APPENDIX TABLE OF CONTENTS

APPENDIX A

<u>NOT RECOMMENDED FOR PUBLICATION</u>

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-5626

KHALID EL SHADDAI,

Plaintiff-Appellant,

v.

NATIONSTAR MORTGAGE, LLC, *et al.*,

Defendants-Appellees.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE

FILED
FEB 20, 2026
KELLY L. STEPHENS, Clerk

<u>ORDER</u>

Before: CLAY, KETHLEDGE, and MATHIS, Circuit Judges.

Pro sc litigant Khalid El Shaddai appeals the dismissal of his civil suit for lack of subject matter jurisdiction. This case has been referred to a panel of the court that, upon examination, unanimously agrees that oral argument is not needed. *See* Fed. R. App. P. 34(a). For the reasons below, we affirm.

In his complaint, El Shaddai identified himself as, among other things, "a Noble of the Al Moroccan Empire (North America)" and "Moorish American - a Descendent of the Ancient Moabites / Moors." R. 1, PageID 1-2. According to the complaint, he obtained a $260,000 mortgage loan from USAA Federal Savings Bank to buy his house. The bank sold the note to a servicer, Freedom Mortgage Corporation. which in turn notified El Shaddai of the due date of his first mortgage payment. El Shaddai claimed that the bank's sale of the loan to a servicer was a fraudulent transaction and sought payment of the $260,000 loan. When he failed to make his mortgage payment, his debt was reported to the National Credit Union Administration. He sued USAA Federal Savings Bank and Freedom Mortgage Corporation for breach of contract, several torts, and violations of the Fair Credit Reporting Act and Federal Trade Commission regulations. He sought $260,000 in compensatoly damages plus punitive damages, as well as other relief. El Shaddai alleged that the court had diversity jurisdiction under 28 U.S.C. § 1332, because he and the defendants were citizens of different states and the amount in controversy exceeded $75,000, as well as federal-question jurisdiction under 28 U.S.C. § 1331, because his suit arose under "the Treaty of Peace and Friendship between the United States and Morocco, signed on September 16, L836." R. 1, PagelD 4.

The district court dismissed the complaint for lack of subject matter jurisdiction because the allegations were "nonsensical" and "frivolous on their face." *El Shaddai v. Nationstar Mortg., LLC,* No. 2:24-CV-00 L86-DCLC-CRW, 2025 WL 1698113, at

*2-3 (E.D. Tenn. June 17, 2025). El Shaddai appeals, citing and attaching various documents that he filed in the district court.

We review de novo a dismissal for lack of subject matter jurisdiction. *See Johnson v. Johnson,* 157 F.4th 813, 817 (6th Cir. 2025). A federal "court may be 'divest[ed]' of jurisdiction" over federal claims "when the 'allegations of a complaint are totally implausible, attenuated, unsubstantial, frivolous, devoid of merit, or no longer open to discussion.'" *Fire-Dex, LLC v. Admiral Ins.,* 139 F.4th 519, 530 n.3 (6th Cir. 2025) (alteration in original) (quoting *Apple v. Glenn,* 183 F.3d 477, 479 (6th Cir. 1999) (per curiam)). Similarly, a federal court lacks diversity jurisdiction when "it is apparent, to a legal certainty, that the plaintiff cannot recover" more than $75,000. *St. Paul Mercury lndem. Co. v. Red Cab Co.,* 303 U.S. 283, 289 (1938); 28 U.S.C. § 1332(a).

El Shaddai's complaint was "so insubstantial, implausible, ... or otherwise completely devoid of merit as not to involve a federal controversy." *Steel Co. v. Citizens for a Better Env 't,* 523 U.S. 83, 89 (1998) (quoting *Oneida Indian Nation of N.Y v. County of Onedia,* 414 U.S. 661, 666 (1974)). As the district court explained, El Shaddai's "central claim that he did not receive disbursement of his mortgage loan is frivolous and cannot have been made in good faith given the existence of the Deed of Trust," which provided that the note could be sold to a servicer without notice to him, "and [his] acknowledgment that he bon-owed $260,000.00 to purchase the residence in which he lives." *El Shaddai,* 2025 WL 1698113, at *3. The district court thus correctly observed that El

Shaddai "cannot recover any sum of money" on his claims-which means the district court Jacked diversity jurisdiction, as well. *Id.*

Therefore, we **AFFIRM** the district court's judgment.

