

NO. 23-858

In The
Supreme Court of the United States

MERRILEE STEWART,
PETITIONER

V.

HARTFORD FINANCIAL SERVICES GROUP,
INC., ET AL., RESPONDENTS

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

PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

The fact is, a large omnipotent international corporation was able to obtain a pretrial dismissal and infringe upon the due process rights of an individual United States Citizen by way of deliberate deception i.e., fraud (e.g. Withholding and Tampering with Inculpatory Evidence and foreswearing False and Impeachable Testimony).

The question arising out of this fact is:

Does this violate the SEVENTH ADMENDMENT:

- a) when the judge decided on issues/facts reserved for a jury;
- b) when the decision of the judge granted favoritism to a corporations presentation and failed to level the playing field for the individual;
- c) and with the usurping of an individual citizen's constitutional right to trial?

LIST OF PARTIES

The caption contains the names of all the parties to the proceedings.

RULE 29.6 STATEMENT

Petitioner is not a corporate entity.

LIST OF PROCEEDINGS

- United States Court of Appeals for the Sixth Circuit Filed December 12, 2023, Mandate Issued with no costs taxed. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*, 23-3211. (A.1a)
- United States Court of Appeals for the Sixth Circuit Decided November 20, 2023, Entry of Judgement. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*, 23-3211. (B.2a)
- United States Court of Appeals for the Sixth Circuit Entry November 20, 2023, Order filed: Affirmed. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*, 23-3211. (C.3a)
- United States Court of Appeals for the Sixth Circuit Filed June 20, 2023, REPLY BRIEF by Merrilee Stewart. Excerpts of Appellate Merrilee Stewart from the reply brief, *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*, 23-3211. (D.9a)

- United States Court of Appeals for the Sixth Circuit Filed April 24, 2023, APPELLANT BRIEF by Merrilee Stewart. Excerpts of Appellate Merrilee Stewart from the brief, *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*, 23-3211. (E.25a)
- United States District Court for the Southern District of Ohio, February 6, 2023, Judgement in a Civil Action. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al*, 2:19-cv-304 (F.43a)
- United States District Court for the Southern District of Ohio, Entry February 6, 2023, Opinion and Order. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al*, 2:19-cv-304 (G.44a)
- United States District Court for the Southern District of Ohio, Filed June 13, 2022, OPPOSITION TO MOTION FOR SUMMARY JUDGEMENT by Merrilee Stewart. Excerpts of Plaintiff Merrilee Stewart from the Memorandum in Opposition to Defendants Motion for Summary Judgement. *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al*, 2:19-cv-304 (H.53a)

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PETITION FOR A WRIT OF CERTIORARI

Now comes Petitioner Merrilee Stewart, Pro Se on behalf of Merrilee Stewart ("Ms. Stewart") with this Petition for Writ of Certiorari and forgoing precursory declaration.

This case is about Hartford's ongoing Tortious Interference with Ms. Stewart's ownership of RRL, contract and business relationship with IHT.

This case is also about the reporting of White-Collar Crimes, required by Hartford's Agency Appointment Agreements and Insurance Policies. These Bi-Lateral contracts also contain a duty to defend.

To conspire aid and abet and cover up evidence of White-Collar Crimes, Hartford intentionally tampered with evidence, withheld evidence and presented false statements to the Court.

If the facts were not withheld, the case would not be dismissed.

Remand and Reversal is the only fair and just remedy.

OPINIONS

Since the right to jury trial is a constitutional one while no similar requirement protects trials by the court, that discretion is very narrowly limited and must, wherever possible, be exercised to preserve jury trial." *Beacon Theatres*, 359 U.S. Id. at 510

The Court reaffirmed its *Beacon Theatres* holding three years later in *Dairy Queen, Inc. v. Wood* 369 U.S. 469 (1962).

JURISDICTION

This Court's jurisdiction is drawn from 28 U.S.C. § 1257(a).

CONSTITUTION AND LEGAL PRINCIPLES

The Seventh Amendment - the right of trial by jury shall be preserved.

The Seventh Amendment was designed to protect individual citizens from decisions made solely by a judge and to shield the influence of wealth and power.

"The Seventh Amendment helped level the playing field by giving ordinary citizens the right to have their cases heard by a jury of their peers. It also ensured that juries would be able to decide cases based on the facts, rather than on the influence of powerful interests." *Research: Understanding the Seventh Amendment* Modified date: November 7, 2023 [Constitution.laws.com/American-history](https://constitution.laws.com/American-history)

STATEMENT OF THE CASE

A. Preliminary Statement

This case illustrates how the power and influence of large corporation, by means of deception, can usurp the Seventh Amendment rights from the individual.

Did the Seventh Amendment's intention to level the playing field fail?

Hartford provided the courts with False, Impeachable testimony and blindfolded the Judges from viewing the evidence.

Hartford's deception was unjustly rewarded with a pre-trial dismissal which effectively deprived Merrilee Stewart of her due process rights.

If the Judges saw the Evidence and were provided with the truth, the result would be different.

B. Historical

This case primarily centers around the two Agency Appointment Agreements by and on behalf of Hartford Financial Services Group, Inc., et al. ("Hartford") and secondarily around the two Insurance policies. Ms. Stewart is a party to these agreements by virtue of her ownership interest in TRG United Insurance ("TRG") in addition to RRL Holding Company of Ohio ("RRL"). (Original Complaint: RE 1, Pg. Id #7-8, Id. ¶¶ 35, 37 and Id. ¶¶ 40, 41).

