

In the United States Court of Federal Claims

No. 11-30C

(Filed: May 25, 2011)

(Not For Publication)

MOORISH SCIENCE TEMPLE
OF AMERICA,¹

Plaintiff,

v.

THE UNITED STATES et al.,²

Defendant.

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ORDER OF DISMISSAL

WILLIAMS, Judge.

This matter comes before the Court on Defendant’s motion to dismiss Plaintiff pro se’s complaint pursuant to Rules 12(b)(1) and 12(b)(6) of the Rules of the United States Court of Federal Claims (“RCFC”).³ For the reasons stated below, Defendant’s motion to dismiss is granted.

¹ Plaintiff’s full title is “Moorish Science Temple of America ‘Sheiks’/Claimant heir(s): :Celestine :Bey (ex rel. :Celestine :Garris) In Propria Persona Sui Juris.”

² Plaintiff also names “Aurora Loan Services LLC, et al., CEO Ralph Lenzi III, et al., Zucker, Goldberg, and Ackerman LLC et al., Essex County Sheriff et al., State of New Jersey et al., and Superior Court of New Jersey Chancery Division, et al.,” as Defendants. The Court refers to the United States as represented by the Department of Justice as “Defendant,” and to all parties named by Plaintiff as “Defendants.”

³ Plaintiff did not file an opposition to Defendant’s motion.

Background⁴

Plaintiff pro se, Celestine R. Garris as sheik, heir, and member of the Moorish Science Temple of America (“Plaintiff”), alleges that the United States denied her constitutional rights when the Superior Court of New Jersey approved a sheriff’s sale of foreclosed property in that state. See Compl. ¶ 4; see Def.’s Ex. B.⁵

Plaintiff borrowed approximately \$386,400 in 2005 or 2006 to purchase a property in Newark, New Jersey.⁶ Def.’s Ex. A; Def.’s Ex. B. Plaintiff defaulted on the loan, and on October 23, 2009, the Superior Court of New Jersey ordered a sheriff’s sale of the property to satisfy the amount in default. Def.’s Ex. B.

On January 11, 2011, Plaintiff filed the instant action. Plaintiff alleges that by authorizing and conducting the sheriff’s sale of her property, the state court and other named parties violated her constitutional right to a jury trial, committed various torts, and perpetrated “Fraud, and other Felonies, High Crimes and Misdemeanors.” Compl. ¶¶ 10, 11. In addition, Plaintiff alleges that Defendants breached a “voluntary contract” by not responding to documents Plaintiff filed in the Cook County Recorder’s office related to her foreclosure proceeding. Id. ¶¶ 7, 10. Plaintiff further asserts that she has an “implied contract” for the “right to [a] common law trial.” Id. ¶¶ 4, 6, 25. Plaintiff also alleges that the state court violated her rights under the First, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Amendments. Id. ¶ 17; see also id. ¶¶ 4, 11, 23.

In addition, Plaintiff sets forth a “Bill of Particulars” alleging the following:

1. Deprivation of Due Process of Law: Plaintiff asserts that she was afforded improper service of process, and was denied the right to work and the right to a trial by jury. Plaintiff states that Defendants took action “under color of law and color of official right.” Plaintiff alleges further that Defendants committed a “taking action” and

⁴ This background is derived from the complaint and the appendices to Defendant’s motion to dismiss.

⁵ Plaintiff’s complaint includes a voluminous appendix of documents that are not clearly labeled or otherwise identifiable. In support of its motion to dismiss, Defendant excerpted portions of Plaintiff’s appendix and attached them to its motion as exhibits. When referring to those documents, the Court cites Defendant’s exhibits.

⁶ In her May 8, 2009 letter to Zucker, Goldberg & Ackerman, LLC, attorneys for Aurora Loan Services, LLC, Plaintiff stated that she had borrowed \$328,000 in 2005. Def.’s Ex A. However, the New Jersey Superior Court’s writ of execution listed the principal sum in default as \$387,782.29, and the date of the mortgage as March 3, 2006. Def.’s Ex. B.

deprived Plaintiff of property without “any kind of lawful judgement [sic], verified commercial paperwork, verified contracts, or verified proof of claims.” Compl. ¶¶ 11, 23, 24.

