18-0337

United States Court of Appeals
for the Second Circuit

SUNG CHO, NAGLE WASHRITE LLC, DAVID DIAZ, and JAMEELAH EL-SHABAZZ, on behalf of themselves and all others similarly situated,

Plaintiffs-Appellants,

against

CITY OF NEW YORK, BILL DE BLASIO, in his official capacity as Mayor of the City of New York, NEW YORK CITY POLICE DEPARTMENT, JAMES P. O'NEILL, in his official capacity as New York City Police Commissioner, NEW YORK CITY LAW DEPARTMENT, and ZACHARY W. CARTER, in his official capacity as Corporation Counsel of the City of New York,

Defendants-Appellees.

On Appeal from the United States District Court
for the Southern District of New York

BRIEF FOR APPELLEES

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PRELIMINARY STATEMENT

Where plaintiffs' complaint alleged that state court judgments implementing their settlement agreements caused their injuries and sought to have those agreements declared invalid and unenforceable, the United States District Court for the Southern District of New York (Carter, J.) correctly determined that the *Rooker-Feldman* doctrine required it to dismiss the case. This Court should affirm.

The *Rooker-Feldman* doctrine holds that federal district courts lack appellate jurisdiction over state court judgments. Thus, where parties—like plaintiffs here—ask a district court to exercise *de facto* appellate power by reviewing and rejecting a state court judgment, the court must dismiss the claim for lack of subject matter jurisdiction. That is what the district court did here.

Plaintiffs' attempts to show error in that dismissal run into a host of legal and factual obstacles. The most formidable of those obstacles is their own complaint. Plaintiffs' pleadings make clear that they are asking the district court to reject the state courts' judgments in this matter. This is exactly what the *Rooker-Feldman* doctrine says a district court may not do.

ISSUE PRESENTED FOR REVIEW

Did the district court correctly dismiss plaintiffs' complaint under the *Rooker-Feldman* doctrine after concluding that plaintiffs sought to remedy injuries alleged to be caused by state court judgments by asking a federal district court to review and reject those judgments?

STATEMENT OF THE CASE

A. New York City's nuisance abatement law

In 1977, the New York City Council enacted the Nuisance Abatement Law (N.Y.C. Admin. Code §§ 7-701 *et seq*.) with the express purpose of addressing the serious problems created by flagrant violations of the laws and regulations forbidding prostitution, gambling, illegal drugs, stolen property, and more. N.Y.C. Admin. Code § 7-701. The Council found that such illegality "interfere[d] with the quality of life, property values and the public health, safety, and welfare" and that its continued occurrence was "detrimental to the health, safety, and welfare of the people of the city and of the businesses thereof and visitors thereto." *Id*.

The Administrative Code specifically defines what qualifies as a public nuisance. For instance, any building where there have been three or more violations of specific provisions in the penal law related to

controlled substances within one year qualifies as a public nuisance. N.Y.C. Admin. Code § 7-703(g). Likewise, any building where there have been two or more violations of certain penal law provisions relating to stolen property within a year is a public nuisance. *Id.* at § 7-703(m).

Under the Administrative Code, the Corporation Counsel is authorized to bring and maintain an action in Supreme Court to permanently enjoin public nuisances, as well as to permanently enjoin the person or persons conducting, maintaining, or permitting such public nuisances from continuing those nuisances. N.Y.C. Admin. Code § 7-706. The Corporation Counsel is also authorized to seek civil penalties of up to $1,000 for each day such public nuisances have been intentionally conducted, maintained, or permitted. *Id.*

At the time of the events described in the complaint, the law provided that the City could obtain a temporary restraining order *ex parte* against "further conducting, maintaining or permitting the public nuisance" where the City could "show by clear and convincing evidence that a public nuisance within the scope of this article is being conducted, maintained or permitted and that the public health, safety

or welfare immediately requires a temporary restraining order." N.Y.C. Admin. Code § 7-710(a). The City could also obtain a temporary closing order pending the hearing of a preliminary injunction where "public health, safety or welfare immediately requires a temporary closing order." *Id.* at § 7-709(a).

Since the events alleged in plaintiffs' suit (described below), the City Council has amended the nuisance abatement law in several ways. For instance, *ex parte* temporary closing orders are now available only where the nuisance is prostitution (as defined in N.Y.C. Admin. Code § 7-703(a)) or a dangerous and uninhabitable building (as defined in N.Y.C. Admin. Code § 7-703(d) and (e)). *See* Local Law 32 of 2017 (amending N.Y.C. Admin. Code § 7-709(a)). *Ex parte* temporary closing orders are no longer possible in situations where the nuisance was created by sales of drugs or stolen goods. In addition, new sections of the law forbid the closure of any business or deprivation of any property right if the defendant "was not aware of, should not have been aware of, and had no reason or duty to be aware of the public nuisance addressed by such disposition or order." *See* N.Y.C. Admin. Code §§ 7-725, 7-726. Finally, the law has been amended so that individuals may be excluded

from property only in limited circumstances and, even then, only for a limited time. *See* N.Y.C. Admin. Code § 7-723.

B. Plaintiffs' allegations

1. State court proceedings for Jameelah El-Shabazz

On September 27, 2011, NYPD brought an *ex parte* application under the nuisance abatement laws to close Jameelah El-Shabazz's residence based on three incidents involving controlled substances at her home (A. 72). According to the affidavit supporting the application, NYPD had twice conducted controlled buys of drugs at the apartment, and a subsequent criminal court search warrant resulted in the recovery of alleged cocaine and marijuana in the residence (A. 77–78). El-Shabazz alleges that no cocaine was actually found in the home and that police had misidentified powdered eggshells that she used for religious purposes (A. 32).[1] NYPD's application sought a preliminary

[1] El-Shabazz sued the City of New York for wrongful arrest and false imprisonment arising out of this incident (A. 32). The matter settled, with El-Shabazz receiving $12,500 and her son (who was also arrested) receiving $25,000 (A. 32, 144). As part of that settlement, El-Shabazz executed a general release on February 3, 2012 in which she agreed to waive all claims against defendants, known or unknown, based on any event occurring on or before the date of the release (A. 144).

injunction and temporary restraining order preventing the use of the premises for the sale of narcotics, and an order temporarily closing the premises to all activity pending the Court's ruling on the application for the emergency relief (A. 73–74). A justice of the Bronx Supreme Court signed NYPD's Order to Show Cause allowing the apartment to be closed on September 27, 2011, and scheduled a hearing on the request for a preliminary injunction for two days later, on September 29, 2011 (A. 72, 74). El-Shabazz was represented by legal counsel who filed papers opposing the City's action (A. 33, 114).