This case is predominately about the tortious interference by Hartford and Hartford's representative on the Agency Relationship side including the duties under both law and contract in that relationship.

This tortious interference continues with current Hartford representatives including but not limited to liable, slander and blacklisting...]. (Amended Complaint: RE 34, Pg. Id #474)

This case has national implications involving the distribution system by and through the Agency Appointment Agreement prepared by Hartford and granted to agents, aggregators, and clusters. In addition to the embezzlement scheme and tax evasion, a portion of the Crime Reports are about discrimination involving National carriers, by and through aggregators.

Ms. Stewart's testimony: "[...] the redlining and the 106 counts of mail fraud, and Hartford was involved..] The insurance carriers [...] pushed for nothing less than 100,000, 300,000 limits, no monoline autos, no monoline homes, package only. [...] they filed to accept limits with the Department of Insurance, they had influence over aggregators like IHT." RE 66-1 pg. Id #1154 ¶¶ 11-20.

Ms. Stewart's deposition of Landon Reid and Anne Trevethick revealed that they were not aware of the significant event of RRL Holding Company of Ohio LLC ("RRL") being made a dead entity, by merging out of existence. They were also uninformed about Firefly Agency's false claim of being a name change only from IHT Insurance Agency Group LLC ("IHT"), when in fact Firefly absorbed the assets off RRL. Hartford granted the IHT/RRL Appointment Authority.

Hartford began paying commissions to Firefly Agency LLC under the guise that it was a name change only when in fact it did not follow the required legal process to absorb the assets and obligations of RRL. The Appointment and Commissions (by law and contract) belong to IHT/RRL, not Firefly.

The merger out of existence of RRL was not in accordance with the law requiring the owners to notify all concerned parties, debtors, and payees, of the planned merger out of existence to clear the books of debt and financial obligations before the extinguishing act.

Anne Trevithick and Landon Reid were also not aware of the more than 8,911 unknown transactions (i.e., the systemic embezzlement of \$8 to \$10 million dollars) involving IHT Employees LizAnn Mayhill and Rod Mayhill. (Evidence: RE 67-7, Pg. Id #1587)

Hartford counsel was aware. Katheryn Lloyd, on Wednesday, Aug 7, 2019, received notification of this Demand and the formal request to re-open the Employee Dishonesty Case with Detective Chris Bond. The false affidavit of Fritz Griffioen was used to halt the police investigation and the insurance company investigations. (Chris Bond letter: RE 69-6, Pg. Id #2002)

The testimony of Anne Trevithick, "I would have reopened it had there been further information or documentation submitted", is the very core of what this case is about and the crux of the matter. (Testimony: RE 66-2, Pg. Id #1380) EMPHASIS.

Further concerning is the reason for denial of the original claim made on the IHT Policy was Hartford's false statement, which alleged: "Merrilee Stewart was not acting within the conduct of the business of IHT but competing against it...]." Evidence: Ms. Stewart's Memo Contra to Hartford's MSJ RE 69-8 Pg. Id #2023.

The official claim denial restated this same false statement. "Merrilee Stewart does not qualify as an insured as she is being sued in her individual capacity and as owner of TRG United Insurance.]. The insuring agreement is not triggered. Merrilee Stewart, et al would qualify as an insured only with

respect to the conduct of the business of IHT ..]. The lawsuit asserts that she was not acting within the scope of employment of IHT but was in competition with IHT and RRL and was terminated from employment on December 30, 2014.” See Evidence: Ms. Stewart’s Memo Contra to Hartford’s MSJ RE 69-10 Pg. Id #2041 § Coverage.

Finally, the claim involving the more than \$17.7 million embezzlement, i.e., “employee dishonesty” was discovered and reported by Ms. Stewart to Hartford and the Columbus Police in July 2016, needs to be reopened and investigated. See Evidence Exhibits used to support Ms. Stewart’s Memo Contra to Hartford’s MSJ RE 69-6 Pg. Id #2002-2019. See also “The Hartford employee dishonesty claim.” “It was submitted for the years 2009 to 2014.” Ms. Stewart’s Testimony RE 66-1 pg. Id #1149 ¶¶ 9 & 16-17.

Ms. Stewart’s testimony: “I discovered that Liz Ann Mayhill, going back to the beginning in 2005, had been systemically taking money out of accounts payable obligations [...] classifying production as unknowns. And I have discovered 8,911 of those.” RE 66-1 Pg. Id #1150 ¶¶ 13-17.

“Because we were stealing from our agents. And so they negotiated for a long time prior to the agreed entry, and then Murphy – Christopher Murphy did submit a plan to fix -- to fix the unknowns. And so I thought everything was going to be fine. But then Fritz Griffioen fired Christopher Murphy and hired

Shumaker..]” Ms. Stewart’s Testimony RE 66-1 Pg. Id #1194 ¶¶ 10-17.

See also Murphy’s Plan to fix the Unknowns. Evidence: Ms. Stewart’s Memo Contra to Hartford’s MSJ RE 69-7 Pg. *Id* #2021-2022

C. Hartford’s deliberate deception i.e., Fraud

A decision to usurp a United States citizens constitution right to a trial based upon Fraud committed by Hartford should not stand.

C.1. Impeachable Testimony of Hartford: Ms. Stewart testified she had No Evidence or Support of Tortious Interference by Hartford.

The intentionally deceptive actions of Hartford were designed to deny Ms. Stewart of her constitution due process rights.

