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SC Court of Appeals

STRITZINGER v BANK OF AMERICA

2020-000119

IN THE SOUTH CAROLINA COURT OF APPEALS
COLUMBIA, SOUTH CAROLINA

**PRELIMINARY BRIEF ON THE MERITS
REQUEST FOR EMERGENCY RELIEF
AND INDEX**

John S. Stritzinger
2156 Cresthill Rd
Columbia, SC 29223
843-352-3459
jstritzinger33@gmail.com

A. CASES & CONTENTS

A.1 TABLE OF CONTENTS

A. CASES & CONTENTS 2
 A.1 TABLE OF CONTENTS..... 2
 A.2 LIST OF PREVIOUS CASES..... 2
 A.3 LIST OF PENDING CASES CASES..... 3
(B) PRELIMINARY STATEMENT OF ISSUES ON APPEAL 4
(C) STATEMENT OF THE CASE..... 5
 BACKGROUND..... 5
(D) STANDARD OF REVIEW –REMAND – DE NOVO – COUNSEL APPOINTMENT 6
(E) ARGUMENT 6
 E.1 Does Bank of America need to indemnify John S. Stritzinger, an officer of the Corporation, for legal expenses generated by other Bank of America officers, suppliers, and stockholders..... 6
 E.2 What is the size of those legal expenses?..... 6
 E.3 Should the Court order Bank of America to provide a retainer of at least one million dollars pending further order of this court to complete this and all related cases as necessary including Verizon-DHS and Bank of America patent-legal litigation..... 6
 E.4 Is Bank of America in Default? 7
 E.5 Are Double damages necessary for John Stritzinger, Aston Development, James, and William R. Stritzinger potential customers of the corporation..... 7
(F) CONCLUSION, PRAYER, RELIEF REQUESTED 7
(G) CERTIFICATE OF SERVICE..... 8
EXHIBITS TO LEGAL BRIEF..... 9
 EXHIBIT A – TRANSCRIPT ON PRE-TRIAL MOTIONS 9
 EXHIBIT B – LETTER FROM BANK OF AMERICA COUNSEL 10
 EXHBIT C – NORTH CAROLINA SUPREME COURT JUDGEMENT..... 11
 EXHBIT D – ORDERS OF THE STATE OF SOUTH CAROLINA 12
 D.1 TEMPORARY ORDERS 12
 D.2 ORDER OF DISMISSAL- BY THE TRIAL COURT 12
 EXHIBIT E – BANK OF AMERICA CORPORATE BYLAWS..... 13
 E.1 OFFICERS – CORPORATE BYLAWS – ARTICLE VI SECTION1..... 13
 E.2 ARTICLE VIII INDEMNIFICATION FOR CORPORATE OFFICERS..... 13

A.2 LIST OF PREVIOUS CASES

STRITZINGER v BANK OF AMERICA – NC SUPREME COURT -2009

FORREST GROVE SCHOOL DISTRICT v TA – US SUPREME COURT – 2009

STRITZINGER v VERIZON – 5th US COURT OF APPEALS – 14-50090

A.3 LIST OF PENDING CASES CASES

STRITZINGER v HODGES – EASTERN DISTRICT OF NORTH CAROLINA – US

STRITZINGER v VERIZON – SOUTH CAROLINA COURT OF APPEALS

STRITZINGER v WRIGHT – SOUTH CAROLINA COURT OF APPEALS

STRITZINGER v SOUTH CAROLINA – SOUTH CAROLINA SUPREME COURT

5

(B) PRELIMINARY STATEMENT OF ISSUES ON APPEAL

B.1 Does Bank of America need to indemnify John S. Stritzinger, an officer of the Corporation, for legal expenses generated by other Bank of America officers, suppliers, and stockholders.

B.2 What is the size of those legal expenses?

B.3 Should the Court order Bank of America to provide a retainer of at least one million dollars pending further order of this court to complete this and all related cases as necessary including Verizon-DHS and Bank of America patent-legal litigation.

B.4 Is Bank of America in Default?

B.5 Are Double damages necessary for John Stritzinger, Aston Development, James, and William R. Stritzinger potential customers of the corporation.

(C) STATEMENT OF THE CASE

Appellant is a past, and he believes current officer of the corporation (Due to a contract signed with Charles Holliday in August of 2014), yet another officer Andrea B. Smith has tried to lock him out of the office while funneling more than six million dollars (more than enough to virtually kill his entire family) via vexatious litigation filed by the daughter of an ex MBNA officer who never worked for Bank of America as a full time employee a single day, but was in fact an officer for an acquired company which had massive amounts of outstanding debentures (See Global Recession Impacts to Securitized Assets) which might extend as obligations to the corporation for up to twenty years. (Approximately 2025).

Appellant has proceeded on a show cause with the trial court, and the court granted him the right to either hire an attorney or proceed on his own, but gave him 30 days to talk to various parties. Appellant has talked to more than five appropriately qualified attorneys in this state, and none think a small retainer is sufficient to resolve the claim, and that a retainer well north of 500K dollars is required simply to start.

Furthermore, patent legal issues from three patent legal firms (Cooley, etc) said the appropriate retainer for the MASSIVE amount of materials in question is on the order of 50M dollars if every single issue is litigated in a trial court, or 1M dollars per each patent dispute. To put things in perspective Verizon has 7000 patents over 150 years of existence most of which are on modern technology, and less than 500 on wireless technologies which generates all of their revenue. The disputed materials involve approximately 150 patents related to wireless and global location processing in various industries and are worth over 50B dollars for Verizon just with the Federal Government, but Verizon believes are worth between 5M and 10M dollars each which are disputed materials of Verizon, Bank of America and DHS in some combination. The combination is the scenario envisioned by President Barrack Obama was his as a result of his own experiences in real time threats to his family.

