

UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

ELIZABETH WILSON KOEBERER, Beneficiary of the
Elizabeth W. Koeberger [sic] Trust,

Plaintiff-Appellant,

v.

ROBERT E. WEIR, Attorney for Wilson Family Trust;
JPMORGAN CHASE BANK, N.A.; ROBERT E. WEIR,
Attorney at Law; ROBERT E. WEIR, Successor Trustee
Elizabeth Koeberger [sic] Trust; EDSON H. WILSON;
CHRISTINE STROM; RYAN GORDON, Attorney at Law;
RYAN GORDON LLM,

Defendants-Appellees.

No. 25-3541

Appeal from the United States District Court for the Southern District of Ohio at Columbus.
No. 2:25-cv-00095—Sarah Daggett Morrison, District Judge.

Decided and Filed: September 24, 2026

Before: MOORE, NALBANDIAN, and MATHIS, Circuit Judges.

COUNSEL

ON BRIEF: Susan Anne Wasserman, Los Angeles, California, for Appellant. Brianna M. Prislipsky, Zachary B. Pyers, REMINGER CO., L.P.A., Cleveland, Ohio, for the Robert E. Wier Appellees. Brandy Hutton Ranjan, JONES DAY, Columbus, Ohio, for Appellee JPMorgan Chase Bank, N.A. Adam S. Nightingale, EASTMAN & SMITH LTD., Toledo, Ohio, for the Ryan A. Gordon Appellees.

OPINION

MATHIS, Circuit Judge. Before her death in 2013, Ruth Wilson established a testamentary trust for her daughter, Elizabeth Koeberer. In the years that followed, Koeberer’s trust has been at the center of multiple lawsuits. Before us is the latest salvo in this long-running dispute. In 2025, Koeberer sued the trustee, the bank handling the trust’s financial assets, her former probate attorney, and her siblings in a sprawling 162-page complaint. The district court dismissed all claims. We affirm.

I.

Because the district court resolved this case at the motion-to-dismiss stage, we recite the facts as alleged in the complaint. *See Steeb v. Ehart*, 165 F.4th 536, 538 (6th Cir. 2026).

Ruth Wilson died testate in October 2013. A few years before her death, she hired an attorney, Robert Weir, to draft her will and estate-planning documents. Wilson set up a testamentary trust for her daughter, Elizabeth Koeberer, under the name “Elizabeth W. Koeberger Trust.” An apparent scrivener’s error in the trust agreement misspelled Koeberer’s last name as “Koeberger.” Koeberer’s brother, Edson Wilson, served as the initial trustee. About a year later, he appointed Weir as the successor trustee. JPMorgan Chase Bank held the trust’s financial assets.

Nearly a decade after her mother’s death, Koeberer initiated several lawsuits related to the disposition of her mother’s estate and the handling of the trust. Most recently, Koeberer filed a federal lawsuit against her former probate attorney, her siblings, Weir, and Chase Bank, alleging various claims under federal and Ohio law. Relevant to this appeal, Koeberer brought a negligence claim against Chase Bank related to Weir’s use of the trust bank account, as well as claims alleging violations of the Bank Secrecy Act, the Electronic Fund Transfer Act (EFTA), and the National Automated Clearing House Association (NACHA) rules. She also filed abuse-of-process claims against her siblings—Edson Wilson and Christine Strom—accusing them of filing various motions in probate court with ulterior motives. Several defendants moved

to dismiss, and the district court dismissed the claims against them. The court also declined to exercise supplemental jurisdiction over the remaining state-law claims against Weir and Ryan Gordon, Koeberer's former probate attorney.

Koeberer appealed.

II.

We review de novo a district court's decision granting a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6). *Cooperrider v. Woods*, 127 F.4th 1019, 1027 (6th Cir. 2025). The Federal Rules of Civil Procedure require a party bringing a claim to provide "a short and plain statement of the claim showing" an "entitle[ment] to relief." Fed. R. Civ. P. 8(a)(2). To overcome a Rule 12(b)(6) motion to dismiss, "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation modified). In evaluating whether a complaint is facially plausible, we construe the complaint in a light most favorable to the plaintiff, accept all well-pleaded factual allegations as true, and decide whether there is enough factual content to "allow[] the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.*

III.

