

## APPENDIX A

**VIRGINIA:**

*In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Tuesday the 21st day of November, 2023.*

Martin Akerman,

Appellant,

against

Record No. 230670  
Court of Appeals No. 1259-23-4

Virginia Court of Appeals, et al.,

Appellees.

From the Court of Appeals of Virginia

Finding that this matter is still pending in the Court of Appeals, the Court dismisses as premature the petition for appeal in the above-styled case. Virginia Code § 17.1-411. *See also, Headley v. Commonwealth*, 231 Va. xix, 342 S.E.2d 65 (1986). This dismissal is without prejudice to the appellant's right to appeal a final decision of the Court of Appeals.

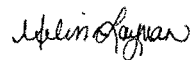
Upon consideration whereof, appellant's pending motions and requested relief therein are denied.

A Copy,

Teste:

Muriel-Theresa Pitney, Clerk

By:



Deputy Clerk

## APPENDIX B

**VIRGINIA:**

*In the Supreme Court of Virginia held at the Supreme Court Building in the  
City of Richmond on Monday the 29th day of January, 2024.*

MARTIN AKERMAN,

APPELLANT,

against

Record No. 230670  
Court of Appeals No. 1259-23-4

VIRGINIA COURT OF APPEALS, ET AL.,

APPELLEES.

UPON A PETITION FOR REHEARING

On consideration of the petition of the appellant to set aside the judgment rendered herein  
on November 21, 2023, and grant a rehearing thereof, the prayer of the said petition is denied.

A Copy,

Teste:

Muriel-Theresa Pitney, Clerk

By:



Deputy Clerk

## APPENDIX C

**VIRGINIA:**

*In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Monday the 12th day of February, 2024.*

MARTIN AKERMAN,

APPELLANT,

against

Record No. 230670

Court of Appeals No. 1259-23-4

VIRGINIA COURT OF APPEALS, ET AL.,

APPELLEES.

FROM THE COURT OF APPEALS OF VIRGINIA

On January 29, 2024, came the appellant, who is self-represented, and filed a "Motion to Stay the Mandate Pending Clarification."

On February 1, 2024, came again the appellant and filed a "Motion to Defer Issuance of Mandate Under Rule 5:39."

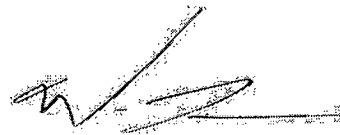
Upon consideration whereof, the Court denies the motions.

A Copy,

Teste:

Muriel-Theresa Pitney, Clerk

By:

A handwritten signature in black ink, appearing to be 'M. Pitney', written over a horizontal line.

Deputy Clerk

## APPENDIX D

FILED by Arlington County Circuit Court  
07/21/2023

**VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF ARLINGTON**

**MARTIN AKERMAN,**

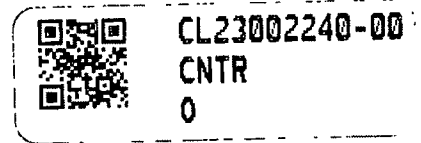
**Plaintiff,**

**v.**

**Case No.: CL23002240-00**

**SCOTTSDALE INSURANCE COMPANY, et al.,**

**Defendant.**



**ORDER**

ON THIS DAY came the Defendants Nationwide Insurance Company, Scottsdale Insurance Company, Federal Employee Defense Services, and Starwind Specialty Insurance Services, by counsel, and Plaintiff, *pro se*, to be heard on Defendants' Motion to Quash Service of Process, Motion Craving Oyer, and Demurrer, and Plaintiff's Motion for Default

UPON CONSIDERATION whereof, having considered the arguments presented, and for good cause shown, it is hereby

Ordered that Plaintiff's Motion for Default shall be <sup>as to the Defendants listed above</sup> and hereby is Denied, and it is further

Ordered that Defendants' Motion to Quash Service of Process shall be and hereby is Denied, and it is further

Ordered that the Defendants' Motion Craving Oyer shall be and hereby is Granted, and any insurance policy and/or contract(s) issued by any of the above named Defendants shall be filed herein and shall be made a part of any Complaint filed herein, and it is further

Ordered that the Defendants' Demurrer shall be and hereby




is Sustained without prejudice, and Plaintiff is granted until  
August 25, 2023 to file an Amended Complaint, and the above named Defendants shall  
have until September 15, 2023 to file responsive pleadings to any Amended Complaint  
SO filed.

ENTERED this 21st day of July, 2023.

  
JUDGE

~~ASK FOR THIS:~~ Seen and agreed in part  
and objected to in part  
as stated on the record and  
in the  
pleadings

  
Scott C. Hartin, Esq. (VSB# 80450)

[schartin@va-law.com](mailto:schartin@va-law.com)

Paul R. Schmeding, Esq. (VSB #89542)

[prschmeding@va-law.com](mailto:prschmeding@va-law.com)

McKenry Dancigers Dawson, P.C.

192 Ballard Court, Suite 305

Virginia Beach, VA 23462

(757) 461-2500 telephone

(757) 461-2341 facsimile

**Counsel for Defendants Nationwide Ins. Co.,**

**Scottsdale Ins. Co.,**

**Federal Employee Defense Services, &**

**Starwind Specialty Ins. Services**

SEEN and :

Martin Akerman<sup>1</sup>

2001 North Adams Street, Unit 440

Arlington, VA 22201

(202) 656-5601

[Makerman.dod@gmail.com](mailto:Makerman.dod@gmail.com)

**Pro Se Plaintiff**

agree in part and object in part

1 The Court grants Plaintiff  
until close of business Monday  
July 24, 2023 to supplement  
any objections hereto.

Order  
2 of 2

# APPENDIX E

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

JULY 20, 2023

Akerman, Pro Se  
Petitioner,

Vs

Civil No. CL 23-2240

Scottsdale Insurance, et al  
Defendant,

PRAECIPE

NOTICE OF INTERLOCUTORY APPEAL UNDER THE COHEN DOCTRINE. NO ATTORNEYS FROM OPPOSITION HAVE MADE AN APPEARANCE. 2 DIFFERENT LAW FIRMS HAVE CONTACTED ME AS COUNSEL EX PARTE, NONE FROM DEFENDANT PEPG. AS A PRO SE LITIGANT, PARTICULARLY WITH A DISABILITY, I REQUIRE A TRANSPARENT PROCESS, UNDER THE FIRST AMENDMENT. TODAY IS THE FIRST DAY THAT THE ELECTRONIC RECORD BECAME AVAILABLE TO ME. COURT RULES FORBID PRO SE PARTIES FROM SEEING RECORDS OUTSIDE OF THE CLERK'S OFFICE. RECORDS ARE POSITIONED FOR THE UNREPRESENTED DEFENDANTS AND MERITS HAVE BEEN UNLAWFULLY OBSTRUCTED.

RECEIVED

2023 JUL 20 AM 10:41

PAUL FERGUSON, CLERK  
ARLINGTON CIRCUIT COURT

Sincerely,

  
Signature, Pro Se

2001 NORTH ADAMS STREET #440

ARLINGTON, VA 22201

Address

202-656-569

Phone Number

## COURT OF APPEALS OF VIRGINIA | APPELLATE CASE MANAGEMENT SYSTEM

## Case Information

[HOME](#) | [LAST INQUIRY](#) | [LOGOUT](#)

CAV Record # 125923

Find

CAV Record # 1259 - 23 - 4

Case Type Civil Lower Tribunal Arlington County Tribunal Case # CL23-2240

## Case Status

Notice of Appeal to SCV

Received

## Appellant Parties

## Appellant

AKERMAN, MARTIN

Alias

Alias Name

## Attorney

AKERMAN, MARTIN

## Appellee Parties

## Appellee

SCOTTSDALE INSURANCE

Alias

Alias Name

## Attorney

## Notice of Appeal

CAV Received 07-20-2023

Record Received

## Briefing

Appellant Designation

Appellee Designation

Joint Designation

Opening Brief Received

Appendix Received

Appellee Brief

Guardian ad Litem

Reply Brief Received

## Panel

Disposition Date

Disposition

☐ Order ☐ Opinion☐ Published ☐ Unpublished

## Rehearing

Petition for Rehearing 3-Judge Panel

Received

Rehearing 3-Judge Panel Date

Decision

Petition for Rehearing En Banc

Received

Decision

Rehearing En Banc Date

## Rehearing Granted

Opening Brief Received

Appellee Brief / Respondent Brief -  
Panel Received

Reply Brief Received

Rehearing Granted 3-Judge Panel Date

☐ Order ☐ Opinion

Disposition

☐ Published ☐ Unpublished

Rehearing Granted En Banc Date

Disposition

☐ Order ☐ Opinion

☐ Published ☐ Unpublished

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## APPENDIX F

FILED by Arlington County Circuit Court  
07/06/2023

## IN THE CIRCUIT COURT FOR ARLINGTON COUNTY, VIRGINIA

MARTIN AKERMAN  
Plaintiff  
v.  
SCOTTSDALE INSURANCE CO., et al.  
Defendant

CL 23002240-00  
Case Number



CL23002240-00  
CNTR  
SCH0

## UNIFORM PRETRIAL SCHEDULING ORDER

IT IS ORDERED that:

## I. TRIAL

The trial date is MAY 20, 2024 at 10:00 a.m. with a jury without a jury.

The estimated length of trial is 1 DAY W/ JURY.

Pretrial conference at 9:30 a.m. on \_\_\_\_\_. (A pretrial conference is mandatory for all cases scheduled for more than 2 days and in all Equitable Distribution cases.)

## II. DISCOVERY

The parties shall complete discovery, including depositions, by **thirty (30)** days before trial; however, depositions taken in lieu of live testimony at trial will be permitted until **fifteen (15)** days before trial. "Complete" means that all interrogatories, requests for production, requests for admissions and other discovery must be served sufficiently in advance of trial to allow a timely response at least **thirty (30)** days before trial. Depositions may be taken after the specified time period by agreement of counsel of record or for good cause shown, provided however, that the taking of a deposition after the deadline established herein shall not provide a basis for continuance of the trial date or the scheduling of motions inconsistent with the normal procedures of the Court. The parties have a duty to seasonably supplement and amend discovery responses pursuant to Rule 4:1(e) of the Rules of Supreme Court of Virginia. Seasonably means as soon as practical. No provision of this Order supersedes the Rules of the Supreme Court of Virginia governing discovery. Any discovery motion filed shall contain a certification that counsel has made a good faith effort to resolve the matters set forth in the motion with opposing counsel.

## III. DESIGNATION OF EXPERTS

If requested in discovery, plaintiff's, counter-claimant's, third party plaintiff's and cross-claimant's experts shall be identified on or before **ninety (90)** days before trial. If requested in discovery, defendant's and all other opposing experts shall be identified on or before **sixty (60)** days before trial. If requested in discovery, experts or opinions responsive to new matters raised in the opposing parties' identification of experts shall be designated no later than **forty-five (45)** days before trial. If requested, all information discoverable under Rule 4:1(b)(4)(A)(1) of the Rules of Supreme Court of Virginia shall be provided or the expert will not ordinarily be permitted to express any non-disclosed opinions at trial. The foregoing deadlines shall not relieve a party of the obligation to respond to discovery requests within the time periods set forth in the Rules of Supreme Court of Virginia, including, in particular, the duty to supplement or amend prior responses pursuant to Rule 4:1(e).

