

NO. _____

IN THE
Supreme Court of the United States

BRIAN K. WELLS, PETITIONER.

V.

MERRILL LYNCH PIERCE FENNER & SMITH INC., MERRILL CLEARING
CORPORATION, AND
BOFA SECURITIES, INC., RESPONDENTS.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE FIRST CIRCUIT

MOTION TO ACCEPT FILING OF PETITION AS TIMELY, OR
ALTERNATIVELY, TO ENLARGE TIME TO FILE PETITION FOR A WRIT
OF CERTIORARI

Pursuant to Rule 13 and Rule 15, Petitioner Brian Wells respectfully requests that the Court accept his filing for petition for a writ of certiorari as timely, or alternatively, enlarge the time to file said petition. As explained below, the circumstances were not ordinary.

Under Rule 13, the petition was due on April 16, 2025. Multiple attorneys who have practiced before the Court strongly recommended that Wells work with a local vendor who specializes in printing and filing papers with the Court. He heeded this advice and he worked with a company managed by an attorney, Jack Suber, called Legal Printers LLC (“Legal Printers”).

About a week before the filing deadline, Suber provided Wells with an estimate over the phone of \$1,440 (non-rushed) and \$2,100 (rushed) for filing and printing a writ petition that was fifty pages in length. This quote included an advance of the filing fee. Suber stated that Legal Printers would be able to timely file the petition so long as it was timely cleared for printing on the filing deadline.

During the week leading up to the deadline, Wells worked Legal Printing to ensure that his petition had the correct formatting and contained the necessary papers. A day before it was due, on April 15, 2026, Suber provided feedback to finalize the Record Appendix.

The next day, at 7:05 p.m., Suber stated that the petition needed to be cleared for printing within 20 minutes to be filed timely. Wells cleared the petition for printing at 7:09 pm. At 7:26 pm, Suber asked for a second confirmation. A minute later, Wells responded “cleared”.

Ordinarily, after being cleared, a vendor would print and file the petition as they had represented. Ordinarily, when a vendor advances a filing fee, the vendor invoices the person after the filing. But the ordinary course did not occur here.

Minutes after Wells had cleared the petition for printing and filing, at 7:31 pm, Suber sent Wells an invoice for \$8,311.22 and demanded full payment before Legal Printers would print and file the petition. Not only was this amount over six-thousand dollars more than what Suber had provided earlier, he also demanded prepayment when he had represented that Legal Printing would advance the filing fee. When Wells called Legal Printers, he offered to pay a quarter of this amount before filing – which exceeded the original “rush” estimate – and the remainder after it was timely filed.

Suber gave an ultimatum: “*pay the full \$8,311.22 or miss your filing deadline.*”

This demand was extraordinary. *See* Rule 15 (allowing extensions after the deadline in extraordinary circumstances). After working with Legal Printers to prepare the brief to be printed and timely filed, Suber was extorting Wells knowing that he had no other options to print and file the petition that day. Wells refused to reward Suber’s underhanded tactic. That would be unfair to other litigants.¹ He sought other avenues to print and mail the petition papers but he had no options due to the time.

Before the filing deadline, on April 16, 2026, he emailed the papers to efilingssupport@supremecourt.gov and opposing counsel. *See* Ex. A. The next day, he retained a honest vendor to print and file the papers that he had emailed to the Court.

Wells also warned opposing counsel of Legal Printers’ conduct. *See* Ex. A. *See also* Mass. R. Prof. C. R. 3.4.

¹ Although he is *pro se* here, Wells is a lawyer and admitted to the Bar in Massachusetts. At the very least, the Rules of Professional Conduct would likely discourage attorneys permitting vendors to extort lawyers and/or their clients in this manner.

Wells respectfully requests that the Court assign the filing date of his papers to April 16, 2026. The Court had a copy and timely received the 40 copies of the petition per the Court's rules.

Alternatively, he asks for a 60-day extension to file the papers (attached herewith) pursuant to either Rule 13 or Rule 15. He acted in good faith. *See* Rule 15(5) (granting 60-day to parties who submit petitions papers in good faith to correctly file the petition). The circumstances here are not ordinary. *See* Rule 13.