BACKGROUND

Appellant's ex-wife is the daughter of a Baltimore Billionaire, Vernon Wright who owns more than 50M shares of common stock as of 2005 worth 1.5B dollars today as a result of the acquisition and receives 80% of his final salary at the bank or more than 1M dollars a year which he gives mostly to his two children in legal fees they have no ability to repay.

There are six grandchildren who within twenty five years will inherit trusts likely in excess of 3B dollars in the form of Generation Skipping Trusts run by Christopher Grant, the Trustee of Grant Gross Mendhlesohn, despite these facts, Ms. Wright has sued for small amounts of money in Texas as a vexatious litigant. (Under 1K dollars).

Furthermore the children each had 10M Educational Trusts in 2004 and didn't need child support, and yet the State of Texas, and various Wright attorneys have called local resources to Enforce in Virginia, in Pennsylvania and Florida, because obtained counsel of Appellant/Petitioner did not bind the Trusts, Out of State Parties, and Vernon Wright

to the Texas lawsuit or they would have triggered Federal Provisions under 28 USC 1331. They sued in the wrong court, and got no result which was binding wasting over 7M dollars and 15 years of the parties time.

(D) STANDARD OF REVIEW –REMAND – DE NOVO – COUNSEL APPOINTMENT

Appellant is seeking an emergency remand for appointment of counsel, medical and legal reimbursement of indemnified expenses, a mediation action, and a trial(as necessary) in that order, as Judge Newman terminated a case where neither she, nor James R. Stritzinger Jr were either related or had any material facts, and which was already set by the Chief Judge of another district, and instead sought to enforce an order by a South Carolina judge against a Virginia resident who was only visiting for just two days.

Such an order is in-line which was already ordered by the Circuit Court as the court can see in the Exhibits.

(E) ARGUMENT

E.1 Does Bank of America need to indemnify John S. Stritzinger, an officer of the Corporation, for legal expenses generated by other Bank of America officers, suppliers, and stockholders.

Yes it does. It is very clear the expenses generated in his dispute with Verizon, Katherine Wright, and the corporation are all material.

E.2 What is the size of those legal expenses?

Petitioner believes that he has more than 12M dollars in expenses just with Verizon, and another 7M in Texas, and his family businesses have been damaged to the tune of 16M dollars according to James R. Stritzinger Sr, and the loss of a Texas Homestead worth \$650K dollars.

E.3 Should the Court order Bank of America to provide a retainer of at least one million dollars pending further order of this court to complete this and all related cases as necessary including Verizon-DHS and Bank of America patent-legal litigation.

Petitioner believes that yes the court should order a retainer to be set aside and for emergency medical and legal expenses of John S. Stritzinger pending further order of this court.

Petitioner believes that his retained counsel should provide at that time a written opinion to this court or the trial court on how much it will take to resolve the

complaint, including at least the comments from their Sr. Partners of qualified Appellate, and Federal Bar members in South Carolina.

E.4 Is Bank of America in Default?

Yes. Bank of America did not answer his Petition in the trial court, which stated he believes he signed a contract which they have sought to obstruct without cause. The contract requires him to be paid 2M dollars per annum, and appointed counsel, with appellants ownly requirement to pay for himself via savings. Appellant has given Bank of America a business case using Verizon as a contractor which should save 2B per year and has completed his assignment. Furthermore, Appellants corporation has a design which he believes will save as much as 8B dollars in addition to infrastructure savings, and a Contact Center Realignment which could save 1B more dollars per year. In total this is 11B in savings more than his pleading in the trial court suggested from an SG&A budget of 53B dollars. **11B in savings would put Bank of America second only to Citigroup in comparable expenses, and at least 15B lower than Chase, it will also make Bank of America the second most profitable company in the world to Apple computer. Petitioner is not kidding and has already demonstrated via his previous performance that he saved more than 46B dollars in expenses over 10 years mostly in contact center improvements following the acquisition of Countrywide and Merrill Lynch, and reduction in negotitated rates with Verizon and ATT which is material to this claim.**

E.5 Are Double damages necessary for John Stritzinger, Aston Development, James, and William R. Stritzinger potential customers of the corporation.

Yes, William R. Stritzinger, and James R. Stritzinger officers of Aston Development were sued by Vernon Wright, Katherine Wright, and James Richardson(Counsel for Bank of America) forcing them into bankruptcy and a loss of equity and expenses of more than 15M dollars. Furthermore, the parties were forced to leave their state and subject to criminal penalties. At least three senior bankers, offered this was due to Risk based reviews of pending litigation and the size of the project.

(F) CONCLUSION, PRAYER, RELIEF REQUESTED

This court needs to grant an initial retainer of one million dollars for a corporate officer including emergency funds to be paid into a BBT account or Fidelity investment account already in possession of Winston counsel at the time of this writing, with further argument about size of damages, and expenses to be held first in Mediation, and if no agreement is made then in the trial court. Appellant has no desire to embarrass the corporation while the reverse was not true.

John S. Stritzinger
2156 Cresthill Rd
Columbia, SC 29223

(G) CERTIFICATE OF SERVICE

This document has been served to Stacy Knight – Winston and Strawn by Email, and by Facsimile.

John S. Stritzinger
2156 Cresthill Rd
Columbia, SC 29223

EXHIBITS TO LEGAL BRIEF

EXHIBIT A – TRANSCRIPT ON PRE-TRIAL MOTIONS

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) C.A. NO. 2018-CP-40-06294

JOHN S. STRITZINGER,)
)
) PLAINTIFF,)
)
)
VERSUS)
)
)
BANK OF AMERICA CORPORATION,)
)
)

DEFENDANT.)

