STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0104

State of Minnesota,
Respondent,

vs.

Eugene Nathaniel Arnold, III,
Appellant.

Filed December 1, 2025
Affirmed
Johnson, Judge

Sherburne County District Court
File No. 71-CR-21-525

Keith Ellison, Attorney General, St. Paul, Minnesota; and

Dawn Nyhus, Sherburne County Attorney, George R. Kennedy, Assistant County Attorney, Elk River, Minnesota (for respondent)

Cathryn Middlebrook, Chief Appellate Public Defender, Evan Ottaviani, Assistant Public Defender, St. Paul, Minnesota (for appellant)

Considered and decided by Reyes, Presiding Judge; Frisch, Chief Judge; and Johnson, Judge.

NONPRECEDENTIAL OPINION

JOHNSON, Judge

Eugene Nathaniel Arnold III sent two documents entitled "cashier's check" to a creditor to satisfy a debt. After a court trial, the district court found Arnold guilty of two counts of offering a forged check. We conclude that the evidence is sufficient to prove Arnold's guilt beyond a reasonable doubt. Therefore, we affirm.

FACTS

On December 28, 2020, the Sherburne County District Court entered judgment in a criminal case against Arnold. The district court imposed a prison sentence but stayed execution of the sentence. The district court also ordered restitution in the amount of $1,564.78, a surcharge of $75.00, and a law library fee of $10.00, for a total of $1,649.78.

Two days later, Arnold mailed an envelope to the office of the Sherburne County Court Administrator. Inside the envelope was a document entitled "CASHIER'S CHECK" in the amount of $26,649.78. The purported cashier's check, which was introduced into evidence as exhibit 2, is appended to this opinion. The envelope included other documents, including a "letter of credit," which explains Arnold's means of satisfying the judgment debt, and a document warning that it would be fraudulent for the recipient to not process the cashier's check within three days.

A few weeks later, on February 12, 2021, Arnold mailed a second envelope to the court administrator's office. Inside the second envelope was another document entitled "CASHIER'S CHECK," this time in the amount of $1,564.78, which is the amount of restitution ordered in the prior criminal case. The second purported cashier's check, which was introduced into evidence as exhibit 3, also is appended to this opinion. The second envelope included other documents, including a letter explaining that the check was enclosed "for private placement settlement of my account" and requesting that the recipient "credit my account," a letter from the United States Internal Revenue Service to "Eugene

Arnold Private Bank E&T," and an e-mail message apparently sent to Arnold by the United States Securities and Exchange Commission.

A supervisor in the court administrator's office reported the matter to the office of the county sheriff. A deputy sheriff contacted Arnold by telephone in March 2021 and recorded the conversation. The deputy asked Arnold to explain the authority under which he issued the cashier's checks. Arnold responded by asking the deputy to do a Google search for Eugene Arnold Private Bank Estate and Trust. Arnold explained that his private bank is "registered with the SEC," which has "accepted" the "authority for me to issue these private instruments." Arnold explained further that "this is real live monetary money that is . . . federally regulated" and that "anyone who does not process those instruments . . . will be prosecuted by the SEC" or another governmental entity. Arnold also stated that the court administrator's office could "take that check . . . to [a] transferring agent," who could submit it to an office of the federal government, which would "give . . . credit . . . for that instrument."

In April 2021, the state charged Arnold with two counts of offering a forged check, in violation of Minn. Stat. § 609.631, subd. 3 (2020). Arnold appeared without counsel at all pre-trial proceedings. Arnold waived his right to a trial by jury, and the case was tried to the court on one day in December 2021. Before the state called its first witness, Arnold informed the district court that he did not intend to participate in the trial, and he left the courtroom. Arnold did not return, and the trial proceeded in his absence.

The state called two witnesses: the court-administration supervisor who reported the matter and the deputy who interviewed Arnold by telephone. The state also introduced five exhibits: the judgment in the prior criminal case, the two envelopes that Arnold sent to the court administrator's office and their contents, an audio-recording of the deputy's telephone call with Arnold, and a transcript of that telephone call.

In January 2022, the district court filed an order in which it found Arnold guilty of both charges. At a sentencing hearing in October 2024, the district court imposed a sentence of 15 months of imprisonment on count 1 but stayed execution of the sentence. The district court did not impose a sentence on count 2. Arnold appeals.

