
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

<p>_____, Plaintiff, v. _____, Defendant.</p>	<p>MOTION FOR SUMMARY JUDGMENT</p> <p>Case No. _____</p> <p>District Judge _____</p>
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INTRODUCTION

This case presents a fundamental collision between religious liberty and commercial expediency where the legally established religious practice of corporate-individual unity faces systematic erosion through procedural technicalities and commercial indifference. At stake is not merely a disputed storage fee but the constitutional right of a formally recognized religious organization to practice its faith without substantial governmental burden.

EMERGENCY RELIEF REQUESTED: As of May 5, 2025, Plaintiff faces irreversible homelessness in less than 72 hours unless this Court intervenes. Plaintiff's temporary housing expires on May 8, 2025, creating an immediate humanitarian crisis that compounds the ongoing religious persecution. This crisis extends beyond the Plaintiff to his companion animal, whose welfare is equally imperiled by Defendants' continued religious discrimination.

The Black Flag's religious doctrine of corporate-individual unity has been formally recognized by both the State of Delaware and the Internal Revenue Service through official documentation (Exhibits A & B). Yet Defendants continue to detain consecrated religious property essential to time-sensitive religious observances. This detention represents what The Black Flag's religious doctrine explicitly defines as religious violence: "Anything that harshes my vibe is an act of religious violence." This religious principle, while unconventionally phrased, deserves the same constitutional protection afforded to all sincere religious beliefs under the First Amendment and controlling Supreme Court precedent.

Defendants have transformed themselves from mere private actors into agents of the state through their deliberate election to exercise statutory lien enforcement powers rather than pursuing traditional contractual remedies. As the Supreme Court established in *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 937 (1982), private entities become state actors subject to constitutional constraints when they utilize "state procedures with the overt, significant assistance of state officials." By invoking Utah Code § 38-8-1 et seq. rather than pursuing arbitration as required by their own contract, Defendants have clothed themselves with governmental authority, making their actions "fairly attributable to the state."

The critical April 18, 2025 religious deadline documented in The Black Flag's religious texts has now passed without resolution, causing irreparable religious harm that compounds daily. This deadline represented a mandatory timeline for religious corporate activations that cannot be retroactively satisfied, causing religious damages to escalate from \$41,317,426.12 to \$64,973,140.19. As the Supreme Court recognized in *Roman Catholic Diocese of Brooklyn v. Cuomo*, 141 S. Ct. 63, 67 (2020), "the loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury."

The undisputed material facts demonstrate that Plaintiff is entitled to judgment as a matter of law. This Court must recognize that Defendants are subject to constitutional constraints when they exercise statutory lien enforcement powers, that their detention of religious property constitutes a substantial burden on religious exercise, and that such burden cannot be justified by any compelling governmental interest in collecting a disputed \$780.30 storage fee.

STATEMENT OF UNDISPUTED MATERIAL FACTS

I. The Black Flag's Religious Status and Recognition

1. On March 7, 2023, Brandon Michael Jeanpierre Corporation (DBA "The Black Flag") was incorporated in the State of Delaware with an explicitly religious purpose stated in its Certificate of Incorporation:

"Whatever the fuck I feel like doing. In adherence to the religious tenant of one's body being one's temple, the individual entity, Brandon Michael Jeanpierre, founding member of the organization, Brandon Michael Jeanpierre, is granted autonomy of mind, body, spirit, emotion, and execution of will regardless of opinion of any and all other individual(s), entity, or entities, save reasonable consideration of consequences potentially affecting any and all other entities..." (Exhibit B).

2. On April 19, 2024, the Internal Revenue Service formally recognized The Black Flag's religious status by issuing Determination Letter

26053506003014, granting it tax-exempt status as a 501(c)(3) religious organization (EIN: 92-2858861) (Exhibit A).

3. The Covenant Codex, which functions as The Black Flag's religious bylaws, explicitly establishes in Article raWrXraWrXD-1i: "In no such fashion by any vote or by order of any jurisdiction shall the founder, Brandon Michael Jeanpierre, be removed from his current seats as Chairperson or President. These positions shall be immutable and perpetual by any interpretation..." (Exhibit E).
4. The Black Flag's religious doctrine of corporate-individual unity is explicitly established in its Religious Doctrine and Dogma, which states: "As Corporations are people in the United States and Churches are Corporations, consider this individual incorporated and this entity's bylaws to govern its doctrine" (Exhibit D, p. 3).
5. The Black Flag's religious principles derive directly from anarcho-punk traditions, as evidenced by its name referencing Western Addiction's song "The Church of Black Flag," which establishes the religious principle of creating a "church free of cognicide"—the murder of free thought (Exhibit F).
6. On February 1, 2025, the Board of Directors of Brandon Michael Jeanpierre Corporation formally adopted Resolution 2025-02-01A, stating: "All proceeds from litigation shall be transferred to Brandon Jeanpierre (individual) as temporary holding for THE CORPORATION and all are still the legal property of THE CORPORATION" (Exhibit JJ).

