UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

RICHARD JEAN-JACQUES,

Plaintiff,

v.

RESURGENT RECEIVABLES LLC; RESURGENT CAPITAL SERVICES L.P.; CREDIT CONTROL LLC,

Defendants.

MEMORANDUM & ORDER
24-CV-4237 (HG)

HECTOR GONZALEZ, United States District Judge:

Plaintiff brings this case under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq*., alleging that Defendants: (1) violated the FDCPA by failing "to verify and correct inaccurate information in their debt collection efforts"; and (2) breached their fiduciary duties through their "unauthorized use of the trust property without compensation to the trust or its beneficiaries." ECF No. 1.[1]

Defendants move, pursuant to Federal Rule of Civil Procedure 12(c), for judgment on the pleadings and to dismiss Plaintiff's complaint for failure to state a claim. ECF Nos. 22, 23. Separately, Plaintiff moves, pursuant to Rule 15(a)(2), for leave to file an amended complaint. ECF No. 71.

For the following reasons, Defendants' motions for judgment on the pleadings are GRANTED, and Plaintiff's motion for leave to file an amended complaint is DENIED.

[1] Unless otherwise indicated, when quoting cases and the parties' papers, the Court omits all internal quotation marks, alteration marks, emphases, footnotes, and citations. The Court refers to the pages assigned by the Electronic Case Files system ("ECF").

BACKGROUND[2]

Plaintiff, who insists he is "the Executor of the Precedent Vested Landed Estate of RICHARD JEAN-JACQUES LIVING TRUST," brings his claims because of Defendants' efforts to collect on his credit card debt. In March 2023, Plaintiff opened a credit card with Credit One Bank ("Credit One"). After approximately six months of paying the balance owed on that card, Plaintiff stopped making payments. In January 2024, Plaintiff's balance was charged-off, and Credit One sold the debt to Resurgent Receivables LLC (together, with Resurgent Capital Services, L.P. (the account manager), "Resurgent"). Resurgent, as creditor, then hired Credit Control, LLC ("Credit Control") to service the account, *i.e.*, collect the debt. ECF No. 22-7 at 8.

At bottom, Plaintiff disputes this debt. Plaintiff rebukes Defendants' collection efforts, claiming that "Defendants have attempted to collect alleged debts . . . without providing proper verification and documentation . . . including proof of possession of the original certificated securities." ECF No. 1 ¶ 16. Ostensibly, to confirm that Defendants were bona fide collectors of the debt at issue, in April 2024, Plaintiff sent Defendants several notices demanding they validate that he "ha[s] any legal obligation to pay [them] the unsubstantiated alleged debt." *See* ECF No. 1-2 at 11–14. One such notice, styled as "an Affidavit High Prerogative Writ of Quo Warranto," asserts that Plaintiff, "as an investor of the United States and certificated security holder of the principal debtor/franchise cestui que trust RICHARD JEAN-JACQUES, has dominion over all rights and interests of the principal debtor," and notifies Defendants that they

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[2] The Court "recite[s] the substance of the allegations as if they represented true facts, with the understanding that these are not findings of the [C]ourt, as [I] have no way of knowing at this stage what are the true facts." *In re Hain Celestial Grp., Inc. Sec. Litig.*, 20 F.4th 131, 133 (2d Cir. 2021).

are "being appointed fiduciary with limited power to act." *Id.* at 15-17. Plaintiff's "writ" also notified Defendants that, if they failed to answer or rebut Plaintiff's demands for validation, they would not be able to legally collect the debt, and his debt would be deemed settled. *Id.*; ECF No. 1 ¶¶ 20–24.

Plaintiff alleges that his notices and "Affidavit High Prerogative Writ of Quo Warranto" were never answered. ECF No. 1 ¶¶ 25–29. Defendants, on the other hand, direct the Court to a letter Resurgent sent Defendant about a week after his demands—and, notably, attached as an exhibit to Plaintiff's complaint—in which Resurgent identified Plaintiff's account information and payment history, and included a table demonstrating the chain of title of the ownership interest in the debt. *See* ECF No. 1-2 at 22–25 (detailing the "ownership history" of the account from Credit One to Resurgent); *see also* ECF No. 22-7 at 9; ECF No. 23-1 at 9.

