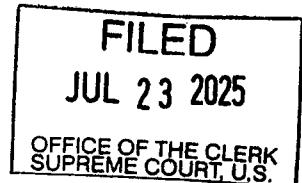


ORIGINAL

No. 25-5447



IN THE
Supreme Court of the United States

LA'SHAUN CLARK

Petitioner,

v.

JEFFERSON CAPITAL SYSTEMS LLC.

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE GEORGIA COURT OF APPEALS

PETITION FOR WRIT OF CERTIORARI

PRO SE, PETITIONER

LA'SHAUN CLARK

6313 EAST SHORE CIRCLE

DOUGLASVILLE, GA 30135

(678) 654-9565

ZAVION00@MSN.COM

QUESTIONS PRESENTED

The Federal Arbitration Act FAA 9 U.S.C. §§ 1-16 is a substantive rule applicable in state as well as in federal Courts. The FAA withdrew the power of the states to require a judicial forum for the resolution of claims in contracts containing interstate commerce that include binding Federal Arbitration Southland Corp. v. Keating, 465 U.S. 1 (1984)

The Georgia Court of Appeals vehemently rejected the binding federal arbitration agreement in a loan contract that contains a binding Federal arbitration clause. The Georgia Court Of Appeals ruled that the respondent Jefferson Capital Systems LLC. “ a debt buyer “ who allegedly purchased a debt from a “ Lender “ One Main Financial LLC., was not subject to the binding federal arbitration agreement in a loan contract that was between the petitioner La’ Shaun Clark and “ Lender “ One Main Financial.

The questions presented:

- (1)** Whether debt buyers are defined as Lenders ?

- (2)** Whether State Courts are in violation of the equal protection and the due process clause under the XIV Amendment of the U.S. Constitution when State Courts have discriminatory intent to refuse to allow a litigant to be heard on the merits of the FAA due to the states direct financial pecuniary interest in receiving filing fees from debt buyer/debt Collection lawsuits refusing to hear and decide a motion to dismiss and compel Arbitration for contracts that are subject to the FAA ?

PARTIES TO THE PROCEEDINGS

Petitioner- La'Shaun Clark- Petitioner in The Supreme Court Of Georgia, Appellant in the Georgia Court Of Appeals, Appellant in the Douglas County Georgia Superior Court and defendant in the Douglas County Georgia Magistrate Court.

Respondent- Jefferson Capital Systems LLC, -
Respondent In the Supreme Court Of Georgia,
Appellee in the Georgia Court Of Appeals,
respondent in the Douglas County
Georgia Superior Court and Plaintiff in the
Douglas County Georgia Magistrate Court.
**Lender “ One Main Financial LLC.” was
never a party to the proceeding.**

TABLE OF CONTENTS

QUESTIONS PRESENTED	i
PARTIES TO THE PROCEEDINGS.....	ii
TABLE OF AUTHORITIES.....	v
PETITION FOR WRIT OF CERTIORARI.....	1
OPINIONS BELOW	1
JURISDICTION.....	1
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED.....	2
INTRODUCTION.....	3
STATEMENT OF THE CASE.....	4
REASONS FOR GRANTING THE WRIT.....	10
I. The Lower Judicatory State Appellate Court decision conflicts with this Court's well known precedents that mandate the FAA in contracts that contain binding Federal Arbitration.....	12
II. To determine a question of first impression as to whether States are in violation of Equal protection and the due process clause of the XIV Amend. Of The U.S. Const. for refusing to hear a case on the merits of the FAA failing to decide a motion to Dismiss and compel Arbitration.....	14

III. This case is of nationwide importance in the efforts to ameliorate the discriminatory intent and irreparable harm that State Courts impose on the public when states allow debt buyers to be on equal footing as a Lender permitting the filing of invalid debt collection Lawsuits for contracts that contain binding Federal arbitration agreements that disproportionately affect disabled and low-income individuals causing undue stress and financial hardship.....	16
CONCLUSION	20
APPENDIX A – FAA/ Loan Contract Agreement of Petitioner La'Shaun Clark and Lender “One Main Financial LLC. “	1a
APPENDIX B- May 13, 2025 State of Georgia Supreme Court Decision Denial of writ of Certiorari Case No. S25C0668	7a
APPENDIX C- January 28, 2025 State of Georgia Court Of Appeals Decision Case No. A24A1225 affirming the decision Of the State of Georgia Douglas County Georgia Superior Court Case No. 23CV01236 that affirmed judgement of the State of Georgia Douglas County Magistrate Court Case No. 23MV03486.....	8 a
APPENDIX D- December 28, 2023 State Of Georgia Douglas County Superior Court decision Case No. 23CV01236 affirming the invalid Judgment of the Douglas County Georgia Magistrate Court with no findings or decision as to the FAA Case No. 23MV03486...23 a	
APPENDIX E- August 9, 2023 Petitioners Petition for review that raised the binding FAA in the Contract (Douglas County Georgia Superior Court Case No. 23CV01236).....	26 a
APPENDIX F- June 12, 2023 Motion To Dismiss And Compel Private Arbitration in the Douglas County Georgia Magistrate Court that was never heard and never decided and respondent May 9, 2023 Statement of Claim Case No. 23MV03486.....	31 a