Instead of proceeding to the hearing, the parties agreed to settle the matter and negotiated a stipulation of settlement (A. 140). In settling the civil nuisance abatement action, El-Shabazz agreed to a permanent injunction against her apartment being used or occupied for the purpose of any activity covered by the nuisance abatement law and to exclude her adult son Akim from the premises (A. 33, 141). On September 29, 2011—more than five years before the present lawsuit was filed—the settlement agreement was so-ordered by a justice of the Bronx Supreme Court (A. 143).

2. State court proceedings for David Diaz

On September 4, 2013, NYPD filed an *ex parte* application to close plaintiff David Diaz's residence after NYPD investigations found that narcotics were being dealt from the home (A. 146). Specifically, the NYPD affidavit explained that police had conducted two controlled drug purchases from the apartment before executing a criminal court search warrant on the apartment that recovered cocaine, an air pistol, and other contraband (A. 29, 151–52). In addition to the emergency closing order, NYPD sought a preliminary injunction and temporary restraining order preventing the use of the premises for the sale of narcotics (A. 147–48). A justice of the Bronx Supreme Court granted NYPD the emergency temporary closing order and scheduled a hearing on the remaining requests for relief for two days later (A. 146, 148). Upon service of the temporary orders, members of the NYPD did not enforce the temporary closing order, allowing Diaz and his family to remain in the apartment (A. 30).

Rather than proceed to a hearing, Diaz entered into a settlement agreement discontinuing the state court action (A. 198). In doing so, Diaz agreed to entry of a permanent injunction forbidding his

apartment from being used or occupied for the purpose of possessing or selling cocaine, or any other activity in violation of Article 220 of the state Penal Law (A. 199). The stipulation also included a provision that several individuals arrested the day of the search warrant, including Diaz's adult brother, were prohibited from entering the residence (A. 30–31, 199). On September 6, 2016—more than three years before commencement of this lawsuit—a justice of the Bronx Supreme Court so-ordered the stipulation of settlement, as was required for the stipulation to become legally effective (A. 199–200).

3. State court proceedings for Sung Cho

In December 2013, NYPD brought a nuisance abatement action against Nagle Washrite LLC, a laundromat and limited liability company whose sole member is plaintiff Sung Cho (A. 201). The action was predicated on NYPD's awareness from undercover operations of several incidents of stolen property being sold inside the premises (A. 207). NYPD sought an *ex parte* temporary order closing the commercial establishment and restraining its use for the sale of stolen property (A. 202–03). The Court granted some immediate relief, but denied NYPD's request to close the establishment (A. 203). The Court

set a hearing on NYPD's request for injunctive relief for December 24, 2013, three days after the signed Order to Show Cause was served on Cho (A. 202).

Cho, who was represented by an attorney, agreed to settle the matter before the hearing, and negotiated a stipulation of settlement (A. 250). In full settlement of the action, Cho agreed to permit NYPD to search the laundromat for the purpose of ensuring that the subject premises is being operated as a legitimate establishment and not being used for any illegal activity, install security cameras (which NYPD would be permitted to access), and pay a $2,000 civil penalty (A. 251–52, 254). Cho also agreed that the stipulation would be part of the sale, assignment, transfer, or sublease of the premises and that it would apply to any successors who obtained an interest in the premises (A. 252, 254–55). On December 23, 2013, the stipulation was so-ordered by a justice of the New York Supreme Court (A. 256).

C. District court proceedings

1. Plaintiffs' complaint

On October 12, 2016 plaintiffs filed suit in the United States District Court for the Southern District of New York on behalf of

themselves and a putative class alleged to be injured by the City's settlement of actions brought under the nuisance abatement law (A. 15). The complaint alleges that the settlement agreements entered in these cases "constitute an ongoing injury to Plaintiffs" (A. 33).

The complaint alleges eight counts, each claiming a violation of constitutional rights under 42 U.S.C. § 1983, including failure to hold a pre-seizure hearing, failure to afford a defense based on innocence, coercive waiver of the right to be free from warrantless searches, and coercive waiver of the right to familial association (A. 54–63). The complaint also sought certification for two classes and three subclasses of individuals who were alleged to be harmed by the City's purportedly unconstitutional conduct (A. 38–53, 64).

In terms of relief, the complaint repeatedly requests the federal district court to declare the settlement agreements so-ordered by the New York State Supreme Court to be invalid, unconstitutional, and unenforceable (A. 39, 42, 45–46, 49, 52, 55, 57, 58, 59, 60, 61, 62, 63, 65–66, 67). The complaint also seeks injunctions barring the City from enforcing the terms of any such agreements already reached or seeking similar terms in future cases (A. 39, 42, 45–46, 49, 52, 66–67). Finally,

the complaint sought $10 in nominal damages for each named plaintiff and an award of attorney's fees (A. 67).

2. The district court's dismissal of the complaint for lack of jurisdiction under the *Rooker-Feldman* doctrine

The City moved to dismiss the complaint for a host of procedural and pleading infirmities, including that (1) the claims of El-Shabazz and Diaz were barred by the statute of limitations; (2) the claims of El-Shabazz were barred by the terms of the general release she signed in connection with the settlement of her prior civil rights action; (3) plaintiffs failed to allege that they did not sign their stipulations knowingly and voluntarily, or that they were unaware of the terms to which they agreed; (4) plaintiffs lacked standing for the prospective injunctive relief they seek; and (5) plaintiffs had adequate remedies to challenge their stipulations at state law (ECF #46 at 8). At oral argument on the motion, the district court (Carter, J.) *sua sponte* raised the question of whether the court had subject matter jurisdiction over the case under the *Rooker-Feldman* doctrine (ECF #64 at 65–66). The court subsequently ordered supplemental briefing on the question (A. 257). While the City's position adopted on the fly at oral argument

was that *Rooker-Feldman* did not apply here (ECF #64 at 66), on further reflection, the City submitted a brief arguing that the court lacked subject matter jurisdiction over the case (ECF #66).

The district court agreed and dismissed the case without prejudice for lack of subject matter jurisdiction (A. 269–70). The court found that the gravamen of plaintiffs' complaint was a challenge to the validity and enforceability of the state court judgments to which they had agreed (A. 268–69). Moreover, the court found that the injuries plaintiffs claimed arose from those judgments and would not exist but for the judgments (A. 267). Thus, because the complaint sought to have a federal district court review and reject the judgments of the state courts, the *Rooker-Feldman* doctrine deprived the court of subject matter jurisdiction (A. 268–69).

