2022 U.S. App. LEXIS 15591, at *7-8 (11th Cir. June

7, 2022) (quoting *Allied Prof'ls Ins. Co. v. Fitzpatrick*, 169 So. 3d 138, 142 (Fla. 4th DCA 2015)). Here, the Trust and Estate seek to hold the SDCCU Defendants accountable for allegedly breaching the RISC. *See e.g.*, Compl. ¶¶ 50-51; FAC ¶¶ 91-97 (breach of contract claim relating to the repossession of the Vehicle). Therefore, although the Trust and Estate are not signatories to the RISC, they are nevertheless bound by Brooks' agreement to arbitrate because they are attempting to assert rights and claims that directly derive from the contractual relationship established by the RISC. Consequently, the Trust and Estate are subject to the same Arbitration Provision that binds Brooks.

c. The Plaintiffs are alter egos of Brooks.

Furthermore, "'traditional principles' of state law allow a contract to be enforced by or against nonparties to the contract through 'assumption, piercing the corporate veil, alter ego, incorporation by reference, third-party beneficiary theories, waiver and estoppel[.]'" *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009).

Here, the Trust and Estate are artificial entities that act solely through Brooks. *J.J. Rissell, Allentown, PA Tr. v. Marchelos,* 976 F.3d 1233, 1235 (11th Cir. 2020); *see also Laizure v. Avante at Leesburg, Inc*., 109 So. 3d 752, 762 (Fla. 2013) ("The estate and heirs stand in the shoes of the decedent" and compelling arbitration on the ground that "the estate and statutory heirs are bound by the arbitration agreement to the same extent that [the decedent] would have been bound."). The Trust and Estate are the alter egos of Brooks. This is evident from the fact that Brooks is attempting to represent them *pro se*. Accordingly, the RISC and its Arbitration Provision can be enforced against the Trust and Estate.

d. Brooks cannot avoid arbitration by having his Trust and Estate file this action

Finally, Brooks cannot avoid arbitration by having his Trust and Estate file this lawsuit on his behalf. The Complaint should have been filed by Brooks in his personal capacity.

Indeed, it does not appear that the Estate actually exists. 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 personal claims of Brooks must be brought by Brooks in his own capacity.

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"); *EHQF Tr. v. S & A Cap. Partners, Inc.*, 947 So. 2d 606, 606 (Fla. 4th DCA 2007) ("[A] trustee cannot appear *pro se* on behalf of the trust, because the trustee represents the interests of others and would therefore be engaged in the unauthorized practice of law") (collecting cases).[3]

[3] As discussed above, the federal court held that MacArthur-Brooks and Walker are barred from representing the trust on the ground that a trust cannot appear pro se and must be represented by counsel. Ex. 2 at p. 15. In fact, the federal court went as far as holding the Trust "isn't properly represented, and any findings made on its behalf by MacArthur-Brooks and Walker are invalid. To avoid any ambiguity, we'll strike all filings made on behalf of the Trust by MacArthur-Brooks and Walker." *Id.* at pp. 19-20.

Brooks and Kevin Walker purport to represent the Trust and Estate *pro se*, but they are not attorneys. Therefore, they cannot legally represent them. To prosecute this case *pro se* as Brooks is attempting to do, he must bring the action on his own behalf, not through his Estate or Trust.

C. All of the Plaintiffs' Claims Are Subject to Arbitration.

The Court's second task under the FAA is to determine whether "the claims before the court fall within the scope of th[e] [arbitration] agreement." *Lambert v. Austin Ind.*, 544 F.3d 1192, 1195 (11th Cir. 2008). "The presumption of arbitrability is particularly applicable where the arbitration clause is broad." *Herrera Cedeno v. Morgan Stanley Smith Barney, LLC*, 154 F.Supp.3d 1318, 1327 (S.D. Fla. 2016) (citing *AT&T Techs., Inc. v. Commc'ns Workers of America*, 475 U.S. 643, 650 (1986)). "[O]nly the most forceful evidence of a purpose to exclude the claim from arbitration can prevail." *Perera v. H&R Block E. Enters., Inc.*, 914 F.Supp.2d 1284, 1288 (S.D. Fla. 2012). Indeed, "as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration[.]" *Moses H. Cone Mem'l Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 24–25 (1983); *see also Hagstrom v. Co.Fe.Me. USA Marine Exhaust, LLC*, 322 So. 3d 145, 147 (Fla. 3d DCA 2021) ("[A]ny doubts regarding arbitrability are resolved in favor of arbitration.").

Here, the Arbitration Provision extends to the Plaintiffs' claims against the SDCCU Defendants. The Arbitration Provision is broadly worded, applying to *any* dispute, including those arising out of or relating to the RISC, resulting transactions, and third-party relationships. Little Decl., Ex. A. Specifically, the Arbitration Provision mandates the arbitration of "[a]ny claim or dispute, whether in contract, tort, or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and [SDCCU] or our employees, agents, successors, or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or

relationship (including any such relationship with third parties who do not sign [the Arbitration Provision])[.]" *Id.*

The phrase "arises out of or relates to" represents a broad arbitration clause. *See Prima Paint Corp. v. Flood & Conklin Mfg. Co.,* 388 U.S. 395, 398, 406 (1967); *Mintz & Fraade, P.C. v. Beta Drywall Acquisition, LLC*, 59 So. 3d 1173, 1176 (Fla. 4th DCA 2011); *A Haitian Corp. v. Delgado*, 2022 U.S. Dist. LEXIS 68350, at *13 (S.D. Fla. Apr. 12, 2022) (holding that under the FAA, "the dispute between Plaintiff and Defendant clearly relates to the Agreement and, therefore, falls within the scope of the Agreement's broad arbitration clause" providing that all disputes arising out of or related to the Agreement shall be settled by binding arbitration); *O'Keefe Architects, Inc. v. CED Const. Partners, Ltd.*, 944 So. 2d 181 (Fla. 2006) (enforcing broad provision that required arbitration of "[c]laims, disputes and other matters . . . arising out of or relating to" the contract).

The Arbitration Provision clearly encompasses the Plaintiffs' claims against the SDCCU Defendants. Although the Complaint is bizarre and incoherent, it fundamentally centers on SDCCU's repossession of the Vehicle. *See* Compl. ¶¶ 10, 14, 51; FAC ¶¶ 12, 18. All of the interactions Brooks has had with the SDCCU Defendants are directly related to the RISC, the Vehicle, and its subsequent repossession. Little Decl. ¶ 7. Consequently, the claims fall squarely within the broad scope of the Arbitration Provision. Any ambiguity regarding this interpretation must be resolved in favor of arbitration.

D. The Arbitration Provision Is Enforceable.

Arbitration clauses may be invalidated by "generally applicable contract defenses, such as fraud, duress, or unconscionability, but not by defenses that apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011); *see also Dale v. Comcast Corp.*, 498 F.3d 1216, 1219 (11th

Cir. 2007); *Sachse Constr. & Dev. Corp. v. Affirmed Drywall, Corp.*, 251 So. 3d 1005, 1010 (Fla. 4th DCA 2018). The arbitration provision here is enforceable, and the Plaintiffs cannot meet their heavy burden to show otherwise. *See Sanchez v. Valencia Holding Co., LLC*, 61 Cal. 4th 899, 943 (2015) (finding a substantially similar arbitration provision enforceable and not unconscionable). Nor have the SDCCU Defendants waived their right to arbitration.

1. The Plaintiffs cannot prove fraudulent inducement.

The Plaintiffs assert a general claim of fraud concerning the repossession of the Vehicle. Compl. ¶¶ 47-48; FAC ¶¶ 82-89. However, precedent from the U.S. Supreme Court firmly establishes that such claims, unless specifically directed at the arbitration clause within a contract, fall outside the scope of judicial intervention and cannot serve as a basis to deny a motion to compel arbitration. *See Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 71 (2010) (noting "where the alleged fraud that induced the whole contract equally induced the agreement to arbitrate which was part of that contract--we nonetheless require the basis of challenge to be directed specifically to the agreement to arbitrate before the court will intervene."); *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445-46 (2006) (noting that "a challenge to the validity of the contract as a whole, and not specifically to the arbitration clause, must go to the arbitrator."). In other words, "if the claim is fraud in the inducement of the arbitration clause itself -- an issue which goes to the 'making' of the agreement to arbitrate -- the federal court may proceed to adjudicate it. But the statutory language does not permit the federal court to consider claims of fraud in the inducement of the contract generally." *Prima Paint Corp. v. Flood & Conklin Mfg. Co.,* 388 U.S. 395, 403–04 (1967) (holding that the FAA "does not permit the federal court to consider claims of fraud in the inducement of the contract generally"). The same rule applies in Florida state courts. *See Medident Const., Inc. v. Chappell*, 632 So. 2d 194, 195 (Fla. 3d DCA 1994) ("Only if the

attack is specifically and exclusively directed toward the arbitration clause or a separate agreement to arbitrate may the court try the issue before submitting the balance of the dispute to arbitration.").

