COURT OF APPEALS OF OHIO, SECOND APPELLATE DISTRICT, MONTGOMERY COUNTY

# Williams v. U.S. Natl. Bank Assn.

355 U.S. 41 (Ohio Ct. App. 2026) · No. C.A. No. 30762 · Decided June 12, 2026

## SUMMARY

The Ohio Court of Appeals, Second Appellate District, affirmed the dismissal of Reginald Lamar Williams's pro se complaint against U.S. National Bank Association under Ohio Civ.R. 12(B)(6). The court held that the complaint lacked factual allegations supporting a claim and that transactions involving a national bank generally do not qualify as consumer transactions under the Ohio Consumer Sales Practices Act.

## CASE DETAILS

| | |
|---|---|
| COURT | Court of Appeals of Ohio, Second Appellate District, Montgomery County |
| WRITING FOR THE COURT | Robert G. Hanseman; Lewis, P.J.; Huffman, J. |
| JURISDICTION | Ohio Court of Appeals, Second Appellate District, Montgomery County |
| DECIDED | June 12, 2026 |
| DOCKET | C.A. No. 30762 |
| DISPOSITION | affirmed |
| PROCEDURAL POSTURE | Appellant appealed pro se from the Montgomery County Common Pleas Court's dismissal of his complaint under Ohio Civ.R. 12(B)(6) for failure to state a claim. |
| STANDARD OF REVIEW | De novo review applies to a trial court's judgment granting a Civ.R. 12(B)(6) motion; the appellate court independently reviews the complaint, accepts factual allegations as true, and construes reasonable inferences in the plaintiff's favor. |
| PRECEDENTIAL VALUE | Published Ohio Court of Appeals opinion |
| PARTIES | Reginald Lamar Williams v. U.S. National Bank Association |

## TOPICS

motions to dismiss · pleadings · consumer protection · standard of review · appellate procedure

### PRACTICE AREAS

Civil procedure | Appellate procedure | Consumer protection

### QUESTIONS PRESENTED

1. Whether the trial court erred by dismissing Williams's complaint under Civ.R. 12(B)(6) for failure to state a claim under the Consumer Sales Practices Act or any other legal theory.
2. Whether the trial court was required to excuse the complaint's deficiencies or otherwise construe it more liberally because Williams was proceeding pro se.
3. Whether an alleged transaction with a national bank qualifies as a consumer transaction under the Consumer Sales Practices Act.

### HOLDINGS

1. The complaint failed to state a claim because it contained no factual allegations supporting a legal claim against U.S. National Bank Association and did not provide a short and plain statement showing that Williams was entitled to relief.
2. Even if the complaint were construed as asserting a Consumer Sales Practices Act claim, dismissal was proper because a transaction between a financial institution and its customer generally is not a consumer transaction covered by the Act, and no statutory exception applied.
3. A pro se litigant must follow the same procedures and is held to the same legal standard as a litigant represented by counsel, although courts may liberally construe allegations when the pleading's language supports such a construction.

### KEY QUOTATIONS

> *"This court has "never construed Civ.R. 12(B)(6) as permitting either speculation or complaints that are devoid of factual allegations supporting the legal claims.""* (¶ 15)

> *"Having overruled both assignments of error raised by Williams, the judgment of the trial court is affirmed."* (¶ 17)

### FACTUAL BACKGROUND

Williams filed a fill-in-the-blank complaint containing only two sentences, alleging that a court had previously found a bank employee to have violated the Consumer Sales Practices Act and had awarded him $12 billion. He sought $21,818,181,818 from U.S. National Bank Association, but included no other factual allegations explaining a legal claim against the bank. Williams later asserted on appeal that he had contacted the bank for financial assistance for a business venture and had been denied service, but those facts were not included in his complaint.

### PROCEDURAL HISTORY

Williams filed a two-sentence pro se complaint against U.S. National Bank Association on January 2, 2026, seeking more than $21.8 billion. The trial court granted the bank's Civ.R. 12(B)(6) motion on January 27, 2026, finding that the complaint failed to comply with Civ.R. 8(A) and contained no factual allegations supporting a legal claim. The Second District affirmed after independently reviewing the complaint.

## DISPOSITION

affirmed

## CASES CITED

- Doe v. Greenville City Schools, 2021-Ohio-2127, ¶¶ 8-9 (2d Dist.)
- State ex rel. Hanson v. Guernsey Cty. Bd. of Commrs., 1992-Ohio-73, ¶ 9
- Coddington v. Zurawka, 2026-Ohio-1301, ¶ 8 (2d Dist.)
- Mitchell v. Lawson Milk Co., 40 Ohio St.3d 190, 192 (1988)
- O’Brien v. Univ. Community Tenants Union, Inc., 42 Ohio St.2d 242, 245 (1975)
- Conley v. Gibson, 355 U.S. 41, 45 (1957)
- Boyd v. Archdiocese of Cincinnati, 2015-Ohio-1394, ¶ 13 (2d Dist.)
- Ament v. Reassure Am. Life Ins. Co., 2009-Ohio-36, ¶ 60 (8th Dist.)
- Perrysburg Twp. v. Rossford, 2004-Ohio-4362, ¶ 5
- Cincinnati v. Beretta U.S.A. Corp., 2002-Ohio-2480, ¶¶ 4-5
- Fendrich v. F.I.F. Development, Inc., 1991 WL 222005, *1 (9th Dist. Oct. 16, 1991)
- Ferron v. Fifth Third Bank, 2008-Ohio-6967, ¶ 8 (10th Dist.)
- State ex rel. Neil v. French, 2018-Ohio-2692, ¶¶ 10-11
- State ex rel. Gessner v. Vore, 2009-Ohio-4150, ¶ 5
- State ex rel. Fuller v. Mengel, 2003-Ohio-6448, ¶ 10
- Sabouri v. Ohio Dept. of Job & Family Servs., 145 Ohio App.3d 651, 654 (10th Dist. 2001)
- Baker v. Ohio Dept. of Rehab. & Corr., 144 Ohio App.3d 740, 744 (4th Dist. 2001)
- Sacksteder v. Senney, 2012-Ohio-4452, ¶ 45 (2d Dist.)