

**UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT**

No: 24-3186

Brandon A. Rowell

Plaintiff - Appellant

v.

Adult Representation Services; Metropolitan Life Insurance Company

Defendants - Appellees

Appeal from U.S. District Court for the District of Minnesota
(0:24-cv-03288-KMM)

JUDGMENT

Before SMITH, GRUENDER, and STRAS, Circuit Judges.

This court has reviewed the original file of the United States District Court. It is ordered by the court that the judgment of the district court is summarily affirmed. See Eighth Circuit Rule 47A(a).

February 04, 2025

Order Entered at the Direction of the Court:
Acting Clerk, U.S. Court of Appeals, Eighth Circuit.

/s/ Maureen W. Gornik

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Appeal from U.S. District Court for the District of Minnesota
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ORDER

The petition for rehearing by the panel is denied.

March 13, 2025

Order Entered at the Direction of the Court:
Clerk, U.S. Court of Appeals, Eighth Circuit.

/s/ Susan E. Bindler

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

BRANDON A. ROWELL,

Case No. 24-CV-3288 (KMM/LIB)

Plaintiff,

v.

ORDER

ADULT REPRESENTATION
SERVICES and METROPOLITAN LIFE
INSURANCE COMPANY,

Defendants.

This matter is before the Court on Plaintiff Brandon A. Rowell's (1) Complaint, ECF No. 1; (2) Application to Proceed in District Court Without Prepaying Fees or Costs, ECF No. 2 ("IFP Application"); and (3) Petition for Emergency Ruling, ECF No. 5 ("Petition"). For the following reasons, the Court dismisses this action and denies both the IFP Application and Petition as moot.

This case arises from prior litigation between Mr. Rowell and Defendant Metropolitan Life Insurance Company ("MetLife"). In 2012, Mr. Rowell sued MetLife, his former employer, in the U.S. District Court for the Northern District of Georgia. *See, e.g.,* Compl. 1–3, *Rowell v. Metro. Life Ins. Co.*, No. 12-CV-0491 (WSD) (N.D. Ga. Feb. 16, 2012).¹ Mr. Rowell alleged that MetLife violated his rights under Title VII of the

¹ The Complaint from Mr. Rowell's earlier action, along with other materials from that docket, do not appear in the filings for this case. But because these materials are public court records, this Court may take judicial notice of them. *See, e.g., Stutzka v. McCarville*, 420 F.3d 757, 760 n.2 (8th Cir. 2005) (citing *United States v. Eagleboy*, 200 F.3d 1137, 1140 (8th

Civil Rights Act of 1964 by discriminating against him based on his race. *See id.* at 15–20. In March 2013, MetLife moved for summary judgment, and in November 2013, U.S. District Judge William S. Duffey, Jr. granted that motion. *See, e.g., Op. and Order 4–9, Rowell v. Metro. Life Ins. Co.*, No. 12-CV-0491 (WSD) (N.D. Ga. Nov. 18, 2012). Mr. Rowell appealed, but the U.S. Court of Appeals for the Eleventh Circuit affirmed. *See Rowell v. Metro. Life Ins. Co.*, 579 F. App’x 805, 807 (11th Cir. 2014).

This Court received the Complaint and IFP Application on August 15, 2024. *See* Docket.² Mr. Rowell currently resides in Eden Prairie, Minnesota. *See* Compl. 1. The Complaint names two defendants: MetLife and “Adult Representation Services,” which the Court interprets as referring to the Hennepin County Adult Representation Services Department (“ARS”). *Id.* at 1–2.

Although the Complaint is somewhat difficult to follow, it seems that Mr. Rowell raises two main grievances against MetLife. *See id.* at 3–6. First, he expresses dissatisfaction with how his earlier litigation against MetLife was handled. *See id.* at 3–5.

Second, in 2022, Mr. Rowell claims he “approached MetLife . . . with an opportunity to write dental insurance on the American Federation of Teachers [‘AFT’].” *Id.* at 5. MetLife allegedly rejected the offer and, through its attorney, warned Mr.

Cir. 1999)); *Bethune v. Baker*, No. 21-CV-2640 (DSD/DTS), 2024 WL 2862132, at *1 n.2 (D. Minn. June 6, 2024) (citing *Stutzka*).

² The Court received the Petition on August 26, 2024; it asks the Court to “take an expedited look at [Mr. Rowell’s] case.” Pet. 1.