Here, the Plaintiffs' fraud claim appears to be about the repossession of the Vehicle. *See* Compl. ¶ 47; FAC ¶ 87. The Complaint does not mention arbitration at all, and neither the Complaint nor the Amended Complaint challenges the Arbitration Provision itself as fraudulent. Additionally, the Plaintiffs do not allege and cannot prove any of the four elements of fraudulent inducement. *Susan Fixel, Inc. v. Rosenthal & Rosenthal, Inc.*, 842 So. 2d 204, 209 (Fla. 3d DCA 2003). The RISC and Arbitration Provision are clear and straightforward and do not contain any false representations. Accordingly, there was no fraud in the inducement of the Arbitration Provision.

2. The Plaintiffs cannot prove duress.

The Plaintiffs do not allege and cannot prove they were forced into the Arbitration Provisions under duress by any improper or coercive conduct. *Ziegler v. Natera*, 279 So. 3d 1240, 1242 (Fla. 3d DCA 2019).

3. The Plaintiffs cannot prove unconscionability.

Florida courts apply the doctrine of unconscionability "with great caution[.]" *Gainesville Health Care Ctr., Inc. v. Weston*, 857 So. 2d 278, 284 (Fla. 1st DCA 2003). The party challenging an arbitration agreement as unconscionable "must establish that the arbitration agreement is both procedurally and substantively unconscionable." *Basulto v. Hialeah Auto*., 141 So. 3d 1145, 1158 (Fla. 2014). Florida courts apply a "balancing" or "sliding scale" approach, which requires that both aspects "be evaluated interdependently rather than as independent elements." *Id.* at 1161. "[B]oth the procedural and substantive aspects of unconscionability must be present, although not necessarily to the same degree[.]" *Id.* Thus, "one prong [may] outweigh another provided that there is at least a modicum of the weaker prong." *Id.* at 1159.

The Plaintiffs cannot prove either procedural or substantive unconscionability, much less both.

a. The Arbitration Provision is not procedurally unconscionable.

Procedural unconscionability involves "the manner in which the contract was entered and it involves consideration of such issues as the relative bargaining power of the parties and their ability to know and understand the disputed contract terms." *Powertel, Inc. v. Bexley*, 743 So. 2d 570, 574 (Fla. 1st DCA 1999). "The central question . . . is whether the complaining party lacked a meaningful choice when entering into the contract." *Basulto*, 141 So. 3d at 1157 n.3.

There was no oppression or surprise here. The Complaint contains no allegations that Brooks was pressured into agreeing to the RISC or the Arbitration Provision. In fact, Brooks agreed he had sufficient time to review the RISC: "YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ABOVE, BEFORE SIGNING BELOW. YOU CONFIRM YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT." Little Decl., Ex. A.

Moreover, the Arbitration Provision is not buried in fine print. *Id*. The Arbitration Provision is presented in bold, all-caps lettering. *Id.* In fact, the provision clearly states "**ARBITRATION PROVISION PLEASE REVIEW – IMPORTANT – AFFECTS YOUR LEGAL RIGHTS**" and describes the terms in plain language. *Id.* (emphasis in original). Thus, the Arbitration Provision is not procedurally unconscionable.

b. The Arbitration Provision is not substantively unconscionable

"Substantive unconscionability focuses on the arbitration agreement itself." *Hobby Lobby Stores, Inc. v. Cole*, 287 So. 3d 1272, 1276 (Fla. 5th DCA 2020). It focuses "on whether the terms

are unreasonably favorable to the other party and whether the terms of the contract are so unfair that enforcement should be withheld." *Basulto*, 141 So. 3d at 1158 n.4 (internal quotation marks omitted). The court looks to the terms of the contract and determines "whether they are so outrageously unfair as to shock the conscience." *Gainesville Health Care Ctr., Inc.*, 857 So. 2d at 285 (internal citation and quotation marks omitted).

For example, in *Sanchez*, the California Supreme Court examined a standard form RISC, which contained a substantially similar arbitration provision. *See Sanchez, LLC*, 61 Cal. 4th at 908. The plaintiff challenged the arbitration provision, claiming it was unconscionable. *Id.* at 914. The court carefully examined the adhesive nature of the arbitration provision and its appellate filing fees, the exemption of self-help remedies, and the class action waiver, and determined that the arbitration provision was not unconscionable. *Id.* at 914–24.

Similarly here, the terms of arbitration are both bilateral and fair. For example, the Arbitration Provision states that SDCCU "will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5,000, unless the law or the rules of the chosen arbitration organization require us to pay more." Little Decl., Ex. A. The terms of the Arbitration Provision are not disproportionately biased as to be shocking to the conscience. Therefore, there is no substantive unconscionability present, making the Arbitration Provision enforceable.

V. CONCLUSION

For these reasons, the Court should grant the motion, compel arbitration, and stay this action pending arbitration.

VI. CERTIFICATE OF CONFERRAL

I certify that conferral prior to filing is not required under rule 1.202.

Respectfully submitted,
LIEBLER, GONZALEZ & PORTUONDO
Attorneys for Defendants, Alejandro Moreno, Esq., Shannon Peterson, Esq., 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
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By:*/s/ Michael D. Starks*
ANDREW KEMP-GERSTEL
Florida Bar No. 0044332
MICHAEL D. STARKS
Florida Bar No. 0086584

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **21st** day of **January, 2025**, I electronically filed the foregoing with the Clerk of Courts by using the Florida Courts E-filing Portal, which will send a notice of electronic filing to all counsel of record, and served the same on Plaintiffs by email at kevinlwalker@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

EXHIBIT 1

CLOSED,EAL

U.S. District Court
Southern District of Florida (Miami)
CIVIL DOCKET FOR CASE #: 1:24-cv-24273-RKA

Steven MacArthur-Brooks Estate et al v. Moreno et al
Assigned to: Judge Roy K. Altman
Case in other court: Eleventh Judicial Circuit, 24-020644-CA-01
Cause: 28:1442 Notice of Removal

Date Filed: 11/01/2024
Date Terminated: 01/03/2025
Jury Demand: None
Nature of Suit: 890 Other Statutory Actions
Jurisdiction: Federal Question

Plaintiff

Steven MacArthur-Brooks Estate represented by **Steven MacArthur-Brooks Estate**
15822 NW 87th Court
Miami Lakes, FL 33018
PRO SE

Plaintiff

Steven MacArthur-Brooks IRR Trust represented by **Steven MacArthur-Brooks IRR Trust**
15822 NW 87th Court
Miami Lakes, FL 33018
PRO SE

V.

Defendant

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Defendant

Does 1-100 inclusive represented by **Michael Darren Starks**
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/01/2024	1	NOTICE OF REMOVAL (STATE COURT COMPLAINT - Verified Complaint for Fraud, Breach of Contract, Embezzlement, Identity Theft, Monopolization of Trade and Commerce, Deprivation of Rights, Receiving Extortion Proceeds, False Pretenses, Extortion, Racketeering, Bank Fraud, Transportation of Stolen Property, Money & Securities, Slander of Title, Replevin, Declaratory Judgment & Relief and Summary Judgment) Filing fee $ 405.00 receipt number AFLSDC-17952135, filed by Scott Carroll, Sheryl Flaugher, Sheppard Mullin Richter & Hampton, LLP, Shirley Jackson, Alejandro Moreno, Carolyn Kissick, Rubie Donaghy, San Diego County Credit Union, Nathan Schmidt, Shannon Petersen, Ryan Little, Teresa H Campbell. (Attachments: # 1 Exhibit State Court Complaint and Documents, # 2 Civil Cover Sheet Civil Cover Sheet)(Starks, Michael) No Answer / Motion to Dismiss filed. Modified on 11/1/2024 (ar24). (Entered: 11/01/2024)
11/01/2024	2	Clerks Notice of Judge Assignment to Judge Roy K. Altman. Pursuant to 28 USC 636(c), the parties are hereby notified that the U.S. Magistrate Judge Enjolique A. Lett is available to handle any or all proceedings in this case. If agreed, parties should complete and file the Consent form found on our website. It is not necessary to file a document indicating lack of consent. (ar24) (Entered: 11/01/2024)
11/07/2024	3	Defendant's Corporate Disclosure Statement *Rule 7.1* by Teresa H Campbell, Scott Carroll, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP (Starks, Michael) (Entered: 11/07/2024)
11/15/2024	4	Defendant's MOTION to Compel *Arbitration and Stay Proceedings* by Teresa H Campbell, Scott Carroll, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP. Responses due by 12/2/2024. (Attachments: # 1 Exhibit Declaration of Ryan Little in Support of the SDCCU Defendants' Motion to Compel Arbitration and Stay Proceedings, # 2 Exhibit Exhibit to Declaration of Ryan Little in Support of the SDCCU Defendants' Motion to Compel Arbitration and Stay Proceedings, # 3 Text of Proposed Order Proposed Order)(Starks, Michael) (Entered: 11/15/2024)
11/18/2024	5	RESPONSE to Motion re 4 Defendant's MOTION to Compel *Arbitration and Stay Proceedings* filed by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. Replies due by 11/25/2024. (ar24) (Entered: 11/18/2024)
11/18/2024	6	MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. (ar24) (Entered: 11/18/2024)
11/21/2024	7	MOTION to Quash *Service of Plaintiff's Complaint* by South Florida Auto Recovery. Attorney Aaron H Epstein added to party South Florida Auto Recovery(pty:dft). (Attachments: # 1 Exhibit Notice of Filing Notice of Removal to Federal Court, # 2 Exhibit Return of Service)(Epstein, Aaron) (Entered: 11/21/2024)
11/21/2024	8	NOTICE of Attorney Appearance by Aaron H Epstein on behalf of South Florida Auto Recovery (Epstein, Aaron) (Entered: 11/21/2024)
11/21/2024	9	REPLY in Support re 4 Defendant's MOTION to Compel *Arbitration and Stay Proceedings* filed by Teresa H Campbell, Scott Carroll, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San

		Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP. (Starks, Michael) Modified TEXT on 11/22/2024 (drz). (Entered: 11/21/2024)
11/22/2024	10	NOTICE of Filing Proposed Order Granting Summary Judgment by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust re 6 MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing (drz) (Entered: 11/22/2024)
11/26/2024	11	Plaintiff's Conditional Acceptance of Defendant's Motion to Quash Service of Plaintiff's Complaint re 7 MOTION to Quash *Service of Plaintiff's Complaint* filed by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. Replies due by 12/3/2024. (ar24) (Entered: 11/26/2024)
11/26/2024	12	Verified Statement of Material Fact in Support of Summary Judgment as a Matter of Law by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust (ar24) (Entered: 11/26/2024)
11/26/2024	13	Verified NOTICE of Defendants Failure to Rebut or Provide Evidence and Confirmation of Dishonor and Default of all Defendants by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust (ar24) (Entered: 11/26/2024)
11/26/2024	14	ORDER IN CASES WITH MULTIPLE DEFENDANTS. Signed by Judge Roy K. Altman on 11/26/2024. *See attached document for full details.* (drz) (Entered: 11/27/2024)
11/27/2024	15	RESPONSE in Opposition re 6 MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing *SDCCU Defendants Opposition to Plaintiffs Demand Motion to Expedite Summary Judgment* filed by Teresa H Campbell, Scott Carroll, Does 1-100 inclusive, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP. Attorney Michael Darren Starks added to party Does 1-100 inclusive(pty:dft). Replies due by 12/4/2024. (Starks, Michael) (Entered: 11/27/2024)
11/27/2024	16	SDCCU Defendants Opposition to Plaintiffs Statement of Material Facts to 12 Statement by Teresa H Campbell, Scott Carroll, Does 1-100 inclusive, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP. (Starks, Michael) (Entered: 11/27/2024)
11/27/2024	17	NOTICE *OF FILING DECLARATION OF RYAN LITTLE IN SUPPORT OF SDCCU DEFENDANTS OPPOSITION TO PLAINTIFFS DEMAND/MOTION TO EXPEDITE SUMMARY JUDGMENT* by Teresa H Campbell, Scott Carroll, Does 1-100 inclusive, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP (Starks, Michael) (Entered: 11/27/2024)
11/27/2024	18	NOTICE *OF FILING DECLARATION OF SHANNON Z. PETERSEN IN SUPPORT OF SDCCU DEFENDANTS OPPOSITION TO PLAINTIFFS DEMAND/MOTION TO EXPEDITE SUMMARY JUDGMENT* by Teresa H Campbell, Scott Carroll, Does 1-100 inclusive, Rubie Donaghy, Sheryl Flaugher, Shirley Jackson, Carolyn Kissick, Ryan Little, Alejandro Moreno, Shannon Petersen, San Diego County Credit Union, Nathan Schmidt, Sheppard Mullin Richter & Hampton, LLP (Starks, Michael) (Entered: 11/27/2024)
11/29/2024	19	MOTION for Extension of Time to File Response/Reply/Answer as to 6 MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing by South Florida Auto Recovery. (Attachments: # 1 Text of Proposed Order PROPOSED ORDER GRANTING DEFENDANT, SOUTH FLORIDA AUTO RECOVERY'S, MOTION FOR EXTENTION OF TIME TO RESPOND TO PLAINTIFFS' VERIFIED DEMAND/MOTION TO

		EXPEDITE SUMMARY JUDGMENT, AS A MATTER OF LAW, WITHOUT HEARING) (Epstein, Aaron) (Entered: 11/29/2024)
12/02/2024	20	PAPERLESS ORDER **CLOSING AND STAYING CASE**. Our review of the [1-1] Removed Complaint strongly suggests that we lack subject-matter jurisdiction over this action. We therefore administratively **CLOSE** this case, **DENY AS MOOT** all motions, and **STAY** all deadlines pending our decision on the question of our subject-matter jurisdiction. Signed by Judge Roy K. Altman on 12/2/2024. (es00) (Entered: 12/02/2024)
12/02/2024	21	(STRICKEN)Plaintiff's Supplemental Affirmation of Record, Notice of Defendant's Continued Dishonor, Default and Willful Non-Compliance and MOTION for Sanctions, MOTION for Summary Judgment (Responses due by 12/18/2024.) by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. (drz) Modified filed date on 12/4/2024 (drz). Text Modified on 1/6/2025 (cqs). (Entered: 12/04/2024)
12/02/2024	22	NOTICE OF DEFENDANT'S FULL ADMISSION TO EVERYTHING IN THEIR RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO EXPEDITE SUMMARY JUDGEMENT AS A MATTER OF LAW WITHOUT A HEARING by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust re 19 MOTION for Extension of Time to File Response/Reply/Answer as to 6 MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing (drz) (Entered: 12/04/2024)
12/02/2024	23	NOTICE of Filing Proposed Order granting Default Judgment, Striking all Defendant's Filings for Non-Compliance and Sanctions against all Defendants by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust re 21 MOTION for Sanctions MOTION for Summary Judgment, 19 MOTION for Extension of Time to File Response/Reply/Answer as to 6 MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing (drz) (Entered: 12/04/2024)
12/06/2024	24	(STRICKEN)MOTION to Expedite Summary Judgment as a Matter of Law Without a Hearing by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. (ar24) Modified on 1/6/2025 (cqs). (Entered: 12/06/2024)
12/06/2024	25	(STRICKEN) Plaintiff's Conditional Acceptance to Defendant's Motion to Compel *Summary Judgment without a Hearing* by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust. Responses due by 12/20/2024. (ar24)Text Modified on 1/6/2025 (cqs). (Entered: 12/06/2024)
12/06/2024	26	NOTICE of Filing Demand / Request for Judicial Intervention and Writ of Mandamus by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust (ar24) (Entered: 12/06/2024)
12/16/2024	27	NOTICE of Defendants Failure to Rebut or Provide Evidence and Confirmation of Dishonor and Default of all Defendants by Steven MacArthur-Brooks Estate, Steven MacArthur-Brooks IRR Trust (ar24) (Entered: 12/16/2024)
12/18/2024	28	MOTION Defendants' Request for Confirmation of Stay in Consideration of Upcoming Response Deadlines re 20 Order on Motion to Compel,, Order on Motion for Miscellaneous Relief,, Order on Motion to Quash,, Order on Motion for Extension of Time to File Response/Reply/Answer, by South Florida Auto Recovery. (Epstein, Aaron) (Entered: 12/18/2024)
01/03/2025	29	ORDER REMANDING CASE, All the Plaintiffs' filings are STRICKEN. We DIRECT the Clerk of Court to reject or decline to file all papers filed by Kevin Walker on behalf of any party other than himself. Closing Case. Signed by Judge Roy K. Altman on 1/3/2025. *See attached document for full details.* (cqs) (Entered: 01/06/2025)

01/06/2025	30	Transmittal Letter Sent with Order of Remand to: 11th Judical Circuit. State Court Case Number: 24-020644-CA-01 (cqs) (Entered: 01/06/2025)

PACER Service Center			
Transaction Receipt			
01/21/2025 09:58:03			
PACER Login:	akempgerstel	**Client Code:**	626-0001
Description:	Docket Report	**Search Criteria:**	1:24-cv-24273-RKA
Billable Pages:	11	**Cost:**	1.10

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-cv-24273-ALTMAN

STEVEN MACARTHUR-BROOKS ESTATE, *et al.*,

Plaintiffs,

v.

ALEJANDRO MORENO, *et al.*,

Defendants.
_____/

ORDER REMANDING CASE

Our Plaintiffs, the Steven MacArthur-Brooks Estate (the "Estate") and the Steven MacArthur-Brooks IRR Trust (the "Trust"), have sued thirteen named Defendants and "Does 1-100" for $2.9 billion. *See* Removed Complaint [ECF No. 1-1] ¶¶ 1–118. Their Complaint includes almost no facts. Instead, it's a gallimaufry of nonsensical legal conclusions—inapposite legal maxims jumbled together with insubstantial claims, seasoned liberally with citations to the Uniform Commercial Code (the "UCC"). Believe it or not, that's all by design.