2. Treason: Plaintiff asserts that the state court did not have jurisdiction over her case, stating “[w]henever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of Treason[.]” Id.
3. Fraud: Plaintiff alleges that Defendants “permitt[ed] shown and demonstrated acts of fraud and actively participat[ed] in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith.” Id.
4. Extortion: Plaintiff asserts that “[b]y such actions of Fraud,” Defendants “under assumed (usurped) official right and color of office to demand, without any real lawful or proper authority, by use of such misrepresentations and untruths [attempted] to steal property under a color and cover of law.” Id.
5. Grand Theft: Plaintiff alleges that “monies stolen, or damages sustained by [Defendants’] actions total[] over \$400 under a guise of taxes, fines and/or penalties.” Id.
6. Slavery: Plaintiff claims that because Defendants have “neglected, failed and refused to fully disclose the alleged lawful authority by which they act and communicate,” Defendants have deprived Plaintiff of due process, “reducing Affiant to the condition of a slave.” Id.
7. Conspiracy: Plaintiff asserts that Defendants acted “by their joint efforts” to commit allegedly unlawful acts against Plaintiff’s private rights and property. Id.
8. False Documents: According to Plaintiff, Defendants “condemn[ed]” Plaintiff without a jury trial by “active[ly] perpetuating and accepting . . . false documents.” Id.
9. Malfeasance of Office: Plaintiff alleges that Defendants “have acted with malfeasance of office” by violating her rights. Id.
10. Racketeering: Plaintiff asserts that Defendants are guilty of racketeering by virtue of a “combination of the above identified crimes.” Id. Plaintiff states that 18 U.S.C. § 1961 defines racketeering as “involving a host of patterned criminal actions that include[] but [are] not limited to an act of threat of murder, kidnapping, gambling, arson, bribery and as in the instant case robbery, extortion, fraud, slavery, etc.” Id.

Plaintiff asks this Court to “vacate” and “expunge” the state court judgment against her and order the “return of all of [Plaintiff’s] deposits, accruals, instruments, notes, securities, bonds, payments, fees, cancellations, interpleaded funds, unclaimed funds, . . . and the release of any liens against [Plaintiff’s] property(s) [sic].” Id. ¶ 27. She also requests a jury trial. Id. Plaintiff sets forth a “True Bill” in which she claims the following sums:

- \$250,000 for deprivation of property without due process in violation of the Sixth Amendment;
- \$250,000 for deprivation of “[p]owers of the people” in violation of the Tenth Amendment;
- \$250,000 for deprivation of the right to a trial by jury in violation of the Seventh Amendment;
- \$250,000 for unlawful seizure of property in violation of the Fifth Amendment;
- \$1,000 for trespass in violation of “Title 18”;
- \$250,000 for deprivation of property without just compensation in violation of the Fifth Amendment;
- \$10,000 for violation of property rights in violation of 42 U.S.C. § 1982;
- \$5,000 for “[a]ction for neglect to prevent” in violation of 42 U.S.C. § 1986;
- \$10,000 for deprivation of rights under color of law in violation of 42 U.S.C. § 1983;
- \$10,000 for “[c]onspiracy against rights” in violation of 42 U.S.C. § 1985;
- \$30,000 total for “[f]raudulent statements and representation”; and
- \$1,351,000, multiplied by three, for fraud.

Id. ¶ 33. Plaintiff claims damages totaling \$4,053,000. Id.

Discussion

Subject Matter Jurisdiction

Defendant moves this Court to dismiss Plaintiff's complaint for lack of subject matter jurisdiction on the ground that Plaintiff's claims fall outside the purview of this Court's jurisdiction.

Plaintiff bears the burden of establishing subject matter jurisdiction by a preponderance of the evidence before the Court proceeds to the merits of the action. Reynolds v. Army & Air Force Exch. Serv., 846 F.2d 746, 748 (Fed. Cir. 1988); see also Naskar v. United States, 82 Fed. Cl. 319, 320 (2008); Fullard v. United States, 78 Fed. Cl. 294, 299 (2007); BearingPoint, Inc. v. United States, 77 Fed. Cl. 189, 193 (2007). When determining jurisdiction, the Court must accept as true all undisputed allegations of fact made by the non-moving party and draw all reasonable inferences from those facts in the non-moving party's favor. Henke v. United States, 60 F.3d 795, 797 (Fed. Cir. 1995); Naskar, 82 Fed. Cl. at 320. "If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action." RCFC 12(h)(3); see also Tindle v. United States, 56 Fed. Cl. 337, 341 (2003).

