[Cite as *Deutsche Bank Natl. Trust Co. v. Taylor*, 2011-Ohio-435.]

STATE OF OHIO	)	IN THE COURT OF APPEALS
	)ss:	NINTH JUDICIAL DISTRICT
COUNTY OF SUMMIT	)	

DEUTSCHE BANK NATIONAL TRUST COMPANY Appellee v. KENNETH S. TAYLOR, et al. Appellants	C. A. No. 25281 APPEAL FROM JUDGMENT ENTERED IN THE COURT OF COMMON PLEAS COUNTY OF SUMMIT, OHIO CASE No. CV 2007-11-8364

DECISION AND JOURNAL ENTRY

Dated: February 2, 2011

MOORE, Judge.

{¶1} Appellant, Kenneth S. Taylor, appeals from the judgment of the Summit County Court of Common Pleas. This Court affirms in part and reverses in part.

I.

{¶2} On February 6, 2006, Taylor and his wife, Alycia Taylor-Driggins[1], executed and delivered to Option One Mortgage Corporation a promissory note that was secured by a mortgage on the property at 8610 Hadden Road, Twinsburg, Ohio, 44087. They subsequently defaulted on the note and have not made a monthly payment since March 30, 2007. On May 4, 2007, Option One sent a notice of default that included terms for curing the default. The couple

[1] Taylor-Driggins is not a party to this appeal. On appeal, Taylor attempted to file an appeal on behalf himself and his wife. He is not, however, an attorney licensed to practice in Ohio. Therefore, we dismissed the appeal to the extent that it relates to Taylor-Driggins.

did not cure the default. On June 25, 2007, Option One assigned its entire interest in the mortgage to appellee, Deutsche Bank National Trust Company, as Trustee for the Certificateholders of Soundview Home Loan Trust 2006-OPT2, Asset-Backed Certificates, Series 2006-OPT2. On November 30, 2007, Deutsche Bank filed a complaint for foreclosure against the couple and numerous other parties not relevant to this appeal. Taylor filed an answer and counterclaims. The parties took part in mediation and reached an agreement. Subsequently, Taylor filed four separate motions to dismiss.

{¶3} On August 22, 2008, Deutsche Bank filed a motion for summary judgment. After another attempt at mediation failed, Deutsche Bank filed another motion for summary judgment on July 21, 2009, and included a new affidavit in support of the motion. On September 10, 2009, the trial court granted summary judgment in favor of Deutsche Bank. On October 2, 2009, the trial court vacated the entry of summary judgment after Taylor brought to the court's attention a number of discrepancies between the affidavit in support of summary judgment filed on August 22, 2008, and the affidavit in support of summary judgment filed on July 21, 2009. Most importantly, the first page of the July 21, 2009 affidavit did not include a state, county or the affiant's name. Handwritten in the area left for a name is the notation "Original to Follow." The affidavit lacked a signature and was not notarized. Also, the affidavit included several discrepancies related to dates. Finally, the affidavit included a statement that "Susan White is not of Active Military Status." The trial court ordered Deutsche Bank to produce an accurate affidavit within 30 days or risk dismissal of the motion for summary judgment.

{¶4} On November 3, 2009, Deutsche Bank provided a new, properly signed and notarized affidavit in support of summary judgment. The November 3, 2009 affidavit included corrected dates and stated that neither Taylor nor Driggins-Taylor was on active military duty.

On January 8, 2010, the trial court granted summary judgment in favor of Deutsche Bank. On February 1, 2010, the trial court issued a judgment entry and decree in foreclosure. The February 1, 2010 judgment entry granted summary judgment to Deutsche Bank with regard to "all claims in the suit" and included language to the effect that the court had considered the defendants' counterclaims, whereas the January 8, 2010 order made no mention of "all claims" and did not include any statement that the court considered the counterclaims.

{¶5} Taylor timely filed a notice of appeal. He has raised ten assignments of error for our review. We have rearranged and combined some of Taylor's assignments of error to facilitate our discussion.

II.