DECISION

Arnold argues that the evidence is insufficient to support his convictions.

The applicable statute provides, "A person who, with intent to defraud, offers, or possesses with intent to offer, a forged check, whether or not it is accepted, is guilty of offering a forged check . . . ." Minn. Stat. § 609.631, subd. 3. To determine whether a defendant offered or possessed "a forged check," we refer to the preceding subdivision of the check-forgery statute, which provides as follows:

> A person is guilty of check forgery . . . if the person, with intent to defraud, does any of the following:
>
> (1) falsely makes or alters a check so that it purports to have been made [1] by another, or [2] by the maker under an assumed or fictitious name, or [3] at another time, or [4] with different provisions, or [5] by the authority of one who did not give authority; or
>
> (2) falsely endorses or alters a check so that it purports to have been endorsed by another.

Minn. Stat. § 609.631, subd. 2 (2020). We have inserted five bracketed numerals into paragraph (1) of this subdivision to specifically identify the five ways in which a person can falsely make a check.

Arnold's argument for reversal has three parts. First, he argues that the state did not prove that each of the documents he sent to the court administrator's office is a "check," as that term is used in the check-forgery statute. Second, he argues that the state did not prove that he falsely made a check on the ground that the evidence is insufficient to establish criminal liability under the false-authority clause. And third, he argues that the state did not prove that he had an intent to defraud when he offered the forged checks.

To determine whether evidence is sufficient to support a conviction, this court generally undertakes "a painstaking analysis of the record to determine whether the evidence, when viewed in a light most favorable to the conviction, was sufficient." *State v. Jones*, 977 N.W.2d 177, 187 (Minn. 2022) (quotation omitted). We "carefully examine the record to determine whether the facts and the legitimate inferences drawn from them would permit the factfinder to reasonably conclude that the defendant was guilty beyond a reasonable doubt of the offense of which he was convicted." *State v. Waiters*, 929 N.W.2d 895, 900 (Minn. 2019) (quotation omitted). "We assume that the jury believed the state's witnesses and disbelieved any evidence to the contrary." *State v. Friese*, 959 N.W.2d 205, 214 (Minn. 2021) (quotation omitted). If an appellant's argument implicates the meaning of a statute, we apply a *de novo* standard of review to the district court's interpretation of the statute. *State v. Vasko*, 889 N.W.2d 551, 556 (Minn. 2017); *State v. Hayes*, 826 N.W.2d 799, 803 (Minn. 2013).

A. Check

We begin by considering Arnold's argument that the evidence is insufficient to prove that each of the documents entitled "cashier's check" is a "check."

The word "check" is defined within the check-forgery statute to mean "a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument." Minn. Stat. § 609.631, subd. 1(b) (2020). The district court found that each of the two documents at issue is a "check," for purposes of the check-forgery statute, because each is labeled "cashier's check" and identifies a payee, an amount to be paid, and the number of an account on which funds purportedly could be drawn. The district court's findings are supported by the evidence introduced at trial. The two documents at issue, on their face, purport to be checks.

Arnold contends that the documents are not "checks" on the grounds that "a cashier's check is a check that a *bank* draws on itself," *see Lassen v. First Bank*, 514 N.W.2d 831, 838 n.7 (Minn. App. 1994) (emphasis added), *rev. denied* (Minn. June 29, 1994), and that the United States Department of the Treasury, which is referenced in the documents, is not a "bank." In making this argument, Arnold relies on the Uniform Commercial Code (UCC), Minn. Stat. §§ 336.1-101 to 336.0A-306 (2024). But this court has stated that "the definition of 'check' under the check-forgery statute . . . is explicitly broader than the meaning of the word 'check' under the UCC." *State v. Jonsgaard*, 949 N.W.2d 161, 166 n.6 (Minn. App. 2020). Indeed, the check-forgery statute's definition of "check" is broad enough to include several different things: "a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument." Minn. Stat. § 609.631, subd. 1(b). Importantly, the statutory definition of "check" does not expressly require that the check be drawn, or be intended to be drawn, on a bank. *See id.* Arnold's argument would, in essence, require this court to insert words into the statutory definition to narrow the scope of the definition. But we may not add words or phrases to an unambiguous statute. *See, e.g.*, *Firefighters Union Local 4725 v. City of Brainerd*, 934 N.W.2d 101, 110 (Minn. 2019).

