No. 24-7484

IN THE SUPREME COURT OF THE UNITED STATES

ON PETITION FOR A WRIT OF CERTIORARI
TO THE SUPREME COURT OF FLORIDA
CASE SC2024-1368 (FLORIDA)

ORIGINAL

CHRISTOPHER LANGDON,
Petitioner,

v.

SUN LAKE MULTIFAMILY HOMES, LLC,
GREYSTAR PROPERTY MANAGEMENT,
ALLISON MURRELL, ANGELA WHITT,
SHAWNA POLLACK, EVELYN CAMACHO,
ROBERT FAITH, JANE DOE, ASHLEY MOODY,
ATTORNEY GENERAL OF THE STATE OF FLORIDA,
THE STATE OF FLORIDA
Respondents

CHRISTOPHER LANGDON, PRO SE
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QUESTIONS PRESENTED

(1) Do the courts in Florida deny: due process of law; equal protection under the law; and meaningful access to the courts; to *pro se*, non-prisoner, litigants?

(2) Does the Court's ruling in *Haines v. Kerner,* 404 U.S. 519 (1976), which requires that *pro se* lawsuits be liberally construed, apply to all *pro se* litigants, prisoner and non-prisoner alike, in the state courts, and in the federal courts?

(3) Does the Court's ruling in *Haines v. Kerner* apply to all the filings of *pro se* litigants, or only to the pleadings of *pro se* litigants?

(4) Is local Rule 7 of Florida's Ninth Judicial Circuit, which holds the filings of *pro se* litigants to the same standards as attorney's filings, contrary to *Haines v. Kerner, supra?*

(5) If a plaintiff requests a jury trial, and is denied a jury trial on issues that are only to be decided by a jury, is the resulting judgment void?

(6) May an attorney (Barry B. Johnson), who asked the Florida courts to take as true my allegations that he: committed perjury; suborned perjury 40 times; lied to the tribunal; and misrepresented material facts and the law, be allowed to practice law in the federal courts?

(7) May an attorney be a witness, and a counsel for the defense, in the same case?

(8) May a motion to dismiss deny, and admit, the basic allegations in a lawsuit, and challenge the merits of the action, under the penalty of perjury?

(9) May a motion to dismiss be in affidavit form, sworn to under the penalty of perjury by the defendants?

(10) May a defense attorney refuse to inform a plaintiff of the address of a defendant, or a witness?

(11) May a court refuse to compel a defense attorney to give the contact information of a defendant, or a witness, to the plaintiff, without good cause?

(12) Did *The Supreme Court of the State of Florida* deny me: due process of law; equal protection under the law; and meaningful access to the courts by denying my *Notice to Invoke Discretionary Jurisdiction,* and refusing to review the decisions of the lower courts in my case?

LIST OF THE PARTIES

All the parties are listed in the caption of the case. Defendants Evelyn Camacho (a.k.a. Jane Doe) and Robert Faith were not served. Attorney Barry B. Johnson represented all the served Respondents, except *The State of Florida,* which is represented by Samantha Baker. Ashley Moody, formerly the Attorney General of the State of Florida, has been replaced by James Uthmeier as *Attorney General of the State of Florida.* He has been served with a copy of this Petition.

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RELATED CASE

I have also filed a *Petition for a Writ of Certiorari* with the U.S. Supreme Court for case no. Sc2024-1440 (Fla. 2024). This case, SC2024-1368 and SC2024-1440, grew out of the same case, 2019-CA-000926-0 (1/24/2019), filed in *The Ninth Judicial Circuit Court,* Orlando, Florida. The defendants in SC2024-1368 and SC2024-1440 are identical.

OPINIONS AND ORDERS

(1) The opinion of the highest state court to review the merits of this case is when *The Supreme Court of the State of Florida* denied my *Motion to Invoke Discretionary Jurisdiction* (Appx. 1, 9/7/2019). The decision is unpublished, as far as I know.

(2) The opinion of *The Sixth District Court of Appeal of Florida* (4/9/2024) is designated case no. 388 So. 3d 809 (Fla. 6th DCA 2024), online. It's also designated as unpublished, online.

JURISDICTION

The date on which the highest state court, *The Supreme Court of the State of Florida,* decided my case was September 19th, 2024. A copy of that decision appears at Appendix 1. The Court stated in its decision that it would not entertain a motion for rehearing, nor a motion for reinstatement. An extension of time for filing this *Petition for a Writ of Certiorari* was granted, until 1/17/2025. Another extension of

time to file this *Petition for a Writ of Certiorari* was granted to, and including, May 4th, 2025 on March 5th, 2025 (*see*: the letter of the case manager, Ms. Katie Heidrick, 3/5/2025, Appendix 3) in Application No. 24A689. The time to file this *Petition for a Writ of Certiorari* was extended again by a letter from Ms. Heidrick dated May 12th, 2025, giving an additional 60 days to make the corrections requested in the letter (Appx. 9).

The jurisdiction of this court is invoked under 28 U.S.C., Section 1257(a)

STATEMENT THAT NOTIFICATIONS REQUIRED BY RULE 29.4(b) or (c) HAVE BEEN MADE

My lawsuit, and this *Petition for a Writ of Certiorari,* allege that the courts of Florida do not liberally construe the filings of non-prisoner, *pro se* litigants, contrary to *Haines v. Kerner,* 404 U.S. 519 (1972). Additionally, this petition challenges the constitutionality of Local Rule 7 of *The Ninth Judicial Circuit,* Orlando, Florida, which is contrary to *Haines v. Kerner*. This *Petition* also alleges that the denial of my *Notice of Discretionary Jurisdiction* in this case, by the Supreme Court of Florida, is in violation of the U.S. Constitution because it denied me: due process of law, equal protection under the law; and meaningful access to the courts. The attorney for *The State of Florida* in this case is Samantha Baker and she has been served with a copy of this *Petition.* The Attorney General of the State of Florida is James Uthmeier, and he has been served with a copy of this *Petition.*

CONSTITUTIONAL PROVISIONS

Amendment I of The Constitution of the United States

"Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people to peacefully assemble, and to petition the government for a redress of grievances."

Amendment V of the Constitution of the United States

"No person shall be held to answer for a capital crime, or otherwise infamous crime, unless an indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia when in actual service in time of war or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation."

Amendment XIV of the Constitution of the United States

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States, nor shall any State deprive any person of life liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Article I, Section 22, of the Constitution of the State of Florida

"Trial by Jury – The right to trial by jury shall be secure to all and remain inviolate.

Article V, Section 3(b)(3) of The Constitution of the State of Florida

"Supreme Court May review any decision of a district court of appeal that expressly declares invalid a state statute, or that expressly construes a provision of the state or federal constitution, or that expressly affects a class of constitutional or state officers, or that expressly and directly conflicts with a decision of another district court of appeal or of the supreme court, on the same question of law."

STATEMENT OF THE CASE

(1) The courts in Florida denied me: meaningful access to the courts (U.S. Const. Amend. I); due process of law (U.S. Const. Amend. V); and equal protection under the law (U.S. Const. Amend. XIV), because I am a *pro se* litigant. Those rights were denied me by the Florida courts when they denied me relief from the alleged judgments and orders in this case, which I sought to have voided *via* Rule 1.540, Fla. R. Civ. P. The denial of my Rule 1.540 motions is the center of this *Petition.* The U.S. Supreme Court should grant *certiorari* because: (a) The Florida courts refused to liberally construe my filings, and to give me a true opportunity to make my case, contrary to the U.S. Supreme Court's ruling in *Haines v. Kerner*, 404 U.S. 529 (1972); (b) There is a dispute among the U.S. Courts of Appeal, whether, or not, the U.S. Supreme Court's ruling in *Haines v. Kerner* applies to the filings of all *pro se* litigants, prisoner and non-prisoner; (c) there is a dispute as to whether, or not, the *Haines Rule* applies to *pro se* filings, prisoner and non-prisoner, in state courts; (d) there is a dispute in the federal courts of appeal, and in state courts, as to how liberally a *pro se* lawsuit should be construed; (e) the Respondents' attorney, Barry B. Johnson, who practices law in all the federal courts in Florida, has engaged in criminal conduct, and other misconduct, during the litigation of this case; (f) I was denied the aforementioned Constitutional rights by the Florida courts because I am a *pro se* litigant; and (g) I was denied due process of law, equal protection under the law, and meaningful access to the courts, when the courts in

Florida denied my Rule 1.540 motions without any explanation whatsoever.

