24-7485

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

PETITION FOR A WRIT OF CERTIORARI
TO THE SUPREME COURT OF FLORIDA
CASE SC2024-1440 (FLORIDA)

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
P.O.B. 43, WINTER PARK, FL. 32790
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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 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) Must a state circuit court inform a *pro se* litigant of: the time limit for filing a *Notice of Appeal;* where to file the *Notice of Appeal*; and where to get the form for filing the *Notice of Appeal*?

(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) Must a Florida Court of Appeal inform a *pro se* litigant of: the time limits for filing a *Notice of Discretionary Jurisdiction* with *The Supreme Court of Florida*; and provide them with form and requirements for filing the *Notice*?

(6) Is 30 days enough time for a *pro se* litigant to file a *Notice of Discretionary Jurisdiction* with *The Supreme Court of Florida*?

(7) 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?

(8) 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?

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

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

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

(12) May a defense attorney refuse to inform a plaintiff of the address of a defendant, or a witness without a reason?

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

(14) May a court grant attorney's fees to defendants, who asked the court to take as true, the plaintiff's allegations of their criminal conduct, and the criminal conduct of their attorney?

LIST OF THE PARTIES

The caption of the case lists all the parties. Defendants Evelyn Camacho and Robert Faith are unserved. It is my understanding that Jane Doe is Evelyn Camacho, but the circuit court refused to order the attorney for Greystar/Sun Lake, Barry B. Johnson, to confirm or deny that. The circuit refused to order Johnson to supply me with their contact information so they could be served. Johnson represents all the Respondents, except *The State of Florida,* which is represented by Samantha Baker. Ashley Moody, formerly the Attorney General of Florida, has been replaced by James Uthmeier as the Attorney General of Florida.

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RELATED CASE

This case, SC2024-1440 (Fla.), is related to case no. SC2024-1368 (Fla.). I have filed a *Petition for a Writ of Certiorari* with the US. Supreme Court for both cases. both cases grew out of the same case, case no. 2019-CA-000926-0, filed in *The Ninth Judicial Circuit*, Orlando, Fla., on 1/24/2019. The defendants in SC2024-1440, this case, and SC2024-1368, are identical.

OPINIONS AND ORDERS

(1) The ruling of *The Supreme Court of Florida*, dated October 8th, 2024, dismissing my *Notice of Discretionary Jurisdiction,* but allowing me to file a motion for reinstatement (Appx. 1).

(2) The ruling of *The Supreme Court of the State of Florida*, dated November 26th, 2024, denying my *Motion for Reinstatement* and my *Motion for Clarification* (Appx. 2).

(3) The ruling of *The Sixth District Court of Appeal of Florida*, dated July 12th, 2024, dismissing my appeal (Appx. 3).

(4) The ruling of the *Sixth District Court of Appeal of Florida,* dated August 26th, 2024, denying my motion for rehearing and rehearing en banc (Appx. 4).

(5) The ruling by *The Sixth District Court of Appeal of Florida,* dated September 23rd, 2024, denying my motion for oral argument (Appx. 5).

JURISDICTION

The date which the highest state court, *The Supreme Court of The State of Florida,* decided my case was on October 8th, 2024. A copy of that decision appears at Appx. 1. A timely *Motion for Reinstatement* was denied on November 26th, 2024, and a copy of the order denying reinstatement appears at Appendix 2.

An order granting an extension of time to file this Petition was signed on 1/29/2025, by Justice Thomas, allowing me until 2/5/25 to file this Petition. An additional extension of time for filing the *Petition for a Writ of Certiorari* was granted to and including May 4th, 2025 on March 5th, 2025 (Letter of Ms. Katie Heidrick, case manager, Appendix 3) in Application No. 24A740. Another 60-day extension of time was granted on May 12th, 2025 via a letter of the case manager, Ms. Katie Heidrick (Appx.7).

The Honorable Supreme Court of the United States of America has jurisdiction to grant the Petitioner's *Petition for a Writ of Certiorari* under 28 U.S.C. 1257(a)

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

This *Petition* doesn't challenge the constitutionality of a state statute. It does challenge the Constitutionality of Section 7 of the Local Rules of the *Ninth Judicial Circuit,* Orlando, Florida, which hold the filings of pro se parties to the same standard as the filings prepared by lawyers, contrary to *Haines v. Kerner,* 404 U.S. 519

(1972). This *Petition* also alleges that the courts of Florida do not liberally construe the filings of *pro se* litigants as required by *Haines v. Kerner*. Additionally, this *Petition* asserts that the courts in Florida refused to address any of the issues raised by me, thus denying 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 lawsuit, Samantha Baker, and the Attorney General of Florida, James Uthmeier, have been served with 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."

STATEMENT OF THE CASE

(1) The Florida courts 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), in this case, because I am a *pro se* litigant. I asked the courts in Florida to liberally construe my *pro se* filings, as required by *Haines v. Kerner,* 401 U.S. 519 (1972), numerous times. Instead, the Florida courts: narrowly construed my filings; misconstrued my filings; or ignored my filings. I was denied a jury trial, on issues that are only to be decided by a jury, when a plaintiff requests a jury trial, as I did. I was also denied mandatory evidentiary hearings. In contrast, the Florida courts allowed the Respondents' attorney, Barry B. Johnson, who represented all the served Respondents, except *The State of Florida,* to engage in criminal conduct with impunity. Johnson practices law in all the federal courts in Florida.

Attorney Johnson: suborned the perjury of Respondents Murrell and Pollack over twenty times each; lied to the tribunal; misrepresented material facts; misrepresented the controlling case law; made conflicting, contrary statements; refused to give me the name of a witness; refused to confer on my motions; refused to answer interrogatories; refused to respond to requests for admissions; refused to allow his clients to comply with a lawful subpoena; and refused to give me the addresses of unserved defendants E. Camacho and Robert Faith. Additionally, Johnson created a fraudulent order of dismissal, which granted his *First Motion to Dismiss,* and had

Judge Calderon sign it. Those allegations are shocking, however, they are supported by uncontrovertible evidence. My *Amended Lawsuit* (3/1/2022), p. 19, quoted the U.S. Supreme Court's decision in *Haines v. Kerner, Estelle v. Gamble.*

> "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)

The courts in Florida never addressed the *Haines Rule,* despite my numerous requests to do so. In the final version of this lawsuit, the *Amended Lawsuit* (3/1/2022), I documented the criminal conduct of Johnson, and Respondents Murrell and Pollack, during the litigation of this case. I also documented the criminal conduct of Whitt, Pollack, and *Greystar*, which occurred prior to the litigation. My *Amended Lawsuit* (3/1/2022) attached and incorporated the series, *The Misconduct of Attorney Barry Johnson, Parts I-XII.* That series had been previously filed with the court individually, without any objection by the Respondents, nor attorney Johnson. The main body of the lawsuit The *Amended Lawsuit* was signed under the penalty of perjury and specifically included swearing to the truth of the main body of the lawsuit and the attached series re Johnson. The main body of the suit also contained truthful allegations of the criminal conduct of the Respondents and their attorney, Johnson. I neglected to attach Part VI of the series. Later, I filed it and Part XIII, before the Respondents filed their *Fourth Motion to Dismiss* (3/23/2022) in response.

