UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No. 1:10-cv-23235/HOEVELER

DAVID KARDONICK, JOHN DAVID, and MICHAEL CLEMINS, individually and on behalf of all others similarly situated and the general public,

Plaintiffs,

v.

JPMORGAN CHASE & CO. and CHASE BANK USA, N.A.

Defendants.

DEFENDANTS' MEMORANDUM IN SUPPORT OF THEIR CROSS-MOTION TO STRIKE OR DISMISS PLEADING BY TREVOR GRANT AND IN OPPOSITION TO MR. GRANT'S REQUEST FOR SUMMARY JUDGMENT

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Defendants JPMorgan Chase & Co. & Chase Bank USA, N.A. (together, "Chase") submit this memorandum in support of its cross-motion to strike or dismiss (Dkt. # 452) and in opposition to Mr. Grant's request for summary judgment (Dkt. # 451).

INTRODUCTION AND SUMMARY OF ARGUMENT

In September 2011, this Court granted final approval to a nationwide class action settlement. One of the *pro se* objectors to that class-action settlement, Trevor Grant, appealed this Court's final approval order. By May 10, 2012, the Eleventh Circuit had dismissed the appeals filed by Mr. Grant and other objectors, and the case filed in this docket was closed by the clerk of court.

Nevertheless, nearly three months after the Eleventh Circuit dismissed his appeal, Mr. Grant filed a *pro se* pleading in this docket that he says is an attempt to "fil[e] a law suit" against Chase. (Dkt. # 451, at 1.) The only thing that is clear from Mr. Grant's pleading is that it has nothing to do with the products that were the subject of the nationwide class action settlement. Instead, it relates to a separate product that was not at issue in the underlying litigation.

As explained below, this Court should either strike or dismiss Mr. Grant's pleading. Mr. Grant has attempted to assert new claims against Chase; to do so, he must file his complaint under a new docket number, sign his pleading, and pay a filing fee (or obtain the Court's permission to proceed *in forma pauperis*). Mr. Grant has done none of these things, and therefore his pleading should be stricken. Alternatively, Mr. Grant's pleading should be dismissed. Mr. Grant never served Chase with a summons and a copy of his Complaint. Moreover, his 20-page pleading does not contain a single plausible allegation of wrongdoing against Chase, and it does not give Chase "fair notice of what the ... claim is and the grounds

upon which it rests." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007). For these reasons, this Court should grant Chase's cross-motion.

Although Mr. Grant's pleading resembles a complaint, the docket entry accompanying Mr. Grant's pleading described his pleading as a "Motion for Summary Judgment." To the extent that this Court may decide to construe Mr. Grant's pleading as a motion for summary judgment, it should deny the motion. Mr. Grant has failed to explain why he is entitled to judgment as a matter of law. Fed. R. Civ. Pro. 56(a). Mr. Grant also failed to demonstrate the absence of any genuine issue of material fact. *See* Local R. 56.1(a).

BACKGROUND

A. Overview of the *Kardonick* Lawsuit

Beginning in September 2010, several class-action lawsuits were filed against Chase challenging the manner in which Chase marketed and administered "payment protection" plans to Chase credit card holders. Payment protection plans – which federal regulations refer to as "debt cancellation contracts" and "debt suspension agreements," *see* 12 C.F.R. § 37.1(a) – are optional features of a credit card account that permit cardholders to cancel or suspend their obligation to repay credit card debts under certain circumstances. Federal law authorizes national banks like Chase to offer payment protection plans. *See* 12 C.F.R. § 37.1(a). The lawsuits filed against Chase were consolidated into a single proceeding in this Court.

On December 21, 2010, the parties filed with the district court a settlement agreement that resolved all of the asserted claims on a nationwide class basis. (Dkt. # 16.) On September 16, 2011, following a hearing, this Court entered an order finally approving the settlement. (Dkt. # 384.) This Court certified the following settlement class:

> All Chase Cardholders who were enrolled or billed for a Payment Protection Product at any time between September 1, 2004 and November 11, 2010. Excluded from the class are all Chase Cardholders whose Chase Credit Cards Accounts that were enrolled or billed for a Payment Protection Product were discharged in bankruptcy.

(*Id.*, ¶ 3.) The settlement agreement defines the term "Payment Protection Product" as follows:

> [A]ll debt cancellation and suspension products currently or previously offered by Chase (whether directly or indirectly through a co-brand, private label, or other partner), including, but not limited to, Chase Payment Protector, Chase Payment Advantage, Account Protection Plan, Total Protection Plan, Account Security Plan, Account Ease, and any Chase business card or private label account debt suspension or cancellation product, by whatever name any of the foregoing products are or were known. "Payment Protection Product" does not include a non-credit card product offered by a Chase affiliate.