We begin with Koeberer's claims against Chase Bank. Koeberer asserts that the district court erred in dismissing her federal claims under the Bank Secrecy Act and the EFTA. She also contends that the district court erred in dismissing her negligence claim as well as her claim for violations of the NACHA operating rules.¹ As explained below, Koeberer's arguments lack merit.

¹Koeberer does not challenge the district court's dismissal of her Declaratory Judgment Act claim against Chase Bank.

A.

Bank Secrecy Act. To start, Koeberer alleges that Chase Bank violated the Bank Secrecy Act by failing to flag suspicious activities on her trust account. She frames her Bank Secrecy Act argument as part of a negligence per se claim.

The Bank Secrecy Act aims to, among other things, “prevent the laundering of money and the financing of terrorism through the establishment by financial institutions of reasonably designed risk-based programs to combat money laundering and the financing of terrorism.” 31 U.S.C. § 5311(2). To that end, the Act allows the Treasury Secretary to require financial institutions to “report any suspicious transaction relevant to a possible violation of law or regulation.” *Id.* § 5318(g)(1). The Treasury Secretary does in fact require financial institutions to file a Suspicious Activity Report (SAR) for any suspicious transactions. 31 C.F.R. § 1020.320(a)–(b).

Koeberer argues that the Bank Secrecy Act establishes a standard of care that supports negligence per se claims under state law. Under Ohio law, “a violation of a statute which sets forth specific duties constitutes negligence *per se*.” *Mann v. Northgate Invs., L.L.C.*, 5 N.E.3d 594, 598 (Ohio 2014) (citation modified). Thus, “where a statute sets forth a positive and definite standard of care whereby a jury may determine whether there has been a violation thereof by finding a single issue of fact, a violation of that statute constitutes negligence *per se*.” *Sikora v. Wenzel*, 727 N.E.2d 1277, 1280 (Ohio 2000) (citation modified). “The practical effect of a statutory violation as negligence per se is that a statutory violation satisfies the breach and duty elements of negligence.” *Cincinnati Bell Tel. Co. v. J.K. Meurer Corp.*, 185 N.E.3d 632, 638 (Ohio Ct. App. 2022).

But when a federal statute does not include a private right of action, Ohio courts suggest that a plaintiff cannot use a violation of that statute to support a negligence per se claim. *See Sheldon v. Kettering Health Network*, 40 N.E.3d 661, 674 (Ohio Ct. App. 2015); *Monnin v. Fifth Third Bank of Mia. Valley, N.A.*, 658 N.E.2d 1140, 1148–49 (Ohio Ct. App. 1995); *Stuck v. Mia. Valley Hosp.*, 141 N.E.3d 290, 300 (Ohio Ct. App. 2020). As Ohio courts have explained, if plaintiffs could use federal statutes that lack private-enforcement provisions as the basis for

negligence per se claims, this would allow them to manufacture a private right of action where none exists. *See Sheldon*, 40 N.E.3d at 674.

The Bank Secrecy Act does not create an express private right of action for private litigants to enforce the SAR filing requirement. “When Congress creates a private right of action, it usually does so expressly.” *FS Credit Opportunities Corp. v. Saba Cap. Master Fund, Ltd.*, 608 U.S. 608, 613 (2026). Congress knew how to create a private action in the Bank Secrecy Act because it created one for whistleblowers to bring claims against employers that retaliated against them for providing information to certain federal officials or their supervisors about violations of the Act. *See* 31 U.S.C. § 5323(g). We need not decide whether the Bank Secrecy Act gives rise to an implied private right of action because Koeberer fails to argue as much. Koeberer thus cannot rely on the Bank Secrecy Act to establish a negligence per se claim.

B.

Electronic Fund Transfer Act. The EFTA “protects individual consumer rights by providing a basic framework establishing the rights, liabilities, and responsibilities of participants in electronic fund transfer systems.” *Mich. First Credit Union v. T-Mobile USA, Inc.*, 108 F.4th 421, 426 (6th Cir. 2024) (citation modified); *see also* 15 U.S.C. § 1693(b). “The statute covers a wide range of electronic money transfers—from ATM withdrawals and debit-card payments to banking by phone—and subjects them to a litany of procedural requirements designed to protect consumers from transactions made in error or without their consent.” *Wike v. Vertrue, Inc.*, 566 F.3d 590, 592 (6th Cir. 2009) (citing 15 U.S.C. §§ 1693a(6), 1693b–1693f). The EFTA also allows consumers to bring claims for purported violations of the statute. *See* 15 U.S.C. § 1693m(a).