Hartford’s brief, crafted by Katheryn Lloyd, lacks credibility, and should not be believed. This impeachable testimony is a pattern that was brought to life in the lower court and is continuing into this sixth circuit court of appeals.

Hartford, by and thru Katheryn Lloyd, falsely claimed to the Sixth Circuit appeals court, as she also did to the lower court, there is no evidence of tortious interference. Hartford repeats this false claim five (5) times in their brief. All purported to be in Ms. Stewart’s testimony. This is not accurate, violates rule 11, and is fraud upon the court.

In each of Hartford’s false statements they fail to cite the record. If Ms. Stewart, in testimony, ever said “she had no evidence and no support” of tortious

interference, then one would think Hartford could cite the record. They could not cite the record. (EMPHASIS)

Not only did Ms. Stewart's deposition testimony give evidence of the tortious interference by Hartford, Katheryn Lloyd was also provided multiple collaborating affidavits of witnesses during discovery. The forgoing paragraphs quote the false statements made about tortious interference, with no citation of the record. (EMPHASIS) Hartford's Brief RE 17

False Statement 1: "Ms. Stewart's admissions that she has no evidence [...] to support a tortious interference claim." Hartford's Brief RE 17 Pg. Id #12 ¶ 1.

False Statement 2: "The discovery process revealed no support for that contention, and Ms. Stewart admitted repeatedly in her deposition that she had no actual evidence..." Hartford's Brief RE 17 Pg. Id #17.

False Statement 3: "The summary judgment decision was predicated on Ms. Stewart's own deposition admission that she had no evidence." RE 17 Pg. Id#20.

False Statement 4: "Ms. Stewart's own deposition admissions that Hartford Fire had not made any misstatements regarding Ms. Stewart." RE 17 Pg. Id #25.

False Statement 5: "The [...] ruling in favor of Hartford Fire was predicated on the fact that Ms. Stewart, by her own admission, had no evidence that any Hartford Fire representative made false

statements about her to her former company, RRL ...].” Hartford’s Brief RE 17 Pg. Id #22.

The truth about Ms. Stewart’s testimony on Hartford’s ongoing tortious interference is contained in the actual transcript of Ms. Stewart’s deposition, within the multiple collaborating affidavits, in evidence provided to the lower court and in the redacted testimony of Landon Reid (withheld from the lower court Judge). There is no sound basis for the redaction of Landon Reid’s testimony which contains testimony supporting Ms. Stewart’s claims.

Ms. Stewart, in testimony, provided the names of three witnesses who could collaborate Hartford’s tortious interference. 1) Kevin Weiging: Ms. Stewart’s Testimony RE 66-1 Pg. Id #1124 ¶23, 2) Seth Holdsworth: Pg. Id #1158 ¶¶11-12, and 3) Norm Fountain: Pg. Id #1159 ¶4.

In addition, Hartford was provided with more than 30 sworn affidavits. See Production of documents. Evidence Exhibits used to support Ms. Stewart’s Memo Contra to Hartford’s MSJ RE: 67-2 Pg. Id # 1494.

By way of example, from Ms. Stewart’s deposition testimony;

Testimony 1: “I contend that Hartford and many of their representatives tortiously interfered and gave false information. Randolph knew and so did Hartford and Hartford management that TRG was never formed to directly compete.” Ms. Stewart’s Testimony RE 66-1 Pg. Id #1058 ¶¶ 4-8.

Testimony 2: "I know that Hartford, Randolph, and all the representatives of Hartford knew it was a lie [...] and withheld that information and failed to do anything to correct it. RE 66-1 Pg. Id #1058 ¶¶ 16-20.

Testimony 3: "[...] there are multiple Hartford representatives that claimed I was acting on behalf of TRG from Julie Dengler.]" RE 66-1 Pg. Id # 1061 ¶¶ 22-25

Testimony 4: "employee dishonesty claim specifically. They said I did not have authority to act on behalf of IHT. [...] if you look at the seven years in this case and you look at the claim log that I provided [...] I had to defend Hartford for their false accusations. [...] in the EPLI claim, Alison Day [...] falsely communicated that same statement on behalf of The Hartford and falsely said I was not an employee of IHT. So the communication is well documented of falsely not only claiming it was -- TRG was directly competing, but also claiming that I was not an employee in order to interfere with a [...] complaint." RE 66-1 Pg. Id #1062 ¶¶ 1-7

Testimony 5: Lloyd Question: "Who are The Hartford representatives that [...] communicated [...] communicated false information about TRG? Answer: "Object. Asked and answered. I gave you three names. One's in the complaint, the other two you were given." RE 66-1 Pg. Id #1063 ¶¶ 14-21.

Testimony 6: "I just know for certain that the claim was false and Hartford portrayed that false information multiple times. And they knew it was false because I couldn't have directly competed

because there were no policies even written. Ms. Stewart's Testimony RE 66-1 Pg. Id #1066 ¶¶ 5-13

Testimony 7: "In writing from Julie Dengler when she denied the claim for the false accusation that Hartford knew was false, and in writing from Alison Day, who represented The Hartford, by repeating the accusation that Alison Day and The Hartford knew was false. So I have it in writing those two times specifically. Ms. Stewart's Testimony RE 66-1 Pg. Id #1070 ¶¶ 5-11

Testimony 8: "she repeated the false accusations that Hartford knew were false to Ohio Civil Rights Commission. So it was communicated to Ohio Civil Rights Commission and, as well, as to the members of RRL. RE 66-1 Pg. Id #1070

Testimony 9: "It tortiously interfered because it was a direct lie. My Ohio Civil Rights complaint had 34 counts contained in it, including insurance redlining and [...] the improper firing of me as president of IHT, and her lie that said that TRG directly competed, and her lie that said I was not an employee. So, it made the outcome to be no probable cause..." RE 66-1 Pg. Id #1077-1078 ¶¶ 19-25, 1-3.

