NOT FOR PUBLICATION

In the

United States Court of Appeals

For the Eleventh Circuit

No. 25-13914

Non-Argument Calendar

SAM LEWIS,

Plaintiff-Appellant,

versus

JPMORGAN CHASE BANK, N.A.,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:25-cv-01680-MSS-CPT

Before LUCK, LAGOA, and BLACK, Circuit Judges.

PER CURIAM:

Sam Lewis, proceeding pro se, appeals the district court's order granting the motion to dismiss his amended complaint filed by JPMorgan Chase Bank, N.A. (Chase), as well as the district court's denial of his motion for leave to file a second amended complaint. After review,[1] we affirm.

I. DISMISSAL OF AMENDED COMPLAINT

In his amended complaint, Lewis alleged he maintained multiple personal and business credit card accounts with Chase "for over 27 years, all in good standing, with a perfect payment history," and that Chase "unilaterally" closed all his accounts "without prior notice, despite [his] flawless payment record and significant longstanding relationship with the bank." He contended Chase's actions caused him "significant financial harm," including "loss of available credit, damage to credit score, and loss of business opportunities." Lewis's amended complaint alleged breach of contract, breach of the implied covenant of good faith and fair dealing, and sought declaratory relief. In turn, in its motion to dismiss, Chase argued its credit card agreement with Lewis[2] was central to Lewis's

[1] We review de novo the district court's grant of a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim, applying the same standard used by the district court. *Caterpillar Fin. Servs. Corp. v. Venequip Mach. Sales Corp.*, 147 F.4th 1341, 1346 (11th Cir. 2025). We generally review the denial of a motion to amend a complaint for abuse of discretion, although the underlying legal conclusion of whether a particular amendment to the complaint would be futile is reviewed de novo. *Corsello v. Lincare, Inc.*, 428 F.3d 1008, 1012 (11th Cir. 2005).

[2] "The district court generally must convert a motion to dismiss into a motion for summary judgment if it considers materials outside the complaint." *Day v. Taylor*, 400 F.3d 1272, 1275-76 (11th Cir. 2005). However, the district court may consider documents attached to a motion to dismiss when: (1) the document is central to the plaintiff's claim; and (2) undisputed. *Id.* at 1276.

claims, governed the relationship between them, and unambiguously authorized Chase to close accounts "without notice for any or no reason."

When ruling on a Rule 12(b)(6) motion, a district court must "take the factual allegations in the complaint as true and construe them in the light most favorable to the plaintiff[]." *Edwards v. Prime, Inc.*, 602 F.3d 1276, 1291 (11th Cir. 2010). To survive a motion to dismiss under Rule 12(b)(6), a complaint must contain "enough facts to state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim is facially plausible "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

A. Covenant of Good Faith and Fair Dealing

Florida contract law recognizes an implied covenant of good faith and fair dealing in every contract. *Burger King Corp. v. Weaver*, 169 F.3d 1310, 1315 (11th Cir. 1999). "Good faith means honesty, in fact, in the conduct of contractual relations." *Id.* (quotation

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The district court appropriately considered the agreement Chase attached to its motion to dismiss without converting the motion into one for summary judgment. The agreement was central to Lewis's breach of contract claim as he alleged in his amended complaint that he and Chase "entered into valid agreements governing the credit accounts," and Lewis does not challenge the authenticity of the agreement.

marks omitted, alteration adopted). The implied covenant is intended to protect "the reasonable expectations of the contracting parties in light of their express agreement." *QBE Ins. Corp. v. Chalfonte Condo. Apartment Ass'n, Inc.*, 94 So. 3d 541, 548 (Fla. 2012) (quotation marks omitted). However, the implied covenant "is not an abstract and independent term of a contract which may be asserted as a source of breach when all other terms have been performed pursuant to the contract requirements." *Id.* (quotation marks omitted). Further, an exception exists where application of the covenant would contravene the express terms of the agreement. *Id.* As such, "a cause of action for breach of the implied covenant cannot be maintained (a) in derogation of the express terms of the underlying contract or (b) in the absence of breach of an express term of the underlying contract." *Burger King Corp.*, 169 F.3d at 1318. Further, we have held that, under Florida law, a claimant's failure to identify an express contractual provision that has been breached "dooms" the breach of implied covenant claim. *Id.*

Lewis did not allege an actionable claim for breach of the implied covenant of good faith and fair dealing under Florida law. While Lewis argues Chase's decision to close his accounts was arbitrary, he does not allege that Chase breached the express terms of the contract nor point to any provision of the contract that Chase breached. Accordingly, as Lewis cannot identify a breach of an express contractual term, Lewis did not allege an actionable claim for breach of the implied duty of good faith and fair dealing. *See id.*