The Supreme Court of the United States of America ruled that:

> "The handwritten *pro se* document is to be liberally construed. As the Court unanimously held in Haines v. Kerner, 404 U.S. 519 (1972), a pro se complaint 'however inartfully pleaded' must be held to 'less stringent standards than formal pleadings drafted by lawyers' ...." *Estelle v. Gamble*, 429 U.S. 97, 106 (1976)

See also: Castro v. U.S., 540 U.S. 375 (2003); *Maleng v. Cook*, 490 U.S. 488 (1989); *Erickson v. Pardus*, 551 U.S. 89 (2007). As far as I know, the U.S. Supreme Court has not decided whether, or not, the *Haines Rule* applies to non-prisoner, *pro se* lawsuits, and court filings, in state and federal courts.

Raising the U.S. Constitutional Issues in the Florida Courts

(2) I can't afford an attorney. I asked the Florida courts to apply the *Haines Rule* to my filings, numerous times, beginning in early 2019. *See: Amended Lawsuit* (3/1/2022), pages 19-27 therein. I also raised the *Haines Rule* in: my Rule 1.540, Fla. R. Civ. P., Motion (5/02/2023), p. 5, para. 16, to void the purported judgments in this case; on appeal; and before *The Supreme Court of Florida.* The Rule 1.540 motion is the subject of this *Petition.* The Florida courts deliberately ignored the *Haines Rule* and allowed the Respondents' attorney, Barry Johnson to: commit perjury several times; suborn perjury 40 times; lie to the tribunal; mis-represent the controlling case law; and other misconduct. Additionally, I was denied a jury trial, on issues that are to be determined by a jury only. Also, Attorney Johnson obtained a dismissal of my case via his *Fourth Motion to Dismiss*

by: misrepresenting material facts; misrepresenting the law; and by suborning the perjury of Respondent Murrell. The Florida courts refused to address those issues.

(3) There is a dispute among the federal circuits as to whether, or not, the *Haines Rule* applies to all *pro se* lawsuits, prisoner and non-prisoner, or just to prisoner, *pro se* lawsuits. The following federal circuits apply the *Haines Rule* to prisoner, and non-prisoner, *pro se* lawsuits. *Posadas de Puerto Rico v. Radin,* 856 F. 2d 399 (1st Cir. 1988); *Platsky v. C.I.A.,* 953 F. 2d 26 (2nd Cir. 1991); *Bailey v. City of Philadelphia,* 734 F. Appx. 305 (3rd Cir. 2010); *Timms v. Franks,* 953 F. 2d 281 (7th Cir. 1992) (very explanatory); *Lorin v. GOTO Co., Ltd.,* 700 F. 2d 1202 (8th Cir. 1983); *Jaxon v. Circle K Corp.,* 773 F. 2d 1138 (10th Cir. 1985); *Moore v. Agency for Intl. Development,* 994 F. 2d 874 (D.C. Cir. 1993); *Ulloa v. Commissioner,* nos. 2053-09, 4514, (U.S.T.C., April 6th, 2010).

The Ninth Circuit holds that the *Haines Rule* does not apply to non-prisoner, *pro se* complaints. *Jacobsen v. Filler,* 790 F. 2d 1362 (9th Cir. 1986) (but see dissenting opinion of Judge Reinhardt). The Sixth Circuit followed *Jacobsen v. Filler* in *Brock v. Hendershot,* 840 F. 2d 339 (6th Cir. 1988). However, the Sixth Circuit applied the *Haines Rule* to a non-prisoner, *pro se* litigant in *Spotts v. United States,* 429 F. 3d 248, 250 (6th Cir. 2005). I found one case where the Fifth Circuit applied the *Haines Rule* to a non-prisoner, *pro se* litigant. *See: Payton v. United States,* 550 F. Appx. 194 (5th Cir. 2013). The Fourth Circuit and the Eleventh Circuit haven't addressed the issue. However, several district courts within those circuits have ap-

plied the Haines Rule to non-prisoner, *pro se* lawsuits. *See: Smith v. BAC Home Loans Servicing, LP* (In re Smith), case no. 07-20244 at 7 (S.D. Ga., July 25th, 2013); *Middleton v. City of Lakeland,* 830 F. Supp. 1449 (M.D. Fla. 1993). Appeal Courts for *The State of Washington* refuse to apply the *Haines Rule.*

> "Although the federal court rules require that the that the federal courts hold a self-represented litigant to a lower standard, *see Haines v. Kerner,* 404 U.S. 519, 520 ... (1972), **the federal rules do not apply to Washington courts."** *Clark County v. Darby,* no. 49023-4-II (Wash. Ct. of App., 8/15 2017)

See: Pomaikai, LLC v. Povzner, 11 Wash. App. 2d 1027 (Wash. Ct. App. 2019).

Also, *Local Rule 7* of the *Ninth Judicial Circuit Court,* Orlando, states:

> "The unrepresented party will be governed by the same rules of law, procedures, and rules of evidence that attorneys are required to follow." *Uniform Administrative Policies and Procedures of the Civil Division of the Ninth Judicial Circuit Court,* Section 7(B)(2)

As applied to me, that is contrary to the *Haines Rule.* The Florida courts did not give me a fair opportunity to litigate my claims, while allowing the Respondents' attorney Johnson to engage in criminal conduct, including suborning perjury and committing perjury.

Denial of My Rule 1.540 Motions

The denial of my Rule 1.540, Fla. R. Civ. P., motions to void the alleged judgments in this case, is the subject of this *Petition.* The first Rule 1.540 motion (5/02/2023) asserts that the orders and judgments in this case are void because: I was denied a jury trial on issues that are only to be decided by a jury (see p. 8, para.

28 of the motion); the Respondents' attorney, Barry Johnson, was allowed to commit perjury, and suborn perjury, with impunity (p. 3, para 9); the Respondents *Fourth Motion to Dismiss* was granted *via* perjury by Respondent Murrell, suborned by Johnson (p. 6, para. 17); the court failed to apply the *Haines Rule* to my filings (p. 5, para. 16); Johnson was a witness in this case and attorney for the defense (p. 8, para. 27); I was not allowed any meaningful discovery (p. 3, para. 6); attorney Johnson created a fraudulent order of dismissal for his *First Motion to Dismiss,* and had Judge Calderon sign it (p. 3, para. 11); I was denied a hearing on almost all my motions, and denied hearings on my most important motions (p. 3); the *Fourth Motion to Dismiss* was filed late and was not served on me (p.7, para. 24); the *First Motion to Dismiss* contains a false certificate of service because it wasn't served on me as alleged (p.7, para 23); Johnson's four motions to dismiss are really answers (p. 7, para. 22); and Judge Falcone should have recused himself for his bias. A delineation follows.

Denial of My Right to a Jury Trial and Evidentiary Hearings

(4) The present lawsuit, *Langdon v. Sun Lake II,* case no. 2019-CA-000926-0, filed on 1/24/2019, in the *Ninth Judicial Circuit,* Orlando, Florida, asks to rescind a settlement agreement in a prior suit, *Langdon v. Sun Lake I,* case no. 2017-SC-023823-0, filed on 11/15/2017, which was procured through fraud. This complaint also seeks: rescission of my lease with *Sun Lake:* return of the rent I paid and return of my security deposit. I also seek damages for the destruction of my credit by

the Respondents, via fraudulent documents with forgeries of my e-signature on them. My lawsuit also argues that, **if** the settlement in *Langdon v. Sun Lake I* had been valid, it would still be rescindable for: lack of accord and satisfaction; inadequate compensation; and duress (criminal coercion). All those issues are to be determined by a jury, not a judge, when a plaintiff asks for a jury trial. I asked for a jury trial in all four versions of this lawsuit, but I was denied a jury determination of those issues by the circuit court, intentionally, because I am a *pro se* litigant.

> "Sufficiency of consideration is a question for the jury." *Mira Group v. Duran*, 748 So. 2d 339, 340 (Fla. 3rd DCA 1999)
>
> "The jury must final determination of accord and satisfaction. *Redding v. Powell*, 452 So. 2d 132, 134 (Fla. 2d. DCA 1984)
>
> "In contract action, jury question was presented as to whether duress was established as a defense." *The Major Group of West Coast Florida. Inc. v. Cunningham*, 452 So. 2d 1048 (Fla. 2nd DCA 1984)

See also: Howdeshell v. First Natl. Bank of Clearwater, 369 So. 2d 432 (Fla. 2nd DCA 1979). In the Respondents' four motions to dismiss, they asked the circuit court to take my afore-mentioned allegations as true. The denial of my right to a jury trial makes the alleged judgments in this case void. *See: Bass v. Hoagland,* 172 F. 2d 205, 210 (1949), cert. den. 338 U.S. 816 (1949). *The Constitution of the State of Florida,* Article I, Section 22, states:

"Trial by Jury – The right to trial by jury shall secure to all and remain inviolate

I pointed out in my pleadings and motions, numerous times, that I was entitled

to a jury determination of the aforementioned issues. Also, I asserted in my lawsuit that the settlement in *Langdon v. Sun Lake I* is voidable because it is unconscionable. Judge Falcone ruled in his order of dismissal that the settlement agreement was not unconscionable, without an evidentiary hearing on the issue before, or after, his ruling, as required. *See: Food Associates v. Capital Associates,* 491 So. 2d 345, 346 (Fla. 4th DCA 1986). I asked Judge Falcone, at a hearing, why I was denied a jury determination of accord and satisfaction. He replied: "I've made my ruling." The denials of my right to a jury determination of those issues were intentional. If they had been a mistake, Judge Falcone would have corrected it by granting my Rule 1.540 motions.

