

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 REHEARING
AND THE MISSING SUPPLEMENTAL BRIEF

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*Merrilee Stewart, Pro Se on
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QUESTION PRESENTED

Hartford Financial Services Group, a large corporation, appears to have power at the Supreme Court of the United States by asserting influence to:

- a) Prevent the filing of Petitioner Merrilee Stewart's Supplemental brief delivered on April 4, 2024 to the U.S. Supreme Court Capitol police;
 - i. preventing the proper review and consideration of the brief containing a significant and new intervening matter.
 - ii. effectively halting the requested delay of the April 12, 2024, conference on Ms. Stewart's Writ of Certiorari.
- b) Altering the case title, by deceitfully changing the case caption from Hartford to Sentinel.
- c) Preventing the public's view of Ms. Stewart's Writ of Certiorari; by deleting 58 pages of the appendix.
- d) Inserting a published statement that "Additional material is available in the Clerk's Office".

Open use of Corporate Corruption, manipulation and withholding of information at this highest court is not solely to uphold the pre-trial dismissal but rather to censor the National Significance of this case.

The fact is, Merrilee Stewart is dedicated to ending the discriminatory practices forced upon the suppliers by the insurers and improving the affordability and accessibility of Auto and Home Insurance for all people in these United States.

Insurance is required when renting or financing the purchase of a home and therefore case precedent has established that the Fair Housing Act does apply to the insurers, including Hartford.

The supplier of the product is the insurance agent under appointed authority by the insurer, i.e. Hartford's Agency Appointment Agreement. The supplier suffers by discriminatory restrictions in loss of customers, goodwill and business, and the public suffers harm with choice, accessibility and affordability being unjustifiably inhibited.

In honor of Dr. Martin Luther King Jr's dedicated leadership to equality for all people, this case, if allowed to proceed, forevermore ends the boycotting of entire communities from access to products, commonly referred to as insurance redlining.

Now therefore, the Question is twofold

Does the decision impartially administer justice under the Constitution and laws of the United States with **"equal right to the poor and to the rich"** when Hartford is granted their Pre-trial dismissal and Ms. Stewart is denied her Writ of Certiorari?

Is an aggrieved person's private right of action granted by the Fair Housing Act and the pursuance thereof upheld by the Supremacy Clause as to; **"shall be supreme law of our land and judges shall be bound thereby"**?

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 PETITION FOR REHEARING

- The Supreme Court of the United States, the missing 58 pages of the 72-page appendix of Ms. Stewart's Petition for Writ of Certiorari filed on February 3, 2024 and docketed February 8, 2024 under the wrong case caption of Sentinel, Case No. 23-858, *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*
- The Supreme Court of the United States, the missing Supplemental Brief and Appendix of Petitioner Merrilee Stewart, 40 books delivered to Supreme Court April 4, 2024, Case No. 23-858, *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*
- United States Court of Appeals for the Sixth Circuit File date April 17, 2023, Reply Memorandum of Appellant Merrilee Stewart to Appellees response to the purported Motion to Amend Case Caption, Case No. 23-3211, *Merrilee Stewart v. Hartford Financial Services Group, Inc., et al.*

- United States Court of Appeals for the Sixth Circuit
File date April 17, 2023 as attached Exhibit 1, Case
Manager Roy G. Ford's letter containing the altered
case caption (changed from Hartford to Sentinel)
March 10, 2023, that was notably missing from the
docket, Case No. 23-3211 *Merrilee Stewart v. Hartford
Financial Services Group, Inc., et al.*

- United States Court of Appeals for the Sixth Circuit
File date March 20, 2023, MERRILEE STEWART'S
NOTIFICATION TO THE CLERK'S OFFICE THAT
CASE CAPTION CORRECTIONS NEED TO BE
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A Supplemental Brief was presented in advance of the April 12, 2024, scheduled conference date to notify the Supreme Court of substantial intervening circumstances and substantial grounds not previously presented.

Now, as of May 7, 2024, Ms. Stewart's Supplemental Brief of April 4, 2024, has not been docketed or rejected. EMPHASIS

Constitutional Question not previously presented

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An aggrieved "private persons" enforcement right to civil action of a discriminatory housing practice and to obtain appropriate relief. 42 U.S.C. § 3613

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PETITION FOR REHEARING

Now comes Petitioner Merrilee Stewart, Pro Se on behalf of Merrilee Stewart (“Ms. Stewart”) with this Petition for Rehearing Pursuant to Rule 44.

Petitioner Merrilee Stewart requests rehearing and reconsideration of the April 15, 2024 court order denying her Petition for a Writ of Certiorari, on the grounds of substantial intervening circumstances and grounds which were not previously presented.

A Supplemental Brief was presented in advance of the April 12, 2024, scheduled conference date to notify the Supreme Court of substantial intervening circumstances and substantial grounds not previously presented.

The Supplemental Brief requesting a delay of the April 12, 2024, scheduled conference, along with 40 books, was delivered to the U.S. Supreme Court Capitol Police on April 4, 2024. The Supplemental Brief and 40 books, delivered to the U.S. Supreme Court Capitol Police on April 4, 2024, quoted in part:

“This supplemental brief is to call attention to a new intervening matter that was not available at the time of the last filing, Ms. Stewart’s Writ of Certiorari.

This supplemental brief is timely as the petition for writ of certiorari remains pending in accordance with U.S. Supreme Court rule 15 (8). “Any party may file a supplemental brief at any time while a petition for a writ of certiorari is pending.”

Ms. Stewart’s petition for writ of certiorari is currently scheduled for conference on April 12, 2024.

In order to properly review and consider this supplemental brief containing this new intervening matter, the distribution should be delayed.”

Now, as of May 7, 2024, Ms. Stewart’s Supplemental Brief of April 4, 2024, has not been docketed or rejected.
EMPHASIS

CONSTITUTIONAL QUESTION NOT PREVIOUSLY PRESENTED

The Hartford Financial Services Group, a large international corporation, on belief, continues in its attempts to prevent this case from proper review, public view, a trial on evidence, uncovering of their culpability and revealing a matter of the National Significance.

On belief, Hartford exercises their power and influence at this Supreme Court of the United States to ensure that the facts presented never see the light of day and, more importunately, never enter a courtroom.

The fact is, Merrilee Stewart is dedicated to ending the discriminatory practices forced upon the suppliers by the insurers and improving the affordability and accessibility of Auto and Home Insurance for all people in these United States.

The Fair Housing Act (“FHA”) memorializes the dedication for equality under the leadership of Dr. Martin Luther King Jr., and was signed into law by President Lyndon B. Johnson just one week following Dr. King’s assassination in 1968.

Petitioner Merrilee Stewart heretofore submits a constitutional question, not previously presented, which is an issue of great public interest as it relates

to President Johnson's pronouncement of "fair housing for all human beings who live in this country" and protecting people from discrimination when they are renting, buying, or securing financing, and insurance (impeded by redlining) for any housing.

Ms. Stewart, as an aggrieved supplier, reported, documented, and collaborated insurer's practice of boycotting entire communities from product access.

THE QUESTION IS TWOFOLD

Does the decision impartially administer justice under the Constitution and laws of the United States with **"equal right to the poor and to the rich"** when Hartford is granted their Pre-trial dismissal and Ms. Stewart is denied her Writ of Certiorari?

Is an aggrieved person's private right of action granted by the Fair Housing Act and the pursuance thereof upheld by the Supremacy Clause as to; **"shall be supreme law of our land and judges shall be bound thereby"**?

PRECURSORY DECLARATION

This case is an inspiring example of how the poor can defeat the rich, against the odds *if* the oath of office and the Supremacy Clause work in harmony.

OPINIONS

The Supreme Court has recognized that the Fair Housing Act promotes a "policy that Congress considered to be of the highest [national] priority." *Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 211 (1972).

JURISDICTION

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

CONSTITUTION AND LEGAL PRINCIPLES

"It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States." 42U.S.C. § 3601(1994).

An aggrieved "private persons" enforcement right to civil action of a discriminatory housing practice and to obtain appropriate relief. 42 U.S.C. § 3613

STATEMENT OF THE CASE

A. Background and Facts Relevant

Ms. Stewart was a contracted supplier with Hartford which allowed access to offer the public Auto and Home insurance products in multiple states through their Agency Appointment Agreement.

Ms. Stewart experienced and witnessed first-hand the effects of the White-Collar crimes while serving in a management position at the perpetrators' business. She subsequently fulfilled her duty to report the Crimes under the terms of the Hartford's Agency Appointment and insurance. (Appendix 138a)

Initial reporting also included Ohio authorities: The Ohio Department of Insurance, Columbus Ohio Police, and The Ohio Civil Rights Commission.

The White-Collar Crimes included over 17 million dollars of tax evasion, tax fraud, tax malfeasance, embezzlement, discrimination and redlining with victims in multiple states at the hands of the perpetrators' business headquartered in Ohio.

Ms. Stewart became a Federal Whistleblower, in part, because of the complicit failure of the government of the State of Ohio to comply with or enforce the Law.

B. Corruption

This Petition for Rehearing illustrates how the power and influence of a large corporation, by deception, can usurp an individual's private right of action and remedies afforded by the Fair Housing Act.

Hartford had the case caption altered and blindfolded the public from viewing the evidence.

If Hartford's deception is unjustly rewarded with a denial of Ms. Stewart's Petition for Rehearing, they succeed in deprivation of her private right of action.

If the case caption was not altered and the public saw the evidence, the result would be different.

