

21-0419

IN THE SUPREME COURT OF OHIO

Private Travis Lanier

: On Appeal from the Montgomery County

Williams Trustee under

: Court of Appeals second Appellate district court

Declaration of trust

: Court of Appeals case no:

Dated 3-1-17, for

: DATE: (3/3 / 17),

TRAVIS LANIER WILLIAMS

:

REVOCABLE LIVING TRUST

:

AGREEMENT,

:

PLAINTIFF-APPELLANT

:

-VS-

:

PNC, National Bank,

:

DEFENDANT-APPELLEE,

:

MEMORANDUM IN SUPPORT OF JURISDICTION OF APPELLANT PLAINTIFF APPELLANT
TRAVIS LANIER WILLIAMS REVOCABLE LING TRUST AGREEMENT,

Plaintiff-Appellant

No counsel of record,

TRAVIS LANIER WILLIAMS REVOCABLE LIVING TRUST AGREEMENT, WHOSE ADDRESS IS:
1955 Kipling drive Dayton, Ohio 45406-3821.

Defendant-Appellee counsel

PNC, National Bank

Counsel of record

J. Sayre Payne,

(0098117) DINSMORE & SHOHL, LLP

255 EAST FIFTH STREET, SUITE

1900 Cincinnati, Ohio 45202

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EXPLANATION OF WHY THIS CASE IS A CASE OF PUBLIC OR GREAT GENERAL INTEREST AND INVOLVES A SUBSTANTIAL CONSTITUTIONAL QUESTION:

And accordance with the fourteenth amendment to the Constitution section four no obligation shall be paid to the United States or and slave, and accordance with article one section ten section one money shall be backed by gold or silver emphasis added below.

Fourteenth Amendment

Section 4

The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void.

- Amdt14.S4.1 Public Debts of the United States
 - Amdt14.S4.1.1 Public Debt Clause

Article I

Section 10

- **Clause 1**
- No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.
 - ArtI.S10.C1.1 States Engaging in Foreign Policy
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 - ArtI.S10.C1.4 State Ex Post Facto Laws
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And accordance with the Leiber code that legislation passed that the “War Powers Act” has adjourned the Leiber code allowing the president the executor of the executive branch to operate outside of the separation of powers act allowing the president to operate as the legislation branch to make law and go to war by filing national emergence's when deemed necessary and accordance with the repealed act of March 9, 1933 adjourned to June 16, 1933, especially June 5, 1933. There was a term named obligation given on June 5, 1933 due to the Gold Clause Obligation being taken out of public policy. And accordance with the enacting clause all the permanent laws dealing with money and finance, are codified and revised and title 31 U.S.C. Money and Finance, and the common law such as the 14th amendment section four, are article one section ten section one, shall have no application against remedial laws dealing with Money and Finance an accordance with R.C. 1.11, 1.12, emphasis added below.

73d CONGRESS. SESS. I. CHIS. 46-48. JUNE 3, 5, 1933 SECTION. (b),

(b) As used in this resolution, the term "obligation " means an "obligation" (including every obligation of and to the United States excepting currency) payable in money of the United States.

ENACTING CLAUSE,

Pub. L. 97-258, § 1, Sept. 13, 1982, 96 Stat. 877, provided in part that: "Certain general and permanent laws of the United States, related to money and finance, are revised, codified, and enacted as title 31, United States Code, '**Money and Finance**'"

R.C. 1.11 Remedial laws liberally construed.

Remedial laws and all proceedings under them shall be liberally construed in order to promote their object and assist the parties in obtaining justice. The rule of the common law that statutes in derogation of the common law must be strictly construed has no application to remedial laws; but this section does not require a liberal construction of laws affecting personal liberty, relating to amercement, or of a penal nature.

Effective Date: 10-01-1953 .

R.C. 1.12 Special provision shall govern unless it appears that provisions are cumulative.

When a special provision is made in a remedial law as to service, pleadings, competency of witnesses, or in any other respect inconsistent with the general provisions of sections of the Revised Code relating to procedure in the court of common pleas and procedure on appeal, the special provision shall govern, unless it appears that the provisions are cumulative.

Effective Date: 10-01-1953 .

STATEMENT OF THE CASE AND FACTS:

And accordance with Title 31 U.S.C. 3122, R.C. 135.03, the defendant is a national bank as a financial institution as and designated depositories as financial agents for the United States Government, I went to and regional area bank of the defendant I didn't have an account instead my great grandmother did. My great grandmother passed away in intestate and I had forgot to state the facts on my affidavit and accordance with R.C. 317.22, 5301.252, by my trust having a possessory lien interest against her corporeal and incorporeal property to gain access to her account and to give and presentment for my Bond trust indenture and security agreement for indemnity bond to be paid dollar for dollar due to it being an negotiable instrument and accordance with Title 31 U.S.C. 3125. (a), (c), (1), R.C. 1341.01, 133.02, 1303.67, 1.03.(C), EMPHASIS ADDED BELOW.