(5) Therefore, I filed a motion under Rule 1.540, Fla. Rules of Civ. Proc., on 5/2/2023. The motion was denied two days later, without: a hearing; an explanation; and without a response by the Respondents. I filed a second Rule 1.540 motion to void the circuit court's orders and judgments on 5/10/23. That motion was denied one day later, without: a hearing; an explanation, and without a response from any of the Respondents. Under Florida law, I was entitled to an evidentiary hearing on my Rule 1.540 motions.

> "Evidentiary Hearing Necessary Regarding Fraud Allegations ..... A Rule 1.540 motion 'should not be dismissed without an evidentiary hearing unless the allegations and the accompanying affidavits fail to allege a colorable entitlement to relief.' ..... Thus, for a court to determine whether to hold an evidentiary hearing on allegations of fraud, it must evaluate whether the parties' assertions, if true, would have altered the final judgments..." *Rowe v. Lewis,* 267 So. 3d 1039, 1041 (Fla.4th DCA 2019).

The denial of my Rule 1.540 motions is the subject of this *Petition.*

(6) I filed a *Notice of Appeal* with the *Sixth District Court of Appeal, Florida* for the denial of my Rule 1.540 motions to void the alleged judgments in this case. However, the Court of Appeal denied my appeal on 4/09/2024, without an opinion, nor an explanation (Appx. 2), simply stating: "PER CURIAM. Affirmed." I filed a *Notice to Invoke Discretionary Jurisdiction* with Florida's Supreme Court. The court refused to review the case on 9/19/2024 (Appx. 1), relying on *Jenkins v. State,* 385 So. 2d 1356 (Fla. 1980), ruling as follows:

> "Petitioner's Notice to Invoke Discretionary Jurisdiction seeking review of the order or opinion of the 6th District Court of Appeal on April 9th, 2024, is hereby dismissed. This Court lacks jurisdiction to review an unelaborated decision from a district court of appeal that is issued without opinion or explanation, or that merely cites to an authority that is not a case pending review in, or reversed or quashed by this Court. *See Wheeler v. State,* 296 So. 3d 895 (Fla. 2020); *Wells v. State,* 132 So. 3d 1110 (Fla. 2014); *Jackson v. State,* 926 So. 2d 1262 (Fla. 2006); *Gandy v. State,* 846 So. 2d 1141 (Fla. 2003); *Stallworth v. Moore,* 827 So. 2d 1974 (Fla. 2002); *Harrison v. Hyster Co.,* 515 So. 2d 1279 (Fla. 1987); *Dodi Pub'g Co. v. Editorial Am., S.A.,* 385 So. 2d 1369 (Fla. 1980); *Jenkins v. State,* 385 So. 2d 1356 (Fla. 1980). No motion for rehearing or reinstatement will be entertained by the Court."

In denying my *Notice to Invoke Discretionary Jurisdiction* (Appx. 1), *The Supreme Court of the State of Florida* relied on *Jenkins v. State,* 385 So. 2d 1356 (Fla. 1980), and similar opinions. *Jenkins* relied on Article V, Section 3(b)(3), of Florida's Constitution, although that Constitutional Article was not mentioned in the Court's order, which denied my *Notice* (Appx. 1). The *Jenkins* decision, as applied to me, allowed the circuit court in Florida to deny my Rule 1.540 motions

without: a hearing; opposition by any defendant; and without any explanation. Then, on appeal, the Sixth DCA, Florida, affirmed the circuit court's unexplained opinion, without any explanation. Florida's Supreme Court refused to review the lower courts' decisions, without addressing the issues therein, via *Jenkins v. State,* 385 So. 2d 1356 (Fla. 1980).

The *Jenkins* decision, as applied to me, and others, allows the courts of Florida to dismiss a lawsuit at every level, without an explanation. That's a complete denial of: due process of law; equal protection under the law; and meaningful access to the courts. As Justice Marshall stated:

> "With whatever doubts, with whatever difficulties a case may be attended, we must decide it.... Questions may arise which we would gladly avoid, but we cannot avoid them. All we can do is to exercise our best judgment and conscientiously perform our duty." Cohens v. Virginia, 6 Wheaton 264, 404 (1821)

Notice and an opportunity to be heard are the essence of due process.

> "A fundamental requirement of due process is the 'opportunity to be heard... It is an opportunity that must be granted in a meaningful time and in a meaningful manner. The trial court could have fully accorded this right to petitioner only by granting his motion to set aside the decree and consider the case anew." Armstrong v. Manzo, 380 U.S. 545, 552 (1965).

My Rule 1.540 motions presented more than a colorable entitlement to relief. I should have been given an evidentiary hearing on the motions. The allegations in my lawsuit should have been taken as true. I am not arguing that the decisions in the Florida courts are simply erroneous. I am also arguing that *The Ninth Judicial Circuit,* Orlando, and the higher courts in Florida, denied me due process of law,

equal protection under the law, and meaningful access to the courts in reaching those decisions, because I am a *pro se* litigant. I have already demonstrated herein that the denial of my Rule 1.540 motions should be reversed. However, there are additional issues, raised by the Rule 1.540 motion, that prove the bias of the Florida courts against me, during the litigation in this case, as follows.

The Respondents' Attorney, Barry B. Johnson, Became a Witness in this Case & Remained Counsel for the Respondents, & Committed Perjury

(7) Under Florida law, an attorney may not be a witness in a case, and remain as counsel for any of the litigants. One week after filing the *Fourth Motion to Dismiss* (3/23/2022), Johnson filed the *Motion to Enjoin* on 4/1/2022. It was signed by Johnson twice, as attorney for the Respondents, and secondly as a witness, under the penalty of perjury. It was also signed by Murrell, under oath.

> "If the lawyer must present evidence as a witness, then she should be excluded as a lawyer in the cause, not excluded as a witness." *Davison v. First Federal Savings & Loan Assn. of Orlando*, 413 So. 2d 1258, 1259, n. 1 (Fla. 5th DCA 1982)

See also: The Rules of Professional Conduct, Florida, Rule 4-3.7. Perjury by attorney Johnson and Murrell in the *Motion to Enjoin* is on p. 1, para. 3.

> "At the beginning of the present suit, Langdon has created two websites, www.greystarcrooks.com (Attached as Exhibit 1) and **www.sunlake-crooks.com** (Attached as Exhibit 2) both of which present false claims that the defendants have stolen money, suborned perjury, forged documents, etc."

That statement is perjurious because Respondent Whitt, with the help of Respondent Pollack, did create three fraudulent documents with forgeries of my e-

signatures on them. The fraudulent documents also contain the e-signatures of Respondent Whitt on them. They mailed those documents to a collection agency, to collect a debt I didn't owe. That's wire fraud and/or mail fraud. I filed the last version of this lawsuit, the *Amended Lawsuit,* on 3/1/2022. The *Amended Lawsuit* includes the incorporated series *The Misconduct of Attorney Barry Johnson,* Parts I-XIII. It makes detailed allegations that Respondent Whitt created fraudulent documents, with forgeries of my e-signature on them. The *Amended Lawsuit,* including the incorporated material, also contains well documented allegations that the Respondents defrauded (stole) money from me, including rent and a security deposit. Also included are well documented allegations that Johnson suborned the perjury of Respondents Murrell and Pollack numerous times.

Johnson filed his *Fourth Motion to Dismiss* on 3/23/202, which asked the court to take the allegations in my *Amended Lawsuit* as true. He didn't state it in the hypothetical "if, then," but simply admitted that the court should take my allegations as true. A week later, he and Murrell denied my allegations, under the penalty of perjury, in the *Motion to Enjoin.* Their contradictory statements negate each other.

