

COURT OF APPEALS OF GEORGIA

RETURN NOTICE

January 27, 2015

To: Mr. Mosi Williams, 2929 Dominic Court, Castro Valley, California 94546

Case Number: _____ Lower Court: _____ County Superior Court

Court of Appeals Case Number and Style: _____

Your document(s) is (are) being returned for the following reason(s).

- There is no case pending in the Court of Appeals of Georgia under your name.**
- A Notice of Appeal is filed with the clerk of the trial court and not with the Court of Appeals of Georgia. See OCGA §5-6-37.** Once the trial court clerk has received and filed the Notice of Appeal, the trial court clerk will prepare a copy of the record and transcripts as designated by the Notice of Appeal and transmit them to this Court. Once the Notice of Appeal is docketed in the Court of Appeals of Georgia, a Docketing Notice with the Briefing Schedule and other important information is mailed to counsel for the parties or directly to the parties, if the parties are representing themselves. You do not need to provide this Court with a copy of the Notice of Appeal you filed with the superior court.
- The Notice of Appeal must include a proper Certificate of Service.** A Certificate of Service must show service to the opposing counsel and contain the counsel's full name and complete mailing address. The opposing counsel must actually be served with a copy of your filing.
- An Application for Writ of Habeas Corpus should be filed in the superior court of the county in which you claim you are illegally detained.** An appeal from a denial of an Application for Writ of Habeas Corpus is to the Supreme Court and not the Court of Appeals.
- An Application for Writ of Mandamus should be filed in the superior court of the county official whose conduct you intend to mandate.** An appeal from a denial of an Application for Writ of Mandamus is to the Supreme Court and not the Court of Appeals.
- Your appeal was disposed by opinion (order) on _____.** The Court of Appeals _____ The remittitur issued on _____ divesting this Court of jurisdiction. The case decision is therefore final.
- Your mailing/documents indicate that you intended to file your papers in another court rather than the Court of Appeals of Georgia.** The address of the Clerk of the _____ is:
- If an attorney has been appointed for you and you are concerned with the representation provided by that attorney, you should address that issue to the trial court.** As long as you are represented by an attorney, you cannot file pleadings on your own behalf. Your attorney must file a Motion to Withdraw as Counsel and it must be granted, before you can file your own pleadings in this Court.
- A request for an out-of-time appeal should be made to the trial court from which you are appealing.** If your motion is denied by the trial court, you can file an appeal of that decision by filing a Notice of Appeal with the clerk of the superior court.

COURT OF APPEALS OF GEORGIA

FILED IN OFFICE
JAN 20 2015
COURT CLERK
CLERK COURT OF APPEALS OF GA

MOSI WILLIAMS,

Plaintiff,

Appeal Number: 14-10806-FF

Case No: 4:11-cv-00350-MW-CAS

vs.

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES

Defendant.

/-----/

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CLERK COURT OF APPEALS OF GA

APPELLANT REPLY BRIEF TO DEFENDANT'S ANSWER

Plaintiff Mosi Williams, Pro Se Litigant, states:

ARGUMENT

I. There is a written contractual relationship between the Plaintiff and Defendant.

The Defendant claims that there is no express written contract between the Plaintiff and Defendant. Yet, a Handbook for the FSU College of Education, the College in which the Plaintiff was a student, states that "The Program of Study is a contract between you [student] and your Master's committee". Albeit that this is a different major than the Plaintiff's sport psychology major, it is evident that FSU does consider the program of study to be a contract, albeit contrary to their own argument.

In addition, as the Plaintiff has previously stated in other communications with the court, this is but one contract of many between the Plaintiff and Defendant. Another is the Promissory Note that the Plaintiff signed, promising that he would pay back monies borrowed from the Defendant in order to pay

the cost of tuition to attend FSU. FSU had statutory authority to enter in to both of these contracts, and created and presented these and other contracts to the Plaintiff- the Plaintiff did not draw them up himself. Now, if the Defendant wants to contend that these are implied contracts and that the Plaintiff thus does not owe the Defendant over \$100,000 for tuition, then the Plaintiff would be willing to dismiss this case as well as the promissory notes between he and the Defendant.

- II. The Defendant used an unjust appeals process, and was not compliant with the governing bodies which oversee its programs. Thus, the date of accrual given by the Defendant should not be considered.

The Plaintiff made notice of claims against the Defendant in 2013, within three years of an accrual date of December 10, 2010, when the Plaintiff separated from the University, ending their contract. However, the Defendant alleges that the date of accrual should be November 2, 2009, when the Defendant stated that “there would be no more appeals.”

However, the so-called appeals process provided by FSU to the Plaintiff did not address the misleading advertising, deceptive and unfair trade practices and negligence which were done by the Defendant. The Plaintiff was informed by the Defendant that his “only course of action” was to appeal the fact that he was not admitted to a program which, according to FSU publications, was his option to choose, and it did not have an acceptance or denial policy. This actually was false information intentionally given by the Defendant to the Plaintiff. When the Plaintiff was rejected and falsely told that there would be “no more appeals”, he still had the right to file a complaint through the Human Resources Department at FSU. FSU obviously was aware of this, but chose to state that no more appeals would be considered.

The Defendant, in their argument part 2, discussed the fact that the agreement was signed 4

years after the alleged breach. That is correct. - This is yet another example of the noncompliant and rogue administrative behavior of the College of Education that have led to this very situation. In Record Reference 4 of the Plaintiff's appeal to the Georgia Appellate Court, it is outlined that after the student's first year, there is to be a qualifying review for the student to be "reviewed by their supervisory committee for their qualification to continue as doctoral students in the program." This review is also outlined in the timetable on Record Reference 3.

However, this Qualifying Review never happened. This review should have taken place in 2005, and would have been an opportunity for the Defendant to inform the Plaintiff that the program for which he attended FSU- the respecialization program, did not exist, or no longer existed. However, the Defendant did not hold such a meeting. This behavior, in fact, was out of compliance with its governing body, the Southern Association of Colleges and Schools, which, as included in Reference Record 7, mandates that the students and staff should be notified of the closure of the program "as soon as possible so that they can make appropriate plans". Although the Program was no longer being offered when the Plaintiff arrived at FSU in 2004, he was never informed and had to "figure it out" in 2006, two years later. Subsequently, the first year that the Plaintiff was formally evaluated was 2007 or 2008, and the Defendant holds a copy of this evaluation.

The Defendant again has not followed their own outlined processes for evaluating the Plaintiff; yet, the Defendant does not allow the Plaintiff to appeal, as the Defendant creates an appeal process which does not hold them accountable for their actions of misleading advertising, breach of contract, negligence and deceptive and unfair trade practices.

CONCLUSION

WHEREFORE, the Plaintiff prays that the Court of Appeals of Georgia reconsider his claim of breach of

contract, and waive sovereign immunity. The Plaintiff also prays that the Court of Appeals of Georgia uphold his claims of misleading advertising, deceptive and unfair trade practices and negligence and find judgment in his favor in the amount of \$200,000.

Dated this 21st day of January, 2015.



Mosi Williams

2929 Dominic Court

Castro Valley, CA 94546

(510)432-5631

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Thomas R. Thompson Esq P.O. Box 15158 Tallahassee, FL, 32317, this 21st day of January, 2015.



Mosi O. Williams