SUMMARY OF ARGUMENT

The district court correctly dismissed plaintiffs' complaint for lack of subject matter jurisdiction under the *Rooker-Feldman* doctrine. The complaint plainly invited the federal district court to exercise *de facto* appellate review over state court judgments. The Court should reject plaintiffs' attempts to obscure that fact.

Four requirements must be satisfied before the *Rooker-Feldman* doctrine precludes a district court's subject matter jurisdiction. All four have been met here. First, plaintiffs lost in state court. Their claims arise from so-ordered stipulations of settlement that plaintiffs allege violate their constitutional rights. Courts have consistently and uniformly held that claims arising from such settlements satisfy the first *Rooker-Feldman* requirement. Plaintiffs all but ignore these authorities and instead urge the Court to adopt a new rule that *Rooker-Feldman* only applies to parties who were in a position to appeal in the state court. But this new rule finds no support in the cases they cite and runs counter to the jurisdictional concerns that animate the *Rooker-Feldman* doctrine. State rules governing appeals do not trump the jurisdictional prohibition against district courts exercising *de facto* appellate review over state court judgments.

Second, plaintiffs' claimed injuries were directly caused by the state court judgments. Plaintiffs' complaint and their legal arguments make clear that their allegations assert injuries arising from the stipulated settlements so-ordered by the state courts. Moreover, it is clear that the gravamen of plaintiffs' complaint—that the so-ordered

settlement agreements subject them to allegedly unconstitutional restrictions—derives entirely from the defendants' ability to enforce the terms of the settlement agreements. This is made clearer by the fact that the relief plaintiffs request is a declaration that the agreements are invalid and unenforceable. Plaintiffs' attempts to recast their claim as alleging harm arising solely from the negotiations of the stipulations of settlement are defeated by their inability to locate any injury outside the terms of the so-ordered agreements.

Third, plaintiffs invited the district court to review and reject the state court judgments. In more than a dozen separate instances in their complaint, they ask the court to find their agreements unenforceable, invalid, or both. Because plaintiffs seek to reverse or invalidate state court judgments in federal district court, it is clear that they are inviting the court to review and reject those judgments. Plaintiffs cannot escape their own pleadings by arguing that they are only seeking to bar the City from enforcing certain portions of those judgments. Given the jurisdictional nature of the *Rooker-Feldman* doctrine, there is no sound basis to distinguish the review and rejection of part of a judgment from review and rejection of the entire judgment.

Fourth, the state court judgments preceded the commencement of the federal action. There is no dispute on this point, nor could there be. The state-court judgments at issue here were all so-ordered between two and five years before plaintiffs commenced their federal action.

Finally, plaintiffs' concerns about the possible effects of applying the *Rooker-Feldman* doctrine here on state preclusion law and the scope of federal jurisdiction are misguided. Plaintiffs seem to claim that federal district courts should be able to grant the same relief that state courts would. But in any case where *Rooker-Feldman* applies, the federal district court is declining to exercise appellate review over a state court judgment and grant relief, even though the state courts could exercise such review and grant the appropriate relief. Nor is there any merit in plaintiffs' claim that applying *Rooker-Feldman* here will create a class of federal constitutional claims that can only be raised in state court. Subject to other procedural and pleading issues, plaintiffs are free to challenge the City's enforcement of the nuisance abatement laws and seek damages for any injuries they suffered as a result of that enforcement. What they may not do is go to a federal district court and ask it to review and reject a state court judgment. Because that is what

plaintiffs did here, the district court correctly applied the *Rooker-Feldman* doctrine and dismissed their complaint for lack of subject matter jurisdiction.

ARGUMENT

THE DISTRICT COURT CORRECTLY HELD THAT THE *ROOKER-FELDMAN* DOCTRINE DEPRIVED IT OF SUBJECT MATTER JURISDICTION

The *Rooker-Feldman* doctrine stands for the "clear principle that federal district courts lack jurisdiction over suits that are, in substance, appeals from state-court judgments." *Hoblock v. Albany Cty. Bd. of Elections*, 422 F.3d 77, 84 (2d Cir. 2005); *see also D.C. Court of Appeals v. Feldman*, 460 U.S. 462, 476 (1983); *Rooker v. Fid. Tr. Co.*, 263 U.S. 413, 416 (1923). The doctrine arises from the fact that federal district courts are empowered to exercise only original, not appellate, jurisdiction. *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 283–84, 291–92 (2005); *Hoblock*, 422 F.3d at 85. In the federal system, only the Supreme Court is granted appellate jurisdiction over state court judgments. *Id.* Because the doctrine is jurisdictional, it does not matter why a plaintiff is seeking to challenge a state judgment in federal court. *Iqbal v. Patel*, 780 F.3d 728, 729 (7th Cir. 2015). "The

reason a litigant gives for contesting the state court's decision cannot endow a federal district court with authority; that's what it means to say that the *Rooker-Feldman* doctrine is jurisdictional." *Id.*

This Circuit has set out a four-part test for when the *Rooker-Feldman* doctrine applies. The four requirements for applying *Rooker-Feldman* are: (1) the federal-court plaintiffs lost in state court; (2) the injuries the plaintiffs allege were caused by the state court judgment; (3) the plaintiffs invite the district court to review and reject the state court judgment; and (4) the state court judgment preceded the commencement of the federal action. *Hoblock*, 422 F.3d at 85; *accord Exxon Mobil Corp.*, 544 U.S. at 284 (holding that *Rooker-Feldman* applies to "cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments"). The first and fourth requirements are procedural while the second and third requirements are substantive. *Hoblock*, 422 F.3d at 85.

Plaintiffs' complaint here satisfies all four requirements of the *Rooker-Feldman* doctrine. There is no dispute that the fourth

requirement concerning timing has been met here. The state-court judgments at issue were all so-ordered between September 2011 and December 2013 (A. 140, 198, 250), while the federal complaint was not filed until October 2016 (A. 15). Thus, plaintiffs must make their stand by challenging the other three requirements. But no matter how much plaintiffs try to muddy the waters, it is clear that they are state-court losers asking the federal district court to review and reject state court judgments in order to remedy injuries alleged to have been caused by those judgments.