Thus, the district court did not misinterpret or misapply the definition of "check" in the check-forgery statute, and the evidence is sufficient to prove that each of the documents at issue is a "check," as that term is defined in section 609.631, subdivision 1(b).

B. False Authority

Arnold also argues that the evidence is insufficient to prove that he falsely made the cashier's checks that he mailed to the court administrator's office.

The state argued to the district court that Arnold is guilty because he made checks in violation of the fifth, false-authority clause of section 609.631, subdivision 2(1). In light of the state's theory, the relevant question is whether the state proved beyond a reasonable doubt that Arnold falsely made a check "so that it purports to have been made . . . by the authority of one who did not give authority." *See* Minn. Stat. § 609.631, subd. 2(1).

The district court found that each check "was falsely made and lacks legal authority." The district court reasoned that each check purports to identify an account at the United States Treasury, the purported account number is not actually associated with the Treasury, and the Treasury "does not have any accounts for individuals to charge against." In support of this finding, the district court cited *United States v. Anderson*, 353

F.3d 490 (6th Cir. 2003), which states, that "the United States Treasury maintains no depository accounts against which an individual could draw a check, draft, or any other financial instrument." *Id.* at 500.

In Arnold's *pro se* supplemental brief, he argues as follows: "Arnold does indeed have the authority to issue private article 6 international bill of exchange . . . unregistered instruments he create[d] directing the drawee/trustee to pay face value of instrument if the instrument is presented by the one having the authority to collect." This contention is not supported by any evidence because Arnold did not introduce any evidence at trial. We have reviewed the documents that Arnold enclosed in the two envelopes and his conversation with the deputy sheriff, and we conclude that such evidence does not establish that Arnold had authority to draw on Treasury funds using an apparently self-created, self-described cashier's check. In addition, Arnold does not cite any relevant legal principles in his *pro se* supplemental brief. We are unaware of any legal basis for the proposition that Arnold could draw on Treasury funds in the manner reflected in the purported cashier's check. Indeed, our research reveals that a person may *not* use a self-created document to draw on funds held by the federal government. *See, e.g.*, *McGee v. Nissan Motor Acceptance Corp.*, 619 App'x 555, 555 (7th Cir. 2015) (affirming dismissal of plaintiff's frivolous civil claims based on "bill of exchange" purporting to draw on United States Treasury funds); *El v. AmeriCredit Fin. Srvcs., Inc.*, 710 F.3d 748, 750 (7th Cir. 2013) (describing scheme to draw on United States Treasury funds as "frivolous"); *State v. Pettus*, 2019 WL 2244756, *7-8 (Ohio. App. May 24, 2019) (affirming conviction of forgery and reasoning that appellant "had no authority to write checks on" account belonging to federal government agency). We also note that, in a case concerning Arnold's attempts to satisfy a child-support obligation with checks that (like the checks in this case) reference a "UCC Contract Trust account," a federal appellate court described the checks as "transparently phony." *Arnold v. Circuit Ct. of Cook Cnty.*, 741 App'x 337, 339 (7th Cir. 2018). Accordingly, we conclude that Arnold did not have authority to use the two self-created, self-described cashier's checks to discharge his debt to the court administrator's office.

In the principal brief filed by his appellate attorney, Arnold argues that the district court erred by misinterpreting the false-authority clause of the check-forgery statute. Arnold contends that the word "makes" in section 609.631, subdivision 2(1), should be interpreted according to its specialized or technical meaning. He attempts to extract such a meaning from the UCC. But in *Jonsgaard*, we noted that "the UCC terms governing negotiable instruments do not precisely align with the terms used in the check-forgery statute." 949 N.W.2d at 166 n.6. In any event, the UCC does not define the word "makes." *See* Minn. Stat. § 336.3-103. In *Jonsgaard*, we relied on the ordinary meaning of "makes" in saying that it "includes 'executing, signing, or delivering' a document." *Jonsgaard*, 949 N.W.2d at 169 (quoting *Black's Law Dictionary* 1144 (11th ed. 2019)). We also recognized, "A common method of falsely making a check is filling in the blanks of another person's check and forging that person's name on the signature line on the front of the check." *Id.* But we did not say in *Jonsgaard* that the common method of falsely making a check described there is the *only* method. Neither the UCC nor *Jonsgaard* establishes a specialized or technical meaning of the word "makes" that could be applied to the check-forgery statute.