Testimony 10: "[.] Doug Randolph and [...] multiple representatives of Hartford all knew that TRG had nothing to do with directly competing with IHT.

They all knew that. [...] yet I get sued with this false accusation that Hartford from the beginning could have ended." RE 66-1 Pg. Id #1120 ¶¶ 11-17.

C.2. Foreswearing False and Impeachable Testimony

As to Hartford: Count I: Interference with business relationships (AC EFC.34)

¶24. "As a result of Defendant Hartford's interference with Plaintiffs business relationships, Plaintiff has suffered damages and continues to suffer damages."

The tortious interference began after the filing of the March 2, 2015 case and the interference, coupled with egregiously making false and defamatory statements, continues today by Hartford representatives including Hartford's Representative Katheryn Lloyd. Moreover, "[s]ince attorneys are officers of the court, their conduct, if dishonest, would constitute fraud on the court." *H.K Porter Co. v. Goodyear Tire & Rubber Co.*, 536 F.2d 1115, 1119 (6th Cir. 1976).

Hartford representatives knew the allegations in the lawsuit were false however, decided to use the false information to deny representation, institute punishment and aid in facilitation of the ongoing criminal activities of IHT at the hands of the controlling members of RRL. (Plaintiffs Evidence, March 2, 2015 lawsuit, EFC.69-11, Pg. Id #2044)

Hartford knew specifically that TRG United Insurance did not directly compete with IHT and rather was formed to assist our United States Veterans in their transition to civilian life by entering and learning the Insurance business.

The facts show the very first jointly sponsored Veteran Agent was Bryant Boyd (Plaintiffs Evidence EFC. 69-4, Pg. *Id* #999) where, quoting the last paragraph "Bryant will be attending The Hartford school of Insurance on June 8-June 19, 2015 in Hanover, Maryland. My thanks to The Hartford for their support of our Veteran in his transition to civilian life and becoming a true community leader." The June 2015 Hartford school confirmation for this veteran agent was provided in discovery. (Plaintiffs Evidence EFC. 69-5, Pg. *Id* #2000)

The Ohio Civil Rights Commission also confirmed TRG United Insurance LLC did not compete with IHT. Anne Trevethick (the person who made the claims determination) in deposition indicated she was not informed of this fact by Hartford's counsel.

Anne Trevithick Deposition of 4/20/2022 EFC. 66-2, starting at Pg. *Id* #1333

Introduced Exhibit 4: OCRC Letter of Determination April 7, 2016, Plaintiffs

Evidence EFC. 69-14, Pg. *Id* #2122

Ms. Stewart: Can you tell me under "Letter of Determination" who the two parties are?

Anne Trevethick: I can tell you that it says "Merrilee Stewart versus IHT." (EFC. 66-2 Pg. *Id* #1351 ¶20)

In the "Findings of Fact" section on page 1 of this Ohio Civil Rights determination letter, in the first paragraph, it says (as read:) "The investigation and witness testimony also substantiate she started

another business; however, it was not in direct competition with respondent."

Ms. Stewart: Question: Were you aware of this Ohio Civil Rights determination? (EFC. 66-2 Pg. Id #1352, ¶6)

Anne Trevethick: "No, I was not. I've never seen this document before." (EFC. 66-2 Pg. Id #1352, ¶7)

Hartford's Counsel Katheryn Lloyd in March 2022 discovery, RFA 6, then denies that they had knowledge that the allegations made in the March 2, 2015 lawsuit against TRG United Insurance LLC were false. (Plaintiffs Evidence EFC. 69-12 Pg. *Id* # 2059)

Notwithstanding the knowledge that the allegations in the March 2, 2015 case were false or in apropos, Hartford decided to work with and conspire with the attorney for the former controlling members (Shumaker) and disregard minority RRL member Ms. Stewart.

Evidence reveals not only did Hartford make false accusations pertaining to TRG United Insurance LLC they also made egregiously false and defamatory statements about Ms. Stewart in concert of effort with Shumaker in furtherance of the tortious interference with Ms. Stewart's ownership of RRL, contract and business relationship with IHT.

By way of example 1, Hartford representative Katheryn Lloyd in her Discovery responses, made egregiously false and defamatory statements about Ms. Stewart which she repeated, word for word, 10 times as an objection reason. Katheryn Lloyd's

statement: "plaintiff has been[...] sanctioned, and held in contempt of court for holding herself out as a representative of the named insured in contravention of an agreed Court order." (Plaintiffs Evidence, EFC. 69-13, starting at Pg. Id #2078, verbiage was specifically used in RFA 3 Pg. Id #2082, RFA 4, Pg. Id #2083, RFA 5, Pg. Id #2084, RFA 7, Pg. Id #2085, RFP 11, Pg. Id #2088, RFA 12 Pg. Id #2088, Interrogatory 4 Pg. Id #2097, RFP 10 Pg. Id #2105, RFP 11 Pg. Id #2106 & Agreed Entry of 5/28/2015 EFC.68-1 Pg. Id #1684.)