Complaints drafted by pro se litigants are held to "less stringent standards than formal pleadings drafted by lawyers." Naskar, 82 Fed. Cl. at 320 (quoting Haines v. Kerner, 404 U.S. 519, 520 (1972)); Tindle, 56 Fed. Cl. at 341 (2003). Nevertheless, a plaintiff's pro se status does not excuse her from meeting this Court's jurisdictional requirements. Tindle, 56 Fed. Cl. at 341. Pro se litigants still bear the burden of establishing the Court's subject matter jurisdiction. Id. "[T]he court has no duty to create a claim where a pro se plaintiff's complaint is so vague or confusing that one cannot be determined." Fullard, 78 Fed. Cl. at 299.

The United States Court of Federal Claims is a "court of limited jurisdiction." Id. The Tucker Act states that this Court:

shall have jurisdiction to render judgment upon any claim against the United States founded either upon the Constitution, or any Act of Congress or any regulation of an executive department, or upon any express or implied contract with the United States, or for liquidated or unliquidated damages in cases not sounding in tort.

28 U.S.C. § 1491(a)(1) (emphasis added).

The Tucker Act confers jurisdiction upon the Court over cases in which a plaintiff identifies a separate constitutional provision, statute, or regulation, which if violated, provides for a claim for money damages against the United States. See id.; Jan's Helicopter Serv., Inc. v. Fed. Aviation Admin., 525 F.3d 1299, 1306 (Fed. Cir. 2008); Ferreiro v. United States, 501 F.3d 1349, 1351 (Fed. Cir. 2007). The Tucker Act provides a waiver of sovereign immunity enabling

a plaintiff to sue the United States for money damages. United States v. Mitchell, 463 U.S. 206, 212 (1983); Reid v. United States, 95 Fed. Cl. 243, 247 (2010). However, the Tucker Act, standing alone, does not create a substantive right enforceable against the United States for monetary relief. Ferreiro, 501 F.3d at 1351. Rather, a plaintiff must establish an independent right to money damages based upon a money-mandating source within a contract, regulation, statute, or constitutional provision. Id.; see also Jan's Helicopter, 525 F.3d at 1306. Plaintiff misconstrues the New Jersey court's order requiring a sheriff's sale of the property as fulfilling this requirement.

The Court Lacks Jurisdiction Over Plaintiff's Constitutional Claims

This Court dismisses the majority of Plaintiff's constitutional claims because the constitutional provisions on which Plaintiff relies are not money-mandating. First, Plaintiff contends that in denying her a jury trial, the state court denied her constitutional right to due process of law. Compl. ¶¶ 11, 23, 24. However, the Due Process Clause of the Fifth Amendment does not provide "a sufficient basis for jurisdiction because [it does] not mandate payment of money by the government." LeBlanc v. United States, 50 F.3d 1025, 1028 (Fed. Cir. 1995). To the extent Plaintiff invokes the Fourteenth Amendment Due Process Clause, the Court lacks jurisdiction because the Fourteenth Amendment is not money-mandating. LeBlanc, 50 F.3d at 1028.

Additionally, Plaintiff alleges a violation of her rights under the First, Fourth, Sixth, Seventh, Eighth, Ninth, Tenth, and Thirteenth Amendments, but does not specify in every instance that Defendants were responsible for the violation of these constitutional rights. Compl. ¶¶ 17, 23, 24. To the extent Plaintiff alleges Defendants violated these constitutional rights, however, this Court lacks jurisdiction because the constitutional amendments cited by Plaintiff are not money-mandating. See, e.g., Trafny v. United States, 503 F.3d 1339, 1340 (Fed. Cir. 2007) (upholding this Court's dismissal of a complaint arising under the Eighth Amendment because the Eighth Amendment is not a money-mandating provision); Featheringill v. United States, 217 Ct. Cl. 24, 32-33 (1978) (holding that the First Amendment, standing alone, "may not serve as a jurisdictional basis" for a lawsuit in this Court); Nwogu v. United States, 94 Fed. Cl. 637, 650 (2010) (noting that the Court of Federal Claims lacks jurisdiction to consider Thirteenth Amendment claims because the constitutional provision does not mandate the payment of money damages for violations); Hernandez v. United States, 93 Fed. Cl. 193, 198 (2010) (finding that this Court "does not have jurisdiction over claims arising under the Sixth Amendment" because it does not "mandate the payment of money," and that claims under the First, Fourth, Fifth, Sixth, Eleventh, Eighth, and Ninth Amendments do not allege a violation for which money damages are mandated); Tasby v. United States, 91 Fed. Cl. 344, 346 (2010) (noting that "the Fourth Amendment prohibition of unreasonable searches and seizures is not money-mandating"); Jumah v. United States, 90 Fed. Cl. 603, 608 (2009) ("It is well established that this court has no jurisdiction over claims brought under the . . . [Ninth Amendment] because [it is] not money-mandating." (citing Russell v. United States, 78 Fed. Cl. 281, 288 (2007))); Miller v. United States, 67 Fed. Cl. 195, 201 n.5 (2005) (noting that there is no Seventh Amendment right to a