TABLE OF AUTHORITIES

CASES

<i>AT&T Mobility LLC v. Concepcion</i> , 563 U.S. 333 (2011).....	3, 19
<i>Clark v. Jefferson Capital Systems, LLC</i> 911 S.E.2d 713 (2025).....	1, 20
<i>CompuCredit Corp. v. Greenwood</i> , 132 S. Ct. 665, 669 (2012).....	18
<i>Dean Witter Reynolds Inc. v. Byrd</i> , 470 U.S. 213, 217 (1985)	14, 19
<i>Gilmer v. Interstate/Johnson Lane Corp.</i> , 500 U. S. 20, 25 (1991)	19
<i>Kindred Nursing Centers Ltd. Partnership v. Clark</i> , 137 S. Ct. 1421 (2017).....	3, 12, 13, 15
<i>KPMG LLP v. Cocchi</i> , 565 U. S. (2011)	14
<i>Marmet Health Care Center, Inc. v. Brown</i> , 565 U.S. 530 (2012)	3, 13
<i>Mitsubishi v. Soler Chrysler-Plymouth</i> , 473 U.S. 614 (1985)	14, 19
<i>Moses H. Cone Memorial Hospital v. Mercury Constr. Corp.</i> , 460 U. S. 1, 24 (1983)	19
<i>Shearson/American Express Inc. v. McMahon</i> , 482 U. S. 220, 226 (1987)	19
<i>Southland Corp. v. Keating</i> , 465 U.S. 1 (1984) ...i ,3,12	
<i>United States v. Paradise</i> 480 U.S. 149 (1987).....	15

CONSTITUTIONAL PROVISIONS AND STATUTES

Article VI- U.S. Constitution Clause 2.....	Passim
XIV Amend. U.S. Constitution -Section 1 Due Process and Equal Protection.....	Passim
FAA 9 U.S.C. §§ 1-16 Derivation Act Feb. 12, 1925, ch. 213, §1, 43 Stat. 883. §2.....	Passim
28 U.S.C. § 1257(a).....	1

OTHER AUTHORITIES

USSC Rule 13. 1	1
-----------------------	---

PETITION FOR WRIT OF CERTIORARI

Petitioner La'Shaun Clark petitions for a writ of Certiorari to review the judgement of the Supreme Court of Georgia denial of writ of Certiorari entered on May 13, 2025 regarding the Georgia Court Of Appeals judgement entered on January 28, 2025.

OPINIONS BELOW

The decision of the Supreme Court of Georgia Case No. S25C0668 that denied petition for writ of Certiorari for Georgia Court Of Appeals Judgement Case No. A24A1225 is unreported. The Georgia Court Of Appeals decision Case No. A24A1225 is reported as *Clark v. Jefferson Capital Systems, LLC* 911 S.E.2d 713 (2025). The decision and judgment entered on December 28, 2023 in the Douglas County Georgia Superior Court Case No. 23CV01236 is unreported, the judgement of the Douglas County Georgia Magistrate Court Case No. 23MV03486 entered on August 8, 2023 is unreported and the motion to dismiss And Compel Private Arbitration filed on June 12, 2023 in the Douglas County Georgia Magistrate Court is unreported and was never decided by the Douglas County Georgia Magistrate Court nor Superior Court.