Katheryn Lloyd knew the higher court overturned Judge Kim J. Browns sanctions and contempt decision alleging Ms. Stewart violated the agreed entry when she reported White Collar Criminal activity, the "Crime Reports". This Evidence was provided by Ms. Stewart in discovery last year. (Plaintiffs Evidence RE 67-2 Pg. Id #1501, Bates M21000085B1 and Plaintiffs Evidence 1/23/2022 19AP202 RE 67-10 Pg. Id #1641)

The outcome of the 19AP202 appeal was that Judge Kim J Brown abused her discretion, "acted unreasonably, arbitrarily, or unconscionably", Plaintiffs Evidence RE 67-5 Pg. Id #1578 "remanded for a hearing and vacated the finding and any award of sanctions and attorney fees associated with Ms. Stewart's crime reports filed against IHT to: The Columbus Police, Ohio Civil Rights Commission and Hartford and Liberty Mutual Insurance.

In example 2, Hartford Representative Katheryn Lloyd in Discovery responses continues false

statements. (Plaintiffs Evidence RE 69-12 Pg. Id #2054) RFA 15: "Admit that Plaintiffs unredeemed 25% membership RRL Holding Company of Ohio LLC is active, without action pursuant to both law and award certified in its entirety by the Tenth District Court of Appeals. ANSWER: "Denied." "Based on Hartford Fire's understanding of the public record, plaintiff does not have a current interest in RRL ...]." (Plaintiffs Evidence RE 69-12 Pg. Id #2061-2062)

Hartford knows that Ms. Stewart's membership interest in RRL is unredeemed. The December 31, 2018 making of RRL a dead entity by Shumaker required lump sum payment of Ms. Stewart's award prior to that date. Whereas there was no payment, RRL defaulted, and by contract and court order, all unredeemed membership interest became active.

The court ordered contract is clear. See *Nationwide Mutual Fire Ins. Co, v. Gum an Bros. Farm*, 73 Ohio St. 3d 107,108,652 N.E.2d 684 (1995) ("If a contract is clear and unambiguous, then its interpretation is a matter of law and there is no issue of fact to be determined.")

Example 3: In a continuation of Hartford Representative Katheryn Lloyd's egregiously false, defamatory statements about and in furtherance of the tortious interference with Ms. Stewart's ownership of RRL, contract and business relationship with IHT the forgoing statement is made: "Plaintiff is not entitled to information on non-party IHT, [..] plaintiff[...] has been sanctioned and/or or held in contempt of court for attempting to hold herself out as

a current member or representative of IHT. (Plaintiffs Evidence, Interrogatory 5, RE 69-12 Pg. Id #2068) This is repeated in answers 10, 11 and 14, Pg. Id ##2073, 2074 & 2075.

Example 4: Further egregious is the Hartford Representative Kathryn Lloyd's answer "Denied" in RFA 16 "Admit that Plaintiff is an IRS Whistle blower with her form 211 reporting of 7.5 million in tax fraud committed by the Criminal Enterprise of Firefly Agency LLC (the entity which seized all the assets of RRL on December 31, 2018, facilitated by Shumaker, Loop & Kendrick)." Ms. Stewart supplied Treasury documentation to Hartford which verifies Whistleblower Status and documents the reporting. (Plaintiffs Evidence RE 67-2 Pg. Id #1498) Despite receiving the verification of Identity Theft, Hartford's discovery response denies this." (Plaintiffs Evidence RE 69-12 Pg. Id #2062)

Example 5: In RFA 18, Hartford denies the Crime Reports made by Ms. Stewart to: Department of Insurance in February 2015, Ohio Civil Rights in June 2015 and in the Franklin County Courts in case of March 2, 2015, 15CV001842 included Defendant Hartford as a preferred carrier with IHT who instituted discriminatory rules for which withheld access to auto and home insurance products and services in predominately underserved communities in violation of Fair Housing Act. (Plaintiffs Evidence RE 69-12 Pg. Id #2062)

This is despite being supplied all of the following documentation; Claimants original charge of

discrimination on June 10, 2015 contained 20 counts of reported discrimination that later expanded to 32. Plaintiffs Evidence RE 67-9 Pg. Id #1634. See also: OCR Charge of retaliation RE 68-8 Pg. Id #1810, OCR Redlining Exhibits RE 68-9 Pg. Id #1817, HUD documentation RE 68-9 Pg. Id #1818, OIG Report RE 68-9 Pg. Id #1829, Redlining Affidavit RE 68-9 Pg. Id #1835, Mail Fraud, Changing Policies without authorization RE 68-9 Pg. Id # 1837, Preferred Carrier Rules, including Hartford low limits not acceptable RE 68-9 Pg. Id #1845, More Redlining exhibits RE 68-10 Pg. Id #1850, Package only except these carriers RE 68-10 Page Id. 1865, Auto Quote Hartford RE 68-10 Pg. Id #1859 and More Redlining exhibits RE 68-11 Pg. Id #1883. In *Mackey v. Nationwide Ins. Cos.*, 724 F.2d 419 (4th Cir. 1984). The court found that the activity fell within the antitrust exemption, but that McCarran-Ferguson did not foreclose a claim under the Fair Housing Act. (EMPHASIS)

C.3. Impeachable Testimony of Hartford: False Statement about Ms. Stewarts multiple sanctions.

Hartford continues with additional impeachable testimony by presenting Ms. Stewart in a false light in violation of Whistleblower laws. See *Welling v. Weinfeld*, 866 N.E.2d 1051 (Ohio 2007) and Taxpayer First Act (TFA) 26 U.S.C. § 7623(d). Ms. Stewart's testimony: "I'm an IRS whistleblower working with Utah and Cincinnati and Congressman Balderson...]" RE 66-1 Pg. Id #1019 ¶¶ 15-17.