(2) *The Misconduct of Attorney Barry Johnson, Part I,* list twenty documents, I previously filed in this case, which accused Johnson of suborning the perjury of Respondents Murrell and Pollack. *Part II* describes in detail how John-son lied to the tribunal at a hearing in October, 2019. Part IV delineates some of the perjury of Respondents Murrell and Pollack, suborned by Johnson. Part VI describes: perjury by Murrell and Pollack suborned by Johnson; Johnson's creation of the fraudulent order of dismissal, granting his *First Motion to Dismiss*; and the fraudulent certificate of service by Johnson, attached to that motion to dismiss. Those allegations were also made in the main body of the lawsuit. Part VII de-scribes how Whitt created fraudulent documents with forgeries of my e-signature on them. The fraudulent documents were sent to a collection agency (NCS) and an attorney, to collect an alleged debt I didn't owe, and to ruin my credit. Part IX of the series describe show Johnson lied to Judge Falcone on 12/15/2021 at a hearing for his *Third Motion to Dismiss.* Part X describes the perjury of Murrell and Pol-lack, suborned by Johnson, that falsely alleges that my present lawsuit was barred by Rule 1.540 of the Fla. R. Civ. P. Part XI delineates how the Respondents obtained and kept my security deposit through fraud. Part XII describes perjury by Pollack and Murrell. Part XIII gives more descriptions of the fraudulent order of dismissal created by Johnson, and signed by Judge Calderon. Part XVIII describes the perjury of Murrell and Johnson in the *Motion to Enjoin* (4/1/2022). Part XIX describes Johnson how Johnson blocked discovery re the leasing agent, "Jane Doe."

(3) Neither Johnson, nor the Respondents, denied any of the foregoing allegations, before filing their *Fourth Motion to Dismiss.* That motion, which was signed under the penalty of perjury by Murrell, asked the court to take the foregoing allegations as true. The afore-mentioned allegations of criminal conduct, and other misconduct, must be taken as true because: (a) the allegations are true and well documented; (b) the allegations in a lawsuit must be taken as true when challenged by a motion to dismiss; (c) the allegations weren't denied when they were first filed, beginning in 2019; (d) the Respondents and Johnson asked that the allegations be taken as true in their *Fourth Motion to Dismiss;* (e) Johnson and the Respondents never filed a motion to strike the allegations, before filing their *Fourth Motion to Dismiss:* (f) and I waived my litigation privilege (immunity) several times, so the Respondents and Johnson could sue me for libel, but they chose not to.

In addition, I wrote a letter on 1/14/2020, mistakenly dated 1/14/2019, to the judges of *The Ninth Judicial Circuit,* which accused Johnson of suborning perjury The letter was placed in the drop mail boxes of approximately 50 judges at *The Orange County Courthouse,* and placed in the case file about 5 times. I also wrote similar letters in January, 2020, to the judges of the Fifth DCA, Florida, and to the Justices of the Supreme Court of Florida. Copies of all the letters were sent to Johnson. I also created a website, greystarcrooks.com, in 2019. It's been running ever since. It accuses Johnson of suborning perjury, and it accuses Respondent

Whitt of creating fraudulent documents, with forgeries of my e-signature on them, and had them sent to a collection agency to collect a debt I didn't owe. I also created the website barryjohnsoncrook.com. I sent letters, which accused Johnson of suborning perjury, to the heads of organizations that Johnson belonged to, including: *Inns of Court; Rotary Intl;* the members of his law firm; and *Florida Citrus Sports.* The latter is the most prestigious non-profit in Orlando. I wrote seven members of its board of directors accusing, Johnson of suborning perjury.

Johnson has stated that he couldn't sue me for libel for the sites and the letters because he said he couldn't find anyone who believes the allegations. However, under Florida law, if you accuse someone of committing a felony, it's libel per se, and you don't have to find someone who believes the allegations. *Richard v. Gray,* 672 So. 2d 597 (Fla. 1953). Furthermore, I offered to waive: my immunity (litigation privilege); the statute of limitations; and any requirement that Johnson and/or the Respondents find someone who believes the allegations. They refused to sue me, although they have the assets to sue me. *Greystar* is the world's largest property management co. in the world, reputed to be worth $60 billion. The Respondents and Johnson are affluent and successful. The courts should have taken my allegations of criminal conduct as true. As the Court said:

> "... the Court has consistently recognized that in proper circumstances silence in the face of accusation is a relevant fact not barred from evidence by the Due Process Clause... as Mr. Justice Brandeis declared... 'Silence is evidence of the most persuasive character' ... last term in *Hale, supra,* the Court recognized that 'failure to contest an assertion ... is considered evidence of acquiescence ... if it would have been natural under the circum-

stances to object to the assertion." *Baxter v. Palmigiano*, 425 U.S. 308, 319 (1976)

(4) The circuit court ignored my numerous motions to disqualify Johnson for his criminal conduct, and my numerous motions for a default as a sanction, based on the criminal conduct of Johnson and his clients, Murrell and Pollack. I also served Johnson with: requests for admission; numerous interrogatories; and a properly served subpoena for documents. Johnson refused to comply with those requests and the court refused to order him to comply. I also asked Johnson to inform me of the name of the *Greystar* employee who rented the apartment to me at Sun Lake. He refused, and the circuit court refused to order him to inform me of her name. In one bizarre exchange, Johnson alleged in an e-mail that she didn't exist. I had listed her as Jane Doe in my complaint. When I discovered the business card of Evelyn Camacho, I added her to the lawsuit. Johnson refused to admit or deny that she was the leasing agent in question.

Johnson also refused to inform me of an address where she could be served, nor an address where defendant Robert Faith, the CEO of Greystar could be served. The circuit court refused to order Johnson to provide me the information and then dismissed Camacho and Faith from the lawsuit because I was unable to serve them. Additionally, I was denied a trial by jury on questions that may only be decided by a jury. I asked for a jury trial. I am not arguing that the Florida decisions are simply erroneous. The Florida courts decided against me because Johnson is an attorney, and I am not. There is no other explanation.

Disputes Among the Federal Circuits and State Courts re *Haines*

(5) There is a dispute among the federal courts of appeal as to whether, or not, the *Haines Rule,* applies to all *pro se* lawsuits, or only to lawsuits filed by *pro se* prisoners. The following courts of appeal hold that the *Haines Rule* applies to all *pro se* lawsuits, prisoner, and non-prisoner: *Posadas de Puerto Rico, Inc. v. Radin,* 856 F. 3d 399 (1st Cir. 1998); *Platsky v. CIA,* 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. Devel.,* 994 F. 2d 874 (D.C. Cir. 1993); *Ulloa v. Commissioner,* case no. 205-09, 4514-09, at 26 (U.S.T.C., April 6th, 2010).

The 9th Circuit applies the *Haines Rule* only to *pro se* prisoner complaints. *Jacobsen v. Filler,* 790 F. 2d 1362 (9th Cir. 1986) (but see the dissenting of Judge Reinhardt). The 6th Circuit followed *Jacobsen* in *Brock v. Hendershot,* 840 F. 2d 339 (6th Cir. 1988). However, in *Spotts v. U.S.,* 429 F. 3d 248, 250 (6th Cir. 2005), it applied the *Haines Rule* to a non-prisoner, *pro se* litigant. In one case, the Fifth Circuit applied the *Haines Rule* to a non-prisoner, *pro se* complaint. *See: Payton v. U.S.,* 550 F. Appx. 194 (5th Cir. 2013). The Fourth and Eleventh Circuits have not addressed the issue. However, some district courts within the Fourth Circuit and the Eleventh Circuit often apply 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).

The Florida courts ignored the *Haines Rule* in my case. Courts of Appeal in *The State of Washington* have directly refused to apply the *Haines Rule,* stating that it only applies to federal lawsuits. *See: Clark County v. Darby,* case no. 49023-4-II (Wash. Ct. of Appeal, August 15th, 2017); *Pomaikai, LLC v. Povzner,* 11 Wash. App. 2d 1027 (Wash. Ct. App. 2019). There is a dispute among the federal courts, and in the state courts, as to how liberally to construe the pleadings of *pro se* litigants.