31 U.S. Code § 3122. Banks and trust companies as depositories

- U.S. Code

(a)

The Secretary of the Treasury may designate incorporated banks and trust companies as depositories for

any part of proceeds of an obligation issued under this chapter. The Secretary may prescribe the conditions under which deposits may be made under this section, including the interest rate on amounts deposited and security requirements.

(b)

The Secretary may designate a bank or trust company that is a depository under subsection (a) of this section as a fiscal agent of the United States Government in selling and delivering bonds and certificates of indebtedness issued by the Government.

31 U.S. Code § 3125. Relief for lost, stolen, destroyed, mutilated, or defaced obligations

(a)

In this section, “obligation” means a direct obligation of the United States Government issued under law for valuable consideration, including bonds, notes, certificates of indebtedness, Treasury bills, and interim certificates issued for an obligation.

(c)

(1)

An indemnity bond is required as a condition of relief if the obligation is payable to bearer or assigned so as to become payable to bearer and is not proven clearly to have been destroyed. The Secretary may prescribe for the indemnity bond the form, amount, and surety or security requirements.

135.03 Institutions eligible as public depositories.

Any national bank, any bank doing business under authority granted by the superintendent of financial institutions, or any bank doing business under authority granted by the regulatory authority of another state of the United States, located in this state, is eligible to become a public depository, subject to sections 135.01 to 135.21 of the Revised Code. No bank shall receive or have on deposit at any one time public moneys, including public moneys as defined in section 135.31 of the Revised Code, in an aggregate amount in excess of thirty per cent of its total assets, as shown in its latest report to the comptroller of the currency, the superintendent of financial institutions, the federal deposit insurance corporation, or the board of governors of the federal reserve system.

Any federal savings association or any savings and loan association or savings bank doing business under authority granted by the regulatory authority of another state of the United States, located in this state, and authorized to accept deposits is eligible to become a public depository, subject to sections 135.01 to 135.21 of the Revised Code. No savings association, savings and loan association, or savings bank shall receive or have on deposit at any one time public moneys, including public moneys as defined in section 135.31 of the Revised Code, in an aggregate amount in excess of thirty per cent of its total assets, as shown in its latest report to the former office of thrift supervision, the comptroller of the currency, the superintendent of financial institutions, the federal deposit insurance corporation, or the board of governors of the federal reserve system.

317.22 Prerequisites to recording.

No deed of absolute conveyance of land or any conveyance, absolute or otherwise, of minerals or mineral rights shall be recorded by the county recorder until:

(A) The conveyance presented to the county recorder bears the stamp of the county auditor stating the conveyance has been examined and the grantor has complied with section 319.202 of the Revised Code;

5301.252 Recording affidavit relating to title.

(A) An affidavit stating facts relating to the matters set forth under division (B) of this section that may affect the title to real estate in this state, made by any person having knowledge of the facts or competent to testify concerning them in open court, may be recorded in the office of the county recorder in the county in which the real estate is situated. When so recorded, such affidavit, or a certified copy, shall be evidence of the facts stated, insofar as such facts affect title to real estate.

(B) The affidavits provided for under this section may relate to the following matters:

(1) Age, sex, birth, death, capacity, relationship, family history, heirship, names, identity of parties, marriage, residence, or service in the armed forces;

(2) Possession;

(3) The happening of any condition or event that may create or terminate an estate or interest;

(4) The existence and location of monuments and physical boundaries, such as fences, streams, roads, and rights of way;

(5) In an affidavit of a registered surveyor, facts reconciling conflicts and ambiguities in descriptions of land in recorded instruments.

(C) The county recorder for the county where such affidavit is offered for record shall receive and cause the affidavit to be recorded as deeds are recorded, and collect the same fees for recording such affidavit as for recording deeds.

(D) Every affidavit provided for under this section shall include a description of the land, title to which may be affected by facts stated in such affidavit, and a reference to an instrument of record containing such description, and shall state the name of the person appearing by the record to be the owner of such land at the time of the recording of the affidavit. The recorder shall index the affidavit in the name of such record owner.

(E) Any person who knowingly makes any false statement in any affidavit provided for in this section is guilty of falsification under division (A)(6) of section 2921.13 of the Revised Code.

Effective Date: 03-18-1997 .