C. Discrimination – The Fair Housing Act

The case is predominately about the tortious interference by Hartford centering around the Agency Appointment Agreement required for a supplier to be authorized to present and issue insurance products.

This case has national implications involving the insurers mandating discrimination by forcing the supplier to withhold access to Auto and Home insurance to entire communities of protected classes.

The supplier suffers by discriminatory restrictions in loss of customers, goodwill and business, and the public suffers harm with choice, accessibility and affordability being unjustifiably inhibited.

In *Dunn v. Midwestern Indem. Mid-Am. Fire & Cas.*, 472 F. Supp. 1106, 1109 (S.D. Ohio 1979) holding that:

[s]ince insurance is a precondition to adequate housing, a discriminatory denial of insurance would prevent a person economically able to do so from buying a house. Consequently, although insurance redlining is not expressly proscribed by the Act, it is encompassed by both the broad language of § 3604(a) and the legislative design of the Act which seeks to eliminate discrimination within the housing field. *Id.* at 1109.

Ms. Stewart testified in deposition on the insurers practice of redlining and the 106 counts of documented mail fraud, and Hartford's involvement. Insurers required nothing less than \$100,000 \$300,000 limits, no monoline autos, no monoline homes, and package only. Despite filing to accept lower limits and monoline policies with the Departments of Insurance, the insurers used their influence over the suppliers to comply with a different set of rules. Which they coined "affluent middle-class rules". (Appendix 164a)

The practice of no mono-line homes i.e., package only, violates the Fair Housing Act because insurance is required if you are buying a home and financing.

This redlining practice prevents people from being able to buy a home including but not limited to: the elderly who no longer own a car, those who use public transportation instead of owning a car, and persons with disabilities who cannot drive.

NAACP v. American Family Mutual Insurance Co., 59 (978 F.2d 287 (7th Cir. 1992)) held that the Fair Housing Act applies to insurance and *McCarran* did not pre-empt application of Fair Housing Act against redlining. The Seventh Circuit set forth the allegations against the defendant-insurer as follows:

“Higher premiums price some would-be buyers out of the market; a refusal to write insurance excludes all buyers. If insurers redline areas with large or growing numbers of minority residents, that practice raises the cost of housing...” *Id.* at 290.

In *Wai v. Allstate Insurance Co.* 75 F. Supp. 2d 1 (D.D.C. 1999) and *Koontz v. Grange Mutual Casualty Co.*, courts held for the first time that Fair Housing Act claims alleging “disability redlining” are actionable. No. C2-98-318 (S.D. Ohio Mar. 31, 1999)

Courts also held that the concerted refusal of insurers to deal with individuals constituted a boycott prohibited under the Sherman Act. *St. Paul Fire & Marine Ins. Co. v. Barry*, 438 U.S. 531, 536 n.5 (1978).

Moreover, The Supreme Court distinguished between the “business of insurance,” which is exempt under the Act, and the “business of insurance companies,” which lies within the scope of the federal antitrust laws.

D. Deception – The Fair Housing Act

The intentionally deceptive actions of Hartford designed to deny Ms. Stewart of her private right of action, granted by the Fair Housing Act, ignores the commands of constitutionally rooted and legally

legitimate doctrines of stare decisis and federal supremacy.

Hartford, thru counsel Katheryn Lloyd, presented false testimony when they denied the Crime Reports made by Ms. Stewart to: Department of Insurance and Ohio Civil Rights included Hartford as a preferred carrier who instituted discriminatory rules which withheld access to auto and home insurance products and services in predominately underserved communities in violation of Fair Housing Act.

This occurred despite being supplied all documentation of Ms. Stewart's original charge of discrimination. This documentation included The Ohio Civil Rights ("OCR") Charge of retaliation, the OCR Redlining Exhibits, The Housing and Urban Development ("HUD") complaint documentation, The Ohio Inspector General Report, Redlining Affidavits, and the documentation of Mail Fraud, and Changing Policies without authorization.

In addition, the record of Preferred Carrier Rules, including Hartford, mandated no home only, package only and low limits being not acceptable.

E. Evidence Redacted, withheld, and missing

The evidence withheld by Hartford is inculpatory and establishes involvement and guilt on their part.

However, without being allowed to see or consider the withheld evidence, the lower court dismissed this case purporting "failed to present any admissible evidence" when they were blindfolded from viewing the evidence by Hartford. EMPHASIS.

Hartford's attorney Katheryn Lloyd improperly redacted the majority of the Sworn Testimony of Landon Reid relating to the Agency Appointment Agreement (217 lines redacted of 312 total lines) and withheld the associated Agency Appointment Agreement contracts. (exhibits 4 & 5).

The court should have Removed the Blindfold and looked at the evidence. They did not. (Appendix 119a)

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.

In *Alexander v. CareSource*, 576 F.3d 551, 558 (6th Cir. 2009) opposing summary judgment need not 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"

In *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). (Appendix 122a-123a)

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...]."

Consideration on evidence requires a review. The cover-up by Katheryn Lloyd is unfair and unjust.

F. Fraud

Our justice system relies upon officers of the court, judges, and attorneys, who have an obligation to promote justice and effective operation of the judicial system. When officers of the court engage in Cover-up and Fraud, their unethical actions seriously affect the integrity of the court and the process of adjudication.

“Evidence reveals not only did Hartford make false accusations pertaining to [...] they also made egregiously false and defamatory statements about Ms. Stewart” (Appendix 125a)

Hartford, through counsel Katheryn Lloyd, falsely claimed to the Sixth Circuit and the lower court that in Ms. Stewart’s testimony Ms. Stewart admitted there was “no evidence and no support”. Hartford repeated this false claim five (5) times in their brief. This is false information, a false statement, and a pure lie. No such statement was ever made by Ms. Stewart.

In each of Hartford’s false statements about Ms. Stewart’s testimony they failed to cite the record. If Ms. Stewart, in testimony, ever said “she had no evidence and no support”, then one would think Hartford could cite the record. They could not. (Appendix 106a)

“[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).

The 7th Circuit stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final." Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. See Appendix 131a-132a

Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ...").

G. Cover-up

The hiding behind a different name with the public view i.e., changing the case caption, shields Hartford from many sets of eyes that would normally follow a case of such national significance.

This same cover-up of Hartford's name, with the changing of the case title to Sentinel, was attempted at the U.S. District Court and the 6th Circuit. All previous attempts have failed. Appendix 162a

The withholding of Ms. Stewart's appendix and the disappearance of her entire Supplemental Brief unequivocally served to alter and interfere with the proper and just conclusion.

These acts also serve to present Ms. Stewart in a false light before the public. *Welling v. Weinfeld*, 866 N.E.2d 1051 (Ohio 2007).

Fraudulent conduct which prevents a party from fairly and fully presenting his claims or defenses is extrinsic fraud. "Fraud is extrinsic where a party is prevented by trick, artifice or other fraudulent conduct from fairly presenting his claim or defenses or introducing relevant and material evidence." 7 Moore 60.37[l] & n.17

Whereas, Hartford's deceptive acts of case alteration and hiding of evidence remain.

Now therefore, if not corrected, justice will suffer and Ms. Stewart's constitutional rights are violated.

REASONS FOR GRANTING THIS PETITION FOR REHEARING

The national significance of this action against insurers discrimination at the supplier level, if allowed to be considered, would assist millions of people in every city throughout these United States.

The suppliers will no longer be handcuffed by these required discriminatory practices and will be able to properly serve the insurance needs of the people within all communities.

The public, forevermore will benefit from the increase of choices and the significant inroads into affordability and accessibility – fair housing for all.

The Supreme Court found that federal law had supremacy, or authority, over state laws and that states could not interfere with federal powers. *McCulloch v. Maryland*, 17 U.S. (4 Wheat.) 316 (1819):

CONCLUSION

The missing supplemental brief called attention to a new intervening matter that was not available at the time of the filing of Ms. Stewart's Writ of Certiorari however, is now reprinted in the appendix. (Appendix P, page 154a-184a)

Ms. Stewart also formally requested the assistance of Scott S. Harris in her correspondence of April 29, 2024. (Appendix L, page 92a).

In that correspondence she asked why her supplemental brief was never docketed or rejected.

This Petition for Rehearing involves an issue of National Significance and great public interest.

Now therefore, for the preceding reasons, Petitioner Merrilee Stewart prays for relief with:

- a) The review and just consideration of this Petition for rehearing,
- b) the review and just consideration of the missing supplemental brief,
- c) her petition for a writ of certiorari to be granted, and
- d) any other remedy this court seems just and fair.

Respectfully Submitted,

/s/ Merrilee Stewart

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*Merrilee Stewart, Pro Se on behalf of
Merrilee Stewart, Petitioner*

**CERTIFICATE OF COUNSEL
CERTIFICATE OF GOOD FAITH**

I hereby certify that this petition for rehearing is presented in good faith and not for delay, and that it is restricted to the grounds specified in Supreme Court Rule 44.2.

Respectfully Submitted,

/s/ Merrilee Stewart

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*Merrilee Stewart, Pro Se on behalf of
Merrilee Stewart, Petitioner*

APPENDIX L

**[The April 29, 2024 correspondence to Scott S.
Harris, Clerk of the Court THE SUPREME
COURT OF THE UNITED STATES
("4/29/2024 letter to the clerk")]**

29 April 2024

SCOTT S. HARRIS, CLERK OF THE COURT
SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, D. C. 20543-0001

Via: Certified United States Mail with tracking

RE: Request for remedy on the breach of duty legally owed
to Petitioner Merrilee Stewart in the Supreme Court of the
United States, Case 23-858, *Merrilee Stewart v. Hartford
Financial Service Group, Inc, et. al.*

Dear Mr. Harris:

This correspondence is a formal request for remedy of
the breach of duty legally owed to Petitioner Merrilee
Stewart in case 23-858 as her Supplemental brief, 40
books, were hand deliver to the Supreme Court of the
United States on April 4, 2024 and as of April 29, 2024
have not been filed or rejected. See attached exhibit 1 and
2 as proof of delivery.