MOTION HEARING TRANSCRIPT

A MOTION HEARING IN THE ABOVE ENTITLED CASE WAS HELD ON THE 25TH DAY OF JUNE, 2019, COMMENCING AT THE HOUR OF 9:55 A.M., BEFORE THE HONORABLE JUDGE MICHAEL G. NETTLES AT THE RICHLAND COUNTY COURTHOUSE IN COLUMBIA, SOUTH CAROLINA.

REPORTED BY: KAREN E. HOLLEY, CVR-M
OFFICIAL STATE COURT REPORTER

APPEARANCES :

STACIE CORBETT KNIGHT, ESQUIRE
WINSTON AND STRAWN, LLP
300 SOUTH TRYON STREET
16TH FLOOR
CHARLOTTE, SOUTH CAROLINA 28202

LAWRENCE E. SLUSKY, ESQUIRE
WINSTON AND STRAWN, LLP
1700 K STREET N.W.
WASHINGTON, D.C. 20006-3817

ATTORNEYS FOR DEFENDANT.

INDEX

CERTIFICATE OF REPORTER..... 29

EXHIBITS:

(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 JUDGE NETTLES:

2 John S. Stritzinger versus Bank of America.

3 MS. KNIGHT:

4 Good morning, Your Honor. Stacie Knight, along with my
5 colleague, Lawrence Slusky, for the Defendant, Bank of
6 America Corporation. This is our Motion to Dismiss.

7 MR. STRITZINGER:

8 And, Your Honor, I'm here on my own behalf and my only
9 issue is I think the allotment is probably a little
10 short; we might need an hour instead of 30 minutes.

11 JUDGE NETTLES:

12 What do y'all have to say about that?

13 MS. KNIGHT:

14 I don't think it will take an hour, Your Honor. It's a
15 Motion for Dismissal.

16 JUDGE NETTLES:

17 Well, let's plow through it.

18 MS. KNIGHT:

19 It's a Rule 12 Motion.

20 MR. STRITZINGER:

21 Your Honor, I just have some communications I sent to
22 Judge Newman last night because I had a additional
23 Motion to Dismiss. The Clerk said that she had ruled
24 on those; I guess she didn't.

25 JUDGE NETTLES:

1 Okay. Well, I'll be happy to read anything you'd like
2 for me to read.

3 MR. STRITZINGER:

4 Okay. I faxed this to them already. And, Your Honor,
5 I'm -- was hired as an officer of Bank of America
6 Corporation and I worked there from 2008 to 2011 and we
7 have issues with old business, sort of when I was
8 entering supply chain agreements and we have --

9 JUDGE NETTLES:

10 Entering what kind of --

11 MR. STRITZINGER:

12 Entering supply chain agreements. Like I was
13 responsible for Verizon, AT&T, and some of our
14 suppliers. In my group, I had over a billion and half
15 dollar budget, so I was, essentially, the operating
16 officer for those contracts. So, what I had asked
17 Judge Newman is, under the Bank of America corporate
18 bylaws, their -- they have to indemnify us for our own
19 expenses and that includes legal representations, so
20 the first thing I think before we take up the Motion to
21 Dismiss is whether or not I can receive funds to hire
22 my own attorney on this case since there are a number
23 of issues. So, that's what I had communicated to Judge
24 Newman yesterday.

25 MS. KNIGHT:

1 Your Honor, Stacie Knight for Bank of America. Again,
2 my colleague, Lawrence Slusky, admitted pro hac vice in
3 this matter. I'm not aware of a formal motion being
4 filed, but the indemnification provision for legal fees
5 would not require the bank to pay for fees when the
6 Plaintiff is suing us. It would be for something
7 arising out of the course of his employment that he's
8 being sued for.

9 MR. STRITZINGER:

10 And that is exactly what happened, Your Honor. I have
11 a second case with Verizon where we have some patent
12 legal issues where they've requested me to transfer all
13 of my old intellectual property while I worked at the
14 corporation to Verizon, so, essentially, I was in
15 charge of all of our architectures and all of our
16 political deployments and, essentially, Verizon asked
17 me to transfer everything I had done in the past to
18 them when I became an employee of Verizon. So, I was a
19 senior officer at Verizon after leaving the bank and
20 then I received a, what I believe, was an offer to
21 return to the bank in 2014, and so three years later.
22 So, Ms. Knight, in her pleading today, is trying to
23 discuss old business from 2008 to 2011, which is
24 completed. And my lawsuit is on specific issues with
25 Verizon and a new contract, which I believe I received

1 in 2014, which has been breached, so Ms. Knight's
2 pleading, she wants to go back through the entire
3 history of a case that's already been dismissed by the
4 North Carolina Supreme Court on original jurisdiction,
5 because I filed directly in the Supreme Court and they
6 dismissed that case and entered a binding order that
7 you can see in West law, so I'm pretty sure there's no
8 way to try any civil matters before April of 2011, when
9 I left the company. So, my issues have to deal with my
10 work environment at Verizon and then specific issues
11 that have arose out of an in-staff program.

12 Essentially, Bank of America and Verizon participated
13 in a national security consultancy with the White House
14 and the National Security Administration and,
15 essentially, I was an officer named on that contract
16 while I was at Bank of America. And when I went to
17 Verizon, I was a federal architect doing the same job
18 with the same set of customers, but my only focus
19 became the federal government when I left.

20 JUDGE NETTLES:

21 Mr. Stritzinger -- is that correct, --

22 MR. STRITZINGER:

23 Yes, sir.

24 JUDGE NETTLES:

25 -- Stritzinger? The first thing that I want to mention

1 to you is that you're appearing here in Circuit Court
2 and you apparently have plenty of sense and a lot of
3 business experience, but are you a lawyer?

4 MR. STRITZINGER:

5 I received a, essentially, a limited right to practice
6 in Texas for my children who had special education
7 needs and we had about 12 trials over 7 or 8 years
8 because my kids' needs started to change and they were
9 all different ages, so we were going back and forth for
10 things like special education.