A. Plaintiffs lost in state court.

Plaintiffs are "state-court losers" where they claim that their rights were violated by the settlement stipulations so-ordered by the state courts. In the face of clear and apparently unanimous weight of authority on this question, plaintiffs' contrary arguments cannot stand.

This Court and others have treated parties bringing an action arising from state-court-ordered settlement agreements as satisfying the first requirement of the *Rooker-Feldman* doctrine. *See Fraccola v. Grow*, 670 F. App'x 34, 35 (2d Cir. 2016); *Johnson v. Orr*, 551 F.3d 564, 568 (7th Cir. 2008); *Thompson v. Donovan*, No. 13-CV-2988, 2014 U.S.

Dist. LEXIS 146403, at *37 (S.D.N.Y. Oct. 14, 2014); *Reyes v. Fairfield Props.*, 661 F. Supp. 2d 249, 273 (E.D.N.Y. 2009); *Robinson v. Cusack*, No. 05-CV-5318, 2007 U.S. Dist. LEXIS 50073, at *14 (E.D.N.Y. July 10, 2007); *Green v. City of New York*, 438 F. Supp. 2d 111, 119 (E.D.N.Y. 2006); *Wittich v. Wittich*, No. 06-CV-1635, 2006 U.S. Dist. LEXIS 86845, at *9 (E.D.N.Y. Nov. 29, 2006).[2] This rule holds true, even where the party challenging the settlement agreement received a substantial benefit from that settlement. *Robinson*, 2007 U.S. Dist. LEXIS 50073, at *14; *Green*, 438 F. Supp. 2d at 119. "[R]ather than putting the court in the position of evaluating subjectively whether a settlement should be considered a loss, it seems sufficient for plaintiffs to allege that the court-approved settlements somehow violated their rights." *Green*, 438 F. Supp. 2d at 119; *accord Reyes*, 661 F. Supp. 2d at 273. Because plaintiffs' federal actions arise from their so-ordered state court settlements, they fall squarely within this rule.

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[2] Plaintiffs attempt to quibble that some of these cases say that so-ordered settlements qualify as a "judgment" for *Rooker-Feldman* purpose without answering whether the party challenging the judgment is a state-court loser (App. Br. at 42 n.6). That concern may be easily dismissed because each of the cases found that the procedural requirements of the *Rooker-Feldman* doctrine had been satisfied. Thus, the courts necessarily held that a party challenging a settlement stipulation qualified as a state court loser.

In response to this clear authority, plaintiffs argue only that the reasoning articulated in *Green* was dicta (App. Br. at 42). Assuming that to be true, it does nothing for plaintiffs. Even if the statement were not dicta, a district court's reasoning would bind this Court only to the extent it is persuasive. The key point is whether *Green* is soundly reasoned, and plaintiffs offer no cause to doubt the court's logic.

Instead, plaintiffs try to advance the erroneous claim that a party is not a "state-court loser" unless they were in a position to appeal the state court judgment in state court (App. Br. at 39–42). In this argument, plaintiffs reiterate a broader point raised in their brief that because the *Rooker-Feldman* doctrine applies to *de facto* appeals from state court judgments, it cannot apply where no state court appeal is possible (App. Br. at 24–28). This argument fails.

In the first place, the argument is wholly unsupported by the cases that plaintiffs cite. Those cases only support the much narrower proposition that a "state-court loser" must have actually lost in state court. For instance, in *Lance v. Dennis*, 546 U.S. 459, 466 (2006) (App. Br. at 27, 39), the Supreme Court held that the *Rooker-Feldman* doctrine "does not bar actions by nonparties to the earlier state-court

judgment simply because, for purposes of preclusion law, they could be considered in privity with a party to the judgment." Likewise, the district court in *Hege v. Aegon USA, LLC*, 780 F. Supp. 2d 416, 422 (D.S.C. 2011) (App. Br. at 41), found that the *Rooker-Feldman* doctrine did not apply to plaintiffs who were not "true parties" to the state court's order. In neither case did the court link its reasoning to the parties' inability to file a state court appeal. Indeed, the better reading of these holdings is that someone cannot be a loser in a judgment they were not a party to. In *Green v. Mattingly*, 585 F.3d 97, 102 (2d Cir. 2009) (App. Br. at 39–40), this Court held that the plaintiff had not lost in state court where the plaintiff had succeeded in having the Family Court petition against her adjourned in contemplation of dismissal, effectively dismissing the petition. Again, the issue was not that the plaintiff could not appeal from the order; it was that she had actually won in state court and thus could not be a "state-court loser."

Closer examination of the Supreme Court's decision in *Lance* directly refutes plaintiffs' claims regarding its import. The Court noted that it was not addressing "whether there are *any* circumstances, however limited, in which *Rooker-Feldman* may be applied against a

party not named in an earlier state proceeding." *Lance*, 546 U.S. at 466 n.2. It is impossible to square the Court's recognition that there may be instances in which *Rooker-Feldman* would apply to parties who were not named in the state proceeding, with plaintiffs' assertion that only those who can appeal a state court decision (namely, the parties) are subject to *Rooker-Feldman*.

Moreover, the Seventh Circuit has rejected the argument that *Rooker-Feldman* cannot apply to plaintiffs where their state-court remedy would be to return to the trial court rather than to file a direct appeal. *Johnson*, 551 F.3d at 569. In *Johnson*, the court noted that the plaintiff's remedy for an allegedly fraudulently induced consent order was to ask the Illinois circuit court (its court of original jurisdiction) to set aside the agreed order. *Id.* That is exactly the procedural avenue available to plaintiffs here if they sought to pursue it. *See* C.P.L.R. 5015(a)(3) ("The court which rendered a judgment or order may relieve a party from it … upon the ground of … fraud, misrepresentation, or other misconduct of an adverse party.") Just as that fact did not defeat the application of the *Rooker-Feldman* doctrine in *Johnson*, it should not defeat its application here.

At bottom, plaintiffs' argument along these lines is based on a fallacy. They conflate the possibility (or impossibility) of an appeal in state court with the jurisdictional bar against federal district courts exercising the appellate power to reverse or modify state court judgments. But the fact that plaintiffs may not be able to appeal their settlements in state court makes their attempt to take a *de facto* appeal of the settlements in federal court more problematic, not less. State rules governing appeals do not affect the federal-jurisdictional prohibition against district courts reviewing and rejecting state court judgments. Such review equates to the exercise of appellate power, which the district courts lack as matter of jurisdiction.