{¶6} Taylor has presented his arguments before the trial court and this Court pro se. With respect to pro se litigants, this Court has observed:

> "[P]ro se litigants should be granted reasonable leeway such that their motions and pleadings should be liberally construed so as to decide the issues on the merits, as opposed to technicalities. However, a pro se litigant is presumed to have knowledge of the law and correct legal procedures so that he remains subject to the same rules and procedures to which represented litigants are bound. He is not given greater rights than represented parties, and must bear the consequences of his mistakes. This Court, therefore, must hold [pro se appellants] to the same standard as any represented party." (Internal citations omitted.) *Sherlock v. Myers*, 9th Dist. No. 22071, 2004-Ohio-5178, at ¶3.

{¶7} We have made every effort to address the merits of his contentions. It is not, however, our duty to create an argument where none is made. *Cardone v. Cardone* (May 6, 1998), 9th Dist. No. 18349, at *8.

ASSIGNMENT OF ERROR I

"INSUFFI[]CIENCY SERVICE PROOF FINAL APPEALAB[L]E ORDER[.]"

{¶8} In his first assignment of error, Taylor contends that the trial court maliciously failed to send him notice of a final order in this case as required by Civ.R. 58(B). As a result, he asks this Court to reverse the trial court's grant of summary judgment to Deutsche Bank, remand the case to the trial court, and order that the trial judge recuse himself from further participation in the case.

{¶9} It is unfortunate that the decree of foreclosure did not include Civ.R. 58(B) language directing the clerk of courts to properly serve Taylor with a copy of the judgment entry. Taylor has not, however, provided this Court with any authority requiring that we provide any of the relief he seeks. App.R. 16(A)(7). Moreover, there is no evidence in the record to suggest that the trial judge acted maliciously. The failure to serve Taylor with a copy of the judgment entry caused him to file his notice of appeal more than 30 days after the trial court entered judgment. Though we initially dismissed the appeal, when Taylor brought the matter to this Court's attention, we granted his request to reinstate this appeal. See *Watley v. Coval*, 10th Dist. No. 03AP-829, 2004-Ohio-1734, at ¶9, citing Civ.R 58; App.R.4(A) ("[b]ecause the trial court failed to properly serve [appellant] with its decision and entry, the time for [appellant's] appeal did not begin to run until he was notified of the judgment"). He has suffered no prejudice. Taylor's first assignment of error is overruled.

ASSIGNMENT OF ERROR II

"JUDGE LACK JURISDICTION[.]"

ASSIGNMENT OF ERROR III

"SUMMARY JUDGMENT VOID[.]"

{¶10} In his second and third assignments of error, Taylor essentially contends that the trial court conspired with Deutsche Bank's counsel to inappropriately enter summary judgment on his counterclaims and that the trial court erred in granting summary judgment to Deutsche Bank on the foreclosure action and on Taylor's counterclaims. We agree that the trial court erred when it granted summary judgment in favor of Deutsche Bank on Taylor's counterclaims. We do not agree that the trial court erred in granting summary judgment to Deutsche Bank on its foreclosure claim.

{¶11} Initially, we must address whether the trial court actually granted summary judgment to Deutsche Bank on Taylor's counterclaims. The trial court's Judgment Entry And Decree In Foreclosure filed on February 1, 2010, recites that:

> "On January 8, 2010, this Court, on Plaintiff's renewed Motion for Summary Judgment, having reviewed the Complaint, Defendants' Motion to Dismiss, the Answer and Counterclaim filed by Defendants, Plaintiff's Reply to Defendants' Counterclaim, Plaintiff's Response in Opposition to Defendants' Motions to Dismiss, Defendants' Opposition to Summary Judgment, Plaintiff's Reply Brief to Defendants' Opposition to Plaintiff's Motion for Summary Judgment, the July 22 [sic] Motions and Oppositions thereto, as well as all evidence submitted, including the revised Affidavit submitted by Plaintiff on November 3, 2009 determined that no issue of fact remains for resolution and that Plaintiff is entitled to judgment in its favor as a matter of law *on all claims in the suit* (the 'January 8 Order'). The January 8 Order also referenced and denied Defendant Mr. Taylor's motion for an evidentiary hearing and for stay pending the outcome of an evidentiary hearing filed on January 4, 2010." (Emphasis added.)

