UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No.: 1:26-cv-23365-RAR

SISTRUNK SEEDS INC. D/B/A
DUNN'S OVERTOWN FARM, et al.,

Plaintiffs,

v.

DONALD J. TRUMP, et al.,

Defendants,
____/

MOTION FOR LEAVE TO FILE BRIEF AMICUS CURIAE OF COREY J. BIAZZO, ESQ. IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS PLAINTIFFS' COMPLAINT

Corey J. Biazzo, Esq. ("Amicus"), a member of the Bar of this Court and nonparty to this action, respectfully moves for leave to file the proposed Brief Amicus Curiae attached as Exhibit A in support of Plaintiffs' opposition to Defendants' pending Motions to Dismiss Plaintiffs' Complaint, ECF Nos. 37 and 38. In support, Amicus states as follows:

I. INTRODUCTION

1. Defendants have moved to dismiss Plaintiffs' Complaint. The pending Motions to Dismiss raise issues of Article III standing, traceability, redressability, political-question doctrine, cause of action, Eleventh Amendment immunity, the meaning of the Domestic Emoluments Clause, whether the President allegedly received an emolument, and the availability and constitutionality of the requested relief.

2. The proposed amicus brief is directed to issues raised by Defendants' pending Motions to Dismiss. It addresses the text, history, and structural purpose of the Domestic Emoluments Clause; the Clause's anti-evasion function; whether constitutional analysis should look to substance rather than conveyancing form; and why structural constitutional limits remain judicially enforceable in an appropriate case.

3. The proposed brief does not seek to introduce evidence, expand the pleadings, participate in discovery, or intervene as a party. It accepts the motion-to-dismiss

posture and addresses legal principles relevant to the Court's consideration of Defendants' pending motion.

4. The proposed brief is timely because it is submitted in connection with Defendants' pending Motions to Dismiss and before the Court has resolved those motions. The Court has already permitted amicus participation in connection with ECF Nos. 37 and 38 and set October 1, 2026, as the deadline for any other amicus motions related to Defendants' pending Motions to Dismiss. Amicus files before that deadline, before Defendants' replies are due, and without requesting any modification of the briefing schedule, oral argument, discovery, party status, or any further participation unless the Court later requests additional assistance.

II. AMICUS'S INTEREST

5. Corey J. Biazzo is a civil litigation and appellate attorney, constitutional scholar, United States Navy veteran, and founder of Biazzo Law, PLLC. Through Biazzo Law and its Government Oversight Program, Amicus works on public-facing constitutional accountability, government transparency, public fiscal accountability, and civic legal education.

6. Amicus has briefed courts on matters involving separation of powers, federalism, structural constitutional safeguards, and enforceable constitutional limits. Amicus has a professional and civic interest in ensuring that structural provisions of the Constitution remain judicially enforceable when government officials allegedly use public authority to confer private financial benefits on federal officers.

7. Amicus does not represent any party in this action and does not seek to become a party. Amicus submits the proposed brief solely to assist the Court with legal questions raised by the pending motions, including constitutional meaning, anti-circumvention principles, and judicial enforceability of the Domestic Emoluments Clause.

III. LEGAL STANDARD

8. Although the Federal Rules of Civil Procedure do not contain a rule equivalent to Federal Rule of Appellate Procedure 29, district courts possess inherent authority to allow amicus participation where doing so may assist the Court. *See In re Bayshore Ford Trucks Sales, Inc.*, 471 F.3d 1233, 1249 n.34 (11th Cir. 2006); *Resort Timeshare Resales, Inc. v. Stuart*, 764 F. Supp. 1495, 1500-01 (S.D. Fla. 1991).

9. The decision whether to allow amicus participation rests within the Court's discretion. *Resort Timeshare*, 764 F. Supp. at 1501. An amicus is not a party and participates only for the benefit of the Court. Id.

10. Courts commonly consider whether the proposed amicus filing is timely, useful, non-duplicative, and unlikely to prejudice the parties or disrupt the case schedule.

