

¶ 3 The parties were married in 1989. In 1996, petitioner filed a petition for dissolution of the marriage in the circuit court. In 1997, the parties entered into a marital settlement agreement and joint parenting agreement, and the trial court later entered a judgment dissolving the marriage. Petitioner agreed to pay child support to his ex-wife. The parties battled over child support delinquencies for a number of years.

¶ 4 In 2010, petitioner began a series of actions which generally fall within the *modus operandi* of “sovereign citizens,” a group which espouses bizarre theories to subvert the legal process. See *Parkway Bank v. Korzen*, 2013 IL App (1st) 130380, ¶ 1. He first recorded an affidavit with the Cook County Recorder of Deeds in which he purported to revoke his own marriage (although it had been dissolved by order of court years earlier) on the basis that he did not know that when he married, he was giving “a power of attorney over [his] property and person to the State of Illinois.”

¶ 5 In 2011, the court entered judgments against petitioner totaling about \$55,000 for delinquent child support obligations and establishing a monthly payment plan to gradually pay that judgment. In 2012, petitioner filed what he characterized as a motion to terminate his child support obligations. In the motion, petitioner asserted that he had paid the support delinquencies by filing a “certified promissory note,” a copy of which was purportedly attached to the motion, with the State of Illinois child support disbursement unit, and that the note was sufficient to pay the entire arrearage. No such note, however, appears anywhere in the record, whether as an attachment to the motion or otherwise. We resolve any doubts which may arise from the incompleteness of the record against an appellant. *Foutch v. O’Bryant*, 99 Ill. 2d 389, 392

assumed name. We direct our clerk to correct the caption as set forth above so that the style of this case corresponds to that used above.

(1984). The motion and the brief supporting it, however, make it abundantly clear that the note was so-called “funny money” used by sovereign citizen adherents and based on misapplication of the Uniform Commercial Code and related statutes. Such “financial instruments” are hardly worth the paper on which they are written, and are useless to pay any debt. See *Becker v. Department of Registration & Education*, 159 Ill. App. 3d 796, 799 (1987) (dismissing claim that debt to State of Illinois was payable with a “conditional promissory note”); *Federal Land Bank v. Brakke*, 417 N.W.2d 380 (N.D. 1988) (affirming order declaring attempt to pay off a mortgage payoff with a “sight draft” payable with a “certificate of credit” to be a “sham” and imposing sanctions for appealing such an order.)

¶ 6 The trial court did not act immediately on the 2012 motion. In July 2013, petitioner filed a motion to modify his child support obligations, making no reference to the 2012 motion or the rescission affidavit. That motion requested that his monthly payments be reduced due to various personal circumstances. A month later, petitioner filed another motion “to dismiss and void all orders and judgments for lack of subject matter jurisdiction.” That motion made an oblique reference to the effect that it was intended to replace the 2012 motion that had never been resolved. It asked to declare the 2011 child support judgment as void on the basis that he was unaware when he married that the State of Illinois was a third party to any marriage. Accordingly, he concluded, he had a right to rescind his marital obligations without judicial intervention, and that he did so by recording his marriage rescission affidavit in 2010. Petitioner then concluded that this rescission obviated the need for him to pay any child support, that the trial court lacked subject matter jurisdiction over him, and that any judgment entered against him was void. The respondent filed a *pro se* response stating, among other things, that the petitioner had “entered into a cult” whose “members are being informed that they do not have to pay their

bills ***.” The pending motions were resolved through an order in which the trial court noted that the petitioner’s motion to modify support was withdrawn and that his motion to dismiss was denied. This appeal followed.

¶ 7 Initially, we note that respondent has failed to file an appellee’s brief. However, the record is simple and the claimed errors are such that we can easily decide them without the aid of appellee’s brief. See *First Capital Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). Therefore, we need not reverse simply because respondent failed to file a brief.

¶ 8 The argument in petitioner’s brief is but a two and one-half pages long. It cursorily rests on the theme that the court lacks jurisdiction over him. It contains citation to four irrelevant cases which merely support uncontroversial and well-established points of law hardly even related to the issue at hand. As such, the brief fails to comply with Illinois Supreme Court Rule 341(h)(7). See Ill. S. Ct. R. 341(h)(7) (eff. Feb. 6, 2013). The brief also contains no citations to the record, no table of contents to the record, nor copies of the orders being appealed. All are required. *Id.* We would be justified in dismissing this appeal for failure to comply with the requirements of the applicable rules. See *Bank of America, N.A. v. Kulesza*, 2014 IL App (1st) 132075, ¶ 18. However, because the matter falls within our discretion, and we believe petitioner is likely to raise the issue again, we will resolve the issues on the merits. By doing so, we remind petitioner that this ruling becomes *res judicata* on the issues of the validity of: (1) the marriage rescission affidavit; and (2) the outstanding child support judgment. Further attempts to evade his child support obligations by relitigating these frivolous theories may result in sanctions.

¶ 9 Petitioner’s assertion that the court below lacked jurisdiction is particularly fallacious in that it was he who began the proceedings in the first instance by filing for a dissolution of

marriage and requesting that the court adjudicate the rights of the parties. Accordingly, he subjected himself to jurisdiction of the court. His specious argument regarding lack of knowledge is entirely based on an appellate court's metaphorical reference in *dicta* that "[m]arriage is a three-party contract between the man, the woman, and the State." *West v. West*, 294 Ill. App. 3d 356, 360 (1998). The "marriage is a contract" metaphor was hardly so novel that it would take a spouse by surprise. Illinois courts had used it for decades before the petitioner's 1989 marriage. *Leland v. Leland*, 319 Ill. 426, 430-31 (1925) ("Marriage is a civil contract, to which there are three parties, the husband, the wife, and the state; and while a suit for divorce upon its face is a mere controversy between the parties to the record, yet the public occupies the position of a third party, and it is the duty of the state, in the conservation of the public morals, to guard the relation."). Unmarried persons are responsible to pay child support for children born out of wedlock on the same basis as those born within the marriage. 750 ILCS 45/3 (West 2012) ("The parent and child relationship, including support obligations, extends equally to every child and to every parent, regardless of the marital status of the parents."); *Gomez v. Perez*, 409 U.S. 535, 538 (1973) ("We therefore hold that once a State posits a judicially enforceable right on behalf of children to needed support from their natural fathers there is no constitutionally sufficient justification for denying such an essential right to a child simply because its natural father has not married its mother.") Petitioner's attempt to invalidate both his marriage and child support obligations by unilaterally recording a rescission affidavit is based on imaginary non-existent law; Illinois law gives the judiciary the right to resolve those issues. See generally 750 ILCS 5/101 *et seq.* (West 2012).

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¶ 10 We therefore hold that the orders in question from are not void. The court below had, and has, jurisdiction over the marriage of the parties and the child support dispute at issue. Accordingly, it properly denied the motion to invalidate the orders in question.

¶ 11 Affirmed.