Arnold also contends that the check-forgery statute should be interpreted to conform to the common-law understanding of forgery, which, he asserts, does not include "signing a check with one's own name under the false assumption of the authority of another." In support of this contention, Arnold cites *State v. Wilson*, 9 N.W. 28 (Minn. 1881), in which the supreme court reversed a conviction under a general forgery statute on the ground that forgery requires a false signature of another person. *Id.* at 28-30 (citing Minn. Gen. Stat. ch. 96, § 2). But, as Arnold acknowledges, the *Wilson* opinion predates the enactment of the existing check-forgery statute, including the false-authority clause, by more than 100 years. *See* 1987 Minn. Laws ch. 329, § 13, at 1945-46. Arnold also cites *State v. Hanson*, 182 N.W.2d 706 (Minn. 1971), in which the supreme court affirmed a conviction of aggravated forgery, but the defendant's guilt in that case was not based on evidence of the assertion of "authority of one who did not give such authority." *Id.* at 708 (quoting Minn. Stat. § 609.625, subd. 1). The common-law principle on which Arnold relies does not apply because it is inconsistent with, and has been superseded by, the false-authority clause in the check-forgery statute.

Furthermore, there is no textual basis for interpreting the word "authority" in the false-authority clause so that it would exclude the authority of the federal government. Again, Arnold's argument would require this court to insert words into the false-authority clause to limit it to the authority of a person who is an account holder. But, again, we may not add words or phrases to an unambiguous statute. *See, e.g.*, *Firefighters Union Local 4725*, 934 N.W.2d at 110.

Thus, the district court did not misinterpret or misapply the check-forgery statute, and the evidence is sufficient to prove that Arnold falsely made a check "so that it purports to have been made . . . by the authority of one who did not give authority," in violation of section 609.631, subdivision 2(1).

C. Intent to Defraud

Arnold also argues that the evidence is insufficient to prove beyond a reasonable doubt that he had an intent to defraud when he mailed the cashier's checks to the court administrator's office.

The check-forgery statute expressly provides that a defendant must have acted "with intent to defraud." Minn. Stat. § 609.631, subd. 3. The phrase "with intent to" is defined by statute to mean "that the actor either has a purpose to do the thing or cause the result specified or believes that the act, if successful, will cause that result." Minn. Stat. § 609.02, subd. 9(4) (2020); *see also State v. Stahosky*, 836 N.W.2d 769, 773 (Minn. App. 2013) (applying intent-to-defraud language in aggravated-forgery statute).

The district court made the following findings concerning this element:

> Defendant Arnold offered the purported checks to gain material advantage over court administration and Sherburne County Community Corrections. Defendant Arnold hoped his checks would eliminate his financial obligation to pay restitution without bearing the cost himself, at the expense of either court administration or some third party such as the U.S. Treasury Department. In fact, Defendant Arnold additionally presented court administration with an unwarranted demand for payment, demonstrating he sought not only to erase a debt but to win a profit. Furthermore, Defendant Arnold hoped that by persuading court administration to believe he had paid his restitution, he could end his probationary period prematurely. The state has proven this element beyond reasonable doubt.

A defendant's intent at the time of an alleged criminal act usually must be proved with circumstantial evidence. *State v. Colgrove*, 996 N.W.2d 145, 152 (Minn. 2023); *State v. McAllister*, 862 N.W.2d 49, 53 (Minn. 2015). If a conviction rests on circumstantial evidence, this court applies a heightened standard of review with a two-step analysis. *State v. Petersen*, 910 N.W.2d 1, 6-7 (Minn. 2018); *State v. Moore*, 846 N.W.2d 83, 88 (Minn. 2014). At the first step, we "identify the 'circumstances proved.'" *State v. Isaac*, 9 N.W.3d 812, 815 (Minn. 2024) (quoting *State v. McInnis*, 962 N.W.2d 874, 890 (Minn. 2021)). "In identifying the circumstances proved, we assume that the jury resolved any factual disputes in a manner that is consistent with the jury's verdict." *Moore*, 846 N.W.2d at 88. Accordingly, "we disregard evidence that is inconsistent with the jury's verdict." *State v. Harris*, 895 N.W.2d 592, 601 (Minn. 2017). At the second step of the analysis, "we examine independently the reasonableness of the inferences that might be drawn from the circumstances proved," determine whether "the circumstances proved are consistent with guilt," and determine whether the circumstances proved are "inconsistent with any rational hypothesis except that of guilt." *Moore*, 846 N.W.2d at 88 (quotations omitted). At the second step, we do not give deference to the jury's verdict. *Loving v. State*, 891 N.W.2d 638, 643 (Minn. 2017).