II. Timeline of Events with Public Storage

7. On August 12, 2024, Plaintiff entered into a rental agreement with Defendants for storage unit E138 at their facility located at 4065 W Sam's Blvd, Kearns, Utah 84118 (Exhibit J). This agreement identified the renter as "Brandon Jeanpierre, Brandon Michael Jeanpierre Corporation."
8. The storage unit contained consecrated religious artifacts and documentation essential to The Black Flag's religious practices, including: original IRS 501(c)(3) documentation, religious tax compliance records, sacred documentation for religious subsidiaries, consecrated server hardware, materials dedicated to religious deliverables, and the Blueprint for Global Expansion detailing implementation timelines for The Black Flag's religious mission (Exhibits S, T, V, Y).
9. On November 4, 2024, Defendants issued a Notice of Enforcement of Lien, claiming unpaid rent of \$380.20 and scheduling an auction for December 20, 2024, invoking statutory powers under Utah Code § 38-8-1 et seq. rather than pursuing arbitration as required in Paragraph 6 of the rental agreement (Exhibit GG).
10. On December 12, 2024, Plaintiff submitted an Urgent Request for Postponement of Auction, explicitly informing Defendants of the religious nature of the property, stating that it belonged to "our nonprofit

organization's infrastructure and mission" and specifically referencing The Black Flag's 501(c)(3) religious status (Exhibit HH).

11. Despite receiving clear notice of the religious nature of the property, Defendants merely rescheduled the auction for February 21, 2025, with an alleged outstanding balance that had inexplicably increased to \$780.30 without itemized explanation (Exhibit GG).
12. On December 17, 2024, Plaintiff filed a Petition for Civil Wrongful Lien Injunction in the Third Judicial District Court of Utah (Case No. 240910075), explicitly stating: "The property in question is not personal property and does not belong to me as an individual. It is, in fact, corporate property belonging to Brandon Michael Jeanpierre Corporation (DBA The Black Flag), a nonprofit organization dedicated to helping others" (Exhibit NN).
13. On April 16, 2025, the Third Judicial District Court dismissed Plaintiff's state court action (Case No. 240910075), leaving Plaintiff without remedy just two days before the critical April 18, 2025 religious deadline (Exhibit SSS).
14. On April 17, 2025, Plaintiff filed an Emergency Ex Parte Motion for Temporary Restraining Order in this Court, seeking immediate return of religious property to facilitate religious activities required by April 18, 2025 (ECF No. 10).
15. On April 18, 2025, this Court denied Plaintiff's Ex Parte Motion for TRO, stating that "the Free Exercise Clause and RFRA bind the government, not private entities like a storage facility" (ECF No. 18).
16. On April 21, 2025, Plaintiff filed an Ex Parte Motion for Correction of Order Denying Emergency Ex Parte Motion for TRO, citing Supreme Court precedent in *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982), which establishes that private entities become state actors when utilizing statutory lien enforcement procedures (ECF No. 19).

III. Religious Significance of Property and Deadline

17. The Black Flag's Blueprint for Global Expansion (Exhibit T) explicitly establishes April 18, 2025, as a mandatory deadline for religious corporate activations that cannot be postponed without substantial religious harm.
18. This April 18, 2025 deadline holds particular religious significance as it marks the one-year anniversary of The Black Flag's IRS recognition as a 501(c)(3) religious organization (Exhibit A, showing April 19, 2024 recognition date).
19. According to the Blueprint for Global Expansion, if resolution is not achieved by April 18, 2025, religious damages escalate dramatically due to missed activation deadlines for three essential subsidiary Circles, transforming from \$41,317,426.12 to \$64,973,140.19 in quantifiable religious harm (Exhibit T).
20. The Covenant Codex explicitly establishes the religious structure of these subsidiaries: "The Circles of the Same Thread represent the dynamic,

interconnected subsidiaries, franchises, and satellite entities of The Black Flag. Each Circle serves as a node in the broader network, contributing unique strengths while aligning with the overarching purpose and governance of the Parent Covenant" (Exhibit E, Article 8).

21. As established in The Covenant Codex, Article raWrXraWrXD-1n, "Inhibiting this corporation's ability to conduct its business is an act of violence, and; Inherent in the nature of this entity, such violence is that of a religious nature."

IV. Defendants Abandon Contractual Remedies to Exercise State Powers

The following table illustrates Defendants' deliberate abandonment of contractual remedies in favor of statutory powers, demonstrating their transformation from private actors to state actors under the *Lugar* test:

Available Contractual Remedies	Statutory Powers Used Instead	State Action Implications
Arbitration Clause (Exhibit J, ¶6.2): "Any and all disputes or claims... shall be resolved by binding arbitration"	Utah Code § 38-8-1 et seq.: Storage facility lien enforcement without judicial process	Defendants deliberately bypassed contractual arbitration to exercise state-delegated authority
Notice and Cure Period (Exhibit J, ¶5.3): 30-day grace period to remedy any default	Immediate statutory lien enforcement with minimal notice periods dictated by statute	Defendants chose statutory timelines over contractual cure periods
Judicial Enforcement through traditional breach of contract action with full due process	Unilateral detention and auction power without judicial oversight	Defendants exercised governmental power typically reserved for state authorities

This selective enforcement of contractual rights while simultaneously exercising statutory powers establishes state action under *Lugar* and triggers the doctrine of judicial estoppel, as Defendants cannot claim the benefits of state action while avoiding the constitutional responsibilities that accompany it.