Ms. Stewart's Supplemental brief of April 4, 2024,
requested delay of the April 12, 2024, conference on Ms.
Stewart's Writ of Certiorari in order to properly review and
consider this supplemental brief containing a significate
and new intervening matter that was not available at the
time of the last filing.

Quoted from page 1 of the Ms. Stewart's Supplemental
brief attached heretofore as exhibit 4:

"This supplemental brief is to call attention to a
new intervening matter that was not available at

the time of the last filing, Ms. Stewart's Writ of Certiorari.

This supplemental brief is timely as the petition for writ of certiorari remains pending in accordance with U.S. Supreme Court rule 15 (8). "Any party may file a supplemental brief at any time while a petition for a writ of certiorari is pending."

Ms. Stewart's petition for writ of certiorari is currently scheduled for conference on April 12, 2024.

In order to properly review and consider this supplemental brief containing this new intervening matter, the distribution should be delayed."

Ms. Stewart's Supplemental Brief was not docketed as of the following week, therefore on April 10, 2024, a call was placed to Ms. Stewart's case worker Emily (unknown last name). Ms. Stewart also put in a call to Scott S. Harris in advance of the April 12, 2024 hearing.

Emily returned Ms. Stewart's call on the next day. When she was questioned about the supplemental brief not being docketed (which needed to be in advance of the April 12, 2024, hearing on Ms. Stewart's Writ of Certiorari) Emily stated that she, quote "... did not handle this, it was handled by a colleague". The colleague's name was not provided. When Ms. Stewart told Emily she also put in a call to Scott Harris, Emily stated she "... did not work for Scott Harris".

As of the date of this letter, April 29, 2024, Ms. Stewart's Supplemental Brief has not been docketed.

Quoted from page i of the Ms. Stewart's Supplemental brief, attached heretofore as exhibit 4:

**“QUESTION PRESENTED
FOR THIS SUPPLEMENTAL BRIEF**

The Fact is, Hartford Financial Services Group, a large international corporation, appears to have exercised power at the Supreme Court of the United States by asserting influence to:

- a) Alter the case title, by deceitfully changing the case caption from Hartford to Sentinel;
- b) Prevent the public's view of information, by deleting 58 pages of the 72-page appendix; and
- c) Inserting a published statement that “Additional material from this filing is available in the Clerk's Office”.

Ms. Stewart has the following questions:

- (1) What is the first and last name of the person responsible for filing the Supplemental Brief delivered on April 4, 2024?
- (2) How does Ms. Stewart get the necessary case corrections made, as were outlined in the Supplemental Brief, prior to the filing of her Petition for Rehearing?
- (3) How does Ms. Stewart get the missing 58 pages filed?
- (4) How does Ms. Stewart get her upcoming Petition for Rehearing filed under the proper case caption and docketed?

Perhaps Hartford acted entirely on their own in this deceitful manipulation and control of the docket or perhaps someone assisted.

Ms. Stewart's request is that these questions be answered and the corrections be completed immediately.

Respectfully Submitted,
/s/ Merrilee Stewart
Merrilee Stewart
182 Corbins Mill Drive
Dublin, Ohio 43017
Phone: 614 395-9071
Email: Merrilee@TRGUnited.com
Merrilee Stewart, Pro Se on behalf of Petitioner

COPY Furnished:

Senator J D Vance, 288 Russell Senate Office
Building, Washington, DC 20510

The Honorable Jim Jordan, Chairman of the House
Judiciary Committee, 2056 Rayburn House Office
Building, Washington, DC, 20515-3504

Attachments included for all parties:

#1 April 4, 2024 Proof of Delivery of Ms. Stewart's
Supplemental Brief from Roger Thiel, Thiel Press.

#2 April 4, 2024 Proof of Delivery of Ms. Stewart's
Supplemental Brief from the Supreme Court Police

#3 The missing 58 pages of the 72-page appendix of
Ms. Stewart's Petition for Writ of Certiorari filed on
February 3, 2024 and docketed February 8, 2024
under the wrong case caption of Sentinel.

#4 The missing Supplemental Brief of Petitioner
Merrilee Stewart delivered on April 4, 2024.

#5 The Proof of the incorrect case title of Merrilee
Stewart, Petitioner v. Sentinel Insurance Company
Ltd., et al. Which should be Merrilee Stewart v.
Hartford Financial Services Group, Inc., Et Al.

#6 Proof of Scott S. Harris, Clerk of the Court, using
the wrong case caption following the conference in his
correspondence of April 15, 2024

APPENDIX M

**[Attachment #1: (“4/29/2024 letter to the clerk”)
April 4, 2024 Proof of Delivery Ms. Stewart’s
Supplemental Brief to The Supreme Court of
The United States by Roger Thiel, Thiel Press.]**

IN THE
SUPREME COURT OF THE UNITED STATES

Merrilee Stewart,)	
Petitioner)	
)	No.
v.)	23-858
Hartford Financial Services Inc, et.)	
al.,)	
Respondent.)	

CERTIFICATE OF SERVICE

This is to certify that today April 4, 2024 I
delivered (mailed), copies of the SUPPLEMENTAL
BRIEF OF PETITIONER (1 volume) in the above-
entitled manner to the counsel of record:

(file 40 copies)

(FILED BY HAND DELIVERY)

3 copies to:

Katheryn M. Lloyd, Esq. (0075610)

Carpenter Lipps & Leland LLP

280 Plaza, Suite 1300, 280 North High Street

Columbus, Ohio 43215

(614)365-4100, Fax: (614) 365-9145

lloyd@carpenterlipps.com

(MAILED FIRST CLASS)

Remaining copies to: (7)
Merrilee Stewart

97a

182 Corbins Mill Drive Dublin, Ohio 43017
(614)395-9071
Fax: (740) 965-4437
Merrilee@TRGUnited.com

THIEL
PRESS
924 O Street, N.W.
(202) 328-3286
By: /s/ Roger Thiel

Subscribed to and sworn before me this 3rd day of
April, 2024.

/s/ Longinus Notary Public

My commission expires 1/14/2028

APPENDIX N

**[Attachment #2: ("4/29/2024 letter to the clerk")
April 4, 2024 Proof of Delivery of Ms. Stewart's
Supplemental Brief, 40 books, stamped by the U.
S. Supreme Court Police.]**

Received
Supreme Court U.S.
Capitol Police
2024 APR – 4 A11:44
CK4559

NO: 23-858

In The
Supreme Court of the United States

98a

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

**SUPPLEMENTAL BRIEF
OF PETITIONER MERRILEE STEWART**

Merrilee Stewart
182 Corbins Mill Drive
Dublin, Ohio 43017
Phone: 614 395-9071
Fax: 740 965-4437
Email: Merrilee@TRGUnited.com

*Merrilee Stewart, Pro Se on
behalf of Merrilee Stewart, Petitioner*

APPENDIX O

Attachment #3: (“4/29/2024 letter to the clerk”) **The missing 58 pages of the 72-page appendix of Ms. Stewart’s Petition for Writ of Certiorari filed on February 3, 2024 and docketed February 8, 2024 under the wrong case caption of *Sentinel*.]**

O.1: MISSING APPENDIX A: Writ of Certiorari
(Attachment #3: 4/29/2024 letter to the Clerk) **Filed**
December 12, 2023 (prior page 1a) UNITED
STATES COURT OF APPEALS FOR THE SIXTH
CIRCUIT 23-3211 *Merrilee Stewart v. Hartford*
Financial Services Group, Mandate Issued.]

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No: 23-3211

Filed: December 12, 2023

MERRILEE STEWART

Plaintiff - Appellant

v.

HARTFORD FINANCIAL SERVICES GROUP,
INC., Sentinel Insurance Company, Limited,
Sentinel Insurance Company Limited; TYLER G.
SMITH; ANNE E. TREVETHICK; JULIE
DENGLER

Defendants

SENTINEL INSURANCE COMPANY LTD;
HARTFORD FIRE INSURANCE COMPANY

Defendants - Appellees

MANDATE

Pursuant to the court's disposition that was filed
11/20/2023 the mandate for this case hereby issues
today.

COSTS: None

[O.2: MISSING APPENDIX B: Writ of Certiorari
(Attachment #3 4/29/2024 letter to the Clerk) **File**
date November 20, 2023 (prior pages 2a-3a)
UNITED STATES COURT OF APPEALS FOR
THE SIXTH CIRCUIT 23-3211 *Merrilee Stewart*
***v. Hartford Fin Serv Grp, Inc., et al.* ENTRY.]**

Filed

Nov 20, 2023

KELLY L STEPHENS, Clerk

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No: 23-3211

MERRILEE STEWART,

Plaintiff-Appellant,

v.

HARTFORD FINANCIAL SERVICES GROUP,
INC., et al.,

Defendants,

SENTINEL INSURANCE COMPANY LTD, et al.,

Defendants-Appellees.

Before: BOGGS, McKEAGUE, and BLOOMEKATZ,
Circuit Judges.

JUDGEMENT

On Appeal from the United States District Court for
the Southern District of Ohio at Columbus.