Consider a scenario in which a state law forbade parties to appeal a certain class of state court judgments. Under plaintiffs' reasoning, that would render any judgment reached under that law immune from the application of *Rooker-Feldman*, even if a plaintiff brought a suit in federal district court explicitly seeking a reversal on the merits of the state court's judgment. But the jurisdiction of the federal courts is not defined by such quirks of state law appellate practice. Rather than binding the doctrine to whether a state appeal is possible, the *Rooker-*

Feldman inquiry looks to whether a plaintiff claims to have been harmed by a state court judgment and seeks the review and rejection of that judgment. *Exxon Mobil Corp.*, 544 U.S. at 284; *Hoblock*, 422 F.3d at 85. There is simply no requirement that the plaintiff also be able to file a state appeal. The fact that plaintiffs were not in a position to file a state court appeal here does not prevent them from being deemed "state-court losers" or preclude the application of the *Rooker-Feldman* doctrine.

B. Plaintiffs' alleged injuries were caused by the state court judgments.

The plaintiffs' complaint alleges injuries that are the direct result of the settlement stipulations so-ordered by the state courts. The key inquiry for this requirement is whether there is a "*causal relationship* between the state-court judgment and the injury of which the party complains in federal court." *McKithen v. Brown*, 481 F.3d 89, 98 (2d Cir. 2007). "[A] federal suit complains of injury from a state-court judgment, even if it appears to complain only of a third party's actions, when the third party's actions are produced by a state-court judgment and not simply ratified, acquiesced in, or left unpunished by it." *Hoblock*, 422

F.3d at 88. As a "rough guide," the fact that the plaintiffs in federal court were defendants in state court "suggests that the losing state-court defendant is likely complaining of injury at the hands of the state court and not injury at the hands of the state-court plaintiff." *Jacobowitz v. City of N.Y. Dep't of Hous. Pres. & Dev.*, No. 07 CV 658, 2007 U.S. Dist. LEXIS 101363, at *15 (E.D.N.Y. Feb. 22, 2007) (citing *Garry v. Geils*, 82 F.3d 1362, 1367 (7th Cir. 1996)).

But the Court need not rely on this rough guide because the plaintiffs clearly and repeatedly identified the source of their injuries in their complaint. They allege: "All of these Plaintiffs are subject to settlement agreements under which they have agreed to perpetual waivers of their constitutional rights. *These agreements constitute an ongoing injury to Plaintiffs*" (A. 33 (emphasis added)). The complaint goes on to explain how the settlement agreements have inflicted and continued to inflict alleged injuries on plaintiffs. Cho alleges that as a result of his stipulation of settlement, he "no longer enjoys the right to exclude police from the premises of his business," "is required to maintain video surveillance cameras on the premises of the business and provide access to those cameras to the police," and "is subject to the

risk that NYPD may impose fines and closing orders at any time without any warning and without any prior opportunity for [Cho] to present a defense to a neutral judge" (A. 34). He further alleges that "the settlement agreement reduces the value of his business" (*id.*).

Diaz, meanwhile, alleges that as a result of his stipulation of settlement, he "is required to permanently exclude his two brothers from his apartment," "his brothers cannot come to the apartment for any reason—even to care for his child," and that "[b]ut for the agreement, [Diaz's] brother Rafael would live with [Diaz] in the apartment" (A. 34–35). Likewise, El-Shabazz alleges that because of her settlement, she "is required to permanently exclude her son from the apartment," "[b]ut for the agreement, [El-Shabazz] would never exclude her son from her home," and "[t]he agreement's provision excluding [El-Shabazz's] son from the apartment has caused [her] a great deal of worry, stress, and upset" (A. 35).

In addition, when opposing the City's motion to dismiss, plaintiffs repeatedly argued that they were injured by the stipulated settlement agreements themselves. They argued that they have standing "because they are currently being injured by the challenged waivers" (ECF #53 at

10–11). They further argued that "Plaintiffs are currently being injured as they are subject to agreements that infringe their constitutional rights" (*id.* at 27). They also urged that their injuries would be redressed if they received "injunctive and declaratory relief that these agreements are unconstitutional and unenforceable" (*id.* at 28). Plaintiffs flatly asserted that they "are injured by the agreements that are currently in force" (*id.* at 28–29). At oral argument, plaintiffs' counsel said that "the ongoing violation in this case is the settlement itself" (ECF #64 at 31).

Courts have held that injuries alleged to have been caused by a so-ordered settlement or judgment—like those alleged by plaintiffs here—satisfy the substantive requirements of *Rooker-Feldman*. *Fraccola*, 670 F. App'x at 35; *Niles v. Wilshire Inv. Group, LLC*, 859 F. Supp. 2d 308, 335 (E.D.N.Y. 2011) ("Plaintiffs' complaint of injuries to themselves, their families and others caused by the state-court foreclosure judgment substantively seeks this court's review and rejection of that judgment."), *report and recommendation adopted*, No. 09-CV-3638, 2012 U.S. Dist. LEXIS 38597 (Mar. 21, 2012). It is only now that the *Rooker-Feldman* doctrine has entered into their considerations that plaintiffs seek to

relocate the cause of their injuries somewhere other than the so-ordered settlement agreements. But plaintiffs cannot run from their own complaint, nor from the arguments that they made to the district court.

All that aside, it is clear that the gravamen of plaintiffs' complaint is that the so-ordered settlement agreements subject them to allegedly unconstitutional restrictions. Despite plaintiffs' attempts to transform their pleadings into a challenge to the City's conduct in negotiating the settlement agreements, the only injury plaintiffs can claim was caused by the agreements themselves. It was only in the state courts' so-ordering of those agreements that the City obtained the power to take the actions that plaintiffs claim caused them injury. *See Thompson*, 2014 U.S. Dist. LEXIS 146403, at *41; *Wittich*, 2006 U.S. Dist. LEXIS 86845, at *15. Regardless of what plaintiffs think of the City's conduct, until the agreements were so-ordered, there was no preexisting injury for the state court to ratify or acquiesce to because the City's claimed unconstitutional conduct cannot be effective unless the agreements are so-ordered.