"This action," the Plaintiffs tell us, "affects title to the private real property described as a 2018 GMC Sierra 1500[.]" *Id.* ¶ 10. How? It doesn't matter enough for the Plaintiffs to tell us. The Defendants, for their part, say that the claims here "arise from [their] repossession" of the Sierra at some unspecified point in the past. Notice of Removal [ECF No. 1] at 2. They may well be right. We found three references to a car loan in *one* of the voluminous "exhibits" the Plaintiffs attached to their Complaint, Compl. Ex. F at 1–3 (naturally, there's nothing like that in the Complaint itself). But the loan and the repossession don't feature in the Complaint because they're not what this action is really about.

To turn the tables on the Defendants, the Plaintiffs sent them a "Contract and Security Agreement" and several "Commercial Affidavits," all "under the principles of the [UCC]"—in particular, the "principle" that, if the Defendants didn't sufficiently disavow the Agreement and the Affidavits, they'd be deemed to have agreed to them by the doctrine of "**TACIT PROCURATION**." Compl. ¶¶ 15–20, 32 (emphasis in original). As it happens, the Defendants *didn't* disavow the Agreement and Affidavits to the Plaintiffs' satisfaction. So, what did the Defendants "agree" to? Evidently, that the Plaintiffs had fully satisfied their debt to the Defendants by offering them a "Bill of Exchange,"[1] and that, by not accepting the Bill, the Defendants had committed "fraud, embezzlement, fraud [sic], larceny, intensity [sic] theft, conspiracy, deprivation of rights under the color of law, extortion, coercion, injury, and damage," Compl. Ex. E at 4, "in their attempt to collect a fraudulent debt," Compl. Ex. F at 3. The Defendants also "agreed" (the Plaintiffs say) that they'd "considered and accepted a Judgment . . . (in accordance with U.C.C. § 9-509) against [themselves], in the sum amount of" $2.9 billion—the amount supposedly at issue in this case. *Id.* ¶ 17.

This is why the Complaint doesn't bother to allege facts about the repossession, the Defendants' collection conduct, or anything else that might entitle them to relief. To the Plaintiffs, this action is apparently straightforward: All they want to do is enforce the Agreement, and all the necessary facts have been stipulated to in the Affidavits. Each of the Plaintiffs' sixteen counts against the Defendants relies on the Defendants' supposed agreements and admissions—to the exclusion of all other facts. *See generally* Compl.

[1] This "Bill of Exchange" somehow connects to the Plaintiffs' "private Two Hundred Billion Dollar [sic] . . . Master Discharge and Indemnity Bond[,]" held with the Federal Reserve. Compl. ¶ 23. The bond, we are told, "expressly stipulates [that] it is 'insuring, underwriting, indemnifying, discharging, paying[,] and satisfying all account holders and accounts dollar for dollar against any and all pre-existing, current, and future . . . debts.'" *Ibid.*

Because eleven of these counts nominally arise under federal law, the Defendants removed this case to us under our federal-question jurisdiction, *see* Notice of Removal ¶ 7, and asked us to compel arbitration, *see* Motion to Compel Arbitration [ECF No. 4]. But *nine* of those federal-law counts are premised on federal *criminal* statutes that create no private right of action at all—so *they* can't sustain our subject-matter jurisdiction over this case. And the remaining two federal-law counts are so frivolous and insubstantial that we don't think they raise a federal question. Since there's no true federal question before us, we remand this case to state court.[2]

I. Nine of the Plaintiffs' Federal "Claims" Arise Under Criminal Statutes That Create No Private Cause of Action

"Federal courts have an independent obligation to ensure that subject-matter jurisdiction exists to hear a case, and dismissal is warranted if a court determines that it lacks jurisdiction." *MSP Recovery, LLC v. Allstate Ins. Co.*, 835 F.3d 1351, 1357 (11th Cir. 2016) (citing *In re Trusted Net Media Holdings, LLC*, 550 F.3d 1035, 1042 (11th Cir. 2008)). "The question whether a federal statute creates a claim for relief is not [itself] jurisdictional." *N.W. Airlines, Inc. v. Cnty. of Kent*, 510 U.S. 355, 365 (1994). Nevertheless, "in cases involving . . . federal statutes that . . . don't offer private causes of action, district courts have regularly . . . remanded for lack of federal-question jurisdiction." *A.G. v. Riverside Christian Ministries, Inc.*, 2023 WL 6443118, at *6 (S.D. Fla. Oct. 3, 2023) (Altman, J.) (collecting cases).

[2] According to the Motion to Compel Arbitration, the arbitration provision the Defendants hope to apply "shall be governed by the Federal Arbitration Act." Mot. at 4. But "courts have long held . . . that the FAA does not confer subject matter jurisdiction on federal courts." *Baltin v. Alaron Trading Corp.*, 128 F.3d 1466, 1469 (11th Cir. 1997). "Instead, federal courts must have an independent jurisdictional basis to entertain cases arising under the FAA," *ibid.*—and we don't. Since "[f]ederal courts and state courts have concurrent jurisdiction to enforce the FAA," *ibid.* (citing *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 25 & n.32 (1983)), remanding this case to state court won't deprive the Defendants of the benefit of this arbitration provision.

a. The Standard

"[T]he fact that a federal statute has been violated and some person harmed does not automatically give rise to a private cause of action in favor of that person." *Cannon v. Univ. of Chi.*, 441 U.S. 677, 688 (1979). Rather, the statute must *create* a cause of action, explicitly or implicitly. A statute *explicitly* creates a cause of action when the text of that statute specifically authorizes a plaintiff to sue under that statute in federal court. Whether a statute *implicitly* creates a cause of action, though, depends on whether the statute "displays [Congress's] intent to create not just a private right but also a private remedy." *Alexander v. Sandoval*, 532 U.S. 275, 286 (2001) (citing *Transamerica Mortg. Advisors, Inc. v. Lewis*, 444 U.S. 11, 15 (1979)). In undertaking this analysis, we must assess Congress's intentions because "private rights of action to enforce federal law must be created by Congress." *Ibid.*

Whether the statute evinces the intent to create a cause of action is a "question of statutory interpretation" to be answered by reference to the statute's text and structure. *Love v. Delta Air Lines*, 310 F.3d 1347, 1352 (11th Cir. 2002) (Marcus, J.) (citing *Sandoval*, 532 U.S. at 286–87).[3] "[F]irst and foremost," a court should look to the "statutory text" for "rights-creating language," which is language that "explicitly confer[s] a right directly on a class of persons [including] the plaintiff." *Ibid.* (quoting *Cannon*, 441 U.S. at 690–93). When a statute confers some right on some class, a court may infer that the members of that class have a private cause of action to vindicate that right. *See ibid.* ("[R]ight- or duty-creating language . . . [is] the most accurate indicator of the propriety of implication of a cause of action."). By contrast, "[s]tatutes that focus *on the person regulated* rather than the individuals protected" by the right "create '*no* implication of [Congress's] intent'" to create a private cause of action. *Sandoval*, 532 U.S. at 289 (quoting *California v. Sierra Club*, 451 U.S. 287, 294 (1981) (emphasis

[3] "Since the late 1970s, the Supreme Court has gradually [come to] focus[ ] exclusively on legislative intent as the touchstone of [the private-cause-of-action] analysis," and it has "clearly delimit[ed]" the text and structure of the statute as most "relevant to [the] search for legislative intent." *Love*, 310 F.3d at 1352.

added)). After evaluating the statute's text, a court should consider the statute's "structure," asking whether the law contains a "discernible [non-private] enforcement mechanism." *Love*, 310 F.3d at 1353, 1355 (evaluating a statute that created an "administrative [agency] enforcement regime"). If it does, then "*Sandoval* teaches that we ought not imply a private right of action." *Ibid.* (citing *Sandoval*, 532 U.S. at 290).[4] After all, "[t]he express provision of one method of enforcing a substantive rule suggests that Congress intended to preclude others." *Ibid.*

b. Application

Except for the RICO statute cited in Count 10, the various statutes the Plaintiffs rely on create no private causes of action at all. These are, after all, criminal statutes, and "[the Eleventh Circuit] has concluded that criminal statutes do not provide for private civil causes of action[.]" *Smith* v. *JP Morgan Chase*, 837 F. App'x 769, 770 (11th Cir. 2021). "Customarily," the "statutory language . . . found in criminal statutes . . . provides 'far less reason to infer a private remedy in favor of individual persons.'" *Love*, 310 F.3d at 1353 (quoting *Cannon*, 441 U.S. at 690–93). That's because many criminal statutes, including all those the Plaintiffs have asserted, are so-called "bare criminal statutes"—statutes whose text and structure include "absolutely no indication that civil enforcement of any kind was available to anyone." *Cort v. Ash*, 422 U.S. 66, 80 (1975) (declining to find a private cause of action in 18 U.S.C. § 610); *see also Chrysler Corp. v. Brown*, 441 U.S. 281, 316 (1979) (explaining that "this Court has *rarely* implied a private right of action under a criminal statute" and observing that it has *never* done so

[4] If a court cannot "conclusively resolve[ ]" the existence of a private right of action based solely on the statute's text and structure, then—and only then—may it consider "legislative history and context." *Love*, 310 F.3d at 1353. It must do this "with a skeptical eye, however, because '[t]he bar for showing legislative intent is high,'" and because "the legislative history of a statute that is itself unclear about whether a private right of action is implied is unlikely to provide much useful guidance." *Ibid.* (first quoting *McDonald v. S. Farm Bureau Life Ins. Co.*, 291 F.3d 718, 723 (11th Cir. 2002), and then quoting *Cannon*, 441 U.S. at 694). In our case, the federal criminal statutes the Plaintiffs rely on plainly create no private rights of action, so we needn't (and won't) turn to those statutes' legislative histories.

without "a *statutory basis* for inferring that a civil cause of action of some sort lay in favor of someone" (emphasis added)).