ENTERED BY ORDER OF THE COURT

/s/ Kelly L. Stephens
Kelly L. Stephens, Clerk

United States Court of Appeals
for the Sixth Circuit

U.S. Mail Notice of Docket Activity

The following transaction was filed on 02/20/2026.

Case Name: Khalid El Shaddai v. Nationstar Mortgage, LLC, et al

Case Number: 25-5626

Docket Text:

ORDER filed: We AFFIRM the district court's judgment. Mandate to issue, pursuant to FRAP. 34(a)(2)© decision not for publication. Eric L. Clay, Raymond M. Kethledge and Andre B. Mathis, Circuit Judges.

The following documents(s) are associated with this transaction:

Document Description: Order

Notice will be sent to:

Mr. Khalid El Shaddai
1606 E. Millard Street
Johnson City, TN 37601

A copy of this notice will be issued to:

Mr. Ian Joseph
Mr. Shaun Kevin Ramey
Mr. T. Dylan Reeves
Mr. Adam O. Williams
Ms. LeAnna Wilson

APPENDIX B

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

No. 25-5626

KHALID EL SHADDAI,

Plaintiff-Appellant,

v.

NATIONSTAR MORTGAGE, LLC, *et al.*,

Defendants-Appellees.

FILED
FEB 20, 2026
KELLY L. STEPHENS, Clerk

Before: CLAY, KETHLEDGE, and MATHIS, Circuit Judges.

JUDGMENT

On Appeal from the United States
District Court for the Eastern District
of Tennessee at Greeneville.

THIS CAUSE was heard on the record from the district court and was submitted on the briefs without oral argument.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT

/s/ Kelly L. Stephens
Kelly L. Stephens, Clerk

APPENDIX C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
GREENEVILLE DIVISION

2:24-CV-00186-DCLC-CRW

KHALID EL SHADDAI,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC, *et al.*,

Defendant.

FILED
JUNE 17, 2025

MEMORANDUM OPINION AND ORDER

Proceeding pro se, Plaintiff brings several claims against Defendants based on his central allegation that he never personally received payment of his mortgage loan used to purchase the home where he currently resides. Defendant USAA Federal Savings Bank ("USAA FSB") moved to dismiss for lack of subject matter jurisdiction under Fed. R. Civ. P. 12(b)(1) and for failure to state a claim under Fed. R. Civ. P. 12(b)(6) [Doc. 17]. Defendant Freedom Mortgage Corporation ("Freedom Mortgage") filed a motion for judgment on the pleadings [Doc. 31]. Plaintiff filed responses in opposition. [Docs. 21, 34, 37]. Because this Court lacks subject matter jurisdiction, USAA FSB's motion to dismiss under Rule

12(b)(1) [Doc. 17] is **GRANTED**. USAA FSB's motion under Rule 12(b)(6) [Doc. 17] and Freedom Mortgage's motion [Doc. 31] are **DENIED** as moot, and this case is **DISMISSED**.

I. BACKGROUND

In his Complaint, Plaintiff represents he is a "Noble of the Al Moroccan Empire (North America) In Propria Per Sona (My Own Proper Self) being Moorish American - a Descendent of the Ancient Moabites / Moors, by Birthrites, Bloodrites, Freehold, Primegentiture, and Inheritance; being Aboriginal and Indigenous to the Land /s (Amexm / Americas) Territorim of my Ancient Moabite / Moorish Fore-Mothers and Fore-Fathers – to wit." [Doc. 1, ¶ 1]. Plaintiff claims this Court has diversity jurisdiction under 28 U.S.C. § 1332 and federal question jurisdiction under 28 U.S.C. § 1331 "as this action arises under the laws and treaties of the United States, specifically the Treaty of Peace and Friendship between the United States and Morocco, signed on September 16, 1836." [Doc. 1, ¶ 5].