1341.01 Qualifications of sureties.

Sureties must be residents of this state and worth, in the aggregate, double the sum to be secured, beyond the amount of their debts, and have property liable to execution in this state equal to the sum to be secured.

133.02 Public securities are negotiable instruments.

(A) Securities lawfully authorized and issued by an issuer, and fractionalized interests in public obligations, subject to applicable provisions for registration or of the proceedings, are negotiable instruments and

securities under Chapters 1303. and 1308. of the Revised Code, notwithstanding that the promise to pay debt charges on the particular securities or fractionalized interests may be limited to payment out of a particular fund or the proceeds from a particular source.

1303.67 Payment - UCC 3-602.

(A) Subject to division (E) of this section, an instrument is paid to the extent payment is made by or on behalf of a party obliged to pay the instrument and to a person entitled to enforce the instrument.

(E) The obligation of a party to pay the instrument is not discharged under division (A), (B), (C), or (D) of this section under either of the following circumstances:

(b) In the case of an instrument other than a cashier's check, teller's check, or certified check, the party making payment accepted, from the person having a claim to the instrument, indemnity against loss resulting from refusal to pay the person entitled to enforce the instrument.

R.C. 1.03.(C),

Bills of Exchange, Bonds given for the payment of money.

The trial court judge Timothy O. Connell violated his oath of office by not acknowledging the repealed act of June 5, 1933, the enacting clause.

The judge also thought that I wanted my Bond trust indenture and security agreement and indemnity bond to be paid at the public debt limit amount in accordance with Title 31 U.S.C. 3101, when I didn't state any statement of such facts I did cite the federal statute emphasis added below.

31 U.S. Code § 3101 - Public debt limit

(b)

The face amount of obligations issued under this chapter and the face amount of obligations whose principal and interest are guaranteed by the United States Government (except guaranteed obligations held by the Secretary of the Treasury) may not be more than \$14,294,000,000,000, outstanding at one time, subject to changes periodically made in that amount as provided by law through the congressional budget process described in Rule XLIX [1] of the Rules of the House of Representatives or as provided by section 3101A or otherwise.

Due to the trial court and appellate court not taking any consideration upon my indemnity bond or hasn't challenged its validity and accordance with R.C. 133.02.(B), that is a negotiable instrument, there should be a full acquittance and discharge for payment and reliance upon Title 50 U.S.C. 4305. (B), (2), 12 U.S.C. 95a.(b), (2), emphasis added below.

50 U.S. Code § 4305 - Suspension of provisions relating to ally of enemy; regulation of transactions in foreign exchange of gold or silver, property transfers, vested interests, enforcement and penalties

(b),(2)

Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the

administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

12 - BANKS AND BANKING

CHAPTER 2 - NATIONAL BANKS

SUBCHAPTER IV - REGULATION OF THE BANKING BUSINESS; POWERS AND DUTIES OF NATIONAL BANKS

Sec. 95a.(b), (2), - Regulation of transactions in foreign exchange of gold and silver; property transfers; vested interests, enforcement and penalties

(b),(2), Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this section or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this section, or any rule, regulation, instruction, or direction issued hereunder.

Relief:

There shall be no relief granted to the defendant for not dishonoring my presentments.

executed without the United States: "I declare (and certify, verify, and state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (3/31/21).

().

Respectfully submitted, TRAVIS LANIER WILLIAMS REVOCABLE LIVING TRUST
AGREEMENT.

Certificate of Service:

I certify that a copy of this Notice of Appeal was sent by certified mail tracking number: 709,2280,0001
to counsel for appellees, counsel

3333-9232

PNC, National Bank

Counsel of record

J. Sayre Payne,

(0098117) DINSMORE & SHOHL, LLP

255 EAST FIFTH STREET, SUITE

1900 Cincinnati, Ohio 45202

On the (3/31/21)

(2) C m)

Case: CA 028933



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IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY

TRAVIS LANIER WILLIAMS
REVOCABLE TRUST

Plaintiff-Appellant

v.

PNC BANK, NATIONAL
ASSOCIATION

Defendant-Appellee

Appellate Case No. 28933

Trial Court Case No. 2020-CV-3062

FINAL ENTRY

Pursuant to the opinion of this court rendered on the 26th day
of March, 2021, the appeal is dismissed.

Costs to be paid as stated in App.R. 24.

Pursuant to Ohio App.R. 30(A), the clerk of the Court of Appeals shall immediately serve notice of this judgment upon all parties and make a note in the docket of the service. Additionally, the clerk of the Court of Appeals shall send a mandate to the trial court for execution of this judgment and make a note in the docket of the service. Pursuant to App.R. 27, a certified copy of this judgment constitutes the mandate.