## IV. DISPOSITIVE MOTIONS

All dispositive motions shall be presented to the Court for hearing as far in advance of the trial date as practical. All counsel of record are encouraged to bring on for hearing all demurrers, special pleas, motions for summary judgment or other dispositive motions not more than **sixty (60)** days after being filed.

**V. EXHIBIT AND WITNESS LISTS**

Counsel of record shall exchange **fifteen (15)** days before trial a list specifically identifying each exhibit to be introduced at trial, copies of any exhibits not previously supplied in discovery, and a list of witnesses proposed to be introduced at trial. The lists of exhibits and witnesses shall be filed with the Clerk of the Court simultaneously therewith but the exhibits shall not then be filed. Any exhibit or witness not so identified and filed will not be received in evidence, except in rebuttal or for impeachment or unless the admission of such exhibit or testimony of the witness would cause no surprise or prejudice to the opposing party and the failure to list the exhibit or witness was through inadvertence. Any objections to exhibits or witnesses shall state the legal reasons therefor except on relevancy grounds, and shall be filed with the Clerk of the Court and a copy delivered to opposing counsel at least **five (5)** days before trial or the objections will be deemed waived absent leave of Court for good cause shown.

**VI. PRETRIAL CONFERENCE**

Pursuant to Rule 4:13 of the Rules of Supreme Court of Virginia, when requested by any party or upon its own motion, the Court may order a pretrial conference wherein motions *in limine*, settlement discussions or other pretrial motions which may aid in the disposition of an action can be heard.

**VII. MOTIONS IN LIMINE**

Absent leave of Court, any motion *in limine* which requires argument exceeding **five (5)** minutes shall be duly noticed and heard before the day of trial.

**VIII. WITNESS SUBPOENAS**

Early filing of a request for witness subpoenas is encouraged so that such subpoenas may be served at least **ten (10)** days before trial.

**IX. CONTINUANCES**

Continuances will only be granted by the Court for good cause shown.

**X. JURY INSTRUCTIONS**

Counsel of record, unless compliance is waived by the Court, shall, **two (2)** business days before a civil jury trial date, exchange proposed jury instructions. At the commencement of trial, counsel of record shall tender the Court the originals of all agreed upon instructions and copies of all contested instructions with appropriate citations. This requirement shall not preclude the offering of additional instructions at the trial.

**XI. DEPOSITION TRANSCRIPTS TO BE USED AT TRIAL**

Counsel of record shall confer and attempt to identify and resolve all issues regarding the use of depositions at trial. It is the obligation of the proponent of any deposition of any non-party witness who will not appear at trial to advise opposing counsel of record of counsel's intent to use all or a portion of the deposition at trial at the earliest reasonable opportunity. Other than trial depositions taken after completion of discovery under Paragraph II, designations of portions of non-party depositions, other than for rebuttal or impeachment, shall be exchanged no later than **fifteen (15)** days before trial, except for good cause shown or by agreement of counsel. It becomes the obligation of the opponent of any such deposition to bring any objection or other unresolved issues to the Court for hearing before the day of trial, and to counter-designate any additional portions of designated depositions at least **five (5)** days before such hearing.

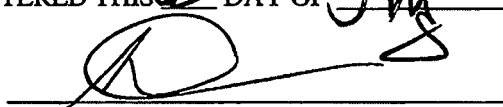
**XII. WAIVER OR MODIFICATION OF TERMS OF ORDER**

Upon motion, the time limits and prohibitions contained in this order may be waived or modified by leave of Court for good cause shown.

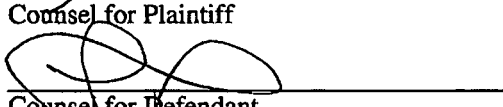
ENTERED THIS 26th DAY OF July, 2023.



Judge

  
Counsel for Plaintiff

202-656-8601  
Telephone

  
Counsel for Defendant

07/05/2023 - 757461-2500  
Telephone



FILED by Arlington County Circuit Court  
07/07/2023

VIRGINIA

Martin Akerman, Pro Se,  
Plaintiff,  
v.

Scottsdale Insurance Company,  
Nationwide Insurance Company,  
Federal Employee Defense Services,  
Public Employees Purchasing Group,  
Starwind Specialty Insurance Services,  
Defendants.

Case No.: 013CL23002240-00



CL23002240-00  
CNTR  
MOT

RECEIVED  
2023 JUL -7 PM 2:48  
PAUL FERGUSON, CLERK  
ARLINGTON CIRCUIT COURT

**REQUEST FOR NOTICE OF APPEARANCE OF DEFENDANTS' COUNSEL PRIOR TO DEFAULT MOTION HEARING ON THE 21ST DAY OF JULY, 2023**

TO: The Honorable Paul F. Ferguson, Clerk  
Arlington Circuit Court  
1425 North Courthouse Road  
Arlington, VA 22201

Dear Honorable Mr. Ferguson,

I, Martin Akerman, as a Pro Se Plaintiff in the above-captioned matter, am writing to respectfully request a formal Notice of Appearance of the counsel representing the Defendants in this case.

I understand that a hearing has been scheduled in 2024 by an attorney representing the Defendants, who made this representation during the Term Day Hearing on July 5, 2023, without formally appearing on the docket.

As a Pro Se Plaintiff managing a disability and without the benefit of e-filing capabilities, I find myself disadvantaged in these proceedings. Unlike BARed attorneys, my lack of access to these critical tools puts a burden on my ability to maintain a fair litigation front, making the process more challenging.

I kindly ask for the court's assistance in ensuring the integrity of the legal proceedings and maintaining due process by requiring the Defendants' counsel to formally appear before the upcoming Default Motion Hearing scheduled on the 21st day of July, 2023. X1

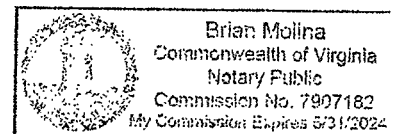
Your assistance in this matter is greatly appreciated. I kindly ask that any updates regarding the Defendants' counsel be communicated promptly.

Thank you for your time and consideration.

Best Regards,

[Your Signature]

County/City of Arlington  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 7 day of July,  
2023 by  
Martin Akerman  
(name of person seeking acknowledgement)  
Notary Public  
My Commission Expires: 05/31/2024



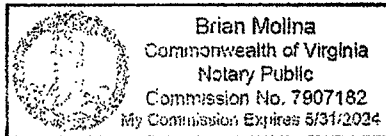
Martin Akerman, Pro Se

[Your Address] 2001 NORTH ADAMS STREET  
[City, State, Zip] ARLINGTON, VA 22201  
[Your Email Address] makerman@gmail.com  
[Your Contact Number] 202-656-5601

SENT TOGETHER WITH MOTION TO ENFORCE PROFESSIONAL  
LIABILITY AND LEGAL INSURANCE POLICY COVERAGE  
FOR LEGAL FEES AND REQUEST FOR INTERIM RELIEF



County/City of Arlington  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 7 day of July,  
2023, by  
Martin Akerman  
(name of person seeking acknowledgement)  
Brian Molina  
Notary Public  
My Commission Expires 5/31/2024



FILED by Arlington County Circuit Court  
07/07/2023

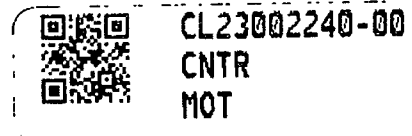
IRGINIA

Martin Akerman, Pro Se,  
Plaintiff,  
v.

Scottsdale Insurance Company,  
Nationwide Insurance Company,  
Federal Employee Defense Services,  
Public Employees Purchasing Group,  
Starwind Specialty Insurance Services,  
Defendants.

Case No.: 013CL23002240-00

RECEIVED  
2023 JUL -7 PM 2:46  
PAUL FERGUSON, CLERK  
ARLINGTON CIRCUIT COURT



# **MOTION TO ENFORCE PROFESSIONAL LIABILITY AND LEGAL INSURANCE POLICY COVERAGE FOR LEGAL FEES AND REQUEST FOR INTERIM RELIEF**

Pursuant to Virginia Code § 38.2-209(A) and in accordance with the terms of the professional liability and legal insurance policy issued by the defendants, I, Martin Akerman, Pro Se, hereby submit this Motion to Enforce Professional Liability and Legal Insurance Policy Coverage for Legal Fees and Request for Interim Relief.

As outlined in the initial complaint and subsequent Motion for Default Judgment, the defendants have defaulted on their obligations under the insurance policy, including their duty to properly investigate, fairly evaluate, and act promptly and reasonably in settling or rejecting my claim. The defendants' denial of coverage or reimbursement was made in bad faith and is in clear violation of Virginia Code.

The terms of my renewed and uninterrupted professional liability and legal insurance policy stipulate that the defendants are obligated to provide legal representation and cover the associated costs in instances of disciplinary proceedings, judicial sanctions proceedings, criminal proceedings, or investigations related to alleged misconduct.

In an effort to navigate this complex legal process, while concurrently battling symptoms of Post Traumatic Stress Disorder (PTSD), I have been relying on ChatGPT, an artificial intelligence model developed by OpenAI. Despite the utility of this tool in providing rudimentary guidance, it is a far cry from the nuanced and expert legal advice a dedicated attorney could offer. Therefore, the coverage for legal representation is not only a contractual obligation but a necessity in this case.

I am seeking the establishment of a trust fund from the insurance coverage amount of \$2,000,000 to ensure the services of Attorney Peter M. Baskin of the Law Office of Peter M. Baskin, located at 10387 Main Street, Suite 204, Fairfax, Virginia 22030, who possesses the requisite expertise and experience in such matters, to represent me in this civil case before the Arlington Circuit Court.

In addition, I am requesting interim relief in the amount of \$7,500 for the purpose of securing the representation of The Law Offices of Stephen J. Dunn, located at 2205 York Rd, Suite 101, Timonium, MD 20193, in the attached Workers' Compensation Claim as remanded on July 6, 2023.

X1

I respectfully request that this court enforce the defendants' obligation under the professional liability and legal insurance policy to cover these costs as a necessary and just remedy under the circumstances. This request is to be incorporated into the discussions during the scheduled hearing on July 21st, 2023.

### CERTIFICATE OF SERVICE

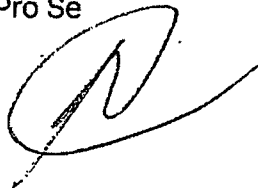
I hereby certify that on this 7th day of July, 2023, I caused a copy of this Motion to Enforce Professional Liability and Legal Insurance Policy Coverage for Legal Fees and Request for Interim Relief to be served via United States Postal Service, first class, postage prepaid, and email to:

Paul R.T.K. Schmeding, Esq.  
192 Ballard Court, Suite 400  
Virginia Beach, VA 23462  
Email: [prschmeding@va-law.com](mailto:prschmeding@va-law.com)

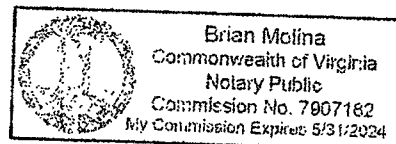
Two copies of the same, along with a \$30 fee for each party in accordance with SOP19.1, have been sent to the Public Employees Purchasing Group and all other unrepresented parties through the State Corporation Commission.

By the below signature, I certify under penalty of perjury that the above is true and correct.