The language "on all claims in the suit" can be interpreted to mean all of Deutsche Bank's claims and all of Taylor's counterclaims. This is especially true because the court recited that it considered the counterclaims and Deutsche Bank's reply to the counterclaims. In fact, in its brief on appeal, Deutsche Bank contends that "the Trial Court properly considered the Taylors'

Counterclaim allegations and found them to be without merit." In discussing his second assignment of error, Taylor states that "[Deutsche Bank's counsel] drafted and sent a letter dated September 28, 2009[,] to [the trial judge] confirming the act of conspiracy and her participation as such. The letter states per verbatim 'Enclosed, in response to your telephone request, is a revised Judgment Entry and Decree in Foreclosure so as to include Defendants' Counterclaims and Plaintiffs' Reply to Counterclaims[.'] Signed by Robin Wilson. See Exhibit (A)." Taylor's brief, however, does not include any attachments other than a copy of the trial court's February 1, 2010 Judgment Entry and Decree in Foreclosure, nor have we been able to locate a copy of the letter by reviewing the transcript of docket and journal entries and searching the voluminous filings in this case. App.R. 16(A)(7); Loc.R. 7(F). The trial court entered judgment on Taylor's counterclaims somewhat inartfully;[2] a better practice would be to list individually each claim upon which summary judgment is granted. Based upon the arguments they have made to this Court, it is clear that the parties also believe that the trial court granted summary judgment on each claim, including all counterclaims. Because the trial court granted summary judgment in favor of Deutsche Bank on its claim for foreclosure and on Taylor's counterclaims, we address all of Taylor's arguments regarding the entry of summary judgment against him.

{¶12} This Court reviews an award of summary judgment de novo. *Grafton v. Ohio Edison Co.* (1996), 77 Ohio St.3d 102, 105. We apply the same standard as the trial court, viewing the facts of the case in the light most favorable to the non-moving party and resolving

[2] We observe that even if the trial court had not entered summary judgment on the counterclaims, this would still be a final appealable order because the trial court included Civ.R. 54(B) language.

any doubt in favor of the non-moving party. *Viock v. Stowe-Woodward Co.* (1983), 13 Ohio App.3d 7, 12.

{¶13} Pursuant to Civ.R. 56(C), summary judgment is proper if:

> "(1) No genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party." Temple v. Wean United, Inc. (1977), 50 Ohio St.2d 317, 327.

{¶14} The party moving for summary judgment bears the initial burden of informing the trial court of the basis for the motion and pointing to parts of the record that show the absence of a genuine issue of material fact. *Dresher v. Burt* (1996), 75 Ohio St.3d 280, 292-93. Specifically, the moving party must support the motion by pointing to some evidence in the record of the type listed in Civ.R. 56(C). Id. Once this burden is satisfied, the non-moving party bears the burden of offering specific facts to show a genuine issue for trial. Id. at 293. The non-moving party may not rest upon the mere allegations and denials in the pleadings but instead must point to or submit some evidentiary material that demonstrates a genuine dispute over a material fact. *Henkle v. Henkle* (1991), 75 Ohio App.3d 732, 735.

{¶15} With respect to Taylor's counterclaims, after reviewing the grant of summary judgment de novo, we reverse the entry of summary judgment in favor of Deutsche Bank. In its motion for summary judgment, Deutsche Bank moved for judgment on its claims only. It did not move for summary judgment with respect to any of Taylor's counterclaims. "Civ.R. 56 does not authorize courts to enter summary judgment in favor of a non-moving party." *Marshall v. Aaron* (1984), 15 Ohio St.3d 48, syllabus. The Supreme Court of Ohio addressed a similar situation in *Bowen v. Kil-Kare, Inc.* (1992), 63 Ohio St.3d 84. In *Bowen*, the defendant moved for summary judgment with respect to only some of the plaintiffs' claims. The trial court, however, entered

judgment dismissing the plaintiffs' entire complaint. The Supreme Court held that the trial court erred in doing so, noting that such a holding was the logical extension of *Marshall*. Id. at 94. "Where no motion has been filed, and necessarily no evidence attached thereto, no conclusion, favorable or adverse, is properly available upon which to base an order for summary judgment." *Marshall*, 15 Ohio St.3d at 50. A review of Deutsche Bank's motions for summary judgment filed on August 22, 2008, and July 21, 2009, indicates that it never moved for summary judgment on the claims contained in the counterclaims. Accordingly, there was no basis upon which the trial court could grant summary judgment with regard to Taylor's counterclaims. We remand the counterclaims to the trial court.