(6) This complaint, *Langdon v. Sun Lake et alia,* case no. 2019-CA-000926-0, was filed in *The Ninth Judicial Circuit,* Orlando, on 1/24/2019. Judge Calderon became an advocate for the defendants and granted their first motion to dismiss, for a bogus reason, which he had raised *sua sponte* at the hearing. This is described in my *Amended Lawsuit* (3/1/2022), and Johnson asked the court to take those allegations as true. Johnson then wrote the fraudulent *Order of Dismissal* which granted the first motion to dismiss, and had Judge Calderon sign it. The order is fraudulent for the reasons given in; my *Amended Lawsuit,* p. 23, para. 49; and the *Misconduct of Barry Johnson, Parts VI & XIII,* which were incorporated into the *Amend Lawsuit.* In the subsequent fourth motion to dismiss, Johnson and the Respondents asked that those allegations be taken as true. I then filed a second version of my lawsuit, but I was allowed to strike it. I filed a third version, which was granted

in part, and denied in part (this is discussed in detail, later).

I then filed the final version of my lawsuit, the *Amended Lawsuit* on 3/1/2022. Johnson responded with his fourth motion to dismiss on 3/23/2022. The motion to dismiss: was filed late; wasn't served on me; and it didn't contain a certificate of service. When I asked Johnson for a copy, he told me to check the docket. I filed a motion for a default entry and a default judgment, which was denied without a hearing, nor any response from Johnson. Previously, Johnson filed a false certificate of service with the first motion to dismiss in 2019. I filed a motion for a default entry and judgment against Respondent Murrell, which was denied without a hearing, nor a response by Johnson, nor Murrell. I've made those allegations several times in my filings, and Johnson has never denied them.

The fourth motion to dismiss was granted. Subsequently, the Respondents represented by Johnson were granted attorney's fees, and defendants Faith and Camacho were dismissed from the case, because I was unable to serve them. Johnson had refused to give me their addresses and the court refused to order him to do so. Service of *The State of Florida* was quashed. That issue is described in detail in the *Petition* in the related case, no. SC2023-1368. I filed a Rule 1.540 motion to void the judgments and orders in this case on 5/2/2023. The motion was denied two days later, without: a response from the Respondents; an explanation; and without a hearing, as required. I filed a second Rule 1.540 motion on 5/10/2023. It contained a correction of one error in the first Rule 1.540 motion. It was

denied one day later without: a response from the Respondents; an explanation by the court; and without the required hearing.

(7) On appeal to *The Sixth DCA,* Florida, the appeal of the orders granting the fourth motion to dismiss, and other orders and judgments, was given case no. 6D2023-1592. The appeal of the granting of an attorney's fees to the Respondents represented by Johnson was given case no. 6D2023-2412. The appeal of the denial of my Rule 1.540 motions to void the orders and judgments in this case was given case no. 6D2023-2852. The latter case is the subject of my *Petition for a Writ of Certiorari* in the related case, SC2024-1368. Cases 6D2023-1592 and 6D2023-2412 were eventually consolidated, and are the subject of this *Petition.*

Johnson filed a timely *Answer Brief* in 6D2023-1592. However, he didn't file a timely *Answer Brief* in the other two cases, and he didn't ask for an extension of time to do so. I asked him if he was going to file answer briefs in 6D2023-2412 and 6D2023-2852, and he responded in an e-mail that he wasn't going to. The Court of Appeal should have taken the allegations in my initial briefs in 6D2023-2412 and 6D203-2852 as true, and ruled in my favor. Instead, after many months without a response to my two initial briefs, the Court of Appeal ordered Johnson to file answer briefs in 6D2023-2412 and 6D2023-2852. The answer briefs contain two certificates of service that are false, because they hadn't been served on me. I asserted that the certificates of service were false in my subsequent motion for an extension of time to file reply briefs. Johnson never denied the allegations that certificates were false.

(8) In this case, 6D2023-1592, before the Sixth DCA, Fla., I filed: two motions to disqualify attorney Johnson; a motion for sanctions; and a verified statement in support of the motion for sanctions. The motions gave detailed evidence of the criminal conduct of Johnson, and Respondents Murrell and Pollack, during the litigation of this case. In particular, I demonstrated how Johnson obtained dismissal of my lawsuit, via his fourth motion to dismiss, through the perjury of Murrell, and by misrepresenting the law and material facts. Johnson should have been disqualified and a default entered. Instead, the Court of Appeal denied the motions without: an explanation; a hearing; nor a response from Johnson.

In my three initial briefs, I delineated how Johnson had: committed perjury; suborned the perjury of Murrell and Pollack numerous times; lied to the tribunal; misrepresented the controlling case law; failed to cite the contrary, controlling case law; misrepresented material facts; and other misconduct. Johnson never denied those allegations in his answer briefs, two of which were filed late. I also described how I was denied: due process of law; equal protection under the law; and meaningful access to the courts by circuit court judges Calderon and Falcone. The circuit court denied me: a jury determination on issues which were only to be decided by a jury; mandatory evidentiary hearings; discovery; hearings on almost all of my motions; and other violations of my rights. Furthermore, the circuit court intentionally applied the wrong case law, as supplied by Johnson, just to get rid of me. The denial of my Constitutional rights is described in more detail later herein.

(9) The Sixth DCA, Florida, per curiam, stated that it lacked jurisdiction to rule on my appeal because I, allegedly, hadn't appealed within 30 days. My appeal was timely. On 8/17/2022 the circuit court granted the fourth motion to dismiss on behalf of the Respondents represented by attorney Johnson. However, the order didn't address the request for attorney's fees, contained in the motion to dismiss. On 8/22/2022 I filed the *Motion for an Extension of Time to File a Motion for Reconsideration of the Order Granting the Defendants' Fourth Motion to Dismiss.* I also asked for an extension of time to serve defendants Evelyn Camacho and Robert Faith. Johnson refused to give me their addresses, so I could serve them, and the court refused to order him to do so.

On 8/25/2022, Judge Falcone denied the motion. On 9/13/202 Johnson filed a separate motion for attorney's fees for his clients. On 9/14/2022 the court filed the *Order Granting Motion to Quash & Order Directing Clerk to Close the Case.* The order quashed service of *The State of Florida.* On 10/10/2022 I filed the *Motion for an Extension of Time to File an Appeal,* asking for a time until after the issue of attorney's fees was decided. I believe that the motion should have been considered as a *Notice of Appeal,* and an extension time to file an *Initial Brief,* by the Court of Appeal. The motion was filed 26 days after the order to close the case was filed. That's within the 30 days for appeals. Furthermore, the issue of attorney's fees had not yet been decided. The Respondents represented by Johnson asked for attorney's fees in the fourth motion to dismiss. Therefore, not all the issues in the

fourth motion to dismiss had been decided. On 10/13/2022 the court filed the *Order Granting in Part and Denying in Part Defendants' Motion for Attorney's Fees & Costs, and Denying Plaintiff's Motion for an Extension of Time to File an Appeal.* On 10/17/2022 I filed a *Motion to Reconsider & Motion for Rehearing.* I also filed a *Notice of Appeal & Request to Reopen Case.*

On 10/20/2022, Judge Falcone filed the *Order Denying Plaintiff's Motion to Reconsider & Motion for Rehearing.* On 11/082022 Judge Falcone filed the *Order on Pending Motions Filed by Plaintiff.* In the order, he stated that attorney's fees is an ancillary matter, which didn't stop the time for appealing. However, the request for attorney's fees was in the fourth motion to dismiss, therefore, not every issue in the motion had been decided. It took several days for the order to reach me by mail. I then discovered the separate, special office, for filing appeals at the courthouse and filed a more formal appeal on 11/15/2022. There wasn't a final judgment for the attorney's fees issue until 3/23/2023. The Respondents never asserted at the Court of Appeal that my *Notice of Appeal* was untimely. The Court of Appeal should have invoked the *Florida Rules of Appellate Procedure,* Rule 9.040(c), which states:

> "If a party seeks an improper remedy, the cause **must** be treated as if the proper remedy had been sought, provided that it will not be the repsonsibility of the court to seek the proper remedy."