MARY E. DONOVAN, Judge


MICHAEL T. HALL, Judge

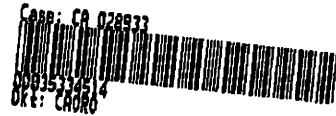

JEFFREY M. WELBAUM, Judge

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Hon. Timothy N. O'Connell
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**IN THE COURT OF APPEALS OF OHIO
SECOND APPELLATE DISTRICT
MONTGOMERY COUNTY**

TRAVIS LANIER WILLIAMS
REVOCABLE TRUST

Plaintiff-Appellant

v.

PNC BANK, NATIONAL ASSOCIATION

Defendant-Appellee

Appellate Case No. 28933

Trial Court Case No. 2020-CV-3062

(Civil Appeal from
Common Pleas Court)

.....
OPINION

Rendered on the 26th day of March, 2021.
.....

TRAVIS LANIER WILLIAMS, 1955 Kipling Drive, Dayton, Ohio 45406
Plaintiff-Appellant, Pro Se

J. SAYRE PAYNE, Atty. Reg. No. 0098117, 255 East Fifth Street, Suite 1900, Cincinnati, Ohio 45202
Attorney for Defendant-Appellee
.....

WELBAUM, J.

{¶ 1} Plaintiff-Appellant, Travis Lanier Williams Revocable Trust ("Trust"), appeals "pro se" from a trial court judgment dismissing its complaint against PNC Bank, National Association (PNC). The Trust's notice of appeal was filed by a non-attorney, however, and therefore was a nullity. As a result, the appeal was not properly perfected within 30 days of the trial court's order, and our appellate jurisdiction was never invoked. Furthermore, even if we could consider the merits of this case, the trial court correctly found that Appellant's complaint failed to state a claim. Accordingly, the appeal will be dismissed.

I. Facts and Course of Proceedings

{¶ 2} As a preliminary point, we note that Travis Williams is representing the Trust, pro se. The brief that Williams has submitted is essentially unintelligible, does not raise any assignments of error, and fails in other ways to comply with the Ohio Rules of Appellate Procedure. We have often said that "[l]itigants who choose to proceed pro se are presumed to know the law and correct procedure, and are held to the same standards as other litigants." *Williams v. City of Dayton*, 2d Dist. Montgomery No. 28318, 2019-Ohio-4190, ¶ 6, quoting *Yocum v. Means*, 2d Dist. Darke No. 1576, 2002-Ohio-3803, ¶ 20. Furthermore, pro se litigants "cannot expect or demand special treatment from the judge, who is to sit as impartial arbiter." *Yocum* at ¶ 20, quoting *Kilroy v. B.H. Lakeshore Co.*, 111 Ohio App.3d 357, 363, 676 N.E.2d 171 (8th Dist.1996). With these thoughts in mind, we turn to discussion of the trial court proceedings.

{¶ 3} In August 2020, Williams, as a trustee, filed an action on the Trust's behalf against PNC. According to the complaint, Williams had given PNC a "Bond Indenture

and Security Agreement and Indemnity Bond, as and [sic] public Debt Obligation to be paid in United States Currency dollar for dollar.” Complaint, p. 2. This “bond,” which was not attached to the complaint but to a pro se form indicating what Williams wanted from the court, was a “Securitization; Non-negotiable, Private Bond for Travis Lanier Williams, Principal; Surety bond, Holder in Due Course & Registered.” Pro Se Filing (Aug. 13, 2020), Ex. A. The bond further stated that “This Private Master Discharging and Indemnity Bond shall be entered as an asset to the United States Department of Treasury in the amount of – ONE HUNDRED BILLION DOLLARS.” *Id.*

{¶ 4} The bond’s issue date was listed as April 2, 2018, and the maturity date was April 2, 2023. The bond further indicated that the Registered Holder and Fiduciary was “THE U.S. Department of the Treasury, bureau of the fiscal services surety Bond program * * *.” *Id.* Williams asserted that the indemnity bond was a public security and a negotiable instrument payable to the Trust. Complaint at p. 8.

{¶ 5} On September 8, 2020, PNC filed a motion to dismiss the complaint for two reasons: (1) Williams, as a pro se trustee, was barred from bringing claims on the Trust’s behalf; and (2) the complaint failed to state a claim upon which relief could be granted. After both sides filed further memoranda, the trial court filed a decision on September 28, 2020, granting the motion to dismiss on both grounds. Williams then filed a pro se notice of appeal for the Trust on October 8, 2020.

II. Discussion

{¶ 6} As indicated, Williams does not assert any assignments of error, and it is nearly impossible to tell from his brief what he claims is error. In its brief, PNC framed

the assignment of error as follows:

The Trial Court Erred in Granting PNC's Motion to Dismiss Plaintiff-
Appellant's Complaint.