Plaintiff applied for and received a $260,000.00 mortgage loan from USAA FSB to purchase his residence at 1606 East Millard Street, Johnson City, Tennessee 37601. [Doc. 1, ¶ 1; Doc. 17-1, pgs. 4, 18]. Plaintiff executed a promissory note[1] and Deed of

[1] The Deed of Trust Plaintiff executed acknowledges that the "Note" referenced in the Deed of Trust is the "promissory note signed by [Plaintiff] and dated April 8, 2024. The Note states that [Plaintiff] owes Lender TWO HUNDRED SIXTY THOUSAND and NO/100 Dollars (U.S. $260,000.00) plus interest. [Plaintiff] has promised to pay this debt in regular Periodic Payments and

Trust[2] on April 8, 2024 (the "Deed of Trust") [Doc. 17-1, pgs. 3, 15]. His loan servicer, Freedom Mortgage, notified Plaintiff that his first payment was due on June 1, 2024. [Doc. 1, ¶¶ 12, 17]. The Deed of Trust contains the same property address that Plaintiff represents is his current residence. *See* [Docs. 1, ¶ 1; 17-1, pg. 4]. And, this property address is "the same property conveyed to Khalid El Shaddai from JW Asher Enterprises, LLC by Warranty Deed dated 4/8/2024." [Doc. 17-1, pg. 18]. The Deed of Trust provides that "[t]he Note or a partial interest in the Note (together with this Security Interest) can be sold one or more times without prior notice to Borrower" and "[a] sale might result in a change in the entity (known as the 'Loan Servicer') that collects Periodic Payments due under the [Deed]." [Doc. 17-1, pg. 12].

Although Plaintiff received a warranty deed to his current residence, he alleges that he "did not receive the disbursement of the $260,000.00 loan amount as promised," and instead of making any payments per the note, he demanded USAA FSB and Freedom Mortgage extinguish his mortgage debt. [Doc. 1, ¶¶ 11, 14, 18-22]. Despite the Deed of Trust stating the "Note

---

to pay the debt in full not later than May 01, 2054." [Doc. 17-1, pg. 3] (emphasis in original).

[2] This Court may take notice of and rely on the Deed of Trust included with USAA FSB's motion to dismiss [Doc. 17-1] because it is public record, and it forms the central basis of Plaintiff's claims. *See Ashland, Inc. v. Oppenheimer & Co.*, 648 F.3d 461, 467 (6th Cir. 2011) ("In addition to the allegations in the complaint, [we] may also consider other materials that are integral to the complaint, are public records, or are otherwise appropriate for the taking of judicial notice.") (citations omitted).

(together with this Security Instrument) can be sold one or more times without prior notice to Borrower," [Doc. 17-1, pg. 12] Plaintiff claims that "at no time did [he] consent to the transfer of the mortgage servicing rights to a third party." [Doc. 1, ¶ 13]. In a letter to USAA FSB, Plaintiff gave USAA FSB "ten calendar days from receipt of the counter-demand to respond fully; otherwise, the Plaintiff would consider the matter closed and all claims and assessments as void ab initio." [Doc. 1, ¶ 19]. When USAA FSB did not respond to Plaintiff's demand letter, he sent another letter "requesting the production of the $260,000.00 check." [Doc. 1, ¶ 20]. As a result of Plaintiff's failure to make any payments on his mortgage loan, Plaintiff states that the "alleged debt was reported to the National Credit Union, resulting in the Plaintiff suffering loss and damages, including reputational harm, both financial and otherwise." [Doc. 1, ¶ 23].

Plaintiff brings claims against Defendants for breach of contract, breach of the implied covenant of good faith and fair dealing, fraudulent misrepresentation, violation of the Fair Credit Reporting Act ("FCRA"), violation of "FTC regulations," negligence, and conversion. [Doc. 1, ¶¶ 25-60]. These motions followed.