THIS CAUSE was heard on the record from the
district court and was submitted on the briefs without
oral argument.

IN CONSIDERATION THEREOF, it is ORDERED
that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT

/s/ Kelly L. Stevens

Kelly L. Stephens, Clerk

[O.3: MISSING APPENDIX D: Writ of Certiorari

(Attachment #3 4/29/2024 letter to the Clerk)

**Excerpts of Ms. Stewart from the reply brief
(prior pages 9a-24a) File date June 20, 2023
UNITED STATES COURT OF APPEALS FOR
THE SIXTH CIRCUIT 23-3211 *Merrilee Stewart
v. Hartford Fin Serv Grp, Inc., et al.*]**

A.1. Impeachable Testimony of Hartford:

False statement from Katheryn Lloyd

“Ms. Stewart testified she had No Evidence or
Support of Tortious Interference by Hartford”.....5

A.2. Impeachable Testimony of Hartford:

False Statement from Katheryn Lloyd about Ms.
Stewarts multiple sanctions.

Hartford continues with additional impeachable
testimony by presenting Ms. Stewart in a false light
in violation of Whistleblower laws.....10

A.3. Impeachable Testimony of Hartford:

False Statement about Ms. Stewart’s ownership
status in RRL Holding Company of Ohio, LLC.

Harford’s counsel Katheryn Lloyd uses the term “her
former company RRL” ten times throughout the Brief,
once again without ever citing the record.....12

B. Error of Fact:

Matters are not outside the scope and were correctly brought to lower courts attention.....15

ARGUMENT

Hartford, in their brief, takes no responsibility for their improper redaction of 217 lines of evidentiary testimony provided by Hartford and attempts to place blame and burden upon Ms. Stewart to somehow provide the information they redacted within these 217 lines. 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.

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. The tortious interference is ongoing as Hartford Representatives continue to make false statements to industry colleges serving to impede and blacklist Ms. Stewart with carriers and the industry.

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, money laundering 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 LLC 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.

Hartford attempts to claim that items in Ms. Stewart's appeal involve issues outside of what was raised to the lower court. However, the issues raised

on appeal were cited as to the location they were raised in the lower court. EMPHASIS

Hartford's briefing attempts to divert attention to just one of the two Insurance Policies involved in the March 2, 2015 case when it is Hartford's Counsel Katheryn Lloyd who submitted the most recent claim to both insurance policies i.e., the IHT policy and the TRG United Insurance Group LLC policy. See Testimony "[... the March 2nd, 2015 lawsuit, which has five different claims with The Hartford." Ms. Stewart's Testimony RE 66-1 pg. Id # 1236 ¶¶ 8-10.

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 in 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 and money laundering 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. Hartford was provided with the official request to reopen the case. 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

A. More Impeachable Testimony by Hartford’s counsel Katheryn Lloyd

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.

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

Let us begin with the testimony of Hartford, presented to this Appeals Court, regarding the alleged “No Evidence or support of Tortious Interference”. Hartford, by and thru Katheryn Lloyd, falsely claims to this 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.

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) to this Court in the Appellees, 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.

A.2. 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.

“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.

A.3. 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, the former RRL members defaulted and that 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 to 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 requires 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.

B. Error of Fact: Matters are not outside the scope and were correctly brought to lower courts attention.

Hartford’s brief purports “matters [...] outside the scope of the District Court’s summary judgment [...] matters that she never timely or correctly brought to the District Court by motion for decision.” Hartford’s Brief RE 17 Pg. Id #10.

These statements lack credibility. By way of example 1: The Landon Reid deposition and Hartford’s Agency Appointment Agreement being withheld from the lower court judge. Hartford alleges Ms. Stewart should file a motion when the fact is, the proper steps for recertifying Hartford’s withholding of inculpatory evidence were correctly taken.

All discovery issues should be resolved in good faith by counsel in accordance with their obligations to the Court under the Federal Rules of Civil Procedure and

the District's Local Rules. Parties are required to confer with one another. Hartford failed in this obligation.

"Ms. Stewart requested to removal of the confidential marking and the redaction of critical testimony of Landon Reid on [...] Agency Appointment Agreement..]" Ms. Stewart's Memo Contra to MSJ RE 70 Pg. Id #2127, §II

"I request your agreement that the exhibit numbers 4 and 5 utilized in the 4/20/2022 Landon Reid deposition and his associated testimony be removed from your labeling as confidential. This written request for your approval is in compliance with the protective order pursuant to Federal Rules of Civil Procedure 26(c)..." Ms. Stewart's Memo Contra to MSJ RE 70-1 Pg. Id #2147-2147.

Landon Reid could be questioned on the stand to bring out this inculpatory evidence and "subsequently, a motion to leave to amend based upon the facts could be made." Ms. Stewart's Brief RE 16 Pg. Id #22. See also Testimony: "[...] at any time, including at trial, an amendment can be made." Ms. Stewart's Testimony RE 66-1 pg. Id #1055 & 1020 ¶¶ 8-10.

By way of example 2: Hartford's brief attempts to claim The White-Collar Crimes were not contained in the complaint. This premise also fails.

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.

CONCLUSION

Ms. Stewart seeks reversal and remand to the district court to allow the correction on the spoliation of the evidence.

Subsequently to seek leave to Amend based upon evidence.

Respectfully submitted

/s/ Merrilee Stewart

Merrilee Stewart

IO.4: MISSING APPENDIX E: Writ of Certiorari
(Attachment #3 4/29/2024 letter to the Clerk)
Excerpts of Appellant Merrilee Stewart from the brief (prior pages 25a-42a File date April 24, 2023 UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT 23-3211 *Merrilee Stewart v. Hartford Fin Serv Grp, Inc., et al.*)

Assignment of Error 1: Evidence withheld from the Court undermines confidence in a fair and just outcome. Had evidence been disclosed, the result would be different.....10

Question 1: Could failing to consider Evidence be a reversible error/omission?

Question 2: Does Ms. Stewart have the right to present evidence obtained in the deposition of Landon Reid?

1.A. No response was given to Ms. Stewarts request to supplement with pertinent material evidence, improperly withheld from the court by Hartford counsel Kathy Lloyd, of which would have changed the outcome of the decision. e.g., The court should have considered the request. It did not (Emphasis).

1.B. The Intentional Spoilation of Evidence to Cover-up the liability of Hartford Financial Services Inc in the Agency Appointment Agreement.....13

Question 1: Could Hartford's Intentional Spoilage of Evidence be sanctioned by a remand?

Question 2: If this evidence can be brought to light under testimony at trial, then should not this case be allowed to proceed?

1.C. The Withholding of Evidence from her own client, Hartford, by counsel Katheryn Lloyd.....16

Question 1: Is withholding evidence from Hartford a Willful Blindness tactic and/or Obstruction of Justice?

Assignment of Error 2: Fraud Upon the Court - Intention False Statements.....17

Question 1: Is a decision made based upon false information reversable?

Assignment of Error 3: A leave to amend is appropriate when/after the spoilation of evidence is corrected.....26

Question 1: Does the nondisclosure of Inculpatory evidence, revealing Hartford's guilt and involvement, justify a leave to amend instead of dismissal?

PRECURSORY DECLARATION

This case is 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.

Discovery Evidence substantiates actions of Hartford, prove beyond any reasonable doubt, additional counts of Conspiracy, Obstruction and Whistle blower Retaliation are apropos (Memo Contra to MSJ: RE 70, Pg. ID #2132, ¶2).

To conspire aid and abet and cover up evidence of White-Collar Crimes, Hartford intentionally spoiled evidence, withheld evidence and presented false statements to the Court. Actions to block/prevent a Leave to Amend.

If the facts were not withheld, the case would not be dismissed. Remand and Reversal is the only fair and just remedy.

STATEMENT OF THE CASE

A. Under the directives of Hartford Financial Services Group, Inc., et al.

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

D. The Amended Complaint names Hartford Fire Insurance Company as the first named Defendant

[.. August 31, 2020 complaint was amended to first named Defendant of Hartford Fire Insurance Company and captioned Hartford Fire Insurance Company, et. al. (Amended Complaint, RE 34, Pg. ID #472)

The amended complaint proceeded to clarify the tortious interference by Hartford representatives, on the Agency Management side. This tortious interference continues with current Hartford representatives including but not limited to the liable, slander and blacklisting meant to interfere with agency contracts. (Amended Complaint: RE 34, Pg. ID #474)

SUMMARY OF ARGUMENT

Can one claim there exist no admissible evidence without reading the evidence? Can one read evidence when blindfolded? No, it is impossible! (Emphasis)

The lower court dismissed this case purporting “failed to present any admissible evidence” when they were blindfolded from viewing the evidence. (Opinion: RE 72, Pg. ID #2182, §AI Tortious Interference Claim against Hartford).

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 312 total lines) and withheld the associated Agency Appointment Agreement contracts (exhibits 4 & 5). (Deposition testimony of Landon Reid: RE 66-3, Pg. ID #1421-1433)

The trial court should have Removed the Blindfold and looked at the evidence. They did not.

Assignment of Error 1: Evidence withheld from the Court undermines confidence in a fair and just outcome. Had evidence been disclosed, the result would be different.

Question 1: Could failing to consider Evidence be a reversible error/omission?

Question 2: Does Ms. Stewart have the right to present evidence obtained in the deposition of Landon Reid?

1.A. No response was given to Ms. Stewart's request to supplement with pertinent material evidence, improperly withheld from the court by Hartford counsel Katheryn Lloyd, of which would have changed the outcome of the decision. e.g., The court should have considered the request. It did not. (Emphasis).