My website, greystarcrooks.com, has been running continuously since mid-2019. The site accuses Respondent Whitt of creating fraudulent documents, with forgeries of my e-signatures on them. The site also accuses the Respondents of obtaining rent and a security deposit from me, and retaining it, via fraud. Addit-

ionally, the site accuses Johnson of suborning the perjury of Respondents Murrell and Pollack numerous times. I closed the site sunlakecrooks.com because it was redundant. Later, I added the site barryjohnsoncrook.com. Johnson attached copies of the content of greystarcrooks.com and sunlakecrooks.com to his *Motion to Enjoin.* Neither the Respondents, nor their attorney, Barry Johnson, has ever sued me for the contents of the sites. The Respondents and Johnson wanted the circuit court to force me to take down my websites and refrain from making any more negative comments about Johnson and his clients. The court refused. I begged Johnson and his clients to sue me, but they refused to do so. Therefore, the courts should have taken the allegations on the sites as true.

> "... the Court has consistently recognized that in proper circumstances silence in the face of accusations is a relevant fact not barred from evidence by the Due Process Clause ... Indeed, as Mr. Justice Brandeis declared, speaking for a unanimous Court in the Tod case... 'Silence is often evidence of the most persuasive character ... And just last term in *Hale,* the Court recognized that 'failure to contest an assertion ... is considered evidence of acquiescence ... if it would have been natural under the circumstances to object to the assertion in question." *Baxter v. Palmigiano,* 425 U.S. 308, 319 ((1976)

On page 2, para. 4 of the *Motion to Enjoin,* they perjuriously stated:

> "In addition to the two websites, Langdon has filed thirteen (13) 'Notices of Misconduct' against Johnson. He has also sent letters to judges of the Ninth Circuit and the Supreme Court of Florida **with the same false and unsupported allegations.**"

That statement is perjury because the allegations that: Johnson suborned the perjury of Respondents Murrell and Pollack numerous times are true: the Respondents did defraud me of money; and Respondent Whitt did create three fraudulent

documents with forgeries of my e-signature on them. Johnson and the Respondents asked that those allegations be taken as true, in their *Fourth Motion to Dismiss.* I did hand deliver a letter, in January of 2020, to the drop boxes of approximately 50 judges of the Ninth Circuit, Orlando. The letter accuses Johnson of suborning the perjury of Respondents Murrell and Pollack. The letter was mistakenly dated January 19, 2019, but the actual year was 2020. Johnson has never asked that the letter be stricken from the record. Therefore, the allegations in the letter must be taken as true.

Additionally, Johnson complained in the *Motion to Enjoin* that I had written letters to his "community partners" which accused of him of being a criminal. He attached several of the letters to the *Motion to Enjoin.* I did write letters to the CEOs of *Rotary International* and the *Inns of Court,* accusing Johnson of being a criminal and suborning perjury. I also wrote a letter to about 7 members of the board of directors of *Florida Citrus Sports,* a prestigious non-profit organization in Orlando, accusing Johnson of suborning perjury, and committing perjury. Additionally, I wrote the CEO of the company which owns Martindale-Hubbell with the same allegations. Johnson has never sued me for the contents of the letters. Johnson stated that he couldn't sue me for my allegations of his criminal conduct because he couldn't find anyone who believes the allegations. Murrell and Johnson committed perjury in the *Motion to Enjoin* on p. 2, para. 6 by stating:

> "... Langdon has inferred that Sun Lake and Johnson has (sic) some sort of onus to prove wrong or should take action by filing suit for defamation.

> What Langdon fails to understand is that the only person who reasonably believes any of this nonsense is the person that stares Langdon in the mirror. Moreover, he fails to understand that when people sue people, they must actually prove damages. None of the parties here have damaged (sic)."

That statement is perjurious because, under Florida law, accusing someone of committing a felony is libel per se, and a plaintiff doesn't have to prove that anyone believes the allegedly defamatory accusations, or not. *See: Richard v. Gray,* 62 So. 2d 597 (Fla. 1953). I offered to waive the statute of limitations for libel, if Johnson and his clients wanted to sue me for the contents of the website. I also offered to waive any requirement that they prove that someone believed my allegations. Furthermore, I offered to waive my litigation privilege, if they wanted to sue me for my allegations in the *Amended Lawsuit* (3/1/2002) which alleged that Johnson, and Respondents Murrell, Whitt, and Pollack, had engaged in criminal conduct. They chose not to. Therefore, the allegations of criminal conduct in the *Amended Lawsuit,* including the incorporated series, *The Misconduct of Attorney Barry Johnson, Parts I-XIII,* and Parts XIV-XX, must be taken as true.

For example, Part I of the series lists twenty documents which I had previously filed in this case, in the circuit court, accusing Johnson of suborning the perjury of Respondents Murrell and Pollack. Part II of the series delineates how Johnson lied to the tribunal at a hearing. Part IV of the series states how Johnson suborned the perjury of Respondents Murrell and Pollack numerous times. Part VI delineates some of the perjury of Respondents Murrell and

Pollack, suborned by Johnson. Part VII shows how Respondent Whitt created the forged documents with forgeries of my e-signature on them). Part IX shows how Johnson lied to the tribunal on 12/15/21. Part X delineates the perjury of Respondents Murrell and Pollack, suborned by Johnson, re Rule 1.540, Fla. R. Civ. P. Part XI delineates the perjury by Murrell and Pollock, suborned by Johnson, re the theft of my security deposit. Part XII shows some of the perjury by Murrell and Pollack. Part XIII relates how Johnson created the fraudulent order of dismissal for the *First Motion to Dismiss.* Part XVIII delineates the perjury of Murrell and Johnson in the *Motion to Enjoin.* Part XIX describes how I was denied discovery regarding "Jane Doe," the leasing agent who rented the apartment to me. Johnson asked the court to take all the foregoing allegations as true.

Attorney Johnson never filed a motion to strike the *Amended Lawsuit* (3/1/02022), nor the incorporated series, before filing his *Fourth Motion to Dismiss.* Instead, Johnson asked the court to take the allegations therein as true. Furthermore, affidavits, and verified statements, under the penalty of perjury, are supposed to be based on the personal knowledge of the affiant. Neither attorney Johnson, nor Respondent Murrell, should have been allowed to attest, under the penalty of perjury, that: Respondent Whitt did not create the fraudulent documents, with forgeries of my e-signature on them; Respondents Whitt and Pollack did not defraud me of money; and that Respondent Pollack did not commit perjury, suborned by Johnson.

Also, the *Motion to Enjoin,* which denies that any of the Respondents forged documents, was not signed by Respondent Whitt, but only by Johnson and Respondent Murrell, under the penalty of perjury. Whitt is the person I accused of placing a forgery of my e-signature on the fraudulent documents. That accusation is on my website, greystarcrooks.com, and Johnson introduced a copy of the contents of the website into the record. Why didn't Whitt sue me for libel? If Whitt didn't forge my e-signature to the document, then *Greystar/Sun Lake* would have opened an investigation as to who created the fraudulent documents, with a forgery of my e-signature on them, and who sent them to the collection agency, NCS. They didn't, because they know that Whitt created the forged, fraudulent documents. The forged documents are discussed in more detail below in Section 10, under *Chronology.*

Denial of Hearings for My Motions & for Discovery

(8) I filed numerous motions to disqualify attorney Johnson, because of his criminal conduct, and other misconduct. I also filed numerous motions for a default as a sanction, because of the criminal conduct of Respondents Murrell and Pollack, and their attorney, Barry B. Johnson, during the litigation of this case. I was never allowed a hearing on those motions. Neither Johnson, nor the Respondents, ever responded to those motions, nor did they ask that the motions be stricken. Johnson should have been disqualified. When there is even the appearance of a lawyer's impropriety, he should be disqualified. *See: Richardson v. Hamiton, Intl. Corp.* 469 F. 2d 1382, 1385-86 (3rd Cir. 1972). *In Re Deepwater Horizon,* case no. 30265 (5th

Cir. 2016). If there's a possibility that an attorney may have engaged in criminal conduct with his clients, he should be removed. *U.S. v. Locascio & Gotti,* 782 F. Supp. 737 (E.D.N.Y. 1991); *U.S. v. Locascio,* 6 F. 3d 924 (2nd Cir. 1993).

I also filed numerous interrogatories and request for admissions. The Respondents' attorney, Johnson, refused to respond to my requests. I also filed a subpoena for documentation of the handling of my security deposit for my apartment at *Sun Lake.* Johnson and the Respondents refused to comply, and the circuit court refused to order them to comply. Additionally, in December 2019, Respondent Pollack signed an apparently false affidavit, fraudulently alleging that it would cost $13,202.00 just to document when my security deposit was placed in a trust account. I filed numerous motions to compel discovery, but I wasn't allowed a hearing on the motions, except for one sham hearing in 2019.