{¶16} With respect to Deutsche Bank's motion for summary judgment on its claim for foreclosure, we affirm the entry of summary judgment. When, on November 3, 2009, Deutsche Bank resubmitted a proper affidavit in support of summary judgment, the trial court reinstated Deutsche Bank's previously filed motion for summary judgment. "The historic prerequisites for a party seeking to foreclose a mortgage are, * * * execution and delivery of the note and mortgage; valid recording of the mortgage; default; and establishing an amount due." (Quotation and citation omitted.) *Neighborhood Housing Services of Toledo, Inc. v. Brown*, 6th Dist. No. L-08-1217, 2008-Ohio-6399, ¶16. "Once a court has determined that a default on an obligation secured by a mortgage has occurred, it must then consider the equities of the situation in order to decide if foreclosure is appropriate." *Rosselot v. Heimbrock* (1988), 54 Ohio App.3d 103, 106 (Citation omitted).

{¶17} The affidavit in support of summary judgment indicated that Deutsche Bank is the holder of the note and mortgage secured by the property located at 8610 Hadden Road, Twinsburg, Ohio 44087. On February 6, 2006, the Taylors executed the note and mortgage. The

note and mortgage were recorded and copies of each were incorporated by reference into the affidavit. The affiant averred that the Taylors failed to make monthly payments as required by the note and had failed to make any payment since March 30, 2007, when they made a payment of $679.50, an amount which was insufficient to satisfy the monthly payment due on March 1, 2007. The affiant further averred that a notice of default was sent to the Taylors at the property address and the affidavit incorporated a copy of that notice. Paragraph 14 of the mortgage requires that notice be "given by delivering it or by mailing it by first class mail * * * Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower * * * when given as provided in this paragraph." The notice sent to the Taylors on May 4, 2007, included a notification that if the default was not cured within 30 days then the lender would accelerate the loan balance and proceed with foreclosure. The affiant averred that as of March 1, 2007, the balance due on the loan was $84,000.10 plus interest on the unpaid principal at 9.7%, in addition to late charges, costs, fees and advances. Deutsche Bank provided the necessary evidence to establish the prerequisites for foreclosure on the mortgage. *Neighborhood Housing Services*, at ¶16.

{¶18} In its judgment entry granting Deutsche Bank a decree of foreclosure, the trial court observed that the Taylors had participated in three mediations. The trial court observed that the parties reached settlement agreements on two separate dates but that Taylor and his wife failed to abide by either agreement. The trial court further observed that the lender sent a third modification package to the couple after the final mediation and that they did not respond. The equities do not weigh against the grant of foreclosure. *Rosselot*, 54 Ohio App.3d at 105. Therefore, Deutsche Bank met its *Dresher* burden of demonstrating the absence of a question of material fact. *Dresher*, 75 Ohio St.3d at 292-93.

{¶19} On appeal, Taylor's arguments consist of the following: 1) the original "blue ink note" does not exist; 2) there is no title in Deutsche Bank's name; 3) there is no mortgage in Deutsche Bank's name; 4) the assignment is fraudulent; 5) there are indispensible parties that must be added; 6) there is no power of attorney authorizing Deutsche Bank's attorneys to act on its behalf; 7) no one has personal knowledge of the accounting of payments on the note; 8) the assignment is fake; 9) Deutsche Bank lacks standing; and, 10) affidavits are required for any party claiming any share or distribution from the sale of the property. Taylor has, however, failed to provide citations to relevant authority in support of his arguments. App.R. 16(A)(7); Loc.R. 7(B)(7). Instead, he has cited various statements taken out of context from cases arising in several East Coast states and occasionally in federal court, including bankruptcy cases. He has also made reference to a federal case between these parties involving this same subject matter that was dismissed prior to the filing of this suit. Taylor's filings in opposition to summary judgment below contain similar allegations. These allegations are not supported by a properly framed affidavit or other evidence of the type listed in Civ.R. 56(C). Accordingly, Taylor has failed to carry his reciprocal burden to demonstrate a genuine dispute over a material fact. *Henkle* (1991), 75 Ohio App.3d at 735. Notwithstanding the initial issues related to improper affidavits and evidence in support of summary judgment, the trial court did not err in granting summary judgment in favor of Deutsche Bank. Taylor's second assignment of error is overruled. His third assignment of error is sustained in part and overruled in part. We remand Taylor's counterclaims to the trial court.