Martin Akerman, Pro Se  
July 7, 2023



County/City of Arlington  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 7 day of July  
2023, by  
Martin Akerman  
(name of person seeking acknowledgement)  
Notary Public  
My Commission Expires 05/31/2024



# LAW OFFICES OF STEPHEN J. DUNN

ATTORNEYS AT LAW

*Concentrating in Legal Representation for Federal Employees*

ARIZONA  
Telephone (623) 594-8351

MARYLAND  
2205 York Road, Suite 101  
Timonium, Maryland 21093-3165  
Telephone (410) 321-8368  
Fax (410) 321-1599

PENNSYLVANIA  
Telephone (717) 845-7301

*Reply to Maryland Office*

July 7, 2023

Martin Ackerman  
2001 North Adams Street 4400  
Arlington VA 22201

Re: **OWCP Claim No. 03-2113591**

Dear Mr. Ackerman,

We discussed the details of your particular federal workers compensation case to include attorney fees as well as the need for a medical assessment to prove the particulars brought forth in the branch of hearings and review remand decision.

As noted in our conversation, the federal system does not allow for a contingency fee arrangement in regard to legal representation. In fact, it is against regulation and is indeed a misdemeanor. We noted the cost of attorney fees in the amount of \$7,500 plus the cost of a medical assessment.

Please advise when you wish to proceed on these terms.

Best regards to you,

Sincerely,



Stephen J. Dunn

CL-23-2240  
X1

File Number: 550313053  
HR11-D-H

U.S. DEPARTMENT OF LABOR

DFELHWC-FECA, PO Box 8311  
LONDON, KY 40742-8311  
Phone: (202) 693-0045

Want Faster Service?  
Upload a document at [ecomp.dol.gov](https://ecomp.dol.gov)

Date of Injury: 04/05/2022  
Employee: MARTIN AKERMAN

MARTIN AKERMAN  
2001 NORTH ADAMS STREET 440  
ARLINGTON, VA 22201

Dear MARTIN AKERMAN:

This is in reference to your workers' compensation claim. Pursuant to your request for a hearing, the case file was transferred to the Branch of Hearings and Review.

A preliminary review has been completed, and it has been determined that the case is not in posture for a hearing at this time. The decision of the Office has been vacated and returned to the office for further action as explained in the attached Remand Order.

Your case file has been returned to your assigned Claims Examiner. You may contact that office by writing to our Central Mail Room at the following address:

US DEPARTMENT OF LABOR  
DFELHWC-FECA, PO Box 8311  
LONDON, KY 40742-8311

Sincerely,

Federal Employees Program

DEPARTMENT OF THE ARMY  
NATIONAL GUARD, TITLE V ONLY  
CPAC-HQDA-PECH-NCR-C  
2530 CRYSTAL DR, TAYLOR BLDG 8TH F  
ARLINGTON, VA 22202



*If you have a disability and are in need of communication assistance (such as alternate formats or sign language interpretation), accommodation(s) and/or modification(s), please contact OWCP.*

U.S. DEPARTMENT OF LABOR  
Office of Workers' Compensation Programs

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DECISION OF THE HEARING REPRESENTATIVE

In the matter of the claim for compensation under Title 5, U.S. Code 8101 et. seq. of MARTIN AKERMAN, Claimant; Employed by the Department of the Army, Arlington, VA; Case No. 550313053.

Merit Consideration of the case file was completed in Washington, D.C. Based on this review, the decision of the Office dated 03/08/2023 is set aside for the reasons set forth below.

---

The issue is whether the claimant sustained an injury as a result of factors of his federal employment.

On November 21, 2022, the claimant, Martin Akerman, born April 8, 1979, filed Form CA-2, Notice of occupational disease and claim for compensation contending that factors of his federal employment caused his emotional condition.

In support of the claim the Office received factual information regarding intent to revoke clearance, notice of proposed indefinite suspension, formal suspension of access for cause, letter of resignation, MSPB appeal form, EEOC order of dismiss, Dog Academy certification completion, motion for clarification on order to dismiss mixed appeal, emails and letter from US Office of Special Council, intermittently from August 12, 2021 to November 30, 2022. Also received was a medical report from Dr. Brain Crowley dated September 20, 2021.

By letter dated December 8, 2022 the claimant was advised to submit detailed factual and medical evidence to support the claim for benefits.

On December 8, 2022 the agency was also asked to provide additional evidence.

In support of the claim the Office received a packet of records that included Memorandum from the National Guard Bureau placing the claimant on suspension due to loss security clearance, letter of resignation, time and attendance report, notice of indefinite suspension, information from the America Merit System Protection Board, redated complaint, whistle blower retaliation checklist, Martin Akerman v. Department of Defense, claims for compensation, leave and earnings statement, definition of constructive discharge, notice of intent to sue regarding age discrimination, response to the development letter, Notice of FECA fraud attempt Department of Defense Army Benefits Center, employee statement in response to agency fraud notice, agency challenge, employee objection related to late agency response, notice of personnel action form, and application for Federal Retirement Benefits. Also received were medical records and treatment notes from Arlington County



Department of Human Services, Kemet Health One, and Drs. Brian Crowley, and Peter Klein.

By decision dated March 8, 2023 the Office denied the claim on the factual component of the third basic element fact of injury because the evidence does not support that injury or events occurred.

Subsequent to the denial the office received factual evidence and information regarding ADA accommodations, Equal Employment Opportunity Commission, case timeline, request for records, emails, Office of Special Counsel, Merit Systems Protection Board, and agency challenge letter. Also received were medical records and treatment records from Arlington County Department of Human Services, and Center for Family Guidance.

The claimant disagreed with the decision and requested an oral hearing before a representative of the Office of Workers' Compensation Programs however I find that further development of the claim is warranted.

Workers' compensation law does not apply to each and every injury or illness that is somehow related to an employee's employment. There are situations where an injury or an illness has some connection with the employment, but nevertheless does not come within the concept or coverage of workers' compensation. Where the disability results from an employee's emotional reaction to his or her regular or specially assigned duties or to a requirement imposed by the employment, the disability comes within the coverage of FECA.<sup>1</sup> On the other hand, the disability is not covered where it results from such factors as an employee's fear of a reduction-in-force or his or her frustration from not being permitted to work in a particular environment or to hold a particular position.<sup>2</sup>

In its denial, the Office noted that the evidence of record failed to support the third basis element of fact of injury because the evidence does not establish that the injury or events occurred. However, reviewing the office's decision no findings of facts was provided and the claim was denied on fact of injury and not on performance of duty. Further development of the claim is warranted.

In cases involving emotional conditions, the Employees' Compensation Appeal Board has held that, when working conditions are alleged as factors causing a condition or disability, the Office, as part of its adjudicatory function, must make findings of fact regarding which working conditions are deemed compensable factors of employment and are to be considered by a physician when providing an opinion on causal relationship and which working conditions are not deemed factors of employment and may not be considered.<sup>3</sup>

On Remand the office should review all the evidence of record and provide the claimant with a proper decision explaining the deficiencies in the file, along with the specific evidence needed to establish the claim. The office should make a full finding on facts based on all the

<sup>1</sup> 5 U.S.C. § 8101 *et seq.*; *Trudy A. Scott*, 52 ECAB 309 (2001); *Lillian Cutler*, 28 ECAB 125 (1976).

<sup>2</sup> *Gregorio E. Conde*, 52 ECAB 410 (2001).

<sup>3</sup> *Margaret Krzycki*, 43 ECAB 496, 502 (1992); *See Norma L. Blank*, 43 ECAB 384, 389-90 (1992).





information on file. The Office should make a determination of the claimed work factors identifying whether any allegations or complaints are compensable work factors and/or explain why any factors are not in the performance of duty or not substantiated. The Office need to address the allegations individually and make a finding of facts so the claimant can understand the defect in the claim.

Following any further development of the evidence necessary, the Office should issue a *de novo* decision regarding fact of injury and a work-related injury or condition in the performance of duty.

Consistent with the above findings, the Office's March 8, 2023 decision is set aside and the case is **remanded** to the Office for further development and a *de novo* decision.

Issued:  
Washington, D.C.

Hearing Representative  
Branch of Hearings and Review  
for  
Director, Office of  
Workers' Compensation Programs



**Appendix A..... Supreme Court of Virginia Case  
230670**

CAV: 10-20-2023 13:40:58 EDT

ARLINGTON COUNTY CIRCUIT COURT

Case No.: CL23002240-00

AKERMAN, MARTIN

vs.

SCOTTSDALE INSURANCE COMPANY

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I, Megan Gates, Clerk of the Arlington County Circuit Court, certify that the contents of the record listed in the table of contents constitute the true and complete record, except for exhibits whose omission are noted in the table of contents, and are hereby transmitted to the Court of Appeals on October 20, 2023.

FILED by Arlington County Circuit Court

07/21/2023

CIVIL NO. CL23-2240

Martin Akerman, Pro Se

Petitioner,

v.

Scottsdale Insurance, et. al.

Respondents.



CL23002240-00

CNTR

OTH

RECEIVED  
2023 JUL 20 AM 11:35  
PAUL FERGUSON, CLERK  
ARLINGTON CIRCUIT COURT

## PETITION FOR INTERLOCUTORY APPEAL UNDER THE COHEN DOCTRINE

To the Honorable Judges of the Court of Appeals of Virginia:

Martin Akerman, Pro Se petitioner, respectfully petitions this Court for an interlocutory appeal of an order from the Circuit Court of Arlington pursuant to the Cohen collateral order doctrine, and states the following:

**Background:**

The undersigned is the petitioner in the case Martin Akerman v. Scottsdale Insurance, et. al., Civil No. CL23-2240, currently pending in the Circuit Court of Arlington.

**Nature of the Order:**

On or about July 17, 2023, the Circuit Court of Arlington issued an order scheduling a hearing on July 21, 2023, for matters related to a Demurrer, a motion to Squash Process, and a Motion Craving Oyer. This order has effectively positioned records in a manner that unduly favors the unrepresented Defendants.

**Grounds for Interlocutory Appeal:**

To date, no attorneys from the opposition, specifically Scottsdale Insurance et al., have made an appearance in this case. Two distinct law firms have made ex parte contact as potential counsel, but none on behalf of the defendant, Public Employees' Purchasing Group (PEPG). The electronic record of the case was made available to the appellant for the first time on July 20, 2023. Circuit court rules currently prohibit Pro Se litigants from accessing records outside of the Clerk's office, effectively placing the appellant at a disadvantage and obstructing the merits of the case.

**Requirement for Transparent Process:**


As a Pro Se litigant with a disability, the undersigned requires a transparent legal process, which is protected under the First Amendment rights.

**Relief Requested:**

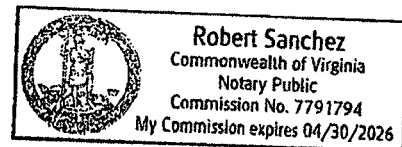
Given the above, the petitioner respectfully requests that this Court grant the interlocutory appeal, review the aforementioned order, and provide any relief it deems just and appropriate.

## CERTIFICATION

I hereby certify that a copy of this Petition for Interlocutory Appeal has been mailed/delivered to all known parties, their counsel if known, and to the Clerk of the Court of Appeals of Virginia and the Clerk of the Circuit Court of Arlington on this 20th day of July, 2023.