II. LEGAL STANDARD

Federal district courts are courts of limited jurisdiction and may only hear a case when diversity of citizenship exists between the parties, or when the case raises a federal question. *See, e.g.*, *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987). A court may, sua sponte or upon the motion of a party, dismiss a complaint for lack of subject matter jurisdiction under

Federal Rule of Civil Procedure 12(b)(1) when "the allegations of a complaint are totally implausible, attenuated, unsubstantial, frivolous, devoid of merit, or no longer open to discussion." *Apple v. Glenn*, 183 F.3d 477, 479–80 (6th Cir. 1999) ("When a district court is faced with a complaint that appears to be frivolous or unsubstantial in nature, dismissal under Rule 12(b)(1) (as opposed to Rule 12(b)(6)) is appropriate in only the rarest of circumstances where, as in the present case, the complaint is deemed totally implausible.").

III. ANALYSIS

USAA FSB moved to dismiss this Complaint for lack of subject matter jurisdiction because Plaintiff's claims are frivolous [Doc. 17]. USSA FSB notes that while Plaintiff claims not to have received his mortgage loan, he agreed in the Deed of Trust that he did, and he now lives at the property secured by his mortgage loan.

The Court begins with federal question subject matter jurisdiction. Pursuant to 28 U.S.C. § 1331, federal question jurisdiction is properly invoked if a plaintiff "pleads a colorable claim arising under the Constitution or laws of the United States." *Arbaugh v. Y & H Corp.*, 546 U.S. 500, 513 (2006). At the same time, a claim is not colorable if it is "wholly insubstantial and frivolous." *Arbaugh*, 546 U.S. at 513 n. 10 (internal citations omitted).

Plaintiff's allegations are nonsensical. Plaintiff borrowed money to purchase the home in which he currently resides. He signed a Deed of Trust, acknowledging that he was borrowing $260,000.00, secured by the residence. But rather than paying on the mortgage loan, he demands USAA FSB to extinguish the debt, and now demands a $260,000.00 check for the mortgage loan he received to purchase the home he currently lives in. These allegations resemble the pseudo-legal tactics commonly used by those in the sovereign citizen movement.[3] Plaintiff believes he can evade his mortgage debt by ignoring the existence of the Deed of Trust. This is evidenced by Plaintiff's allegations that he "did not execute any 'Note' acknowledging an obligation to repay," [Doc. 1 ¶ 16] "did not receive the disbursement of the $260,000.00 loan amount as promised," [Doc. 1, ¶ 11] and his subsequent demand letter to USAA FSB "requesting the production of the $260,000.00 check" [Doc. 1, ¶ 20]. But Plaintiff's allegations are refuted under the Deed of Trust he executed. [Doc. 17-1, pg. 15]. Plaintiff claims that he did not "consent to the transfer of the mortgage servicing rights to a third party," [Doc. 1, ¶ 13] but the Deed of Trust he signed provides specifically for a sale of the Note. [Doc. 17-1,

---

[3] Although Plaintiff does not appear to specifically identify himself as a "sovereign citizen," the Complaint and his many filings bear all the signs of the sovereign citizen theory. *See, e.g.*, *KB Maddox El v. Scharf*, No. 23-10990, 2023 WL 3587538, at *1–2 (E.D. Mich. May 22, 2023) (collecting cases). For example, Plaintiff states he is a "Noble of the Al Moroccan Empire ... being Moorish American," and claims federal jurisdiction under the "[t]he Treaty of Peace and Friendship between the United States and Morocco, signed on September 16, 1836." He contends that this treaty "provides that the United States is entitled to exercise jurisdiction in disputes involving citizens or proteges of the United States" and "Moors are listed as 'proteges' and therefore are protected persons under the jurisdiction of the United States." [Doc. 1, ¶ 7].

pg. 12]. Plaintiff's claims that Defendants breached their obligations under the FCRA are similarly frivolous because USAA FSB reported the existence of Plaintiff's mortgage debt to the National Credit Union when Plaintiff failed to make his payments. *See* [Doc. 1, ¶ 24].