Appellee's Brief, p. 1.

{¶ 7} Before we consider the merits of this argument, we must discuss whether the appeal has been properly perfected. "It is elementary that an appeal, the right to which is conferred by statute, can be perfected only in the mode prescribed by statute. The exercise of the right of appeal conferred is conditioned upon compliance with the accompanying mandatory requirements." *Zier v. Bur. of Unemp. Comp.*, 151 Ohio St. 123, 125, 84 N.E.2d 746 (1949), citing *Collins v. Millen*, 57 Ohio St. 289, 291, 48 N.E. 1097 (1897). "No one would contend that a notice of appeal need not be filed within the time fixed by statute. Compliance with a requirement that a notice of appeal shall be filed within the time specified, in order to invoke jurisdiction, is no more essential than that the notice be filed at the place designated and that it be such in content as the statute requires." (Citations omitted.) *Id.*

{¶ 8} In this respect, App.R. 4(A)(1) provides that "a party who wishes to appeal from an order that is final upon its entry shall file the notice of appeal required by App.R. 3 within 30 days of that entry." See also R.C. 2505.07 (mandating a 30-day period for perfecting appeals). However, even if a notice of appeal has been filed within 30 days, an appeal has not been perfected as required if the notice itself is a nullity. In such a situation, our jurisdiction would not have been properly invoked.

{¶ 9} Concerning filings by non-attorneys, R.C. 4705.01 provides in pertinent part that:

No person shall be permitted to practice as an attorney and counselor at law, or to commence, conduct, or defend any action or proceeding in which the person is not a party concerned, either by using or subscribing the person's own name, or the name of another person, unless the person has been admitted to the bar by order of the supreme court in compliance with its prescribed and published rules.

{¶ 10} As a result, "only a licensed attorney may file pleadings on behalf of another party in court." *State ex rel. Army of Twelve Monkeys v. Warren Cty. Court of Common Pleas*, 156 Ohio St.3d 346, 2019-Ohio-901, 126 N.E.3d 1113, ¶ 5, citing *Disciplinary Counsel v. Givens*, 106 Ohio St.3d 144, 2005-Ohio-4104, 832 N.E.2d 1200, ¶ 7. This includes trustees. *Ohio State Bar Assn. v. Ross*, 154 Ohio St.3d 328, 2018-Ohio-4247, 114 N.E.3d 179, ¶ 1. See also *Williams v. Global Constr. Co.*, 26 Ohio App.3d 119, 120, 498 N.E.2d 500 (10th Dist.1985); *Bank of New York v. Miller*, 185 Ohio App.3d 163, 2009-Ohio-6117, 923 N.E.2d 651, ¶ 10 (5th Dist.) (noting that "[a] trustee of a trust, who is not a licensed and registered attorney at law, may not file pleadings, argue, or otherwise represent the trust as its counsel in a court").

{¶ 11} In *Army of Twelve Monkeys*, the Supreme Court of Ohio affirmed the dismissal of a mandamus petition, while modifying the dismissal to be without prejudice. *Army of Twelve Monkeys* at ¶ 8. In affirming the dismissal, the court noted that the inmate of a correctional institution (who had filed the petition), was not listed as an attorney on the court's website and was not permitted to file on behalf of the Army of Twelve Monkeys, which was an unincorporated nonprofit corporation registered with the State of Ohio. *Id.* at ¶ 2, 7, and fn. 2.

{¶ 12} Likewise, Williams is not listed on the website of the Supreme Court of Ohio as an attorney and is not permitted to file pleadings on behalf of the Trust. See The Supreme Court of Ohio Attorney Directory, <https://www.supremecourt.ohio.gov/AttorneySearch/#/search> (accessed Feb. 23, 2021).

{¶ 13} Here, while Williams did file a notice of appeal within 30 days of the trial court's order, the document he filed was a nullity, because " 'any filing by a non-attorney is viewed as a legal nullity.' " *Cannabis for Cures v. State Bd. of Pharmacy*, 2d Dist. Clark No. 2018-CA-12, 2018-Ohio-3193, ¶ 10, quoting *State v. Handcock*, 2d Dist. Clark No. 2016-CA-3, 2016-Ohio-7096, ¶ 11. "Indeed, 'courts throughout the state have consistently held that a complaint, or other pleading undertaken on behalf of a corporation by a non-attorney, is a legal nullity.' " *Id.*, quoting *DiPaolo Indus. Dev., L.L.C. v. Blair & Latell Co., LPA*, 11th Dist. Trumbull No. 2014-T-0006, 2014-Ohio-4317, ¶ 14.