Although Plaintiff does not dispute that he received this letter from Resurgent, he nonetheless argues that the letter is inadequate to validate their ownership interest in the debt and prove they are legally entitled to collect that debt. *See*, *e.g.*, ECF No. 1-2 at 26–38. After Plaintiff sent a second round of notices and demands to Defendants, *id.* at 39–59, Plaintiff commenced this case by filing a complaint on June 13, 2024, alleging that Defendants violated the FDCPA and breached their fiduciary duty to Plaintiff. *See* ECF No. 1 ¶¶ 30–35.

A. Relevant Procedural History

Litigation of Plaintiff's claims has led to a protracted procedural history. Currently before the Court are two motions: Defendants' motions for judgment on the pleadings, pursuant to Rule 12(c), and Plaintiff's motion for leave to file a second amended complaint, pursuant to Rule 15(a)(2). The Court recounts the relevant procedural history for both motions in this section, before addressing each motion in turn.

First, Defendants' motions for judgment on the pleadings. On September 6, 2024, Defendants each filed a motion for judgment on the pleadings, pursuant to Rule 12(c). *See* ECF Nos. 22, 23. Plaintiff filed oppositions to each motion on October 25, 2024. *See* ECF No. 30 (Plaintiff's opposition to Credit Control's motion for judgment on the pleadings); ECF No. 31 (Plaintiff's opposition to Resurgent's motion for judgment on the pleadings). Defendants filed their respective replies on November 8, 2024. *See* ECF No. 38 (Resurgent's reply); ECF No. 39 (Credit Control's reply). Plaintiff then filed a response to Credit Control's reply, *see* ECF No. 46, and a supplemental brief in opposition to Defendants' motions for judgment on the pleadings, *see* ECF No. 55. Credit Control filed a sur-reply in support of its Rule 12(c) motion on December 17, 2025. ECF No. 57.

Second, in the midst of briefing the motions for judgment on the pleadings, on December 9, 2024, Plaintiff filed a motion for leave to file an amended complaint (the "First Motion to Amend"). *See* ECF No. 53. Before the Court ruled on that motion, Plaintiff then filed a motion for leave to file a second amended complaint (the "Second Motion to Amend"). *See* ECF No. 71. On April 7, 2025, in light of the pending Second Motion to Amend, the Court terminated Plaintiff's First Motion to Amend as moot and informed the parties that it would resolve the Second Motion to Amend simultaneously with its resolution of Defendants' motions for judgment on the pleadings. *See* April 7, 2025, Text Order. Given Plaintiff's penchant for serial filing and the already-protracted procedural history in this case, the Court prohibited Plaintiff from filing any other submissions until the resolution of Defendants' motions for judgment on the pleadings. *See id.* Defendants filed their oppositions to the Second Motion to Amend shortly thereafter. *See* ECF No. 76 (Credit Control's opposition to the Second Motion to

Amend); ECF No. 77 (Resurgent's opposition to the Second Motion to Amend). Plaintiff complied with the Court's April 7, 2025, Order, and did not file a reply.

LEGAL STANDARD

I. Motion for Judgment on the Pleadings

"After the pleadings are closed—but early enough not to delay trial—a party may move for judgment on the pleadings." Fed. R. Civ. P. 12(c). A motion for judgment on the pleadings is subject to the same standard as a motion to dismiss under Rule 12(b)(6). *L-7 Designs, Inc. v. Old Navy, LLC*, 647 F.3d 419, 429 (2d Cir. 2011). Therefore, to survive a motion for judgment on the pleadings, a party must plead sufficient factual allegations "to state a claim for relief that is plausible on its face," *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007), *i.e.*, the complaint must include "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged," *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). A court properly grants a motion under Rule 12(c) "if, from the pleadings, the moving party is entitled to judgment as a matter of law." *Dargahi v. Honda Lease Trust,* 370 F. App'x. 172, 174 (2d Cir. 2010).