Dismissal is appropriate here under Rule 12(b)(1) as Plaintiffs allegations are "totally implausible, attenuated, unsubstantial, frivolous, devoid of merit, or no longer open to discussion." *Apple*, 183 F.3d at 479. There are many other reasons the Court could consider in dismissing the Complaint on its merits, as USAA FSB and Freedom Mortgage recognized in their dispositive motions [Docs. 17, 31], but the Court need not provide an in-depth analysis on those grounds because Plaintiff's allegations are frivolous on their face and his Complaint must be dismissed for lack of subject matter jurisdiction. *See Powell v. Michigan*, No. 22-10816, 2023 WL 2154954, at *2 (E.D. Mich. Jan. 24, 2023), *report and recommendation adopted*, No. 22-10816, 2023 WL 2145490 (E.D. Mich. Feb. 21, 2023) ("[C]ourts dismiss complaints by sovereign citizens without extended argument as patently frivolous.") (citations omitted).

The Court will now address Plaintiff's claim that this Court has diversity jurisdiction over this matter. Federal district courts have diversity jurisdiction pursuant to 28 U.S.C. § 1332 when (1) no plaintiff and defendant are citizens of the same state and (2) the amount in controversy exceeds $75,000. *See, e.g.*, *Cleveland Hous. Renewal Project v. Deutsche Bank Tr. Co.*, 621 F.3d 554, 559 (6th Cir. 2010). The Court need not address whether Plaintiff has adequately pled the first requirement because Plaintiff cannot meet the second.

When courts consider whether the amount in controversy exceeds $75,000.00 pursuant to 28 U.S.C. § 1332, "the sum claimed by the plaintiff controls if the claim is apparently made in good faith." *Kovacs v. Chesley*, 406 F.3d 393, 395 (6th Cir. 2005) (citing *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 288 (1938)). "But if, from the face of the pleadings, it is apparent, to a legal certainty, that the plaintiff cannot recover the amount claimed or if, from the proofs, the court is satisfied to a like certainty that the plaintiff never was entitled to recover that amount," the case must be dismissed for lack of subject matter jurisdiction. *St. Paul Mercury Indem., Co.,* 303 U.S. at 289.

As explained, Plaintiff's central claim that he did not receive disbursement of his mortgage loan is frivolous and cannot have been made in good faith given the existence of the Deed of Trust and Plaintiff's acknowledgment that he borrowed $260,000.00 to purchase the residence in which he lives. *See Kennebrew v. PNC Bank*, No. 1:25-CV-13, 2025 WL 801169, at *2 (E.D. Tenn. Mar. 13, 2025) ("Plaintiff's claim is the opposite of good faith. Her belief that she can erase debt with the Bill of Exchange—a 'worthless piece of paper'—is total nonsense. ... Because Plaintiff's complaint is entirely frivolous, she cannot satisfy the amount in controversy requirement necessary to establish diversity jurisdiction."). It is apparent to the Court that by bringing this matter, Plaintiff believes he can extinguish his mortgage debt, receive an award of $260,000.00 in damages, and maintain ownership of the property secured by the Deed of Trust – actions of which are clearly not based. It is a legal certainty that Plaintiff cannot recover any sum of money on these claims, therefore subject matter jurisdiction is lacking, and Plaintiff's case must be dismissed as to all Defendants.

Because the Court finds it does not have subject matter jurisdiction over this dispute, the Court need not address Freedom Mortgage's motion for judgment on the pleadings. Accordingly, Freedom Mortgage's pending dispositive motion [Doc. 31] is denied as moot. *See Moir v. Greater Cleveland Reg'l Transit Auth.*, 895 F.2d 266, 269 (6th Cir. 1990) (finding a Rule 12(b)(6) motion is moot when the Court dismisses a complaint for lack of subject matter jurisdiction under Rule 12(b)(1)).