Plaintiffs attempt to challenge this conclusion by pointing to language in two of the agreements providing that they will become

effective "immediately upon execution" (App. Br. at 34). Passing over the fact that this argument is unpreserved because it was not raised below, it bears repeating that neither the mere negotiation of the settlements nor the un-ordered stipulations themselves caused plaintiffs any injury. *See Green v. Mattingly*, 585 F.3d 97, 102 (2d Cir. 2009) ("The alleged injuries from the removal of plaintiff's child did not exist prior in time to the state-court proceedings; rather, they were caused by the Family Court's temporary removal order."). The fallacy of plaintiffs' timing argument is highlighted by the fact that, by their logic, they would be able to claim some cognizable injury even if the state courts had *rejected* the stipulations of settlement rather than so-ordering them. But they give no indication what those injuries might be, nor could they, given that all of the injuries alleged in the complaint are contained in the terms of the settlement agreements. None of the injuries alleged in plaintiffs' complaint had occurred when the state courts so-ordered their settlement stipulations on the same day plaintiffs agreed to them.

Locating the cause of plaintiffs' alleged injuries is further aided by looking to the relief they seek. *See Vossbrinck v. Accredited Home*

Lenders, Inc., 773 F.3d 423, 427 (2d Cir. 2014); *Zahl v. Kosovsky*, 2011 U.S. Dist. LEXIS 22028, at *18–19 (S.D.N.Y. Mar. 3, 2011) *aff'd* 471 F. App'x 34, 36 (2d Cir. 2012). It stands to reason that for relief to be effective, it must address the source of the injury. Here, plaintiffs repeatedly request the court to declare the settlement agreements to be invalid and unenforceable (A. 39, 42, 45–46, 49, 52, 55, 57, 58, 59, 60, 61, 62, 63, 65–66, 67). The fact that plaintiffs seek to invalidate the settlement agreements is further indication that those agreements are the actual cause of plaintiffs' injuries.

At bottom, plaintiffs' inability to allege an injury independent of the terms of the so-ordered settlement agreements is fatal to their arguments. They attempt to rely on a series of inapposite cases indicating that the *Rooker-Feldman* doctrine does not apply where the state-court judgments at most ratified, acquiesced in, or left unpunished the alleged injuries (App. Br. at 30–34). But the plaintiffs in those cases were all subjected to harm independent of the order or settlement. That is just not the case here.

For instance, plaintiffs attempt to rely on the district court decision in *Green v. City of New York*, 438 F. Supp. 2d 111 (E.D.N.Y.

2006), without acknowledging the fundamental difference between that case and this one (App. Br. at 30–32). In *Green,* the court held that the *Rooker-Feldman* doctrine did not apply because the injury to plaintiffs was caused by the miscalculation of lien amounts that occurred prior to and independent of the court-approved settlement orders. *Id.* at 121. The agreement did not include how the liens were to be calculated, only that the liens could be applied against the settlement amount. The injury, however, arose from the calculation of the liens, not their inclusion in the agreement. This is the opposite of the situation here. In this case, the only injuries plaintiffs allege come from the enforcement (or possibility of enforcement) of the settlement agreements. Plaintiffs did not suffer any alleged injury from the City's conduct until those agreements took force. Unlike in *Green*, where the state judgment, at most, acquiesced in the injury, the so-ordered judgments here actually form the alleged cause of plaintiffs' injuries.

Similar points of contrast exist for all of the cases on which plaintiffs hope to rely. In *Arnett v. Arnett*, No. 2:13-cv-01121-DN, 2014 U.S. Dist. LEXIS 79042, at *7 (D. Utah June 9, 2014) (App. Br. at 32), the court held that the *Rooker-Feldman* doctrine was inapplicable to a

marital settlement agreement that was not adopted by a divorce decree and, thus, did not become part of the state court divorce judgment. Here, on the other hand, the conditions that plaintiffs allege caused their injuries are the sum and substance of the settlement agreements. In *Capela v. J.G. Wentworth, LLC*, No. CV09-882, 2009 U.S. Dist. LEXIS 89425, at *19 (E.D.N.Y. Sept. 24, 2009) (report and recommendation) (App. Br. at 33–34), the court held that the *Rooker-Feldman* doctrine did not apply because plaintiffs did not seek to rescind the state court judgment and because the alleged injuries "would have occurred whether or not the state court had ever entered its judgment." Here, if the state courts had not so-ordered the stipulations of settlement (or even rejected them), they would not have taken effect and plaintiffs would have suffered no injury. None of plaintiffs' cases involve situations where, like here, the plaintiffs cannot point to any injuries suffered prior to and independent of the state court judgments. Because the only injuries plaintiffs allege arise directly from the entry of those judgments, they cannot claim that the judgments did no more that ratify, acquiesce to, or leave unpunished the harms they already suffered.

Next, plaintiffs argue that the *Rooker-Feldman* doctrine does not apply to situations where a defendant's conduct produced injury because it resulted in a state court judgment (App. Br. at 35–38). Again, the cases they cite do not save their complaint. In each of the cases they rely on, the entry of a state court judgment was incidental to the defendants' misconduct or the plaintiffs' injuries. Here, though, the existence of enforceable state court judgments *is* the source of the alleged injuries.

Plaintiffs erroneously claim that this Court's decision in *Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70 (2d Cir. 2015) is "instructive, as the allegations in that case were closely akin to the allegations here" (App. Br. at 35). In fact, a fundamental difference between the two cases prevents the *Sykes* decision from controlling here. In *Sykes*, this Court's *Rooker-Feldman* decision was premised on the fact that the plaintiffs' claims under RICO and the Fair Debt Collection Practices Act did not speak to the propriety of the state court judgments or require that those judgments be set aside to remedy the plaintiffs' alleged injuries. *Id.* at 94–95. Of course *Rooker-Feldman* doesn't apply where the continued validity of the state court judgments is unchallenged. That just isn't the

case here. Plaintiffs in this action repeatedly ask the court to declare the state judgments invalid or unenforceable (A. 39, 42, 45–46, 49, 52, 55, 57, 58, 59, 60, 61, 62, 63, 65–66, 67), and they seek to enjoin the orders from being enforced (A. 39, 42, 45–46, 49, 52, 66–67). Regardless of how plaintiffs try to recast *Sykes* to suit their present argument, the brute fact is that concerns animating the *Rooker-Feldman* doctrine were not present there, but they are here.

Similar distinctions confound plaintiffs' attempts to rely on this Court's decisions in *Friedman v. Self Help Cmty. Servs.*, 647 F. App'x 44 (2d Cir. 2016), and *Session v. Rodriguez*, 370 F. App'x 189 (2d Cir. 2010) (App. Br. at 36–37). In *Friedman*, the plaintiff only challenged the conduct that led to his involuntary commitment in a mental institution. He did not challenge the state court order committing him because he had already been released from the institution. Because he was not challenging the state court's order, his suit did not fall within the bounds of *Rooker-Feldman*. *Friedman*, 647 F. App'x at 47 n.3. Likewise, in *Session*, the plaintiff did not challenge the state court's probable cause determination itself, but only the defendants' conduct in seeking to obtain that determination. *Rooker-Feldman* did not apply in that case

because he was not a state-court loser from an interlocutory and effectively reversed order and because he did not seek review and rejection of the state court's decision. *Session*, 370 F. App'x at 191–92.