ASSIGNMENT OF ERROR VI

"COUNTERCL[AI]M[S] NOT HEARD[.]"

{¶20} In his sixth assignment of error, Taylor essentially contends that the trial court's failure to hear his counterclaims violated his right to equal protection and was a result of bias. Taylor's sixth assignment of error is moot as a result of our resolution of his third assignment of error. App.R. 12(A)(1)(c).

ASSIGNMENT OF ERROR IV

"DISCOVERY DENIED[.]"

{¶21} In his fourth assignment of error, Taylor contends that the trial court erred in failing to compel discovery with regard to a corporate disclosure statement and certain information about Cynthia Stevens, an affiant in support of Deutsche Bank's motion for summary judgment.

{¶22} In support of his fourth assignment of error, Taylor cites to Loc.R. 8.01(b), (c), (d)(1), (d)(20), (f) and Loc.R. 8.02 of the Court of Common Pleas of Summit County, General Division, as well as with Civ.R. 37. He does not, however, cite any further provision of these rules or present facts or circumstances to demonstrate that the trial court or opposing counsel violated the rules. App.R. 16(A)(7); App.R. 12(A)(2). A review of the transcript of docket and journal entries reveals that the trial court scheduled and held pretrial conferences and settlement conferences. Moreover, in light of our previous determination that the trial court properly granted summary judgment in favor of Deutsche Bank on its claim for foreclosure, the trial court's denial of Taylor's motions to compel was appropriate. *M & M Metals Internatl., Inc. v. Continental Cas. Co.*, 1st Dist. Nos. C-060551, C-060571, 2008-Ohio-1114, ¶29. The trial court will, however, have the opportunity to reevaluate the motions to compel with respect to any discovery requests that might be relevant to Taylor's counterclaims, which we are remanding as discussed above. Taylor's fourth assignment of error is overruled in part and sustained in part.

ASSIGNMENT OF ERROR VII

"VIOLATION OF JURY TRIAL[.]"

{¶23} In his seventh assignment of error, Taylor contends that the trial court violated his right to a jury trial with respect to Deutsche Bank's claim for foreclosure and his counterclaims. We do not agree.

{¶24} Neither party to a foreclosure action "is entitled to demand a jury trial for the trial of the issue." *Alsdorf v. Reed* (1888), 45 Ohio St. 653, syllabus. Moreover, "[a] litigant's constitutional right to a jury trial is not abridged by the proper granting of a motion for summary judgment." *Washington Mut. Bank F.A. v. Christy*, 12th Dist. No. CA2003-03-075, 2004-Ohio-92, ¶14, citing *Tschantz v. Ferguson* (1994), 97 Ohio App.3d 693, 714; *Houk v. Ross* (1973), 34 Ohio St.2d 77, 83-84. Because we have already determined that the trial court properly granted summary judgment to Deutsche Bank on its claim for foreclosure, it follows that Taylor was not denied the right to a jury trial. Further, because we ordered his counterclaims to be remanded to the trial court for further proceedings, the remainder of this assignment of error is moot. App.R. 12(A)(1)(c). Taylor's seventh assignment of error is without merit.

ASSIGNMENT OF ERROR V

"DEFECTIVE ASSIGNMENT[.]"

{¶25} In his fifth assignment of error, Taylor contends that the assignment of the note and mortgage to Deutsche Bank was defective. We do not agree.

{¶26} In his contention that the assignment was defective, Taylor relies upon R.C. 5301.01 and a statement that a power of attorney was necessary under *Tawil v. Finkelstine Bruckman Wohl & Rothman* (1996), 223 A.D.2d 52. *Tawil*, a New York state appellate case constitutes merely persuasive authority and, in any event, does not stand for the proposition that

a power of attorney was necessary in this case. On the contrary, the assignment on its face appears to comply with R.C. 5301.01 in that Option One Mortgage Corporation acted through a representative who assigned the Taylors' mortgage and note to Deutsche Bank. The representative appeared before a notary public in Minnesota. The assignment was then recorded in Summit County. Taylor's fifth assignment of error is overruled.