IV. CONCLUSION

For all these reasons, USAA FSB's motion to dismiss under Fed. R. Civ. P. 12(b)(1) [Doc. 17] is **GRANTED.** USAA FSB's motion under Fed. R. Civ. P. 12(b)(6) and Freedom Mortgage's motion [Doc. 31] are **DENIED AS MOOT.** This case is **DISMISSED WITHOUT PREJUDICE** for lack of subject matter jurisdiction. The Clerk is **DIRECTED** to close the case.

SO ORDERED:

s/ Clifton L. Corker
United States District Judge

APPENDIX D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
GREENEVILLE DIVISION

2:24-CV-00186-DCLC-CRW

KHALID EL SHADDAI,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC, *et al.*,

Defendant.

FILED
JUNE 17, 2025

JUDGMENT

This case came before the Court on Defendant USAA Federal Savings Bank's ("USAA FSB") motion to dismiss for lack of subject matter jurisdiction under Fed. R. Civ. P. 12(b)(1). For the reasons stated in the Court's Memorandum Opinion and Order filed contemporaneously with this judgment, this Court lacks subject matter jurisdiction over this case. Accordingly, USAA FSB's motion to dismiss under rule 12(b)(1) [Doc. 17] is **GRANTED**, and this case is **DISMISSED** as to all parties. The Clerk is **DIRECTED** to close this case.

SO ORDERED:

s/ Clifton L. Corker
United States District Judge

ENTERED AS A JUDGMENT

s/ LeAnna Wilson
Clerk of the Court

APPENDIX E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
GREENEVILLE DIVISION

2:24-CV-186

KHALID EL SHADDAI,

Plaintiff,

v.

USAA FEDERAL SAVINGS BANK, *et al.,*

Defendants.

FILED
APRIL 11, 2025

ORDER

Defendant Freedom Mortgage Corporation (hereinafter "Defendant") has filed a Motion to Strike or, in the alternative, Reply to Plaintiff's Oppositions to Freedom's Motion for Judgment on the Pleadings. [Doc. 38). On March 12, 2025, Defendant filed a Motion for Judgement on the Pleadings and Memorandum in Support ("MJOP"). [Docs. 31, 32]. Shortly thereafter, on March 18, 2025, Plaintiff filed a document titled Response to Freedom Mortgage [Doc. 34], wherein he asked the Court to deny the pending Motion to Dismiss filed by Defendant USAA Federal Savings Bank [Doc. 17], and to strike the MOP filed by

Freedom Mortgage as untimely filed.[1] Defendant filed a Reply [Doc. 35) arguing its MOP was timely. Subsequently, Plaintiff filed two identical documents four days apart. In ECF, the first filing is labeled "Affidavit in Support Opposition Freedom Mortgage Judgment" [Doc. 36], and the second is labeled "Response in Opposition Motion for Judgment on the Pleadings" [Doc. 37]. Both documents are titled "Plaintiff's Opposition to Defendant Freedom Mortgage Corporation 's Motion for Judgment on the Pleadings." [Docs. 36, 37]. In its Motion to Strike, Defendant argues that these filings are an improper attempt to supplement Plaintiff's prior filing without requesting approval from the Court, as required by this Court's Local Rules. E.D. Tenn. L.R. 7.1 (d) (stating that "[n]o additional briefs, affidavits, or other papers in support of or opposition to a motion shall be filed without prior approval of the Court . . . "). Alternatively, given that their initial Reply was filed before Plaintiff's Opposition, Defendant requests the opportunity to reply to Plaintiff"s new arguments.

The Court has the discretion to grant motions to strike on the basis that a document is not filed pursuant to the local rules. *Johnson v. Knox County, Tennessee,* No. 3:19-cv-179-PLR-DCP, 2020 WL 2562806 at *3 (E.D. Tenn. May 20, 2020); *see also Setzer v. First Choice Lending Servs., LLC*, No.