  
Martin Akerman, Pro Se  
2001 North Adams Street #440  
Arlington, VA 22201  
Telephone: 202-656-5601

County/City of Arlington  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 20 day of July,  
2023, by  
Martin Akerman  
(name of person seeking acknowledgment)  
Notary Public:  
My Commission Expires: 30 April 2026



FILED by Arlington County Circuit Court  
07/21/2023

**VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF ARLINGTON**

**MARTIN AKERMAN,**

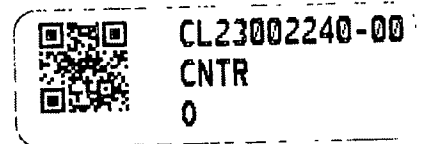
**Plaintiff,**

**v.**

**Case No.: CL23002240-00**

**SCOTTSDALE INSURANCE COMPANY, et al.,**

**Defendant.**



**ORDER**

ON THIS DAY came the Defendants Nationwide Insurance Company, Scottsdale Insurance Company, Federal Employee Defense Services, and Starwind Specialty Insurance Services, by counsel, and Plaintiff, *pro se*, to be heard on Defendants' Motion to Quash Service of Process, Motion Craving Oyer, and Demurrer, and Plaintiff's Motion for Default

UPON CONSIDERATION whereof, having considered the arguments presented, and for good cause shown, it is hereby

Ordered that Plaintiff's Motion for Default shall be  
and hereby is Denied, <sup>as to the Defendants listed above</sup> and it is further

Ordered that Defendants' Motion to Quash Service of Process shall  
be and hereby is Denied, and it is further

Ordered that the Defendants' Motion Craving Oyer  
shall be and hereby is Granted, and any insurance policy and/or  
contract(s) issued by any of the above named Defendants shall be filed  
herein and shall be made a part of any Complaint filed herein,  
and it is further

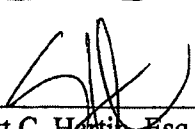
Ordered that the Defendants' Demurrer shall be and hereby

is Sustained without prejudice, and Plaintiff is granted until  
August 25, 2023 to file an Amended Complaint, and the above named Defendants shall  
have until September 15, 2023 to file responsive pleadings to any Amended Complaint  
SO filed.

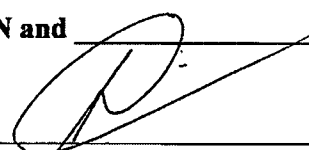
ENTERED this 21st day of July, 2023.

  
JUDGE

~~ASK FOR THIS:~~ Seen and agreed in part  
and objected to in part  
as stated on the record and  
in the  
pleadings

  
Scott C. Martin, Esq. (VSB# 80450)  
[schartin@va-law.com](mailto:schartin@va-law.com)  
Paul R. Schmeding, Esq. (VSB #89542)  
[prschmeding@va-law.com](mailto:prschmeding@va-law.com)  
McKenry Dancigers Dawson, P.C.  
192 Ballard Court, Suite 305  
Virginia Beach, VA 23462  
(757) 461-2500 telephone  
(757) 461-2341 facsimile  
**Counsel for Defendants Nationwide Ins. Co.,  
Scottsdale Ins. Co.,  
Federal Employee Defense Services, &  
Starwind Specialty Ins. Services**

SEEN and \_\_\_\_\_:

  
Martin Akerman  
2001 North Adams Street, Unit 440  
Arlington, VA 22201  
(202) 656-5601  
[Makerman.dod@gmail.com](mailto:Makerman.dod@gmail.com)  
**Pro Se Plaintiff**

agree in part and object in part



1 The Court grants Plaintiff  
until close of business Monday  
July 24, 2023 to supplement  
any objections hereto.

Order  
2 of 2



FILED by Arlington County Circuit Court

07/24/2023

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

Akerman

Petitioner,



CL23002240-00

CNTR

LETTER

Vs

CL23-2240

Civil No. CM 23-1237Scottsdale, et al

Defendant,

PRAECIPE

After the court refused to put parties under oath, I read the following attached into the record. The judge provided that I can enter this into the record. I also will be submitting objections to the order by close of business on Monday July 24, 2023. PEPG did not appear at all. I offered a copy to Scott Hartin in the hearing. Mr. Hartin introduced false statements into the court.

Sincerely,

Signature, Pro Se

2001 NORTH ADAMS STREET #440ARLINGTON, VA 22201

Address

202-676-5600

Phone Number

**Opening Statement:**

"Your Honor, counsel, and esteemed members of the court,

Today, I stand before you not only as the petitioner in the case of Martin Akerman versus Scottsdale Insurance and associated parties but also as a Pro Se litigant. My position here is rooted in a fervent quest for justice within a system that, whether by oversight or design, often appears skewed in favor of represented entities over individuals like me.

From the very outset of this process, I have faced a series of procedural irregularities that challenge not only my rights as a party but the integrity of this judicial process. Crucially, Scottsdale Insurance and its associated parties have, until now, failed to make a formal appearance on record. Furthermore, the initially appointed counsel, Phelps Dunbar, neither appeared in these proceedings nor did they see fit to notify me when they were evidently replaced.

Armed with this understanding and faced with the apparent inaction of the defendants, I found it both prudent and necessary to file a motion for Default Judgment. A basic tenet of our justice system is participation, and their absence struck me as a clear and unequivocal default. However, rather than clarity or resolution, my actions were met with yet further opacity. My access to the very records of this case, fundamental to my rights and understanding as a party, seemed inexplicably restricted, all while these same records were being positioned in a manner seemingly favorable to the very defendants who defaulted.

This brings me to the crux of today's matter. The Notice of Appeal and the Petition for Interlocutory Appeal, both filed yesterday, seek to address these concerns directly. It's not an appeal against a judgment, but rather an urgent appeal against a decision — a decision that seemingly allows defaulting parties not only a place at the table but to dictate its terms without ever formally appearing or duly communicating key changes in representation.

Turning to precedent, I'm reminded of the clarity of our esteemed Virginia Supreme Court in the case of *Copp v. Nationwide Mut. Ins. Co.* While that case pertained to an insurer's duty to defend, its principle resonates here. A duty, whether it's to defend or to appear, cannot be silently neglected without consequence.

In closing, I am here today not out of desire, but necessity. I seek transparency, equity, and the upholding of foundational legal tenets that ensure all parties, represented or not, are accorded their rightful place and respect within these proceedings. Based on the evidence and arguments that will be unveiled today, I am hopeful that this Court will recognize the imbalances and uncertainties that have colored this case and grant a ruling that realigns this process with the principles of justice and fairness. I am deeply grateful for your time and consideration."

FILED by Arlington County Circuit Court  
05/31/2023

# IN THE CIRCUIT COURT OF ARLINGTON COUNTY, VIRGINIA

SPS  
XS

Martin Akerman, Pro Se, )  
Plaintiff, )  
V. )  
Scottsdale Insurance Company, )  
Nationwide Insurance Company, )  
Federal Employee Defense Services, )  
Public Employees Purchasing Group, )  
Starwind Specialty Insurance Services, )  
Defendants. )  
----- )



CL23002240-00

CNTR  
CNTR

Case No. CL23-2240

JURY TRIAL DEMANDED

**RECEIVED**

MAY 31 2023

PAUL FERGUSON, CLERK  
Arlington County Circuit Court  
by \_\_\_\_\_ Deputy Clerk

## COMPLAINT FOR BREACH OF CONTRACT AND BAD FAITH

Plaintiff, Martin Akerman, representing himself, hereby brings this action against Defendants, Scottsdale Insurance, Nationwide Insurance, FEDS. Protection, Public Employees Purchasing Group, and Starwind Specialty Insurance Services, and in support thereof, states as follows:

### INTRODUCTION

1. The Plaintiff, asserting claims for breach of contract and bad faith, contends that the Defendants failed to provide insurance coverage, legal representation, and continued coverage, in connection with certain legal proceedings in which the Plaintiff was - and continues to be - a covered party, as stipulated in the "Certificate of Insurance Federal Employee Professional Liability Master Insurance Policy". (the "Master Policy")

## **PARTIES**

2. Plaintiff Martin Akerman (the "insured member") is a citizen and resident of Arlington County in the Commonwealth and State of Virginia.
3. Defendant Scottsdale Insurance Company is a corporation organized under the laws of Arizona, with its principal place of business in Columbus, Ohio, as registered in Virginia.
4. Defendant Nationwide Insurance Company is a corporation organized under the laws of Ohio, with its principal place of business in Columbus, Ohio, as registered in Virginia.
5. Defendant FEDS Protection is an agency organized under the laws of the District of Columbia, with agency registered in Virginia.
6. Defendant Public Employees Purchasing Group is an agency organized under the laws of the District of Columbia, with agency registered in Virginia.
7. Defendant Starwind Specialty Insurance Services is an agency organized under the laws of Ohio, with agency registered in Virginia.

## **JURISDICTION AND VENUE**

8. Jurisdiction is proper in this court because the amount in controversy exceeds \$25,000.
9. Venue is proper in this court because the acts and omissions giving rise to this action occurred exclusively within the Circuit Court of Arlington, Virginia jurisdiction, and the contractual relationship is governed in the Commonwealth of Virginia under § 38.2-127, Legal Services Insurance, by the State Corporation Commission, Bureau of Insurance.

## FACTUAL BACKGROUND

### LEGALLY ENFORCEABLE OBLIGATION

10. In general, "[c]ourts interpret insurance policies, like other contracts, in accordance with the intention of the parties gleaned from the words they have used in the document."

Floyd v. Northern Neck Ins. Co., 245 Va. 153, 158, 427 S.E.2d 193, 196 (1993). Each component of an insurance contract "should be considered and construed together and seemingly conflicting provisions harmonized when that can be reasonably done, so as to effectuate the intention of the parties as expressed therein." Suggs v. The Life Ins. Co. of Virginia, 207 Va. 7, 11, 147 S.E.2d 707, 710 (1966). When a policy does not define a given term, we give the word its "ordinary and accepted meaning." Scottsdale Ins. Co. v. Glick, 240 Va. 283, 288, 397 S.E.2d 105, 108 (1990).

11. On June 3, 2021, the Plaintiff obtained a Federal Employee Professional Liability insurance policy from the Defendants, designated by certificate number FGS0000045. Before the initial policy's termination on June 3, 2022, the insured party conscientiously renewed the policy, consequently preserving uninterrupted coverage for possible professional liabilities.

12. The reissued policy, denoted by certificate number FGS0000051, maintained congruent coverage confines and safeguards. The renewed policy spanned from June 3, 2022, to June 3, 2023, bestowing upon the insured party the essential insurance coverage in instances of professional disagreements or legal confrontations, as before.

13. FEDS Professional Liability Insurance (PLI) aims to "offer invaluable legal, job, and financial protections to policyholders," as stated in the payment confirmation email from memberservices@fedsprotection.com related to both Master Policy periods.

### COVERAGE UNDER THE CONTRACT

14. This policy provides an array of professional liability coverages, encompassing \$2,000,000 for civil defense, \$200,000 for legal expenditures in disciplinary proceedings, inquiries, or judicial sanctions processes, and \$100,000 for criminal proceedings or investigations, as established in the Master Policy.

15. Insurance companies in this circumstance would reasonably be expected to provide legal representation and cover the costs associated with defending an insured member in any disciplinary proceedings, judicial sanctions proceedings, criminal proceedings, or investigations related to alleged misconduct. This necessitates that the company establish a system for selecting competent counsel and covering all expenses concomitant with the legal defense of the insured member. Furthermore, the insurance company is expected to provide timely communication and updates to the insured member throughout the legal process.