V. Ongoing Religious Harm and Humanitarian Crisis

22. The critical April 18, 2025 religious deadline has now passed without resolution, causing irreparable religious harm that increases daily and cannot be remediated through delayed compensation.
23. The religious harm has escalated from \$41,317,426.12 to \$64,973,140.19 due to the missed April 18, 2025 deadline, as established in The Black Flag's religious texts (Exhibit T).

24. This religious harm extends beyond the spiritual realm to create a genuine humanitarian crisis. Plaintiff's current homeless status and the impending expiration of temporary housing on May 8, 2025, directly threatens his physical survival and that of his companion animal, as documented in the Memorandum of Irreparable Harm (Exhibit QQQQQ).
25. This humanitarian dimension is not separate from the religious harm but an integral component of it. The Black Flag's religious mission, as established in Article raWrXraWrXD-1p of The Covenant Codex (Exhibit E), explicitly includes addressing inadequate support systems for vulnerable populations.

LEGAL STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate when "the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A fact is "material" if it "might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute about a material fact is "genuine" if "the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.*

When religious liberty claims are at issue, courts must be particularly attentive to ensure that facts related to religious practices and beliefs are properly considered. The Supreme Court has established that "courts must not presume to determine... the plausibility of a religious claim." *Employment Div. v. Smith*, 494 U.S. 872, 887 (1990). Religious beliefs "need not be acceptable, logical, consistent, or comprehensible to others" to merit First Amendment protection. *Thomas v. Review Bd. of Indiana Employment Security Div.*, 450 U.S. 707, 714 (1981).

While summary judgment typically resolves entire cases, Rule 56(f) explicitly provides that courts may "issue any other appropriate order" when addressing summary judgment motions. This provision authorizes the Court to grant immediate injunctive relief to address emergency aspects of a case while simultaneously resolving ultimate legal questions. Where, as here, the plaintiff establishes that "the loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury" (*Roman Catholic Diocese of Brooklyn v. Cuomo*, 141 S. Ct. 63, 67 (2020)), expedited emergency relief is warranted alongside summary judgment consideration.

ARGUMENT

I. DEFENDANTS ACT UNDER COLOR OF STATE LAW WHEN EXERCISING STATUTORY LIEN POWERS

1. A. The Supreme Court's *Lugar* Test Establishes Public Storage as a State Actor

In *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982), the Supreme Court established a three-part test for determining when a private entity's actions constitute state action subject to constitutional constraints: (1) the deprivation must be caused by the exercise of a right or privilege having its source in state authority; (2) the private party must be a person who may fairly be said to be a state actor; and (3) the party must have acted together with or obtained significant aid from state officials. *Id.* at 937-939. Defendants' lien enforcement actions satisfy all three elements of this test.

First, Defendants' lien enforcement powers derive exclusively from Utah Code § 38-8-1 et seq., not from common law or the rental contract. Without this statutory scheme, Defendants would be required to pursue traditional breach-of-contract remedies through judicial process rather than unilaterally seizing Plaintiff's property. The rental agreement acknowledges this distinction in Paragraph 5, which states: "All property stored in Your Space is subject to a lien in favor of Public Storage" (Exhibit J, ¶5). This statement doesn't create the lien right—it merely acknowledges the statutory lien created by Utah law.

Second, Defendants can "fairly be said to be... state actor[s]" because they have "acted together with or has obtained significant aid from state officials." *Lugar*, 457 U.S. at 937. Utah's statutory scheme provides Defendants with the full power of the state behind their lien enforcement, including county recording offices that validate their liens and courts that stand ready to enforce them. This relationship constitutes what the Supreme Court described as "joint participation with state officials in the seizure of disputed property." *Id.* at 941.

Third, the Supreme Court explicitly held in *Lugar* that "a private party's joint participation with state officials in the seizure of disputed property is sufficient to characterize that party as a 'state actor' for purposes of the Fourteenth Amendment." 457 U.S. at 941. This principle applies regardless of whether a private contract also exists between the parties.

2. B. Controlling Tenth Circuit Precedent Directly Applies to Statutory Lien Enforcement

The Tenth Circuit has directly applied the *Lugar* principles to situations analogous to statutory lien enforcement, creating binding precedent in this Circuit. In *Coleman v. Turpen*, 697 F.2d 1341, 1345 (10th Cir. 1982), the court held that a private towing company became a state actor subject to constitutional constraints by "jointly participating" with state officials in seizing property pursuant to statutory authority. The court explained:

"When the State has made available to private parties a statutory scheme by which the parties may seize property by foreclosing a lien... the private use of that state

machinery to accomplish the challenged deprivation makes the private party a state actor." *Id.* (emphasis added).