B. Illusory Contract

A contract that is not mutually enforceable is illusory. *Rojas v. Univ. of Fla. Bd. of Trs.*, 419 So. 3d 593, 599 (Fla. 2025). "Where one party retains to itself the option of fulfilling or declining to fulfill its obligations under the contract, there is no valid contract and neither side may be bound." *Pan Am Tobacco Corp. v. Dep't of Corr.*, 471 So. 2d 4, 5 (Fla. 1984); *see also Johnson Enters. of Jacksonville, Inc. v. FPL Grp., Inc.*, 162 F.3d 1290, 1311 (11th Cir. 1998) (providing Florida law adheres to the basic principle that an illusory promise is one that "appears on its face to be so insubstantial as to impose no obligation at all on the promisor") (citation omitted). Under Florida law, "a contract clause should not be interpreted in such a way as to destroy mutuality of obligation and, thereby, invalidate the contract." *Maccaferri Gabions, Inc. v. Dynateria Inc.*, 91 F.3d 1431, 1443 (11th Cir. 1996).

Chase's reservation of its right to terminate its account did not render its agreement with Lewis illusory because the agreement still provided for other obligations that bound Chase. *See, e.g. Johnson Enters.*, 162 F.3d at 1311; *Maccaferri Gabions, Inc.*, 91 F.3d at 1443; *Pan-Am Tobacco Corp.*, 471 So. 2d at 5. The cardmember agreement attached to Chase's motion to dismiss stated that Chase agreed to lend Lewis money and credit his payments as of the same day Chase received it, among other obligations. Accordingly, Lewis's argument that the contract was illusory fails.

C. Declaratory Relief

The Declaratory Judgment Act does not, itself, confer jurisdiction upon the federal courts to consider all claims for declaratory relief. 28 U.S.C. § 2201; *Sellers v. Nationwide Mut. Fire Ins. Co.*, 968 F.3d 1267, 1273 (11th Cir. 2020). Therefore, an action under the Declaratory Judgment Act must state an independent source of jurisdiction. *Id.* "Consistent with the cases and controversies requirement of Article III, the Declaratory Judgment Act . . . specifically provides that a declaratory judgment may be issued only in the case of an actual controversy." *Malowney v. Fed. Collection Deposit Grp.*, 193 F.3d 1342, 1347 (11th Cir. 1999) (quotation marks omitted).

Lewis failed to adequately allege claims for breach of contract or breach of the implied covenant of good faith and fair dealing. His claim for declaratory judgment, based on his financial harms, does not independently present a cause of action upon which a court may grant relief. *See, e.g., Sellers*, 968 F.3d at 1273; *Malowney*, 193 F.3d at 1347.

D. Conclusion

The district court did not err in dismissing Lewis's amended complaint for failing to state a claim upon which relief could be granted despite accepting his factual allegations as true and drawing reasonable inferences in his favor.[3] Accepting that Lewis's allegations that Chase arbitrarily closed his account are true, the allegations do not establish that Chase breached any express term of its agreement with him, such that he could state a claim for breach of contract or the implied duty of good faith and fair dealing. *See., e.g., Twombly*, 550 U.S. at 570; *Edwards*, 602 F.3d at 1291. Moreover, the termination clause in the agreement did not render the agreement illusory, and his claim for declaratory judgment did not independently present a cause of action upon which the district court could grant relief. Accordingly, the district court did not err in dismissing Lewis's case for failing to state a claim upon which relief could be granted.

II. LEAVE TO AMEND

Lewis asserts the district court abused its discretion in denying his motion for leave to file an amended complaint because amendment would not have been futile. We have held the district court does not abuse its discretion in denying leave to amend when amendment would be futile, meaning that the complaint as amended is still subject to dismissal. *Hall v. United Ins. Co. of Am.*, 367 F.3d 1255, 1262-63 (11th Cir. 2004).

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[3] We do not consider Lewis's contentions, raised for the first time on appeal, that Chase approved his request for a new personal credit card in December 2025 or that he underwent mitigation efforts. *See Access Now, Inc. v. Sw. Airlines Co.*, 385 F.3d 1324, 1331 (11th Cir. 2024) (stating we generally do not consider arguments raised for the first time on appeal).

The district court did not abuse its discretion in denying Lewis's motion for leave to file a second amended complaint and did not err in determining that amendment would be futile. Lewis's motion stated his second amended complaint would be limited to a single count for "breach of the implied covenant of good faith and fair dealing based on arbitrary exercise of contractual discretion and resulting damages." However, because Lewis had not, and could not, identify an express contractual provision in his agreement with Chase that Chase had breached, an independent claim alleging a breach of the implied covenant of good faith and fair dealing would be futile. *See e.g., Burger King Corp.*, 169 F.3d at 1318; *QBE Ins. Corp.*, 94 So. 3d at 548. Accordingly, the district court did not abuse its discretion in denying Lewis leave to file a second amended complaint.

AFFIRMED.