{¶ 14} A "nullity" is defined as "an act void of legal effect." See <https://www.merriam-webster.com/dictionary/nullity> (accessed Feb. 25, 2021). See also *Collegiate Communities LLC v. Kilbane*, 8th Dist. Cuyahoga No. 108903, 2020-Ohio-926, ¶ 9, quoting *Black's Law Dictionary* (Rev. 4th Ed.) (a " 'nullity' [is] an act in a cause that has 'absolutely no legal force or effect.' It is to be treated as though it had not taken place.")

{¶ 15} In *Talarek v. M.E.Z., Inc.*, 9th Dist. Lorain No. 98CA007088, 1998 WL 713226 (Sept. 10, 1998), the court of appeals encountered a situation like the one involved here. The appellant in *Talarek* filed a notice of appeal on behalf of both himself and a clinic. *Id.* at *1. After the appellee filed a motion to dismiss the appeal because the appellant was not an attorney, the court ordered the appellant to show why he was

entitled to represent the clinic. *Id.* Notably, the appellant hired an attorney after the motion to dismiss was filed, but this was insufficient to preserve the appeal. *Id.*

{¶ 16} In resolving the matter, the court first discussed R.C. 4705.01 and the fact that in Ohio, non-attorneys are not allowed to represent corporations. The court then said:

Although Mr. Faymore has now hired an attorney to represent Doctors Clinic Inc., he did so only after he had purported to file the notice of appeal on behalf of the corporation. Inasmuch as Mr. Faymore was not authorized to file any documents on behalf of the corporation, the notice of appeal, to the extent it relates to Doctors Clinic Inc., is a nullity and is stricken from the record. Because no notice of appeal on behalf of Doctors Clinic Inc. is before this Court, it failed to perfect a timely appeal and is dismissed as a party.

Id. at *1.

{¶ 17} Applying the above principles, we conclude that the notice of appeal Williams filed on the Trust's behalf was a nullity. As a result, the appeal was not properly perfected, and therefore no timely appeal was taken from the trial court's judgment. Consequently, our jurisdiction was never invoked, and the appeal must be dismissed.

{¶ 18} Furthermore, even if we were to consider the appeal's merits, the trial court properly dismissed the Trust's complaint. Again, because Williams is not an attorney, he was not permitted to file pleadings on the Trust's behalf, and the documents he filed in the trial court, including the complaint, were also nullities.

{¶ 19} As noted, the second ground for the trial court's decision was that the

complaint failed to state a claim. "The function of a Civ.R. 12(B)(6) motion to dismiss for failure to state a claim upon which relief may be granted is to test the legal sufficiency of a claim, generally contained in the complaint." (Citation omitted.) *Thomas v. Progressive Cas. Ins. Co., Inc.*, 2011-Ohio-6712, 969 N.E.2d 1284, ¶ 8 (2d Dist.). "The defense of failure to state a claim on which relief may be granted asserts that the pleader has failed to plead the operative legal grounds relating to a claim." *Id.*, citing *Mitchell v. Lawson Milk Co.*, 40 Ohio St.3d 190, 532 N.E.2d 753 (1988).

{¶ 20} "In order for a court to dismiss a complaint for failure to state a claim upon which relief can be granted (Civ.R. 12(B)(6)), it must appear beyond doubt from the complaint that the plaintiff can prove no set of facts entitling him to recovery." *O'Brien v. Univ. Community Tenants Union, Inc.*, 42 Ohio St.2d 242, 327 N.E.2d 753 (1975), syllabus. "In construing a complaint upon a motion to dismiss for failure to state a claim, we must presume that all factual allegations of the complaint are true and make all reasonable inferences in favor of the non-moving party." *Mitchell* at 192. While courts typically are restricted to the allegations in the complaint, they may also consider materials that the complaint references. *Thomas* at ¶ 9, citing *State ex rel. Crabtree v. Franklin Cty. Bd. of Health*, 77 Ohio St.3d 247, 248, 673 N.E.2d 1281 (1997), and *State ex rel. Keller v. Cox*, 85 Ohio St.3d 279, 707 N.E.2d 931 (1999).

{¶ 21} In turn, when we review trial court orders granting Civ.R. 12(B)(6) motions to dismiss, we do so on a de novo basis, which means we apply the same standards as the trial court. *Perrysburg Twp. v. Rossford*, 103 Ohio St.3d 79, 2004-Ohio-4362, 814 N.E.2d 44, ¶ 5.