### COVENANT OF GOOD FAITH

16. A covenant of good faith is implied in insurance contracts in Virginia, and imposes a burden on both parties that neither will do anything in bad faith to injure the others' rights under the agreement, *Aetna Casualty & Surety Co. v. Price*, 206 Va. 749, 761-62, 146 S.E.2d 220, 228 (1966) (adopting a bad faith, rather than negligence, rule regarding insurers' conduct toward their insureds).

17. In this context, "bad faith" "connotes an action based on the insurer having breached the implied covenant of good faith and fair dealing." *State Farm Mut. Auto. Ins. Co. v. Floyd*, 235 Va. 136, 144, 366 S.E.2d 93, 98, 4 Va. Law Rep. 2070 (1988).

### COVERED CLAIMS

18. A decision by an insurer to deny coverage or withhold proper payment is in good faith only if it is an honest and intelligent decision in light of the company's expertise in the field, *Aetna Casualty & Surety Co. v. Price*, 206 Va. 749, 761-62, 146 S.E.2d 220 (1966). The standard is one of the reasonableness of the insurer's actions, *CUNA Mutual Insurance v. Norman*, 237 Va. at 38 (1989).
19. On or about January 20, 2022, the insured member sought assistance and guidance from the insurer regarding a Letter of Counseling (LOC). Candy Kollar, a representative from the insurer, responded to the insured member, advising that there were limited options to contest the LOC and suggesting they forward it to the insurer's attorney, Tony Vergnetti, for review and guidance. Tony Vergnetti, acting on behalf of the insured member, allegedly contacted the insurance company to inform them about a complaint filed against the insured member by a contractor. The purpose of this communication was to seek information on the protocol to address the complaint.
20. On February 14, 2022, Ken McNeill, the Plaintiff's boss, handed the Plaintiff a Notice of Proposed Indefinite Suspension under 5 U.S.C. 7513 because of alleged misconduct, immediately placing the Plaintiff out of the office on leave under 5 U.S.C 6329b.
21. On or about February 15, 2022, Plaintiff submitted a claim to Defendants for coverage under the Policy in connection with the administrative disciplinary proceeding. The Defendants verbally denied his claim, citing a fraudulent disqualifying exception raised by the Plaintiff's employer, a security clearance determination.
22. Finally, on February 20, 2022, the insured member requested a loss prevention consultation with Tony Vergnetti to discuss attached documents and seek guidance on

addressing the situation related to the disciplinary proceeding. This communication falls within the coverage of "Disciplinary Proceeding (Investigation)" under the "Legal Defense Expense Coverage" provided by the policy. An investigation of the fraudulent claim by the agency, and of the coverage specified in the Master Policy, would require the Defendants to represent the Plaintiff in any related and subsequent legal proceedings.

#### INSURER BREACH OF CONTRACT

23. The elements of a breach of contract action are (1) a legally enforceable obligation of a defendant to a plaintiff; (2) the defendant's violation or breach of that obligation; and (3) injury or damage to the plaintiff caused by the breach of obligation, *Filak v. George*, 267 Va. 612, 619, 594 S.E.2d 610, 614 (2004); *Brown v. Harms*, 251 Va. 301, 306, 467 S.E.2d 805, 807 (1996).
24. Defendants denied Plaintiff's claims or failed to pay the full amount of the claims without providing a timely letter of denial.
25. Defendants failed to properly and thoroughly investigate the facts surrounding the claims, failing to evaluate the claims; and failing to act promptly and reasonably in settling or rejecting the claim, in breach of the implied covenant of good faith and fair dealing.
26. Defendants' denial of coverage and failure to pay the full amount of the claim was not made in good faith and is in violation of the implied covenant of good faith and fair dealing.



### INJURY CAUSED BY BREACH

27. As a direct and proximate result of the Defendants' repeated breach of contract, the Plaintiff experienced significant damages. These include, but are not limited to, the loss of his tenured position, loss of income, disabling psychiatric injuries, and damage to his reputation.
28. The Plaintiff was left to investigate, defend, contest, exhaust, and appeal the administrative disciplinary matters on his own, (Pro Se) in a series of cases that include exhausted mixed claims of discrimination, constitutional violations, whistleblower retaliation, and other related causes, currently before the Fourth Circuit on appeal.

### INSURER, ACTING IN BAD FAITH

29. Virginia does not recognize a separate cause of action for the breach of the implied duty of good faith and fair dealing. If a breach of the implied duty of good faith and fair dealing is brought, it must be raised in a claim for breach of contract, as opposed to a claim in tort. See *Charles E. Brauer Co., Inc. v. Nations Bank of Va., N.A.*, 251 Va. 28, 33, 466 S.E.2d 382 (1996). In Virginia, when parties to a contract create valid and binding rights, an implied covenant of good faith and fair dealing is inapplicable to those rights, and this is so under either the common law or the Uniform Commercial Code. See *Ward's Equip. v. New Holland N. Am.*, 254 Va. 379, 385, 493 S.E.2d 516 (1997).
30. There are two common elements in a bad faith claim: (1) the insurer's contractual liability to pay under the policy; and (2) the lack of a reasonable basis to deny or compromise the claim, *Manu v. GEICO Cas. Co.*, 293 Va. 371, 386, 798 S.E.2d 598, 606 (2017).

31. The General Assembly did not define "bad faith" under VUTSA, and no controlling Virginia case directly addresses the appropriate standard. In breach of contract actions generally, however, the Supreme Court of Virginia holds that the standard of proof for bad faith is clear and convincing evidence, because "bad faith runs counter to the presumption that contracting parties have acted in good faith." *State Farm Mut. Auto. Ins. Co. v. Floyd*, 235 Va. 136, 144, 366 S.E.2d 93, 4 Va. Law Rep. 2070 (1998) (internal citations omitted). The Court has "traditionally required that presumption to be overcome by clear and convincing evidence." *Id.*

32. The "Master Policy" provided to the Plaintiff as an insured member, did not include any of the alleged exclusions, as provided in a modified policy document on April 19, 2023.

33. A certified altered copy of the modified policy, stipulating a purchase of a policy for only \$1 Million in coverage, was received from Nationwide on May 10, 2023, in a bad faith effort to establish certified ex post facto exclusions and policy limits.

34. On or about May 3, 2023, Defendants unilaterally canceled Plaintiff's Policy due to "unacceptable risk" without providing Plaintiff any notice. Plaintiff only discovered the cancellation when he attempted to file his third formal claim on the adjuster's website on May 10, 2023, and was unable to do so. Upon inquiry with Defendants about the cancellation, he learned that it was due to "unacceptable risk," but Defendants never provided any notice or explanation as to what constituted an "unacceptable risk" under the Policy. Defendants' cancellation of the Policy without notice or proper justification provides tangible evidence of the Defendant's bad faith and breach of the implied covenant of good faith and fair dealing.

35. By canceling his policy, the Defendants officially left the Plaintiff without coverage for his ongoing legal proceedings, without recourse, and exposed him to additional, substantial, and otherwise covered financial risk and damages. The current policy is supposed to be valid until June 3, 2023.

#### ONGOING PROCEEDINGS

36. On April 24, 2022, a federalized Officer of the Nevada Air National Guard confined the Plaintiff indefinitely without pay, and in perpetual accumulated debt for health insurance, without procedural safeguards as itemized in 5 U.S.C. 7513 and 5 U.S.C. 6329b, exercising civil forfeiture of the Plaintiff's tenured property right to due process, on grounds that a sentence of imprisonment may be imposed.

37. The Plaintiff filed a 30-day notice of intent to sue on June 7, 2022, based on his constructive discharge, and taint and bias of age discrimination.

38. This matter is currently before the Fourth Circuit on appeal.

#### CIVIL FORFEITURE, FALSE ARREST, AND FALSE IMPRISONMENT

39. After a year of false arrest and false imprisonment under the cloak of the "Army National Guard Bureau," the Plaintiff filed a Pro Se Petition for a writ of Habeas Corpus and Replevin in the State of Nevada.

40. On or about April 19, 2023, Plaintiff submitted a claim to Defendants for coverage under the Policy in connection with the criminal proceeding in Nevada.

41. After filing the Pro Se Petition in the State of Nevada, new evidence surfaced to suggest the civil forfeiture, false arrest, and false imprisonment was initiated by a third party, William Poppler, outside of the jurisdiction of the Supreme Court of Nevada, and in the jurisdiction of the Administrative State of the U.S. Government.

42. On or about May 3, 2023, Plaintiff submitted a claim to Defendants for coverage under the Policy in connection with the proceeding in the Administrative State, to be exhausted prior to filing the same in the State of Virginia, and/or the Court of Appeals for the Federal Circuit, with leave from the Fourth Circuit.

**THIS CIVIL CASE: ATTORNEY'S FEES**

43. Defendants breached their obligation under the insurance policy to properly investigate, fairly evaluate, and act promptly and reasonably in settling or rejecting Plaintiff's claim and subsequent claims. Plaintiff alleges that Defendants' denial of coverage or reimbursement was not made in good faith and is in violation of Virginia Code § 38.2-209(A).

44. Under Virginia law, Courts interpret insurance policies, like other contracts, in accordance with the intention of the parties gleaned from the words they have used in the document, *Floyd v. N. Neck Ins. Co.*, 245 Va. 153, 158, 427 S.E.2d 193, 196 (1993). Each phrase and clause of an insurance contract "should be considered and construed together and seemingly conflicting provisions harmonized when that can be reasonably done, so as to effectuate the intention of the parties as expressed therein", *Suggs v. Life Ins. Co. of Va.*, 207 Va. 7, 11, 147 S.E.2d 707, 710 (1966).

45. The Supreme Court of Virginia reiterated the applicable principles of law regarding insurance policy exclusions in *Granite State Ins. Co. v. Bottoms*, 243 Va. 228, 234, 415 S.E.2d 131, 134 (1992): Exclusionary language in an insurance policy will be construed most strongly against the insurer and the burden is upon the insurer to prove that an exclusion applies.

#### **PRAYER FOR RELIEF 1 – BREACH OF CONTRACT**

46. The Plaintiff reasserts and incorporates by reference the grounds and allegations set forth in the preceding paragraphs.
47. The Plaintiff alleges that Defendants breached their contractual obligations under the insurance policies by failing to provide the required coverage and legal representation for the various legal proceedings in which the Plaintiff was involved.
48. The Defendants did not respond to Bureau of Insurance Complaint 131860, as required.
49. The Plaintiff requests for a judgment that recognizes the individual claims made and the number of times the contract was breached.

#### **PRAYER FOR RELIEF 2 – BAD FAITH**

50. Plaintiff reasserts and incorporates all preceding paragraphs as if fully set forth herein.
51. The relief sought in this complaint focuses on the amounts the Plaintiff can be expected to pay for legal representation, in order to properly litigate his pending cases.
52. The Plaintiff requests the maximum expense due to be covered under the policy, but-for each of the breaches of the contract, as the cumulative present value of foreseeable reimbursements of legal representation.