I also requested that Johnson give me the name of the agent that leased the apartment at *Sun Lake* to me. Johnson refused to tell me her name, and the circuit court refused to order him to tell me her name. I later concluded that it was Evelyn Camacho, but Johnson refused to confirm or deny it. Johnson refused to give the contact information for unserved defendants Camacho and Faith, so they could be served, and the circuit court refused to order him to supply me with that information.

<u>The Respondents' Motions to Dismiss are Answers & Motions for Summary Judgment, not Motions to Dismiss</u>

(9) My first Rule 1.540 Motion (5/2/2023) p.7, para. 22, points out that attor-

ney Barry Johnson filed four motions to dismiss, which are really answers, not motions to dismiss. I pointed that out to circuit Judge Falcone, but he ignored the issue, because of his bias against me as a *pro se* litigant. The *First Motion to Dismiss* asked the circuit court take my allegations against Johnson's clients, including their fraud, as true. However, on p. 4, para. 15, therein, he states:

"Langdon has no claim for any fraud."

In the *Second Motion to Dismiss*, Johnson asked the circuit court to take my allegations as true. Then on p. 5, para. 2, therein, he states:

"... no cause of action exists as no claim for fraud exists."

The *Third Motion to Dismiss* asked the court to take my allegations as true, on p. 4, para. 16. However, on pages 5-6, paras. 24-28, Johnson had Respondents Murrell and Pollack deny, under the penalty of perjury, that the Respondents had illegally obtained and retained my security deposit. That's contrary to the allegations in my lawsuit. In the *Fourth Motion to Dismiss* 3/23/2022, they asked that the allegations in my *Amended Lawsuit,* p. 4, para. 20 be taken as true. On pp. 10-11, paras. 46-50, Johnson had Murrell deny, under the penalty of perjury, my allegations that the Respondents illegally obtained and kept my security deposit. Also, on p. 9, para. 40 of the motion, Johnson had Murrell state, under the penalty of perjury:

> "Langdon mentions various equitable defenses including unconscionability, duress, coercion, etc.: however, they...**are simply without merit.**"

Furthermore, the last three motions to dismiss are answers, not motions to

dismiss, because: they are in affidavit form, sworn to under the penalty of perjury, contrary to Florida law; and they deny my most substantial allegations.

> "A motion to dismiss is not a motion for summary judgment and a trial court is precluded from relying on depositions, **affidavits,** or other proof." Solarzano v. First Union Mortgage Corp., 896 So. 2d 847, 850 (Fla. 4th DCA 2005)

One week after filing the *Fourth Motion to Dismiss,* Johnson filed the *Motion to Enjoin* on 4/1/2022. As stated previously, the *Motion to Enjoin* denies, under the penalty of perjury, the essential elements of my *Amended Lawsuit* (3/1/2002). It denies that: the Respondents created any forged documents; the Respondents committed perjury, suborned by Johnson; and it denies that the Respondents defrauded me of any money. Therefore, the *Motion to Enjoin* is really an answer.

On 7/7/2022, Johnson filed the *Motion to Strike.* It was signed under the penalty of perjury by Respondent Murrell. That motion makes the same perjurious denials of my claims which the *Motion to Enjoin* made. Therefore, the *Motion to Strike* is also an answer. The *Motion to Strike* asked the circuit court to strike the series *The Misconduct of Attorney Barry Johnson, Parts I-XX.* However, Johnson refused to set a time for a hearing on the motion, and no hearing on the motion was held. It's a sham pleading. Therefore, it must be deemed that the Respondents admitted that the allegations in the *Misconduct of Attorney Barry Johnson,* Parts I-XX, are true. *See: Baxter v. Palmigiano, supra.*

Respondent Murrell testified in the 2nd, 3rd, and 4th motions to dismiss, and in

the *Motion to Enjoin,* and in the *Motion to Strike,* under the penalty of perjury. Respondent Pollack was allowed to testify, under the penalty of perjury, in the 2nd and 3rd motions to dismiss. The Respondents' attorney, Barry Johnson, was allowed to testify in the *Motion to Enjoin,* under the penalty of perjury, and become a witness. In their testimony, they denied the most essential allegations of my lawsuit. I was not allowed to have an evidentiary hearing on their testimony, although, I asked for a hearing, numerous times. I was not allowed to depose them on their testimony. Although I pointed out to circuit court Judge Falcone that the motions to dismiss were really answers, he ignored my objections.

Chronology & Delineation of Some of the Fraud on the Court & the Criminal Conduct by the Respondents & their Attorney, Barry Johnson

(10) I rented an apartment at *Sun Lake Apartments,* managed by *Greystar,* on 5/7/2015. After I moved in, I discovered that the man below me smoked constantly, and his smoking came into my apartment. I don't smoke, and my father, mother sister, and younger brother died from smoking. I complained, but Respondents Whitt, Pollack, and others, told me that smoking was allowed in the apartments. Whitt, the general manager at *Sun Lake,* and Pollack, the business manager at *Sun Lake,* informed me that if I moved out before the lease expired, I would be sued for two months of rent as a penalty. I moved out anyway. After I moved out, Respondent Murrell, the Senior Regional Property Manager with Greystar, told me that: smoking was allowed in the apartments at *Sun Lake*; and that I owed two months of rent as a penalty for moving out early.

Sun Lake-Greystar hired a collection agency, *National Credit Systems* (NCS), to collect two months of rent, which they falsely alleged I owed. They also hired an attorney, James Barron III to collect the alleged debt. I filed a small claims lawsuit against *Sun Lake, Greystar*, NCS, and Allison Murrell, *Langdon v. Sun Lake I,* case no. 2017-SC-023823-0, Orange County, Florida, on 11/15/2017. I settled with NCS before the scheduled mediation meeting on 1/30/2018. At the mediation meeting, attorney Barry B. Johnson and Respondent Pollack falsely stated that I owed two months of rent, because I moved out before the lease expired, allegedly without cause. I said I moved out primarily because of the man smoking below me, and secondarily, because *Sun Lake-Greystar* refused to fix the a/c. Johnson also falsely stated that I had filed my suit in the wrong forum, and the case could only be heard in Seminole County, not Orange County. Johnson also falsely stated that I would be charged $1,000 to have the case transferred to Seminole County.

I had previously consulted with two attorneys, who told me that, if the lease didn't bar smoking, there was nothing I could do about it. Because it was two years after I moved out, I couldn't prove that the a/c was defective. Therefore, I signed the purported settlement with *Sun Lake, Greystar*, and Murrell, and a voluntary dismissal with prejudice, on 1/30/2018. Roughly ten days later, I received from NCS a copy of the lease which *Sun Lake-Greystar* had sent to NCS. Attached to the lease were two fraudulent *addenda*, and a fraudulent final page of my lease.

One of the fraudulent *addenda* was a copy of the *No-Smoking Addendum*. It

banned smoking in all the apartments at *Sun Lake*, and banned smoking outside, except in certain areas designated by signage. There was no such signage anywhere near my apartment. The *No -Smoking Addendum* has a forgery of my e-signature on it, and the e-signature of Respondent Whitt. Next to the forgery of my e-signature is the date 5/08/2015, which is also next Whitt's e-signature. I signed the purported lease and the true *addenda* on 5/07/2015, and Whitt was not involved.

The second fraudulent addendum is the *Lease Addendum-Damages.* Florida law requires that a renter sign a copy of the *Lease Addendum Damages* the day they sign the lease, or the lease is invalid. The addendum requires a renter to choose one of two options that the landlord can use to collect rent, if the renter moves out before the lease expires, without cause. I selected *Choice 2* on the true addendum. When a renter moves out without cause, before the lease expires, it requires a landlord to make a good faith effort to rent the apartment to someone else, to determine damages. Then the landlord can go to court to collect any alleged damages. *Choice 1* allows the landlord two months of rent as a penalty, when a renter moves out early, without cause. It's called the liquidated damages option. I selected *Choice 2* on the true *Lease Addendum Damages* on 5/7/2015, the day I signed the purported lease. The fraudulent *Lease Addendum-Damages* falsely indicates that I selected *Choice 1*, the liquidated damages option.

The true *Lease Addendum Damages* has my signature, and the signature of unserved defendant Camacho, the leasing agent, on it. The fraudulent *Lease*

Addendum Damages has a forgery of my e-signature on it, and the date of 5/8/2015 next to the forgery, the day after I signed the true *addenda.* It also has the e-signature of Respondent Whitt on it, and the date of 5/8/2015 next to her e-signature.