{¶ 22} PNC contends that the complaint was properly dismissed because no set

of facts exists that would entitle the Trust to a disbursement of one hundred billion dollars. PNC notes that courts have dismissed similar legal fantasies brought under a "Redemptionist" theory. The trial court agreed that such claims have been routinely rejected. Decision, Order and Entry Granting Defendant's Motion to Dismiss, p. 3, citing *Bryant v. Washington Mut. Bank*, 524 F.Supp.2d 753, 757-761 (W.D.Va.2007), and *Bank of New York as Tr. v. Markos*, 10th Dist. Franklin No. 05AP-906, 2006-Ohio-2073, ¶ 13-18.

{¶ 23} In *Bryant*, the federal district court explained this theory as follows:

The foundation of Plaintiff's claim is equal parts revisionist legal history and conspiracy theory. Supposedly, prior to the passage of the Fourteenth Amendment, there were no U.S. citizens; instead, people were citizens only of their individual states. Even after the passage of the Fourteenth Amendment, U.S. citizenship remains optional. The federal government, however, has tricked the populace into becoming U.S. citizens by entering into "contracts" embodied in such documents as birth certificates and social security cards. With these contracts, an individual unwittingly creates a fictitious entity (i.e., the U.S. citizen) that represents, but is separate from, the real person. Through these contracts, individuals also unknowingly pledge themselves and their property, through their newly created fictitious entities, as security for the national debt in exchange for the benefits of citizenship. However, the government cannot hold the profits it makes from this use of its citizens and their property in the general fund of the United States because doing so would constitute fraud, given

that the profits technically belong to the actual owners of the property being pledged (i.e., the real people represented by the fictitious entities). Therefore, the government holds the profits in secret, individual trust accounts, one for each citizen.

Because the populace is unaware that their birth certificates and such are actually contracts with the government, these contracts are fraudulent. As a result, the officers of government are liable for treason unless they provide a remedy that allows an individual to recover what she is owed – namely, the profits held in her trust account, which the government has made from its use of her and her property in the commercial markets. In 1933, the government provided just such a remedy with House Joint Resolution 192, and the Uniform Commercial Code (UCC) provides the means for a person to implement it. The fact that virtually no one is aware of this remedy or how to use it is all part of the government's scheme – if no one takes advantage of the remedy, the government can keep the money, so it is in the government's interest that the remedy be obscure. However, one such as Plaintiff, who learns of and is able to implement the remedy, can supposedly use the debt owed to her by the government to discharge her debts to third parties with Bills of Exchange that are drawn on her trust account.

Thus, Plaintiff undertook the arduous process of implementing the supposed remedy, a process its adherents sometimes refer to as "redemption." This consisted primarily of filing various UCC Financing

Statements (Forms UCC1 and UCC3) with the Secretaries of State of both Michigan and Virginia. In these financing statements, Plaintiff lists herself as both the secured party and the debtor, her apparent intent being to register a security interest in the fictitious entity that was created by her birth certificate and other government documents (i.e., the U.S. citizen "MAUREEN FRANCES BRYANT"). In addition, Plaintiff mailed a copy of a "UCC3 claim" and the original Bill of Exchange to the U.S. Secretary of the Treasury. After receiving the signed certified mail return receipt, Plaintiff then sent a copy of the Bill of Exchange to Washington Mutual along with "simple processing instructions so that the funds could be fed-wired to them by the Treasury." (Second Am. Compl. ¶ 40.) According to Plaintiff, "this transaction has already been approved by Treasury," and Washington Mutual's failure to follow the processing instructions "is the only reason that [it] has not received the funding of the Bill of Exchange." (Id.)

Thus viewed in its entirety, Plaintiff's claim that her Bill of Exchange is a legitimate negotiable instrument is clearly nonsense in almost every detail. Most importantly, the alleged legal bases for her claim, House Joint Resolution 192 and *Guaranty Trust Co. of New York v. Henwood*, 307 U.S. 247, 59 S.Ct. 847, 83 L.Ed. 1266 (1939), address nothing more than the U.S. monetary shift away from the gold standard and provide absolutely no support for her position. Neither mentions nor even alludes to secret trust accounts, a remedy for governmental fraud, Bills of Exchange, the UCC, or any of the other implausible elements of Plaintiff's claim.

(Footnotes omitted.) *Bryant*, 524 F.Supp.2d at 758-60.

{¶ 24} Although the Trust's negotiable instrument is labeled as a "Bond Indenture and Security Agreement and Indemnity Bond," rather than a bill of exchange, the legal theory here is similar to the scheme in *Bryant*. From what can be gleaned from the complaint's garbled nature, the Trust appears to assert that it gave the United States Treasury "one hundred billion dollars" and, in return, received a negotiable instrument (the bond), which PNC, as an authorized "public depository," is required to redeem on the Treasury's behalf. Complaint, p. 1-6. And, among the barrage of citations included in the complaint is H.J. Resolution 192, which was mentioned in *Bryant*. Complaint at p. 6; *Bryant* at 760.