**WHEREFORE**, Plaintiff Martin Akerman respectfully requests that this Court:

- A. Enter judgment against the Defendants for breach of contract and bad faith;
- B. Award compensatory damages to Martin Akerman, including legal fees, costs, and expenses, and potential financial liability resulting from the 2 prayers above, in an amount to be proven at trial;
- C. Award a 10-year extension of coverage, under the same terms as the original contract;
- D. Grant pre-judgment and post-judgment interest; and
- E. Grant such other and further relief as the Court deems just and proper.

Pursuant to Virginia Code § 8.01-336(B), Plaintiff Martin Akerman demands a trial by jury on all issues so triable as a matter of right.

Respectfully submitted,

  
Martin Akerman, Pro Se

2001 North Adams Street, Unit 440, Arlington, VA 22201

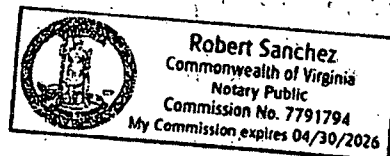
makerman.dod@gmail.com - (202) 656-5601

Subscribed and sworn to before me this 13 day of May, 2023.

NOTARY: 

Notary Public No: 7791794

My commission expires: 30 April 2024



FILED by Arlington County Circuit Court  
05/31/2023

# IN THE CIRCUIT COURT OF ARLINGTON COUNTY, VIRGINIA

Martin Akerman, Pro Se, )  
Plaintiff, )  
V. )  
Scottsdale Insurance Company, et al )  
Defendants. )  
\_\_\_\_\_ )



CL23002240-00  
CNTR  
REQ

Case No. \_\_\_\_\_

JURY TRIAL DEMANDED.

**RECEIVED**

MAY 31 2023

PAUL FERGUSON, CLERK  
Arlington County Circuit Court  
by \_\_\_\_\_ Deputy Clerk

## REQUEST FOR ISSUANCE OF SUMMONSES

To the Honorable Clerk of the Court:

Please find attached seven (7) copies of the Complaint: one for the court, one for return to me, and five (5) for the named Defendants, as required by Va. R. Sup. Ct. 1:12. In compliance with Code §§ 8.01-319A(A) and 16.1-88.03, I provide my place of residence and mailing address and will inform the clerk in writing of any changes during the pendency of the action. Kindly issue summonses for the following Defendants and serve a copy of the Complaint and summons upon them in accordance with the applicable rules and procedures:

SPS  
x5  
1. Scottsdale Insurance Company ✓  
Administrative Office:  
8877 North Gainey Center Drive  
Scottsdale, Arizona 85258

2. Nationwide Insurance Company ✓  
One Nationwide Plaza  
Columbus, Ohio 43215

3. Federal Employee Defense Services, Inc. ✓  
4829 West Lane  
Bethesda, MD 20814

4. Public Employees Purchasing Group, Inc. ✓  
1401 Eye Street, NW, Suite 600  
Washington, DC 20005

5. Starwind Specialty Insurance Services, LLC ✓  
10050 Innovation Dr, Suite 340  
Miamisburg, OH 45342

**CERTIFICATION**

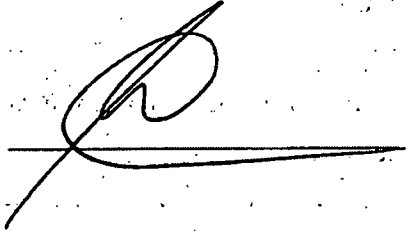
I, Martin Akerman, hereby certify that the above information and the attached are true and accurate to the best of my knowledge and belief.

Respectfully submitted,

Date:

May 13, 2023

Signature:



Martin Akerman, Pro Se  
Place of Residence and Mailing Address:  
2001 North Adams Street, Unit 440  
Arlington, VA 22201  
(202) 656-5601  
makerman.dod@gmail.com



FILED by Arlington County Circuit Court  
06/07/2023

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

Akerman, Pro Se  
Petitioner,

Vs

Sattsdale Insurance, et al  
Defendant,

Civil No. CL23-2240

CL23002240-00  
CNTR  
NOT

PRAECIPE

Request for Hearing on  
Term Day

July 5, 2 PM

Sincerely,

Signature, Pro Se

2001 NORTH ADAMS STREET, 440ARLINGTON, VA 22201

Address

202-656-5601

Phone Number

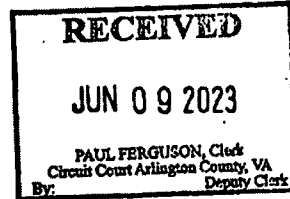
FILED by Arlington County Circuit Court  
06/09/2023

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 8, 2023

Circuit Court of ARLINGTON  
1425 N COURTHOUSE RD  
ARLINGTON, VA, 22201 - 0000, United States

Re: Martin Akerman, Pro Se  
v. Scottsdale Insurance Company, et al.



Case or Matter No.: CL23-2240

**CERTIFICATE OF COMPLIANCE**

I hereby certify that in Richmond, Virginia on June 8, 2023, the following process in the above-styled matter was served on me as statutory agent for Federal Employee Defense Services in accordance with § 12.1-19.1 of the Code of Virginia by Priority Mail, and that on June 8, 2023, a copy of the Service of Process was sent by first-class United States mail to:

Federal Employee Defense Services  
4829 West Lane  
Bethesda, MD, 20814, United States

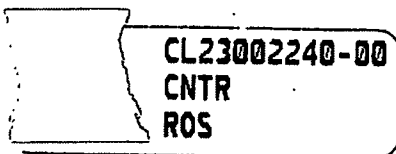
A copy of the request of the person seeking service is also submitted herewith.

Dated: June 8, 2023

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

Bernard J. Logan  
Clerk of the Commission



FILED by Arlington County Circuit Court  
06/09/2023

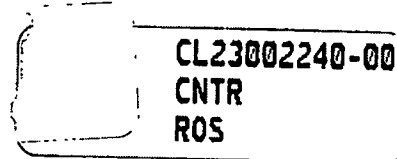
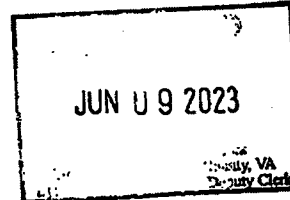
**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 8, 2023

Circuit Court of ARLINGTON  
1425 N COURTHOUSE RD  
ARLINGTON, VA, 22201 - 0000, United States

Re: Martin Akerman, Pro Se  
v. Scottsdale Insurance Company, et al.

Case or Matter No.: CL23-2240



**CERTIFICATE OF COMPLIANCE**

I hereby certify that in Richmond, Virginia on June 8, 2023, the following process in the above-styled matter was served on me as statutory agent for Public Employees Purchasing Group in accordance with § 12.1-19.1 of the Code of Virginia by Priority Mail, and that on June 8, 2023, a copy of the Service of Process was sent by first-class United States mail to:

Public Employees Purchasing Group  
1401 Eye Street, NW, Suite 600  
Washington, DC, 20005, United States

A copy of the request of the person seeking service is also submitted herewith.

Dated: June 8, 2023

Sincerely,

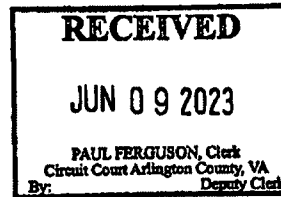
Bernard J. Logan  
Clerk of the Commission

FILED by Arlington County Circuit Court  
06/09/2023

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

June 8, 2023

Circuit Court of ARLINGTON  
1425 N COURTHOUSE RD  
ARLINGTON, VA, 22201 - 0000, United States



Re: Martin Akerman, Pro Se  
v. Scottsdale Insurance Company, et al.

Case or Matter No.: CL23-2240

CERTIFICATE OF COMPLIANCE

I hereby certify that in Richmond, Virginia on June 8, 2023, the following process in the above-styled matter was served on me as statutory agent for Scottsdale Insurance Company in accordance with § 12.1-19.1 of the Code of Virginia by Priority Mail, and that on June 8, 2023, a copy of the Service of Process was sent by first-class United States mail to:

Scottsdale Insurance Company  
8877 North Gainey Center Drive  
Scottsdale, AZ, 85258, United States

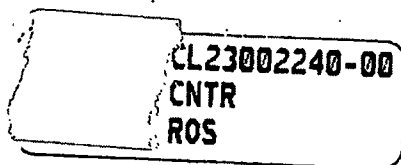
A copy of the request of the person seeking service is also submitted herewith.

Dated: June 8, 2023

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan  
Clerk of the Commission



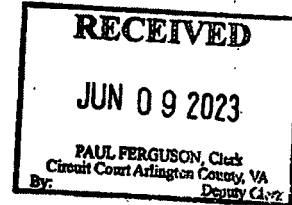
FILED by Arlington County Circuit Court  
06/09/2023

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 8, 2023

Circuit Court of ARLINGTON  
1425 N COURTHOUSE RD  
ARLINGTON, VA, 22201 - 0000, United States

Re: Martin Akerman, Pro Se  
v. Scottsdale Insurance Company, et al.



Case or Matter No.: CL23-2240

**CERTIFICATE OF COMPLIANCE**

I hereby certify that in Richmond, Virginia on June 8, 2023, the following process in the above-styled matter was served on me as statutory agent for Starwind Specialty Insurance Services in accordance with § 12.1-19.1 of the Code of Virginia by Priority Mail, and that on June 8, 2023, a copy of the Service of Process was sent by first-class United States mail to:

Starwind Specialty Insurance Services  
10050 Innovation Drive, Suite 340  
Miamisburg, OH, 45342, United States

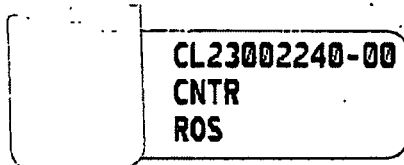
A copy of the request of the person seeking service is also submitted herewith.

Dated: June 8, 2023

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

Bernard J. Logan  
Clerk of the Commission



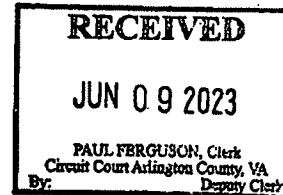
FILED by Arlington County Circuit Court  
06/09/2023

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 8, 2023

Circuit Court of ARLINGTON  
1425 N COURTHOUSE RD  
ARLINGTON, VA, 22201 - 0000, United States

Re: Martin Akerman, Pro Se  
v. Scottsdale Insurance Company, et al.



Case or Matter No.: CL23-2240

**CERTIFICATE OF COMPLIANCE**

I hereby certify that in Richmond, Virginia on June 8, 2023, the following process in the above-styled matter was served on me as statutory agent for Nationwide Insurance Company in accordance with § 12.1-19.1 of the Code of Virginia by Priority Mail, and that on June 8, 2023, a copy of the Service of Process was sent by first-class United States mail to:

Nationwide Insurance Company  
One Nationwide Plaza  
Columbus, OH, 43215, United States

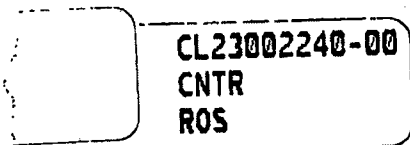
A copy of the request of the person seeking service is also submitted herewith.

