MEMORANDUM DECISION

APPELLANT *PRO SE*

Warren Parks
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ATTORNEYS FOR APPELLEE

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IN THE COURT OF APPEALS OF INDIANA

Warren Parks,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff.

September 7, 2022

Court of Appeals Case No. 22A-CR-1129

Appeal from the Union Circuit Court

The Honorable Matthew R. Cox, Judge

Trial Court Cause No. 81C01-0608-FD-210

Bradford, Chief Judge.

Case Summary

[1] After pleading guilty to four counts of Class D felony theft, Warren Parks was ordered to pay $956.63 in restitution. Parks submitted documents to the trial court, which he claimed satisfied his restitution obligation. Apparently believing that the trial court did not adequately credit his documents, Parks filed what he referred to as a praecipe for withdrawal of submission. Parks appeals the denial of the praecipe. We affirm.

Facts and Procedural History

[2] Our decision in Parks's first appeal instructs us as to the underlying facts leading to this appeal:

> In August 2006, the State charged Parks with four counts of theft as class D felonies under cause number 81C01-0608-FD-210 ("Cause No. 210"). That same month, the State charged Parks with four counts of theft as class D felonies under cause number 81C01-0609-FD-253 ("Cause No. 253")…. Parks pled guilty to two counts of theft as class D felonies under Cause No. 210 and two counts of theft as class D felonies under Cause No. 253. The plea agreement stated that "[o]n each Count in each cause number [Parks] shall be sentenced to a period of incarceration of Three (3) years, with One (1) year suspended and placed on probation for the suspended portion of the sentence, with terms and conditions of probation to be determined by the Court." Appellant's Appendix at 11. The trial court accepted the plea agreement and sentenced Parks accordingly.

Parks v. State, 81A04-0810-PC-600 *1 (Ind. Ct. App. Jan. 14, 2009). The trial court denied Parks's subsequent motion to reject his plea agreement. *Id.* at *2.

Parks appealed, arguing that the trial court erred in denying his motion to reject his plea agreement, his convictions violated the prohibitions against double jeopardy, and the imposed probation transfer fee violated the Equal Protection Clause. *Id.* at * 1–2. We issued a memorandum decision on January 14, 2009, affirming the trial court. *Id.* at *2.

[3] As a result of his convictions, Parks was ordered to pay $956.63 in restitution. On January 21, 2010, the trial court outlined Parks's probation and restitution obligations and specifically ordered him to pay "the sum of $50" monthly toward restitution. Appellant's App. Vol. II p. 9. Although an entry on the CCS dated January 21, 2010, indicates that Parks filed a notice of appeal, Parks did not perfect an appeal.

[4] Parks filed another notice of appeal on January 4, 2012. *Parks v. State*, 81A01-1201-CR-19 *1 (Ind. Ct. App. Aug. 13, 2012). The trial court issued an order dismissing the notice of appeal.

> On January 20, 2012, Parks filed an answer to the trial court's ordering dismissing the January 4, 2012 notice of appeal. That same day, the trial court issued an order finding Parks "in direct contempt of court for the contents of the pleading" and sentenced him to six months in the Union County Jail. Appellant's App. p. 16. Parks filed [another] notice of appeal on February 21, 2012, in which he levied a challenge to the trial court's contempt finding.

Id. In that appeal, Parks challenged the trial court's contempt finding, argued that the trial court abused its discretion in denying his motion to dismiss, and

again argued that his underlying convictions violated the prohibitions against double jeopardy. *Id.* at *2. We issued a memorandum decision on August 13, 2012, affirming the trial court. *Id.*

[5] Over the next eleven years, Parks filed numerous motions and made several attempts to initiate an appeal. On January 14, 2022, Parks filed an "Affidavit of Truth, Facts" in which he stated the following:

> Now Come the Aggregate-Beneficiary, Warren Parks, (Parks), by irgonance [sic], and deception, Now as the Accomodation [sic] party for the Petitioner Warren Parks, this Court now having find the Accomondation [sic] Party, in Contempt of Court, and said Park owes this Court Nine hundred- Sixty-three cents [sic] (956.63¢). Parks now ACCEPTED for value Per HJR 192 of 1933 exempt from Levy 956.63. All Parks now has is the six month [sic] now.