(Dkt # 16, Section II(gg).)

A handful of individuals filed appeals challenging this Court's final approval order. All of those appeals were dismissed by May 10, 2012. (Dkt. #'s 449, 450.) This action was closed that same date, when the Eleventh Circuit issued its mandate. (*See* Dkt. # 450.)

B. Mr. Grant's Objection To the *Kardonick* Settlement.

Trevor Grant, who is proceeding *pro se*, was one of the individuals who objected to and subsequently appealed this Court's final approval order. However, Mr. Grant has never been enrolled in or billed for a payment protection product. (Declaration of Marc Fink (hereinafter "Fink Decl.") ¶ 3.)[1] Instead, Mr. Grant was enrolled in a credit insurance product called LifePlus. (*Id.* ¶¶ 4, 6; *see also* Dkt. # 451, at 8.)

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[1] A true and correct copy of the Declaration of Marc Fink, which was filed in the Eleventh Circuit on March 15, 2012, is attached hereto as Exhibit 1.

Individuals who enrolled in *credit insurance products* are not included in the class definition and are not bound by the settlement or the Final Approval Order. Credit insurance products entail purchasing from a *third party insurer* a right to receive financial benefits if certain contingencies occur. Payment protection products are *not* credit insurance products because payment protection involves an agreement by the creditor itself – rather than a third party – to forgive or mitigate debt under certain circumstances. *See e.g.*, *First Nat'l Bank of E. Ark. v. Taylor*, 907 F.2d 776, 780 (8th Cir. 1990). For this reason, credit insurance products are distinct from payment protection products "as a matter of law." Office of the Comptroller of the Currency, *Debt Cancellation Contracts and Debt Suspension Agreements*, 67 Fed. Reg. 58,962, 58,964 (Sept. 19, 2002); *see also Taylor*, 907 F.2d at 779-80 (holding that payment protection products "do not constitute the 'business of insurance'").

C. Mr. Grant's Appeal Is Dismissed, and He Files A New Pleading.

Both class counsel and counsel for Chase spoke with Mr. Grant on multiple occasions to explain to him that he was not a member of the class. Mr. Grant refused to voluntarily dismiss his appeal. Accordingly, Chase filed a motion to dismiss Mr. Grant's appeal. *See* No. 11-14538 (11th Cir. Mar. 15, 2012). On April 27, 2012, the Eleventh Circuit dismissed Mr. Grant's appeal because he failed timely to file a brief or excerpts from the record. *See* No. 11-14538 (11th Cir. Apr. 27, 2012).

Nearly three months after the Eleventh Circuit dismissed his appeal and the *Kardonick* litigation definitively ended, Mr. Grant – again proceeding *pro se* – filed a new pleading in this Court. (*See* Dkt. # 451.) Mr. Grant's pleading is hard to follow, but he purports to file a lawsuit against Chase, the American Bankers Life Assurance Company, and the American Bankers Insurance Company of Florida. (*Id.* at 1.) Mr. Grant, who is not a registered ECF user, did not serve this pleading on Chase.

Mr. Grant's pleading does not clearly specify what Chase has done wrong. Mr. Grant repeatedly refers to federal and state law, but he does not state what conduct Chase engaged in that purportedly violated these laws. In addition, portions of Mr. Grant's pleading refer to "payment protection" plans (*id.* at 9-10, 12), but Mr. Grant was never enrolled in such a plan (Fink Decl. ¶¶ 3-6). Among other things, Mr. Grant asks this court to certify a class and to award $5 million in damages. (Dkt. # 451, at 2.)

Mr. Grant's pleading is dated July 16, 2012, and it was received by the Clerk's office on July 20, 2012. In docketing Mr. Grant's pleading on the Court's ECF system, the Clerk's office designated Mr. Grant's pleading as a "Motion for Summary Judgment." (*See id.* (docket text)) However, Mr. Grant's pleading does not contain a caption or otherwise indicate the purpose of his pleading, and he expressly invites this court to enter judgment "without regard to the standards for summary Judgment contained in RULE 56(c) OF THE federal RULES of civil procedure." (*Id.* at 13.)