11 JUDGE NETTLES:

12 So you've had some experience. My question to you is,
13 are you admitted to the Bar?

14 MR. STRITZINGER:

15 I'm not in South Carolina, no, sir, but I -- I believe
16 I am in -- I believe I am in Texas, yes, sir. But I'm
17 not allowed to advise other -- other clients; I can
18 only practice on my own behalf, but it was without
19 restriction, so -- and I have electronic filing rights
20 in the Texas Court of Appeals and in the Texas Supreme
21 Court and the Texas CCA, which I understand is the
22 requirement to be a Bar member here in South Carolina,
23 so I did talk to the South Carolina Bar Association.
24 But I don't have a 4-year law degree, so I'm told that
25 I can't ever be a member of the South Carolina Bar.

1 JUDGE NETTLES:

2 I think you're right.

3 MR. STRITZINGER:

4 Okay.

5 JUDGE NETTLES:

6 And even if you were a lawyer and had been admitted to
7 practice law in South Carolina, it's probably not a
8 good idea to represent yourself, for a number of
9 different reasons.

10 MR. STRITZINGER:

11 Yes, sir.

12 JUDGE NETTLES:

13 And one of which is, is you're personally invested in
14 the litigation --

15 MR. STRITZINGER:

16 Yes, sir.

17 JUDGE NETTLES:

18 -- and, you know, in the little bit that you've told
19 me, you're kind of telling me a whole bunch of stuff
20 about the case and the facts, but really what we're
21 here to do today is we're filing motions to help the
22 case move along.

23 MR. STRITZINGER:

24 Okay.

25 JUDGE NETTLES:

1 It's not to determine whether or not who's right and
2 who's wrong and fleshing out all of your relationship
3 with Verizon and Bank of America, so it would probably
4 behoove you if you were to get a lawyer to represent
5 you. If you were to proceed forward on your own, I
6 don't know this, but I'll anticipate, it probably is
7 not going to turn out very well for you because you're
8 going to be charged with the responsibility to know the
9 Rules of Evidence and the Rules of Civil Procedure,
10 which is difficult for lawyers, much less somebody who
11 is not -- who has not gone to law school. You follow
12 me?

13 MR. STRITZINGER:

14 Yes, Your Honor. I have tried over 10 cases in Texas
15 with --

16 JUDGE NETTLES:

17 Okay.

18 MR. STRITZINGER:

19 -- with full -- full discovery and everything.

20 JUDGE NETTLES:

21 All right.

22 MR. STRITZINGER:

23 The rules here are different and --

24 JUDGE NETTLES:

25 And I do understand all of that, but even if you'd

1 tried a thousand in South Carolina, most lawyers who
2 are involved in litigation, either as a Plaintiff or a
3 Defendant, very good lawyers, they don't represent
4 themselves. You have an absolute constitutional right
5 to represent yourself; don't take my -- anything I'm
6 saying to you here today that you don't have that
7 right; I'm just saying it's probably not a very good
8 idea. Do you want a lawyer or do you want to proceed
9 forward without a lawyer?

10 MR. STRITZINGER:

11 Well, I have a lawyer in Texas, Graves Dougherty Hearon
12 and Moody, and his name is Pete Kennedy. Mr. Kennedy
13 is a member of the U.S. Supreme Court Bar and he's a
14 U.S. -- he's licensed to practice in all the District
15 Courts in Texas. The issues that I have, I believe,
16 needed to be tried in Federal Court, but I talked to
17 Judge Wooten here locally and he will not serve these
18 cases because he thought they were fact intensive and
19 they weren't criminal matters and he said --

20 JUDGE NETTLES:

21 Well, once again, we're getting into the facts of the
22 case. I want to focus on whether or not you want a
23 lawyer or do you want to represent yourself?

24 MR. STRITZINGER:

25 Well, I'd like to hire a lawyer, Your Honor, but I'd

1 like Bank of America to pay for the fees because --

2 JUDGE NETTLES:

3 I'm not real sure -- I don't -- do you have a document
4 that seems to indicate that you're entitled to that?

5 MR. STRITZINGER:

6 Yes, Your Honor. If you look -- I have a, what I call,
7 the Second Amended Supplemental Petition and Answer,
8 which is on the docket in cause -- this is cause 2018-
9 CP-40-06294, and in that filing, I included the Bank of
10 America corporate bylaws which are on EDGAR, they're
11 public documents, so I don't think they can object to
12 that, and it shows very clearly in section 6 of that
13 document that officers of the corporation include
14 Chairman of the Board, Chief Executive Officer,
15 President, one or more Vice-chairmen, one or more
16 Division Presidents, and one or more Executive Vice-
17 presidents, Senior Vice-presidents. So, essentially, I
18 was hired as Senior Vice-president level, Your Honor,
19 and I was promoted three times thereafter. In fact,
20 the Chairman of the company came to meet me in Austin
21 and told me I was going to be the COO before Mr. Lewis
22 left.

23 JUDGE NETTLES:

24 Okay. Is that before the Court? Has that been a
25 Motion before the Court to Compel Bank of America to

1 provide some representation?

2 MS. KNIGHT:

3 I'm not aware of a formal Motion, Your Honor, that has
4 been filed as a Motion, paid with a filing fee and
5 lodged with the Court. Again, we would obviously take
6 the position that we are not required to pay his legal
7 fees when he is suing Bank of America.

8 JUDGE NETTLES:

9 Right.

10 MS. KNIGHT:

11 And if Your Honor is inclined, we would like to take an
12 opportunity to present a written response to that if
13 that is his formal request today.

14 MR. STRITZINGER:

15 And, Your Honor, I did send Ms. Knight a subpoena for a
16 deposition so that I can get this -- this issue
17 resolved several weeks ago and Ms. Knight did not show
18 up for her deposition or for mine, so she -- she
19 neither knew my positions on a case nor did she present
20 her own arguments on the case, so that's the first
21 issue before the Court.