Appellant's App. Vol. II p. 19. Parks attached what he refers to as an "Affidavit of Payment" to his "Affidavit of Truth, Facts" (collectively, "the Affidavits"). Appellant's App. Vol. II pp. 21–22. The "Affidavit of Payment" commanded the recipient to "Deposit to US Treasury" the sum of $956.63, stating "1. This is a money order 2. Pay to the US Treasury." Appellant's App. Vol. II p. 21. A third document stated that "Accepted for Value" was "$1,000. dollar amount ... deposit to US Treasury Charge to Strawman WARREN PARKS." Appellant's App. Vol. II p. 22. The CCS does not list these filings but does indicate that Parks filed a "Bill of Exchange for Post-Settlement and Closure" on November 15, 2021, and an un-described document on January 20, 2022. Parks apparently believed his filings required action by the trial court,

leading him to file what he called a praecipe for withdrawal of submission on April 22, 2022. On April 26, 2022, the trial court denied Parks's praecipe, noting that "this matter has been decided on more than one occasion. There are no issues to resolve." Appellant's App. Vol. II p. 27.

Discussion and Decision

[6] Parks first appears to contend that the trial court erred by ruling on his praecipe without conducting an in-person hearing. Parks, however, points to nothing in the Indiana Trial Rules that requires a trial court to hold an in-person hearing before ruling on every motion, petition, or request filed in the court. In addition, while Parks cites to *Londoner v. City and County of Denver*, 210 U.S. 373 (1908), for the proposition that, under some circumstances, due process requires an in-person hearing, he acknowledges that the situation in *Londoner* "is readily and starkly distinguishable from the instant case." Appellant's Br. p. 6.

[7] Parks also contends that the trial court erred by failing to honor the Affidavits as payment for his restitution obligation. "An order of restitution is within the trial court's discretion and will be reversed only upon a finding of abuse of discretion." *Ault v. State*, 705 N.E.2d 1078, 1082 (Ind. Ct. App. 1999). "An abuse of discretion occurs when a trial court's decision is clearly against the logic and effect of the facts and circumstances before the court." *Anderson v. State*, 961 N.E.2d 19, 26 (Ind. Ct. App. 2012).

[8] Parks believes that the Affidavits constitute full satisfaction of his restitution obligation. Parks claims that

> HJR. 192 of June 5, 1933 is the bond the government uses to re-credit the people, upon demand, because the Roosevelt administration took the people [sic] gold. HJR. 192 is an insurance policy that cancels the execution of debt required by law. The administration court said that The Appellant owe [sic] 956.63; (Nine hundred and fifty-six dollars and sixty[-]three cents for restitution and court costs. Parks use [sic] his HJR. 192 to discharge the debt.… Parks use [sic] his bond to pay a bill and that's what Public Policy does. Public policy is the bond that pays Parks [sic] debts. It is a promise to pay all charges that we accept for payment. Parks had a debt that existed with this administration court, the best Parks can do is to write it off, that can only be done by returning the bill to its maker the Union Circuit Court for mutual offset credit exemption exchange. The Union Circuit Court keep [sic] the note and then refuse [sic] to discharge the debt, which is criminal. Parks has a claim as a creditor. The HJR. 192 of 1933, the Union Circuit Court kept and did not give a receipt.

Appellant's Br. p. 9. Parks further claims that he "gave the Appellee the HJR. 192 of 1933, to settle the private side, so Parks doesn't owe them any more money." Appellant's Br. p. 10.

[9] In citing "HJR. 192," Parks appears to refer to a congressional joint resolution of June 5, 1933.

> House Joint Resolution 192 bears the heading, "To assure uniform value to the coins and currencies of the United States," and states, in essence, that obligations requiring payment "in gold or a particular kind of coin or currency, or in an amount in

> money of the United States measured thereby" are against public policy, and that U.S. currency is legal tender for all debts. H.R.J. Res. 192, 73d Cong. (1933).

Bryant v. Wash. Mut. Bank, 524 F. Supp. 2d 753, 759 n.9 (W.D. Va. 2007). In denying a similar claim, the *Bryant* Court previously noted that the House Joint Resolution 192 addresses "nothing more than the U.S. monetary shift away from the gold standard." *Id.* at 760. It therefore provides absolutely no support for Parks's position. The Affidavits have no connection to money. Parks has failed to convince us that the trial court abused its discretion in any regard.[1]

[10] The judgment of the trial court is affirmed.

Bailey, J., and Robb, J., concur..

[1] To the extent that Parks raises an additional claim that the trial court somehow exceeded its jurisdiction, Parks has failed to present a cogent argument on this issue and the issue is therefore waived for appellate review. *See Basic v. Amouri*, 58 N.E.3d 980, 984 (Ind. Ct. App. 2016) (providing that *pro se* litigants are bound to follow the established rules of procedure and must be prepared to accept the consequences of their failure to do so, including waiver for a failure to present a cogent argument on appeal); *see also* Ind. Appellate Rule 46(A)(8)(a) (requiring that arguments be supported by cogent reasoning).