PROCEDURAL STANDARD

"[E]ven *pro se* litigants must meet certain minimal standards of pleading." *St. John v. United States*, 54 F. Supp. 2d 1322, 1323 (S.D. Fla. 1999). Thus, courts are "not required to abrogate the basic pleading essentials or conjure up unplead allegations simply because the Plaintiff is proceeding *pro se*." *Id.* "[T]he leniency afforded *pro se* litigants does not give courts license to serve as de facto counsel or to rewrite an otherwise deficient pleading in order to sustain an action," *Schuler v. Ingram & Assocs.*, 441 F. App'x 712, 716 n.3 (11th Cir. 2001), and "*pro se* litigants are still required to conform to the procedural rules." *Dennis v. City of N. Miami*, 2008 WL 783737, at *2 (S.D. Fla. Mar. 21, 2008).

ARGUMENT

I. MR. GRANT'S PLEADING SHOULD BE FILED IN A NEW ACTION AND STRICKEN FROM THIS DOCKET.

Mr. Grant's pleading makes clear that he seeks to "fil[e] a law suit." (Dkt. # 451, at 1.) Accordingly, he must file a complaint and a civil cover sheet under a new docket number. *See* Fed. R. Civ. Pro. 3; Local R. 3.3. Mr. Grant must also either pay a $350 filing fee to initiate a new case or file a motion to proceed *in forma pauperis.*

Mr. Grant has not done any of these things. Mr. Grant has not paid his filing fee, nor has he filed a motion to proceed *in forma pauperis.*[2] Instead, Mr. Grant seeks to avoid these and other requirements by filing his claims in the *Kardonick* docket. Defendants are not aware of any authority permitting an individual who was not a party to a previous lawsuit to avoid filing fee requirements by filing a pleading in an unrelated docket. The appropriate course is to strike Mr. Grant's pleading and order him to comply with this Court's rules for initiating a new lawsuit. *See, e.g., Dupree v. Palmer*, 284 F.3d 1234 (11th Cir. 2002) (parties must pay filing fee at time suit is initiated).

Mr. Grant's pleading also should be stricken because he did not sign his pleading, as required by Fed. R. Civ. Pro. 11(a). Mr. Grant's signature is necessary to certify that his pleading "is not being presented for any improper purpose" and that his "claims, defenses, and other legal contentions are warranted by existing law." Fed. R. Civ. Pro. 11(b). Rule 11 is clear that a court "must strike an unsigned paper unless the omission is promptly corrected after being called to the ... party's attention." Fed. R. Civ. Pro. 11(a); *see also DiProjetto v. Allen*, 2009

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[2] It is not clear that Mr. Grant could demonstrate that he is entitled to avoid this Court's $350 civil case filing fee by filing a motion to proceed *in forma pauperis*. Mr. Grant previously paid, without objection, a $455 filing fee to appeal this Court's final approval order to the Eleventh Circuit. *See* No. 11-14538 (11th Cir. Oct. 3, 2011) (docket text indicating "fee paid").

WL 1405447, at *2 (W.D.N.Y. May 18, 2009) ("the plain language of Rule 11(a) requires that the Court strike the complaint, since Plaintiff did not promptly correct the error after it was brought to his attention").

Mr. Grant's pleading also contains numerous other deficiencies that warrant striking the pleading. For example, Mr. Grant seeks to certify this action as a class action. (Dkt. # 451, at 2.) However, the pleading is not designated as a "class action," and it does not contain class action allegations, both of which are required by Local Rule 23.1. *See Brueggemann v. NCOA Select, Inc.*, 2009 WL 1873651, at *8 (S.D. Fla. Jun. 30, 2009) (ordering party to file new complaint in compliance with Local Rule 23.1); *Young v. Bellsouth Telecomms., Inc.*, 2001 WL 36260499, at *1 (S.D. Fla. Sept. 25, 2001) (dismissing complaint that failed to comply with Local Rule 23.1). Mr. Grant also failed to comply with the form for pleadings set forth in Local Rule 5.1(a). *AF Holdings, LLC v. Does 1-162*, 2012 WL 488217, at *5 (S.D. Fla. Feb. 14, 2012) (noting that requirements of Local Rule 5.1(a) "exist for a reason" and ordering party to comply with rules).

For all these reasons, this Court should grant Chase's motion to strike.

II. ALTERNATIVELY, MR. GRANT'S PLEADING SHOULD BE DISMISSED UNDER FED. R. CIV. PRO. 12.

Alternatively, this Court should dismiss Mr. Grant's pleading because Mr. Grant failed to comply with Rules 4 and 8 of the *Federal Rules of Civil Procedure*.