Koeberer contends that Chase Bank violated the EFTA because it failed to investigate the “unauthorized transactions” that she reported to the bank. R. 1, PageID 126. We can resolve this issue by evaluating the timeliness of Koeberer’s EFTA claim. A consumer must file an EFTA claim “within one year from the date of the occurrence of the violation.” 15 U.S.C. § 1693m(g); *see also Wike*, 566 F.3d at 593. Koeberer failed to do so, and her EFTA claim is thus untimely.

Under the “standard rule for limitations periods,” the “statute of limitations begins to run at the time the plaintiff has the right to apply to the court for relief.” *Corner Post, Inc. v. Bd. of Governors of Fed. Rsrv. Sys.*, 603 U.S. 799, 811 (2024) (citation modified). This occurs when a defendant breaches a duty—here, the duty imposed by the EFTA—and the plaintiff suffers an injury. *Wike*, 566 F.3d at 593. Koeberer’s EFTA claim centers on Chase Bank’s purportedly wrongful acts that occurred in 2014 and 2015. She does not allege any violations that took place within the year before she filed her complaint in February 2025. So the statute of limitations for her EFTA claim expired nearly a decade before she filed the complaint.

Koeberer argues that the discovery rule and the continuing-violation doctrine toll the running of the statute of limitations. We disagree.

The discovery rule does not apply to the EFTA’s limitations period. That rule allows “a claim to accrue when the litigant first knows or with due diligence should know facts that will form the basis for an action.” *Merck & Co. v. Reynolds*, 559 U.S. 633, 646 (2010) (emphasis omitted) (citation modified). But the EFTA “unambiguously sets the date of the violation as the event that starts the one-year limitations period.” *Rotkiske v. Klemm*, 589 U.S. 8, 13 (2019); *see* 15 U.S.C. § 1693m(g). So consumers must file their claim within one year after a violation occurs. 15 U.S.C. § 1693m(g). In *Rotkiske*, the Supreme Court rejected the application of the discovery rule to an action under the Fair Debt Collection Practices Act—a statute which, like the EFTA, is part of the Consumer Credit Protection Act and uses nearly identical language in its statute-of-limitations provision. 589 U.S. at 13–15; *see* 15 U.S.C. § 1692k(d).

The continuing-violation doctrine does not help Koeberer either. “A continuing violation is occasioned by continual unlawful acts, not continual ill effects from an original violation.” *Eidson v. Tenn. Dep’t of Child.’s Servs.*, 510 F.3d 631, 635 (6th Cir. 2007) (citation modified). The doctrine does not resurrect an otherwise untimely claim where, as here, “a discrete incident of unlawful conduct gives rise to continuing injuries because the plaintiff can bring a single suit based on an estimation of total injuries.” *Tobey v. Chibucos*, 890 F.3d 634, 646–47 (7th Cir. 2018) (citation omitted). The district court thus correctly concluded that Koeberer’s EFTA claim is barred by the one-year statute of limitations.

C.

Negligence. The economic-loss rule bars Koeberer’s negligence claims against Chase Bank. “Ohio law prevents the recovery of purely economic losses in a negligence action either where there is no privity or a sufficient nexus that could serve as a substitute for privity or where recovery of such damages is not based upon a tort duty independent of contractually created duties.” *Pavlovich v. Nat’l City Bank*, 435 F.3d 560, 569 (6th Cir. 2006) (citation modified). The term “economic loss” encompasses “damages that are solely monetary, as opposed to damages involving physical harm to person or property.” *Cleveland Indians Baseball Co. v. N.H. Ins. Co.*, 727 F.3d 633, 640 (6th Cir. 2013). “Broadly speaking, the economic loss doctrine is designed to maintain a distinction between damage remedies for breach of contract and for tort.” *Id.* So “a plaintiff who has suffered only economic loss due to another’s negligence has not been injured in a manner which is legally cognizable or compensable.” *Motorists Mut. Ins. Co. v. Ironics, Inc.*, 200 N.E.3d 149, 160 (Ohio 2022) (quotation omitted).

