

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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RONALD SATISH EMRIT ,

Plaintiff,

v.

WISCONSIN SUPREME COURT, et al.

Defendants.

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OPINION & ORDER

Case No. 15-cv-492-wmc

Plaintiff Ronald Satish Emrit has filed a proposed civil complaint. As he is proceeding without prepayment of the filing fee, the court is required to screen the complaint under 28 U.S.C. § 1915 to determine whether he may proceed with the case. As a *pro se* litigant, he is held to a “less stringent standard” in crafting pleadings. *Haines v. Kerner*, 404 U.S. 519, 520 (1972). Even under a relaxed pleading standard, however, Emrit may not proceed with this lawsuit.

#### BACKGROUND

Plaintiff’s complaint arises from his attempt to take the Wisconsin bar examination in 2010. Emrit alleges that he paid the filing fee for the bar examination by submitting a check from his mother’s checking account, but later submitted a “stop payment” on the check. He further alleges that the Wisconsin Supreme Court still required him to pay the fee, and did not allow him to take the July 2010 bar exam.

Plaintiff claims that these actions amounts to a breach of contract, and he names the Wisconsin Supreme Court, the American Bar Association (“ABA”) and the National

Conference of Bar Examiners (“NCBE”) as defendants. Plaintiff does not, however, properly allege that federal jurisdiction exists. Even if he had, he fails to state a claim.

## OPINION

A federal court is one of limited jurisdiction. Generally, this court may only consider cases: (1) that arise under federal law, 28 U.S.C. § 1331; or (2) in which the parties in suit are citizens of different states and the amount in controversy is greater than \$75,000, 28 U.S.C. § 1332. Plaintiff’s complaint does not implicate any federal law or constitutional right that would provide this court with jurisdiction under § 1331. Rather, he alleges only a breach of contract claim against the Wisconsin Supreme Court, which is a claim arising under state law.

This only leaves § 1332 as a possible basis for the court to exercise jurisdiction. Plaintiff appears to be a citizen of Wisconsin, but he has not included allegations about the citizenship of any of the defendants. While the ABA is likely not domiciled in Wisconsin, the Wisconsin Supreme Court NCBE may well be, assuming that the Wisconsin Supreme Court is even a suable entity. Regardless, plaintiff includes *no* allegations that would suggest that the amount in controversy in this case is greater than \$75,000. On the contrary, any claim for damages beyond the filing fee itself would appear to be wildly speculative.

Even if he had properly alleged the jurisdictional requirements of § 1332, his allegations do not support his breach of contract claim, which consists of three elements: “(1) the existence of a contract creating obligations flowing from defendant to plaintiff; (2)

a breach of those obligations; and (3) damages from the breach.” *Northwestern Motor Car, Inc. v. Pope*, 51 Wis. 2d 292, 296 (1971). Reading plaintiff’s complaint generously, one could infer that when he submitted the fee to the Wisconsin Supreme Court, he and the defendants entered into a contract that permitted him to take the bar examination in exchange for the fee. As to the second element, however, plaintiff has pled himself out of court. By alleging that he stopped payment on the check, he -- not the defendants -- breached his obligation to pay the fee first. As he failed to comply with his own, admitted obligation under the contract, the defendants had no obligation to allow him to take the bar examination. Accordingly, plaintiff has failed to state a claim.

For all these reasons, his complaint must be dismissed.

ORDER

IT IS ORDERED that Plaintiff Ronald Emrit’s Motion for Leave to Proceed (dkt. #2) is DENIED, and this lawsuit is dismissed.

Entered this 7th day of December, 2016.

BY THE COURT:

/s/

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WILLIAM M. CONLEY  
District Judge