jury trial in a suit against the Government (citing Capital Eng'g & Mfg. Co. v. United States, 19 Cl. Ct. 774, 776 (1990)); Ogden v. United States, 61 Fed. Cl. 44, 47 (2004) (holding that this Court has no jurisdiction over First, Fourth, Sixth, Eighth, Ninth or Tenth Amendment violations because those amendments are not money-mandating).

Plaintiff may also present a claim under the Takings Clause of the Fifth Amendment when she argues that “a violation of [her] property rights” has occurred, constituting “a ‘taking action’ denying the right to personal property.” Compl. ¶ 23. However, this Court does not have jurisdiction because Plaintiff is challenging a state court action -- she asks this Court to vacate a state court order approving a sheriff’s sale of foreclosed property. “This Court does not have the power to review state court actions.” Landers v. United States, 39 Fed. Cl. 297, 301 (1997) (citing Dist. of Columbia Ct. of App. v. Feldman, 460 U.S. 462, 482 (1983)).⁷

The Court Lacks Jurisdiction Over Plaintiff’s Tort Claims

Plaintiff asserts that by ordering a sheriff’s sale of her property and denying her a jury trial, Defendants perpetrated harms including fraud, malfeasance of office, and conspiracy. Compl. ¶ 24.⁸ However, Plaintiff’s fraud, malfeasance, and conspiracy claims constitute tort claims beyond the Court’s jurisdiction. See Cottrell v. United States, 42 Fed. Cl. 144, 149 (1998); Ogden, 61 Fed. Cl. at 49 (citing Brown v. United States, 105 F.3d 621, 623 (Fed. Cir. 1997)).

The Tucker Act explicitly states that this Court:

shall have jurisdiction to render judgment upon any claim against the United States founded either upon the Constitution, or any Act of Congress or any regulation of an executive department, or upon any express or implied contract with the United States, or for liquidated or unliquidated damages in cases not sounding in tort.

⁷ This allegation is also subject to dismissal for failure to state a claim upon which relief can be granted. Plaintiff fails to identify which of the many named Defendants deprived her of the property, what property she was deprived of, or how Defendants deprived her of this property. Under Ashcroft v. Iqbal, conclusory legal allegations without any supporting factual assertions cannot survive a motion to dismiss. 129 S. Ct. 1937, 1949 (2009). Further, in order to state a takings claim under the Fifth Amendment, a plaintiff must allege that the property has been taken for the “public use.” Acadia Tech., Inc. v. United States, 458 F.3d 1327, 1332 (Fed. Cir. 2006). Here, Plaintiff has not alleged that her property was taken for any public use.

⁸ Plaintiff does not specify whether she is asserting that Defendants committed civil or criminal conspiracy, so the Court discusses both.

28 U.S.C. § 1491(a)(1) (emphasis added); see also Brown v. United States, 88 Fed. Cl. 322, 328 (2009) (explaining that the Court lacked jurisdiction over allegation that the Government had engaged in a “conspiratorial scheme” because the Tucker Act specifically states that the Court lacks jurisdiction over tort claims).

The Court Lacks Jurisdiction Over Plaintiff’s Criminal Claims

Plaintiff asserts that the state court proceedings, denial of a jury trial, and sale of her property amounted to grand theft, extortion, conspiracy, and/or racketeering. These claims constitute criminal charges that fall outside this Court’s jurisdiction. See Pikulin v United States, 97 Fed. Cl. 71, 76 (2011).

