

**NONPRECEDENTIAL DISPOSITION**

To be cited only in accordance with FED. R. APP. P. 32.1

**United States Court of Appeals**

**For the Seventh Circuit  
Chicago, Illinois 60604**

Submitted February 24, 2026\*

Decided February 24, 2026

**Before**

MICHAEL B. BRENNAN, *Chief Judge*

THOMAS L. KIRSCH II, *Circuit Judge*

JOSHUA P. KOLAR, *Circuit Judge*

No. 25-2689

JORDAN TALLEY-SMITH, also known  
as JORDAN C. SMITH,  
*Plaintiff-Appellant,*

Appeal from the United States District  
Court for the Northern District of  
Indiana, Hammond Division.

*v.*

No. 2:24-CV-259-PPS-APR

MISSION LANE, LLC,  
*Defendant-Appellee.*

Philip P. Simon,  
*Judge.*

**ORDER**

Jordan Smith appeals the district court's dismissal of his second amended complaint in which he sued Mission Lane, LLC, for not accepting a "bill of exchange" he tendered as payment for a debt. We affirm the judgment.

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\* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

In April 2024, Smith tendered what he referred to as a “bill of exchange” as payment of the remaining balance on his credit account with Mission Lane. In this document, Smith instructed Mission Lane “to apply Principals Balance to Principals Account number ending in 3753 each and every billing cycle in Accord and Satisfaction to the contract for set-off.” But Mission Lane understandably did not process his “bill of exchange” as valid payment. Smith sent four more “notices” demanding that Mission Lane accept his “bill of exchange” as payment and refund the remaining balance in his account. Mission Lane ignored Smith’s documents and continued to inform credit reporting agencies that Smith’s account was delinquent. Smith then brought this suit in the Superior Court of Lake County, Indiana.

Mission Lane removed the case to federal court and then moved to dismiss. In response, Smith sought to amend his complaint and manually filed twenty motions, including motions to compel discovery, for sanctions, and for a permanent injunction. The court stayed discovery and struck Smith’s amended complaint and motions, determining that Smith’s filings violated Rule 11 of the Federal Rules of Civil Procedure and the court’s local rules, N.D. Ind. L.R. 5-4(b)(1)(C), because he provided only a typed signature on each document and did not clearly identify the plaintiff. He had typed on each of the documents:

Jordan C. Smith, Trustee,  
Jordan Talley-Smith Private Trust  
Ambassador, Nation of Amnesty Coalition

The court gave Smith additional time to file a second amended complaint and warned him that he must physically sign his filings and clearly identify who the plaintiff was, because a trust could litigate only with a lawyer.

In his second amended complaint, Smith sued Mission Lane for violating the Truth in Lending Act, 15 U.S.C. §§ 1601, 1666; the Equal Credit Opportunity Act, *id.* § 1691; the Fair Debt Collection Practices Act, *id.* § 1692; the Fair Credit Reporting Act, *id.* § 1681; the Uniform Commercial Code Articles 3 and 9 (as adopted in IND. CODE §§ 26-1-3.1-104, 26-1-9.1-103); as well as for breach of fiduciary duty and fraudulent securitization practices. Smith also did not heed the court’s warning and hand signed his second amended complaint as “Jordan C. Smith Trustee for the JORDAN TALLEY-SMITH Foreign Trust,” and insisted that he was “the authorized agent of JORDAN TALLEY-SMITH.”

The court dismissed Smith's second amended complaint. At the outset, the court explained that, in the interests of justice, it would construe Smith—rather than his purported trust—as the plaintiff in this case. The court next determined that all of Smith's claims were premised on the frivolous argument that his “bill of exchange” was a valid payment that had satisfied his debts. As relevant to this appeal, the court determined that Smith had not stated a claim under the Truth in Lending Act because the only billing error he identified was his supposed payment. The court dismissed his case with prejudice because amendment would be futile given Smith's frivolous theory.

Smith appeals and first argues that the district court should have liberally construed his filings as bringing his own claims rather than those of his trust. But that is exactly what the district court did. Smith otherwise maintains that Federal Rule of Civil Procedure 17(a)(1)(E), which provides that trustees may sue in their own names, allows a pro se litigant to represent a trust in a federal lawsuit. But Rule 17(a)(1)(E) merely clarifies who is designated as the party when a trustee sues on behalf of a trust; it does not allow a pro se litigant to represent a trust because a pro se litigant cannot represent anyone or anything besides himself. *Georgakis v. Ill. State Univ.*, 722 F.3d 1075, 1077 (7th Cir. 2013); *see also C.E. Pope Equity Tr. v. United States*, 818 F.2d 696, 698 (9th Cir. 1987) (holding that a non-attorney trustee may not represent a trust pro se).