---

[1] In ECF, this document is labeled Response to Freedom Mortgage Summary Judgment. However, there is no pending motion for summary judgment in this matter, and considering the timing of the filing, the Court assumes that Plaintiff's filing is in response to the MJOP, especially given that in this pleading he asks the Court to strike the MJOP.

18-5192, 2018 WL 7500477, at *2 (6th Cir. Sept. 10, 2018) (holding that "[b]ecause [pro se plaintiffs] response motion was filed without court approval and did not detail new developments related to the defendants' motion to dismiss, the district court did not abuse its discretion when it struck the motion for violating Rule 7.1(d)."). However, the Court may also liberally construe the federal and local rules for pro se litigants. *Greer v. Home Realty Co. of Memphis Inc.*, 2010 WL 6512339 at *2 (W.D. Tenn. July 12, 2010) (noting that district courts may liberally construe the federal and local rules for *pro se* litigants, but that *pro se* litigants are not relieved of the requirements to comply with applicable rules).

The record is unclear as to whether Plaintiff's initial filing was intended to be a substantive response to Defendant's MJOP or, instead, a Motion to Strike it. While the Court would typically strike a supplemental brief filed without leave of the Court as required by the local rules, given that Plaintiff is proceeding *pro se* and under these unique circumstances, the Court is finds it appropriate to permit Plaintiff some procedural grace. However, given that the Court finds it appropriate to permit Plaintiff's filing to stand, fundamental fairness requires that the Court permit Defendant an opportunity to respond to the arguments contained in Plaintiff's filing.

For the reasons stated above, the Motion to Strike [Doc. 38] filed by Freedom Mortgage Corporation is **GRANTED in part** and **DENIED in part**. The Clerk is ordered to **STRIKE** Plaintiff's Affidavit in Support Opposition Freedom Mortgage Judgment [Doc. 36] because it is duplicative, but its request to strike Document 37 is **DENIED**. Defendant's request to Reply to Opposition Freedom Mortgage Judgment is **GRANTED**, and Defendant shall have ten (10) days from the entry of this order to reply to Plaintiff's Opposition to Defendant Freedom Mortgage Corporation's Motion for Judgment on the Pleadings [Doc. 37]. The Court finds that by permitting Plaintiff's Reply to Opposition Freedom Mortgage Judgment to stand rather than being stricken, he has now been given a full opportunity to respond to USAA's Motion to Dismiss and Freedom Mortgage Corporation's Motion for Judgment on the Pleadings. As such no further filings by Plaintiff addressing either motion shall be permitted.

SO ORDERED

/s/ Cynthia Richardson Wyrick
United States Magistrate Judge

APPENDIX F

UNITED STATES DISTRICT COURT
Eastern District of Tennessee
Greeneville Division

Case No.: 2:24-CV-00186

U.S. COURT OF APPEALS CASE NO. 25-5626

DESIGNATION OF RECORD ON APPEAL AND STATEMENT OF ISSUES

KHALID EL SHADDAI,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC, ET AL.,

Defendants.

DESIGNATION OF RECORD ON APPEAL AND STATEMENT OF ISSUES

Pursuant to Rule 10 of the Federal Rules of Appellate Procedure and Sixth Circuit Rule I 0, Appellant Khalid El Shaddai hereby designates the following items to be included in the record on appeal:

I. DESIGNATION OF THE RECORD

- 1. Complaint (Dkt.1)
- 2. Defendant's Motion to Dismiss (Dkt. 17 _J

- 3. Plaintiffs Opposition to Motion to Dismiss (Dkt. _21, 24_)
- 4. Memorandum Opinions and Orders (Dkt. 32, 47 _)
- 5. Transcript(s) of any relevant hearings, if filed (Dkt. 51_)
- 6. Judgment or Final Order (Dkt. 48__)
- 7. Notice of Appeal (Dkt. 49_)
- 8. All other docket entries relevant to the District Court's ruling being appealed

II. STATEMENT OF ISSUES ON APPEAL

1. 1. Whether the District Court erred in granting Defendant's Motion to Dismiss under Rule 12(b)(6)