A. Mr. Grant Failed To Properly Serve Chase.

Fed. R. Civ. Pro. 12(b)(5) permits this Court to dismiss any claims for "insufficient service of process." Dismissal on those grounds is warranted here because no summons has been issued and because Chase has not been properly served with a complaint.

First, Mr. Grant has not served Chase with a summons. Rule 4 provides that "[a] summons ... must be issued for each defendant to be served." Fed. R. Civ. Pro. 4(b). Here, Mr. Grant has not served Chase with any summons, much less a summons that that is "signed by the clerk" and "bear[s] the court's seal." Fed. R. Civ. Pro. 4(a)(1)(F), (G). Nor is there any indication that he presented a "properly completed" summons to the Clerk for a signature. Fed. R. Civ. Pro. 4(b). When, as here, a party has not served with a summons, this Court should dismiss any claims for relief. *See Martinez v. Deutsche Bank Nat'l Trust Co.*, 2012 WL 1162360, at *3 (M.D. Fla. Jan. 19, 2012) (granting motion to dismiss when defendant not served with summons that was signed by the clerk).

Second, Mr. Grant has not served Chase with a copy of his pleading. Rule 4(c)(1) provides that "[a] summons must be served with a copy of the complaint." Mr. Grant has not satisfied any of Rule 4(h)'s requirements to effect service upon corporate entities. To the contrary, the only notice Chase received of Mr. Grant's claims came on July 23, 2012, when Chase's counsel received an ECF notification that Mr. Grant's pleading had been filed. It is well established that when, as here, a party has not waived service under Rule 4(d), a court should grant a motion to dismiss for improper service even if that party has actual notice of the lawsuit.[3] *See Nat'l Dev. Co. v. Triad Holding Corp.*, 930 F.2d 253, 256 (2d Cir. 1991) ("actual notice" of action does not cure insufficient service); *Way v. Mueller Brass Co.*, 840 F.2d 303, 306 (5th Cir. 1988) (actual notice "is insufficient to satisfy Rule 4's requirements").

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[3] If Mr. Grant contends that he has properly served Chase, he must submit an affidavit providing proof of service. *See* Fed. R. Civ. Pro. 4(*l*).

B. Mr. Grant's Pleading Fails To State A Claim For Relief.

Fed. R. Civ. Pro. 12(b)(6) permits a court to dismiss a complaint that fails to state a claim for relief. This Court should do so here.

Rule 8 requires Mr. Grant to provide "a short and plain statement of the claim showing that pleader is entitled to relief." Fed. R. Civ. Pro. 8(a)(2). This means that Mr. Grant's pleading must contain "sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its own face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). In other words, "[t]o survive a motion to dismiss, a complaint must allege both a cognizable legal theory and sufficient facts to support it." *Goldin v. Boce Group, L.C.*, 773 F. Supp. 2d 1376, 1378 (S.D. Fla. Mar. 29, 2011); *see also Nawab v. Bank of America*, 2012 WL 2917852, at *1 (M.D. Fla. July 17, 2012) (granting motion to dismiss complaint that "fails to set forth specific facts linking the Defendant's acts or omissions to the alleged violations"). These requirements are necessary to give the defendant "fair notice of what the ... claim is and the grounds upon which it rests." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

Rule 8's pleading requirements have not been satisfied here. Although Mr. Grant seeks $5 million in damages, nowhere in his pleading does he allege facts sufficient to show that it is "plausible" that he is entitled to such relief from any entity, much less Chase. For example, Mr. Grant references his credit insurance policy (Dkt. # 451, at 4-8, 15), but he does not allege that he was denied insurance benefits he was entitled to receive. Similarly, Mr. Grant attaches four credit card statements from January to April 2009 reflecting various charges to his account (*Id.* at 17-20), but he does not identify what charges – if any – Chase improperly imposed on his account.

Other portions of Mr. Grant's pleading do not put Chase on notice of any wrongful conduct. For example, Mr. Grant references a Texas Life, Accident, Health and

Hospital Service Insurance Guaranty Association, but the documentation he attaches to his pleading suggests that that Association simply provides backup insurance protection if an insurance company has been declared insolvent or ordered liquidated. (*Id.* at 3.) Similarly, Mr. Grant's pleading also references claims involving "payment protection" plans (*id.* at 9-10, 12), even though Mr. Grant was never enrolled in a payment protection plan (Fink Decl. ¶¶ 3-6) and even though any payment protection claims were released in the *Kardonick* settlement (Dkt. # 384, ¶ 16).