There exists a reasonable probability the result would have been different if not for the nondisclosure of Inculpatory evidence, revealing Hartford's guilt and involvement. Should the lower court consider Ms. Stewart's request to supplement her June 13, 2022 with un-redacted evidence?

On June 10, 2022 Ms. Stewart corresponded with Hartford counsel Katheryn Lloyd to confer and attempt to agree before any hearing on the procedures under which Confidential Information is to be introduced into evidence or otherwise used. Quoting, in part: "I request your agreement that the exhibit numbers 4 and 5 utilized in the 4/20/2022 Landon Reid deposition and his associated testimony be removed from your labeling as confidential."

"This written request for your approval is in compliance with the protective order pursuant to

Federal Rules of Civil Procedure 26(c), RE 49, Pg. ID #537 filed on 02/09/21.” (Ms. Stewarts’ Memo Contra Reply to MSJ, Appendix A: RE 70-1, Pg. ID #2145-2147)

Furthermore, Ms. Stewart followed up with a Second Request June 17, 2022 and Third Request June 21, 2022 and forth request July 20, 2022. Hartford’s response, quoted in part: “To my understanding of the current case status, the summary judgment motion is fully briefed and awaiting decision by the Court. It is therefore not clear to us why the issues below need to be addressed at this time.”

“Ms. Stewart is not able to quote Landon Reid's testimony until a response is received by Hartford Representative Kathy Lloyd” (Ms. Stewarts’ Memo Contra Reply to MSJ: RE 70, Pg. ID #2128, § III. Anne Trevithick and Landon Reid, ¶2)

“Alternatively, Ms. Stewart requested approval to supplement this Memo Contra with un-redacted testimony of Hartford Representative Landon Reid.” (Ms. Stewarts’ Memo Contra Reply to MSJ: RE 70, Pg. ID #2143, § Conclusion).

Whereas, the lower court’s Opinion and Order has no mention of and no consideration of Appellants specific request involving the spoiled evidence.

Whereas, evidence or lack thereof was the basis of the lower court’s dismissal.

Now therefore, Ms. Stewart believes this error/omission is just cause for remand to properly consider the merits of this specific request involving the intentional spoilage of evidence.

1.B. The Intentional Spoilation of Evidence to Cover-up the liability of Hartford Financial Services Inc in the Agency Appointment Agreement.

Question 1: Could Hartford's Intentional Spoilage of Evidence be sanctioned by a remand?

Question 2: If this evidence can be brought to light under testimony at trial, then should not this case be allowed to proceed?

The Agency Appointment Agreement is by and between the companies of The Hartford Financial Services Group, Inc. including but not limited to Hartford Fire Insurance Company.

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).

This information was withheld from the trial court judge as well.

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).

Ohio law permits intentional spoliation claims. *Smith v. Howard Johnson Co.*, 67 Ohio St.3d 28, 615 N.E.2d 1037 (1993). The elements of intentional spoliation of evidence have been: (1) pending or probable litigation involving the plaintiff was in existence, (2) defendant had knowledge that litigation existed or was probable, (3) willful destruction of evidence by defendant designed to disrupt plaintiff’s case, (4) disruption of plaintiff’s case, and (5) damages proximately caused by the defendant’s acts.

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 Counsel Kathy 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...].”

1.C. The Withholding of Evidence from her own client, Hartford, by counsel Katheryn Lloyd

Question 1: Is withholding evidence from Hartford a Willful Blindness tactic and/or Obstruction of Justice?

In the under-oath deposition testimony conducted by Ms. Stewart, both of the Hartford Fire Insurance representative brought forth by lead counsel Katheryn Lloyd were uninformed of the facts of this case. EMPHASIS.

§III. Anne Trevithick and Landon Reid: “An essential, pivotal point in this case is the July/ August 2019 cognizable discovery of RRL Holding Company of Ohio LLC becoming a dead entity on 12/31/2018. However, during deposition,

Anne Trevithick and Landon Reid both stated that they were not aware of this pertinent evidence.

These documents were provided to Hartford's legal representative, Kathy Lloyd, in discovery last year and apparently were not provided to Anne Trevithick or Landon Reid. Testimony from both Hartford representatives stated this information would have triggered a closer look at the case. (Response to MSJ: RE 70, Pg. ID #2128). EMPHASIS.

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 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.

Assignment of error 2: Fraud Upon the Court - Intention False Statements -

Standard of Review: de novo

Question 1: Is a decision made based upon false information reversible?

Our justice system relies upon officers of the court, judges and attorneys, who have an obligation to promote justice and effective operation of the judicial system. When officers of the court engage in Conspiracy, Cover-up, and Fraud this seriously affects the integrity of the normal process of adjudication.

"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." (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, Pg. ID #2135).

In Ms. Stewarts' Memorandum in Opposition to the MSJ there were 5 specific examples presented with evidence of False Statements made to the trial court

by Hartford counsel Katheryn Lloyd, an officer of the court.

“By way of example 1, Hartford Representative Kathy Lloyd in her Discovery responses for Sentinel, verified in part by Anne Trevithick, made egregiously false and defamatory statements about Ms. Stewart which she repeated, word for word, 10 times as an objection reason. K. 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." EMPHASIS (Plaintiffs Evidence, RE 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. See also Agreed Entry of 5/28/2015 Evidence: RE 68-1, Pg. ID #1684.

“Kathy 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 See 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.”

¶10 Appellees claimed appellant violated the Agreed Entry by claiming to be an owner and authorized agent of IHT and RRL to: (1) the Ohio Civil Rights Commission ("civil rights commission"); (2) the Columbus Police Department ("police"); (3) Hartford Insurance ("Hartford"); and (4) Liberty Mutual Insurance ("Liberty") (collectively "insurance companies").

See ¶15 "An abuse of discretion connotes more than an error of law or judgment; it implies the trial court's attitude is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). Claims of error by the trial court must be based on the trial court's actions, rather than on the magistrate's findings. "Therefore, we may reverse the trial court's adoption of the magistrate's decision only if the trial court acted unreasonably, arbitrarily, or unconscionably. *Id.*"(R. OA393 - E64)

¶71 Quoted, in Part: "On remand, the court shall hold a hearing" "On remand, the trial court shall vacate that finding and any award of sanctions or attorney fees pertaining thereto." (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, (Example 1: Pg. ID #2135-2136)

In example 2, Hartford Representative Kathy Lloyd in Discovery responses, verified in part by Landon Reid 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 and 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 RRL Buy /Sell Doc. B: Promissory note states: "Additionally, [...] the whole sum of principal, accrued and unpaid interest and unpaid late fees shall become due and payable [...] upon: (a) sale of substantially all of the assets of Maker; or (c) there is a merger of Maker and another entity, domestic or foreign, and Maker is not the surviving entity. (Plaintiffs Evidence: RE 67-4, Pg. ID 1545 §5 ¶2)

The RRL Buy /Sell Doc. E: Redeemed Units Pledged Agreement states: Upon default under the Promissory Note, which default is not timely cured by Company pursuant to the cure provisions of the Promissory Note, the then remaining Pledged Redeemed Units shall be transferred, assigned and conveyed by Company to the Payee[...] which Person shall become a party to the Operating Agreement and the Buy /Sell Agreement of Company as then in effect, and such Person shall have the same proportionate voting rights, profit and loss sharing rights and distribution rights, and shall have all other rights of a Member of Company; the Pledged Redeemed Units being transformed into and becoming Units in Company, by virtue of the provisions of this

Agreement without action by, or on behalf of, the Company. (Plaintiffs Evidence: RE 67-4, Pg. ID #1558, ¶2)

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.")

Also see, Tenth District Court of Appeals decision of September 27, 2018 Case No. 18AP118, lower court 15CV1842, quoted in part here: "Therefore, it is ORDERED, ADJUDGED AND DECREED as follows: This Court hereby confirms the December 11, 2017 Final Award in American Arbitration Association Case No. 01-16-0003-9163 in all respects, pursuant to Ohio Rev. Code§ 2711.09. The terms of the Final Award (filed with the Motion as Exhibit C) are specifically incorporated by reference into this Judgment Entry. The terms of the Final Award shall be binding on the parties." (Plaintiffs Evidence: RE 67-5, Pg. ID #1575), (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, Example 2: Pg. ID #2136-2137)

Example 3: In a continuation of Hartford Representative Kathy 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 nonparty 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, 74 & 75. (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, Example 3: Pg ID #2137-2138)

Example 4: Further egregious is the Hartford Representative Kathy 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), (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, Example 4: Pg. ID #3138)

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, Pg. 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).

The Ohio Supreme Court found that Ohio Courts of equity "will grant appropriate relief where the majority or dominant group of shareholders act in their own interest or in the interest of others so as to oppress the minority or commit fraud upon their rights." *Crosby v. Beam*, 47 Ohio St. 3d at 108-109. See also, *Miller v. Pennitech Indus. Tools, Inc.*, No. 2356-M, 1995 Ohio App. LEXIS 1622, at *14 (Ohio Ct. App. Medina County Apr. 19, 1995) (explaining that if the employment agreement was not terminable at will the plaintiff would have had a "legal right" to enforce it against the third party). (Ms. Stewarts' Memo Contra Reply to MSJ: RE 70, Example 5: Pg. ID # 3138-3139))

"[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).

The 7th Circuit stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final." Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23.

All attorneys and judges are officers of the court. Under Federal law, when any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect. See *Kenner v. C.I.R.*, 387 F.3d 689 (1968).

