ROBBIN Y. MILLER, Plaintiff—Appellant, v. ANDREW STUART, CEO; TD AUTO FINANCE, Defendants—Appellees.

United States Court of Appeals, Fifth Circuit. | November 13, 2025 | Not Reported in Fed. Rptr. | 2025 WL 3175977

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ROBBIN Y. MILLER,
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No. 25-30190
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Filed: 11/13/2025

Editor's Note: This decision contains discussion of citation references that are incorrect or do not actually exist. These invalid citations appeared in the original court opinion and have been preserved as written since they are part of the official record. Any links to these invalid citations have been removed.

Appeal from the United States District Court for the Eastern District of Louisiana USDC No. 2:24-CV-2890

Before BARKSDALE, WILLETT, and DUNCAN, Circuit Judges.

Opinion

PER CURIAM:[*]

***1** Appellant Robbin Y. Miller, proceeding *pro se*, appeals the dismissal of her claims related to Appellee TD Auto Finance's alleged failure to respond to her letter concerning outstanding debt on a car loan. We AFFIRM.

I

In March 2024, Celestine Green Dobbs executed a durable power of attorney naming her daughter, Robbin Y. Miller, as her agent and granting Miller "full and unlimited power and authority" for all business and financial matters.[1] Following Dobbs's death, Miller received ownership and possession of Dobbs's property, including a 2024 GMC Denali pickup truck (the "Vehicle") Dobbs had bought in May 2024. The Vehicle's purchase was directly financed by the car dealership and indirectly financed by TD Auto Finance ("TD"). This case centers around the financing agreement for the Vehicle (the "Contract").

On July 30, 2024, pursuant to her authority as Dobbs's agent, Miller sent TD a letter regarding the Contract. The letter, entitled "Request for Accounting! [*sic*]," declared Miller's "right to an authenticated record of accounting" for the Vehicle. Contradictorily, however, the letter also asserted that Miller was "not requesting a statement of account, [*sic*] for an authenticated record of the accounting." Rather, Miller clarified she was "hereby disputing the alleged debt" and requested that TD send her within "14 calendar-days" an "authenticated record" with the "original Promissory note with a wet signature, all tax filings ... [,] any and all trades and/or investments and/or security interests associated with this account[.]" If TD failed to do so, Miller asserted she would "BE [*sic*] assessing a $1,000 per day penalty ... and/or $10,000 per month, whichever is greatest."

When TD did not respond to the letter, Miller sued TD in federal district court, asserting claims for (1) a violation of Louisiana Revised Statute § 10:9-210, (2) negligence per se, and (3) breach of good faith and fair dealing.[2] Because Miller was proceeding *pro se*, the district court liberally construed her complaint but ultimately dismissed it in its entirety under Rule 12(b)(6) for failure to state a claim.

Miller now appeals.

II

We review a Rule 12(b)(6) dismissal *de novo*. *Petersen v. Johnson*, 57 F.4th 225, 231 (5th Cir. 2023). We will affirm if the plaintiff has failed to "plead[ ] factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Alexander v. Philip R. Taft Psy D & Assocs., P.L.L.C.*, 143 F.4th 569, 578 (5th Cir. 2025) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). While " 'detailed factual allegations' " are not required, the complaint must contain more than "speculative or

conclusory statements of fact." *Id.* (quoting *Cicalese v. Univ. of Tex. Med. Branch*, 924 F.3d 762, 765 (5th Cir. 2019)).

***2** In this diversity case, we apply Louisiana substantive law and federal procedural law. *See Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 427 (1996) (citing *Erie R.R. Co. v. Tompkins*, 304 U.S. 64, 78 (1938)).

III

A

Miller first argues that the district court improperly dismissed her § 10:9-210 claim. That statute requires a "secured party, other than a buyer of ... chattel paper" to respond to a "request for an accounting" within 14 days of receipt. LA. STAT. ANN. § 10:9-210(b). A "request for an accounting" is a record "requesting that the recipient provide an accounting of the unpaid obligations secured by collateral." *Id.* § 10:9-210(a)(2). "Chattel paper" is "a right to payment of a monetary obligation secured by specific goods ... evidenced by a record." *Id.* § 10:9-102(a)(11)(A).

