

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

ESHED ALSTON, )  
 ) C.A. No. K12C-07-027 JTV  
Plaintiff, )  
 )  
v. )  
 )  
DR. JAH I ISSA and the Estate there- )  
of and the online legal web site et al., )  
set up in the name of Dr. Jahi Issa for )  
full payment of legal services )  
rendered assisting Dr. Issa, )  
 )  
Defendants. )

*Submitted: September 28, 2012*  
*Decided: December 26, 2012*

Eshed Alston, *Pro Se.*

Dr. Issa, *Pro Se.*

*Upon Consideration of Defendant's*  
*Motion to Dismiss*  
**GRANTED**

*Upon Consideration of Plaintiff's*  
*Motion for Summary Judgment*  
**DENIED**

**VAUGHN, President Judge**

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### **ORDER**

Upon consideration of the defendant's Motion to Dismiss, the plaintiff's Motion for Summary Judgment, each parties' opposition to the other parties' motion, and the record of the case, it appears that:

1. The plaintiff, EShed Alston, filed a complaint against the defendant, Dr. Jahi Issa, alleging that the defendant breached an oral contract between the parties when he did not pay the plaintiff for legal services rendered for the defendant. On September 17, 2012, the defendant filed a Motion to Dismiss the compliant. On September 28, 2012, the plaintiff responded to that motion, and later filed a Motion for Summary Judgment on October 2, 2012. On October 5, 2012, the Court held a hearing on the motions.

2. In his complaint, the plaintiff contends that he provided forty hours of "paralegal" services for the defendant over a period of seven weeks based on an alleged oral promise that the defendant would pay the plaintiff \$50 an hour for his services. Although he did not describe what the legal assistance was for, the plaintiff did state that the defendant contacted him because the defendant was concerned that his attorneys were not acting in his best interests. In describing the nature of the work performed for the defendant, the plaintiff stated that he made "repeated trips to the law library," instructed Issa on the law, provided "invaluable Para-Legal help and assistance [to Issa]," and that Issa received "legal defense paperwork I helped you to write and that was created in fact as a result of my skills ability and acknowledged assistance." The plaintiff is seeking \$7,777,777 in actual and punitive damages.

\_\_\_\_3. The defendant moved to the dismiss the compliant, stating that "[i]t is

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not clear what this suit or motion is about.” At the hearing held on the motions, the defendant stated that “there was no verbal contract.” I will treat the defendant’s motion as a Motion to Dismiss under Superior Court Civil Rule 12(b)(6) for failure to state a claim upon which relief can be granted.

4. When deciding a Motion to Dismiss for failure to state a claim upon which relief can be granted, the complaint must give general notice of the claim asserted.<sup>1</sup> The complaint will not be dismissed unless it is clearly without merit as to either a matter of law or fact, or if “it appears with reasonable certainty that the plaintiff could not prove any set of facts that would entitle him to relief.”<sup>2</sup> The Court will limit its review of the motion to dismiss to the well-pleaded allegations in the complaint, but will draw all reasonable factual inferences in favor of the non-moving party.<sup>3</sup>

5. In his complaint, the plaintiff attempts to distinguish the services rendered for the defendant as “paralegal” services, rather than “legal” services. The plaintiff presumably does this to avoid being prosecuted for the unauthorized practice of law.<sup>4</sup>

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<sup>1</sup> *Doe v. Cahill*, 884 A.2d 451, 458 (Del. 2005).

<sup>2</sup> *Diamond State Tel. Co. v. Univ. of Del.*, 269 A.2d 52, 58 (Del. 1970).

<sup>3</sup> *Cahill*, 884 A.2d at 458.

<sup>4</sup> In his complaint, the plaintiff states that “Issa has informed me with a verbal threat **in black mail (voice mail) stating that Issa will turn me in for practicing law without a license.**” Compl. at 1-2 (emphasis in original). The plaintiff previously has been found to have engaged in the unauthorized practice of law, and was ordered by the Delaware Supreme Court to cease and desist providing legal services to others. *See In re Alston*, 2010 WL 715466 (Del. Mar. 1, 2010).

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6. The Delaware Supreme Court has approved the following definition for the practice of law:

In general, one is deemed to be practicing law whenever he furnishes to another advice or service under circumstances which imply the possession and use of legal knowledge and skill. The practice of law includes ‘all advice to clients, and all actions taken for them in matters connected with the law.’

The practice of law consists generally, in the rendition of legal service to another, or legal advice and counsel as to his rights and obligations under the law, calling for a degree of legal knowledge or skill, usually for a fee, or stipend . . . .<sup>5</sup>

7. The plaintiff stated in his complaint that he made “repeated trips to the law library,” instructed Issa on the law, provided “invaluable Para-Legal help and assistance [to Issa],” and that Issa received “legal defense paperwork I helped you to write and that was created in fact as a result of my skills ability and acknowledged assistance.” In addition, the plaintiff also filed a “Written Notice of Withdrawal” along with his complaint that stated that the plaintiff was withdrawing from further legal assistance to Dr. Issa due to disagreements and “irreparable differences with the Dr. Issa.” Furthermore, the plaintiff, in his response to the defendant’s Motion to Dismiss, evidently deposed a witness, Henry Fordham, in regards to an unrelated alleged attempted murder of the witness by two white males. At the end of the

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<sup>5</sup> *Marshall-Steele v. Nanticoke Mem’l Hosp., Inc.*, 1999 WL 458724 (Del. Super. June 18, 1999).