22 JUDGE NETTLES:

23 Once again, it's not a good idea for you to represent
24 yourself. You can't take the deposition of a lawyer;
25 they're not a fact witness.

1 MR. STRITZINGER:

2 Well, I had multiple proceedings -- I had multiple
3 cases, Your Honor. I noticed all the cases and I do
4 have Bart Bartlett in a probate matter, so he was
5 planning to attend, along with Mr. Parker, both South
6 Carolina lawyers, so I thought they would both be
7 present for Ms. Knight's deposition, so that was my
8 expectations, that they would have been witnesses.

9 JUDGE NETTLES:

10 Once again, it's going to be almost imperative for you
11 to get a lawyer. I mean, just based on what you've
12 told me here today, this is not going to end very well
13 for you. You can't take the opposing lawyer's
14 deposition.

15 MR. STRITZINGER:

16 Well, I -- I was trying to get Ms. Smith, who is the
17 Chief Administrator Officer of Bank of America, and who
18 I --

19 JUDGE NETTLES:

20 I'll tell you what I'm going to do.

21 MR. STRITZINGER:

22 Yes, sir.

23 JUDGE NETTLES:

24 I'm going to listen to you when you talk; when I talk,
25 you listen to me; does that sound all right?

1 MR. STRITZINGER:

2 Yes, sir.

3 JUDGE NETTLES:

4 All right. You say that you want a lawyer. I've asked
5 you this a couple of times; do you want a lawyer or do
6 you want to represent yourself?

7 MR. STRITZINGER:

8 If the Court would appoint a lawyer or Bank of America
9 would pay for it, yes, I'd like to have one, Your
10 Honor, and if not, I'd like to go forward on my own.

11 JUDGE NETTLES:

12 All right. I'm not in a position to appoint a lawyer,
13 number one. I anticipate you probably have -- you're
14 not indigent, are you?

15 MR. STRITZINGER:

16 No, Your Honor, not technically at this point.

17 JUDGE NETTLES:

18 All right, well, and even if you were, I would
19 anticipate this would be classified as a fee generated
20 case and therefore the neighborhood legal services that
21 are provided for indigent people in civil matters,
22 wouldn't -- wouldn't work. I do not anticipate, under
23 any set of circumstances, that Bank of America is going
24 to be required to pay for a lawyer for you to sue them;
25 I don't anticipate that being the case. You've

1 mentioned that --

2 MR. STRITZINGER:

3 But I'm not specifically suing them, Your Honor. We've
4 made a very -- while I was at Verizon, we made a large
5 sale to the U.S. government that was part of our
6 contract and agreements while I was at Bank of America
7 and the issue there where there were -- there was
8 intellectual property developed at Verizon in part, and
9 some parts at the Bank --

10 JUDGE NETTLES:

11 I'll tell you what we're going to do is -- I'm going to
12 give you 30 days to retain a lawyer and after the 30
13 days, if you still feel compelled to have the Court
14 look at the documents and make a determination as to
15 whether or not Bank of America is required to indemnify
16 you for litigation costs, that can be heard at that
17 time. I'm going to give you 30 days to retain another
18 lawyer. I can tell you right now that I do not
19 anticipate that anybody is going to require Bank of
20 America to provide you a lawyer to sue them; I don't
21 think that's going to be the case. So, having been
22 given that information, it's going -- I think it's
23 going to be incumbent upon you to find a lawyer and I'm
24 going to give you 30 days to do that. If you choose to
25 proceed forward at your -- representing yourself, which

1 you have an absolute right to do, then we'll proceed
2 forward in that fashion.

3 Let me ask you this; how far did you go in school?

4 MR. STRITZINGER:

5 I'm a college graduate, Your Honor, and I've taken some
6 graduate classes where it was appropriate.

7 JUDGE NETTLES:

8 You can read and write?

9 MR. STRITZINGER:

10 Yes, sir.

11 JUDGE NETTLES:

12 And you indicate that you have some experience with the
13 legal system?

14 MR. STRITZINGER:

15 Yes, Your Honor. And I was admitted to the U.S. Court
16 of Appeals for the 2nd Circuit in 2014 in a specific
17 case, just like Mr. Slusky was --

18 JUDGE NETTLES:

19 I think you've made that clear.

20 MR. STRITZINGER:

21 Yes, sir.

22 JUDGE NETTLES:

23 Based on that, I think that you have an absolute
24 constitutional right to represent yourself, but once
25 again, I'm going to give you 30 days to try to find a

1 lawyer to assist you in this regard. If that does not
2 work, then you can represent yourself. The first thing
3 that needs to be brought before the Court is your
4 motion to try to compel Bank of America to provide you
5 with representation or let the Court pass. They need
6 to have an opportunity to look at that, not only to
7 look at this document, which you started to read to me,
8 but didn't say anything about providing representation
9 under these circumstances. That would be addressed
10 after the 30-day period. I hate to kick the can down
11 the road, but I think that's something we're going to
12 have to do. Is there anything else you want to tell
13 me? Does that sound fair to you?

14 MR. STRITZINGER:

15 Yes, Your Honor. The -- essentially, what happened,
16 Your Honor, I was in charge of all the supply chain
17 agreements and when we bought Merrill Lynch and
18 Countrywide, we reduced our spend from a billion and a
19 half dollars to eight hundred million and so we
20 essentially created waves through the entire industry,
21 like all of our big suppliers, --

22 JUDGE NETTLES:

23 Right.

24 MR. STRITZINGER:

25 -- and so I had a very hard time getting equivalent

1 employment, which I was able to do at Verizon. But
2 when I got to Verizon, they put conditions on me that
3 were inappropriate and violations of agreements that I
4 was a party to while I was an officer of Bank of
5 America.