Smith next argues that he was denied a meaningful opportunity to be heard when the court struck his filings under Rule 11(a). We review legal determinations de novo and applications of Rule 11(a) for abuse of discretion. *Marcure v. Lynn*, 992 F.3d 625, 628 (7th Cir. 2021). Rule 11(a) requires that “[e]very pleading, written motion, and other paper must be signed ... by a party personally if the party is unrepresented.” FED. R. CIV. P. 11(a). An unrepresented party must handwrite his or her signature unless there is a local rule allowing for typed signatures. *Becker v. Montgomery*, 532 U.S. 757, 763–64 (2001). But the district court's local rules require that any manually filed documents “include the filer's original signature,” which the rules specify does not include stamped or faxed signatures. N.D. Ind. L.R. 5-4(b)(1)–(2) (emphasis added). Because Smith did not resubmit his filings with an original signature, we see no abuse of discretion in the court's decision to strike his filings. *See* FED. R. CIV. P. 11(a); *Marcure*, 992 F.3d at 630.

On the merits, Smith focuses on only one of his theories and argues that his written notice of a billing error triggered Mission Lane's obligation to respond to his notices under § 1666 of the Fair Credit Billing Act, regardless of whether an error had occurred. The Fair Credit Billing Act establishes procedural rights and requirements for

consumers seeking to resolve billing errors. 15 U.S.C. § 1666; *see also* 12 C.F.R. § 226.13. A consumer who believes there is a billing error on his statement has sixty days from receiving the statement to notify the creditor of that error. 15 U.S.C. § 1666(a). A notice sent to a creditor triggers a creditor's obligations under § 1666 only if it (1) identifies the debtor's name and account number, (2) indicates his belief that the statement contains a billing error and the amount of the error, and (3) explains the reasons for that belief. *Id.* A creditor who receives such a notice must send written acknowledgement and either correct the error or provide a written explanation of why the statement was correct. *Id.*

Although the requirements for a notice of billing error do not present a high bar, even with a liberal construction Smith has not identified any document that satisfies them. Smith maintains that he sent his first notice under the Act on April 13, 2024, in response to his April account statement. But the "notice" that Smith sent to Mission Lane on April 13 was in fact his "bill of exchange" purporting to pay down his account balance and contained no reference to any error in his April statement. His second and third notices, sent in May, were virtually identical to the first other than their titles and likewise did not suggest that there was a billing error in his statements. That same month, Smith sent a fourth notice to Mission Lane demanding a refund of the remaining balance of his account. Although this notice referenced a billing statement, it did not explain why Smith believed the statement was erroneous—only why he believed he was entitled to payment. Similarly, his fifth notice merely informed Mission Lane that he believed their refusal to accept his "bill of exchange" violated the Federal Reserve Act and he was entitled to redress. As the district court explained, Smith's theory that the bill of exchange satisfied his debts was frivolous. And he otherwise gave Mission Lane no reason to believe that there was any billing error in any of his statements that might require acknowledgement and response under § 1666.

Smith next argues that the court should have allowed "targeted amendment" or "limited discovery" instead of dismissing his second amended complaint with prejudice. Unless a district court is certain from the face of the complaint that any amendment would be futile, it should grant leave to amend after dismissing a complaint. *Runnion v. Girl Scouts of Greater Chi. & Nw. Indiana*, 786 F.3d 510, 519–20 (7th Cir. 2015). Here, Smith was given two opportunities to amend his complaint before the court determined that any further amendments would be futile. We see no abuse of discretion. The claims in Smith's second amended complaint were still premised on his frivolous assertion that his "bill of exchange" was a valid payment of his debts. No amendment to his complaint could make this underlying theory any less frivolous. Although Smith argues for the first time in his reply that he could have raised plausible

claims under other provisions of the Truth in Lending Act, he raised this argument too late and it is forfeited, if not waived. *See Minocqua Brewing Co. LLC v. Hess*, 160 F.4th 849, 856–57 (7th Cir. 2025).

We have considered Smith’s other arguments, and none merits discussion.

AFFIRMED