The third fraudulent document is the fraudulent final page of the lease. It also has a forgery of my e-signature on it, and the date of 5/8/2015 next to it. It states that the date of the contract (lease) is 5/7/205. It doesn't explain why the e-signatures on the same page are dated 5/8/2015. The true last page of the lease, p. 7, was signed in ink by myself and Respondent Pollack on 5/7/2015, although I didn't meet Pollack that day. All the true *addenda* were signed in ink by myself, and unserved defendant Camacho, the leasing agent. There were two other fraudulent documents created by Whitt and Pollack, ledgers that falsely stated that I owed two months of rent to *Sun Lake.* Respondent Pollack helped Respondent Whitt create the fraudulent documents. The Respondents' attorney, Barry Johnson, later committed perjury re the fraudulent documents, and suborned the perjury of Murrell re the fraudulent documents, twice. *See: pages 10-16, herein.*

(11) On 2/22/2018, I filed a motion to void the voluntary dismissal in *Langdon v. Sun Lake I.* The presiding judge refused to rule on the request, because he lacked jurisdiction to rule on the motion, after I took the voluntary dismissal. *See: Randle-Eastern Ambulance Service, Inc. v. Vasta,* 360 So. 2d 68 (Fla. 1978). Therefore, I filed this lawsuit on 1/24/2019. Attorney Johnson filed the *First Motion to Dismiss*

(3/14/2019) in response. In this case, *Langdon v. Sun Lake II,* I sought the rescission of the settlement in *Langdon v. Sun Lake I,* and damages for the ruining of my credit via the fraudulent, forged documents.

The First Motion to Dismiss contains a fraudulent certificate of service which falsely states that the motion was served on me. I filed motions for a default entry and a default judgment against Respondent Murrell. The motions were denied, without a hearing, although Johnson never responded. Johnson has never denied that the *First Motion to Dismiss* contains a false certificate of service. I made that allegation again, in the *Amended Lawsuit* (3/1/2022), p. 20, para 46. In his responsive *Fourth Motion to Dismiss* (3/23/2022), Johnson didn't deny the allegation. Instead, he asked the court to take it as true.

Filing false certificates of service, or no certificate of service, is standard for Johnson. There was no certificate of service attached to the *Fourth Motion to Dismiss* (3/23/2022), and it was filed late, therefore, all his defendants were in default. When I asked Johnson for a copy, he told me to check the docket. I filed motions for a default entry and a default judgment. The motions were denied, although Johnson never responded. Johnson filed three false certificates of service with *The Sixth District Court of Appeal,* Florida, in this case 6D2023-2852, and the related case, 6D2023- with his answer briefs. I pointed this out in my motion for an extension of time to file *Reply Briefs* to the *Answer Briefs,* Johnson filed on appeal, in case no. 6D2023-2852, this case, and in 6D2023-2412. Johnson never denied the allegations.

Bias of the Circuit Court in Partially Granting the Third Motion to Dismiss

(12) The granting of the *Third Motion to Dismiss* demonstrates the gross bias of the circuit court against me. I was allowed to strike the second version of this lawsuit, and file a third version. At the hearing on the *Third Motion to Dismiss* (12/15/2021), Johnson lied to Judge Falcone when he stated that I hadn't sought relief from the voluntary dismissal in *Langdon v. Sun Lake I.* Judge Falcone was shocked and said "Mr. Johnson that's not true." I had filed a motion to void the voluntary dismissal 23 days after I took it. Johnson's lying to circuit Judge Falcone is described in *The Misconduct of Attorney Barry Johnson, Part IX,* which was attached to, and incorporated into, my *Amended Lawsuit* (3/1/2022). Johnson was not disciplined for his lying.

Circuit Judge Falcone granted the *Third Motion to Dismiss* via an order dated 1/19/2022. My lawsuit, *Langdon v., Sun Lake II*, seeks to have the purported settlement agreement in the prior lawsuit, *Langdon v. Sun Lake I,* rescinded. Judge Falcone's order states, on page 3, para. 4:

> "Because the settlement agreement does not specifically disavow fraud or the other factors alleged by Plaintiff as grounds for rescission, **the Court cannot find the claim facially barred.** *See Lower Fees, Inc. v. Bankrate, Inc.,* 74 So. 3d 517, 520 (Fla. 4th DCA 2011."

The Court in *Lower Fees, supra,* relied on the Florida Supreme Court's ruling in *Oceanic Villas, Inc. v. Godson.*

"As early as 1941, our supreme court held in *Oceanic Villas, Inc. v. Godson,*

> 148 Fla. 454, 4 So. 2d 689 (1941), that a fraudulent inducement claim cannot be defeated by a contractual agreement unless the contract specifically states a fraud claim is not sufficient to negate the contract." Lower Fees, Inc. v. Bankrate, Inc. 74 So. 3d 517, 519 (Fla. 4th DCA 2011).

The federal courts apply that rule to Florida cases. *See: Global Quest v. Horizon Yachts,* 849 F. 3d 1022, 1030 (11th Cir. 2017). Because the settlement agreement didn't state that it was uncontestable for fraud, Judge Falcone ruled, correctly, that the motion to dismiss wasn't grantable on the face of my complaint. Under Florida law, a motion to dismiss may only be granted, if it appears on the face of the complaint, that relief is warranted. *Garafolo, LLC v. Proskauer Rose, LLP,* 253 So. 3d 2, 5 (Fla. 4th DCA 2018). Therefore, the Respondents' *Third Motion to Dismiss* should have been denied. However, Judge Falcone wanted to get rid of me. Therefore, he came up with a transparent ruse to give attorney Johnson another chance to have my case dismissed. In his order granting the *Third Motion to Dismiss,* in part, Judge Falcone contradicted himself, and gave Johnson and the Respondents another chance to dismiss my case, on pages 4-5, para. 6.

> "The Court finds that the appropriate course is for the Court to abate Counts 1 through 3 until the rescission claim is resolved. n.2... This procedure is similar to what occurs in insurance bad faith litigation, where courts have discretion to abate bad faith claims as premature until litigation over coverage concludes. *See e.g., State Farm Mut. Auto Insur. Co., v. Tranchese,* 49 So. 3d 809, 810 (Fla. 4th DCA 2010)."

The gross absurdity of the judge's ruling is obvious. My case is not an insurance case. *State Farm v. Tranchese* has been cited about 30 times in Florida courts,

but only in insurance cases, except in my case. However, I was allowed to file another version of my lawsuit. Subsequently, I filed the *Amended Lawsuit* on 3/1/2022. Johnson then filed the perjurious *Fourth Motion to Dismiss,* which was signed under the penalty of perjury by Respondent Murrell.

Obtaining Dismissal of this Case via Perjury by Respondent Murrell, Suborned by Johnson

(13) My Rule 1.540 Motion, (Appx. 5(a)) asserts that Attorney Johnson obtained the granting of his *Fourth Motion to Dismiss* via the perjury of Respondent Murrell, suborned by Johnson. In the *Fourth Motion to Dismiss*, pages 9-10, paras. 43-45, Johnson had Murrell perjuriously state:

> "Fraud in the inducement... 43) A Plaintiff may not rely on statements made by litigation adversaries to establish fraud claims. *See: Moriber v. Dreiling,* 194 So. 3d 369, 373 (Fla. 3d DCA 2016) (holding 'Plaintiff had no right to rely on any such representations, in view of the fact that at all times the parties knew that they were in hostile relations to each other.' ... 44) A party cannot recover for fraudulent oral representations which are covered or contradicted by a later written agreement. *Giallo v. New Piper Aircraft, Inc.*, 855 So. 2d 1273, 1275 (Fla. 4th DCA 2003)... 45) In the present case, Langdon has failed to plead a prima facie case of Fraud. Moreover, **his entire claim rest upon statements made in Mediation which are both confidential and non-discoverable** and are barred by the holding in Moriber." Fraudulent-Perjurious-Statement A

Statement A is perjurious for multiple reasons. *Moriber* is based on *Columbus Hotel Corp. v. Hotel Management,* 156 So. 2d 893 (Fla. 1934). The plaintiffs in *Columbus Hotel* were sophisticated real estate investors, led by George E. Roose-velt, the head of the N.Y. investment banking firm, *Roosevelt & Son.* They were

represented by counsel in a commercial real estate transaction. As *Moriber* states:

> "In *Columbus Hotel* the Florida Supreme Court upheld a settlement between a group of bondholders and a hotel entrepreneur in the face of allegations that [he], who was represented by counsel, had used omissions and false representations to induce the bondholders, **who were also represented by counsel**, to execute the agreement." *Moriber v. Dreiling*, 194 So. 3d 36, 373-374 (Fla. 3d DCA 2016)

The Court in *Columbus Hotel,* and the court in *Moriber,* made it clear that the *Columbus Hotel Rule* only applies if: the plaintiffs had been represented by counsel when they signed the settlement in the prior litigation; they were sophisticated businessman; and the case involved a commercial transaction. The Eleventh Circuit Court of Appeal applies those standards.