It is well established that the Court of Federal Claims lacks jurisdiction to entertain criminal matters. Joshua v. United States, 17 F.3d 378, 379 (Fed. Cir. 1994) (affirming that the Court of Federal Claims has “no jurisdiction to adjudicate any claims whatsoever under the federal criminal code”); Kania v. United States, 650 F.2d 264, 268 (Ct. Cl. 1981) (noting that “the role of the judiciary in the high function of enforcing and policing the criminal law is assigned to the courts of general jurisdiction and not to this court”).

The Court Lacks Jurisdiction Over Plaintiff’s Civil Rights Claims

Plaintiff alleges that Defendants violated four civil rights statutes: (1) 42 U.S.C. § 1982, which provides that all citizens of the United States shall have the same right, in every state and territory, as is enjoyed by citizens thereof to “inherit, purchase, lease, sell, hold, and convey real property”; (2) 42 U.S.C. § 1983, which creates a civil action for deprivation of rights, privileges, or immunities under color of law; (3) 42 U.S.C. § 1985, which pertains to conspiracy to interfere with civil rights as well as the obstruction of justice; and (4) 42 U.S.C. § 1986, which states that any person with knowledge of a plan to commit the wrongs mentioned in § 1985 will be held liable to the injured party. Because jurisdiction over alleged violations of these statutes is vested exclusively in the district courts, the Court lacks jurisdiction over Plaintiff’s civil rights claims. Under 28 U.S.C. § 1343(a)(4), jurisdiction over Plaintiff’s statutory civil rights claims lies in the district courts, which have original jurisdiction over any action “[t]o recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights.”

The Court Lacks Jurisdiction Over Claims Arising from Alleged Misconduct Committed by Nonfederal Parties

The federal government is not liable for the actions of nonfederal parties who are not agents of the United States. Fullard, 78 Fed. Cl. at 296, 300 (dismissing a prisoner’s complaint for lack of jurisdiction because, *inter alia*, although the caption named the United States as Defendant, it failed to allege wrongdoing on the part of the federal government); Stephenson v. United States, 58 Fed. Cl. 186, 190 (2003) (the federal government is the only appropriate

defendant in any matter brought in the United States Court of Federal Claims). To set forth a claim cognizable by this Court, the complaint must allege that the federal government, or its agent(s), violated a federal statute, regulation, or the Constitution.

Here, Plaintiff names as Defendants private and local law enforcement entities -- Aurora Loan Services LLC; Ralph Lenzi III, the CEO of Aurora Loan Services LLC; Zucker, Goldberg & Ackerman LLC; the sheriff of Essex County, New Jersey; the State of New Jersey; and the Chancery Division of the Superior Court of New Jersey. However, Plaintiff has not alleged any facts that would attribute the conduct of these officials to the United States or bring their conduct within this Court's jurisdiction. Because the factual predicate giving rise to the complaint stems exclusively from the acts of nonfederal parties, this Court lacks jurisdiction.

The Court Lacks Jurisdiction to Review the Decisions of Other Courts

To the extent Plaintiff asks this Court to review the decisions of another court, namely the Superior Court of New Jersey, this Court lacks jurisdiction to do so. Joshua, 17 F.3d at 380 (recognizing that this Court lacks jurisdiction to review the decisions of district courts); Landers, 39 Fed. Cl. at 301. This Court does not have jurisdiction over collateral attacks on state court judgments, and is without the authority to overturn any judgment of a state court. Hicks v. United States, 89 Fed. Cl. 243, 254 (2009); Vanderbeek v. United States, 41 Fed. Cl. 545, 546 (1998); see also Feldman, 460 U.S. at 482.

In seeking an order from this Court requiring the state court to provide her with a jury trial, Plaintiff requests a writ of mandamus. Compl. ¶ 14-15. However, "the authority to issue a writ of mandamus rests with the district courts." Del Rio v. United States, 87 Fed. Cl. 536, 540 (2009). Specifically, district courts have "original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff." 28 U.S.C. § 1361; see United States v. Testan, 424 U.S. 392, 403 (1976). Thus, this Court lacks jurisdiction to issue a writ of mandamus.⁹