In this case, the relevant circumstances proved are as follows. Arnold was obligated to pay $1,649.78 to the court administrator. Shortly after the entry of judgment in the prior criminal case, Arnold sent two envelopes to the court administrator's office. Each envelope contained a document entitled "cashier's check," which bears some resemblance to a check, references the Treasury Department and an account number, and identifies the district court as the payee. Arnold included other documents in the envelopes, which state, in various ways, that the purported cashier's checks would satisfy Arnold's judgment debt. Arnold made oral statements to a deputy sheriff that the SEC had conferred authority on him "to issue these private instruments," which he described as "real live monetary money," which the payee could submit to the federal government for "credit."

Having identified the relevant circumstances proved, we next must "examine independently the reasonableness of the inferences that might be drawn from the circumstances proved" and determine whether "the circumstances proved are consistent with guilt." *Moore*, 846 N.W.2d at 88 (quotations omitted). The state contends that the circumstances proved support a reasonable inference that Arnold intended to defraud the court administrator's office. We agree with the state that the circumstances proved allow for a reasonable inference that Arnold intended to defraud the court administrator's office. Thus, the circumstances proved are consistent with the district court's finding of guilt.

We next must determine whether the circumstances proved are "inconsistent with any rational hypothesis except that of guilt." *Id.* (quotation omitted). Arnold contends that the state's evidence is "consistent with the inference that [he] held a sincere belief that the theory of property rights described in the documents he sent to Sherburne County was a valid interpretation of old federal laws." In response, the state contends that "Arnold's theory is inconsistent with the evidence at trial and is altogether unreasonable."

In considering Arnold's asserted rational hypothesis that he is not guilty, we must begin with the principle that, as a matter of law, Arnold did *not* have authority to draw on

United States Treasury funds by creating and issuing two documents entitled "cashier's check." *See supra* part B. To prevail, Arnold "must . . . point to evidence in the record that is consistent with a rational theory other than guilt." *State v. Segura*, 2 N.W.3d 142, 158 (Minn. 2024) (quotation omitted). But he does not identify any evidence or any circumstance proved that would support the inference that he contends is reasonable. To be clear, Arnold did not testify that he had a sincere belief that he had authority to use the purported cashier's checks to satisfy his debt to the court administrator's office. "The absence of evidence in the record regarding certain circumstances does not constitute a circumstance proved from which reasonable inferences may be drawn." *Id.* Thus, the only reasonable inference from the circumstances proved is that Arnold intended to defraud the court administrator's office when he mailed the two purported cashier's checks.

Before concluding, we note that Arnold also argues that the state did not prove beyond a reasonable doubt that he knew that the purported cashier's checks were forged. Arnold does not cite any legal authority for the proposition that the state is required to prove such knowledge. The check-forgery statute does not require proof that a defendant acted "knowingly." *See* Minn. Stat. § 609.631, subds. 2, 3. The only mental state identified in the statute is an "intent to defraud." *See id.* We are unaware of any caselaw interpreting the statute to require proof of a defendant's knowledge that a check was forged. *Cf.* 10 Minnesota Dist. Judges' Ass'n, *Minnesota Practice–Jury Instruction Guides* § 18.07, at 294 (7th ed. 2024). In this situation, it would be inappropriate to "add[] words to a statute that the Legislature omitted." *State v. Garcia-Gutierrez*, 844 N.W.2d 519, 523 (Minn. 2014) (concluding that section 609.582, subdivision 1(b), does not require evidence of knowledge). As a practical matter, a defendant's knowledge of the forged nature of a check is subsumed within the concept of intent to defraud; if the state has proved that a defendant acted with intent to defraud when offering a forged check, the state necessarily has proved that the defendant knew that the check was forged. "[M]ultiple layers of *mens rea*" are not required if not expressly stated in a criminal statute. *See State v. Lyons*, 997 N.W.2d 771, 775 (Minn. App. 2023), *rev. denied* (Minn. Feb. 28, 2024). Thus, we need not separately consider Arnold's argument concerning knowledge.