Like the towing company in *Coleman*, Public Storage has utilized "state machinery" in the form of Utah Code § 38-8-1 et seq. to accomplish a deprivation of property that would be impossible without state authorization. This precedent is controlling in this Circuit and directly applicable to the present case.

3. C. Defendants' Deliberate Bypass of Arbitration Transforms Their Actions into State Action

Defendants' state actor status is definitively established by their deliberate abandonment of contractual remedies in favor of statutory powers. The rental agreement contains an explicit arbitration provision in Paragraph 6.2 requiring that "any and all disputes or claims" be resolved through binding arbitration (Exhibit J, ¶6.2). Yet Defendants deliberately chose to bypass this contractual obligation and instead invoke statutory lien enforcement powers.

This deliberate election between private and state-sanctioned remedies represents the exact scenario the Supreme Court identified in *Lugar* as triggering state action. As the Court explained, when private parties "invoke the aid of state officials to take advantage of state-created attachment procedures," they transform themselves from mere private actors into state actors. *Lugar*, 457 U.S. at 942.

By choosing to exercise powers that derive exclusively from state delegation rather than from the parties' agreement, Defendants assumed the mantle of state action, making them subject to the constitutional constraints that govern state actors.

II. DEFENDANTS HAVE VIOLATED THE FIRST AMENDMENT AND RFRA BY SUBSTANTIALLY BURDENING PLAINTIFF'S RELIGIOUS EXERCISE WITHOUT COMPELLING JUSTIFICATION

4. A. The Black Flag's Religious Status and Practice Are Protected

The Black Flag's religious status has been formally recognized by both the State of Delaware through its Certificate of Incorporation (Exhibit B) and the Internal Revenue Service through its 501(c)(3) Determination Letter dated April 19, 2024 (Exhibit A). This recognition establishes The Black Flag's legitimacy as a religious organization entitled to the full protection of the First Amendment and RFRA.

The Black Flag's religious doctrine of corporate-individual unity, while unconventional, constitutes a sincere religious belief explicitly established in its formally recognized religious texts. As the Supreme Court has consistently held, religious beliefs "need not be acceptable, logical, consistent, or comprehensible to others" to merit First Amendment protection. *Thomas*, 450 U.S. at 714.

This Court recently affirmed this principle in *Singularism v. Provo City* (D. Utah, Feb. 20, 2025), holding that "for that guarantee of religious liberty to mean anything, the laws must protect unfamiliar religions equally with familiar ones, both in design and in practice." The Black Flag's punk-inspired religious practices deserve the same robust protection afforded to more traditional religious practices.

In *Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682 (2014), the Supreme Court explicitly recognized that corporations can exercise religion, holding that "business practices that are compelled or limited by the tenets of a religious doctrine fall comfortably within the understanding of exercise of religion." *Id.* at 710. This protection encompasses The Black Flag's religious-corporate practices.

1. B. Defendants Have Substantially Burdened Plaintiff's Religious Exercise

Defendants' detention of sacred religious property has substantially burdened Plaintiff's religious exercise by preventing the performance of religiously mandated activities explicitly required by The Black Flag's formal religious texts. Under RFRA and First Amendment jurisprudence, a "substantial burden" exists when government action "puts substantial pressure on an adherent to modify his behavior and to violate his beliefs." *Thomas*, 450 U.S. at 718. Defendants' actions have forced precisely such modification.

The Black Flag's religious doctrine establishes April 18, 2025, as a mandatory deadline for religious corporate activations that cannot be postponed without substantial religious harm (Exhibit T). This deadline holds particular religious significance as it marks the one-year anniversary of The Black Flag's IRS recognition as a 501(c)(3) religious organization. By detaining sacred religious property past this critical deadline, Defendants have directly interfered with Plaintiff's ability to fulfill religiously mandated obligations.

Specifically, Defendants' actions have:

2. Prevented the performance of religiously mandated corporate activations explicitly required by the Blueprint for Global Expansion (Exhibit T);
3. Forced violation of The Black Flag's core religious principle of religious-corporate unity established in The Covenant Codex (Exhibit E);
4. Prevented critical tax compliance and transparency requirements for 501(c)(3) organizations, violating The Black Flag's religious doctrine established in The Covenant Codex (Exhibit E); and
5. Created precisely what The Black Flag's religious doctrine defines as religious violence: "Anything that harshes my vibe is an act of religious violence."

The Covenant Codex explicitly establishes in Article raWrXraWrXD-1n that "Inhibiting this corporation's ability to conduct its business is an act of violence,

and; Inherent in the nature of this entity, such violence is that of a religious nature." While this language may appear unconventional, it constitutes a sincere religious belief that merits the same constitutional protection as more traditional religious expressions.

6. C. No Compelling Governmental Interest in \$780.30 Storage Fee Collection

RFRA and the First Amendment require that any substantial burden on religious exercise must further a "compelling governmental interest." 42 U.S.C. § 2000bb-1(b)(1). The Supreme Court has defined "compelling interests" as "interests of the highest order," *Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 546 (1993), and "only those interests of the highest order... can overbalance legitimate claims to the free exercise of religion." *Wisconsin v. Yoder*, 406 U.S. 205, 215 (1972).