IV. ARGUMENT

A. The proposed brief will assist the Court on issues presented by the Motions to Dismiss.

11. The proposed brief addresses issues raised by Defendants' Motions to Dismiss. Defendants dispute the meaning of the Domestic Emoluments Clause, whether the alleged transaction can constitute an emolument received by the President, whether a state-conferred benefit may be analyzed through intermediaries or conduits, and whether the claim presents a justiciable constitutional question.

12. The proposed brief will assist the Court by addressing those issues from a constitutional-structure perspective. It explains why the Domestic Emoluments Clause is a structural anti-corruption rule designed to prevent state-conferred financial benefits from compromising presidential independence or creating state competition for presidential favor.

13. The proposed brief also addresses anti-evasion principles. Plaintiffs allege that valuable public land was conveyed through state instrumentalities to a President-linked foundation under circumstances that allegedly permit private financial benefit. The proposed brief explains why constitutional analysis should focus on substance, control, benefit, and practical effect rather than formal conveyancing mechanics alone.

14. The proposed brief further addresses judicial enforceability. It explains why the political salience of the dispute does not make the Domestic Emoluments Clause nonjusticiable, and why courts remain capable of applying constitutional text to a specific alleged transfer of public property.

B. The proposed brief is useful, limited, and non-duplicative.

15. The proposed brief does not repeat the Complaint or merely add another advocate's version of Plaintiffs' arguments. It addresses distinct constitutional-structure, anti-circumvention, constructive-receipt, and justiciability issues that may assist the Court in evaluating the legal sufficiency of Plaintiffs' Domestic Emoluments Clause claim.

16. The proposed brief does not ask the Court to consider facts outside the pleadings. It accepts the procedural posture and addresses legal principles applicable at the motion-to-dismiss stage.

17. The proposed brief is concise and limited to issues relevant to the pending motion. It will not burden the Court, expand the scope of the case, or alter the parties' briefing obligations.

C. The proposed filing is timely and will not prejudice any party.

18. Amicus seeks leave in connection with Defendants' pending Motions to Dismiss, before the Court has ruled on those motions, before Defendants' replies are due, and within the Court's October 1, 2026 deadline for amicus motions related to the pending Motions to Dismiss.

19. Amicus does not request any extension of time, alteration of the briefing schedule, oral argument, discovery, intervention, party status, or separate participation in the case.

20. Granting leave will not prejudice Defendants because the proposed brief is attached to this motion, is limited to legal argument, and does not change any deadline or impose any obligation unless the Court permits a response.

21. To the extent any party wishes to respond to the proposed amicus filing, that issue remains within the Court's discretion. Amicus does not oppose any reasonable procedure the Court deems appropriate.

D. Authorship and funding disclosure.

22. No counsel for any party authored the proposed brief in whole or in part.

23. No party, party's counsel, or person other than Amicus contributed money intended to fund preparing or submitting the proposed brief.

24. Amicus submits the proposed brief independently and solely for the purpose of assisting the Court.

V. LOCAL RULE 7.1(a)(3) CERTIFICATION

Pursuant to Local Rule 7.1(a)(3), Amicus certifies that, before filing this motion, he made reasonable, good-faith efforts to confer with counsel for Plaintiffs, Defendants, and counsel for the existing amici regarding the relief requested.

Specifically, on September 14, 2026, at approximately 9:45 a.m. Eastern, Amicus emailed counsel for Plaintiffs, Defendants, and existing amici, attaching or describing the proposed Motion for Leave to File Brief Amicus Curiae, the proposed Brief Amicus Curiae, and the Proposed Order. Amicus requested that counsel advise whether their respective clients consented to, opposed, or took no position on the requested leave to file by 3:00 p.m. Eastern on September 14, 2026. Amicus also offered to confer by telephone or videoconference.

Amicus further conferred by Zoom with Brianne J. Gorod of Constitutional Accountability Center, counsel for Plaintiffs, at approximately 12:30 p.m. Eastern on September 14, 2026. After that conferral and after Amicus's further independent review, Amicus narrowed the proposed brief and circulated the revised proposed brief to counsel for Plaintiffs, Defendants, and existing amici at approximately 2:45 p.m. Eastern on September 14, 2026. Amicus requested any updated positions by 5:00 p.m. Eastern on September 14, 2026.