> "Applying the Columbus Hotel Rule to settlement agreements, a line of Eleventh Circuit cases hold that ... **a person represented by counsel** cannot justifiably rely on a statement made by an adverse party who that person has accused of fraud or dishonesty. *See, e.g., Pettinelli v. Danzig,* 722 F. 2d 706, 710 (11th Cir. 1984) ... *Greenleaf Nursery v. E. I. Dupont de Nemours & Co.,* 341 F. 3d 1292, 1405 (11th Cir. 2003) ... *Mergens v. Dreyfoos,* 166 F. 3d 114, 118 (11th Cir. 1999) ... *Affiliati Networks v. Wannamaker,* 897 F. Appx. 583, 586-587 (11th Cir. 2021)." *Morrison, M.D., v. Medical Center*, case no. 23-cv-80512-BER (S.D. Fla., April 19th, 2024)

I wasn't represented by counsel when I signed the settlement agreement in the prior case, *Langdon v. Sun Lake I.* Also, this matter doesn't involve a commercial real estate transaction, by a sophisticated investor. It's a residential lease. The Eleventh Circuit has never applied the *Columbus Hotel Rule* to a party, who was not represented by counsel, when they signed a settlement agreement. No court in Florida has ever applied the *Columbus Hotel Rule* to a party who was not repre-

sented by counsel, when they signed a settlement agreement, except in my case.

The plaintiff in *Moriber* was involved in a commercial transaction, and was represented by counsel. Attorney Johnson knows quite well that the *Columbus Hotel Rule,* and *Moriber,* don't apply to my situation. That didn't prevent Johnson from having Respondent Murrell testify, under oath, that *Moriber,* and hence, *The Columbus Hotel Rule,* apply to my case. Although Judge Falcone knew that *Columbus Hotel* and *Moriber* don't apply to my case, he applied them anyway, to get rid of me, because I am a *pro se* litigant. In his *Order Granting Defendants' Motion to Dismiss Fourth Amended Complaint,* p. 4. para. 7, Judge Falcone ruled:

> "As the Third District Court has explained 'Florida state and federal courts have [held] that as a matter of law plaintiff may not rely on statements made by litigation adversaries to establish fraud claims.' *Moriber v. Dreiling,* 194 So. 3d 369, 373 (Fla. 3d DCA 2016) ... see also *Affiliati Networks v. Wanamaker,* 847 F. Appx. 583, 586-88 (11th Cir. 2021)."

However, the court in *Affiliati* made it clear that it was applying the *Columbus Hotel Rule* because the plaintiff was a sophisticated businessman, involved in a commercial transaction, and represented by counsel. The court in *Affiliati* relied on *Columbus Hotel,* and other cases, where the plaintiffs were: sophisticated businessmen; represented by counsel; and involved in a commercial transaction. Furthermore, Judge Falcone's decision, granting the *Fourth Motion to Dismiss* directly contradicts his order granting the *Third Motion to Dismiss,* in part, and denying it, in part. Therein, he relied on *Oceanic Villas v. Godson,* 4 So. 2d 689 (Fla. 1941). *See page 24-25, supra.* Judge Falcone also *intentionally* ignored F.S. 83.44 of the

Florida Landlord Tenant Law, which states:

> "Obligation of Good Faith. Every rental agreement or duty within this part requires an obligation of good faith."

Good faith means acting honestly and fairly. The Respondents committed fraud and forgery. Their attorney, Jiohnson: committed perjury; suborned the perjury of Respondents Murrell and Pollack; lied to the tribunal; etc. Also, Florida law bars anyone from making false statements to induce someone into signing an agreement. *See: Besett v. Basnett,* 389 So. 2d 995 (Fla. 1980). Florida law also bars anyone from using fraudulent concealment in a residential real estate transaction. *See: Johnson v. Davis,* 480 So. 2d 625 (Fla. 1985); *Henson v. James Barker Co.,* 553 So. 2d 901 (Fla. 1st DCA 1990) (voiding settlement agreement in a residential real estate construction contract for fraudulent concealment).

When I signed the lease at *Sun Lake,* Respondent Pollack and unserved defendant Camacho concealed from me the fact that smoking was banned in the apartments at *Sun Lake,* as delineated in the *No Smoking Addendum.* The *No-Smoking Addendum* contains the true smoking policy at *Sun Lake.* Respondent Whitt, with the help of Respondent Pollack, created a fraudulent document, by forging my e-signature to a copy of the *No Smoking Addendum.* Whenever I complained about the man's smoking in the apartment below me, Respondents Whitt, Pollack and Murrell lied and said that smoking was allowed in the apartments at *Sun Lake.*

At the mediation meeting in *Langdon v. Sun Lake I,* on 1/30/2018, attorney Johnson and Respondent Pollack lied to me, saying I had no right to move out of my apartment at *Sun Lake,* because the man below me smoked. They concealed the *No-Smoking Addendum* from me. They lied and concealed, to get me to sign the fraudulent settlement agreement. Those allegations were clearly made in my pleadings, including the *Amended Lawsuit,* filed on 3/1/2022, and the incorporated series, *The Misconduct of Attorney Barry Johnson, Parts I-XIII.*

On 3/23/2022, attorney Johnson filed the *Fourth Motion to Dismiss,* wherein the Respondents asked the court to take the aforementioned allegations as true. Indisputably, the court should have applied the relevant case law: *Oceanic Villas v. Godson; Besett v. Basnett: Johnson v. Davis:* and F. S. 83.44. Instead, Judge Falcone intentionally applied the irrelevant *Columbus Hotel Rule,* to get rid of me.

(14) *Statement A, supra,* is also perjury by Murrell, suborned by Johnson, because it asserts that statements in mediation are *always* confidential and non-discoverable.

> "F.S. 44.405(4)(a). Notwithstanding subsections (1) and (2), there is no confidentiality or privilege attached to a signed written agreement reached during mediation unless the parties agree otherwise or for any mediation communication; (2) that is willfully used to plan a crime, commit or attempt to commit a crime, conceal ongoing criminal activity, or threaten violence; (5) offered for the limited purpose of establishing or refuting legally recognized grounds for voiding or reforming a settlement agreement reached during mediation."

The present lawsuit, *Langdon v. Sun Lake II,* asks to rescind the settlement agreement in *Langdon v. Sun Lake I.* Also, the settlement agreement in *Langdon v.*

Sun Lake I was used to conceal the criminal conduct of the Respondents. The Respondents: obtained rent and a security deposit from me through fraud; they concocted fraudulent documents and forged my e-signature to them; and they sent the fraudulent documents to a collection agency and attorneys, to collect a debt I didn't owe, which was wire fraud. The purported settlement agreement was also a crime because it allowed the Respondents to keep the rent and security deposit which they had acquired through fraud, via additional fraud. Therefore, *Statement A, supra,* is perjury by Murrell, suborned by Johnson. The statements made in mediation in the prior case, *Langdon v. Sun Lake I,* are discoverable.

(15) *Statement A, supra,* is also perjury, because my allegations, that the settlement was induced by fraud, is not based totally on **oral** statements made during mediation, by litigation adversaries. There were fraudulent written statements made by the Respondents before I filed the initial lawsuit, *Langdon v. Sun Lake I,* and there was fraudulent concealment, before the mediation meeting, by Respondents Pollack, Whitt and Murrell. However, neither Johnson, nor Pollack was a litigation adversary in *Langdon v. Sun Lake I,* when the settlement was signed. Also, Johnson is a lawyer, and a lawyer is not allowed to lie to a party, on behalf of his clients, to induce them to abandon a claim, as Johnson did at the mediation meeting in *Langdon v. Sun Lake I. See: Schlapper v. Maurer,* 687 So. 2d 1982 (Fla. 5th DCA 1997), citing the Florida *Rules of Professional Conduct.*

(16) My first Rule 1.540 Motion, p. 1, para. 1, asks for relief from the order dismissing defendants Robert Faith and Evelyn Camacho from this lawsuit. Robert Faith is the CEO of Greystar, and it is my belief that Camacho was the leasing agent that showed me the apartment at Sun Lake, and signed the *addenda* to the lease for *Greystar/Sun Lake.* Evelyn Camacho and Robert Faith are named as defendants in this lawsuit, but Johnson refused to give me any addresses where they could be served. Circuit Court Judge Vincent Falcone refused to order Johnson to provide me with their addresses. Then Judge Falcone dismissed Faith and Camacho from the lawsuit.