JURISDICTION

The decision of the Supreme Court Of Georgia Case No. S25C0668 was entered on May 13, 2025 denying writ of Certiorari as to the Georgia Court of Appeals judgement Case No. A24A1225 that was entered On January 28, 2025. This Court has jurisdiction pursuant to 28 U.S.C. § 1257(a). This petition for writ of Certiorari is timely pursuant to USSC Rule 13. 1

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Article VI- U.S. Constitution Clause 2-Supremacy Clause states “This Constitution, and the Laws of the United States which shall-be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land: and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.” Amendment XIV- Section 1 Due Process and Equal Protection: No State shall make or enforce any law which shall abridge the privileges or immunities of 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. The Federal Arbitration Act FAA 9 U.S.C. §§ 1-16 Derivation Act Feb. 12, 1925, ch. 213, §1, 43 Stat. 883. §2. Validity, irrevocability, and enforcement of agreement to arbitrate: A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.(July 30, 1947, ch. 392, 61 Stat. 670.)

INTRODUCTION

This case is important to implement a solution to the widespread usurpation of the FAA as to State Courts brazen, deliberate disregard for Article VI- U.S. Constitution Clause 2 Supremacy Clause states "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land: and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

This Court has repeatedly ruled time and time again that the FAA is to be heeded Southland Corp. v. Keating, 465 U.S. 1 (1984), AT&T Mobility LLC v. Concepcion, 563 U.S. 333 (2011), Kindred Nursing Centers Ltd. Partnership v. Clark, 137 S. Ct. 1421 (2017), Marmet Health Care Center, Inc. v. Brown, 565 U.S. 530 (2012) and many more cases that have precedence that state Court's are bound by yet State Courts persistently ignore binding FAA agreements in contracts involving interstate commerce and moreover as it relates to state courts complicity with allowing debt buyer's and or debt collectors to file unlawful invalid lawsuits in State Courts for contracts that have binding FAA agreements in which state courts have no authority or discretion to allow a judicial forum in any case that is subject to binding arbitration especially for contracts that explicitly states that the federal arbitration act governs the contract and that state arbitration laws and procedures shall Not apply.

This case involves the Georgia Court of Appeals interpreting a contract that contains a binding FAA Agreement equating a debt buyer on equal footing As a Lender. As the contract Appendix A specifically States in section of the contract FOR MATTERS NOT COVERED: That **myself or Lender** can exercise self help remedies in a state court and that an Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims_and that neither I nor lender shall be deemed to have waived any Arbitration rights of exercising any self help judicial remedy.

STATEMENT OF THE CASE

Petitioner La'Shaun Clark is a disabled IFP Pro Se litigant who was sued on May 9, 2023 in a state court the Douglas County Georgia Magistrate Court by respondent Jefferson Capital Systems LLC. a debt buyer who allegedly claims that they're an assignee and purchased a debt that was already settled from a "Lender" One Main Financial LLC. without any proof of a (forward flow) purchase agreement. On June 12, 2023 in the magistrate court petitioner filed a motion to dismiss and compel private arbitration, however the magistrate court refused to hear and never decided the motion. Respondent on August 8, 2023 obtained an invalid illegal judgment that should have been arbitrated in the amount of \$5,704.34 with post judgment interest accruing.

On August 9, 2023 Petitioner La'Shaun Clark appealed the August 8, 2023 Judgment of the Douglas County GA Magistrate Court to the Douglas County GA Superior Court. The Douglas County GA Superior Court scheduled a final hearing for November 8, 2023 held via WebEx in which the respondent attorney Daniel Greene failed to stay and appear for when the case was called. The Douglas County GA Superior Court did not allow the petitioner to be heard on the merits of the case as to the Federal Arbitration agreement and simply denied the motion petitioner had filed for default judgment due to respondent's failure to file a responsive pleading.

The Douglas County GA Superior court after Petitioners Motion for default judgment on November 8, 2023 stated "the merits of the case would be discussed some other time and failed to discuss or even allow me to speak as to my motion to dismiss and compel private arbitration that I had filed on June 12, 2023 in the Douglas County GA Magistrate Court that was never decided and that I was appealing. The Douglas County GA Superior Court never scheduled any further hearings and never allowed me to be heard on the merits of the case as to the federal arbitration agreement nor any other arguments or aspects of the case, however allowed

all other cases on the 11/8/2023 Court calendar to be heard on the merits except for petitioner's case. **Appendix D** of the December 28, 2023 judgment of Judge William H. McClain former Douglas County GA Superior Court Judge decision has absolutely no findings or decisions as to the FAA in the Contract raised by petitioner in petition for review **Appendix E** filed Aug. 9, 2023 in the Douglas County GA Superior Court.