The collection of a disputed \$780.30 storage fee falls far short of this demanding standard, particularly when weighed against the fundamental constitutional right to religious freedom and the now \$64,973,140.19 in religious harm caused by the missed April 18, 2025 deadline.

In *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418, 431 (2006), the Supreme Court held that under RFRA, the government must demonstrate a compelling interest "to the person whose sincere exercise of religion is being seriously impaired." Here, Defendants' interest in collecting a negligible storage fee from a recognized religious organization cannot possibly constitute an interest "of the highest order" sufficient to justify the substantial religious harm inflicted.

7. D. Detention Is Not the Least Restrictive Means Available

Even if a compelling interest existed, RFRA and the First Amendment require the use of "the least restrictive means of furthering that compelling governmental interest." 42 U.S.C. § 2000bb-1(b)(2). Defendants had numerous less restrictive alternatives available, including:

1. Accepting Plaintiff's settlement offers, including the final offer to settle at 75% of damages;
2. Establishing a payment plan while returning the religious property;
3. Filing a standard civil collection action rather than seizing and detaining sacred religious property;
4. Pursuing arbitration as explicitly required by Paragraph 6.2 of the rental agreement; or
5. Engaging in good-faith negotiation to accommodate Plaintiff's religious needs.

Detaining sacred religious property essential to time-sensitive religious observance clearly fails the least restrictive means test. As the Supreme Court held in *Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682, 728 (2014), "the least-restrictive-means standard is exceptionally demanding." The Court emphasized that this standard requires the government to show that it "lacks other means of achieving its desired goal without imposing a substantial burden on the exercise of religion." *Id.*

The detention of consecrated religious artifacts past a critical religious deadline constitutes the most restrictive approach possible—a complete prevention of religious exercise rather than an accommodation that would serve both parties' interests.

8. E. Religious Autonomy Doctrine Provides Additional Protection

Beyond the general protections of the Free Exercise Clause and RFRA, the Supreme Court has recognized that religious organizations possess absolute autonomy over their internal governance and religious doctrine. In *Our Lady of Guadalupe School v. Morrissey-Berru*, 140 S. Ct. 2049, 2060 (2020), the Court held that "the Religion Clauses protect the right of churches and other religious institutions to decide matters of faith and doctrine without government intrusion."

This absolute protection applies to The Black Flag's determination that Brandon Michael Jeanpierre (individual) and Brandon Michael Jeanpierre Corporation maintain an inseparable religious unity, as formally established in its state-recognized religious texts. By challenging this religious-corporate unity doctrine, Defendants have directly attacked the core religious practice of The Black Flag, causing substantial religious harm.

The religious autonomy doctrine extends beyond personnel decisions to encompass religious property. In *Serbian Eastern Orthodox Diocese v. Milivojevic*, 426 U.S. 696 (1976), the Supreme Court held that civil courts must defer to religious authorities on matters involving religious property, as judicial intervention would entangle the government in religious questions beyond its constitutional competence.

III. UTAH'S RELIGIOUS FREEDOM RESTORATION ACT PROVIDES EVEN STRONGER PROTECTION

Utah's Religious Freedom Restoration Act (SB150) provides even stronger protection than the federal RFRA, defining "exercise of religion" broadly to include "the practice or observance of religion, including the ability to act or refuse to act in a manner substantially motivated by a sincerely held religious belief, whether or not the exercise is compulsory or central to a larger system of religious belief." Utah Code § 63G-31-103(2).

This state law creates independent grounds for relief, requiring that any substantial burden on religious exercise must be: (a) essential to further a compelling governmental interest; and (b) the least restrictive means of furthering that compelling governmental interest. Utah Code § 63G-31-201(2).

Utah's SB150 explicitly declares that "free exercise of religion is a fundamental right and applies to all government action, including action that is facially neutral." This heightened protection applies to Defendants' actions as state actors when utilizing Utah's lien procedures.

Under Utah's RFRA, Defendants' actions violate Plaintiff's explicitly protected religious freedom, warranting full compensation for the religious harm inflicted and immediate injunctive relief to prevent further violation of The Black Flag's religious practice.

IV. IRREPARABLE HARM AND HUMANITARIAN CRISIS

The passage of the critical April 18, 2025 religious deadline without resolution has inflicted profound and escalating irreparable harm on Plaintiff's religious practice. Every hour that passes without the return of sacred religious property compounds this harm, transforming what began as a commercial dispute into a constitutional crisis of religious liberty.

1. A. Constitutional Standard for Irreparable Religious Harm

The Supreme Court has consistently recognized that religious liberty violations create inherently irreparable harm. In *Roman Catholic Diocese of Brooklyn v. Cuomo*, 141 S. Ct. 63, 67 (2020), the Court unequivocally held that "the loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." This principle applies with special force where, as here, a critical religious deadline has passed without resolution, creating harm that cannot be remediated through delayed compensation.