None of the statutes the Plaintiffs have cited include language authorizing any private plaintiff to sue, so they don't create private causes of action *explicitly*. And each of these statutes *both* textually "focuses on the person regulated" *and* structurally contemplates government enforcement—so, they don't create a private cause of action *implicitly* either. *See Sandoval*, 532 U.S. at 289. We'll use the federal conspiracy-against-rights statute, invoked in Plaintiffs' Count 6, to illustrate what we mean:

> If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or
>
> If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—
>
> They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

18 U.S.C. § 241; *see* Compl. ¶ 65. The statute plainly focuses on the conduct of the "two or more persons" who perform the acts regulated by the statute. It doesn't announce a right of any kind for any class of persons. That means the statute's *text* "create[s] no implication" of a private cause of action. *Sandoval*, 532 U.S. at 289. The statute also contemplates a readily "discernable enforcement mechanism"—a fine or a term of imprisonment—both of which are criminal penalties that can be imposed *only* through action by a government enforcer (a prosecutor). That the statute supplies a specific, restrictive, non-private enforcement mechanism "strongly undermines the suggestion that Congress also intended to create by implication a private right of action . . . but declined to say so

expressly." *Love*, 310 F.3d at 1357. We thus cannot imply a private cause of action in the statute's *structure* either. *See Sandoval*, 532 U.S. at 289–90 ("The express provision of one method of enforcing a substantive rule suggests that Congress intended to preclude others. Sometimes the suggestion is so strong that it precludes a finding of congressional intent to create a private right of action[.]"). Since it's clear from both the text and the structure of § 241 that it wasn't meant to create a private cause of action, we won't infer one now. *Accord Perkins v. Fla. Hwy. Safety*, 2024 WL 3927015, at *2 (M.D. Fla. July 23, 2024) (Irick, Mag. J) (collecting cases and holding that "18 U.S.C. § 241 does not give rise to a private cause of action, as it is a criminal statute"), *report and recommendation adopted*, 2024 WL 3917604 (M.D. Fla. Aug. 22, 2024) (Mendoza, J.).

Our analysis of § 241 applies equally to every other Title 18 section the Plaintiffs have invoked (again, with one exception). No part of Title 18 explicitly or implicitly creates a private cause of action in any of the sections the Plaintiffs have cited. And each section does nothing but prescribe fines and imprisonment against "whoever" violates it. For instance, Counts 1 and 8 purport to assert claims under 18 U.S.C. § 1341. *See* Compl. ¶¶ 48, 75. But that section prescribes fines and imprisonment for "whoever" uses the mail to commit fraud. Because this section doesn't confer any rights on any class of persons, it doesn't create a private cause of action. *See Thomson v. Virgo*, 2021 WL 10410919, at *1 (M.D. Fla. June 3, 2021) (Scriven, J.) (collecting cases and holding that 18 U.S.C. § 1341 "provide[s] *criminal* penalties and do[es] not create a private right of action under which Plaintiff can pursue any claims").

Similarly, Count 3 invokes 18 U.S.C. § 656, *see* Compl. ¶ 54, which criminalizes theft or embezzlement by a bank "officer, director, agent, or employee." "Whoever" is subject to this section may be fined up to $1,000,000 and imprisoned up to 30 years. 18 U.S.C. § 656. Because § 656 confers no rights on any class of persons, it doesn't create a private cause of action. *See Bey v. Re/max*, 2023 WL 8778617, at *1 (M.D. Fla. Dec. 19, 2023) (Barber, J.) ("The Court notes that none of [18 U.S.C.

§§ 1025, 656, or 1951] support jurisdiction in this case, and Plaintiff has no private right of action under any of these criminal statutes."); *Welch v. Pen Air Fed. Credit Union*, 2019 WL 4684453, at *8 (S.D. Ala. Sept. 25, 2019) ("Welch also cites 18 U.S.C. §§ 656, 657, and 1344, but those statutes are criminal statutes which do not create a private civil right of action.").[5]

Counts 4 and 8 advance claims under 18 U.S.C. § 1025, *see* Compl. ¶¶ 58, 74, which prescribes fines and imprisonment for "whoever, upon any waters or vessel within the special maritime and territorial jurisdiction of the United States," defrauds anyone else. Again, no part of this section confers any right on any class of persons. So, it doesn't create a private cause of action. *See Re/max*, 2023 WL 8778617, at *1 n.1 ("Plaintiff has no private right of action under any of [18 U.S.C. §§ 1025, 656, or 1951].."). It's also uniquely unsuited to this case, where neither the complaint nor the attached affidavits even mention that anything happened within the "special maritime and territorial jurisdiction of the United States" as that jurisdiction is defined in 18 U.S.C. § 7. *See generally* Compl. Additionally, Count 4 invokes 18 U.S.C. § 1028A, which prescribes fines and imprisonment for "whoever" engages in identity theft. But, since this section doesn't confer any right on any class of persons, it doesn't create a private cause of action. *See Dada v. Andross*, 2023 WL 4846610, at *2 (S.D. Fla. July 28, 2023) (Ruiz, J.) ("Plaintiff's claim under 18 U.S.C. § 1028A is wholly frivolous. This is a federal criminal statute that penalizes '[a]ggravated identity theft,' not a civil statute. This count is therefore without arguable merit either in law or fact and fails to invoke federal question jurisdiction." (internal citations omitted)); *Riga v. Benezette*, 2012 WL 12910269, at *3 (M.D. Fla. July 12, 2012) (Fawsett, J.) ("Nothing

[5] Besides, the Complaint doesn't plead anything suggesting that § 656 even applies to any Defendant in this case. The Plaintiffs allege that all the Defendants are either "persons," "individuals," "banks," or "financial institutions" (naturally, without specifying which Defendant fits into which category). Compl. ¶ 4. But they don't allege that any of the Defendants are bank "officers, directors, agents, or employees" within the meaning of the statute. *See generally ibid.*

in section 1028A expressly creates a private right of action, nor has Congress implied that a private right of action exists.").

Count 6 arises under 18 U.S.C. § 241, *see* Compl. ¶ 65, which we used as our introductory example. *Supra* at 6–7. Since no part of that section confers any right on any class of persons, it doesn't create a private cause of action. Separately, based on the Defendants' alleged violation of § 241, the Plaintiffs also try to assert a claim under 42 U.S.C. § 1983, which fails for two reasons. *First*, "Section 1983 does not encompass claims based on statutory violations if . . . Congress has not created enforceable rights in the relevant statutory provisions." *Wehunt v. Ledbetter*, 875 F.2d 1558, 1563 (11th Cir. 1989) (citing *Pennhurst State Sch. and Hosp. v. Halderman*, 451 U.S. 1, 24–25 (1981)). As we explained, § 241 doesn't create any private cause of action. So, the Plaintiffs can't bring a § 1983 claim for violations of § 241. *Accord Corpus v. Depass*, 2020 WL 4260980, at *2 (M.D. Fla. July 24, 2020) (Steele, J.) ("Because [§§ 241 and 242] confer no right to Plaintiff, he cannot base a § 1983 claim on defendants allegedly violating either." (citing *Maynard v. Williams*, 72 F.3d 848, 852 (11th Cir. 1996))). *Second*, the Complaint doesn't sufficiently plead "that the conduct complained of was committed by a person acting under color of state law[.]." *Harvey v. Harvey*, 949 F.2d 1127, 1130 (11th Cir. 1992). The Complaint alleges that the "Defendant[s] act[ed] under color of law" when they "threaten[ed] the sale of Plaintiff's property through fraudulent foreclosure proceedings." Compl. ¶ 66. But the Defendants are all private parties, and "[u]se of the courts by private parties does not constitute an act under color of state law." *Harvey*, 949 F.2d at 1133 (collecting cases and affirming dismissal of § 1983 claim).