Disparaging the messenger does not change the facts. EMPHASIS

Hartford then attempts to use their false statement of “repeatedly sanctioned” as an excuse for their intentional withholding of evidence. Hartford’s Reply Brief: “Defendants were entitled to object to handing over RRL files [...] public record reflects Ms. Stewart had been prohibited from and repeatedly sanctioned for holding herself out as a representative of RRL after her departure from that company.” RE 17 Pg. Id #24.

False statement: “Ms. Stewart does not have standing to represent RRL, and has been publicly sanctioned from holding herself out as representing RRL after her departure from that company.” Hartford’s Reply Brief RE 17 Pg. Id #43.

Hartford is well aware that there are no sanctions involving “holding herself out as a representative of RRL”. Ms. Stewart’s testimony: “In 19AP202, the Appellate Court said that Judge Kim J. Brown abused her discretion and acted arbitrary [...] and [...] reversed and remanded for a hearing...” RE 66-1 pg. Id #1138 ¶¶ 14-20.

“with The Hartford claim. I was -- I was charged, I was assigned sanctions and attorney fees, and was called a liar. And it all had to do with those claims. The Ohio Civil Rights, the employee dishonesty, and the Columbus police report that were all part of it. And Hartford did nothing. And each one of these final appealable orders [...] was like a case. I had to defend it all, 100 percent on my own, and it was reversed and

remanded for a hearing that the judge refuses to abide by.” Ms. Stewart’s Testimony (pg. 266 of 352) RE 66-1 pg. Id #1246 ¶¶ 14-20.

See January 23, 2020, Reverse and Remand Decision of the Tenth District Court of Appeals, 19AP202, where Judge Kim J Brown abused her discretion, “acted unreasonably, arbitrarily, or unconscionably”. Judgement Entry remanded for a hearing and vacated the finding and any award of sanctions and attorney fees associated with Ms. Stewart’s White Collar crime reports filed against IHT to: The Columbus Police, The Ohio Civil Rights Commission and Hartford and Liberty Mutual Insurance. Evidence Exhibits used to support Ms. Stewart’s Memo Contra to Hartford’s MSJ RE 67-10 Pg. Id ##1641-1678.

C.4. Impeachable Testimony of Hartford: False Statement about Ms. Stewart’s ownership status in RRL Holding Company of Ohio, LLC.

Hartford’s counsel Katheryn Lloyd uses the term “her former company RRL” ten times throughout the Brief, one again without ever citing the record. Hartford’s Reply Brief RE 17 Pg. Id ##16, 17, 18, 22, 24, 25, 26, 37 & 38.

Hartford and Hartford representatives know that Ms. Stewart’s membership interest in RRL was never purchased and without action all interest became active. Ms. Stewart is the sole owner of RRL.

Arbitration concluded in December 2017, with an Arbitration Award to Ms. Stewart of \$520,000 plus \$4,475 in cost. Quoted, in part below.

“§2. (ii.) & (iii.) [...] execute and deliver to RRL the Member Interest Redemption Agreement, and all related documents attached as Exhibits to the Buy/Sell Agreement (Exs. A-E) (hereinafter Closing Documents),”

“[...] close such transaction within 30 days of the Award. RRL and its remaining members are directed to finalize and present to Ms. Stewart the Closing Documents within 10 days of the Award.”

Ms. Stewart’s Final Arbitration Award was affirmed by the Ohio Tenth District Court of Appeals decision of September 27, 2018. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al.* Case No. 18AP118.

Arbitral award is defined as “a final judgment or decision by an arbitrator” (Black's Law Dictionary, 7th Ed (West 1999)). Also, (the federal policy behind the FAA is simply to ensure that arbitration agreements are enforceable) see *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 476-77 (1989).

In 2018, Instead of purchasing Ms. Stewart’s shares in RRL as required by the arbitral award, the controlling members of RRL seized all the assets of RRL for themselves and for the benefit of a new set of owners (three additional family members), established a new company, Firefly Agency LLC (“Firefly”), claimed it was a “name change only” and made RRL a dead entity without following the law to notified all parties concerned about the merger out of existence of RRL.

The law firm of Shumaker and Loop, in facilitating the merger of RRL out of existence, facilitated the seizure and movement of all assets of RRL, moving those assets to a new entity, Firefly, to avoid known creditors, including Ms. Stewart's Arbitration Award.

At no time prior to RRL merging out of existence into Firefly was Ms. Stewart or any of the known creditors provided with the statutory notice required pursuant to Ohio Revised Code § 1701.87(A).

In addition, at no time prior to RRL becoming a dead entity were any of the insurance carriers notified of this ownership change.

An ownership change requires notification to each insurance carrier and appointment authority is required before any insurance policies may be written. (Emphasis) Ohio Revised Code §3905.20 "An insurance agent shall not act as an agent of an insurer unless the insurance agent is appointed as an agent of the insurer" Id. at § (B) and "By appointing an insurance agent, an insurer certifies to the superintendent that the person is competent, financially responsible, and suitable to represent the insurer." Id. at § (2).

The Final Arbitration Award, affirmed by the Tenth District Court of Appeals in Case No. 18AP118, specifically required the total Award is paid in full if there is a merger and RRL does not survive. The Award documents further state any subsequent uncured default, without action, grants all membership shares as active share, with full rights including voting rights.