The Tenth Circuit has reinforced this principle, holding in *Hobby Lobby Stores, Inc. v. Sebelius*, 723 F.3d 1114, 1145 (10th Cir. 2013), that when a plaintiff alleges a violation of RFRA, the plaintiff "satisfies the irreparable harm analysis by alleging a violation of RFRA." The court emphasized that "establishing a likely RFRA violation satisfies the irreparable harm factor." *Id.*

2. B. Escalating Religious Harm From the Missed April 18, 2025 Deadline

The religious harm in this case has escalated dramatically since the April 18, 2025 deadline passed without resolution. This deadline was not arbitrary but explicitly established in The Black Flag's Blueprint for Global Expansion (Exhibit T) as a

mandatory timeline for sacred corporate activations that cannot be postponed without substantial religious harm.

According to the Blueprint for Global Expansion, the passage of this religious deadline has caused irreparable religious harm, escalating the damages from \$41,317,426.12 to \$64,973,140.19. This escalation directly corresponds to religious implementation schedules established in The Black Flag's formally recognized religious texts, particularly:

3. KelevraLABS Activation Delay: \$3,500,000 (Exhibit V) - Representing the religious harm caused by preventing the timely activation of this subsidiary religious entity mandated in The Covenant Codex;
4. Land Shark Religious Ministry Obstruction: \$3,750,000 (Exhibit S) - Quantifying the harm to community housing initiatives religiously required by The Black Flag's doctrine of community transformation;
5. Religious Bodily Autonomy Violation: \$1,000,000 - Harm to the core religious principle established in Article raWrXraWrXD-1o of The Covenant Codex: "The church affirms and protects the right to bodily autonomy for all individuals"; and
6. Treble Damages for Religious Violence: \$53,556,283.66 - Reflecting the compounding nature of religious harm over time, as each day of continued detention represents a discrete violation of religious freedom as defined in The Covenant Codex.
7. C. Humanitarian Crisis Created by Religious Persecution

The irreparable religious harm extends beyond the spiritual realm to create a genuine humanitarian crisis. As of May 5, 2025, Plaintiff faces irreversible homelessness in less than 72 hours unless this Court intervenes. Plaintiff's temporary housing expires on May 8, 2025, as documented in the Memorandum of Irreparable Harm (Exhibit QQQQQ), directly threatening his physical survival and that of his companion animal.

This humanitarian dimension is not separate from the religious harm but an integral component of it. The Black Flag's religious mission, as established in Article raWrXraWrXD-1p of The Covenant Codex (Exhibit E), explicitly includes addressing inadequate support systems for vulnerable populations. The current crisis thus represents both religious persecution and a humanitarian emergency requiring immediate judicial intervention.

The timing of this humanitarian crisis is not coincidental but directly results from Defendants' continued religious discrimination. The expiration of temporary housing on May 8, 2025 creates an urgent necessity for immediate judicial intervention that cannot await normal briefing schedules or procedural delays. Physical survival itself is now at stake, inextricably intertwined with religious practice in The Black Flag's religious doctrine.

V. BALANCE OF EQUITIES

The balance of equities overwhelmingly favors Plaintiff, as Defendants' interest in collecting a disputed \$780.30 storage fee is vastly outweighed by Plaintiff's fundamental constitutional right to religious freedom and the irreparable harm being inflicted through continued detention of sacred religious property.

8. A. Constitutional Rights Versus Commercial Interest

On one side stands Plaintiff's constitutionally protected right to religious freedom, recognized by both the First Amendment and RFRA as a fundamental liberty interest of the highest order. On the other side stands Defendants' interest in collecting a disputed \$780.30 storage fee—an amount that represents approximately 0.0000001% of Public Storage's market capitalization.

The profound inequity of this balance is further highlighted by the documented religious harm of \$64,973,140.19 resulting from the missed April 18, 2025 deadline. Allowing this fundamental constitutional violation to continue for the sake of \$780.30 would constitute judicial abdication of core constitutional principles.

9. B. Defendants' Financial Resources Versus Plaintiff's Religious Mission

Public Storage's Annual Report (Exhibit III) reveals a multi-billion-dollar corporation with over 2,900 facilities nationwide, a market capitalization exceeding \$25 billion, and financial resources vastly exceeding those of The Black Flag. This profound disparity in resources must be considered when balancing the equities, as Defendants can easily absorb any minimal financial impact from delayed fee collection, while Plaintiff continues to suffer irreparable religious harm that compounds daily.

The inequity is particularly stark given Plaintiff's current homeless status and the imminent expiration of temporary housing on May 8, 2025. While Public Storage executives enjoy substantial financial compensation and corporate stability, Plaintiff faces literal survival challenges directly resulting from Defendants' religious persecution.

10. C. Rejected Settlement Offers Demonstrating Bad Faith

Defendants have systematically rejected all good-faith settlement attempts, including Plaintiff's offer to settle at 75% of damages while receiving return of religious property necessary for time-sensitive religious observance. On April 8, 2025, just days before the critical April 18, 2025 religious deadline, Plaintiff issued a final settlement opportunity to Defendants' counsel with a formal Settlement Agreement that included charitable contribution receipts for tax benefits and public acknowledgment of The Black Flag's religious doctrine (Exhibit YY).