(17) My first Rule 1.540 Motion (5/2/2023) p. 1. para 1, seeks relief from the order of Judge Falcone quashing service upon the *State of Florida* as requested by the attorney for the state, Ms. Samantha Baker. Judge Falcone alleged, on p. 1, para. 2, of the order quashing that: I failed to comply with F.S. Chapter 48, without naming the section that I supposedly violated; and that I violated Fla. R. Civ. P. 1.070. Judge Falcone never stated how I allegedly violated the statutes, nor did he offer me time, or a way, to correct the alleged defects.

On page 1, para. 2 of the order, Judge Falcone stated that I made no claim against, nor any request for relief from, *The State of Florida,* in my lawsuit. However, in my *Amended Lawsuit,* pages 19-27, paras. 45-54, I gave some of the reasons how I was denied: due process of law; equal protection; and meaningful access to the courts during the litigation of this case. More examples were given

in the incorporated sections, *The Misconduct of Attorney Barry Johnson, Parts I-XII.* I pointed out in my lawsuit that the *Haines Rule* was not applied by the court, in the litigation up to that point. On pages 28-29 of the lawsuit, I have a section titled *Relief Sought.* In that section, on page 29, I stated:

> "I request a declaratory judgment, court order, consent decree, or other appropriate document, holding that the courts in Florida are required to: give *pro se* parties every opportunity to make their case; have their *pro se* pleadings liberally construed; and held to less stringent standards than those prepared by lawyers...."

On page 30 of the *Amended Lawsuit* (3/1/2022), it states:

> "I request that Florida Courts be required to inform pro se parties the time frames to respond to pleadings and/or file appeals on court rulings, and where to appeal to."

Before the state responded to my lawsuit, I filed an amendment stating:

> "The State of Florida and the Attorney General of Florida have been served but they have not responded to this complaint. I wish to amend my complaint as follows: 56. The Ninth Judicial District allows attorneys to file their pleadings remotely, electronically. However, pro se parties are not allowed to do so. Therefore, pro se parties are discriminnated against and denied equal protection under the law and meaningful access to the courts, contrary to the U.S. Constitution and the the Constitution of the State of Florida. 57. The local rules of the Ninth Judicial Circuit hold pro se parties to the same standards as Lawyers, contrary to the U.S. Supreme Court's decision in *Haines v. Kerner."* *Amendment – Additional Claims Against the State of Florida,*

Obviously, Judge Falcone ignored the truth. I did seek relief from *The State of Florida* in this lawsuit. I believe the state is a proper defendant. Judge Falcone's order quashing service of the state admits that the clerk of court issued a summons for the Attorney General of the State of Florida, Ashley Moody,

and Ms. Baker responded on behalf of the state with her motion to quash. I believe that it is in the best interest of justice, and all parties, for the State of Florida to be a party to this lawsuit. I have served *The State of Florida* with all my filings at every stage of the litigation.

(18) Circuit Judge Falcone denied my Rule 1.540 motions to void the judgments and orders in this case without a hearing; an explanation; and without any response from the Respondents. I filed a timely *Notice of Appeal,* and it was designated case no. 6D2023-2852. I had previously filed a *Notice of Appeal* for the granting of the *Fourth Motion to Dismiss,* and other orders in this case. That appeal was given case no. 6D2023-1592. The appeal of the granting of attorney's fees to the Respondents was designated case no. 6D2023-2412. Cases 6D2023-1592, and 6D2023-2412 were later consolidated.

In his three Answer Briefs, filed with the Court of Appeal, Johnson never denied my allegations in my Initial Briefs that he: committed perjury; suborned the perjury of Respondents Murrell and Pollack numerous times; lied to the tribunal; misrepresented the controlling case law; misrepresented material facts; and that he engaged in other misconduct in the circuit court. I also filed the following documents with the Court of Appeal in the related case, no. 6D2023-1592: *Motion to Disqualify Attorney Johnson; Second Motion to Disqualify Attorney Johnson; Motion for Sanctions;* and *Verified Statement in Support of the Motion for Sanctions.*

Those documents delineate Johnson's criminal conduct, and the criminal conduct of Respondents Murrell and Pollack, during the course of the litigation in this case. The *Verified Statement* gives a detailed explanation as to how Johnson obtained the granting of his *Fourth Motion to Dismiss* by: suborning the perjury of Murrell; misrepresented the controlling case law; and misrepresenting material facts. Johnson never responded to those motions. The Court of Appeal denied the motions, without an explanation, although they were unopposed by attorney Johnson and the Respondents. Because the motions were unopposed, the well documented allegations therein should have been deemed admitted, and the motions granted by the Court of Appeal. *See: Baxter v. Palmigiano, supra.* The Sixth DCA, Florida, affirmed the circuit court's denial of my Rule 1.540 motions, *per curiam,* without any explanation. *The Supreme Court of Florida* refused to review that decision.

REASONS FOR GRANTING THIS PETITION FOR A WRIT OF CERTIORARI

I was denied due process of law, equal protection under the law, and meaningful access to the courts, in Florida, because I am a *pro se* litigant. When I sought to void the judgments and orders in this case, via Rule 1.540 motions, they were denied without: a hearing; a response from the Respondents; and without an explanation. The Sixth DCA affirmed the circuit court's decision, without an explanation. The Supreme Court of Florida refused to review the lower courts' decisions. On the other hand, the attorney for the Respondents was allowed to:

commit perjury several times; suborn perjury; lie to the tribunal; and misrepresent the law and material facts.

The *Haines Rule* should apply to non-prisoner *pro se* litigants, in federal and state courts. *Pro se* prisoner litigants often have better access to the courts than non-prisoner, *pro se* litigants. They have the advice of jail house lawyers, law libraries in prison, and time on their hands. It is extremely difficult for a *pro se* litigant to compete against a litigant who is represented by a lawyer. Furthermore, the cost of legal counsel has greatly exceeded the rate of inflation over the past forty years. Guaranteeing that the *Haines Rule* applies to all *pro se* litigants, in federal and state courts, would help to enable *pro se* lawsuits to be determined on their merits, rather than on the gamesmanship of an attorney.

There is a dispute in the federal courts and state courts as to whether, or not, *Haines v. Kerner* applies to non-prisoner, *pro se* litigants. Many states, i.e. Washington, refuse to apply the *Haines Rule* to anyone. There is also a dispute as to how liberally to construe the pleadings of *pro se* litigants. The Florida courts refused to address any of the major issues I raised. Notice and opportunity to be heard are the essence of due process. I had no opportunity to be heard in the Florida courts because I am a *pro se* litigant. There is no other rational explanation.

Over the last few years in America, there has been a gross undermining of the respect that Americans have for the judicial process. Extremist of all political

spectrums have, literally, assaulted our legal institutions. No one is above the law, not even the Respondents nor their attorney, Barry B. Johnson. Johnson is allowed to practice law in all the federal district courts in Florida, although he has engaged in criminal conduct. The Florida courts refused to address his criminal conduct, and the criminal conduct of his clients. Johnson asked that my allegations of his criminal conduct be taken as true in his fourth motion to dismiss, filed on 3/23/2022.

It is my understanding that Former President Clinton was barred from practicing before the U.S. Supreme Court because he admitted that he had committed perjury. It is my understanding that former President Richard Nixon was barred from practicing law in *The State of New York,* because of his alleged conspiracy to obstruct justice in the Watergate scandal. I am extremely shocked by the treatment I received by the courts in Florida. I never would have believed that someone could have their Constitutional rights so blatantly denied.

This matter began 10 years ago, and has dragged on through the courts for six years. I am 73 years old and suffer from serious health problems, including crippling headaches, and severe hypoglycemia, which makes it very difficult for me to concentrate, much of the time. This matter could have been resolved six years ago, if the courts had acknowledged my rights.

Therefore, I humbly ask the Honorable *Supreme Court of the United States of America* to address, and rectify, these injustices.

CONCLUSION

This *Petition for a Writ of Certiorari* should be granted.

I solemnly swear under oath, and under the penalty of perjury, that everything herein is true and correct, this the 30th day of ~~April~~ MAY, 2025.

Christopher Langdon, Petitioner

P.O.B. 43, Winter Park, Fl. 32790- Qiologist@yahoo.com – 407-488-8169

Suscribed to and sworn before me, this the 30th day of ~~April~~ MAY, 2025, by Christopher Langdon, proved to me to me, on the basis of satisfactory evidence, to be the person who appeared before me..

Notary Public

LEANNA GOTAY
Notary Public - State of Florida
Commission # HH 585550
My Comm. Expires Aug 21, 2028