Plaintiffs do not oppose the requested relief. The State Defendants do not oppose the requested relief. The College Defendants do not oppose the requested relief. Counsel for Defendant Donald J. Trump/the United States has advised that the United States does not oppose the requested relief. The Donald J. Trump Presidential Library Foundation takes no position on the requested relief. Existing amici have not responded. No counsel who responded indicated opposition to the requested relief.

VI. CONCLUSION

For the foregoing reasons, Amicus respectfully requests that the Court grant this motion and permit Amicus to file the proposed Brief Amicus Curiae attached as Exhibit A.

September 14, 2026

Respectfully Submitted,

/s/ Corey J. Biazzo
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 14, 2026, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will serve all counsel of record by electronic notice.

/s/ Corey J. Biazzo
Corey J. Biazzo, Esq.

EXHIBIT A

Proposed Brief Amicus Curiae of Corey J. Biazzo, Esq. In Support of Plaintiffs' Opposition to Defendants' Motions to Dismiss

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September 14, 2026

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INTEREST OF AMICUS

Corey J. Biazzo is an appellate advocate and civil litigation attorney, United States Navy veteran, and founder of Biazzo Law, PLLC. Through Biazzo Law and its Government Oversight Program, Amicus works on public-facing constitutional accountability, government transparency, and civic legal education. Amicus has briefed courts on matters involving separation of powers, federalism, structural constitutional safeguards, and the preservation of individual liberty through enforceable constitutional limits.

Biazzo has a professional and civic interest in ensuring that the structural provisions of the Constitution remain judicially enforceable when government officials allegedly use public authority to confer private financial benefits on federal officers. The Domestic Emoluments Clause is one of those provisions. It protects not merely a technical compensation rule, but the independence of the Presidency and the equal dignity of the States.

No counsel for any party authored this brief in whole or in part, and no person or entity, other than Amicus, contributed money intended to fund preparing or submitting this brief. Amicus takes no position on factual disputes beyond the well-pleaded allegations that must be accepted at the pleading stage. Amicus writes to address the constitutional structure, anti-circumvention principles, and Domestic Emoluments Clause concerns presented by Defendants' Motions to Dismiss.

SUMMARY OF ARGUMENT

This case concerns an allegation of unusual constitutional gravity: officials of the State of Florida transferred valuable public land in Downtown Miami to a President-linked foundation for no consideration, under conditions that allegedly permit a Trump-branded commercial development.

The Domestic Emoluments Clause provides that the President shall receive fixed compensation and shall not receive, during the elected term, any other emolument from the United States or any State. U.S. Const. art. II, § 1, cl. 7. The Clause is a structural anti-corruption command. It prevents Congress and the States from manipulating the President through benefits, gifts, favors, payments, or other financial advantages. It also prevents any one State from purchasing favored treatment in the national government.

A no-cost transfer of valuable state land is a paradigmatic emolument. It is the conveyance of a scarce, valuable public asset to an entity allegedly controlled by or operated for the benefit of the sitting President and his family. If that is not the kind of state largesse the Clause forbids, the Clause has little practical work to do.

Nor may the Emoluments Clause be defeated by routing the benefit through a foundation, public college, board of trustees, or other intermediary. Constitutional law has never treated labels as controlling where substance shows state action, public control, private benefit, or evasion of constitutional limits. A State may not accomplish indirectly what the Constitution forbids it to do directly. The same principle applies here. If a State cannot give the President land outright, it cannot use a public college, a state land board, a foundation, or immediate family members to achieve the same practical result. The Clause protects against substance, not conveyancing form.

ARGUMENT

I. The Domestic Emoluments Clause Forbids State Largesse to the President

The Domestic Emoluments Clause provides: "The President shall, at stated Times, receive for his Services, a Compensation, which shall neither be increased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them." U.S. Const. art. II, § 1, cl. 7. The text contains two linked commands. First, presidential compensation is fixed during the elected term. Second, the President may not receive any other emolument from the federal government or any State.