"On a 12(c) motion, the court considers the complaint, the answer, any written documents attached to them, and any matter of which the court can take judicial notice for the factual background of the case." *L-7 Designs, Inc.*, 647 F.3d at 422. When assessing a complaint in this posture, courts "accept all factual allegations in the complaint as true and draw all reasonable inferences in [p]laintiff's favor." *Id.* at 429. However, courts must disregard "legal conclusions, and threadbare recitals of the elements of a cause of action, supported by mere conclusory statements." *Id.* at 430. And, if the allegations of a pleading "are contradicted by documents made a part thereof, the document controls and the court need not accept as true the allegations of the pleading." *Wells Fargo Bank, N.A. v. Wrights Mill Holdings, LLC*, 127 F. Supp. 3d 156, 168 (S.D.N.Y. 2015).

Where, as here, a plaintiff brings a case *pro se*, the *pro se* complaint "must be held to less stringent standards than formal pleadings drafted by lawyers." *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). The Court's obligation "to construe a *pro se* complaint liberally" continues to apply "[e]ven after *Twombly*" established the plausibility standard for assessing pleadings. *Newsome v. Bogan*, 795 F. App'x 72, 72 (2d Cir. 2020). "A pro se litigant, however, is not exempt from compliance with relevant rules of procedural and substantive law." *Ramos-Nunez v. United States*, No. 14-cr-102, 2019 WL 1300811, at *4 (S.D.N.Y. Mar. 21, 2019) (quoting *Traguth v. Zuck*, 710 F.2d 90, 96 (2d Cir. 1983)).

II. Motion for Leave to Amend the Complaint

When a party seeks to amend a pleading after the 21-day window permitting amendment "once as a matter of course" (Rule 15(a)(1)), that party must seek permission from the Court. *See* Fed. R. Civ. P. 15(a)(2). In those instances, courts "should freely give leave when justice so requires." *Id.* The decision to grant or deny an opportunity to amend is a matter of discretion for the Court, and the Court should deny leave to amend if amendment: (1) would cause undue delay; (2) is the product of bad faith or dilatory motive; (3) is requested after repeated failures to cure deficiencies in previously allowed amendments; (4) would exert undue prejudice on the opposing party; or (5) would be futile. *See Foman v. Davis*, 371 U.S. 178, 182 (1962).

DISCUSSION

As previously mentioned, there are two motions before the Court. The Court begins with the motion for judgment on the pleadings before turning to Plaintiff's motion for leave to amend.

I. Judgment on the Pleadings

Defendants argue that they are entitled to judgment as a matter of law and Plaintiff's claims should be dismissed for failure to state a claim because Defendants did not violate the FDCPA and Plaintiff does not adequately plead a breach of fiduciary duty. ECF No. 22-7 at 15–20; ECF No. 23-1 at 6–9.

Plaintiff responds that judgment on the pleadings is inappropriate here because "numerous factual disputes exist, particularly concerning the validation of the debt, the ownership of the debt, and fiduciary breaches under trust law." ECF No. 30 at 2.

A. Defendants Verified Plaintiff's Debt and Therefore did not Violate the FDCPA

The FDCPA sets out "to eliminate abusive debt collection practices by debt collectors," and "protect consumers against debt collection abuses." *Vincent v. Money Store*, 736 F.3d 88, 96 (2d Cir. 2013) (quoting 15 U.S.C. § 1692(e)). "To further these ends, the FDCPA establishes certain rights for consumers whose debts are placed in the hands of professional debt collectors for collection." *Id.*; *DeSantis v. Computer Credit, Inc.*, 269 F.3d 159, 161 (2d Cir. 2001). Among those rights, and particularly relevant here, are rights for consumers who dispute a debt. If the consumer notifies the debt collector that "the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor," then the debt collector must "cease collection of the debt . . . until the debt collector obtains verification of the debt . . . and a copy of [the verification material] is mailed to the consumer." 15 U.S.C. § 1692g(b).