ASSIGNMENT OF ERROR VIII

"EGREGIOUS ABUSE OF JUDICIAL DISCRETION[.]"

{¶27} In his eighth assignment of error, Taylor contends that the trial court egregiously abused its discretion in creating the errors that form the basis for his first through seventh assignments of error. We do not agree.

{¶28} Taylor has wholly failed to support this contention with any citations to authority or the record. App.R. 16(A)(7); Loc.R. 7(B)(7); App.R. 12(A)(2). Taylor's eighth assignment of error is overruled.

ASSIGNMENT OF ERROR IX

"IL[L]EGAL WITHDRAWAL OF JUDGES AND COUNSEL[.]"

{¶29} In his ninth assignment of error, Taylor contends that the trial court illegally substituted judges and allowed illegal withdrawal of counsel for Deutsche Bank. We do not agree.

{¶30} Taylor contends that attorney Kevin L. Williams of Manley Deas Kochalski LLC "just walked away from this case after filing a[n] unlawful summary[]judgment motion." Taylor has failed to demonstrate that any attorney has withdrawn either legally or illegally. App.R. 16(A)(7); Loc.R. 7(B)(7); App.R. 12(A)(2).

{¶31} This matter was originally assigned to Judge Shapiro, who retired. He was replaced by Judge Gippin, who no longer serves on the Summit County Court of Common Pleas. Judge Gippin was replaced by Judge Parker, who has made all rulings relevant to this appeal. Moreover, Taylor has failed to demonstrate how any of these judges "illegally with[drew] from this case without explanation after making rulings favorable to plaintiffs[.]" App.R. 16(A)(7); Loc.R. 7(B)(7); App.R. 12(A)(2). Rather than illegally withdrawing, the judges assumed and then left their positions in a lawful manner. Taylor's ninth assignment of error is overruled.

ASSIGNMENT OF ERROR X

"FRAUDULENT ALLONGE NOTE[.]"

{¶32} In his tenth assignment of error, Taylor contends that a fraudulent allonge is attached to the note. We do not agree.

{¶33} As the appellant, Taylor bears the burden of "showing error by reference to matters in the record." *Knapp v. Edwards Laboratories* (1980), 61 Ohio St.2d 197, 199. He directs this Court only to the allonge attached to Deutsche Bank's affidavit in support of summary judgment. He alleges that Option One added the allonge after the note was sold to Deutsche Bank. He then contends, without any support, that the "plaintiffs forged this document, and has [sic] suppressed the date, signed note with initials, it's not certified, has no 'power of attorney[.]'" Accordingly, Taylor has failed to demonstrate error with citations to the record. Id.; App.R. 16(A)(7); Loc.R. 7(B)(7); App.R. 12(A)(2). Taylor's tenth assignment of error is overruled.

III.

{¶34} Taylor's first and second assignments of error are overruled. Taylor's third assignment of error is sustained in part and overruled in part. Taylor's fourth assignment of error

is sustained in part and overruled in part. Taylor's fifth assignment of error is overruled. Taylor's sixth assignment of error is moot. Taylor's seventh assignment of error is overruled in part and moot in part. Taylor's eighth, ninth and tenth assignments of error are overruled. We remand Taylor's counterclaims to the trial court for further proceedings consistent with this opinion.

Judgment affirmed in part,
reversed in part,
and cause remanded.

There were reasonable grounds for this appeal.

We order that a special mandate issue out of this Court, directing the Court of Common Pleas, County of Summit, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time the period for review shall begin to run. App.R. 22(E). The Clerk of the Court of Appeals is instructed to mail a notice of entry of this judgment to the parties and to make a notation of the mailing in the docket, pursuant to App.R. 30.

Costs taxed to all parties equally.

CARLA MOORE
FOR THE COURT

DICKINSON, P. J.
BELFANCE, J.
CONCUR

APPEARANCES:

KENNETH S. TAYLOR, pro se, Appellant.

ROBIN M. WILSON, Attorney at Law, for Appellee.