6 JUDGE NETTLES:

7 Mr. Stritzinger, I want you to pay attention to what
8 I'm saying. What you just told me right there is
9 exactly the reason why you need to get another lawyer.
10 Your -- this is a very personal matter to you and you
11 feel compelled to explain to me all of the facts of the
12 case and why you're right. This isn't the place to do
13 that; this is a non-jury motion. I'm hearing legal
14 matters to expedite the preparation for the case and to
15 make dispositive -- and to respond and rule on the
16 dispositive motions. It's -- you understand how you
17 feel compelled to tell me about the entire case? This
18 isn't the forum to do that.

19 MR. STRITZINGER:

20 Okay. Yeah, the only thing I would say about Ms.
21 Knight's motion is she's trying to argue on things that
22 I agree have already been closed in the U.S. District
23 Court in Texas and in the North Carolina Supreme Court,
24 so I'm dealing with new business that started in August
25 of 2014 and I -- she, in her -- her brief that she

1 filed with the Court, she included old litigation that
2 I agree has -- has terminated, so -- so I believe Ms.
3 Knight's motion should be dismissed or denied just for
4 that reason alone, Your Honor, and I did include the
5 North Carolina Supreme Court order saying the same
6 thing, so I don't believe I'm trying to retry those
7 issues. My old issues were related to another Bank of
8 America officer who was my ex-wife's father, who was
9 the CFO of a subsidiary, and he's a billionaire, and
10 he's the one that's suing me personally in Texas, so,
11 essentially, two Bank of America officers, both bound
12 by Bank of America contracts, have been suing each
13 other. And then they have another Bank of America
14 officer, Louie Freeh, who is the former director of the
15 FBI, who has been retained by Mr. Wright and my ex-
16 wife, so, essentially, Bank of America has hired the --
17 the ex-head of the FBI to provide physical surveillance
18 in my personal life in Texas and they sue me 12 --
19 essentially 12 -- a Bank of Officer essentially sued me
20 12 times personally, which is all old business and
21 that's what the North Carolina Supreme Court
22 terminated. So this has nothing to do with this. I
23 have a patent legal case with Verizon and the U.S.
24 government involving 150 -- about 150 patents and it's
25 related to location processing. So, for example, if

1 | you install Bank of America mobile banking client on
2 | your iPhone, that -- that client keeps your location,
3 | so when you're entering a Bank of America location, or
4 | if you're entering a Chase location, Bank of America
5 | has that -- has your personal data and, essentially, if
6 | you have a Wells Fargo client and a Fidelity client as
7 | well, they all have your location. And so the U.S.
8 | government had a lot of requirements around collecting
9 | location across a mobile device and that's essentially
10 | what we're dealing with at Verizon. So, we're dealing
11 | with enhanced meta data and there are a lot of laws
12 | that have occurred and that's why I appeared in the one
13 | with Verizon. So, essentially, I was a Verizon, senior
14 | Verizon engineer, now having issues with old
15 | intellectual property when I was an officer of the
16 | corporation. And I have, what I believe, a contract
17 | offered to me by Charles Holliday, who is the Chairman
18 | of Bank of America, to come back and work on additional
19 | cost related items related to host computing, so,
20 | essentially, Bank of America's IBM host is -- and so
21 | that -- I've developed architectures to support that
22 | environment, of which I believe will save the company
23 | as much as 8 billion dollars a year, and so those
24 | developments, those items, is what this lawsuit is
25 | about, essentially.

1 JUDGE NETTLES:

2 Okay. All right. That sounds simple enough. You
3 might need to get two lawyers.

4 Let me hear what you have to say about all this.

5 MS. KNIGHT:

6 Sure. And it sounds like you're not -- you don't want
7 to hear argument on the motion today?

8 JUDGE NETTLES:

9 I think that he needs to -- I think it's -- under these
10 circumstances, we're compelled to give him an
11 opportunity to retain a lawyer.

12 MS. KNIGHT:

13 Sure, and I understand that, Your Honor. I just want
14 to make sure it's clear for the record, we're here
15 today on the lawsuit that was filed against Bank of
16 America, not Verizon. The issue is whether or not his
17 complaint that he filed states a claim against the
18 bank. And the reason we reference the other cases is
19 because Mr. Stritzinger is a vexatious litigant, as you
20 might be able to tell, and we've asked for an
21 injunction to prevent him from --

22 JUDGE NETTLES:

23 You called him a what?

24 MS. KNIGHT:

25 Vexatious litigant.

1 JUDGE NETTLES:

2 Oh, all right.

3 MS. KNIGHT:

4 And so that's why we referenced the 11 other cases in
5 our pleadings, --

6 JUDGE NETTLES:

7 Right.

8 MS. KNIGHT:

9 -- but that's the two issues that would be before the
10 Court today, not this other stuff, --

11 JUDGE NETTLES:

12 Right, and I think --

13 MS. KNIGHT:

14 -- Verizon --

15 JUDGE NETTLES:

16 -- I think it -- it sounds as though you might have --
17 there might be a lot of merit to that position, but I
18 think he needs the opportunity to have a lawyer and I'm
19 going to give him the opportunity to do that. And in
20 the event he does not retain one, then I'm going to
21 direct that he file a motion to address the issue about
22 Bank of America paying for a lawyer so he can sue Bank
23 of America, which I don't think has a lot of legal
24 merit to it, but he can do that and then proceed
25 forward Pro Se, and then that would be the time for you

1 to present your motion.

2 MS. KNIGHT:

3 Okay. So is that 30 days from today then for him to --

4 JUDGE NETTLES:

5 Yes.

6 MS. KNIGHT:

7 -- enter an appearance.

8 JUDGE NETTLES:

9 30 days from today's date.