The parties are correct that the Second Circuit has yet to delineate what is, or is not, "verification of the debt," but district courts within this Circuit provide ample guidance. Taken together, courts have held that verification of a debt requires only "a written statement that the amount being demanded is what the creditor is claiming is owed; the debt collector is not required to keep detailed files of the alleged debt." *Stonehart v. Rosenthal*, No. 01-cv-651, 2001 WL 910771, at *7 (S.D.N.Y. Aug. 13, 2001). Effectively, courts in this Circuit have held that a written statement that shows the debt, original creditor, the debt collector, and other basic information is sufficient for verifying a debt. *See*, *e.g.*, *Stonehart*, 2001 WL 910771, at *7 ("a computer printout that sufficiently informed [plaintiff] of the services provided . . . the dates on which the charges were incurred, and the amount of her debts," was sufficient verification for purposes of Section 1692g); *Hawkins–El v. First American Funding*, 891 F. Supp. 2d 402, 405 (E.D.N.Y. 2012) ("copies of the note and mortgage, the agreement assigning the mortgage from [original creditor] to [debt collector]," and a letter explaining that the original creditor assigned the debt to the debt collector were sufficient verification). Of particular note, the court in *Breen v. Howard Lee Schiff, P.C.*, held that a debt collector's letter to plaintiff "which enclosed a copy of the Plaintiff's Discover Card Statement unequivocally satisfied its obligation under the FDCPA to verify the debt." No. 11-cv-1183, 2012 U.S. Dist. LEXIS 85340, at *9 (D. Conn. June 20, 2012).

Here, among the exhibits Plaintiff attaches to his complaint are two letters from Defendants. *See* ECF No. 1-2 at 19–25. Those letters informed Plaintiff that: (1) Plaintiff was the accountholder; (2) Credit One was the original creditor; (3) Resurgent was the current owner of the debt and explained the relationship between Resurgent and Credit Control; (4) Plaintiff's current balance was approximately $2,400.00, based on his last two credit card statements, which were included in the letters; (5) Credit One was the "charge-off creditor" for the account; (6) Credit One transferred the debt to Resurgent; and (7) Resurgent retained Credit Control to service the account. *Id.*

In light of these letters, Defendants argue that they are entitled to judgment as a matter of law because they provided Plaintiff with verification of the debt that complied with Section 1692g of the FDCPA and, therefore, did not violate the FDCPA. ECF No. 22-7 at 18–19; ECF No. 23-1 at 9. Plaintiff does not dispute that Defendants sent him verification material in April 2024. Instead, he alleges that the verification material is insufficient in light of the "specific verification requirements" he demanded in his "Proof of Claim Self-Executing Contract and Affidavit High Prerogative Writ of Quo Warranto." *See* ECF No. 30 at 10–13; ECF No. 31 at 11–15. In effect, Plaintiff alleges that Defendants violated the FDCPA, when they provided only some of the information that Plaintiff demanded in the pseudo-legal documents he sent them. In fact, Plaintiff's mere assertion that the verification materials he received are insufficient does not satisfy his burden of pleading facts to support his FDCPA claims. *See Hakobyan v. Midland Credit Mgmt., Inc.*, No. 22-cv-5609, 2023 U.S. Dist. LEXIS 218300, at *6 (E.D.N.Y. Dec. 7, 2023) (plaintiffs fail to state a plausible claim "where plaintiff's sole support for [their] theory that defendant violated the FDCPA is that defendant is 'not authorized by' agreement or law to collect this debt").

Here, Defendants sent Plaintiff verification material that shows, unambiguously, that they have an ownership interest in the subject debt and that satisfies the requirements of FDCPA Section 1692g(b). That verification material also shows, unambiguously, that Defendants likely sent more information than necessary under the FDCPA. Accordingly, even in the light most favorable to Plaintiff, his FDCPA claims "are contradicted by documents [he] made a part [of his complaint]," and do not plausibly allege that Defendants violated the FDCPA. *See Wells Fargo Bank, N.A.*, 127 F. Supp. 3d at 168.

B. Defendants did not Owe a Fiduciary Duty to Plaintiff

Construed liberally, Plaintiff's complaint attempts to craft a breach of fiduciary duty claim out of federal law. *See* ECF No. 1 at ¶¶ 5, 33–35; ECF No. 22-7 at 19 ("Plaintiff's theory of a breach of fiduciary duty is rooted in 12 U.S.C. § 504"). However, at best, Plaintiff's breach of fiduciary duty claim asserts a violation of state common law. *See Grund v. Delaware Charter Guarantee & Tr. Co.*, 788 F. Supp. 2d 226, 235 (S.D.N.Y. 2011) ("actions for breach of fiduciary duty are traditionally matters of state law"). The Court does not have an independent basis for jurisdiction over these claims,[3] but that "does not require automatic dismissal for lack of subject matter jurisdiction." *Olle v. Columbia Univ.*, 332 F. Supp. 2d 599, 620 (S.D.N.Y. 2004), *aff'd*, 136 F. App'x 383 (2d Cir. 2005). Indeed, district courts "may, at [their] discretion, exercise supplemental jurisdiction over state law claims even where it has dismissed all claims over which it had original jurisdiction." *Parker v. Delia Rocco*, 252 F.3d 663, 666 (2d Cir. 2001); 28 U.S.C. § 1367(c)(3) (a district court "may decline to exercise supplemental jurisdiction over a claim . . . if . . . [it] has dismissed all claims over which it has original jurisdiction").