But Ohio law also recognizes some exceptions to the economic-loss rule. The rule does not apply when there is a “discrete, preexisting duty in tort and not upon any terms of a contract or rights accompanying privity.” *Corporex Dev. & Constr. Mgmt., Inc. v. Shook, Inc.*, 835 N.E.2d 701, 705 (Ohio 2005). Exempt claims include, as relevant here, breach of fiduciary duty. *Pham Constr. & Co. v. Tran*, 236 N.E.3d 849, 859 (Ohio Ct. App. 2024).

The deposit account agreement between Chase Bank and Koeberer, in effect when the bank set up her checking account, created privity of contract. But Koeberer does not identify a tort duty that Chase Bank owes her independent of any contractual obligations. Instead, she argues that she has a “fiduciary banking relationship[]” with Chase Bank such that the economic-loss rule does not bar her negligence claim. D. 34 at p.27. Yet “absent special circumstances, Ohio law does not recognize a fiduciary duty between a bank and its customer.” *BAS Broad., Inc. v. Fifth Third Bank*, 110 N.E.3d 171, 175 (Ohio Ct. App. 2018) (citation modified); *see also Groob v. KeyBank*, 843 N.E.2d 1170, 1173–74 (Ohio 2006). So the fiduciary-duty exception to the economic-loss rule does not apply here.

Koeberer next argues that the economic-loss rule is inapplicable because the complaint alleges “damages extending beyond economic loss, including emotional distress, reputational harm, and the loss of personal and professional standing.” D. 34 at p.27. But the complaint does not contain any allegations of this sort against Chase Bank. And Koeberer cannot ask us to consider new allegations not contained in the complaint. *See Bates v. Green Farms Condo. Ass’n*, 958 F.3d 470, 483 (6th Cir. 2020).

D.

NACHA Operating Rules. NACHA is a nonprofit association that governs the Automatic Clearing House (ACH) network.² The ACH regulates electronic deposits and payments for many banks and credit unions across the United States. *See Reyes v. Netdeposit, LLC*, 802 F.3d 469, 476 (3d Cir. 2015). NACHA enacts ACH-related rules that participating financial institutions must abide by. *See Volden v. Innovative Fin. Sys., Inc.*, 440 F.3d 947, 949 (8th Cir. 2006).

Koeberer asserts a claim against Chase Bank for purported NACHA rule violations. But she appears to concede that, as a noncommercial bank customer, she does not have a private right of action under NACHA. Instead, she seems to argue that her NACHA claim is rooted in contract law. According to Koeberer, she has a viable NACHA claim because of her deposit account agreement with Chase Bank.

At a high level, “[t]he operating rules of NACHA and its member associations operate as agreements among the depository institutions that are members of the associations. . . . The operating rules also require agreements between depository institutions and their commercial customers binding the customers to the rules.”³ So to enforce NACHA’s operating rules, Koeberer must be a contracting party to the NACHA rules or an intended beneficiary of the NACHA agreement.

²See *About Us*, Nacha (last visited June 5, 2026), <https://www.nacha.org/content/about-us>.

³1 Donald I. Baker, Roland E. Brandel & James H. Pannabecker, *The Law of Electronic Fund Transfer Systems* § 3.04 (LexisNexis A.S. Pratt 2026).

Based on the deposit account agreement, Koeberer does not plead a viable NACHA claim.⁴ The agreement nowhere mentions the NACHA rules. Thus, she cannot enforce the rules because the agreement does not incorporate them, nor does the agreement identify her as an intended beneficiary of the NACHA rules.⁵

IV.

Koeberer challenges the dismissal of her abuse-of-process claims against her siblings, Wilson and Strom. To succeed on an abuse-of-process claim under Ohio law, a plaintiff must establish: “(1) that a legal proceeding has been set in motion in proper form and with probable cause; (2) that the proceeding has been perverted to attempt to accomplish an ulterior purpose for which it was not designed; and (3) that direct damage has resulted from the wrongful use of process.” *Yaklevich v. Kemp, Schaeffer & Rowe Co.*, 626 N.E.2d 115, 118 (Ohio 1994) (citation modified). “Abuse of process occurs where someone attempts to achieve through use of the court that which the court is itself powerless to order.” *Robb v. Chagrin Lagoons Yacht Club, Inc.*, 662 N.E.2d 9, 14 (Ohio 1996) (citation modified).