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deposition, it states: “Deposition of HENRY JOISEPH [*sic*] FORDHAM prepared 9/21/12 Triple 777 Para Legal Services of Dover DE Para-Legal EShed Alston transcriber.”

8. The plaintiff previously has been found to have engaged in the unauthorized practice of law by the Board on the Unauthorized Practice of Law, who’s report was approved by the Delaware Supreme Court. Although the plaintiff attempts to distinguish his services as “paralegal” services, rather than pure “legal” services, it is apparent that he was providing legal advice and services to the defendant. In fact, Mr. Alston attempted to make this distinction to the Board on the Unauthorized Practice of Law, to no avail.<sup>6</sup> In this case, the plaintiff has engaged in many of the practices that were deemed to be the unauthorized practice of law by the Board, including assisting others in looking up documents in the law library, and representing his independent legal entity, 777 Para-Legal Services, in legal matters.<sup>7</sup> Mr. Alston’s actions in this case also comport with the findings of the Board on the Unauthorized Practice of Law, who stated:

Alston has been quoted at length to show the obvious: he wants to file legal papers on behalf of third parties; he wants to participate in Court proceedings on behalf of third parties; he wants to draft legal documents on behalf of third parties; and he wants to file documents with Courts and third parties in a manner that would lead others to

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<sup>6</sup> See *In re Alston*, 2010 WL 715466, at \*3 (“What is here is someone-Alston-who has cloaked himself in a name-‘para-legal’-and is conducting himself as an attorney, with all of the rights and privileges which an attorney would have.”).

<sup>7</sup> *Id.* at \*3.

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believe Alston is authorized and qualified to give legal services.<sup>8</sup>

In other words, Alston wants to play lawyer. But he is not licensed to do so and he should be prevented from doing so.

9. Lastly, it should be noted that the Board concluded its report by adopting the Office of Disciplinary Counsel's request that the Board order Alston to cease and desist the unauthorized practice of law, and further stated that:

[T]he Board cautions the requested remedy may not be sufficient; Alston has been consistent in his refusal to accept limitations on his conduct. *The Court may be required to additionally Order that no Delaware Court, agency, governmental body, or other entity over which the Court can assert jurisdiction accept any filings, of any kind whatsoever, where Alston in any way attempts to, or purports to, be acting in any capacity for a third party or entity. Such an Order would limit Alston to only pro se conduct, acting solely in his name for his personal matters.*<sup>9</sup>

On March 2, 2010, the Delaware Supreme Court approved the report issued by the Board on the Unauthorized Practice of Law, and ordered that Alston "shall CEASE and DESIST the unauthorized practice of law immediately."<sup>10</sup>

10. Based on the foregoing discussion, I find that the plaintiff, EShed

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<sup>8</sup> *Id.* at \*4.

<sup>9</sup> *Id.* (emphasis added).

<sup>10</sup> *See In re Alston*, 2010 WL 715466 (Del. Mar. 1, 2010).

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Alston, has engaged in the unauthorized practice of law by holding himself out as an attorney, and by providing legal services for the defendant.<sup>11</sup> In this case, the plaintiff is suing the defendant for the alleged breach of an oral contract to provide legal services for the defendant. Although he is allowed to represent himself in a lawsuit, he cannot seek to prosecute a breach of contract claim when the underlying contract was for legal services that he is expressly unauthorized to perform by law. This Court will not enforce such a contract, because the plaintiff's conduct violates the Supreme Court Order in *In re Alston*, and to do so would violate public policy. Therefore, I find that the contract is void as a matter of law,<sup>12</sup> and the plaintiff is barred from seeking to enforce the alleged oral contract.

11. For the foregoing reasons, the defendant's Motion to Dismiss is *granted*, and the plaintiff's Motion for Summary Judgment is *denied*.

**IT IS SO ORDERED.**

/s/ James T. Vaughn, Jr.

oc: Prothonotary  
cc: Order Distribution  
File

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<sup>11</sup> Like the Board on the Unauthorized Practice of Law, I find Alston's attempt to distinguish "paralegal" services from "legal" services unpersuasive. Even if the Court did accept this argument, paralegals must work for, or under the supervision of, a licensed attorney, which Alston does not. See *In re Alston*, 2010 WL 715466, at \*3.

<sup>12</sup> See *Franks v. Hoizon Assurance Co.*, 553 A.2d 1199, 1205 (Del. 1998) (holding that a contract provision that violates clear public policy is invalid as a matter of law).