Count 7 advances a claim under 18 U.S.C. § 880, *see* Compl. ¶ 69, which prescribes fines and up to three years of imprisonment for "a person who receives, possesses, conceals, or disposes of any money or other property obtained from the commission of any offense under this chapter that is punishable for more than 1 year." No part of this section confers any right on any class of persons. So, it doesn't create a private cause of action. *See, e.g.*, *Johnson v. McCalla, Raymer, Liebert and Pierce, LLC*,

2022 WL 17493717, at *5 (N.D. Ga. Oct. 17, 2022) (dismissing civil count under § 880 because "criminal statutes do not provide a private right of action" (citing *Acevedo v. Cerame*, 156 F. Supp. 3d 1326, 1328-29 (D.N.M. 2015))), *report and recommendation adopted*, 2022 WL 18780967 (N.D. Ga. Nov. 23, 2022).

Count 9 asserts a claim under 18 U.S.C. § 878, *see* Compl. ¶ 77, which prescribes fines and imprisonment for "whoever knowingly and willfully" assaults, imprisons, kills, or kidnaps "a foreign official, official guest, or internationally protected person."[6] No part of this law confers any right on any class of persons. So, it doesn't create a private cause of action. *See, e.g.*, *El v. Kelly*, 2021 WL 218039, at *2 (E.D. Cal. Jan. 21, 2021) (dismissing civil count brought under § 878 because the "[p]laintiff, as a private citizen, has no authority to bring claims under federal statutes" (citing *Allen v. Gold Country Casino*, 464 F.3d 1044, 1048 (9th Cir. 2006))), *report and recommendation adopted*, 2021 WL 1092660 (E.D. Cal. Mar. 22, 2021); *Tijerina v. Little*, 2024 WL 3104763, at *4 & n.3 (D. Idaho June 24, 2024) (same). The district court's decision in *Tijerina* helpfully aggregates several cases, including two from courts in our Circuit, holding that twelve analogous sections of Title 18 don't create a private cause of action. *Id.* at *4 nn.3–4 (citing cases construing 18 U.S.C. §§ 4, 878, 912, 1001, 1016, 1342, 1514, 1621, 1622, 1661, 2071, and 2076). Additionally, the Plaintiffs don't purport to be foreign officials, official guests,

[6] To be precise, § 878 criminalizes violations or threatened violations of 18 U.S.C. §§ 112, 1116, or 1201. Each of these sections prescribes fines and imprisonment for "whoever" violates its substantive proscriptions: § 112 for "whoever" *assaults or imprisons* a foreign official, § 1116 for "whoever" *kills* a foreign official, and § 1201(a)(4) for whoever *kidnaps* a foreign official. Incidentally, none of these statutes creates a private cause of action, either.

or internationally protected persons. *See generally* Compl. ¶ 1 (describing each Plaintiff as "a person, and/or individual . . . and/or a bank . . . and/or a financial institution" (cleaned up)).[7]

Count 11 invokes 18 U.S.C. § 1344, *see* Compl. ¶ 83, which prescribes fines and imprisonment for "whoever" executes or attempts to execute a scheme to defraud a financial institution. Again, no part of this section confers any right on any class of persons. So, it doesn't create a private cause of action. *See, e.g.*, *Monsegue v. Griffith*, 2023 WL 1769218, at *2 (S.D. Ga. Jan. 6, 2023) (agreeing that § 1344 doesn't create a private right of action for civil claims), *report and recommendation adopted*, 2023 WL 1768127 (S.D. Ga. Feb. 3, 2023); *Cleaver v. Depena*, 2021 WL 6137313, at *2 (N.D. Fla. Nov. 22, 2021) (Jones, Mag. J.) ("Plaintiff, as a private citizen, has no private right of action to assert a violation of [§ 1344] the criminal bank fraud statute."), *report and recommendation adopted*, 2021 WL 6135932 (N.D. Fla. Dec. 29, 2021) (Walker, J.); *Thomson*, 2021 WL 10410919, at *1 (same); *Campbell v. M&T Bank*, 2017 WL 1091939, at *6 (W.D. Pa. Mar. 22, 2017) (same and collecting cases).

Finally, Count 12 arises under 18 U.S.C. § 2314, *see* Compl. ¶ 86, which prescribes fines and imprisonment for "whoever [knowingly] transports, transmits, or transfers in interstate or foreign commerce any" goods or money worth more than $5,000. No part of this section confers any right on any class of persons. So, it doesn't create a private cause of action. *See Anthony v. Comcast*, 2024 WL 3740149, at *2 (N.D. Ga. July 2, 2024) ("[T]here is no private right of action under § 2314 — transportation of stolen securities."). *Dodd v. Woods*, 2010 WL 3747007, at *6 (M.D. Fla. Aug. 31, 2010)

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[7] As best as we can tell, the Plaintiffs based their § 112 claim on a misreading of § 112(c), which gives each of the terms "foreign government," "foreign official," "internationally protected person," "international organization," "national of the United States," and "official guest" "the same meanings *as those provided in section 1116(b) of this title*." § 112(c) (emphasis added). Ignoring the reference to § 1116(b), the Plaintiffs claim that these terms (plus the term "non-citizen national," which doesn't appear in either § 112 or § 1116), "all have the same meaning." Compl. at 40. By this (erroneous) logic, if the Plaintiffs were "nationals of the United States," then they'd also be "foreign officials," etc., such that § 112 applied to them. Of course, the Plaintiffs *don't* claim to be "nationals of the United States" either. *See generally* Compl.

(Porcelli, Mag, J.) ("[I]n any event, § 2314 is a criminal statute that does not provide a private federal right of action."), *report and recommendation adopted*, 2010 WL 3745802 (M.D. Fla. Sept. 21, 2010) (Whittemore, J.).

We therefore conclude that no analogously written (and structured) section of Title 18 can create any private cause of action. *Accord Sandoval*, 532 U.S. at 289–90; *Smith*, 837 F. App'x at 770. That's consistent with what district courts in our Circuit have routinely decided (as we've shown). And it's what the Eleventh Circuit itself said in *Smith*, where the court affirmed a district court's decision declining to find private causes of action in 18 U.S.C. §§ 1001, 1005, 1506, and 1519—each of which follows the textual and structural patterns we've described here.[8] *See Smith*, 837 F. App'x at 770. Likewise, the Eleventh Circuit has refused to infer a private cause of action in 18 U.S.C. § 2261A—another typical Title 18 section that prescribes fines and imprisonment for "whoever" engages in interstate stalking. *Rock v. BAE Sys., Inc.*, 556 F. App'x 869, 871 (11th Cir. 2014) ("[H]aving carefully reviewed § 2261A, we cannot find anything in its plain language to indicate that it is more than a 'bare criminal statute.' . . . [T]here is no basis from which we can or should infer a private right of action, and the district court properly dismissed [the plaintiff]'s claim.").[9]

Because the Plaintiffs have no right to sue under the various Title 18 sections they've asserted, Counts 1, 3–4, 6–9, and 11–12 of the Complaint create no federal causes of action and (thus) provide no basis for removal to federal court.

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[8] Section 1001 prescribes fines and imprisonment for "whoever" knowingly falsifies or conceals a material fact in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States. Section 1005 does the same for any officer, director, agent, or employee of any bank who makes false entries in any book or report with the intent to defraud. Similarly, §§ 1506 and 1519 prescribe fines and imprisonment for anyone who falsifies, conceals, or destroys any record in a judicial proceeding or to impede a federal investigation, respectively.

[9] *See also Anthony v. Comcast*, 2024 WL 3740149, at *2 (N.D. Ga. July 2, 2024) ("Title 18 generally does not create civil liability or a private right of action, and private parties may not maintain suit under most Title 18 provisions.").

II. The Plaintiffs' Tenth and Eleventh "Federal" Claims Fail to State a Substantial, Non-Frivolous Federal Question

That leaves us with only two "federal-law" counts: Count 5, which alleges that the Defendants violated § 2 of the Sherman Act (15 U.S.C. § 2); and Count 10, which avers that the Defendants violated the Racketeering Influenced and Corrupt Organizations Act ("RICO") (18 U.S.C. §§ 1961–68). *See* Compl. ¶¶ 61–62 (Count 5); 79–80 (Count 10). Unlike the Title 18 counts, Counts 5 and 10 sound in statutes that *do* create private causes of action. *See* 15 U.S.C. § 15(a) ("[A]ny person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor in any district court of the United States . . . ."); 18 U.S.C. § 1964 ("Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court . . . ."). Still, the claims the Plaintiffs advance in these two counts are so insubstantial and frivolous that they cannot sustain our federal-question jurisdiction.

a. The Standard

"[A] federal court may dismiss a federal question claim for lack of subject matter jurisdiction only if: (1) 'the alleged claim under the Constitution or federal statutes clearly appears to be immaterial and made solely for the purpose of obtaining jurisdiction;' *or* (2) 'such a claim is wholly insubstantial and frivolous.'" *Blue Cross & Blue Shield of Alabama v. Sanders*, 138 F.3d 1347, 1352 (11th Cir. 1998) (quoting *Bell v. Hood*, 327 U.S. 678, 682 (1946)). "Under the latter *Bell* exception, subject matter jurisdiction is lacking only 'if the claim has no plausible foundation, or if the court concludes that a prior Supreme Court decision clearly forecloses the claim.'" *Ibid.* (quoting *Barnett v. Bailey*, 956 F.2d 1036, 1041 (11th Cir. 1992)).