Although the complaint is not entirely clear about the basis for Koeberer’s abuse-of-process claims, Koeberer argues that Wilson and Strom abused the legal process by seeking monetary sanctions against her in probate court. According to Koeberer, her siblings moved for sanctions to slow down the appellate process. She also claims that Strom “suppress[ed] favorable testimony and frustrat[ed] appellate review” by filing a witness-exclusion motion. D. 34 at p.32.

These allegations do not establish a cognizable abuse-of-process claim. “[A]n essential element of an abuse-of-process claim requires the plaintiff to establish that a legal process was misused or improperly used to achieve a result the trial court was not authorized to grant.”

⁴Chase Bank attached the deposit account agreement as an exhibit in support of its motion to dismiss. We may take judicial notice of the agreement because Koeberer repeatedly refers to it in the complaint and, as shown by her arguments on appeal, the agreement is central to her NACHA claim. *See Amini v. Oberlin Coll.*, 259 F.3d 493, 502 (6th Cir. 2001).

⁵Although the district court resolved this issue differently, “we may affirm on any grounds supported by the record even if different from the reasons of the district court.” *Lathfield Invs., LLC v. City of Lathrup Village*, 136 F.4th 282, 302 (6th Cir. 2025) (citation modified).

Plishka v. Skurla, 204 N.E.3d 1250, 1268 (Ohio Ct. App. 2022). Koeberer does not show that the probate court could not rule on her siblings' motions. In fact, under Ohio law, the probate court had the power to award monetary sanctions to Wilson and Strom. *See* Ohio Rev. Code Ann. § 2323.51. Just because Koeberer believes that her siblings had ulterior motives in filing these motions does not mean that an abuse of process occurred. "There is no liability for abuse of process where the defendant has done nothing more than carry out the process to its authorized conclusion, even though with bad intentions." *Kehoe v. Aronson*, 244 N.E.3d 154, 157 (Ohio Ct. App. 2024) (citation modified).

V.

Koeberer argues that the district court erred by declining to exercise supplemental jurisdiction over her remaining state-law claims against Weir and Gordon. "We review a district court's decision declining to exercise supplemental jurisdiction for an abuse of discretion." *Mitchell v. City of Benton Harbor*, 137 F.4th 420, 443 (6th Cir. 2025) (quotation omitted).

A district court has supplemental jurisdiction over all state-law claims that "form part of the same case or controversy" as the claims over which the court has original jurisdiction. 28 U.S.C. § 1367(a). But the district court can decline to exercise such jurisdiction if:

- (1) the claim raises a novel or complex issue of State law,
- (2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction,
- (3) the district court has dismissed all claims over which it has original jurisdiction, or
- (4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction.

Id. § 1367(c). "In determining whether to exercise supplemental jurisdiction, the district court should balance several factors, including judicial economy, convenience, fairness, and comity." *Williams v. Addison Cmty. Schs.*, 168 F.4th 791, 794–95 (6th Cir. 2026).

The district court dismissed all the claims over which it had original jurisdiction and then decided that judicial economy, convenience, and comity would not be served by exercising supplemental jurisdiction over Koeberer's remaining state-law claims against Weir and Gordon.

See 28 U.S.C. § 1367(c)(3). When, as here, “all federal claims are dismissed before trial, the balance of considerations usually will point to dismissing the state law claims.” *Stanley v. W. Mich. Univ.*, 105 F.4th 856, 867 (6th Cir. 2024) (citation modified). And we have not revived any of Koeberer’s federal claims on appeal. The district court did not abuse its discretion under these circumstances.

VI.

Last, we address a concern about Koeberer’s appellate briefing. The appellate briefing submitted by Koeberer’s counsel, Susan Anne Wasserman, to this court contained numerous “problematic citations” as we described in a show-cause order. D. 56-2 at p.1. “Attorneys have an ethical obligation to verify the citations and propositions they submit to courts; that obligation reflects duties of competence and candor.” *United States v. Farris*, 171 F.4th 920, 923 (6th Cir. 2026) (per curiam). Ms. Wasserman, as she acknowledges in response to our order, failed to uphold her ethical obligation. That said, we decline to issue sanctions against Ms. Wasserman. But Ms. Wasserman is warned that a failure to adhere to her professional responsibilities going forward in her filings in this case, or other cases in this court, could warrant sanctions. We remind Ms. Wasserman that she must diligently supervise her “work product and carefully examine the accuracy of every citation” she presents to this court. *See id.*

VII.

For these reasons, we **AFFIRM** the district court’s judgment.