10 MS. KNIGHT:

11 Okay.

12 JUDGE NETTLES:

13 Mr. Stritzinger, do you understand what my ruling is?

14 MR. STRITZINGER:

15 Yes, Your Honor, I do, and I just want to add one
16 thing; Ms. Knight did make that vexatious litigation
17 claim in Texas; that's an administrative order which
18 prevents you from filing in specific cases and specific
19 subject matter. Like in family law, they can actually
20 bar you from filing additional claims. So, it's an
21 administrative order, it's not a criminal sanction.
22 But in Virginia, that same charge is a felony criminal
23 complaint, so if this Court found I was a vexatious
24 litigant here in South Carolina and I travel to
25 Virginia, essentially, I'd be considered a felon when I

1 went to Virginia where it invokes other -- other
2 problems, so I think it's -- Ms. Knight is actually
3 filing a criminal complaint in a civil lawsuit, which
4 makes this an MC style federal case.

5 JUDGE NETTLES:

6 I think probably -- she probably was just categorizing
7 you as that. Columbia is a little bit different venue
8 than where I come from; I come from the Pee Dee and my
9 main office is Florence County. It's a little bit
10 different style of litigation here, and yesterday I had
11 someone refer to the opposing side as a serial suer,
12 and y'all are saying vexatious litigant.

13 MR. STRITZINGER:

14 Well, I think -- I think attorneys like to restrict
15 what they have to retry somewhere else and,
16 specifically, if you look at like the 5th Court of
17 Appeals and U.S. Court of Appeals in where I used to
18 live, if they don't enter a binding judgment, then
19 federal lawyers here in South Carolina believe they can
20 start over, right? Like if they do an unpublished
21 opinion. So, the issue, when you're dealing with
22 patent law, is if you go outside of your U.S. Court of
23 Appeals area, people like Mr. Slusky could try to retry
24 the case in the District of Columbia or the U.S. Court
25 -- District Court there, so if the Court is going to

1 put that motion on a table, I think the Court has to
2 bind Bank of America to never try this again, either,
3 because I don't want to be retrying past legal issues
4 all over the country in different contexts and I also
5 want them to file a specific statement on whether or
6 not they believe they're going to follow up with a
7 criminal complaint on the backside, either directly or
8 through a third party, because if you entered a civil
9 judgment, Your Honor, they could just fax it to the
10 Sheriff in Virginia, is my -- is my problem.

11 JUDGE NETTLES:

12 All right, Mr. Stritzinger, I'm going to recommend that
13 when you leave here today, that you go and try to find
14 a lawyer, okay?

15 MR. STRITZINGER:

16 Okay, yes, Your Honor.

17 JUDGE NETTLES:

18 Thank you very much.

19 And I'm going to ask that you prepare that order.

20 MS. KNIGHT:

21 Okay, fine, Your Honor.

22 And one other request; this right here is a double-
23 sided copy of everything we've gotten from Mr.

24 Stritzinger --

25 JUDGE NETTLES:

1 Right.

2 MS. KNIGHT:

3 -- in this case. Is there -- can we have a page limit
4 on the filing that he's going to make with the fee
5 petition and a limit. I mean, this is -- we get
6 something from him every other day, literally.

7 JUDGE NETTLES:

8 Right. I'm not real sure whether I can do -- I don't
9 know if I can give a prior restraint of filing papers,
10 so --

11 MR. STRITZINGER:

12 I don't have any more documents to serve them, Your
13 Honor. They have all my discovery information and they
14 shouldn't need to depose me anymore than what they
15 have. And Ms. Groves, who's Ms. Knight's, I guess,
16 senior partner in Charlotte, has all the technical
17 documents supporting my position, so I'm not looking to
18 argue patent legal positions here, per se, Your Honor;
19 I just want -- I want to have a venue or some kind of
20 mediation on those issues that were binding so I don't
21 have to deal with Mr. Slusky in some other
22 jurisdiction, if that makes sense.

23 JUDGE NETTLES:

24 Very good. And I'll ask you to prepare an order and
25 send a copy of that to Mr. Stritzinger and we'll need

1 that e-filed. Thank you very much.

2 MR. STRITZINGER:

3 Thank you.

4 MS. KNIGHT:

5 Thank you, Your Honor.

6 (This hearing concluded at 9:55 a.m.)

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Certificate of Reporter

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I, Karen E. Holley, a Notary Public in and for the state of South Carolina, do hereby certify that the foregoing 28 pages represents a true and accurate transcript of the hearing that was held in Richland County before the Honorable Judge Nettles on the 25th day of June, 2019.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Karen E. Holley

Karen E. Holley, CVR-M

Notary Public for S.C.

Commission expires: 4/11/2027

EXHIBIT B – LETTER FROM BANK OF AMERICA COUNSEL

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STACIE C. KNIGHT
Of Counsel
(704) 350-7712
SKnight@winston.com

January 29, 2020

VIA FEDERAL EXPRESS

John S. Stritzinger
2156 Cresthill Road
Columbia, SC 29223

**Re: *John Stritzinger v. James R. Stritzinger Jr.*,
No. 2019-CP-4004271**

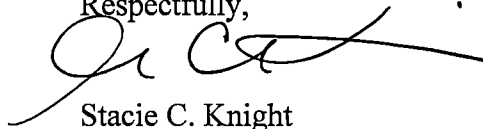
Dear Mr. Stritzinger,

Please allow this letter to serve as a formal objection, pursuant to Rule 45(c)(2)(B) of the South Carolina Rules of Civil Procedure, to the subpoena you purported to serve on me via facsimile and email on January 28, 2020. I am not authorized to accept service on behalf of Bank of America, N.A. Moreover, facsimile and email are not a valid methods of service under Rule 4(d) of the South Carolina Rules of Civil Procedure; service of a South Carolina subpoena outside the state of South Carolina is not permitted by Rule 45(b)(2) of the South Carolina Rules of Civil Procedure; and I am not subject to personal jurisdiction in South Carolina. The subpoena also does not allow a reasonable time for compliance.