In sum, the evidence is sufficient to support Arnold's convictions of offering a forged check.

Affirmed.

Exhibit 2
December 30, 2020 document labeled cashier's check in the amount of $26,649.78

PRIVATE ISSUE RECORDED/REGISTERED/CERTIFIED FUNDS ***PRIVATE ISSUE***

CASHIER'S CHECK

Drawer and Location
Private Banker-Grantor/Executor/Beneficiary
Eugene-Nathaniel: Arnold III UCC#(E20106853-3)
810 ILCS 5/ 4-105
c/o RFD Illinois Republic
Non-Domestic Without The United States

Pre-paid Preferred Stock
Restricted Accommodation Endorsement
Special Private Collections
[redacted]
E20106853-3

Date: **30 December 2020 Julian**
810 ILCS 5/3-603; 810 ILCS 5/3-411
31 USC § 3302; 31 USC § 3123
"Acceptance for Honor"

NO. EAPB 0009

Payable to Bearer Or

To The Order of United States Credit to: SHERBURNE DISTRICT COURT **At:** Sight **Days After:** Not Applicable

Amount: **Twenty- Six Thousand Six Hundred Forty-Nine Dollars and 78/100 dollars** USD: **$ 26,649.78**

*****CERTIFIED FUNDS*****
Remit at par Via Fed Wire (EFT)
Void Where Prohibited by Law

Memo: FOR BOOK- ENTRY DEPOSIT
Value received and Charged to Account: UCC Contract Trust Account E20106853-3
To: ENS LEGIS UNITED STATES TRUST EUGENE NATHANIEL ARNOLD III
EXEMPT PRIORITY PRE-PAID ACCOUNT #[redacted] Autograph: By: Eugene-nathaniel: Arnold UCC3-308(B)(1)
US Department of the Treasury Ave NW 1500 Pennsy oom 3413 Washington DC 20220 As good as Avail By: Grantor Executor/Beneficiary
Void Where Prohibited By Law WITHOUT RECOURSE

RB 900 781 902 US **61228696** **11219776034100**

------------------------------------ *Tear off and Save for your records* ------------------------------------

STATEMENT OF ACCOUNT

No. EAPB0009

DATE	ACCOUNT NO.	AMOUNT	PREVIOUS BALANCE	CURRENT BALANCE
12/30/2020	71-CR-20-181	$26,649.78 For Depositing Credit	$26,649.78	

SPECIAL INSTRUCTIONS
Treasury Control System

1. Non-Cash Item-Prepaid Electronic Funds Transfer Only. Debt these certified funds onto your Notes Payable General Ledger Account.
2. Sight Draft of Bankable Paper Guaranteed as Direct Obligation of the United States Government is considered Cash Money for discharge of any Private or Public contractual claim/offer to include those that are verbal. This valuable document written in Good Faith under the doctrine of Necessity and tendered for Transfers By Assignment of Account to the Drawee to Render Settlement in Full Satisfaction and Closure of Entity Account number 81-5429298 by transfer of Credit on Account.
3. This instrument is tendered in good faith in accord and satisfaction pursuant to 810 ILCS 5/3-311(UCC 3-311). Accord and Satisfaction by Use of Instrument.
4. UCC Collateral No.E20106853-3- REDEEM IN LAWFUL MONEY -12 USC § 411 AUTHORITY TO MAKE CREDITS OR REFUNDS – 26 USC § 6402 (See also 12 CFR 210.2 k and 12 CFR 220.8)

Memorandum of Law and Points and Authorities

Personal EXEMPTION ID: 85-3796846 Under 810 ILCS 5/3-104(f) and Section UCC § 3-104(f) "a draft [or a promissory note] is the equivalent of a check and may be securitized or monetized by deposit in a commercial checking, time, thrift or savings account under Title of the United States code, Section 1813(L)(1) and when deposited it becomes the equivalent of money as outlined under Section 1813(L)(1). The narrow view that money is limited to legal tender is rejected under 810 ILCS 5/1-201(24) and Section 1-201(24) of the UCC. It is not limited to United States.

31 U.S. Code § 3302 – Custodians of money (1) A person having custody or possession of public money shall deposited the money without delay in the Treasury or with a depositary designated by the Secretary of the Treasury under law; Shall be deposited not later than the third day after the custodian receives the money (d) An official or agent not complying with Subsection (b) of the section may be removed from office.