{¶ 25} We recently rejected Williams's claim that he was entitled to present self-prepared international bills of exchange drawn on the United States Treasury to pay his water bills. See *Williams v. Dayton Water*, 2020-Ohio-4332, 158 N.E.3d 654, ¶ 20 (2d Dist.). Among other things, we discussed Williams's argument under 12 U.S.C. 95a, which he has also raised here. See Complaint at p. 8; Appellant's Brief, p. 7. In this vein, we observed that:

That section formerly granted, in time of war, authority for the president to regulate transactions in the foreign exchange of gold or silver coin or bullion, currency or securities, and transfers of property in which any foreign country or a foreign national has any interest. See former 12 U.S.C. 95a(1)(A) and (B). The section upon which Williams relies, former 12 U.S.C. 95a(2), provided:

Any payment, conveyance, transfer, assignment, or delivery

of property or interest therein, made to or for the account of the United States, * * * shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this section, or any rule, regulation, instruction, or direction issued hereunder.

12 U.S.C. 95a was in effect until November 30, 2015. As of December 1, 2015, that section has no content and is entitled "Omitted." In short, Section 95a is no longer valid. Accordingly, Williams now cannot state a claim based on that statute, as a matter of law.

(Footnote omitted.) *Id.* at ¶ 15-16. Accordingly, as in *Williams*, the trial court here properly dismissed the complaint for failure to state a claim. *Id.* at ¶ 21-22.

{¶ 26} In *Williams*, we also discussed the Redemptionist theory, as articulated in *Monroe v. Beard*, 536 F.3d 198 (3d Cir.2008). *Id.* at ¶ 17. *Monroe* described the theory as follows:

One instruction book, *Cracking the Code*, calls for the use of commercial law to resist authority, including the correctional and judicial systems. The book adheres to the "Redemptionist" theory, which propounds that a person has a split personality: a real person and a fictional person called the "strawman." The "strawman" purportedly came into being when the United States went off the gold standard in 1993, and,

instead, pledged the strawman of its citizens as collateral for the country's national debt. Redemptionists claim that government has power only over the strawman and not over the live person, who remains free. Individuals can free themselves by filing UCC financing statements, thereby acquiring an interest in their strawman. Thereafter, the real person can demand that government officials pay enormous sums of money to use the strawman's name or, in the case of prisoners, to keep him in custody. If government officials refuse, inmates are encouraged to file liens against correctional officers and other prison officials in order to extort their release from prison. Adherents of this scheme also advocate that inmates copyright their names to justify filing liens against officials using their names in public records such as indictments or court papers.

Id. at 203, fn. 4.

{¶ 27} The difficulty caused by these schemes was discussed in *Monroe*, where the court offered the following example:

These liens and judgments, accessible on financing statement forms, are easy to file. Once registered, however, the fraudulent liens are very burdensome to remove. For example, in a New Jersey incident, criminal defendants registered a fraudulent \$14.5 million lien with the New Jersey Department of Revenue against a federal prosecutor and a \$3.5 million lien against a federal judge for using their "copyrighted" names in court papers and hearings; it took a federal court order to remove them. In addition to the substantial effort and expense required to expunge the liens,

the fraudulent filings ruined the victims' credit reports.

Monroe at 203.

{¶ 28} We mention these points for two reasons. First, based on the documents included with the complaint, the Trust's "bond" appears to have been registered with the Montgomery County Recorder as a mortgage against the United States of America. See File Number 201800031244, page 1 of 2, attached to Pro se Filing (Aug. 13, 2020). Secondly, the Brief filed in our court states that:

Introduction:

Plaintiff herein Mr. Williams is before the appellate court for the misconduct of office of Hon. Timothy N. O'Connell, for violating federal law and the Ohio Revised Code.

Appellant's Brief at p. 1.

{¶ 29} The statement that the trial judge committed misconduct is untrue. This incorrect implication is troubling, as is the fact that an improper mortgage has apparently been filed with the Montgomery County Recorder. In *Bryant*, the court commented that "people frequently end up in prison for pursuing these sorts of schemes." *Bryant*, 524 F.Supp.2d at 763. We noted the same point in *Williams*, and we repeat it here. *Williams*, 2020-Ohio-4332, 158 N.E.3d 654, at ¶ 8.

{¶ 30} Based on the preceding discussion, this case is dismissed.

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DONOVAN, J. and HALL, J., concur.

Copies sent to:

**Travis Lanier Williams
J. Sayre Payne
Hon. Timothy N. McConnell**