The foregoing is not intended to waive any other objections, and all such objections are preserved.

Pursuant to Rule 45(c)(2)(B), no further response will be provided.

Respectfully,



Stacie C. Knight

SCK/nor
Enclosure

cc: Lawrence Slusky (via email)

EXHIBIT C – NORTH CAROLINA SUPREME COURT JUDGEMENT

STRITZINGER v. BANK OF AMERICA

No. 424P14-1.

Email | Print | Comments (0)

View Case

766 S.E.2d 669 (2014)

STRITZINGER v. BANK OF AMERICA, et al.

Supreme Court of North Carolina.

December 18, 2014.

Attorney(s) appearing for the Case

J.S. Stritzinger, Virginia Beach, for Stritzinger, J.S.

The following order has been entered on the motion filed on the 20th of November 2014, by Plaintiff-Appellant for Petition for

[766 S.E.2d 670]

Extraordinary Relief and Certified Questions:

█ Motion Dismissed by order of the Court in conference, this the 18th of December 2014.

EXHIBIT D – ORDERS OF THE STATE OF SOUTH CAROLINA

D.1 TEMPORARY ORDERS

D.2 ORDER OF DISMISSAL- BY THE TRIAL COURT

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

John S. Stritzinger,

Plaintiff,

v.

Katherine Wright, Vernon Wright, Wright
Family Foundation, Hannah Stritzinger,
James Stritzinger, Lucy Stritzinger,
Christopher Grant, and Lora Livingston,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2018CP4006292

ORDER OF DISMISSAL

The Complaint in this action, which was filed by the *pro se* plaintiff on December 3, 2018, seeks a review of financial determinations made by a court in the State of Texas in 2012, apparently with respect to child support and the physical and mental well-being of Plaintiff's children. Each of the children is named as a defendant in this action, as is "Lora Livingston the Chief Judge of Travis County Texas." Plaintiff claims there are two causes of action – child abuse and breach of settlement agreement.

VOLUNTARY DISMISSAL

A mandatory, *ex parte*¹ status conference was held in this matter on July 26, 2019, in order to allow Plaintiff the opportunity to clarify the issues raised in the Complaint. Despite having received written notice of the same, Plaintiff failed to appear. However, Plaintiff's court-appointed guardian and conservator – his brother James R. Stritzinger, Jr. ("Guardian") – appeared on Plaintiff's behalf.² During the status conference, the Court inquired about

¹ None of the defendants was notified by the Court (but none has entered an appearance either).

² See Letter of Appt., Order Appt. Guardian, Fiduciary Letter, and Order Appt. Conservator, *In the Matter of John S. Stritzinger*, 2018-ES-40-00052 (copies of which are attached hereto).

EXHIBIT E – BANK OF AMERICA CORPORATE BYLAWS

<https://www.sec.gov/Archives/edgar/data/70858/000119312510175402/dex31.htm>

E.1 OFFICERS – CORPORATE BYLAWS – ARTICLE VI SECTION 1

ARTICLE VI

OFFICERS

Section 1. Officers of the Corporation. The officers of the Corporation may include a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Chairmen, one or more Division Presidents, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers, assistant or deputy officers and agents, as may be elected from time to time by or under the authority of the Board of Directors. The same individual may simultaneously hold more than one office in the Corporation, but no individual may act in more than one capacity where action of two or more officers is required. The title of any officer may include any additional designation descriptive of such officer's duties as the Board of Directors may prescribe.

Section 2. Appointment and Term. The officers of the Corporation shall be elected by the Board of Directors or by a committee or an officer authorized by the Board of Directors or a committee to elect one or more officers; provided, however, that no officer may be authorized to elect the Chairman of the Board, the Chief Executive Officer or the President. Each officer shall hold office until his or her death, resignation, retirement, removal or disqualification or until such officer's successor is elected and qualified.

E.2 ARTICLE VIII INDEMNIFICATION FOR CORPORATE OFFICERS

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer, or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, manager or employee of an Affiliate or of another corporation, association, limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager, employee or agent or in any other capacity while serving as a director, officer, manager, or employee or agent, shall be vested with the contractual right to indemnification and be held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interest of the Corporation or other entity covered by this Article VIII, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that indemnitee's conduct was unlawful. Such indemnification shall not be retroactively amended to adversely affect the rights of an indemnitee in connection with any act, omissions, facts or circumstances occurring prior to the date of amendment, shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 3 of this Article VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. This Article shall

supercede any conflicting provisions contained in the corporate governance documents of any Affiliate of the Corporation.

Section 2. Right to Advancement of Expenses. The right to indemnification conferred in this Article shall include the right to be paid by the Corporation the expenses incurred in defending any proceeding for which such right to indemnification is applicable in

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advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “Undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

Section 3. Right of Indemnitee to Bring Suit. The rights to indemnification and to the advancement of expenses conferred in Sections 1 and 2 of this Article VIII, as limited by Section 7 hereof, are contract rights. If a claim under Sections 1 and 2 of this Article VIII is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an Undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an Undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an Undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the Corporation.

Section 4. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation’s Certificate of Incorporation, Bylaws, agreement, vote of Stockholders or disinterested directors or otherwise.

Section 5. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, or employee of the Corporation or any person serving at the request of the Corporation as a director, officer, manager, employee or agent of another corporation, association, limited liability company, partnership, joint venture, trust or other enterprise, against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

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Section 6. Indemnification of Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the

advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7. Limitations on Indemnification. All indemnification and insurance provisions contained in this Article VIII are subject to the limitations and prohibitions imposed by federal law, including the Securities Act of 1933 and the Federal Deposit Insurance Act, and any implementing regulations concerning indemnification.