Petitioner La'Shaun Clark Appealed to the Georgia Court of Appeals case # A24A1225 who on January 28, 2025, affirmed the December 28, 2023 judgement of the Douglas County GA Superior Court case # 23CV01236 that affirmed the illegal invalid August 8, 2023 Judgement of the Douglas County GA Magistrate Court case # 23MV03486 in the Amount of \$5,704.34 with post judgment interest Accruing and failed to abide by the federal Arbitration Act in complete defiance of the Supremacy Clause of the U.S. Constitution and the XIV Amend. Of the U.S. Constitution for Due Process and equal protection.

On February 6, 2025 Petitioner filed a Petition for Writ of Certiorari in the Georgia Supreme Court Case Number: S25C0668. On May 13, 2025 the Georgia Supreme Court denied the petition for writ of Certiorari in which brings petitioner to the Honorable U.S. Supreme Court in the effort to receive justice not just for petitioner but for the U.S. Supreme Court to establish a nationwide precedence and injunction to enforce the FAA to prohibit State courts and debt buyers/debt collectors from violating the U.S. Constitution as to due process and equal protection rights and from being unjustly enriched by allowing invalid claims and judgments to be filed in state courts for contracts that contain binding Federal Arbitration agreements.

ARBITRATION

FEDERAL ARBITRATION AGREEMENT IN CONTRACT

See Appendix A –See Last Page

OTHER IMPORTANT AGREEMENTS A, B, C, D, E, F

C. ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person--the arbitrator--instead of a judge or jury, to resolve the dispute. **UNDER THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL ("this Arbitration Agreement") TO THE FULLEST EXTENT PERMITTED BY LAW.**

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve all claims and disputes between us ("Covered Claims") by BINDING ARBITRATION. This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

This Agreement with Lender; any previous retail credit agreement ("Retail Contract") assigned to Lender and any previous loan from or assigned to Lender, whether any of the foregoing may be open-end or closed-end; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, membership plan or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's

customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement (except as expressly set forth in subsection G. below) and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of this Arbitration Agreement and the Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Arbitration Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; any claim for damages or attorneys' fees; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender; any third parties that assigned Retail Contracts or other agreements to Lender; any third party that provides me any product or service which I purchased with the assistance or involvement of Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are OneMain Consumer Loan, Inc., iLoan, OneMain Home Equity, Inc., OneMain Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Arbitration Agreement.

provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin or foreclosure, but instead may proceed in court for those judicial remedies. I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counterclaim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover the monetary jurisdictional limit of a small claims or equivalent court in my state (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by me or Lender, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than my state's small claims or equivalent court's monetary jurisdictional limit, then that claim, counterclaim, cross-claim, or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin or foreclosure or by having filed in court an Excluded Damages Lawsuit.

K. ENFORCEMENT IN COURT. Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if Covered Claim is filed in court

OTHER IMPORTANT AGREEMENTS. Lender and I agree:

- A. This arbitration agreement does not affect any applicable statute of limitations or repose, or any claims of privilege recognized at law in the jurisdiction that applies to the loan the agreement or any other agreement between lender and me which an arbitrator is bound to apply.
- B. The loan and insurance transactions between lender and me and other applicable parties are transactions involving interstate commerce using funds and other resources from outside the state.
- C. The federal Arbitration Act applies to and governs the arbitration state arbitration laws and procedures shall not apply to this arbitration agreement.
- D. This arbitration agreement applies to and runs to the benefit of lenders and my assigns successors executors-heirs and or representatives
- E. If any term of this arbitration agreement other than the class action waiver described in subsection G above is unenforceable the remaining terms are severable and enforceable-to the fullest extent permitted by law
- F. This arbitration agreement supersedes any prior arbitration agreement that may exist between lender and me and can only be modified in writing signed by the parties this arbitration agreement applies even if my loan has been cancelled changed modified refinance paid in full charged off or discharged or modified in bankruptcy.

REASONS FOR GRANTING THE WRIT

The Georgia Court of Appeals blatantly disregarded and rejected the binding Federal arbitration agreement in the contract stating the respondent Jefferson Capital Systems LLC. a debt buyer/debt collector was not required to arbitrate, fully aware that the contract **Appendix A attached states in Section stating MATTERS NOT COVERED**

that Only Myself or Lender could exercise self help remedies in a state court , that An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims and neither i or Lender shall be deemed to have waived any arbitration rights by the fact of exercising any self -help or judicial remedies filed in court (paraphrasing). The contract explicitly states the contract is subject to the Federal arbitration Act and that state arbitration laws and procedures shall not apply to the Arbitration agreement at Section K / Other important agreements: Letters A, B, C, D, E, F & G See **Appendix A** Attached of the full entire Contract.