D. Withholding and Tampering with Inculpatory Evidence

Hartford Representative Katheryn Lloyd improperly redacted the majority of the Sworn Testimony of Landon Reid relating to the Agency Appointment Agreement. (217 lines redacted of the total of 312 lines) This was followed by the withholding of the associated Agency Appointment Agreement contracts (exhibits 4 & 5).

The redacted 217 lines are not sensitive personal information like Social Security numbers or individuals' private data. This is inculpatory evidence of triable issues relating to the Agency Appointment Agreements of Hartford by and between Ms. Stewart's companies. Landon Reid's testimony is direct evidence of Hartford's on-going tortious interference with Ms. Stewart's business relationships.

This evidence was withheld from the court by Hartford. The judge decided, blindfolded from the evidence.

If there was a trial, Landon Reid could have been questioned on the stand and subsequently, a motion to leave to amend based upon the facts could be made. *Alexander v. CareSource*, 576 F.3d 551, 558 (6th Cir. 2009) (submissions by party opposing summary judgment need not themselves be in form admissible at trial, but party "must show that she can make good on the promise of the pleadings by laying out enough evidence that will be admissible at trial to demonstrate that a genuine issue on a material fact exists, and that a trial is necessary"); *Jones v. UPS Ground Freight*, 683 F.3d 1283, 1294 (11th Cir. 2012)

("The most obvious way that hearsay testimony can be reduced to admissible form is to have the hearsay declarant testify directly to the matter at trial") (Emphasis).

In a criminal case the withholding of exculpatory evidence would constitute a *Brady* violation. In *Brady*, the Supreme Court held that the due process clause under the Constitution requires the prosecution to turn over all exculpatory evidence—i.e., evidence favorable to the defendant. ... Consequences of a *Brady* violation can include having a conviction vacated, as well as disciplinary actions against the prosecutor.

The evidence withheld by Hartford Representative Katheryn Lloyd is however, Inculpatory that establishes, involvement and guilt on the part of and The Hartford Fire Insurance Management under the direction of Hartford Financial Services Inc.

Pursuant to Rule 32 (a) (6) "If a party offers in evidence only part of a deposition, an adverse party may require the offeror to introduce other parts that in fairness should be considered with the part introduced...]."

E. The SEVENTH ADMENDMENT

"Maintenance of the jury as a factfinding body is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right to a jury trial should be scrutinized with the utmost care." *Dimick v. Schiedt* 293 U.S. 474 (1935) Id. at 486.

This language concerning the importance of the jury has been cited in a number of other Supreme

Court cases, see, e.g., *Chauffeurs, Teamsters & Helpers Local No. 391 v. Terry*, 494 U.S. 558, 565 (1990); *Parklane Hosiery*, 439 U.S. at 346; *Beacon Theatres, Inc. v. Westover*, 359 U.S. 500, 501 (1959), as well as in dozens of lower court decisions. *Research*: 68 Geo. Wash. L. Rev. 202 1999-2000

E.1. Did the judge decided on facts reserved for a jury?

In *Dimick v. Schiedt*, the Court stated that the parties are entitled "to have a jury properly determine the question of liability and the extent of the injury by an assessment of damages. Both are questions of fact." *Dimick v. Schiedt*, 293 U.S. 474, 486 (1935).

In *Dairy Queen, Inc. v. Wood*, 369 U.S. 469 (1962) The Decision Held: The District Judge erred in refusing petitioner's demand for a trial by jury of the factual issues related to the question whether there had been a breach of contract or a trademark infringement, and the Court of Appeals should have corrected that error...]" Pp. 369 U. S. 470-480.

Where both legal and equitable issues are presented in a single case, any legal issues for which a trial by jury is timely and properly demanded must be submitted to a jury. Pp. 369 U. S. 470-473, *Beacon Theatres, Inc. v. Westover*, 359 U. S. 500.

E.2. Did the decision of the judge grant favoritism to a corporation presentation and fail to level the playing field for the individual?

The lower court's granting of the pre-trial dismissal from Hartford's Motion for Summary

Judgement and the Sixth Circuits affirmation uses the impeachable testimony of Katheryn Lloyd i.e., fraud as the reasoning for their decisions.

Fraud, vitiates everything!

First, the testimony of Hartford, presented to the Appeals Court, regarding the alleged “No Evidence or support of Tortious Interference”. Hartford, by and thru Katheryn Lloyd, falsely claims to the appeals court, as she also did to the lower court, there is no evidence of tortious interference. Hartford repeats this false claim five (5) times in their brief. All purported to be in Ms. Stewart’s testimony. This is not accurate, violates rule 11, and is fraud upon the court.”

In each of Hartford’s false statements they fail to cite the record. If Ms. Stewart, in testimony, ever said “she had no evidence and no support” of tortious interference, then one would think Hartford could cite the record. They could not.

Untrue statement Quoted from Appendix G: Tenth District Opinion and Order: “And her deposition testimony makes clear that Ms. Stewart does not have admissible evidence of her claims—therein she admitted that she no evidence that any employee of Hartford made false allegations about TRG to anyone at RRL.” (Appendix Pg. Id ##48a-49a)

The fact is, not only did Ms. Stewart’s deposition testimony give evidence of the tortious interference by Hartford, Katheryn Lloyd was also provided multiple collaborating affidavits of witnesses during discovery.

Second, both decisions repeat Katheryn Lloyd's diversion from the evidence and solely focus on a TRG Insurance policy. The fact is: 1) all claims and defenses involving TRG, in the March 2, 2015 case, were stayed on November 10, 2015 (more than 8 years ago) and remain stayed today.