"All pleadings shall, be construed as to do substantial justice." Rule 1.110, F.R.Civ.P.

> "When determining the character of a *pro se* filing, however, courts should look to the substance of the filing rather than its label." *U.S. v. Antonelli,* 371 F. 3d 360, 361 (7th Cir. 2004)

See also: Higgs v. Attorney General of the U.S., 655 F. 3d 333 (3rd Cir. 2011)

In my *Amended Lawsuit* (3/1/2022), under "Relief Sought," p. 30, 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."

The Eighth Circuit laid out the ideal principles very well.

> "In a civilized society, the norm should be to decide claims on their merits and the mere inaction of the of a party **or his lawyer** should not result in the loss of a hypothetically meritorious claim, except in those limited circumstances... where clear notice is given in advance that a certain procedural default will or might result in loss of a claim or defense." *Lorin Corp. v. GOTO Co., Ltd,* 700 F. 2d 1202, 1205 (8th Cir. 1983).

See also: Smith v. BAC Home Loan Servicing, LP (In re Smith), case no. 7-20244 (S.D. Ga., 7/25/2013); *Foman v. Davis,* 371 U.S. 178 (1962). The Court of Appeal should have invoked Rule 9.040(C)(d) of the Fla. Rules of App. Proc. *(see* pp.17-18), and decided my appeal on the merits. I filed numerous documents with the circuit court, indicating my intention to appeal the orders and judgments in this case. The Respondents were put on notice of my intentions, a few days after the fourth motion to dismiss was granted (in part). At no time did they object, nor did they allege that my appeal was untimely. I asked Judge Falcone at a hearing what the time frame was for filing an appeal. He refused to tell me. I thought it was 90 days. It's my understanding that most federal courts inform *pro se* parties the time frames for filing an appeal, where to file, and the forms for filing an appeal. State

courts should be required to do the same. Most federal circuits inform *pro se* parties of the need to file a response to a motion for summary judgment, although the 9th Circuit only applies it to prisoner, *pro se* lawsuits. *See: Ruotolo v. IRS,* 28 F. 3d 6, 9-9 (2nd Cir. 1994); *Wright v. Collins,* 766 F. 2d 309 (4th Cir. 1975). State courts should be required to do the same, including how to file a *Notice of Appeal.*

It's grossly hypocritical for the courts to allow attorney Johnson to: suborn the perjury of Respondents Murrell and Pollack numerous times; commit perjury; lie to the tribunal; misrepresent material facts and the controlling case law; etc., with impunity, and then dismiss my appeal on a minor technicality. This matter began 10 years ago. This case has dragged on for six years. It could have been resolved in 2019, if the circuit court had allowed me my Constitutional rights. It is understandable that, after years of conflict, I might make a mistake somewhere along the line. However, my mistakes were unintentional, and microscopic, compared to the actions of Johnson and the Respondents. Also, I suffer from serious health problems, including crippling headaches from a mugging. I also have hypoglycemia, which often leaves me groggy. After leaving Sun Lake, I became homeless because I was barred from renting elsewhere, and the Respondents ruined my credit.

I filed a motion for rehearing and rehearing en banc, and asked the court to consider my notice of appeal timely, applying the standards of the *Haines Rule.* Florida's Sixth DCA denied my *Motion for Rehearing* on 8/6/2024. It ruled that my *Motion for Oral Argument* was moot, on 9/03/2024.

(10) On 9/23/2024 I mailed a *Notice to Invoke Discretionary Jurisdiction* in this case (SC-2024-1440) to *The Supreme Court of Florida* via the USPS. That's 20 days after the last ruling by the Court of Appeal, and 28 days after the court's denial of my *Motion for Rehearing.* The *Notice* was unopposed by the Respondents. The Court ruled that it was late because it was not received by 9/25/2024. However, the Supreme Court of Florida allowed me to file a *Motion for Reinstatement*, which I timely filed, and I filed a *Motion for Clarification,* both of which were unopposed by the Respondents, but were denied. I thought that the *Notice* was considered filed when mailed, and was supposed to arrive at the Court two days later anyway. When a *pro se* prisoner files a *Notice to Invoke Discretionary Jurisdiction* with Florida's Supreme Court, it's deemed filed when mailed. That gives *pro se* prisoners more time to create their documents and submit them to the Court, than non-prisoner, *pro se* litigants. That's not equal protection under the law. It also gives *pro se* prisoners better access to the courts than non-prisoner, *pro se* litigants. *The Florida Rules of Appellate Procedure*, Rule 9.420(2)(A)(B) states:

"Inmate Filing. The filing date of a document filed by a pro se inmate confined in an institution shall be presumed to be the date it is stamped for filing by the clerk of court, except as follows: (A) The document shall be presumed to be filed on the date the inmate places it in the hands of an institutional official for mailing if the institution has a system designed for legal mail, the inmate uses that system, and the institution's system records that date, or (B) the document shall be presumed to be filed on the date reflected on a certificate of service contained in the document, if the certificate of service is in substantially the form prescribed by subdivision (d)(1) of this rule and either: (i) the institution does not have a system designed for legal mail, or (ii) the inmate used the institution's system designed for

legal mail, if any, but the institution's system does not provide for a way to record the date the inmate places the document in the hands of an institutional official for mailing."

Attorneys are allowed to file documents with the courts electronically in Florida, and *pro se* parties are not. I asked that *pro se* litigants be allowed to file documents electronically in my *Amended Lawsuit.* An attorney receives a court's order, judgment, *etc.* the same day, electronically. Furthermore, I wasn't able to view documents in my case on the 6th DCA's website. I was only allowed thirty days to file a *Notice to Invoke Discretionary Jurisdiction* with Florida's Supreme Court, which is not enough time for a *pro se* litigant. It's a full 30 days for attorneys, who can receive and file documents electronically. It's less than 30 days for *pro se* prisoner litigants. It's even less time than that for non-prisoner *pro se* litigants, who have to wait for documents to be mailed to them via USPS, and then mail a responsive document via USPS, which is not deemed filed when mailed, nor is it deemed filed when mailed *via* USPS two days before the deadline. *The Florida Supreme Court* refused to address these issues, which I had raised in my *Motion for Reinstatement,* and in my *Motion to Clarification,* in its order denying both motions. Pro se, non-prisoner litigants' documents should be considered filed when mailed.

Florida's Supreme Court could have ruled that my *Notice to Invoke Discretionary Jurisdiction,* which was unopposed by the Respondents, was timely, by invoking Rule 9.040(C)(d) of *The Florida Rules of Appellate Procedure,* which states:

"Amendment – At any time, in the interests of justice, the court may permit any part of the proceeding to be amended so that it may be disposed of on the merits. In the absence of amendment, **the court my disregard any procedural error or defect** that does not adversely affect the substantial rights of the parties."