The Contract Appendix A attached explicitly states **Myself or Lender** could exercise self help remedies in a state court not any other class or groups of persons having similar claims thus the first question that this court should determine is whether a **debt buyer** is defined as a **Lender**?

The FDCPA defines a "debt collector" as:

any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. (15 U.S.C. § 1692a (6))

This case is of great importance as the Georgia State Courts continuously allow themselves and debt buyers to be unjustly enriched by permitting debt buyers/debt collectors to file illegal invalid lawsuits in all 159 Counties in the Magistrate Courts of the State of Georgia ignoring binding Federal arbitration agreements in contracts. These invalid lawsuits ignoring binding Federal arbitration laws disproportionately affect low income and disabled persons such as myself who live on fixed incomes lacking legal resources and representation to oppose such devastating lawsuits in a court of law. State courts are inclined to Usurp the Federal Arbitration laws due to the fact state Magistrate Courts have a direct financial and pecuniary interest in receiving filing fees from debt buyers/debt collectors in which more than half of the State of Georgia Magistrate Court's case loads and daily dockets are comprised of Contract claims and or suit on accounts thus Georgia State Magistrate Court's receive a significant amount of revenue from allowing such illegal invalid suits to proceed.

Most consumer lending, loan Contracts etc. include an arbitration clause and when State Courts ignore binding FAA agreements in contracts they abuse their power as well as abridge constitutional rights of due process and equal protection by allowing debt buyers/debt collectors to be on equal footing as a lender when in fact they're not ; refusing to allow litigants to be heard on the merits of the FAA in a court of law but allowing other cases and contracts to be heard on the merits that do not contain FAA agreements which violates due process and equal protection rights for those who are similarly situated.

The U.S. Supreme Court should certainly consider implementing a nationwide injunction to prohibit state Courts from allowing debt buyers/debt collectors and others from filing lawsuits in state courts for Contracts that contain binding FAA agreements as it would be a beneficial measure for a nationwide public policy to once and for all enforce the FAA. This Court has well established over 40 years ago in *Southland Corp. v. Keating*, 465 U.S. 1 (1984) that the FAA withdrew the power of the states to require a judicial forum for the resolution of claims in contracts containing interstate commerce that includes binding Federal Arbitration, having said that State Courts must be required to uphold the law as it is written and follow the laws of our nation's great constitutional republic and the only way to ensure that states do uphold the laws of the FAA is to implement a nationwide injunction requiring State Courts to prohibit debt buyers/debt collectors and others alike from filing lawsuits in state courts for contracts that contain binding federal arbitration agreements.

I. The Lower Judicatory State Appellate Court decision conflicts with this Court's well known precedents that mandate the FAA in contracts that contain binding Federal Arbitration

The U.S. Supreme Court in *Kindred Nursing Centers, L.P. v. Clark*, No. 16-32 decided May 15, 2017 held that State Courts may not discriminate as to contracts that contain arbitration agreements. Justice Kagan, writing for the majority, reiterated that the FAA preempts any state law that discriminates against arbitration on its face, and also held that the FAA preempts "any [state] rule that covertly accomplishes the same objective by disfavoring contracts that (oh so coincidentally) have the defining features of arbitration agreements."

The Georgia Court of Appeals decision Appendix C attached (pg. [13], [14]) did the exact opposite of this Court's decision by refusing to enforce a binding Federal Arbitration Agreement in the Contract Appendix A attached affirming

an invalid judgment that should have never been issued usurping the FAA intentionally misinterpreting the unambiguous written language of the contract that says Myself or Lender could pursue self help remedies in a state Court and by exercising such self help remedies did not waive any arbitration rights see **Appendix A section stating matters not covered by arbitration**. The Georgia Court of Appeals should know that a debt buyer/debt Collector is not a Lender by any definition or statutory authority of law.