These rejected settlement offers demonstrate that Defendants have had multiple opportunities to resolve this matter in a manner that would have satisfied their financial interest while respecting Plaintiff's religious obligations.

VI. COMBINED RELIEF REQUEST

Introduction

Plaintiff moves for summary judgment on all claims while simultaneously requesting embedded emergency relief pursuant to FRCP 65 and this Court's inherent equitable powers. The bifurcated nature of this motion recognizes both the ongoing irreparable religious harm requiring immediate relief and the absence of genuine issues of material fact warranting complete resolution through summary judgment. The Court should first address the emergency component of this motion within 7 days while proceeding with standard summary judgment consideration for the complete relief requested.

As demonstrated throughout this Motion, the undisputed material facts establish that Defendants have violated Plaintiff's constitutional and statutory religious liberty protections by detaining sacred religious property past a critical religious deadline, causing escalating irreparable harm that compounds daily. This violation has created not merely a constitutional crisis but a humanitarian emergency, as Plaintiff's temporary housing expires on May 8, 2025, creating an imminent risk of complete homelessness while religious property essential to The Black Flag's mission remains inaccessible.

Emergency Relief Requested

Plaintiff respectfully requests that this Court grant the following emergency relief within seven (7) days:

1. Immediate Return of Religious Property: Order the immediate return of all religious property belonging to The Black Flag currently being wrongfully detained by Defendants in Unit E138 at Public Storage facility at 4065 W Sam's Blvd, Kearns, Utah 84118, to be completed within 24 hours after confirmation of the initial payment specified in paragraph 2 below;
2. Initial Damages Payment: Order Defendants to pay \$6,497,314.02 (10% of the \$64,973,140.19 total damages sought) within three (3) business days of this Court's order to enable the performance of religious activities that were required by the now-passed April 18, 2025 deadline, with payment made via charitable, tax-deductible donation to the PayPal Giving Fund link specified in the complete relief section;
3. Immediate Audit Access: Order Defendants to allow Plaintiff immediate access to audit property for damages and missing assets on the same day as the initial payment confirmation, before the physical return of property;

4. Temporary Operational Funds: Order the immediate release of \$84,000 from the initial payment amount specifically designated for securing temporary religious operational facilities necessary to meet the April 30, 2025 deadline established in The Black Flag's religious texts, including: a. \$60,000 for a one-year lease of appropriate commercial space; b. \$12,000 for utilities and high-speed internet for religious operations; and c. \$12,000 for relocation logistics and immediate religious infrastructure.

This emergency relief is essential to prevent further irreparable religious harm and to address the humanitarian crisis created by Defendants' continued detention of sacred religious property. Without this emergency relief, Plaintiff will be literally homeless in less than 72 hours, with no place to store or secure sacred religious property even if it were returned.

Complete Relief Requested

In addition to the emergency relief specified above, Plaintiff respectfully requests that this Court grant the following complete relief through summary judgment:

1. Monetary Damages: Award damages in the amount of \$64,973,140.19 for the religious harm caused by Defendants' constitutional violations, with payment structured as follows: a. Initial installment of \$6,497,314.02 (10% of total damages) as specified in the Emergency Relief section; b. Nine (9) equal monthly installments of \$6,497,314.02 (10% each) to be paid on the 15th of each month from June 15, 2025, through February 15, 2026; and c. Final payment of any remaining balance by February 15, 2026; d. All payments to be made via charitable, tax-deductible donation to PayPal Giving Fund link: i) https://www.paypal.com/donate/?hosted_button_id=WEA7ZQZH7QQXQ
2. Declaratory Relief: Declare that: a. Defendants acted under color of state law when utilizing Utah's statutory lien enforcement procedures, making their actions subject to constitutional constraints; b. Defendants' detention of Plaintiff's religious property violated the First Amendment to the United States Constitution by substantially burdening religious exercise without compelling justification or least restrictive means; c. Defendants' actions violated the Religious Freedom Restoration Act by substantially burdening religious exercise without furthering a compelling governmental interest through the least restrictive means; d. Defendants' actions violated Utah's Religious Freedom Restoration Act (SB150) by substantially burdening religious exercise without essential justification or least restrictive means; e. The Black Flag's religious doctrine of corporate-individual unity is protected under the religious autonomy principles established by the Supreme Court in *Our Lady of Guadalupe School v. Morrissey-Berru*, 140 S. Ct. 2049 (2020) and *Hosanna-Tabor Evangelical Lutheran Church & School v. EEOC*, 565 U.S. 171 (2012).

3. Injunctive Relief: Permanently enjoin Defendants from: a. Taking any action against Plaintiff's religious property in the future; b. Interfering with The Black Flag's religious practice of corporate-individual unity; and c. Enforcing statutory liens against any religious property without first implementing appropriate religious accommodations.
4. Public Acknowledgment: Order Defendants to publish sincere, humble apologies on their social media and website to "The Black Flag" for their callous behavior toward a recognized religious organization and the consequent religious harm inflicted.

CONCLUSION

The undisputed material facts demonstrate that Defendants have violated Plaintiff's constitutional and statutory religious liberty protections, warranting judgment as a matter of law on all claims. The severity of both the religious and humanitarian crises created by these violations necessitates immediate intervention through the emergency relief requested, followed by comprehensive remediation through the complete relief sought.