In *Rogers v. First. Natl. Bank at W. Park,* 232 So. 2d 377,378 (Fla. 1970), the Court overlooked a procedural error **by an attorney** so that the case could be heard on the merits. *See also: Foman v. Davis,* 371 U.S. 178 (1962). A *pro se* litigant should be given at least 60 days to file a *Notice of Discretionary Jurisdiction,* or similar document, with *The Supreme Court of Florida.*

CHRONOLOGY

(11) This chronology helps elucidate the issues. I am not arguing that the Florida courts orders are simply erroneous. I am arguing that they denied me due process because I am a *pro se* litigant. 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, and his smoke came into my apartment. Respondents Whitt and Pollack, told me there was nothing I could do about it, because smoking was allowed in the apartments at *Sun Lake*, and they would sue me if I moved out. I moved out anyway, before the lease expired. Respondents, Whitt, Pollack and Murrell, all *Greystar* employees, demanded I pay two months of rent as a penalty and hired *National Credit Systems* (NCS), a collection agency, and an attorney. I was barred from renting elsewhere. I then filed a small claims lawsuit on11/15/2017 (2017-SC-023823-0, *Langdon v. Sun Lake I)* against *Sun Lake, Greystar*, Murrell

and NCS, in the *Ninth Judicial Circuit,* Orlando, Orange County, Florida. A mediation was held on 1/30/2018. Prior to mediation, I settled with NCS. Respondents *Sun Lake, Greystar*, and Murrell were represented by attorney Barry Johnson. At the mediation meeting, Johnson and Respondent Pollack lied, stating that I owed two months of rent, alleging I had no right to move out before the lease expired. Two attorneys had told me that, **if** the lease didn't bar smoking, there was nothing I could do about it. There was nothing in the main body of the lease barring smoking. Also, Johnson falsely alleged that my lawsuit could only be heard in Seminole County, Florida. He also lied and said that I would be charged $1,000 to have the case moved there.

Therefore, I took a voluntary dismissal with prejudice in *Langdon v. Sun Lake I,* and signed a settlement agreement with Respondents, *Sun Lake, Greystar,* and Murrell on 1/30/2018. I learned afterwards that smoking was banned in the apartments at *Sun Lake*, and that I could have challenged a change of venue under the doctrine of *forum non conveiens.* Even if the venue had been changed to Seminole County, which was doubtful, the cost would have been about $100, not $1,000, as alleged by Johnson. Shortly after signing the settlement agreement in *Langdon v. Sun Lake,* NCS sent me a copy of the lease which *Greystar* had sent to them. Among the documents were two fraudulent addenda to the lease. One Addendum was the *No-Smoking Addendum.* I had never seen it before. It stated that

smoking was barred in all the apartments at *Sun Lake.* At the bottom of the *No-Smoking Addendum* was a forgery of my e-signature and the date 5/8/2015. Next to the forgery of my e-signature was the e-signature of Respondent Whitt and the date 5/8/2015. The lease was signed on 5/7/2015, and Whitt was not involved.

Also, I received a copy of the fraudulent *Lease Addendum-Damages.* It requires a renter to choose what happens when they leave early, *without cause. Choice 1* allows the landlord to charge two months of rent when a tenant moves out early, *without cause. Choice 2* requires the landlord to make a good faith effort to rent out the vacated apartment, and then sue to collect damages against the tenant. I selected *Choice 2* on the original *Lease Addendum-Damages,* which I signed on 5/7/205, and was also signed on 5/7/2015 by unserved defendant Camacho. Respondents Whitt and Pollack created the fraudulent *Lease Addendum Damages* to make it easier for them to pressure me to pay rent, which I didn't owe. Respondents Whitt and Pollack created two other fraudulent documents, ledgers that are based on the fraudulent *Lease Addendum Damages,* which they also sent to NCS, Johnson and another attorney. The fraudulent *Lease Addendum Damages* has a forgery of my e-signature on it, and the e-signature of Respondent Whitt on it.

The main body of the lease was signed by me and Respondent Pollack on 5/7/2015, on the last page of the lease. The last page of the copy of the lease that was sent to NCS had a forgery on my e-signature on it, and the date 5/8/2015. It

also had the e-signature of Respondent Whitt on it and the date of 5/8/2015. The three forged documents, and the two fraudulent ledgers were sent to NCS, and to attorney James Barron III, to collect an alleged debt which I didn't owe. They used identity theft to create the documents. They sent the documents by mail and/or electronically to NCS, *etc.* That's wire fraud. The same fraudulent documents were sent to attorney Barry Johnson. Johnson later committed perjury, and suborned perjury, regarding the fraudulent documents, described later, herein.

(12) After I received copies of the fraudulent documents, I filed a Motion to Void the Voluntary Dismissal in *Langdon v. Sun Lake I* on 2/22/2018, 23 days after I signed it. The presiding judge refused to rule on any motions, because he lacked jurisdiction to do so. *See: Randle-Eastern Ambulance Service v. Vasta,* 360 So. 2d 68, 69 (Fla. 1978). There is an exception, if a court retains jurisdiction to enforce a settlement agreement. *See: Paulucci v. General Dynamics,* 842 So. 2d 797 (Fla. 2003); *Chase Manhattan Mortgage Corp. v. Santoro,* 910 So. 2d 914, 915 (Fla. 4th DCA 2005). In *Langdon v. Sun Lake I,* the court wasn't involved in the settlement in anyway, and didn't retain jurisdiction to enforce it.

Therefore, I filed an independent lawsuit, *Langdon v. Sun Lake, Greystar, & Murrell, a.k.a. Langdon v. Sun Lake II,* case no. 2019-CA-000926-0, in Orange County, Florida, on 1/24/2019. Johnson filed a motion to dismiss on 3/14/2019. The *First Motion to Dismiss* was a fraud on the court. The motion contained a fraud-

ulent certificate of service which falsely alleged that the motion had been served on me. That allegation appears in the *Amended Lawsuit* (3/1/2022) and Johnson has never denied it. He asked the court to take it as true in his subsequent fourth motion to dismiss. I filed a Motion for Default Entry and Default Judgement against Respondent Murrell. Neither Defendant Murrell, nor her attorney, Johnson responded to the motion, but the motion was denied, without a hearing.

DENIAL OF MY RIGHT TO A JURY TRIAL

(13) All four versions of this lawsuit, *Langdon v. Sun Lake II,* asked for a jury trial. This lawsuit asks to rescind the purported settlement agreement in *Langdon v. Sun Lake I,* because it was induced by fraud. However, IF the settlement had been valid, it was rescindable because: there was no accord and satisfaction and there was no adequate compensation. Both issues are to be determined by a jury, not a judge, under Florida law, but I was denied a jury trial. I complained numerous times, including in my Motion for Relief Under Rule 1.540 (5/2/2023). The motion was denied 2 days later without a hearing, nor a response by the Respondents.

> "The jury must make the final determination of accord and satisfaction. *Redding v. Powell*, 452 So. 2d 132, 134 (Fla. 2d DCA 1984)

The mere assertion of a lack of accord and satisfaction is enough to defeat a motion to dismiss. *See: Howdeshell v. First Natl. Bank of Clearwater,* 369 So. 2d 432, 434 (Fal. 2d DCA 1979).