The relationship between those commands is important. A fixed salary would be meaningless if Congress or a State could simply add other benefits outside the formal salary. The Framers understood that problem. They had seen colonial executives influenced by grants, gifts, allowances, land, fees, and other forms of personal profit. The Clause therefore prevents both open salary manipulation and disguised compensation through other channels.

Hamilton described the structural point in The Federalist No. 73. If Congress or the States could alter the President's financial circumstances, they could tempt him by largesses and cause him to surrender his judgment to their inclinations. The Clause eliminates that leverage. It protects the national interest by ensuring that the President owes undivided constitutional loyalty to the whole Union, not special financial gratitude to any one State.

The Domestic Emoluments Clause is prophylactic. It does not wait for proof that a State has actually purchased presidential action. It forbids the financial relationship before that relationship can distort judgment, create dependence, or generate public uncertainty about whether national policy is being made for the whole Union or in gratitude to a particular State. That prophylactic structure is essential because the injury the Clause prevents is not merely completed bribery, but divided loyalty.

That history matters because the alleged transaction here is not abstract. The Complaint alleges that state officials transferred a valuable public parcel in Downtown Miami, known as the MDC Parcel, to the Donald J. Trump Presidential Library Foundation for no payment. Compl. ¶¶ 1-10. It further alleges that the land may be worth hundreds of millions of dollars and that the conveyance contains only a limited condition requiring components of a presidential library, museum, or center within five years, or commencement of construction for such a component. Compl. ¶¶ 3-5, 108-111.

Even on a narrow understanding of the word "emolument," a gratuitous transfer of valuable land is a financial advantage. On the broader founding-era understanding, the result is clearer still. Eighteenth-century dictionaries defined "emolument" to mean profit, advantage, or benefit. Samuel Johnson, A Dictionary of the English Language (1785). The word was not limited to salary. Nor was it limited to formal employment compensation. It described gain.

The Executive Branch has long understood the Domestic Emoluments Clause to prohibit States from attempting to influence the President through financial awards, gifts, and payments. *See* 5 Op. O.L.C. 187, 188-91 (1981). That Office of Legal

Counsel opinion concluded that President Reagan could receive vested California retirement benefits because they were not a gift, were not compensation for his presidency, and did not present the relevant influence concern. *Id*. The distinction strengthens Plaintiffs' case. A vested preexisting pension is one thing. A present transfer of valuable state land to a foundation linked to a sitting President is another.

Defendants may argue that the Clause covers only office-related compensation. But the phrase "any other Emolument" appears immediately after the fixed-compensation command precisely to prevent compensation substitutes. If a State could give the President land, tax savings, development rights, or other financial advantages and then call them something other than salary, the fixed-compensation rule would collapse. The Constitution does not require such a self-defeating reading.

Conflict-of-interest law, fiduciary law, and separation-of-powers doctrine all recognize that some arrangements are forbidden because they create divided loyalty, dependence, or temptation, even before actual corruption is proven. *See United States v. Mississippi Valley Generating Co.*, 364 U.S. 520, 549 (1961). The Domestic Emoluments Clause reflects that same constitutional judgment. It prevents the financial relationship before it can distort presidential judgment.

This Court should therefore treat the Complaint's alleged land transfer as the paradigmatic case, not the difficult edge case. The Court need not decide whether every market-rate transaction, incidental benefit, or attenuated commercial relationship is an emolument. At this stage, it is enough that Plaintiffs allege a no-cost conveyance of a uniquely valuable public asset to an entity allegedly controlled by or operated for the benefit of the sitting President. That allegation falls within the heartland of the Clause.

II. The Constitution Does Not Permit Evasion Through Public Instrumentalities or Private Conduits

The Domestic Emoluments Clause, U.S. Const. art. II, § 1, cl. 7, binds substance, not form. The constitutional question is not merely whose name appears on a deed. The question is whether a State has conferred a financial benefit on the

President during his term. If constitutional duties could be avoided by placing intermediaries between the State and the President, the Clause would invite evasion.