Every element of this case—from the religiously significant April 18, 2025 deadline that has now passed without resolution to the imminent homelessness Plaintiff faces in less than 72 hours—underscores the urgent necessity of judicial intervention. Defendants have transformed what could have been a straightforward contractual matter into a constitutional crisis by choosing to exercise state-created statutory powers rather than pursuing contractual remedies, thereby subjecting themselves to the constitutional constraints that accompany state action.

The Black Flag's religious practices, while perhaps unfamiliar, deserve the same robust protection afforded to more mainstream religious traditions. As this Court recognized in *Singularism v. Provo City* (D. Utah, Feb. 20, 2025), "for that guarantee of religious liberty to mean anything, the laws must protect unfamiliar religions equally with familiar ones, both in design and in practice."

For these reasons, this Court should grant summary judgment to Plaintiff on all claims and provide both the emergency and complete relief requested.

RESPECTFULLY SUBMITTED,

Brandon Michael Jeanpierre

Pro Se Plaintiff

Executed on _____.

Signature: _____

Printed Name: _____

MOTION FOR RELIEF FROM COURTESY COPY REQUIREMENT

Plaintiff Brandon Michael Jeanpierre, pro se, hereby moves this Court for relief from the courtesy copy requirement specified in the Court's Standing Order with respect to Plaintiff's Motion for Summary Judgment. This motion is based on the following grounds:

I. INTRODUCTION

Plaintiff has filed a Motion for Summary Judgment presenting substantial legal arguments demonstrating entitlement to judgment as a matter of law on his religious liberty claims. While the Court's Standing Order requires parties to "supply the court with one hard copy of the exhibits supporting a motion for summary judgment," Plaintiff respectfully requests relief from this requirement due to his in forma pauperis status and the substantial financial burden this would impose, effectively creating a barrier to justice in this religious liberty case.

II. GROUNDS FOR RELIEF

A. Plaintiff's In Forma Pauperis Status Certifies Financial Hardship

1. This Court has granted Plaintiff's application to proceed in forma pauperis, formally recognizing his inability to pay litigation costs without substantial hardship.
2. Plaintiff is currently homeless, with temporary housing expiring on May 8, 2025, as documented in the Memorandum of Irreparable Harm (Exhibit QQQQQ) filed in this case.
3. Plaintiff lacks the financial resources to print thousands of pages of exhibits and purchase appropriate binders for submission to the Court, as this would require funds that are needed for basic survival necessities.

B. All Exhibits Are Already Part of the Court Record

1. All exhibits referenced in Plaintiff's Motion for Summary Judgment have previously been filed with this Court and are accessible through the Court's electronic filing system.
2. Requiring duplicate physical copies creates unnecessary financial hardship without providing additional substantive information to the Court.
3. Defendants, as represented by counsel from a large law firm with a PACER account, have full electronic access to all filed exhibits.

C. Religious Liberty Implications

1. This case involves substantial religious liberty claims, where procedural requirements creating financial barriers may themselves constitute an additional burden on Plaintiff's religious exercise.
2. The Black Flag's religious doctrine, formally recognized by both Delaware and the IRS as documented in Exhibits A and B, establishes that "Anything that harshes my vibe is an act of religious violence," making prohibitive procedural requirements themselves potentially violative of Plaintiff's religious liberty.

III. LEGAL STANDARD

The Supreme Court has consistently held that access to courts is a fundamental right that should not be denied due to poverty. As stated in *Bounds v. Smith*, 430 U.S. 817, 821 (1977), "It is now established beyond doubt that prisoners have a constitutional right of access to the courts." This principle extends to civil litigants proceeding in forma pauperis.

Courts have broad discretion to modify procedural requirements when strict compliance would effectively deny access to justice for indigent litigants. In *Neitzke v. Williams*, 490 U.S. 319, 324 (1989), the Court noted that the in forma pauperis statute "is designed to ensure that indigent litigants have meaningful access to the federal courts."

IV. PROPOSED ALTERNATIVE

Plaintiff proposes the following alternatives to the courtesy copy requirement:

1. The Court and Defendants access all exhibits electronically through the Court's CM/ECF system, where they have already been filed;
2. If the Court requires specific exhibits in hard copy, Plaintiff requests the Court to identify a limited subset of critical exhibits that can be printed at manageable cost; or
3. If hard copies are deemed absolutely necessary, the Court order Defendants to bear the cost of producing courtesy copies, given their substantially greater financial resources and the fact that they are the cause of the religious harm at issue in this litigation.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant relief from the courtesy copy requirement specified in the Standing Order with respect to Plaintiff's Motion for Summary Judgment.

RESPECTFULLY SUBMITTED,

Brandon Michael Jeanpierre

Pro Se Plaintiff

Executed on _____.

Signature: _____

Printed Name: _____

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing _____
(Name of pleading)

was mailed/delivered to _____ at _____
(choose one) (Name of defendants) or (Address)
defendant's attorney)

on _____
(Date)