12 USC § 411 – The said notes shall be obligation of the United States and shall be receivable by all national and member banks and Federal Reserve banks. They shall be redeemed in lawful money and demand at the Treasury Department of the United States, in the city of Washington, District of Columbia, or at any Federal Reserve Bank. This Cashier's Check is backed by the full faith and credit of the United States under the obligation of the United States as defined in 18 U.S. Code § 8 – Obligation or other security of the United States. The term "obligation or other security of the United States" includes all bonds, national bank currency, coupons, United States notes, Treasury notes, certificates of deposit, Bills, checks, or raft for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps. (See also 12 USC § 615 and 12 USC 95a (2))

Unless the original Negotiable Instrument is dishonored in writing within 10 days of receipts by the Secretary of the Treasury, Claimant's financial institution, is to release the credit on hold to the payee (Claimant) within time stipulated by Regulation "Z" Truth in Lending Act or on the date designated, whichever is later. The amount of accepted draft is to be ledgered by Claimant's financial institution, TTL Department, to the designated account for the redemption of this dam (Regulation Z). This statement constitutes Drawer's order to pay this instrument upon presentment and endorsement. 810 ILCS 5/3-411 and UCC § 3-411 – REFUSAL TO PAY CASHIER 'S CHECK, TELLER'S CHECKS, AND CERTIFIED CHECKS, (b) If the obligated bank wrongfully (i) refuse to pay a cashier's check or certified check, [money order] (ii) stops payment of a teller's check, or (iii) refuses to pay a dishonored check, the person asserting the right is entitle to compensation for expenses and loss of interest resulting from the nonpayment and may recover consequential damages if the obligated bank refuses to pay after receiving notice of particular circumstances give rise to the damages.

31 U.S Code § 5153 – Disbursing official of the United States Government and officers of national banks shall stamp or mark the word "counterfeit", "altered", or "worthless" counterfeit notes intended to circulate as currency that are presented to them. An official or officer wrongfully stamping or marking an item of genuine United States currency (including a Federal Reserve note or a circulation note of Federal Reserve Bank) shall redeem the currency at face value when presented. 15 USC § 1601 and 1693 prevents you from demanding payment in any specific coin or currency of the United States.

Exhibit 3
February 12, 2021 document labeled cashier's check in the amount of $1,564.78

PRIVATE ISSUE

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER
RECORDED/REGISTERED/CERTIFIED FUNDS

CASHIER'S CHECK

Pre-paid Preferred Stock
Restricted Accommodation Endorsement
Special Private Collections
[redacted]
E20106853-3

PRIVATE ISSUE

Drawer and Location
Private Banker-Grantor/Executor/Beneficiary
Eugene-Nathaniel: Arnold III UCC#(E20106853-3)
810 ILCS 5/ 4-105
c/o RFD Illinois Republic
Non-Domestic Without The United States

Date: **12 February 2021 Julian**
810 ILCS 5/3-603; 810 ILCS 5/ 3-411
31 USC § 3302; 31 USC § 3123
"Acceptance for Honor"

NO. EAPB 0019

Payable to Bearer Or
To The Order of United States Credit to: Sherburne District Court Administra **At:** Sight
Amount: ** One Thousand Five Hundred Sixty-Four Dollars and 78/100 dollars**

Days After: Not Applicable
USD: **$ 1,564.78**

CERTIFIED FUNDS
Remit at par Via Fed Wire (EFT)
Void Where Prohibited by Law

Memo: FOR BOOK- ENTRY DEPOSIT
Value received and Charged to Account: UCC Contract Trust Account E20106853-3
To: ENS LEGIS UNITED STATES TRUST EUGENE NATHANIEL ARNOLD III
EXEMPT PRIORITY PRE-PAID ACCOUNT #[redacted]
US Department of the Treasury Ave NW 1500 Pennsylvania NW Room 3413 Washington DC 20220
Void Where Prohibited By Law

Autograph: By: Eugene-Nathaniel: ARNOLD III MP UCC3-402(b)(1)
As good as Avail By: Grantor Executor/Beneficiary

WITHOUT RECOURSE

EJ 544 143 797 US 61228696 11219776034100

------------------------------------ *Tear off and Save for your records* ------------------------------------