When deciding whether to exercise supplemental jurisdiction over state law claims, the court should consider "factors such as judicial economy, convenience, fairness, and comity." *Marcus v. AT&T Corp.*, 138 F.3d 46, 57 (2d Cir. 1998). Also relevant for courts considering whether to exercise supplemental jurisdiction is whether the state law claims arise out of the same operative facts as the federal claims. *See Treglia v. Town of Manlius*, 313 F.3d 713, 723 (2d Cir. 2002) (the exercise of supplemental jurisdiction was proper where plaintiff's state and

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[3] The Court acknowledges that Plaintiff and Defendants are citizens of different states. *See* ECF No. 1 ¶ 13. However, the amount in controversy for this case, approximately $2,393.54, is far below the amount necessary to confer original jurisdiction over Plaintiff's state law claims. *See* 28 U.S.C. § 1332(a) (establishing district courts' original jurisdiction "where the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs," and the parties are citizens of different states).

federal claims arose "out of approximately the same set of events"). And, whether the exercise of supplemental jurisdiction would require this Court to resolve novel or unsettled issues of state law. *Kroshnyi v. U.S. Pack Courier Servs., Inc.*, 771 F.3d 93, 102 (2d Cir. 2014) (where the state-law issues at hand were not "so groundbreaking as to preclude the exercise of jurisdiction," the exercise of supplemental jurisdiction was proper).

Here, declining jurisdiction over Plaintiff's state-law fiduciary duty claim—which arises out of the same operative facts as his FDCPA claim—would frustrate judicial efficiency and fairness, as there would likely be "hardship to [all] parties should plaintiff be forced to re-file in state court." *Id.* Further, Plaintiff's fiduciary duty claim is simple and not "so groundbreaking as to preclude the exercise of supplemental jurisdiction." *Id.* Accordingly, this Court will exercise supplemental jurisdiction over Plaintiff's state law claim.

In the exercise of such jurisdiction, the Court finds that Plaintiff's perfunctory assertion that Defendants breached a fiduciary duty is also insufficient to state a claim upon which relief can be granted.

To plausibly allege a breach of fiduciary duty claim, a plaintiff must show: (1) the existence of a fiduciary relationship; (2) defendant's knowing participation misconduct; and (3) damages directly caused by that misconduct. *SCS Commc'ns, Inc. v. Herrick Co.*, 360 F.3d 329, 342 (2d Cir. 2004); *see also Repicci v. Jarvis*, No. 22-3098-CV, 2023 WL 8594049, at *2 (2d Cir. Dec. 12, 2023). "A debtor-creditor relationship, standing alone, does not create a fiduciary duty of the latter to the former." *Werner v. Selene Fin., LLC*, No. 17-cv-6514, 2019 WL 1316465, at *10 (S.D.N.Y. Mar. 22, 2019).

Plaintiff's fiduciary duty claims stem from his allegations that Defendants breached a fiduciary duty by their "unauthorized use of the trust property without compensation to the trust or its beneficiaries." ECF No. 1 ¶ 19. But, there is nothing in his complaint to support these claims. Plaintiff does not adequately allege a fiduciary relationship because, the legal entity that Plaintiff relies on (a "Precedent Vested Estate") does not exist—the existence of a fiduciary relationship between Defendants and a fictious legal entity is implausible. Moreover, the existence of a fiduciary relationship is a legal conclusion, which the Court must disregard in this posture. *L-7 Designs, Inc.*, 647 F.3d at 430; *see also In re Genger*, No. 24-cv-7072, 2025 WL 835795, at *7 (mere allegations that a fiduciary relationship existed between two parties "is a legal conclusion and does not plausibly plead the existence of a fiduciary relationship").