These decisions, like the decision in *Sykes*, make perfect sense because the *Rooker-Feldman* doctrine is intended to prevent district courts from exercising appellate jurisdiction over state court judgments, not to prevent them from exercising original jurisdiction over cases alleging individual misconduct. But in contrast to each of these cases, plaintiffs here explicitly challenge the continued enforceability of the state-court judgments and allege only injuries arising from the continued existence of those orders.[3]

As discussed above, plaintiffs complain of injuries caused explicitly and exclusively by the stipulations of settlement (which are state-court judgments), and for them to prevail, the state court

[3] The cases plaintiffs cite from other circuits (App. Br. at 37) suffer from the same problem. *See Great W. Mining & Mineral Co. v. Fox Rothschild LLP*, 615 F.3d 159, 173 (3d Cir. 2010) (plaintiff's claim of an alleged conspiracy between the law firm defendant and state-court judges to violate the plaintiff's "right to an impartial forum" would not require the state court judgments "to be rejected or overruled for [the plaintiff] to prevail"); *Martin v. Ball*, 326 F. App'x 191 (4th Cir. 2009) (the plaintiffs' claims challenging attorney malfeasance were "independent of the state court judgment," which the plaintiffs did not challenge).

judgments must necessarily be declared invalid, as plaintiffs repeatedly asked the district court to do. Contrary to plaintiffs' arguments now, the justices of the New York State Supreme Court who so-ordered plaintiffs' stipulations of settlement cannot be said to have merely "ratified" an independent injury that is separate and apart from the stipulations.

C. Plaintiffs seek to have the district court review and reject the state court judgments.

Plaintiffs' complaint also makes clear that they are asking the federal district court to review and reject the so-ordered state court judgments settling their nuisance abatement actions. On at least 13 occasions, plaintiffs ask the court to find their agreements unenforceable, invalid, or both (*see* R. 39 ("The policy or practice is appropriately remedied via a declaration that all settlements obtained following entry of such an *ex parte* closing order are unconstitutional and unenforceable ...."); R. 42 ("The policy or practice is appropriately remedied via a declaration that all waivers of constitutional rights obtained in no-fault eviction actions from individuals not convicted of the underlying criminal offense are unconstitutional and unenforceable ...."); R. 44 ("That policy or practice is appropriately

remedied via a declaration that all such agreements are unconstitutional and unenforceable ...."); R. 48 ("That unconstitutional practice is appropriately remedied via a declaration that all such agreements are invalid, unconstitutional, and unenforceable ...."); R. 52 ("That policy or practice is appropriately remedied via a declaration that all such agreements are unconstitutional and unenforceable ...."); R. 58 ("Plaintiffs are entitled to a judgment that settlement agreements obtained by the City in no-fault eviction cases purporting to waive the constitutional right to be free from warrantless searches are invalid and unenforceable."); R. 59 ("Plaintiffs are entitled to a judgment that settlement agreements obtained by the City in no-fault eviction cases purporting to waive the constitutional right of access to the courts are invalid and unenforceable."); R. 60 ("Plaintiffs are entitled to a judgment that settlement agreements obtained by the City from innocent property owners and leaseholders in no-fault eviction cases purporting to waive the constitutional right to familial association are invalid and unenforceable."); R. 61 ("Plaintiffs are entitled to a judgment that the settlement agreements obtained from [El-Shabazz] and [Diaz] are unconstitutional and unenforceable."); R. 62 ("Plaintiffs

are entitled to a judgment that the settlement agreement obtained from [Cho] and Nagle Washrite LLC is unconstitutional and unenforceable."); R. 62 ("Plaintiffs are entitled to a judgment that the settlement agreement obtained from [Cho] and Nagle Washrite LLC is unconstitutional and unenforceable."); R. 65–66 ("Declare unconstitutional, invalid, and unenforceable all settlement agreements exacted by the City of New York in no-fault eviction actions following entry of an *ex parte* closing order."); R. 67 ("Declare the agreements exacted from Plaintiffs Sung Cho, David Diaz, Jameelah El-Shabazz, and Nagle Washrite LLC in their respective no-fault eviction actions unconstitutional, invalid, and unenforceable.")). In addition, there are multiple instances in which plaintiffs ask the district court to render the judgments functionally unenforceable by enjoining the City from enforcing them (*see* A. 39, 42, 45–46, 49, 52, 66–67). Plaintiffs' claims that they do not seek the review or rejection of state court judgments (App. Br. at 43, 44) are belied by their own pleadings.

Because plaintiffs seek to reverse or invalidate state court judgments in federal district court, it is clear that they are inviting the court to review and reject those judgments. *See Vossbrinck*, 773 F.3d at

427 (plaintiff seeking to have state judgment declared "void"); *Thompson*, 2014 U.S. Dist. LEXIS 146403, at *43 (plaintiff seeking decision that "would necessarily involve reversal" of state court judgment); *Wolf v. Town of Southampton*, No. 12-CV-05166, 2013 U.S. Dist. LEXIS 124436, at *12–13 (E.D.N.Y. Aug. 30, 2013) (plaintiff seeking to "undo" state court judgment). This Court has held that seeking declaratory and injunctive relief from a so-ordered state court judgment—exactly what plaintiffs here seek—invites review and rejection of a state court judgment and requires application of the *Rooker-Feldman* doctrine. *Fraccola*, 670 F. App'x at, 35.

It does not matter what reason a plaintiff gives for seeking to invalidate a state court judgment, be it a legal error in the state court's reasoning or factors more extrinsic to the judgment. Again, "[t]he *Rooker-Feldman* doctrine is concerned not with *why* a state court's judgment might be mistaken (fraud is one such reason; there are many others) but with *which federal court* is authorized to intervene." *Iqbal*, 780 F.3d at 729. Here, where plaintiffs seek to invalidate state court judgments in federal district court, they fall within the realm of the *Rooker-Feldman* doctrine. No further searching on the issue is required.