It's true that we tend to give even badly pled "federal" claims the benefit of the doubt. "[T]he category of claims that are 'wholly insubstantial and frivolous' is exceedingly narrow," *Resnick v. KrunchCash, LLC*, 34 F.4th 1028, 1034 (11th Cir. 2022), and there's a subtle, but "important[,] distinction between the lack of subject matter jurisdiction and the failure to state a claim upon which

relief can be granted," *Sanders*, 138 F.3d at 1352.[10] To respect this distinction, our Circuit has explained that we must scrutinize *only* the seriousness (or frivolousness) of a claim, not whether "the cause of action alleged was one on which [the complainant] could actually recover." *Dime Coal Co., Inc. v. Combs*, 796 F.2d 394, 396 (11th Cir. 1986) (quoting *Bell*, 327 U.S. at 682); *see also Southpark Square Ltd. v. City of Jackson*, 565 F.2d 338, 342 (5th Cir. 1977) ("In determining substantiality, we must ask whether there is any legal substance to the position the plaintiff is presenting[.]" (cleaned up)). The circuit has also supplied a useful rule of thumb: When a defendant attacks subject-matter jurisdiction by asserting that the plaintiff has failed to state a claim, the "proper course of action for the district court (assuming that the plaintiff's federal claim is not immaterial . . . [or] insubstantial or frivolous) is to find that jurisdiction exists and deal with the objection as a direct attack on the merits of the plaintiff's case." *McGinnis v. Ingram Equip. Co., Inc.*, 918 F.2d 1491, 1494 (11th Cir. 1990).

Notwithstanding these various admonitions, though, federal courts routinely dismiss as frivolous claims sounding in "sovereign citizen" theories, even when the plaintiffs don't identify themselves as sovereign citizens. *See, e.g.*, *Linge v. State of Ga. Inc.*, 569 F. App'x 895, 896 (11th Cir. 2014) ("The district court did not err in determining that it lacked subject matter jurisdiction over Linge's [sovereign-citizen] claim [against the State of Georgia for collecting his child-support debt]. . . . [B]oth we and the district court lack jurisdiction to consider his claim because it is 'wholly insubstantial and frivolous.'"); *see also Trevino v. Florida*, 687 F. App'x 861, 862 (11th Cir. 2017) ("Trevino's legal arguments, that he must be released because Florida breached a security agreement

[10] Like many commentators, we doubt the soundness of this distinction. *Bell*, 327 U.S. at 683 (Black, J.) ("The accuracy of calling these [frivolousness] dismissals jurisdictional has been questioned."); *Rosado v. Wyman*, 397 U.S. 397, 404 (1970) (Harlan, J.) ("[T]he view that an insubstantial federal question does not confer jurisdiction [is] a maxim more ancient than analytically sound."); 13D CHARLES ALAN WRIGHT & ARTHUR R. MILLER, FEDERAL PRACTICE AND PROCEDURE § 3564 (3d ed.). But we agree that it's "an established principle of federal jurisdiction and remains the federal rule" unless the Supreme Court changes it. *Crowley Cutlery Co. v. United States*, 849 F.2d 273, 276 (7th Cir. 1988) (Posner, J.).

with him, are frivolous. . . . In addition, Trevino's factual allegations that he is a party to some sort of secured transaction requiring Florida to release him are clearly baseless."); *United States v. Sterling*, 738 F.3d 228, 233 n.1 (11th Cir. 2013) ("Courts have been confronted repeatedly by [sovereign citizens'] attempts to delay judicial proceedings and have summarily rejected their legal theories as frivolous.").[11]

b. Application

Here, the Plaintiffs are clearly advancing a "common sovereign citizen theory," which is that Public Law 73-10 and UCC 3-104 entitle them to satisfy, with fake money, a real debt they owe the Defendants. *Larkins v. Montgomery Cnty. Cir. Ct.*, 2020 WL 2744116, at *3 (M.D. Ala. Apr. 21, 2020), *report and recommendation adopted*, 2020 WL 2739821 (M.D. Ala. May 26, 2020) ("Although Plaintiff in this case does not specifically identify himself as a 'sovereign citizen,' he is clearly advancing a common sovereign citizen theory that Public Law 73-10 and UCC 3-104 somehow allow him to satisfy his debt to Defendants by converting a demand for payment into a money order.").[12] Recall that the entire basis for the Complaint is the Defendants' failure to accept the Bill of Exchange as a "tender made in full satisfaction and dollar for dollar discharge" under "UCC §§ 3-104, 3-603, and 3-111, [and] Public Law 73-10," which the Defendants also (somehow) admitted constituted a crime. Compl. at 7, ¶¶ 20–

[11] *See also, e.g.*, *Minton v. Adams Cnty. Ct. C.P.*, 2024 WL 1651661, at *4 (S.D. Ohio Apr. 17, 2024), *report and recommendation adopted*, 2024 WL 2126491 (S.D. Ohio May 13, 2024) (collecting cases and holding that "[c]ourts across the country have repeatedly and emphatically held that sovereign-citizen claims of this kind 'are so completely devoid of merit that they do not give rise to a federal controversy'").

[12] This theory, also known as the "vapor money" theory, has been rightly and roundly pilloried by courts across our Circuit. *Farina v. Navy Fed. Credit Union*, 2024 WL 3333270, at *2 (N.D. Fla. June 28, 2024) (Cannon, Mag. J.) ("Courts have consistently found complaints based on the vapor money theory to be frivolous."), *report and recommendation adopted*, 2024 WL 3330586 (N.D. Fla. July 8, 2024) (Wetherell II, J.); *Brown v. Selene Fin. LP*, 2023 WL 3335060, at *4 (N.D. Ga. Apr. 10, 2023) ("District courts across the country—and Northern District of Georgia district courts particularly—have overwhelmingly rejected the vapor money theory."), *report and recommendation adopted*, 2023 WL 4996552 (N.D. Ga. June 1, 2023); *Price v. Lakeview Loan Servicing, LLC*, 2021 WL 1610097, at *3 (M.D. Fla. Apr. 26, 2021) (Steele, J.) ("Plaintiff's arguments mirror other litigants' attempts to disavow legal obligations based on the vapor money theory and as such, the Court finds [that] the Amended Complaint, to the extent it relies upon this theory, is 'utterly frivolous and lacks any legal foundation.'"), *aff'd*, 2022 WL 896816 (11th Cir. Mar. 28, 2022).

32. The Plaintiffs root all of their claims, including their references to the Sherman Act and RICO, in this frivolous sovereign-citizen theory. *See, e.g.*, Compl. ¶¶ 62 (tying the Sherman Act claim to the UCC § 3-104 "tender of payment"), ¶¶ 79–80 (alleging that the RICO predicates were the criminal acts to which the Defendants "admitted"). So, the entire Complaint is frivolous. *Accord Larkins*, 2020 WL 2744116, at *5.

In other words, the fact that the Plaintiffs mentioned the Sherman Act and the RICO statutes doesn't give us federal-question jurisdiction over the Complaint. "Litigants who simply cite federal statutes and say that their claims arise under federal law do not conjure federal-question jurisdiction[.]" *Ngola Mbandi v. Pangea Ventures LLC*, 2023 WL 4486703, at *2 (7th Cir. July 12, 2023), *cert. denied*, 144 S. Ct. 695 (2024); *see also Miccosukee Tribe of Indians of Fla. v. Kraus-Anderson Const. Co.*, 607 F.3d 1268, 1273 (11th Cir. 2010) ("[A] mere incantation that [a] cause of action involves a federal question is not always sufficient."). Put another way, the federal question supposedly presented here is whether the Defendants violated our antitrust and racketeering statutes by failing to accept the Bill of Exchange as payment for some debt—again, the Complaint doesn't say exactly w*hich* debt—and then "admitting" that they committed various frauds by not "rebutting" some claptrap UCC affidavit. There isn't an iota of "legal substance" to this question, *Southpark*, 565 F.2d at 342, which is another way of saying it's frivolous, *see, e.g.*, *Atakapa Indian de Creole Nation v. Louisiana*, 943 F.3d 1004, 1007 (5th Cir. 2019) ("[J]urisdiction would still lie if the plaintiff presented a non-frivolous federal question. We find none. For example, the plaintiff asserts various antitrust violations, but fails to allege any colorable basis for them."); *Haxton v. State Farm Mut. Auto. Ins. Co. Bd. of Dirs.*, 2014 WL 3586550, at *5 (N.D. Fla. July 21, 2014) (Rodgers, J.) ("[I]nsofar as Plaintiff might seek[ ] to allege a civil RICO claim, relying on mail fraud as the predicate act, his allegations are insufficient to demonstrate federal question jurisdiction under the well-pleaded complaint rule. No federal question is presented on the face of the Second Amended Complaint because the allegations lack context and elaboration or any

factual support whatsoever connecting them to [conduct capable of giving rise to a claim]"); *see also Southpark*, 565 F.2d at 342 ("[W]e cannot avoid the conclusion that Southpark's claim is wholly insubstantial and frivolous. Southpark lost its property as a direct consequence of its own financial arrangements and tactical decisions, not because the City committed any act remotely resembling a taking.").[13]