"Plaintiffs' claims against TRG, including TRG's defenses, are hereby STAYED pending the resolution of the arbitration process. IT IS SO ORDERED." (Plaintiffs Evidence: RE 68-5 Pg. *Id* #1698 § Conclusion)

Therefore, it remains an open question involving the one policy that can only be answered when Judge Kim J Brown releases the stay and allows the claims and defenses reach finality.

The fact is, the March 2, 2015 case is about the White-Collar Crime reports which were submitted to Hartford in fulfilling the duty to report under two insurance policies and under two Agency Appointment Agreements. These agreements, including the Agency Appointment Agreements, also have a Duty to Defend. EMPHASIS

See Testimony: "Well, we've got seven years, and I believe there's been eight final appealable orders that directly related to The Hartford. [...] not all of them, but the majority of them is me getting attacked for my duty to report, which was a duty under the agent appointment agreement as well as a duty under the policies. (Appendix D: Sixth Circuit, Excerpts of Appellate Merrilee Stewart from the reply brief, Pg. *Id* ##24a-23a)

Third, both decisions repeat Hartford representative Katheryn Lloyd's false testimony about Ms. Stewart's membership in RRL.

Hartford's counsel Katheryn Lloyd uses the term "her former company RRL" ten times throughout the Brief, once again without ever citing the record. Hartford's Reply Brief RE 17 Pg. Id ## 16, 17, 18, 22, 24, 25, 26, 37 & 38.

Hartford and Hartford representatives know that Ms. Stewart's membership interest in RRL was never purchased, the former RRL members defaulted and that without action all interest became active. Ms. Stewart is the sole owner of RRL.

However, in disregard for the evidence presented by Ms. Stewart in her briefings and to grant relevance to Katheryn Lloyd's false/impeachable testimony both court's decisions reiterate this false testimony.

Untrue statement Quoted from Appendix G: Tenth District Opinion and Order: "An arbitration panel determined, inter alia, that Ms. Stewart had been properly removed as a member of RRL." (Appendix pg. *Id* #45a §I. Statement of relevant facts ¶3)

Untrue Statement Quoted from Appendix G: Tenth District Opinion and Order: "Despite [...] arbitration with RRL, Ms. Stewart continues to dispute her withdrawal from LLC. Appendix pg. *Id* #46a §A. Claim against Hartford

Untrue statement Quoted from Appendix C: The Sixth Circuit's Order. "In support of her claims, Stewart alleged that she was a member of RRL Holding Company of Ohio, LLC." (Appendix 5a ¶3)

The fact is, this is what the arbitration panel said: “Ms. Stewart believed that she was still a member of RRL until, at least, the closing date of March 30, 2015, and Claimant failed to cite to a contractual provision or produce evidence to the contrary. Until the closing occurred, no transfer of membership interests could be, or had been, effected.” (Defendants Evidence: Arbitration Award, RE 65-5 Pg. #: 853)

E.3. Did the decision usurp an individual citizen’s constitutional right to trial?

The Appellate courts across the country concur that a summary judgment is drastic. “This drastic remedy should not be granted where there is any doubt as to the existence of [triable] issues.” *Sillman v Twentieth Century-Fox Film Corp.*, 3 NY2d 395, 404 [1957]

Ms. Stewart provided the Sixth Circuit with disputable key facts and evidence that would be permitted at trial. Therefore, the court cannot affirm dismissal and must instead send the case to trial.

Anything less than this violates the Sixth Amendment and thus is an unconstitutional act.

REASONS FOR GRANTING THE WRIT

Hartford, a large omnipotent international corporation was able to obtain this pretrial dismissal and infringe upon the due process rights of Ms. Stewart by way of deliberate deception i.e., fraud.

Including but not limited to Withholding and Tampering with Inculpatory Evidence and foreswearing False and Impeachable Testimony.

Hartford participated in the cover-up of criminal activity and took adverse actions to disparage and silence Ms. Stewart, the whistleblower.

Hartford continues to support the Criminal Enterprise by funneling commission dollars belonging to RRL and by failing to investigate the employee dishonesty claim. This systemic embezzlement is collaborated by sworn and notarized affidavits from the many victims, including Ms. Stewart.

Hartford continues to force Affluent Middle-Class rules which forces their appointed agents to boycott entire communities, predominately of protected classes, from access to Auto/Home Insurance. Thus, the agent suffers loss of revenue with the illegal restriction and is in violation of the Fair Housing Act.

The preceding paragraphs clearly outline that there are disputed material facts. These disputed facts and equitable relief rightly belong to a Jury.

A decision based upon Fraud shall become void.

The drastic action taken to usurp Ms. Stewart Seventh Amendment right is in the Jurisdiction of this Supreme Court, under Rule 10: Whereas, a United States court of appeals has entered a decision which "has so far departed from the accepted and usual course of judicial proceedings [...] as to call for an exercise of this Court's supervisory power"

As final Arbitrators of the Law and guardians and interpreters of the constitution, this Supreme Court has the honor to step in and ensure the American people the promise of "equal justice under law".

CONCLUSION

As a citizen of these United States of America and a resident of Ohio I pray this honorable court will reverse and remand, so the triable issues, belonging to a jury, can be brought to finality.

For the preceding reasons, Petitioner Merrilee Stewart prays the petition for a writ of certiorari will be granted.

Respectfully Submitted,

/s/ Merrilee Stewart

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