"Sufficiency of consideration is a question for the jury." *Mira Group v. Duran*, 748 So. 2d 339, 340 (Fla. 3d DCA 1999)

In a hearing after the *Fourth Motion to Dismiss* was granted, I asked Judge Falcone, why I wasn't allowed a jury trial on the issue of accord and satisfaction, and adequate compensation. He responded: "I've made my ruling." Because I was denied a jury trial, the alleged judgment is void. *See: Bass v. Hoagland,* 172 F. 2d 205,210 (5th Cir. 1949), cert. den., 338 U.S. 816 (1949). Furthermore, I alleged that the settlement agreement was unconscionable. In his order granting the *Fourth Motion to Dismiss* (8/17/2022), Judge Falcone ruled that the settlement agreement was not unconscionable. However, I was denied the mandatory evidentiary hearing on the issue, first. *See: Food Associates v. Capital Associates,* 491 So. 2d 345,346 (Fla. 4th DCA 1986). Also, the entire defense was based on the purported settlement agreement in in *Langdon v. Sun Lake I.* However, Respondent Murrell, a defendant in *Langdon v. Sun Lake I,* never signed the purported settlement that was reached at the court ordered mediation, therefore, there was no valid settlement, according to the *Florida Rules of Civil Procedure,* Rule 1.730.

(14) Attorney Johnson filed the *First Motion to Dismiss* on 3/14/2019. At the hearing on the motion, Judge Calderon asked me to tell him what my case was about. I asked him if he had read my complaint, twice. He responded, twice, that he hadn't read it. I asked for a continuance, which was denied, and he ordered me to answer. I also told him that I had filed a motion to void the voluntary dismissal in *Langdon v. Sun Lake I,* about three weeks after I took it. The presiding judge in

Langdon v. Sun Lake I ruled that he lacked jurisdiction to rule on the motion. Therefore, I filed this lawsuit to void the settlement. Judge Calderon ruled that I should have appealed Judge Dubois' ruling, ended the hearing abruptly, and asked the Respondents' attorney, Johnson, to write the order of dismissal. The order of dismissal (5/29/2019), written by Johnson, granting the first motion to dismiss, is fraudulent. I made that accusation numerous times, including in the *Amended Lawsuit* (3/1/ 2022), and the incorporated material. In the fourth motion to dismiss (3/23/2022), Johnson asked the court to take that allegation as true. Almost all the supposed findings of fact, and supposed reasons given for the dismissal, in the order, are false. They don't align with what Judge Calderon stated at the hearing on the first motion to dismiss. Johnson has never denied the foregoing accusations.

PERJURY BY JOHNSON, MURRELL & POLLOCK,

(15) Respondents Murrell and Pollock, in their *Defendants' Verified Motion to Dismiss Amended Complaint With Prejudice,* hereafter *Second Motion to Dismiss* (Addendum), p. 5, para. 12, committed perjury, suborned by Johnson, when he had them, under the penalty of perjury, falsely state:

"Langdon failed to reopen the matter in the County Court. Langdon failed to file any Motion under Fla. R. Civ. 1.540 in the time allowed."

The is a one-year statute of limitations to file a motion to void a judgment in Rule 1.540, and no limitations in the rule for an independent action to void a judgment. The *Voluntary Dismissal,* and the purported settlement agreement, in

Langdon v. Sun Lake I, were signed on 1/30/2018. When I discovered the fraudulent documents described above, I filed a motion to void the voluntary dismissal on 2/22/2018, 23 days after the voluntary dismissal was signed. The court correctly ruled that it lacked jurisdiction to rule on the motion. *Randle-Eastern v. Vasta, supra.* Therefore, I filed this action on 1/24/2019, less than one year later.

Rule 1.540 of the Fla. R. Civ. P., does not apply to the present case, because it only applies to the process for seeking relief from *Judgments, Order and Decrees.* There was no judgment, order, or decree in *Langdon v. Sun Lake I.*

> "We conclude that the trial court lacked jurisdiction following the initial dismissal... Any purported agreement was not approved or incorporated in the dismissal order, and there is no reservation language in the record supporting retention of jurisdiction. Therefore, if Loy has any cause of action against Chase, it can only be resolved by an independent action, as the court lacks continuing jurisdiction over this case. ***See, e.g. Paulucci v. General Dynamics....*** We also note that this is not a proceeding pursuant to Rule 1.540, Florida Rules of Civil Procedure." Chase Manhattan Bank v. Santoro, 910 So. 2d 914, 915 (Fla. 4th DCA 2005).

Furthermore, **if** Rule 1.540 were applicable, the present lawsuit, *Langdon v. Sun Lake II,* which seeks to rescind the settlement agreement in *Langdon v. Sun Lake I,* was filed less than one year after I filed the *Voluntary Dismissal* in *Langdon v. Sun Lake I.* The statute of limitations for rescinding a settlement agreement in Florida, or any contract, is 4 years, not one year (Fla. Statute 95.11(3)(k). Also, Johnson had Respondents Murrell and Pollock falsely state in the *Second Motion to Dismiss,* five times, under the penalty of perjury, that my present lawsuit, *Langdon v. Sun Lake II,* was barred because of *res judicata.* They, in essence, per-

juriously asserted that the settlement agreement, and the voluntary dismissal, in *Langdon v. Sun Lake I*, are judgments. Judicata means judgment.

In the *Third Motion to Dismiss* (10/23/19), Johnson suborned the same essential perjury described above. On p. 7, paras. 32-34 therein, Respondents Murrell and Pollack, fraudulently state, under the penalty of perjury, that:

> "Count 4- Rescission of Settlement Agreement 32) Under Fla. R. Civ. P. 1.540 as confirmed by this Court's May 29th Order, a party has not more than one (1) year to file a Motion for Relief From Judgment. Langdon filed his Voluntary Dismissal in January of 2018.... 34) As stated above, Langdon is time barred based upon Fla. R. Civ. P. 1.540 and the principle of res judicata."

Also, in the *Third Motion to Dismiss,* Johnson had Murrell and Pollock commit perjury, by alleging eight times each, under the penalty of perjury, that my lawsuit was barred by *res judicata.* Johnson's fourth motion to dismiss (3/23/2022), signed under the penalty of perjury by Murrell, p. 4, para. 7, perjuriously states:

> "Langdon's suit should be dismissed for failure to state a cause of action under Fla. R. Civ. P. 1.140, **failure to comply with Rule 1.540 (b),** and the principles of Res Judicata."

My present action was filed within one year of the voluntary dismissal. Murrell repeats her perjury on p. 5., para. 23, of the *Fourth Motion to Dismiss.*

> "III. Argument – Langdon's suit should be dismissed for ... failure to Comply with Fla. R. Civ. P. 1.540(b), and the principles of Res Judicata and accord and satisfaction.... 23) Plaintiff has failed to present a prima facie case and failed to comply with the requirements of Fla. R. Civ. P. 1.540(b)."

On page 6, para. 30, of the *Fourth Motion to Dismiss*, Murrell perjuriously

invokes Rule 1.540 as a bar again:

> "Under Fla. R. Civ. P. 1.540, the Court can entertain an independent action to relieve a party from a **judgment** for fraud upon the court."

On page 8, paras. 37-38, *Fourth Motion to Dismiss*, the perjury is repeated:

> "Count 3-Recission (sic) of the Settlement Agreement - 37) .... under Fla. R. Civ. P. 1.540 a party must show that fraud on the Court has taken Place for an independent action to be at issue. 38) The evidence suggested By Langdon fails to meet the burden of being significant enough..."

(16) I was allowed to strike the second version of my lawsuit, and I then filed the third version. Johnson filed the *Third Motion to Dismiss on* 10/23/19. I informed Judge Falcone, who had had replaced Judge Calderon, of the pertinent law which holds that a contract, *i.e.* a settlement agreement, can't bar an action for rescission because of fraud, unless the contract states that it is uncontestable for fraud.

> "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 [i.e. a settlement agreement] unless the contract specifically states that 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)

See also: Global Quest v. Horizon Yachts, 849 F. 3d 1022, 1030 (11th Cir. 2017).