Even if Mr. Grant's pleading could somehow be construed to allege that Chase committed any wrongdoing, any such allegations would appear to fall outside the statute of limitations. Mr. Grant references the Truth and Lending Act (Dkt. # 451, at 10) and Delaware's breach-of-contract law (*id.* at 11). But claims under both laws must be asserted within one year and three years, respectively. *See* 15 U.S.C. § 1640(e) (one-year statute of limitations for TILA violations); 10 Del. Code § 8106(a) (three-year statute of limitations for breach of contract claims). Mr. Grant does not allege that Chase engaged in wrongful conduct within the limitations period. To the contrary, the most recent billing statement Mr. Grant attaches to his pleading is dated May 4, 2009, but Mr. Grant filed his pleading on July 20, 2012, more than three years later.

In short, based on Mr. Grant's pleading, Chase lacks "fair notice of what the ... claim is and the grounds upon which it rests." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555 (2007). This Court should therefore dismiss Mr. Grant's pleading for failure to state a claim. *See, e.g., St. John*, 54 F. Supp. 2d at 1323 (courts are "not required to abrogate the basic pleading essentials or conjure up unplead allegations simply because the Plaintiff is proceeding *pro se*").

III. TO THE EXTENT THIS COURT MAY CONSTRUE MR. GRANT'S PLEADING AS A MOTION FOR SUMMARY JUDGMENT, IT SHOULD DENY THE MOTION.

When docketing Mr. Grant's pleading, the Clerk characterized Mr. Grant's pleading as a "Motion for Summary Judgment." Mr. Grant himself is not clear if he is asking this Court to enter summary judgment. *Compare* Dkt. # 451, at 11 ("I ASKING THE COURT FOR A FULL SUMMARY JUDGMENT BY COURT"), *with id.* at 13 (asking this Court to grant Mr. Grant's prayer for relief "without regarding to the standards for summary judgment contained in RULE 56(c) OF THE federal Rules of Civil procedure"). If this Court construes Mr. Grant's motion as a motion for summary judgment, it should deny the motion.

Under Rule 56, a party is entitled to summary judgment only "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. Pro. 56(a). Mr. Grant's pleading does not satisfy either of these two requirements. As an initial matter, Mr. Grant has not demonstrated that "there is no genuine dispute as to any material fact." Mr. Grant must "cit[e] to particular parts of materials in the record" to "support his assertion" that "a fact cannot be or is genuinely disputed." Fed. R. Civ. Pro. 56(c)(1)(A). Indeed, Local Rule 56.1 requires him to submit a "statement of material facts as to which it is contended that there does not exist a genuine issue to be tried."[4] Local R. 56.1(a). Mr. Grant has done none of these things, and he attaches no declaration or other proof of the hearsay assertions made in his pleading. Under these circumstances, courts deny motions for summary judgment. *See, e.g., Ocean's 11 Bar & Grill,*

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[4] For the reasons explained in Part II.B above, Chase is unable to prepare a responsive statement of material facts. This is especially true here because the materials Mr. Grant has submitted with his pleading have not been "presented in a form that would be admissible in evidence." Fed. R. Civ. Pro. 56(c)(2).

Inc. v. Indemnity Ins. Corp. RRG, 2012 WL 2675435, at *3 (S.D. Fla. Jul. 6, 2012) (denying plaintiff's motion for summary judgment for failing to comply with Local Rule 56.1 because "Plaintiff has not met its burden to inform the court of the basis for its motion"). *Cf. Cruz v. Advance Stores Co., Inc.*, 842 F. Supp. 2d 1356 (S.D. Fla. 2012) ("Plaintiff has admitted (by violating Local Rule 56.1(a)) that there is nothing in the record to substantiate [his] claims.").

Finally, Mr. Grant's pleading does not explain why he is entitled to judgment as a matter of law. It is not accompanied by a memorandum of law that cites supporting authorities, as required by Local Rule 7.1(a). For these reasons, to the extent this Court may decide to construe Mr. Grant's pleading as a motion for summary judgment, the motion should be denied.

CONCLUSION

For the foregoing reasons, Chase respectfully requests that the Court grant its cross-motion by (1) striking Mr. Grant's pleading and/or (2) dismissing Mr. Grant's claims. Chase also respectfully requests that the Court deny Mr. Grant's request for summary judgment.

Dated: August 6, 2012

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of August, 2012, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

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