The Georgia Court of Appeals blatantly refused to reverse the Douglas County Georgia Superior Court clearly unconstitutional decision affirming the August 8, 2023 judgement of the Douglas County Georgia Magistrate Court that deprived petitioner of an opportunity to be heard on the merits of the appeal violating due process and equal protection rights under the XIV Amendment of the U.S. Constitution. The record on appeal indisputably proves that petitioner had filed a motion to dismiss and compel Private arbitration in the Douglas County Georgia Magistrate Court on June 12, 2023 **Appendix F** attached and the magistrate judge Susan Camp in the case 23MV03486 ignored the motion and never decided the motion to dismiss and compel private arbitration. The Douglas County GA Magistrate Court and Superior Court clearly defied the FAA and the Georgia Court of Appeals and the Georgia Supreme Court were complicit in allowing the invalid judgment to be affirmed singling out arbitration agreements for “disfavored treatment which conflicts with this Court’s mandatory authority Kindred Nursing Centers, L.P. v. Clark, When this Court has fulfilled its duty to interpret federal law, a state court may not contradict or fail to implement the rule so established. See U. S. Const., Art. VI, cl. 2. Marmet Health Care Center, Inc. v. Brown, 565 U.S. 530 (2012)

II. To determine a question of first impression as to whether States are in violation of Equal protection and the due process clause of the XIV Amend. Of The U.S. Const. for refusing to hear a case on the merits of the FAA failing to decide a motion to Dismiss and compel Arbitration

Amendment XIV of the U.S. Const. Section 1 states as to due process and equal protection:

No State shall make or enforce any law which shall abridge the privileges or immunities of 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. The Georgia Supreme Court and the Georgia Court of Appeals was complicit with affirming the invalid judgment obtained by respondent Jefferson Capital Systems LLC. Who is a debt buyer/debt collector and allowed respondent to be equated to a “LENDER”

The FAA provides that a “written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U. S. C. §2

It “requires courts to enforce the bargain of the parties to arbitrate.” *Dean Witter Reynolds Inc. v. Byrd*, 470 U.S. 213, 217 (1985). It “reflects an emphatic federal policy in favor of arbitral dispute resolution.” *KPMG LLP v. Cocchi*, 565 U. S. (2011) (per curiam) (slip op., at 3) (quoting *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 631 (1985); internal quotation marks omitted).

The Georgia Court of Appeals blatantly rejected the FAA and failed to carefully examine the record on appeal that indisputably proves that petitioner La’Shaun Clark filed a motion to dismiss and Compel Private arbitration on June 12, 2023 in the Douglas County Georgia Magistrate Court that was never heard nor decided as there is no record of a decision as to the motion to dismiss and Compel Private

Arbitration. The question of first impression is whether a state Court is in violation of the due process clause of the XIV Amend. Of the U.S. Const. and equal protection when state Courts Deprive a litigant's rights to be heard on the merits of the FAA; and blatantly ignore a motion to dismiss and compel Arbitration not even providing a written opinion or decision but allows all other Cases on the docket to be heard on the merits including other contract cases that are similarly situated, allowing a debt buyer/debt collector to be on equal footing as a lender to obtain an illegal invalid judgment for an already settled debt that contains a binding FAA agreement ? Georgia State Courts as well as other State Courts nationwide have violated equal protection of the law under the XIV Amend. Of the U.S. Const. when they allow debt buyers/debt collectors to pursue lawsuits in state courts for contracts that contain binding federal arbitration agreements as state courts repeatedly refuse to enforce the FAA ; singling out arbitration agreements for disfavored treatment in which the U.S. Supreme Court has already ruled states are not allowed to discriminate against contracts that contain arbitration agreements in *Kindred Nursing Centers, L.P. v. Clark*, No. 16-32 decided May 15, 2017. A key element in proving a Constitutional violation of Equal Protection under the XIV Amend. is “**discriminatory intent** “ which refers to the deliberate targeting of a specific group for unequal treatment see *United States v. Paradise* | 480 U.S. 149 (1987).

The Georgia State Courts (magistrate Courts) repeatedly act with the intent to discriminate against the FAA by allowing predatory debt buyers/debt collectors to aggressively pursue illegal invalid lawsuits in state courts that disproportionately affect low income and disabled individuals in which predominantly affects minorities and people of color. State courts discriminatory intent is based on the *prima facie* evidence that State Courts have a direct, substantial financial pecuniary interest in receiving filing fees from debt buyers/ debt collectors in which is why more than 50 percent in the State of Georgia Magistrate Courts case load