Miller alleged that TD violated § 10:9-210 by not responding to her July 30 letter. TD moved to dismiss that claim, arguing that, as a "buyer of chattel paper," it was exempted from the 14-day response requirement. TD also argued that Miller's letter was not a "request for accounting" within the statute's meaning because, in addition to *denying* it was seeking a record of accounting, the letter also contested the underlying debt and demanded records outside the scope of an accounting. Miller's two-page response did not address or oppose these arguments, but merely attached additional documents. Agreeing with TD's unopposed arguments, the district court dismissed Miller's § 10:9-210 claim.

On appeal, Miller contends the district court erred in "accepting an unpled 'buyer of chattel paper' exemption." We disagree. The Contract undisputedly shows that TD has a right to payment of a monetary obligation secured by the Vehicle. TD therefore falls within the statutory exception for buyers of chattel paper. *See* LA. STAT. ANN. §§ 10:9-210(b), 10:9-102(a)(11)(A). The district court thus correctly dismissed Miller's claim as a matter of law.

We also disagree with Miller's argument that the district court "mischaracterize[ed] her authenticated request as a debt dispute," as opposed to a request for accounting. As the court correctly noted, Miller's letter explicitly stated she was "*not* requesting a statement of account" or an "authenticated record of the accounting." To the contrary, the letter plainly stated that Miller's actual intent was to "disput[e] the alleged debt" and to request information unrelated to a request for accounting.

For either reason, the district court correctly dismissed Miller's § 10:9-210 claim.

B

Miller's negligence per se claim was premised entirely on TD's purported violation of § 10:9-210. For the same reasons given above, then, the district court properly dismissed this claim.

C

Miller also argues the district court "premature[ly]" dismissed her breach of good faith and fair dealing claim. She is wrong again. The court correctly rejected Miller's argument, holding that Miller failed to "produce[ ] facts that prove TD Auto actually violated" the Contract. Because Miller's breach-of-contract claim fails on the pleadings, her duty of good faith and fair dealing claim necessarily fails. *Schaumburg v. State Farm Mut. Auto. Ins. Co.*, 421 F. App'x 434, 439 (5th Cir. 2011) ("A breach of the duty of good faith and fair dealing requires a breach of a contract.") (citations omitted).

IV

***3** Finally, we must address Miller's citations to nonexistent cases. The district court noted that the "bold" inaccuracies and misrepresentations in Miller's pleadings "raise[d] alarm." Evidently undeterred, Miller's appellate brief references numerous cases that

do not match the citations she provides. And many of her cited cases fail to support the propositions she attributes to them.[3]

While we afford *pro se* plaintiffs some leeway, *see Jackson v. Reese*, 608 F.2d 159, 160 (5th Cir. 1979), we cannot ignore Miller's repeated use of fictitious citations. Like attorneys, *pro se* litigants are bound by Rule 28 of the Federal Rules of Appellate Procedure, which requires all filed briefs to contain arguments supported by "citations to the authorities." FED. R. APP. P. 28(a)(8)(A); *see also Garces v. Hernandez*, No. 25-50342, 2025 WL 2401001, at *2 (5th Cir. Aug. 19, 2025) (noting that citing fabricated authorities may also violate Federal Rules of Appellate Procedure 32 and 38). Flouting that bedrock requirement is a serious matter. Future infractions may result in appropriate sanctions. *See ibid.* ("[F]rivolous, repetitive, or otherwise abusive filings can and will result in sanctions ....").

We therefore decline to consider the arguments Miller supported with nonexistent cases.

AFFIRMED.

All Citations

Not Reported in Fed. Rptr., 2025 WL 3175977

Footnotes

* This opinion is not designated for publication. See 5TH CIR. R. 47.5.

1 We draw all facts from allegations in Miller's complaint, which we accept as true for purposes of Federal Rule of Civil Procedure 12(b)(6). *Sw. Airlines Pilots Ass'n v. Sw. Airlines Co.*, 120 F.4th 474, 482 (5th Cir. 2024). We also consider documents referenced in her complaint and attached to the motion to dismiss. *See Sligh v. City of Conroe*, 87 F.4th 290, 297–98 (5th Cir. 2023).

2 Miller also sued Andrew Stuart, TD's Chief Executive Officer. The district court dismissed Miller's claims against Stuart because her complaint alleged nothing about him. Miller does not contest Stuart's dismissal on appeal.

3 For instance, Miller's citation to *Succession of Faget* does not appear at "838 So.2d 86 (La. App. 5 Cir. 2003)," and although similarly named cases exist, none supports the proposition Miller attributes to it.

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