June 15, 2026
Submitted,

Respectfully

/s/ Brian K. Wells
Brian K. Wells, *pro*
se
144 Willis Road
Gardner, MA
617.842.6161

Petitioner

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001

April 22, 2026

Brian Wells
144 Willis Rd.
Gardner, MA 01440

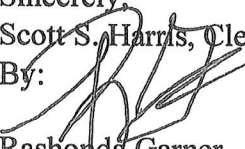
RE: Wells v. Merrill Lynch, Pierce, Fenner & Smith Inc., et al.
USCA1 No. 25-1584

Dear Mr. Wells:

The above-entitled petition for a writ of certiorari was hand-delivered April 17, 2026 and received April 21, 2026. The papers are returned for the following reason(s):

The petition is out-of-time. The date of the lower court judgment or order denying a timely petition for rehearing was January 16, 2026. Therefore, the petition was due on or before April 16, 2026. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

Your petitions and check in the amount of \$300.00 is returned herewith.

Sincerely,
Scott S. Harris, Clerk
By: 
Rashonda Garner
(202) 479-3025

Enclosures

Exhibit A

Brian Wells

From: Brian Wells
Sent: Thursday, April 16, 2026 11:30 PM
To: 'efilingsupport@supremecourt.gov'
Cc: Thomas Pappas; Robert J. Kendall III
Subject: Writ of Cert
Attachments: 20260416 - Cert of Service.pdf; 2026-04-16 SERVICE.pdf; 20260416 - Cert of Compliance.pdf; Demand.pdf

Importance: High

Dear Sir or Madam:

I am emailing you a copy of my Petition for a writ of cert (plus the required certificates) so that the court has an electronic copy before the deadline. If you could please pass it along to the clerk. I understand that it is not an official filing.

I expect that the hardcopies will arrive within three days. I am not sure if I will be able to postmarked due to unexpected events.

I had been working with a local printer all week because a lawyer friend recommended that I do so to ensure SCOTUS's requirements were met. When we spoke earlier in the week, This printer quoted me quasi-reasonable price. But at the last minute today, he sent an invoice via email (redacted) for almost ten times the original quote and demanded that I pay it in full. I offered to pay a quarter (which was double than his original quote), but he insisted on everything lest I miss my filing date.

Tom/Robert – stay away from this guy!

Sincerely,

Brian

From: cs@legalprinters.com
To: [Brian Wells](#)
Subject: Re: SCOTUS Cert Job
Date: Thursday, April 16, 2026 7:31:50 PM
Attachments: [Invoice 260414.pdf](#)

That will be fixed when we print. Our invoice is attached, we will need the following credit card information to complete the filing:

Number on the card

Expiration date on the card

CVV for the card (3-digit code on the back of Visa or MC, 4-digit code on the front of Amex)

Exact name on the card

Billing address for the card, including zip code

Thank you,
Jack

Jack Suber, Esq.
Legal Printers LLC
5614 Connecticut Ave., NW
307
Washington, DC 20015
202 747-2400

The Nation's Top Supreme Court Brief Printer!

LEGAL PRINTERS LLC

202-747-2400
202-449-9565 Fax
LegalPrinters.com

5614 Connecticut Avenue, NW #307
Washington, DC 20015

Ship To:

Brian Wells
Brian Wells
144 Willis Road
Gardner MA

Invoice

No: **260414**

Date: 4/16/26

Quantity	Description	Amount	
50	4-16-2026 Print & Bind Petition for Writ of Certiorari (56 pages inc cover)	\$ 6,795.04	
	Filing & Service	\$ 722.00	
3	Format	\$ 372.00	
	DC sales tax	\$ 358.18	
Payment is due on or before the day of filing, we accept Visa, MasterCard and American Express.		SUBTOTAL	\$ 8,247.22
		SHIPPING	\$ 64.00
		TOTAL	\$ 8,311.22
		DEPOSITS	\$ 0.00
		AMOUNT DUE	\$ 8,311.22