

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 09-12346
Non-Argument Calendar

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT JANUARY 4, 2010 JOHN P. LEY ACTING CLERK
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D. C. Docket No. 09-60623-CV-WPD

DOUGLAS E. NALLS,

Plaintiff-Appellant,

versus

STAR MOTORS, LLC,
d.b.a. Mercedes Benz of Fort Lauderdale,
PETER GEGAN,
Agent for Star Motors, LLC,
RALPH MESA,
Agent for Star Motors, LLC,
JOHN CROCETTI,
Agent for Star Motors, LLC,
JAMES BENDER, Manager,
Agent for Star Motors, LLC,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of Florida

(January 4, 2010)

Before MARCUS, WILSON and ANDERSON, Circuit Judges.

PER CURIAM:

Douglas E. Nalls appeals the *sua sponte* dismissal of his *pro se* breach-of-contract suit. After a careful review of the record, we conclude that the district court did not abuse its discretion in dismissing the complaint as frivolous under 28 U.S.C. § 1915(e)(2)(B)(i). *Miller v. Donald*, 541 F.3d 1091, 1100 (11th Cir. 2008); *Bilal v. Driver*, 251 F.3d 1346, 1349–50 (11th Cir. 2001). Moreover, we note separately from the pleadings that the defendant STAR MOTORS, LLC is a Delaware corporation with its principal place of business in Florida, and is likely a citizen of Florida for purposes of diversity jurisdiction. Therefore, we doubt that the district court was vested with subject-matter jurisdiction to hear this case because of a lack of diversity between the parties. *See* 28 U.S.C. § 1332(a)(1), - (c)(1); *MacGinnitie v. Hobbs Group, LLC*, 420 F.3d 1234, 1239 (11th Cir. 2005); *see also Nalls v. Mercedes Benz of Fort Lauderdale*, No. 06-60081-CIV-COHN, 2008 U.S. Dist. LEXIS 26157, at *1 (S.D. Fla. Apr. 1, 2008).

AFFIRMED.