daily dockets are comprised of debt buyer/ debt Collection lawsuits. A simple Google search of the in-house Attorney for Jefferson Capital Systems LLC. LaSheka T. Payne will result in showing hundreds of cases of contract cases and or suit on accounts in the State of Georgia Magistrate Court Calendars showing lawsuits filed by debt buyers/ debt collectors in various Magistrate Courts in the state of Georgia indisputably the majority contain some form of arbitration whether the FAA or State Arbitration; just imagine the amount of debt buyer/debt collection lawsuits filed in all 159 Counties of the State of Georgia courts and nationwide that should have been arbitrated and just imagine how many default judgment financial windfalls that debt buyers/debt collectors receive and the insurmountable financial gains that state courts receive from filing fees including but not limited to in addition of post judgment garnishment filing fees as well and debt buyers/debt collectors receive when they refuse to enforce the FAA which destroys the lives of the underserved who cannot afford an attorney to represent them on such matters as the FAA such as myself who is an IFP- Pro Se litigant in which is why state Courts deliberately target the underserved of minorities and people of color with unequal treatment as to arbitration in contract disputes by defying the FAA in contracts allowing illegal lawsuits to be filed by debt buyers/debt collectors.

III. This case is of nationwide importance in the efforts to ameliorate the discriminatory intent and irreparable harm that State Courts impose on the public when states allow debt buyers to be on equal footing as a Lender permitting the filing of invalid debt collection Lawsuits for contracts that contain binding Federal arbitration agreements that disproportionately affect disabled and low-income individuals causing undue stress and financial hardship.

The State Court's brazen defiance of the FAA is due to the State Court's direct pecuniary financial Interests from revenue of filing fees received from debt buyers when the state Courts allow debt buyers to unlawfully litigate lawsuits that contain binding FAA agreements. State Courts are being unjustly enriched as well as debt buyers/debt collectors at the expense of the underserved low income and disabled

individuals who cannot afford an attorney to enforce the FAA rights in Contracts. People's lives have been destroyed by the state Courts defiance in refusing to enforce the FAA because debt buyers know that when they file these invalid illegal lawsuits in state courts that contain binding FAA agreements, that State Courts are complicit in not enforcing the FAA because it benefits the state courts (magistrate Courts) financial revenue as why state courts repeatedly defy the FAA. State courts and debt buyers/ debt collectors must be held accountable for consistently violating the FAA and Constitutional rights to be heard on the merits and equal protection rights to have the right to arbitrate contract disputes and should not be treated differently from others similarly situated as to other types of contract disputes. State Courts (magistrate courts) allowing debt buyers/debt collectors to pursue these illegal lawsuits with discriminatory intent have disproportionately caused irreparable harm to low income and or disabled individuals disproportionately affecting minorities and people of color who are already struggling to pay their bills and buy food to eat which also affects taxpayers when the underserved population has to seek government assistance.

People have lost their jobs, have been evicted, can't pay their medical bills, can't afford their prescription medications and are subjected to forced wage garnishments etc. for state Courts (magistrate Courts) allowing these predatory debt buyers/debt collectors to violate the FAA and allow debt buyers/debt Collectors to be defined as **Lenders** in contracts when they're not. Petitioner does not owe respondent any money at all the debt was already settled with the Lender during the COVID pandemic as why the Lender "One Main Financial LLC. themselves did not file any suit against Petitioner however, even if petitioner actually owed the debt to the respondent in which petitioner does not; it still wouldn't absolve the binding FAA agreement in the Contract nor give the respondent the right to file a lawsuit in the state courts as the Contract specifically states only Myself or Lender Could seek self help remedies in a state court not for any other persons or groups having similar claims and that filing any claims in a state court does not waive any rights to arbitration. Respondent Jefferson Capital Systems LLC. Is

not a “Lender” therefore the Douglas County GA Magistrate Court should have instantly dismissed the case as to the binding FAA agreement in the contract and should have allowed petitioner to be heard on the merits of the FAA and should have decided the Motion to compel filed on June 12, 2023 in the Douglas County GA Magistrate Court.

The FAA’s mandate has not been “overridden by a contrary congressional command see *CompuCredit Corp. v. Greenwood*, 132 S. Ct. 665, 669 (2012) thus the Georgia Court of Appeals erred as a matter of law affirming the Judgment of the Douglas County Georgia Superior Court that affirmed the illegal invalid Judgment of the Douglas County Georgia Magistrate Court in favor of respondent Jefferson Capital Systems LLC. that never should have been allowed to proceed due to the binding FAA agreement in the Contract **Appendix A** attached.