"Fraud destroys the validity of everything into which it enters," *Nudd v. Burrows*, 91 U.S. 426. "Fraud vitiates everything," *Boyce v. Grundy*, 3 Pet. 210.

"Fraud vitiates the most solemn contracts, documents and even judgments," *U.S. v. Throckmorton*, 98 U.S. 61.

Assignment of Error 3: A leave to amend is appropriate when/after the spoliation of evidence is corrected - Standard of Review: de novo

Question 1: Does the nondisclosure of Inculpatory evidence, revealing Hartford's guilt and involvement, justify a leave to amend instead of dismissal?

The lower court's failure to decide on the spoiled evidence prejudiced Ms. Stewart's ability to file a motion to leave to amend, based upon facts revealed in the redacted testimony of Landon Reid and the withholding of the Agency Appointment Agreements.

The essential facts in the testimony of Landon Reid could either be taken care of at the trial on the witness stand or by a decision of the lower court. It is at that time, that a leave to Amend based upon the facts

should be made with Hartford's consent or with leave of Court pursuant to Fed. R. Civ. P. 15(a)(2).

Ms. Stewart brought forward additional counts to the trial court, however, did not request a leave to amend awaiting the facts to be unredacted or placed under seal.

The trial court responded: "D. Additional Claims: In her response, Ms. Stewart seems to be seeking to add claims not alleged in her Amended Complaint. (See, e.g., Resp., PAGEID # 2132 (referring to "additional counts of Conspiracy, Obstruction, and Whistleblower Retaliation").)" (Opinion: RE 72, Pg. ID #2185)

Once the spoliation of evidence is resolved the Amended Complaint will be submitted.

CONCLUSION

Appellant seeks reversal and remand to the district court to allow the correction on the spoliation of the evidence.

Subsequently to seek leave to Amend based upon evidence.

Respectfully submitted

Merrilee Stewart

[O.5: MISSING APPENDIX F: Writ of Certiorari
(Attachment #3 4/29/2024 letter to the Clerk) File
date February 6, 2023 (prior page 43a) UNITED
STATES DISTRICT COURT Southern District
of Ohio 2:19-cv-304 *Merrilee Stewart v. Hartford*
Financial Services Group, Inc. JUDGEMENT]

AO 450 (Rev. 11/11) Judgment in a Civil Action

UNITED STATES DISTRICT COURT

for the Southern District of Ohio

Merrilee Stewart

Plaintiff

v.

Civil Action No.

2:19-cv-304

The Hartford Financial

Services Group, Inc.

Defendant

JUDGMENT IN A CIVIL ACTION

The court has ordered that (check one):

X other: Pursuant to the Order on 2/6/2023

X decided by Judge Sarah D. Morrison

Date: 02/06/2023

CLERK OF COURT

s/Maria Rossi Cook

Signature of Clerk or Deputy Clerk

[O.6: MISSING APPENDIX H: Writ of Certiorari

(Attachment #3 4/29/2024 letter to the Clerk)

Excerpts of Ms. Stewart from the Memorandum in Opposition to the Summary Judgement Motion File date June 13, 2022 (prior pages 53a-72a) UNITED STATES DISTRICT COURT the Southern District of Ohio 2:19-cv-304 *Merrilee Stewart v. Hartford Fin Serv Grp, Inc., et al.*]

Overture: Evidence Apropos - Hartford's sworn testimony

I. Hartford's representative Anne Trevithick Deposition

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 EFC.66-2 PageID.1380, ¶¶19-21)

II. Hartford's representative Landon Reid Deposition

Hartford's Motion for Summary Judgement purports no evidence while unjustly restricting the Plaintiff from presenting pertinent testimonial evidence obtained in the deposition of Hartford's representative Landon Reid on 4/22/2022.

Ms. Stewart has requested from Hartford Representative Kathy Lloyd to remove the confidential marking and remove the redaction of the critical testimony of Landon Reid on Plaintiffs Agency Appointment Agreement with Hartford. This document does not belong as confidential and is in non-compliance of the protective order ¶13 because these documents are available to Plaintiff independently of discovery (Redacted Testimony EFC.66-3, PageID.1421-1433) (Protective Order EFC.49 PageID. 537). See Appendix A.

III. Anne Trevithick and Landon Reid

An essential, pivotal point in this case is the July/August 2019 cognizable discovery of RRL Holding Company of Ohio LLC becoming a dead entity on 12/31/2018. However, during deposition, Anne Trevithick and Landon Reid both stated that they were not aware of this pertinent evidence.

These documents were provided to Hartford's legal representative, Kathy Lloyd, in discovery last year and apparently were not provided to Anne Trevithick or Landon Reid.

Testimony from both Hartford representatives stated this information would have triggered a closer look at the case.

See *Netzley v. Nationwide Mutual Insurance Co.* (1971), 34 Ohio App.2d 65, 296 N.E.2d 56 in which the court said that one fact indicative of the insurer's bad faith was when "the insurer fails to properly investigate the claim so as to be able to intelligently assess all of the probabilities of the case."

Introduction

Defendant Hartford Financial Services Group, Inc et. al. involves Hartford Fire Insurance Company and Sentinel Insurance Company, Ltd who collectively brand themselves as The Hartford and hereinafter are referred to as ("Hartford"). (Original Complaint, EFC.1 Filed: 01/31/2019) and (Amended Complaint ("AC") EFC.34 PageID.472 Filed: 08/31/20).

The third-party contract and business relationship involve IHT Insurance Agency Group, LLC ("IHT") and RRL Holding Company of Ohio ("LLC"). RRL wholly (100%) owns IHT. (Plaintiffs Evidence EFC.68-2 PageID.1689). Ms. Stewart is currently the only unredeemed member of RRL. (AC EFC.34 PageID.473, ¶8). Aside from electing a board to manage IHT, RRL conducts no real business. (Plaintiffs Evidence EFC.68-3 PageID.1690)

On December 31, 2018, three controlling RRL members redeemed their membership in RRL and seized all the assets of RRL for the benefit of a new set of owners. (Plaintiffs Evidence EFC.67-8 PageID.1590). The Merger of RRL out of Existence was facilitated by Shumaker, Look & Kendrick.]

Precursory Declaration

Ms. Stewart is a Federal Whistleblower for the United States Treasury who initially reported IHT's White-Collar Criminal Activity ("the Crime Reports") to local authorities in the State of Ohio. (Plaintiffs Evidence, EFC.67-5 PageID.1570, ¶¶1-3).

The initial Crime Reports were made to Ohio Department of Insurance, Columbus Ohio Police, Ohio Civil Rights Commission, and insurance companies Hartford and Liberty Mutual.

The White-Collar Crimes include over 17 million dollars of tax evasion, tax fraud, embezzlement, discrimination and redlining with victims in multiple states at the hands of the perpetrators' business headquartered in Ohio.

The criminal investigations are currently in the appropriate hands of the Federal Authorities. However, violations of Whistle blower laws are continuously inflicted upon Ms. Stewart by Hartford, Shumaker and non-party Firefly Agency (the "Criminal Enterprise").

Facts Relevant

Plaintiff is a contracted supplier with Defendant Hartford for products and services offered to the public in multiple states (AC, EFC.34 PageID.473 ¶6).

This relationship began in 2007 through the appointed authority with IHT, under Hartford producer code 33881509. This code allowed access to Auto and Home insurance products and small business insurance products in multiple states. (AC, EFC.34 PageID.4 73 ¶7)

In 2014 another contractual relationship was established with Defendant Hartford and TRG United Insurance, LLC ("TRG") under producer code 33881861. This allowed access only to business insurance and did not include auto or home. (AC, EFC.34 PageID.474, ¶11)

IHT and TRG also had a business owners insurance policy issued by Hartford, evidenced in correspondence to Julie Dengler to review of claims coverage on both insurance policies, (Plaintiffs Evidence EFC.69-3 PageID.1992)

Ms. Stewart had a duty to report the Crimes she witnessed first-hand while serving as President of IHT under the terms of the agency agreements and both insurance contracts.

This case centers around the Crime Reports detailed in the March 2, 2015 lawsuit (Plaintiffs Evidence EFC.69-11 PageID.2044). Most notably is the Hartford Employee Dishonesty Claim (embezzlement of 8 to 10 million dollars) which was uncovered as a systemic embezzlement scheme, dating back to 2005. This was discovered after Ms. Stewart's acquisition of Norman L. Fountain Ins & Assoc, Speedy Auto Ins. and York Ins. Agency, hereinafter the "Fountain Entities", in 2016. This criminal activity was properly reported to the insurance carriers of Hartford and Liberty Mutual and to the Columbus Ohio Police. The more than 8,911 unknown/orphan listings were supplied to Hartford in discovery and a summary of the source document is in the record. (Plaintiffs Evidence EFC.67-7 PageID.1587)

Shumaker crafted a false affidavit signed by Fritz Griffioen on 8/9/2016 which was successfully used to halt investigations. (Plaintiffs Evidence EFC.69-3 PageID.1995-1996) This false affidavit was used for the obstruction of proceedings before departments and agencies to: 1) to interfere with a police investigation, 2) to interfere with a civil rights investigation, and 3) to interfere with an insurance claims investigation.

The March 2, 2015 case has been stayed since November 10, 2015 (Plaintiffs Evidence EFC.68-5 PageID.1693). However, much activity has occurred in the docket with Shumaker's continuous show cause motions causing Ms. Stewart extensive case work with the higher courts.