At bottom, Defendants did not owe Plaintiff a fiduciary duty and Plaintiff does not state a plausible claim. Even if the Court accepts all factual allegations in the complaint as true and draws all reasonable inferences in Plaintiff's favor, even if the Court construes Plaintiff's complaint liberally, and even if, for the avoidance of doubt, the Court suspends reality and accepts that there is a plausible fiduciary relationship between Plaintiff and Defendants, Plaintiff fails to demonstrate that Defendants have engaged in any misconduct. As discussed above, *see* Part I.A, *supra*, Defendants have not violated the FDCPA or any other law in connection with their efforts to collect the debt Plaintiff owes. Stated otherwise, no matter how liberally the Court construes Plaintiff's complaint, Plaintiff cannot satisfy a single element necessary to his fiduciary duty claims. Accordingly, Plaintiff fails to state a claim for which relief can be granted.

II. Motion for Leave to File a Second Amended Complaint

As stated previously, Plaintiff's motion for leave to file a second amended complaint is also before the Court. Plaintiff seeks to amend his complaint "to clarify legal theories, supplement factual allegations, and add claims" under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.*, the Truth in Lending Act ("TILA"), 15 U.S.C. § 1601, *et seq.*, the Uniform Commercial Code ("UCC"), and common law. ECF Nos. 71–75.

Though amendment should generally be granted freely, the Court should deny leave to amend if amendment: (1) would cause undue delay; (2) is the product of bad faith or dilatory motive; (3) is requested after repeated failures to cure deficiencies in previously allowed amendments; (4) would exert undue prejudice on the opposing party; or (5) would be futile. *See Foman*, 371 U.S. at 182. "Granting leave to file an amended complaint is futile where the claims therein would not survive a motion to dismiss." *Callon Petroleum Co. v. Natl. Indem. Co.*, No. 06-cv-573, 2009 WL 2707304, at *2 (E.D.N.Y. Aug. 24, 2009).

Here, Plaintiff's proposed amendments would be futile—no cause of action that Plaintiff proposes would survive a motion to dismiss. Plaintiff's proposed claims do not have a basis in law and his pseudo-legal claims are meritless. Any claims under the FCRA are futile because Plaintiff cannot plausibly allege that Defendants (debt collectors) are subject to statutory obligations for credit reporting agencies. Nor can Plaintiff plausibly allege that Defendants are liable under TILA, as that Act concerns consumer protection from predatory loan practices, which are not relevant here. Plaintiff's proposed claims under the UCC are meritless, as "the UCC is not a federal law or any other binding statutory body whatsoever; it is an aggregated statutory model, whose provisions may be codified by individual states and does not provide a basis for this court's jurisdiction in this action." *Gerken v. Capital One Fin. Corp.*, No. 24-cv-1423, 2024 WL 5378958, at *3 (N.D.N.Y. Nov. 27, 2024), *report and recommendation adopted*, 2025 WL 47962 (N.D.N.Y. Jan. 8, 2025); *Odums v. Niblack*, No. 22-cv-7230, 2024 WL 4665268, at *5 (E.D.N.Y. Nov. 4, 2024) (the UCC "is not a federal law and does not confer any federal cause of action").

Where, as here, "the plaintiff is unable to demonstrate that he would be able to amend his complaint in a manner which would survive dismissal, opportunity to replead is rightfully denied." *Hayden v. Cnty. of Nassau,* 180 F.3d 42, 52 (2d Cir. 1999). Accordingly, the Court denies Plaintiff's motion for leave to file a second amended complaint.

CONCLUSION

For the foregoing reasons, Defendants' motions for judgment on the pleadings, pursuant to Fed. R. Civ. P. 12(c), ECF Nos. 22, 23, are GRANTED, and Plaintiff's complaint is dismissed with prejudice. Plaintiff's motion for leave to file a second amended complaint, pursuant to Fed. R. Civ. P. 15(a)(2), ECF No. 71, is DENIED, as amendment would be futile.

The Clerk of Court is respectfully directed to enter judgment consistent with this Order, close this case, and mail this Order to *pro se* Plaintiff and to note the mailing on the docket.

SO ORDERED.

/s/ Hector Gonzalez
HECTOR GONZALEZ
United States District Judge

Dated: Brooklyn, New York
September 23, 2025