To reiterate State Courts (magistrate Courts) have unequivocally shown indisputable discriminatory intent to deliberately target low-income and disabled individuals disproportionately affecting minorities and people of color because state courts know we lack the resources and financial ability to retain counsel to enforce the rights to arbitration in debt buyer/debt Collection lawsuits and there is no rational basis of a legitimate compelling government interest for state courts to allow invalid lawsuits to be filed in state courts that should be arbitrated intentionally defying the FAA in which states courts do so because of the State Court’s direct, financial and pecuniary interest of receiving filing fees which is a huge Source of financial revenue for the State of Georgia Magistrate Courts and other state courts nationwide. It is unconstitutional to allow low income and disabled individuals to be targeted and treated differently regarding their rights to be heard on the merits of their case which disproportionately affects minorities and people of color refusing to allow them to exercise the right to arbitrate disputes that contain binding FAA agreements; this violates due process and equal protection under the XIV Amend. Of the U.S. Constitution under the strict Scrutiny analysis and or rational basis analysis.

State Courts and debt buyers/debt collectors must be stopped immediately from violating the FAA 9 U. S. C. §1 et seq., law that has been established as a response to judicial hostility to arbitration. *AT&T Mobility LLC v. Concepcion*, 563 U. S. ___, (2011) (slip op., at 4). The FAA provides: “A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U. S. C. §2. This provision establishes “a liberal federal policy favoring arbitration agreements.” *Moses H. Cone Memorial Hospital v. Mercury Constr. Corp.*, 460 U. S. 24 (1983) . See also, e.g., *Concepcion*, *supra*, at ___ (slip op., at 4); *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U. S. 20, 25 (1991) .

The Federal Arbitration Act (FAA), 9 U. S. C. §1 et seq., was enacted on February 12, 1925 which is literally over 100 years ago an entire Century Old and here we are in 2025 where litigants still are having to seek redress to the highest Court of the nation in the U.S. Supreme Court over and over again trying to get State Courts to enforce the FAA. There’s a plethora of case law of mandatory authority that the Honorable U.S. Supreme Court has opined and ruled on, yet State Courts continuously and systematically refuse to enforce the FAA, a permanent injunction must be issued to require State Courts to enforce the FAA moreover, to prohibit State Courts from allowing debt buyers/debt collectors to file illegal invalid lawsuits in state courts for contracts that contain binding Federal Arbitration agreements.

The FAA requires courts to enforce agreements to arbitrate according to their terms. See *Dean Witter Reynolds Inc. v. Byrd*, 470 U. S. 213, 221 (1985). That is the case even when the claims at issue are federal statutory claims, unless the FAA’s mandate has been “overridden by a contrary congressional command.” *Shearson/American Express Inc. v. McMahon*, 482 U. S. 220, 226 (1987) . See also *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U. S. 614, 628 (1985).

CONCLUSION

This Case is of significant Nationwide importance to enforce the FAA-and worthy of the U.S. Supreme Court's review. The Judgement of The Georgia Court Of Appeals decision Case No. A24A1225 reported as *Clark v. Jefferson Capital Systems, LLC* 911 S.E.2d 713 (2025) should be Vacated and remanded to the Georgia Court of Appeals with instructions to reverse and vacate the Douglas County Georgia Superior Court's December 28, 2023 Judgement case # 23CV01236 that affirmed the illegal invalid Judgment of the August 8, 2023 Douglas County Georgia Magistrate Court judgment obtained by respondent Jefferson Capital Systems LLC. In the amount of \$5,704.34 with post judgment interest accruing. Petitioner prays that Petition for writ of Certiorari will be granted in it's entirety.

Date: July 23, 2025

Respectfully Submitted,
/s/La'Shaun Clark
Pro Se IFP- Petitioner
6313 East Shore Circle
Douglasville, Georgia 30135
Tel: 678-654-9565
Email: Zavion00@msn.com

CERTIFICATE OF WORD COUNT

Case No.

Case Name: **La'Shaun Clark v. Jefferson Capital systems LLC.**

Title: Petition for Writ of Certiorari

Pursuant to Rule 33.1(h) of the Rules of this Court, I certify that the accompanying Petition for Writ of Certiorari, which was prepared using Century Schoolbook 14-point typeface, contains 3,876 words, excluding the parts of the document that are exempted by Rule 33.1(d). This certificate was prepared in reliance on the word-count function of the word-processing system (Microsoft Word) used to prepare the document.

I declare under penalty of perjury that the foregoing is true and correct.

Dated July 23, 2025

Respectfully submitted,
Pro Se indigent Petitioner
La'Shaun Clark 
6313 East Shore Circle
Douglasville, Georgia 30135
Tel: 678-654-9565
Email: Zavion00@msn.com