LAW AND ARGUMENT

Introduction

Hartford's fifty-four (54) page Motion for Summary Judgement ("MSJ") is in disregard to S.D. Ohio Civ. R. 7.2 (a) (3) preference that a memorandum in support of any motion does not exceed twenty pages. Further, lacks the required evidence and fails to properly cite the record. These facts alone could be a justify denial of the motion. (MSJ, EFC.65 PageID.575)

The MSJ essentially argues two specific points of 1) time barred and 2) no evidence (ID.587 §I, ¶2 and 588, ¶2). The motion then parallels Shumaker's talking points with the undeniable attempt to obstruct justice, harass, intimidate, defame and discredit Ms. Stewart.

The proceeding paragraphs unequivocally prove, with evidence in the record, cited appropriately, that

Hartford's points of argument are false and there exist no just cause for dismissal of any of the three counts alleged in the Amended Complaint.

Furthermore, the evidence and actions of Hartford, prove beyond any reasonable doubt additional counts of Conspiracy, Obstruction and Whistle blower retaliation are apropos.

Facts Relevant

Hartford Fire purports they are entitled to summary judgment because; 1) "the tortious interference claim was not timely" 2) "no record evidence any representative [..] ever made such a representation.]" (Id.587 §I ¶2); 3) "adduced no evidence of bad faith.]" (Id.588 ¶2)

Then in Hartford's malicious and ongoing continuation of obstruction of justice, tortious interference, defamation, retaliation, false light and in violation of whistleblower laws, Hartford's falsely presents Ms. Stewart as: 4) "held in contempt of court, and repeatedly sanctioned for her litigation conduct in connection with the claims she has made about IHT /RRL.11 (MSJ EFC.65 PageID.588 ¶3) See Taxpayer First Act (TFA) 26 U.S.C. § 7623 (d) Civil Action to Protect against retaliation Cases, Anti-retaliation whistleblower protection.

Finally, in furtherance of efforts to disparage the messenger, in concert of effort with Shumaker, Hartford introduces a new case into the record. (MSJ EFC. 65-24, PageID.941).

The forgoing paragraphs will address the counts in the Amended Complaint and the purported reasons used by Hartford for summary judgement.

I. Count I: INTERFERENCE WITH BUSINESS
RELATIONSHIPS Hartford (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."

Hartford purports "[.. plaintiff did not file this lawsuit until January 31, 2019. That is more than four years after the alleged offending conduct of Hartford Fire or Doug Randolph in October 2014, [...] outside the applicable statute of limitations.]" (MSJ, EFC.65, PageID.591)

It is uncertain why Hartford selected October 2014. 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 counsel Kathy 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).

The elements of tortious interference include Interfering with that relationship or contract and March 39, 2015 was the purported RRL closing date on the purchase of Ms. Stewart's ownership interest in RRL. (Plaintiffs Evidence, EFC.67-3, PageID.1505).

Instead of purchasing Ms. Stewart's RRL membership interest in accordance with the RRL Buy /Sell Agreement, the controlling members of RRL with their attorney filed the March 2, 2015 lawsuit. 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, PageID.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, Page/D.1999) 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, PageID.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 PageID.1333

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

Evidence EFC.69-14, Page 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 Page 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 Page Id.1352, ¶6)

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

Finally, all members were allowed to own competing companies as the RRL Operating Agreement allowed direct competition. (Plaintiffs Evidence EFC.68-8 PageID.1790)

Hartford's Representative Kathy. 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 PageID.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 RRL 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 Kathy Lloyd in her Discovery responses for Sentinel, verified in part by Anne Trevithick, made egregiously false and defamatory statements about Ms. Stewart which she repeated, word for word, 10 times as an objection reason. K. 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 Page ID.2078, verbiage was specifically used in RFA 3 Page ID.2082, RFA 4, PageID.2083, RFA 5, PageID.2084, RFA 7, PageID.2085, RFP 11, PageID.2088, RFA 12 PageID.2088, Interrogatory 4 Page ID.2097, RFP 10 PageID.2105, RFP 11 PageID.2106 & Agreed Entry of 5/28/2015 EFC.68-1 PageID.1684.

Kathy 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 to in discovery last year. Plaintiffs Evidence EFC.67-2 PageID.1501, Bates M21000085B1 and Plaintiffs Evidence 1/23/2022 19AP202 EFC.67-10 PageID.1641.

The outcome of the 19AP202 appeal was that Judge Kim J Brown abused her discretion, "acted unreasonably, arbitrarily, or unconscionably",

Plaintiffs Evidence EFC.67-5 PageID.15 78
 "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.

¶10 Appellees claimed appellant violated the Agreed Entry by claiming to be an owner and authorized agent of IHT and RRL to: (1) the Ohio Civil Rights Commission ("civil rights commission"); (2) the Columbus Police Department ("police"); (3) Hartford Insurance ("Hartford"); and (4) Liberty Mutual Insurance ("Liberty") (collectively "insurance companies").

See ¶15 "An abuse of discretion connotes more than an error of law or judgment; it implies the trial court's attitude is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983). Claims of error by the trial court must be based on the trial court's actions, rather than on the magistrate's findings. "Therefore, we may reverse the trial court's adoption of the magistrate's decision only if the trial court acted unreasonably, arbitrarily, or unconscionably. *Id.*" (R. OA393 - E64)

¶71 Quoted, in Part: "On remand, the court shall hold a hearing" "On remand, the trial court shall vacate that finding and any award of sanctions or attorney fees pertaining thereto."

The lower court opened the docket for the ordered hearing. However, Judge Kim J. Brown, closed the docket, refused to have the ordered hearing and effectively obstructed justice.

In example 2, Hartford Representative Kathy Lloyd in Discovery responses, verified in part by

Landon Reid continues false statements. (Plaintiffs Evidence EFC.69-12 PageID.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.11 ANSWER: "Denied." "Based on Hartford Fire's understanding of the public record, plaintiff does not have a current interest in RRL ...]." Plaintiffs Evidence EFC.69-12 PageID.2061 and 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 RRL Buy /Sell Doc. B: Promissory note states: "Additionally, [...] the whole sum of [...] principal, accrued and unpaid interest and unpaid late fees shall become due and payable upon: (a) sale of substantially all of the assets of Maker; or or (c) there is a merger of Maker and another entity, domestic or foreign, and Maker is not the surviving entity. (Plaintiffs Evidence EFC.67-4 PageID.1545 §5 ¶2)

The RRL Buy /Sell Doc. E: Redeemed Units Pledged Agreement states: Upon default under the Promissory Note, which default is not timely cured by Company pursuant to the cure provisions of the Promissory Note, the then remaining Pledged Redeemed Units shall be transferred, assigned and conveyed by Company to the Payee [...] which Person shall become a party to the Operating Agreement and

the Buy /Sell Agreement of Company as then in effect, and such Person shall have the same proportionate voting rights, profit and loss sharing rights and distribution rights, and shall have all other rights of a Member of Company; the Pledged Redeemed Units being transformed into and becoming Units in Company, by virtue of the provisions of this Agreement without action by, or on behalf of, the Company. (Plaintiffs Evidence EFC.67-4 PageID.1558 ¶2)

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.")

Also see, Tenth District Court of Appeals decision of September 27, 2018 Case No. 18AP118, lower court 15CV1842, quoted in part here:

"Therefore, it is ORDERED, ADJUDGED AND DECREED as follows: This Court hereby confirms the December 11, 2017 Final Award in American Arbitration Association Case No. 01-16-0003-9163 in all respects, pursuant to Ohio Rev. Code §2711.09. The terms of the Final Award (filed with the Motion as Exhibit C) are specifically incorporated by reference into this Judgment Entry. The terms of the Final Award shall be binding on the parties." (Plaintiffs Evidence EFC.67-5 PageID.1575)

Example 3: In a continuation of Hartford Representative Kathy 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, EFC. 69-12 PageID.2068) This is repeated in answers 10, 11 and 14 PageID's. 2073, 74 & 75.

Example 4: Further egregious is the Hartford Representative Kathy 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 EFC.67-2 PageID.1498) Despite receiving the verification of Identity Theft Hartford's discovery response denies this." (Plaintiffs Evidence EFC.69-12 PageID.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 EFC.69-12 PageID.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 EFC.67-9 PageID.1634. See also: OCR Charge of retaliation EFC.68-8 PageID.1810, OCR Redlining Exhibits EFC.68-9 PageID.1817, HUD documentation EFC.68-9 PageID.1818, OIG Report EFC.68-9 PageID.1829, Redlining Affidavit EFC.68-9 PageID.1835, Mail Fraud, Changing Policies without authorization EFC.68-9 Page ID.1837, Preferred Carrier Rules, including Hartford low limits not acceptable

EFC. 68-9 Page/D.1845, More Redlining exhibits EFC.68-10 PageID.1850, Package only except these carriers EFC.68-10 PageID.1865, Auto Quote Hartford EFC.68-10 PageID.1859 and More Redlining exhibits EFC.68-11 PageID.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).

The Ohio Supreme Court found that Ohio Courts of equity "will grant appropriate relief where the majority or dominant group of shareholders act in their own interest or in the interest of others so as to oppress the minority or commit fraud upon their rights." *Crosby v. Beam*, 47 Ohio St. 3d at 108-109. See also, *Miller v. Pennitech Indus. Tools, Inc.*, No. 2356-M, 1995 Ohio App. LEXIS 1622, at *14 (Ohio Ct. App. Medina County Apr. 19, 1995) (explaining that if the employment agreement was not terminable at

will the plaintiff would have had a "legal right" to enforce it against the third party).