Judge Falcone appeared to agree. His *Order on Defendants Verified Motion to Dismiss Third Amended Complaint with Prejudice*, p. 3, para. 4, states:

> "Because the Settlement Agreement does not specifically disavow fraud or 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). As the res judicata and accord and satisfaction arguments advanced by the Defendants in the Motion do not justify dismissal of the rescission claim in Count 4, the Court denies the Motion to the extent that it seeks dismissal on those bases."

That statement holds that the purported defenses of *res judicata* and accord and satisfaction do not appear on the face of the complaint, with regards to my arguments to rescind the purported settlement agreement in *Langdon v. Sun Lake I.* Therefore, the *Third Motion to Dismiss* should have been denied. Instead, Judge Falcone contradicted himself, and gave Johnson another chance to get rid of me, in his order, pages 4-5, para 6:

> "As it stands, a claim for rescission may proceed based on contractual principles with respect to the release in the Settlement Agreement. Because Plaintiff will be free of the release with respect to Counts 1 through 3 only if the rescission claim prevails, however, Counts 1-3 are premature at this time. The Court finds that the appropriate course is for Court to abate Counts 1 through 3 until the rescission claim is resolved. Note 2. This procedure is similar to what occurs in insurance bad faith litigation, where courts have discretion abate bad faith claims as premature until litigation over coverage concludes. *See, e.g, State Farm Mut. Auto Ins. Co. v. Tranchese,* 49 So. 3d 809, 810 (Fla. 4th DCA 2010)."

This not an insurance case. *State Farm v. Tranchese* has been cited about 30 times in Florida rulings, but only in insurance cases, until now. However, I was allowed to file the final version of my lawsuit, the *Amended Lawsuit* (3/1/2022).

JOHNSON BECOMES A WITNESS, COMMITTS PERJURY, & SUBORNS MORE PERJURY BY RESPONDENT MURRELL

(17) One week after he filed the *Fourth Motion to Dismiss* (3/23/2022), Johnson filed the perjurious *Motion to Enjoin* (4/1/2022). It was signed by Murrell under the penalty of perjury. It was signed by attorney Johnson twice as attorney for the Respondents, and a second time as a witness, under the penalty of perjury. Florida's

Rules of Professional Conduct, and case law, bar an attorney from being a witness and counsel in the same case, and to resign as counsel and stay a witness.

The *Motion to Enjoin* asked the court to force me to take down my website, Greystarcrooks.com, and bar me from making any more disparaging remarks about Johnson, a proposed violation of my First Amendment rights. Johnson attached copies of the content of my website to his motion. The website has been up since 2019. It accuses Respondent Whitt of creating the fraudulent documents and forging my e-signature to them, and it accuses Johnson of suborning the perjury of Respondents Murrell and Pollack in this case. *See also:* BarryJohnsoncrook.com. In the Amended Lawsuit (3/1/2022), p.12, at the top, it states:

> "It is my understanding from all of the evidence that the fraudulent addendums were created on May 8th, 2015, and defendant Whitt forged my e-signature to them."

I also made the accusation in the material incorporated into the lawsuit. The subsequent *Fourth Motion to Dismiss* (3/23/2022), signed and verified by Respondent Murrell, under the penalty of perjury, asked that the allegations in my *Amended Lawsuit* (3/1/2022) be taken as true. One week later, they filed the *Motion to Enjoin* (4/1/2022). On p 1, para 3, they perjuriously stated:

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

Johsons and Murrell committed perjury three times each in the above statement. The defendants did: steal money (defraud me of money); concoct forged documents; and commit perjury, suborned by Johnson, during this litigation. The *Motion to Enjoin* was signed by Johnson and Murrell, under the penalty of perjury, but not by Respondent Whitt, nor Respondent Pollack, the people who created the fraudulent documents. A verified statement, or an affidavit, is supposed to be based on the personal knowledge of the signer. I didn't allege that Johnson or Murrell had created the forged documents.

On 7/7/2022, the Respondents filed their *Verified Motion to Strike Notices of Misconduct 1-20* via Rule 1.150 of the Fla. R. Civ. P., alleging the "notices" were shams. Under the Rule it is mandatory for the court to order a hearing, but none was ordered. The motion contains the same perjury by Murrell, suborned by Johnson, that is in the *Motion to Enjoin.* Because Johnson didn't schedule a hearing for his motion, he abandoned it, and the accusations in *The Misconduct of Attorney Barry Johnson, Parts I-XX,* should be taken as true. I subsequently filed eight more documents in the series, for a total of 28, without any objection. Therefore, the accusations therein should be deemed admitted. *Baxter v. Palmigiano, supra.*

THE GRANTING OF THE FOURTH MOTION TO DISMISS BY PERJURY SUBORNED BY ATTORNEY JOHNSON

(18) In the Respondents' *Fourth Motion to Dismiss* (3/23//2022), Respondent Murrell perjuriously stated on pp. 9-10, para 43-45, that:

> "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 the parties understood at all times that they were in in hostile relations to each other.") ... 44) A party cannot recover for fraudulent oral representations which are covered in 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 rests upon statements made in Mediation which are both confidential and non-discoverable and are barred from claims by the holding in Moriber."** Fraudulent, Perjurious Statement A

Statement A refers to my claim that the settlement in *Langdon v. Sun Lake I* is rescindable because it was induced by fraud. It is perjurious because statements made in Mediation are not always confidential Fla. Statute 44.405 states:

> "... (4)(a) there is no confidentiality or privilege attached to a signed written agreement reached during mediation (2) that is willfully used to commit a crime, conceal ongoing criminal activity [or] (5) Offered for the limited purpose of establishing or refuting legally recognized grounds for voiding... a settlement agreement."

This action sought to void (rescind) the settlement agreement in *Langdon v. Sun Lake I,* therefore, there was no confidentiality to the statements made by Johnson and Respondent Pollack at the mediation. Also, the settlement agreement was used to cover up criminal activity: the fraud used to obtain rent and a security deposit from me, and keep same; and the creation of the fraudulent documents and their transmission to NCS, and attorneys, to collect a debt I didn't owe, and to ruin my credit. Furthermore, *Statement A, supra,* intentionally misstates the controlling

case law. The ruling in *Moriber* is based on *Columbus Hotel Corp v. Hotel Management Co.,* 156 So. 893 (Fla. 1934). The plaintiffs in *Columbus Hotel* were sophisticated investors, headed by George E. Roosevelt, the head of the investment banking firm, *Roosevelt & Son,* and represented by counsel, involved in a commercial transaction. They were warned by the defendant's counsel, in court, that the defendant's statements could not be relied on.

> "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 369, 373-374 (Fla. 3d DCA 2016)

The U.S. Court of Appeal for the Eleventh Circuit has limited application of the *Columbus Hotel Rule* to situations involving: sophisticated litigants; commercial transactions; and parties represented by counsel.

> "Applying the Columbus Hotel rule to settlement agreements, a line of binding Eleventh Circuit cases hold that ... **a person represented by counsel,** cannot justifiably rely on a statement made by an adverse party who that person accused of fraud or dishonesty. *See, e.g., Pettinnelli v. Danzig,* 722 F. 2d 706, 710 (11th Cir. 1984) ... *Greenleaf Nursery v. E.I. Dupont de Nemours,* & Co. 341 F. 3d 1292, 1305 (11th Cir. 2003).... *Mergens v. Dreyfoos,* 166 F. 3d 114, 118 (11th Cir. 1999)... *Affiliati Networks v. Wanamaker,* 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)

In *Langdon v. Sun Lake I,* I was not: a sophisticated real estate investor; represented by counsel; involved in a commercial transaction. I was not warned that I could not rely on the statements of Johnson and Pollack at the mediation.