Rowell “not to interrupt MetLife’s business.” *Id.* As far as the Court can determine, this rejection led Mr. Rowell to try to sue MetLife again, though it is unclear where he filed this case. *See id.* at 6. During an “initial hearing,” Mr. Rowell claims that the court dismissed the case “for procedure” and advised him to “seek the assistance of representation.” *Id.* Another hearing seemingly took place, and Mr. Rowell believed that “court-sponsored representation would be available on the date of [this] hearing.” *Id.* This “hearing” apparently involved a meeting involving Mr. Rowell and a MetLife representative, though the details of that meeting are unclear.³

Regarding ARS, it appears that Mr. Rowell sought legal assistance from the organization, specifically for his suit against MetLife. *See id.* He recounts that in meetings held in 2024, ARS personnel “recommended” that he “seek a homeless shelter” and informed him that they were only assisting him with an unspecified “housing matter.” *Id.* Mr. Rowell seems to believe that ARS should also be formally representing him in his litigation against MetLife. *See id.* at 6–7.

³ Mr. Rowell states that:

Once seated in a closed room, Plaintiff instructed found representation with a statement from the previous hearing, as follows: “We’re gathered hear today because MetLife asked me to recruit from Morehouse, secure Minority Business Enterprise credits from Atlanta Life, and target *new* business from Benalytics Consulting, all African American institutions while employed as a Client Executive.

Compl. 6 (errors in original). What “instructed found representation” means here is unclear.

The Court will first address Mr. Rowell's claims against MetLife. Recall that the Complaint seems to allege two distinct courses of MetLife conduct. Initially, Mr. Rowell appears to want to relitigate his prior Title VII claims against MetLife. But the current Complaint does not state a valid Title VII claim. Plaintiffs bringing Title VII claims must exhaust their administrative remedies before filing suit in federal court, which includes seeking relief from the Equal Employment Opportunity Commission. *See, e.g., Cottrill v. MFA, Inc.*, 443 F.3d 629, 634 (8th Cir. 2006); *Menze v. Astera Health*, No. 23-CV-03901 (KMM/LIB), 2024 WL 3728892, at *4 (D. Minn. Aug. 8, 2024) (citing cases). The Complaint does not indicate that Mr. Rowell completed this requirement. The Court therefore cannot grant him relief for any Title VII claims. And of course, even without this pleading deficiency, these potential claims appear to face preclusion issues; they seem to have already been litigated and resolved by another federal court through summary judgment.

The second issue involves Mr. Rowell's 2022 approach to MetLife, where he allegedly offered to secure the AFT as a client, but MetLife declined. While this may understandably frustrate Mr. Rowell, it is unclear how MetLife's decision would constitute a violation of federal law.⁴ The Court therefore concludes that Mr. Rowell fails to state a claim regarding this 2022 conduct by MetLife.

⁴ If Mr. Rowell believes this conduct may have violated his rights under Title VII, the exhaustion issue previously discussed reappears. The Complaint provides no indication that Mr. Rowell tried to exhaust his administrative remedies for any discrimination-related claims concerning this conduct.

This brings us to Mr. Rowell's claims against ARS. These claims' essence appears to be that ARS offers legal services to low-income individuals and provided Mr. Rowell some advice about his housing situation, but would not represent him in his litigation against MetLife. But Mr. Rowell does not explain why ARS's decision not to represent him in that civil litigation violates federal law, and the Court is unaware of any applicable theory of liability. The Court thus concludes that the Complaint fails to state a claim against ARS.

The Complaint names two defendants but fails to state a claim against either. As a result, the Court dismisses this action without prejudice under 28 U.S.C. § 1915(e)(2) for failure to state a claim. Given this decision, the Court also denies the IFP Application and Petition as moot.

ORDER

Based on the foregoing, and on all of the files, records, and proceedings herein, **IT IS HEREBY ORDERED THAT:**

1. This matter is **DISMISSED WITHOUT PREJUDICE** under 28 U.S.C. § 1915(e)(2) for failure to state a claim.
2. Plaintiff Brandon A. Rowell's Application to Proceed in District Court Without Prepaying Fees or Costs, ECF No. 2, and Petition for Emergency Ruling, ECF No. 5, are **DENIED** as moot.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: September 27, 2024

s/Katherine M. Menendez
Katherine M. Menendez
United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Brandon A. Rowell,

No. 24-cv-3288 (KMM/LIB)
3186

Plaintiff,

v.

ORDER

Adult Representation Services, et al.,

Defendants.

The Court dismissed this case without prejudice on September 27, 2024, and Plaintiff Brandon A. Rowell filed a notice of appeal, ECF 9, and an Application to Proceed In Forma Pauperis ("IFP") on Appeal, ECF 10. Under 28 U.S.C. § 1915, the Court may authorize a party to proceed on appeal without prepayment of fees, costs, or security, on the affidavit of a party testifying that he is unable to pay such costs, describing the nature of the appeal and his belief that he is entitled to redress. Based on a review of the record, the Court concludes that Plaintiff qualifies to proceed IFP on appeal. Accordingly, **IT IS HEREBY ORDERED** that Plaintiff's appellate IFP application is **GRANTED**.

Date: October 25, 2024

s/ Katherine Menendez
Katherine Menendez
United States District Judge