Dated: June 8, 2023

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan  
Clerk of the Commission



**Appendix B.....Filing Letter From the Clerk of  
The Supreme Court of the United States**

**SUPREME COURT OF THE UNITED STATES  
OFFICE OF THE CLERK  
WASHINGTON, DC 20543-0001**

February 14, 2024

Martin Akerman  
2001 North Adams Street  
Unit 440  
Arlington, VA 22201

RE: Application for an Extension of Time  
VASC Nos. Nos. 230684 and 230670

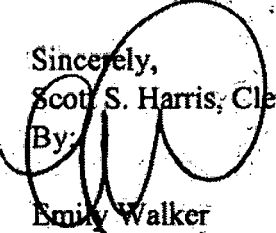
Dear Mr. Akerman:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case was postmarked February 10, 2024 and received February 13, 2024. The application is returned for the following reason(s):

It is unclear which order the application for an extension of time to file a petition for a writ of certiorari is in reference to. The cover of the application, the date listed in the application, and the order(s) appended to the application do not correspond. The application must clearly and correctly identify the judgment sought to be reviewed as required by Rule 13.5.

To the extent that you are seeking to file an extension of time to file a petition for a writ of certiorari for the order(s) dated November 21, 2023 by the Virginia Supreme Court in case No. 230670 and for No. 230684, for which a timely petition for rehearing was denied in both cases on January 29, 2023, then you must do so in two separate applications. Each application must clearly list the date of the judgment sought to be reviewed as required by Rule 13.5.

A copy of the corrected application must be served on opposing counsel.

Sincerely,  
Scott S. Harris, Clerk  
By: 

Emily Walker  
(202) 479-3955

Enclosures



## **Appendix C..Justice Alito's Criteria for Recusal**

Statement of ALITO, J.

**SUPREME COURT OF THE UNITED STATES**

**CHARLES G. MOORE, ET UX. v. UNITED STATES**

**ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED  
STATES COURT OF APPEALS FOR THE NINTH CIRCUIT**

No. 22–800. Decided September 8, 2023

The motion of petitioners to dispense with printing the joint appendix is granted.

Statement of JUSTICE ALITO.

In a letter to THE CHIEF JUSTICE dated August 3, 2023, Senator Richard Durbin, the Chair of the Senate Judiciary Committee, “urge[d]” THE CHIEF JUSTICE “to take appropriate steps to ensure” that I recuse in this case.<sup>1</sup> Recusal is a personal decision for each Justice, and when there is no sound reason for a Justice to recuse, the Justice has a duty to sit.<sup>2</sup> Because this case is scheduled to be heard soon, and because of the attention my planned participation in this case has already received, I respond to these concerns now.

There is no valid reason for my recusal in this case. Senator Durbin’s letter expressed the view that recusal is necessary because I participated in two interviews that resulted in two articles about my work that appeared in the Wall Street Journal. The interviews were jointly conducted, and the resulting articles were jointly written, by James Taranto and David B. Rivkin, Jr. Mr. Taranto, a prominent journalist, presumably either wrote or approved everything that appeared in the articles under his byline, and Senator Durbin’s letter makes no objection relating to his participation in this project. Senator Durbin argues, however, that Mr. Rivkin’s participation requires me to recuse because Mr. Rivkin, who is both a much-published

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<sup>1</sup>Letter from R. Durbin to J. Roberts (Aug. 3, 2023).

<sup>2</sup>See attachment to letter from THE CHIEF JUSTICE to R. Durbin (Apr. 25, 2023).

Statement of ALITO, J.

opinion-journalist<sup>3</sup> and a practicing attorney, is one of the attorneys in this case.

This argument is unsound. When Mr. Rivkin participated in the interviews and co-authored the articles, he did so as a journalist, not an advocate. The case in which he is involved was never mentioned; nor did we discuss any issue in that case either directly or indirectly. His involvement in the case was disclosed in the second article, and therefore readers could take that into account.

There was nothing out of the ordinary about the interviews in question. Over the years, many Justices have participated in interviews with representatives of media entities that have frequently been parties in cases before the Court, including NPR,<sup>4</sup> the New York Times,<sup>5</sup> CBS,<sup>6</sup> Fox

---

<sup>3</sup>Mr. Rivkin has published hundreds of articles, op-eds, and book reviews on a wide variety of subjects in newspapers and magazines, including the Wall Street Journal, the Washington Post, the New York Times, USA Today, and the Los Angeles Times.

<sup>4</sup>Justices Breyer and SOTOMAYOR have interviewed with NPR and did not recuse from a case in which NPR was respondent. See *Yeager v. National Pub. Radio*, No. 19–6442; A. Chang, Justice Stephen Breyer on What the Court Does Behind Closed Doors, and Hamilton, NPR (Dec. 13, 2015); N. Totenberg, A Justice Deliberates: Sotomayor on Love, Health and Family, NPR (Jan. 12, 2013).

<sup>5</sup>JUSTICE SOTOMAYOR has interviewed with a journalist for the New York Times and did not recuse in a case in which the Times was a party. See *Brimelow v. The New York Times Co.*, No. 21–1030; Justice S. Sotomayor & L. Greenhouse, A Conversation with Justice Sotomayor, 123 Yale L. J. Forum 375 (2014).

<sup>6</sup>Justices Breyer and SOTOMAYOR interviewed with CBS News and did not recuse in cases in which CBS News was a party. See *Personal Audio, LLC v. CBS Corp.*, No. 20–260; *Vernon v. CBS Television Studios*, No. 19–5161; *Den Hollander v. CBS News Inc.*, No. 17–1452; *Moline v. CBS News Inc.*, No. 14–9173; CBS News, Justice Sotomayor Prefers “Sonia from the Bronx” (Jan. 29, 2013); CBS News, Q&A: Justice Stephen Breyer (Sept. 13, 2015).

Statement of ALITO, J.

News,<sup>7</sup> National Review,<sup>8</sup> and ABC.<sup>9</sup> Similarly, many of my colleagues have been interviewed by attorneys who have also practiced in this Court,<sup>10</sup> and some have co-authored books with such attorneys.<sup>11</sup> Those interviews did not result in or require recusal.

Senator Durbin's request for my recusal is presumably based on the theory that my vote in *Moore* will be affected in some way by the content of the articles that resulted from the interviews, but that theory fundamentally misunderstands the circumstances under which Supreme Court Justices must work. We have no control over the attorneys whom parties select to represent them, and as a result, we are often presented with cases in which one of the attorneys has spoken favorably or unfavorably about our work or

---

<sup>7</sup> JUSTICE GORSUCH interviewed with Fox News and did not recuse in a case in which Fox News was a party. See *Bralich v. Fox News Network, LLC*, No. 21–7528; Fox News, Justice Neil Gorsuch in “Fox & Friends” Interview: Pay Attention to “Separation of Powers” (Dec. 17, 2019).

<sup>8</sup> JUSTICE GORSUCH has interviewed with National Review and did not recuse in a case in which National Review was petitioner. See *National Review, Inc. v. Mann*, No. 18–1451; C. Cooke, A Conversation with Justice Neil Gorsuch, *Nat. Rev.* (Oct. 10, 2019).

<sup>9</sup> CHIEF JUSTICE ROBERTS interviewed with ABC and did not recuse in a case in which ABC was petitioner. See *American Broad. Cos., Inc. v. Aereo, Inc.*, No. 13–461; ABC News, Interview with Chief Justice Roberts (Nov. 13, 2006).

<sup>10</sup> For instance, Bryan Garner has interviewed several Justices, and he argued a case three Terms ago. See LawProse with Bryan A. Garner, YouTube, <https://www.youtube.com/@lawprosewithbryana.garner6732>; T. Mauro, How Grammar Guru Bryan Garner Made His Way to the Supreme Court, *Nat. L. J.* (Dec. 11, 2020); *Facebook, Inc. v. Duguid*, No. 19–511.

<sup>11</sup> See, e.g., R. Ginsburg & A. Tyler, Justice, Justice Thou Shalt Pursue: A Life's Work Fighting for a More Perfect Union (2021); Brief for Federal Courts Scholars as *Amici Curiae* in *McDonough v. Smith*, O. T. 2018, No. 18–485; N. Gorsuch, A Republic, If You Can Keep It (2019) (with J. Nitze & D. Feder); Brief for The Rutherford Institute as *Amicus Curiae* in *Sorenson v. Massachusetts*, O. T. 2020, No. 20–1747 (signed by D. Feder).

Statement of ALITO, J.

character. Similarly, we regularly receive briefs filed by or on behalf of Members of Congress who have either supported or opposed our confirmations, or who have made either favorable or unfavorable comments about us or our work.<sup>12</sup> We participate in cases in which one or more of the attorneys is a former law clerk, a former colleague, or an individual with whom we have long been acquainted. If we recused in such cases, we would regularly have less than a full bench, and the Court's work would be substantially disrupted and distorted.

In all the instances mentioned above, we are required to put favorable or unfavorable comments and any personal connections with an attorney out of our minds and judge the cases based solely on the law and the facts. And that is what we do.

For these reasons, there is no sound reason for my recusal in this case, and in accordance with the duty to sit, I decline to recuse.

---

<sup>12</sup>See, e.g., Brief for Appellees in *FEC v. Ted Cruz for Senate*, O. T. 2021, No. 21–12; Brief on Jurisdiction for Respondent The Bipartisan Legal Advisory Group of the U. S. House of Representatives in *United States v. Windsor*, O. T. 2012, No. 12–307; Brief for Current and Former Members of Congress as *Amici Curiae* in *CFPB v. Community Fin. Servs. Assn. of Am.*, O. T. 2022, No. 22–448; Brief for Current Members of the United States Congress as *Amici Curiae* in *Mountain Valley Pipeline, LLC v. The Wilderness Soc.*, O. T. 2023, No. 23A35; Brief for Members of the United States Senate et al. as *Amici Curiae* in *Groff v. DeJoy*, O. T. 2022, No. 22–174; Brief for 228 Members of Congress as *Amici Curiae* and Brief for 236 Members of Congress as *Amici Curiae* in *Dobbs v. Jackson Women's Health Org.*, O. T. 2019, No. 19–1392.

**Appendix D: ..... Allotment of Circuits**

**Sept. 28, 2022**

(ORDER LIST: 597 U.S.)

WEDNESDAY, SEPTEMBER 28, 2022

**ORDER**

It is ordered that the following allotment be made of The Chief Justice and the Associate Justices of this Court among the circuits, pursuant to Title 28, United States Code, Section 42, and that such allotment be entered of record, effective September 28, 2022.

For the District of Columbia Circuit, John G. Roberts, Jr., Chief Justice,  
For the First Circuit, Ketanji Brown Jackson, Associate Justice,  
For the Second Circuit, Sonia Sotomayor, Associate Justice,  
For the Third Circuit, Samuel A. Alito, Jr., Associate Justice,  
For the Fourth Circuit, John G. Roberts, Jr., Chief Justice,  
For the Fifth Circuit, Samuel A. Alito, Jr., Associate Justice,  
For the Sixth Circuit, Brett M. Kavanaugh, Associate Justice,  
For the Seventh Circuit, Amy Coney Barrett, Associate Justice,  
For the Eighth Circuit, Brett M. Kavanaugh, Associate Justice,  
For the Ninth Circuit, Elena Kagan, Associate Justice,  
For the Tenth Circuit, Neil M. Gorsuch, Associate Justice,  
For the Eleventh Circuit, Clarence Thomas, Associate Justice,  
For the Federal Circuit, John G. Roberts, Jr., Chief Justice.