Statement A above is also perjurious because my allegation that the settlement agreement was procured through fraud did not solely rely on oral statements made at the mediation by litigation adversaries. Johnson and Pollack made fraudulent oral statements at the mediation in *Langdon v. Sun Lake I* to induce me to sign the settlement. However, neither Johnson, nor Pollack were adversaries in *Langdon v. Sun Lake I.* Furthermore, an attorney is not allowed to make false statements, on behalf of his clients, to get an opposing party to surrender a claim. *Schlapper v. Maurer*, 687 So. 2d 1982 (Fla, 5th DCA 1997), citing the *Florida Rules of Professional Conduct.*

My claim of fraud in the inducement of the settlement also relies on fraudulent oral statements by Whitt, Murrell, and Pollack, when they told me that smoking was allowed in the apartments at *Sun Lake*, before I filed *Langdon v. Sun Lake I.* They also fraudulently told me that I would owe two months of rent if I moved out early. Whitt and/or Pollack sent me a fraudulent **written** statement, an email, in September of 2015, stating that I would owe two months of rent if I moved out early. Murrell sent me an e-mail in early 2017 stating that "Sun Lake is not a smoke free community." That was a deceptive statement issued to deceive me into believing that I owed two months of rent for moving out early. Murrell was concealing the fact that, while *Sun Lake* was not a smoke free community, smoking was banned inside all the apartments there. It was also banned outside, except in certain designated areas marked by signage. Also, the court in *Columbus Hotel*

made it clear that the false statements it was referring to didn't include false statements or omissions made before the initial litigation began. The aforementioned false statements were made prior to my filing *Langdon v. Sun Lake I.* Also, Whitt and Pollack were not litigation adversaries in *Langdon v. Sun Lake I.*

On 8/17/2022, circuit Judge Falcone issued his *Order Granting Defendants' Motion to Dismiss Fourth Amended Complaint.* On p. 4, para. 7, therein, he stated:

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

In the order, Judge Falcone ignored the citations in *Affiliati* and *Moriber,* holding that **the *Columbus Hotel Rule* only applies to plaintiffs represented by counsel.** Judge Falcone also ignored my claims that the settlement agreement, if it had been valid, was barred for a lack of accord and satisfaction and inadequate consideration, questions for a jury. Judge Falcone also ignored the controlling case law, which bars fraud in residential real estate transactions. *See: Johnson v. Davis,* 480 So. 2d 625 (Fla. 1985); *Besett v. Basnett,* 389 So. 2d 995 (Fla. 1980); *Henson v. James M. Barker Co.,* 555 So. 2d 901 (Fla. 1st DCA 1990). Fla. Stat. 83.44 states:

"Every rental agreement or duty within requires an obligation of good faith in its performance."

> "The doctrine of caveat emptor has been abolished for residential real estate transactions in Florida. *Johnson v.* Davis, 402 So. 2d 625 (Fla. 1985); *Mansur v. Eubanks,* 402 So. 2d 1328 (Fla. 1981)." *Clark v. Ashland,* case no. 2:13-cv-749-Ftm-29MRM (M.D. Fla., February 3rd, 2017)

In his pleadings, Johnson relied exclusively on case law which applied the doctrine of *caveat emptor.* On appeal, Johnson argued that this matter was a case of *caveat emptor.* Johnson is a highly experienced real estate attorney, and he has always known that *caveat emptor* doesn't apply to a lease of residential property. Judge Falcone knows that, but he wanted to be rid of me, therefore he applied the *Columbus Hotel Rule,* instead of: *Johnson v. Davis; Besett v. Basnett; Oceanic Villas v. Godson;* and F.S. 83.44.

MORE PERJURY & OTHER MISCONDUCT

Johnson supported his fraudulent defense of *res judicata* by having Respondents Murrell and Pollack perjuriously assert, numerous times, that *Langdon v. Sun Lake I,* 2017-SC023823-0, Orange County, Fla., is exactly the same as this case, *Langdon v. Sun Lake II,* case no. 2019-CA-000926-0, Orange County Fla. The two cases are very different. *Langdon v. Sun Lake I* asserts that smoking was allowed in all the apartments at *Sun Lake,* and argues that I should have been told that before I moved in. That's what the Respondents told me, after I moved in and complained about the smoking. *Langdon v. Sun Lake II* correctly alleges that smoking was banned in the apartments at Sun Lake, which the Respondents, and attorney Johnson concealed from me. After I signed the settlement in *Langdon v. Sun Lake I,* I discovered the true smoking policy at Sun Lake through the documents sent to me by NCS. Time and space don't allow me to delineate other perjury.

THE RESPONDENTS' MOTIONS TO DISMISS ARE ANSWERS

The second and third motions to dismiss were verified, signed under the penalty of perjury by Respondents Murrell and Pollack, and the fourth motion to dismiss was "verified" by Murrell alone. They are answers, not motions to dismiss.

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

Johnson's four motions to dismiss asked the court to take my allegations as true, outright, not in the hypothetical *if-then*, nor in the alternative. However, the motions to dismiss also deny some of my most substantive allegations.

> "Langdon has no claim for any fraud." *First Motion to Dismiss*, p. 4, para 15

> "... no cause of action exists as no claim for fraud exists." *Second Motion to Dismiss*, p. 5, para. 2

The 2nd, 3d, and 4th motions to dismiss, perjuriously deny my allegations that the Respondents did not comply with the *Florida Landlord Tenant Law* in how they handled my security deposit. Also, the *Motion to Enjoin* (4/1/2003), which was verified as true, under the penalty of perjury by Johnson and Murrell, denies the most essential allegations in my *Amended Lawsuit* (3/1/2022). Likewise, the *Motion to Strike* (7/7/2022) also denies the essential allegations in the *Amended Lawsuit,* i.e. that: the defendants didn't create the forged documents; didn't commit perjury suborned by Johnson; and didn't steal (defraud, convert) money from me. The Respondents, in essence, filed six answers containing their testimony, but

I was not allowed to depose them, nor question them in an evidentiary hearing.

REASONS FOR GRANTING THIS PETITION

I respectfully request that the Supreme Court grant *certiorari* because there are serious Constitutional questions regarding the treatment of *pro se*, non- prisoner, litigants in Florida. In *The Federalist Papers,* one of the authors stated that he knew that affluent people would have more influence in the legislature, than others less fortunate. However, he also stated that all people should have equal protection under the law, regardless of their financial worth. Equal protection under the law should be more than a slogan.

I have tried to comply as best I can with the all the rules of the courts. I suffer from serious health problems, including crippling headaches from a mugging. I am considering applying for disability, but I prefer to work. The headaches, along with the fact that I suffer from severe hypoglycemia, make it very difficult for me concentrate, most of the time. The defendants supplied fraudulent forged documents to destroy my credit and effectively barred me from renting elsewhere, which made it difficult for me to find full time work, and to prosecute this case. There is no reason why *pro se* prisoner litigants should have better access to the courts than non-prisoner, *pro se* litigants. The Court can make the application of the *Haines Rule* mandatory in all courts, state and federal, and have it applied in a uniform manner.

Former President Richard Nixon was disbarred by the highest court in *The*

State of New York. President Clinton was barred from practicing law before the U.S. Supreme Court. Yet, Mr. Johnson is allowed to practice law in all the courts in Florida, state and federal. The Court should rectify these inequities.

> "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 meaningful manner. The trial court could have fully accorded this right to petitioner by only granting his motion to set aside the decree and consider the case anew." *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965)

CONCLUSION

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

I solemnly swear, under the penalty of perjury, that everything contained 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, on the basis of satisfactory evidence, to be the person who appeared before me.

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

Notary Public