Plaintiffs are unsuccessful in their attempt to evade their own pleadings by arguing that they are not seeking a rejection of the state court judgments, but rather are only seeking to bar the City from enforcing certain portions of those judgments (App. Br. at 44–45). Passing over whether this is a fair reading of the complaint, it is legally irrelevant. Courts in this Circuit have held that attempts to reverse or even modify part of a state court judgment counts as inviting review and rejection of the judgment.

For instance, the court in *Green v. City of New York* found that the plaintiffs sought a reversal of the state court judgments, even though the plaintiff did "not ask for rescission of the settlement agreements or for this court to review the state courts' reasoning in approving the settlements," because the plaintiffs sought the return of part of the money specified in and ordered by the settlement. 438 F. Supp. 2d at 120. Thus, even if plaintiffs here only sought to exclude some portion of the judgment, by the reasoning in *Green*, they would still be asking the district court to review and reject that judgment. *See also Zahl*, 2011 U.S. Dist. LEXIS 22028, at *18–19 ("Plaintiff's claims thus fall squarely within the *Rooker-Feldman* doctrine's substantive requirements

because they seek to redress injuries caused by the state court judgments by way of review and *modification or reversal* of those judgments." (emphasis added)); *aff'd* 471 F. App'x 34 (2d Cir. 2012).

These authorities articulate the correct view of the law. Given the jurisdictional nature of the *Rooker-Feldman* doctrine, there is no sound basis for distinguishing the review and rejection of only part of a judgment from review and rejection of the entire judgment. No matter how broad or narrow the urged inquiry, the district court just does not have the jurisdiction to adjudicate a functional appeal from a state court judgment. Even if plaintiffs' complaint sought only narrow intervention (and a plain reading of the complaint suggests that is not the case), it still would not endow the district court with any greater jurisdiction to review state court judgments.

The cases plaintiffs cite (App. Br. at 45–46) cannot rescue their argument. They attempt to rely on a decision from the Northern District of Illinois's bankruptcy court that arose in a drastically inapposite legal and factual setting (App. Br. at 45–46 (citing *In re Chinin USA, Inc.*, 327 B.R. 325 (Bankr. N.D. Ill. 2005))). First, *Chinin* arose from a challenge to an allegedly fraudulent transfer in a

bankruptcy matter, which the court noted appears to render the action statutorily beyond the reach of the *Rooker-Feldman* doctrine. *Chinin*, 327 B.R. at 335–36 (citing *Noel v. Hall*, 341 F.3d 1148, 1155 (9th Cir. 2003)). Because this is patently not a bankruptcy case, plaintiffs can claim no support for their position from this conclusion. Moreover, the bankruptcy court in *Chinin* found that the plaintiff's claim did not require setting aside the state court judgment because the state court had not reached the issue presented by the claim. *Id.* at 335. Even to the extent that the court was correct that this would be grounds not to apply the *Rooker-Feldman* doctrine,[4] it offers no aid to plaintiffs here when their explicit and repeated requests for relief demand setting aside the state court judgments as unenforceable and invalid.

Plaintiffs then attempt to rely on cases where the challenged conduct existed entirely separate from the state court judgments (App. Br. at 46 (citing *McCrobie v. Palisades Acquisition XVI, LLC*, 664 F. App'x 81, 83 (2d Cir. 2016); *MSK Eyes Ltd. v. Wells Fargo Bank*, 546

[4] *See Hoblock*, 422 F.3d at 86–87 ("*Rooker-Feldman* bars a federal claim, *whether or not raised in state court*, that asserts injury based on a state judgment and seeks review and reversal of that judgment …." (emphasis added)).

F.3d 533, 539 (8th Cir. 2008))). For instance, in *McCrobie*, this Court found that the plaintiffs' allegations that the defendants had violated the Fair Debt Collection Practices Act (FDCPA) in enforcing a state judgment did not necessitate concluding that the plaintiffs invited review and rejection of the judgment. "The underlying state-court judgment can be perfectly valid, and the Defendants can still have violated the FDCPA by making false, deceptive, or misleading communications or using unfair or unconscionable means in the course of attempting to collect on the judgment." *McCrobie*, 664 F. App'x at 83.

The bright-line distinction apparent in those cases is absent here. In this case, plaintiffs are not seeking to stop the City from undertaking prohibited actions that fall outside the terms of state court judgments. Instead, they are seeking to functionally rescind explicit provisions contained in those judgments, if not the judgments in their entirety. Plaintiffs' many attempts to argue that this does not constitute an invitation to review and reject the state court judgments fail.

D. Applying the *Rooker-Feldman* doctrine in this case appropriately maintains the district courts' jurisdictional boundaries.

Finally, there is no merit to plaintiffs' professed concern that applying the *Rooker-Feldman* doctrine here will supplant state preclusion doctrine or inappropriately limit federal courts' jurisdiction (App. Br. at 51–52). Plaintiffs worry that affirming the district court's decision will deform the preclusion doctrine because federal district courts will not be able to grant the same relief that state courts could (*id.* at 51). But that same objection could be leveled at *any* application of the *Rooker-Feldman* doctrine, even those instances where plaintiffs would concede the doctrine properly applies. In any case where *Rooker-Feldman* applies, the federal district court is declining to exercise appellate review over a state court judgment. But state courts unquestionably have power to review those judgments. The fact that a party could seek relief in a state appellate court does not mean that it may seek the same relief in federal district court. This is exactly the argument that the *Rooker-Feldman* doctrine was designed to reject.

Likewise, plaintiffs' claim that affirming the district court's decision will create "a class of federal constitutional claims that can

only be raised in state trial court" (App. Br. at 52) offers more rhetoric than reality. Indeed, it is unclear precisely what "class" plaintiffs are referring to. What is clear is that the *Rooker-Feldman* doctrine bars the suit plaintiffs filed here, where they allege that they were harmed by the stipulations of settlement so-ordered by the state courts, and sought to have those agreements declared invalid and unenforceable. In doing so, they invited a federal district court to exercise appellate jurisdiction by reviewing and rejecting state court judgments. Because accepting that invitation would exceed the district court's subject matter jurisdiction, the court correctly applied the *Rooker-Feldman* doctrine and dismissed the suit.

CONCLUSION

The district court's dismissal of the case for lack of subject matter jurisdiction under the *Rooker-Feldman* doctrine should be affirmed.

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CERTIFICATE OF COMPLIANCE

I hereby certify that this brief was prepared using Microsoft Word 2010, and according to that software, it contains 9,118 words, not including the table of contents, table of authorities, this certificate, and the cover.

/s/ John Moore
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