Plaintiff Failed to State a Breach of Contract Claim

Defendant also moves the Court to dismiss the complaint under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Pursuant to Rule 8(a)(2), a pleading must contain a "short and plain statement of the claim showing that the pleader is entitled to relief." RCFC 8(a)(2); Gay v. United States, 93 Fed. Cl. 681, 685 n.3 (2010); see generally Iqbal, 129 S. Ct. at 1949 (construing Rule 8 of the Federal Rules of Civil Procedure, which is identical to RCFC 8). Although Rule 8 does not require detailed factual allegations, it does demand more

⁹ To the extent Plaintiff requests that the Court transfer her case, Plaintiff does not articulate a reason or specify an appropriate forum. See Compl. ¶ 27. As such, transfer would not be in the interest of justice, and Plaintiff's request is denied.

than “an unadorned, the-defendant-unlawfully-harmed-me accusation.” Iqbal, 129 S. Ct. at 1949 (citing Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007)).

To survive a motion to dismiss under Rule 12(b)(6), the complaint must contain facts sufficient to “state a claim to relief that is plausible on its face.” Id. (quoting Twombly, 550 U.S. at 570). To determine whether a complaint states a plausible claim for relief, a court must engage in a context-specific analysis and “draw on its judicial experience and common sense.” Id. at 1950. “When there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief.” Id.

“A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Id. at 1949 (citing Twombly, 550 U.S. at 556). However, the plausibility standard requires more than a “sheer possibility” that the defendant has violated the law. Id. (citing Twombly, 550 U.S. at 557). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” Id. (citing Twombly, 550 U.S. at 555). The complaint must plausibly suggest that the plaintiff has a right to relief “above a speculative level” and cross “the line from conceivable to plausible.” Twombly, 550 U.S. at 555, 570.

Plaintiff claims that Defendants breached a “voluntary contract” with her by not responding to various notices she filed in Cook County. Compl. ¶ 7. Specifically, Plaintiff asserts that Defendants’ failure to respond to her filings constituted a “breach or contractual default.” Id. ¶ 10. In addition, Plaintiff appears to contend that she has an implied-in-fact contract entitling her to a jury trial, and that Defendants breached this implied contract by denying her a jury trial during the foreclosure proceedings. Id. ¶¶ 4, 10.

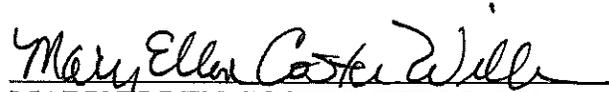
The Tucker Act provides this Court with jurisdiction over claims based “upon any express or implied contract with the United States.” 28 U.S.C. § 1491(a)(1). To establish the existence of an implied-in-fact contract, Plaintiff must demonstrate (1) that the Government manifested its intent to contract with her; (2) the parties exchanged valid consideration; and (3) there was a clear expression of offer and acceptance. See City of El Centro v. United States, 922 F.2d 816, 820 (Fed. Cir. 1990); Aboo v. United States, 86 Fed. Cl. 618, 626 (2009) (“[A] claiming plaintiff must demonstrate ‘mutual intent to contract including an offer and acceptance, consideration, and a Government representative who had actual authority to bind the Government.’” (quoting Cal. Fed. Bank v. United States, 245 F.3d 1342, 1346 (Fed. Cir. 2001))).

Here, Plaintiff has not alleged an offer, acceptance, consideration, or a meeting of the minds between Plaintiff and Defendants with regard to either contract claim. As to her first claim, Plaintiff asserts only that “Defendants have failed to perform their duties in Good Faith and resolve the matters in honor, outside this forum (a consensual mutually entered into voluntary contract by and between [Plaintiff] and accused).” Compl. ¶ 7.

Similarly, with regard to her claim that Defendants breached an implied contract entitling her to a jury trial, Plaintiff simply states that “the right to a common law trial is an implied contract right filed in the United States Court of Federal Claims,” observing that the Government has a “legal duty arising under the Constitution” to afford her a jury trial. *Id.* ¶¶ 4, 6. Even assuming Plaintiff’s allegations are true, neither alleged contract would “plausibly give rise to an entitlement to relief.” *See Iqbal*, 129 S. Ct. at 1950. Because Plaintiff has not pled the required elements of an implied-in-fact contract claim, this Court must dismiss this action for failure to state a claim under Rule 12(b)(6).

Conclusion

Defendant’s motion to dismiss is **GRANTED**.


MARY ELLEN COSTER WILLIAMS
Judge