**Appendix E:..... Proof of Default  
and Habeas Proceeding**



IN THE SUPREME COURT OF THE STATE OF NEVADA

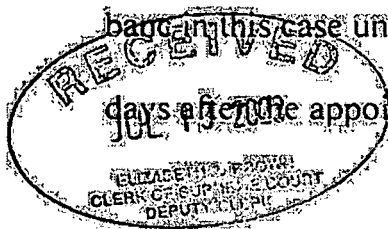
Martin Akerman, Pro Se, )  
Petitioner, Pro Per )  
v. )  
General Cesar Garduno, )  
Gen. Ondra L. Berry, )  
Nevada National Guard, )  
et al., )  
Respondents. )

No. 86458

FILED  
JUL 13 2023  
ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *Elizabeth A. Brown*  
DEPUTY CLERK

MOTION FOR EXTENSION OF TIME AND APPOINTMENT OF  
COUNSEL

Pursuant to NRAP 26 and 27, Martin Akerman, the Appellant, respectfully requests an extension of time to file a petition for rehearing en banc or for the appointment of counsel. Appellant is currently a litigant in another case (Case No. CL23002240-00) scheduled for a Default Judgment Hearing on July 21, 2023, in the Arlington County Circuit - Civil Division. Appellant anticipates being awarded attorney's fees as specified in his insurance policy. Therefore, he requests an extension of time to file a petition for rehearing en banc in this case until 14 days after the Default Judgment Hearing or until 14 days after the appointment of counsel.



23-22491

Appellant also suffers from Post-Traumatic Stress Disorder (PTSD), which contributes to the difficulty in navigating the complex legal matters involved in this case. While he has made use of ChatGPT and GMU Scalia Law Library resources, these aids do not replace the need for an attorney's representation, expertise, and counsel.

### **BACKGROUND**

On June 1, 2023, the court denied a pro se motion by the appellant requesting a video conference and court-appointed attorney. On June 2, the court denied the appellant's petition, including the "motion for an emergency writ of replevin" and "motion to certify the order for interlocutory appeal and rebuttal to allegations of frivolous and me." The appellant then filed a petition for rehearing on June 5, which the court subsequently denied on June 16, pursuant to NRAP 40(c).

The appellant continued to engage in legal action, filing a motion for specification in remittitur on June 28. The court responded to this on July 12, denying the motion, which requested the remittitur to resolve whether a general was acting under another's authority and provide a rationale for not hearing the appellant's habeas corpus and replevin petitions.

## ARGUMENT

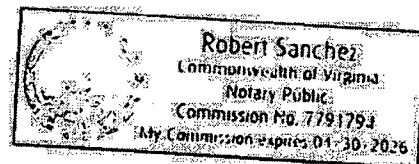
Given the anticipated award of attorney's fees from the Default Judgment Hearing, the complexity of legal matters involved, Appellant's PTSD condition, and the past denied requests, this extension is necessary to ensure the fair and adequate representation of Appellant's interests.

## REMEDY

For the aforementioned reasons, Appellant respectfully requests this court grant an extension of time to file a petition for rehearing en banc or for the appointment of counsel. If granted, Appellant understands the new deadline to file the petition for rehearing en banc will be 14 days after the date of the Default Judgment Hearing in Arlington, or 14 days after the appointment of counsel.

Signature: \_\_\_\_\_

Martin Akerman

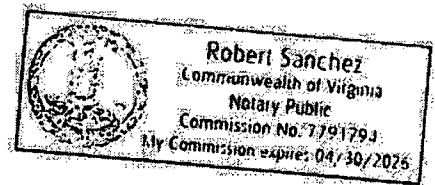


## CERTIFICATE OF ETHICAL AI USE

I, Martin Akerman, confirm that the AI used in the preparation of this document has been used in accordance with guidelines for ethical use. The AI has not replaced legal judgment and advice, and the document has been reviewed for relevance, applicability, and correctness in light of the circumstances.

Signature: \_\_\_\_\_

Martin Akerman

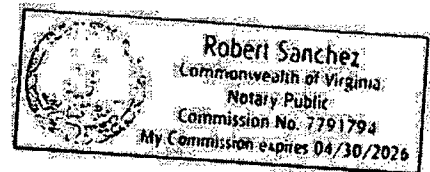


## PROOF OF SERVICE

I, Martin Akerman, certify that I have, this 13th day of July, 2023, served the motion for extension of time or appointment of counsel upon all parties to this appeal by depositing a certified copy in the United States Mail, postage prepaid, and addressed as attached.

Signature: \_\_\_\_\_

Martin Akerman



## CERTIFICATE OF COMPLIANCE

I certify that this motion complies with the formatting requirements of  
NRAP 27(d) and the type-volume limitation of NRAP 27(d)(2). This motion  
does not exceed 10 pages.

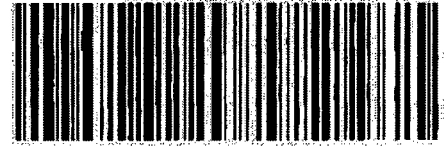
County/City of Arlington  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 13 day of July,  
2023, by  
Martin Akerman  
(Name of person seeking acknowledgment)  
Robert Sanchez  
Notary Public  
My Commission Expires 30 April 2026

  
\*\*\*  
Martin Akerman  
2001 North Adams Street Unit 440  
Arlington, VA 22201  
(202) 656-5601



Martin Akerman  
Pro Se  
2001 North Adams Street, 440  
Arlington, VA 22201

USPS CERTIFIED MAIL



9214 8901 4298 0486 2029 51

0008127484000020

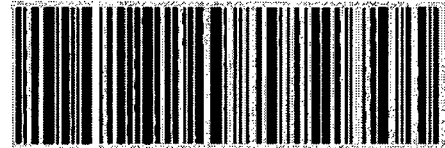
STATE OF NEVADA OFFICE OF THE MILITARY  
OFFICE OF THE ADJUTANT GENERAL  
2460 FAIRVIEW DRIVE  
Carson City, NV 89701



**See Important Information Enclosed**

Martin Akerman  
Pro Se  
2001 North Adams Street, 440  
Arlington, VA 22201

USPS CERTIFIED MAIL



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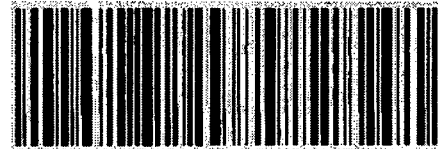
0008127484000031

Nevada Attorney General  
Heroes Memorial Building  
Capitol Complex  
Carson City, NV 89710

**See Important Information Enclosed**

Martin Akerman  
Pro Se  
2001 North Adams Street, 440  
Arlington, VA 22201

USPS CERTIFIED MAIL



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0006127484000010

General Counsel  
National Guard Bureau  
1636 Defense Pentagon, STE 1E169  
Washington, DC 20301

**See Important Information Enclosed**



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**Arlington County Circuit - Civil Division**  
**Case Details**

<b>Case Number:</b> CL23002240-00	<b>Filed:</b> 05/31/23
<b>Filing Type:</b> Contract Action	
<b>Number of Plaintiffs:</b> 0001	<b>Number of Defendants:</b> 0005
<b>Commenced By:</b> Initial Filing	
<b>Bond:</b>	<b>Complex Case:</b>

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

**Plaintiffs**

Plaintiff: **AKERMAN, MARTIN**  
 Trading as:  
 Attorney: **PRO SE**

**Defendants**

Defendant1: **SCOTTSDALE INSURANCE COMPANY**  
 Trading as:  
 Attorney:

Defendant2: **NATIONWIDE INSURANCE COMPANY**  
 Trading as:  
 Attorney:

Defendant3: **FEDERAL EMPLOYEE DEFENSE SERVI**  
 Trading as:  
 Attorney:

**Hearings**

#	Date	Time	Type	Room	Duration	Jury	Result
1	07/05/23	2:00PM	Term				Set For Trial
2	07/21/23	10:00AM	Default Judgment				
3	05/20/24	10:00AM	Jury Trial		1 Day(s)		

**Date Ordered To Mediation:****Final Disposition**

- **Judgment:**
- **Final Order Date:**
- **Appealed Date:**
- **Concluded By:**

<a href="#">Name List</a>	<a href="#">Pleadings/Orders</a>	<a href="#">Services</a>	<a href="#">Main Menu</a>	<a href="#">Logoff</a>
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Build # 3.9.0.17

VIRGINIA:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

Akerman, Pro Se

Petitioner,

vs

Civil No. CL 23 - 2240

Scottsdale Ins., et al

Defendant.

PRAECIPE

The Defendants did not appear as of noon on July 5, 2023. Defendants did not respond on time. I will request default judgment verbally at the Term Day Hearing today at 2 PM. This is my written request for Default Judgment.

I received a call for more time, on June 30, 2023, from an Attorney claiming to represent some but not all of the Defendants. I asked them to make an appearance on the record.

Sincerely,

Signature, Pro Se

2001 North Adams Street, 440  
Arlington, VA 22201

Address

202-656-5601

Phone Number

IN THE CIRCUIT COURT OF ARLINGTON COUNTY, VIRGINIA

JUL 5 '23 PM 12:52

Martin Akerman, Pro Se,

)

Plaintiff,

)

v.

)

Case No. CL23002240-00

Scottsdale Insurance Company, et al

)

JURY TRIAL DEMANDED

Defendants.

)

----- )

ORDER GRANTING DEFAULT JUDGMENT

This day came the Plaintiff, Martin Akerman, Pro Se, and moved for the entry of a default against the Defendants, Scottsdale Insurance, Nationwide Insurance, FEDS Protection, Public Employees Purchasing Group, and Starwind Specialty Insurance Services, for failure to appear or file any pleadings as required by law and the rules of this Court.

UPON CONSIDERATION WHEREOF, the Court being of the opinion that:

- 1) the Plaintiff filed with the Clerk of this Court a Motion for Judgment in the above-styled action against the Defendants, Scottsdale Insurance, Nationwide Insurance, FEDS Protection, Public Employees Purchasing Group, and Starwind Specialty Insurance Services, and pursuant thereto, a Notice of Motion for Judgment was issued by said Clerk;
- 2) all requirements for proper service have been met; and

3) the Defendants, Scottsdale Insurance, Nationwide Insurance, FEDS Protection, Public Employees Purchasing Group, and Starwind Specialty Insurance Services, have failed to appear or file any pleadings as required by law and the rules of this Court.

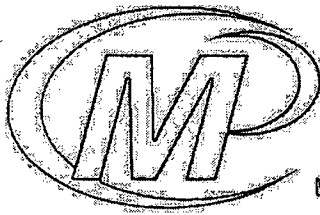
Accordingly, judgment is hereby entered against Defendants, Scottsdale Insurance, Nationwide Insurance, FEDS Protection, Public Employees Purchasing Group, and Starwind Specialty Insurance Services, for failure to appear or file any answer or other pleadings as required. And, it is so ORDERED.

---

Date

---

Judge



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Carson City, NV 89701

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[Carsoncity@minutemanpress.com](mailto:Carsoncity@minutemanpress.com)

**Delivery / Pick-up Ticket**

**To:** Martin Akerman, Pro Se  
2001 North Adams Street, Unit 440  
Arlington, VA 22201

Phone: 202-656-5601

**Included Jobs:**

8 Documents - 13 pages Motion for Extension on 20# white 8.5x11, collate and staple. Deliver to the State Supreme Court  
(Job ID 7841)

**Signature is Required:**

Elyse L. Hooper  
Signature

Elyse Hooper  
Printed Name

07/13/2023  
Date