STATEMENT OF ACCOUNT

No. EAPB0019

DATE	ACCOUNT NO.	AMOUNT	PREVIOUS BALANCE	CURRENT BALANCE
02/12/2021	71-CR-20-181	$1,564.78 For Depositing Credit	$1,564.78	

SPECIAL INSTRUCTIONS
Treasury Control System

1. Non-Cash Item-Prepaid Electronic Funds Transfer Only. Debt these certified funds onto your Notes Payable General Ledger Account.
2. Sight Draft of Bankable Paper Guaranteed as Direct Obligation of the United States Government is considered Cash Money for discharge of any Private or Public contractual claim/offer to include those that are verbal. This valuable document written in Good Faith under the doctrine of Necessity and tendered for Transfers By Assignment of Account to the Drawee to Render Settlement in Full Satisfaction and Closure of Entity Account number 85-3796846 by transfer of Credit on Account.
3. This instrument is tendered in good faith in accord and satisfaction pursuant to 810 ILCS 5/3-311(UCC 3-311). Accord and Satisfaction by Use of Instrument.
4. UCC Collateral No.E20106853-3- REDEEM IN LAWFUL MONEY -12 USC § 411 AUTHORITY TO MAKE CREDITS OR REFUNDS – 26 USC § 6402 (See also 12 CFR 210.2 k and 12 CFR 220.8)

Memorandum of Law and Points and Authorities

Personal **EXEMPTION ID:** 85-3796846 Under 810 ILCS 5/3-104(f) and Section UCC § 3-104[f] "a draft [or a promissory note] is the equivalent of a check and may be securitized or monetized by deposit in a commercial checking, time, thrift or savings account under Title of the United States code, Section 1813(L)(1) and when deposited it becomes the equivalent of money as outlined under Section 1813(L)(1). The narrow view that money is limited to legal tender is rejected under 810 ILCS 5/1-201(24) and Section 1-201(24) of the UCC. It is not limited to United States.

31 U.S. Code § 3302 – Custodians of money (1) A person having custody or possession of public money shall deposited the money without delay in the Treasury or with a depositary designated by the Secretary of the Treasury under law; Shall be deposited not later than the third day after the custodian receives the money (d) An official or agent not complying with Subsection (b) of the section may be removed from office.

12 USC § 411 – The said notes shall be obligation of the United States and shall be receivable by all national and member banks and Federal Reserve banks. They shall be **redeemed in lawful money and demand at the Treasury Department of the United States,** in the city of Washington, District of Columbia, or at any Federal Reserve Bank. This Cashier's Check is backed by the full faith and credit of the United States under the obligation of the United States as defined in 18 U.S. Code § 8 – **Obligation or other security of the United States.** The term "obligation or other security of the United States" includes all bonds, national bank currency, coupons, United States notes, Treasury notes, certificates of deposit, Bills, checks, or raft for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps. **(See also 12 USC § 615 and 12 USC 95a (2))**

Unless the original Negotiable Instrument is **dishonored** in writing within 10 days of receipts by the Secretary of the Treasury, Claimant's financial institution, is to release the credit on hold to the payee (Claimant) within time stipulated by Regulation "Z" Truth in Lending Act or on the date designated, whichever is later. The amount of accepted draft is to be ledgered by Claimant's financial institution, TTL Department, to the designated account for the redemption of this clam (Regulation Z). This statement constitutes Drawer's order to pay this instrument upon presentment and endorsement. 810 ILCS 5/3-411 and UCC § 3-411 – REFUSAL TO PAY CASHIER 'S CHECK, TELLER'S CHECKS, AND CERTIFIED CHECKS, (b) If the obligated bank wrongfully **(I) refuse to pay a cashier's check or certified check, [money order] (ii) stops payment of a teller's check, or (iii) refuses to pay a dishonored check, the person asserting the right is entitle to compensation for expenses and loss of interest resulting from the nonpayment and may recover consequential damages if the obligated bank refuses to pay after receiving notice of particular circumstances give rise to the damages.**

31 U.S Code § 5153 – Disbursing official of the United States Government and officers of national banks shall stamp or mark the word "counterfeit", "altered", or "worthless" counterfeit notes intended to circulate as currency that are presented to them. An official or officer wrongfully stamping or marking an item of genuine United States currency (including a Federal Reserve note or a circulation note of Federal Reserve Bank) shall redeem the currency at face value when presented. 15 USC § 1601 and 1693 prevents you from demanding payment in any specific coin or currency of the United States.