We conclude, too, that the removal posture of this case dispels any presumption we might ordinarily make in favor of exercising our jurisdiction over these claims. In evaluating whether the "particular factual circumstances of a case give rise to removal jurisdiction, we [must] strictly construe the right to remove and apply a general presumption against the exercise of federal jurisdiction, such that all uncertainties as to removal jurisdiction are to be resolved in favor of remand." *Scimone v. Carnival Corp.*, 720 F.3d 876, 882 (11th Cir. 2013) (cleaned up); *see also Burns v. Windsor Ins. Co.*, 31 F.3d 1092, 1095 (11th Cir. 1994) ("Defendant's right to remove and plaintiff's right to choose his forum are not on equal footing; for example, unlike the rules applied when plaintiff has filed suit in federal court . . . removal statutes are construed narrowly. [W]here plaintiff and defendant clash about jurisdiction, uncertainties are resolved in favor of remand.").[14] On removal, it's the Defendants'

[13] As to the obvious frivolousness of the RICO claim in particular, the Eleventh Circuit's recent decision in *Rubinstein v. Yehuda* is instructive. 38 F.4th 982 (11th Cir. 2022). There, even a badly pled RICO claim that at least identified distinct predicate acts and attached "exhibits supporting th[o]se allegations" still conferred subject-matter jurisdiction. *Id.* at 994–95. Here, the *only* facts in the Complaint come from (or are about) the Agreement and the Affidavits. The Complaint doesn't allege that the Defendants did *anything* other than "acquiesce" to those documents. According to the Plaintiffs, everything the Plaintiffs are suing about was established by those documents. *See, e.g.*, Plaintiffs' Motion to Expedite Summary Judgment [ECF No. 24] ¶¶ 3–4 (claiming that "there is no material dispute of fact" because "Defendants have individually and collectively admitted all statements and claims by tacit procuration," and that, as a result, all "issues" and "claims" are "settled as res judicata, stare decisis, and collateral estoppel").

[14] Moreover, because of the removal posture, our Circuit's rule of thumb about how to construe attacks on subject-matter jurisdiction, *see McGinnis*, 918 F.2d at 1494, simply doesn't apply. The Defendants don't and can't attack our federal-question jurisdiction. They *don't* attack it because they want us to order arbitration, and they *can't* attack it because they invoked it to remove the case in the first place.

burden to establish our jurisdiction. *Mittenthal v. Fla. Panthers Hockey Club, Ltd.*, 472 F. Supp. 3d 1211, 1217 (S.D. Fla. 2020) (Altman, J.) (citing *McNutt v. Gen. Motors Acceptance Corp. of Ind.*, 298 U.S. 178, 189 (1936)). They chose to invoke our federal-question jurisdiction. But there's no non-frivolous federal question here.

* * *

Since nine of the Plaintiffs' "federal-question" counts advance no federal question at all—and because the other two "federal-question" claims are irredeemably insubstantial and frivolous—the Complaint fails, on its face, to invoke our subject-matter jurisdiction. Now, it's true that, if the Defendants had, say, invoked our *diversity* jurisdiction but failed to establish the parties' citizenship in the notice of removal, that would be the kind of "procedural, rather than jurisdictional, defect" for which a *sua sponte* remand would be inappropriate. *Corp. Mgt. Advisors, Inc. v. Artjen Complexus, Inc.*, 561 F.3d 1294, 1297 (11th Cir. 2009) (citing *In re Allstate Ins. Co.*, 8 F.3d 219, 221 (5th Cir. 1993)). Here, however, the Defendants removed the Complaint *only* because the Plaintiffs cite to federal statutes in connection with their nonsensical legal theories. As we've said, these federal statutes confer no subject-matter jurisdiction at all. And we needn't give the Defendants a second chance to carry their burden of identifying a federal question when there plainly isn't one in the underlying complaint. *See Mas Lab LLC v. iHealthcare, Inc.*, 2020 WL 1024823, at *3 (S.D. Fla. Mar. 3, 2020) (Bloom, J.) (remanding *sua sponte* after review of the record revealed no federal-question jurisdiction); *cf. Ruhlen v. Holiday Haven Homeowners, Inc.*, 28 F.4th 226, 228 (11th Cir. 2022) (denying permission to appeal under Class Action Fairness Act after district court *sua sponte* determined that federal-question jurisdiction no longer existed and remanded case to state court).

III. We Won't Exercise Supplemental Jurisdiction Over What's Left of the Complaint

Because we can't exercise jurisdiction over the putatively federal-law counts in the Complaint, we can't and won't exercise supplemental jurisdiction over the remaining state-law counts. The

purportedly federal claims we discussed in the preceding section "[we]re the only mechanism by which we [could] exercise original jurisdiction over this case." *Floyd v. Broward Cnty. Sheriff's Dep't*, 2019 WL 4059759, at *4 (S.D. Fla. Aug. 28, 2019) (Altman, J.). If there aren't any claims over which a district court has original jurisdiction, it may decline to exercise its supplemental jurisdiction over any remaining state-law claims. 28 U.S.C. § 1367(c)(3). "[C]onsiderations of judicial economy, convenience, fairness, and comity may influence the court's discretion to exercise supplemental jurisdiction." *Baggett v. First Nat'l Bank of Gainesville*, 117 F.3d 1342, 1353 (11th Cir. 1997); *see also United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 726–27 (1966) (establishing these factors). The power to hear cases via supplemental jurisdiction "need not be exercised in every case in which it is found to exist." *Gibbs*, 383 U.S. at 726. As the Supreme Court has said, supplemental jurisdiction "is a doctrine of discretion, not of plaintiff's right." *Ibid.* Obeying the Supreme Court's admonition, we decline to exercise our supplemental jurisdiction over the Plaintiffs' state-law claims (Counts 2 and 13–16). *See Barat v. Navy Fed. Credit Union*, 2024 WL 326445, at *6 (S.D. Fla. Jan. 29, 2024) (Altman, J.); *see also Lawson v. City of Miami Beach*, 908 F. Supp. 2d 1285, 1292–93 (S.D. Fla. 2012) (Moreno, C.J.) ("[C]onsiderations of practicality and comity counsel that a state judge is best equipped to resolve [such] state claims." (cleaned up)).

IV. MacArthur-Brooks and Walker Are Barred from Representing the Trust

One last thing. "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." *J.J. Rissell, Allentown, PA Tr. v. Marchelos*, 976 F.3d 1233, 1235 (11th Cir. 2020) (internal quotation marks omitted). "[A] nonlawyer trustee has no authority to represent a trust in court." *Ibid.* That's a problem for the Trust here. The Complaint is signed by Steven MacArthur-Brooks and Kevin Walker, each of whom purports to be an "Attorney In Fact," Compl. at 1, 41—which is to say, not an actual attorney. And the docket lists the Plaintiffs as proceeding *pro se*. *See generally* Docket. So, the Trust (at least) isn't properly represented,

and any filings made on its behalf by MacArthur-Brooks and Walker are invalid. To avoid any ambiguity, we'll strike all filings made on behalf of the Trust by MacArthur-Brooks and Walker.[15]

* * *

We therefore **ORDER and ADJUDGE** as follows:

1. This action is **REMANDED** to the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
2. All the Plaintiffs' filings are **STRICKEN** because they were filed by Steven MacArthur-Brooks and Kevin Walker, non-lawyers with no authority to represent the Trust in federal court. The Court will impose sanctions against MacArthur-Brooks and Walker if they continue to file frivolous documents in this case or purport to act on behalf of each other or the Trust.
3. We **DIRECT** the Clerk of Court to reject or decline to file all papers filed by Kevin Walker on behalf of any party other than himself. Should Walker obtain admission to the bar of any state, he may move for relief from this part of our Order.
4. This case shall remain **CLOSED**. All deadlines and hearings are **TERMINATED**, and any pending motions not **STRICKEN** are **DENIED as MOOT**.

[15] Even if we construed the Complaint as though it were filed only by MacArthur-Brooks proceeding *pro se*—ignoring that Walker also signed it—we'd reach the same conclusion. No private plaintiff could assert the claims we discussed in Section I of this Order, and Counts 5 and 10 are as frivolous as the rest of the Complaint. "Judges cannot and must not fill in the blanks for *pro se* litigants; they may only cut some linguistic slack in what is actually pled." *Floyd v. Rojas*, 2024 WL 4023141, at *1 (S.D. Fla. Aug. 30, 2024) (Altman, J.) (quoting *Hanninen v. Fedoravitch*, 2009 WL 10668707, at *3 (S.D. Fla. Feb. 26, 2009) (Altonaga, J.) (cleaned up)). To exercise jurisdiction over this action, we'd have to do more than fill in the blanks—we'd have to come up with a whole new complaint.

DONE AND ORDERED in the Southern District of Florida on January 3, 2025.

ROY K. ALTMAN
UNITED STATES DISTRICT JUDGE

cc: counsel of record