The same anti-evasion principle applies on the receiving side. The Complaint alleges that the Trump Library Foundation was incorporated by members of President Trump's family, is governed by family members and close allies, and will permit use of the property in a way that generates financial benefit for President Trump and his family. Compl. ¶¶ 16, 53, 116-126. Those allegations must be accepted as true at the pleading stage.

Corporate form is not irrelevant. But it is not conclusive. Constitutional law repeatedly looks beyond labels where formal structure is used to alter the practical operation of constitutional rules. In *Lebron v. National Railroad Passenger Corp.*, 513 U.S. 374 (1995), the Supreme Court rejected the proposition that Congress could determine constitutional status simply by declaring that a corporation was not a government agency. The Constitution turns on functional realities, not legislative labels. That principle is equally important here. A foundation's nonprofit status cannot alone defeat a plausible allegation that it operates as a conduit for a prohibited presidential benefit.

This is especially true where immediate family members and closely aligned entities are involved. The purpose of the Domestic Emoluments Clause would be nullified if a State could transfer valuable property to a President's child, spouse, closely held entity, controlled foundation, or affiliated business and then say the President received nothing. The Framers did not write an anti-corruption provision that can be evaded by paperwork.

Common fiduciary principles reinforce the point. Public office carries duties of loyalty. Private agents may not retain secret profits or benefits arising from fiduciary relationships. *See United States v. Carter*, 217 U.S. 286, 306 (1910). The Presidency is not a private agency relationship, but the analogy illuminates the structural concern. A rule designed to protect public loyalty cannot turn solely on formal title when the practical benefit flows to the official or those with whom he shares financial interests.

Defendants may contend that the Trump Library Foundation is a charitable entity and that presidential library foundations commonly exist. That contention may matter at later stages. It does not justify dismissal. Plaintiffs do not challenge every presidential library foundation. They challenge this specific alleged transaction: a no-cost state land transfer, involving a uniquely valuable parcel, with limited restrictions, allegedly tied to a Trump-branded commercial hotel or mixed-use development. Compl. ¶¶ 112-136. The Court can adjudicate that transaction without adopting any rule that threatens ordinary presidential library fundraising or lawful archival development.

Indeed, a narrow anti-evasion rule would protect legitimate presidential libraries. If a foundation is truly independent, uses assets for lawful public purposes, and provides no private financial benefit to the sitting President, the Domestic Emoluments Clause issue is different. But where a complaint plausibly alleges control, family governance, branding, commercial use, and financial advantage, discovery is warranted. Dismissal at the threshold would announce that the Clause can be avoided by interposing a nonprofit shell, even where the alleged practical benefit is personal and substantial.

III. Constitutional Structure Requires Judicial Review, Not Abstention

The Domestic Emoluments Clause is a structural protection. Structural provisions protect liberty because they divide power, prevent dependence, and preserve accountability. *See Bond v. United States*, 564 U.S. 211, 222 (2011); *Free Enter. Fund v. Pub. Co. Accounting Oversight Bd.*, 561 U.S. 477, 501 (2010). The fact that a constitutional provision is structural does not make it judicially unenforceable. To the contrary, structural provisions often require judicial enforcement precisely because political actors may have incentives to disregard them.

The Clause also protects the States themselves. If one State may confer valuable public property on the President, other States face the same pressure the Framers sought to eliminate: either compete for presidential favor by offering comparable benefits, or risk disadvantage in the distribution of federal attention, discretion, and resources. The Constitution prevents that arms race by denying every

State the same power to supplement the President's compensation through gifts, land, subsidies, tax advantages, or other financial benefits.

This case illustrates the point. The alleged violation involves two political branches and state officials who may have aligned incentives. A State allegedly benefits from cultivating presidential favor. A President allegedly benefits from receiving valuable state property. In that setting, political checks may be weakest where constitutional enforcement is most needed. The judiciary exists to decide cases and controversies in which constitutional limits are invoked against government action.

Youngstown Sheet & Tube Co. v. Sawyer, 343 U.S. 579 (1952), remains the central reminder that even urgent or politically sensitive executive action remains subject to constitutional limits. The President cannot expand his authority by practical necessity, and States cannot purchase influence by practical convenience. The Constitution supplies rules for moments when political incentives run in the opposite direction.

The Domestic Emoluments Clause also presents no political-question problem. The political-question doctrine applies only in narrow circumstances, such as where there is a textually demonstrable constitutional commitment of the issue to another branch or a lack of judicially manageable standards. *Baker v. Carr*, 369 U.S. 186, 217 (1962). Unlike the Foreign Emoluments Clause, the Domestic Emoluments Clause contains no congressional-consent mechanism. It fixes the President's compensation and forbids any additional emolument from the United States or any State during the elected term. No coordinate branch is assigned exclusive authority to decide whether a State has conferred such a benefit. The task presented here is familiar judicial work: interpret constitutional text, accept well-pleaded allegations at the proper procedural stage, and determine whether a specific transaction may proceed under the Constitution. *See Zivotofsky*, 566 U.S. at 196-201; *Marbury*, 5 U.S. (1 Cranch) at 177.

City of Boerne v. Flores, 521 U.S. 507 (1997), confirms that no branch may alter constitutional meaning under the guise of implementation. That principle applies with special force to the Domestic Emoluments Clause. If the political branches or States could define "emolument" so narrowly that a transfer of valuable public land is excluded, the Clause would be reduced to a formalism. The judiciary should resist interpretations that preserve constitutional words while eliminating constitutional function.

Nor would allowing this case to proceed transform courts into general ethics commissions. The Court can cabin the case to its pleaded facts. A state gift of land differs from ordinary commerce. A no-cost conveyance differs from market exchange. A controlled or family-governed conduit differs from an independent public archive. A transaction alleged to permit private monetization differs from a genuinely public museum. These distinctions are manageable and constitutionally meaningful.

This anti-evasion rule is especially important in the land-use context. Public land, zoning authority, development rights, tax treatment, and regulatory exemptions are among the most valuable benefits a State can confer. The alleged transaction therefore implicates more than a deed. It implicates the ordinary public-law processes by which public property is preserved, valued, regulated, taxed, and used for public purposes. The Domestic Emoluments Clause prevents those processes from becoming tools for state-level competition over presidential favor.

The alternative is dangerous. If the Court holds that such allegations cannot proceed, States will receive a roadmap. They could convey land, tax benefits, development rights, licenses, subsidies, or other public assets to entities affiliated with a sitting President and avoid review by using corporate form. Other States would then face pressure to compete. That is the structural arms race the Domestic Emoluments Clause was designed to prevent.

The Court should not adopt a rule that forces States into competition for presidential favor. The Union depends on the proposition that federal power serves the nation as a whole. The Domestic Emoluments Clause enforces that principle at the highest office. A President may receive the compensation fixed by law. He may not receive additional financial benefits from a State during his elected term.

Because the Complaint plausibly alleges that such a benefit was conferred here, the case should proceed. Discovery can determine the precise value of the land, the actual terms of the conveyance, the Foundation's control structure, any role of the Trump Organization, any licensing or management arrangements, the planned commercial use, and the practical flow of benefits. Those questions should not be resolved against Plaintiffs before the record exists.

CONCLUSION

The Domestic Emoluments Clause is not ornamental. It is a structural command designed to preserve presidential independence and prevent States from buying influence through financial benefits. The Complaint alleges a paradigmatic violation: a no-cost transfer of valuable state land to a President-linked foundation under circumstances that plausibly confer private benefit on the sitting President and his family.

The Constitution does not permit that result to be insulated from review by formal labels, intermediate entities, or narrow constructions that would drain the Domestic Emoluments Clause of practical force. The Court should deny Defendants' Motions to Dismiss on these grounds and allow Plaintiffs' Domestic Emoluments Clause claims to proceed.

/s/ Corey J. Biazzo
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