II. Count II: BREACH OF CONTRACT Sentinel Insurance Company, Ltd (AC EFC.34)

The amended complaint is about the March 2, 2015 lawsuit.

Hartford, in fact, denied coverage of the March 2, 2015 lawsuit on the IHT policy claiming Ms. Stewart was acting on behalf of TRG United Insurance and therefore coverage would not trigger. Sentinel representative Julie Dengler, decided to apply a different claim number for the same March 2, 2015 lawsuit on the TRG United Insurance policy.

However, it turns out the reason for denial was false, as Stewart was acting as an employee in a management capacity at IHT with the reporting of sexual harassment of the Operations Manager Rod Mayhill. This lawsuit should be handled, investigated, and covered on the IHT policy.

Even when Hartford Representative Kathy Lloyd submitted claims, Anne Trevithick issued two separate determination letters, one for the IHT policy and one for the TRG policy. This action by Kathy Lloyd subjected Ms. Stewart to another show cause hearing in the same March 2, 2015 lawsuit Hartford should be handling, investigating, and defending.

Hartford is also obligation to defend the member, RRL. Instead, in concert of effort with Firefly and Shumaker, Hartford participated in killing RRL. (Plaintiff's Evidence EFC.69-3 PageID.1979 §C(1)(c)) "insured [...] limited liability company[..] members are insureds.].". See also Ms. Stewarts Affidavit on

ownership. (Plaintiffs Evidence EFC.68-6 PageID.1702).

Moreover, "the obligations of insurers go beyond meeting reasonable expectations of coverage [and] ... encompass qualities of decency and humanity inherent in the responsibilities of a fiduciary." *Egan v. Mutual of Omaha Ins. Co.*, 24 Cal. 3d 809, 157 Cal. Rptr. 482, 598 P.2d 452 (1979).

III. Count III: BAD FAITH Sentinel Insurance Company, Ltd. (AC EFC.34)

In a bad faith action, the insurer's liability is not dependent on a breach of the insurance contract. *Gerken v. State Auto Ins. Co.*, No. 13CA14, 2014-Ohio-4428, ¶46 (4th Dist. Sept. 8, 2014) (citing *Captain v. United Ohio Ins. Co.*, No. 09CA14, 2010-Ohio-2691, ¶22 (4th Dist. 2010)). "Rather, the liability arises from the breach of the positive legal duty imposed by law due to the relationships of the parties." *Gerken*, 2014-Ohio-4428, ¶46 (citing *Hoskins*, 6 Ohio St. 3d at 276; *Captain*, 2010-Ohio-2691, ¶46).

¶30. Defendant Sentinel's refusal to provide a defense to the lawsuit filed against Plaintiff in March 2015 was influenced by the false narrative, as communicated by Defendant Hartford, among others, that Plaintiff formed TRG to directly compete with RRL. (AC EFC.34 PageID.476)

Ms. Stewart corresponded on 6/1/2018 Hartford's Tyler Smith, Claims Manager regarding TRG United Insurance LLC claim GL17249688 2/21/2017, IHT Insurance Agency Group, LLC (Firefly Insurance) claim Y53 LP 06979 4/28/2015 (improperly denied on 7/8/2015) and claim 163056538 (7/2016) on embezzlement of millions of dollars (unknown result) because she had not received a determination on the

March 2, 2015 lawsuit submitted on the TRG United Insurance Policy. (Plaintiff Evidence EFC.67-6 PageID.1584)

Ms. Stewart then followed up two addition times in written correspondences. Aside from a brief acknowledgement of receipt of the correspondence Ms. Stewart did not receive a reply. (Plaintiff Evidence, Third Request to Tyler Smith EFC.68-4 PageID.1691)

Hartford Representative Julie Dengler in the claims denial letter of 4/15/2015 on the IHT policy states: "Members of a limited liability company are insureds only with respect to the conduct of your business. Throughout the Business Liability Policy SS 0002 0405 "you" and "your" refer to the Named Insured shown in the Declarations, (IHT Insurance Agency Group LLC)." "The allegation within the lawsuit is that Merrilee Stewart was not acting within the conduct of the business of IHT [..] but competing against it among other things. The Insuring-- - --agreement-is-not-triggered." (Plaintiffs Evidence EFC.69-3 PageID.1976)

Defendant Hartford's first official responsive determination to the February 17, 2017 TRG United Insurance LLC claim Y53 LP 47660 was received, 1 year and 5 months (17 months) later, from Defendant Anne Trevethick on 7/18/2018. Pursuant to this implied duty of good faith and fair dealing, an insurer is obligated to do many things, including to "process all claims submitted to it promptly and competently, even in those instances where no coverage will ultimately be provided." *Travelers Ins. Co. v. Leshner*, 187 Cal. App. 3d 169 (1986).

Furthermore, in *Eastham v. Nationwide Mutual Ins. Co.* (1990), 66 Ohio App.3d 843, 586 N.E. 2d 1131, the court of appeals affirmed a jury verdict which awarded \$425,000 in compensatory damages for bad faith based on the insured's humiliation, embarrassment, nervousness, and loss of self-worth while being harassed .. .]"

CONCLUSION

Whereas, evidence presented by testimony of Hartford Representatives, Anne Trevithick, Landon Reid and Kathy Lloyd prove there exist open and triable issues.

Whereas, evidence presented by Plaintiff Merrilee Stewart establish and document the elements necessary for the in the complaint proceed.

Now therefore, Plaintiff Merrilee. Stewart moves and prays this honorable court will closely review evidence presented in this Memorandum in Opposition and deny the Defendants Motion for Summary Judgement.

Alternatively, Ms. Stewart request approval to supplement this Memo Contra with un-redacted testimony of Hartford Representative Landon Reid.

Respectfully submitted

/s/ Merrilee Stewart

Merrilee Stewart

APPENDIX P: Supplemental Brief

[(Attachment #4 4/29/2024 letter to the Clerk)
Missing Supplemental Brief of Merrilee Stewart
Petitioner 40 books delivered to Supreme Court
April 4, 2024 THE SUPREME COURT OF THE
UNITED STATES No. 23-858 *Merrilee Stewart v.*
***Hartford Financial Services Group, Inc., et al*]**

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

SUPPLEMENTAL BRIEF
OF PETITIONER MERRILEE STEWART

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*Merrilee Stewart, Pro Se on
behalf of Merrilee Stewart, Petitioner*

**QUESTION PRESENTED
FOR THIS SUPPLEMENTAL BRIEF**

The Fact is, Hartford Financial Services Group, a large international corporation, appears to have exercised power at the Supreme Court of the United States by asserting influence to:

- a) Alter the case title, by deceitfully changing the case caption from Hartford to Sentinel;
- b) Prevent the publics' view of information, by deleting 58 pages of the 72-page appendix; and
- c) Insert a published statement that "Additional material from this filing is available in the Clerk's Office".

The question arising out of this fact is:

Does Hartford's apparent deliberate deception of the Parties constitute a pattern and does this new infringement upon the due process rights of Ms. Stewart assist to solidify the just granting her Writ of Certiorari?

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
FOR THIS SUPPLEMENTAL BRIEF**

- United States Court of Appeals for the Sixth Circuit
File date April 17, 2023, REPLY MEMORANDUM
OF APPELLANT MERRILEE STEWART TO
APPELLEES RESPONSE TO THE PROPORTED
MOTION OF APPELLANT TO AMEND CASE
CAPTION, Case: 23-3211, *Merrilee Stewart v.
Hartford Financial Services Group, Inc., et al*,
Originating case 2:19-cv-00304.
- United States Court of Appeals for the Sixth Circuit
File date April 17, 2023 as attached Exhibit 1, CASE
MANAGER ROY G. FORD'S LETTER CONTAINING
THE ALTERED CASE CAPTION FROM
HARTFORD TO SENTINEL, DATED MARCH 10,
2023, THAT WAS NOTABLY MISSING FROM THE
DOCKET. Case: 23-3211 *Merrilee Stewart v.
Hartford Financial Services Group, Inc., et al*,
Originating case 2:19-cv-00304.
- United States Court of Appeals for the Sixth Circuit
File date March 20, 2023, MERRILEE STEWART'S
NOTIFICATION TO THE CLERK'S OFFICE THAT
CASE CAPTION CORRECTIONS NEED TO BE
MADE, Case: 23-3211, *Merrilee Stewart v. Hartford
Financial Services Group, Inc., et al*, Originating case
2:19-cv-00304.

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Supplemental Brief precursory declaration1

Hartford has deceptively and successfully interfered with Ms. Stewart's First Amendment Right to speech and petition.

How is it possible that Hartford Financial Services Group, a large international corporation, can change the case caption and alter the public's view of a case at this highest court of our land, the Supreme Court of the United States?

Supplemental Brief Opinions.....3

"Fraud is extrinsic where a party is prevented by trick, artifice or other fraudulent conduct from fairly presenting his claim or defenses or introducing relevant and material evidence."

Jurisdiction3

Supplemental Brief Constitution/Legal Principles

The First Amendment - the right to petition.

Hartford's ongoing tortious interference with Ms. Stewart's right to petition the courts for grievances is once again impeded by their deceptive tactics.

Supplemental brief case statement

A. Preliminary Statement.....4

This **supplemental brief** illustrates how the power and influence of a large corporation, by means of deception, can usurp the First Amendment right to speech and petition from the individual, Ms. Stewart.

B. Historical.....4

This case has national implications involving the distribution system by and through the Agency Appointment Agreement by the withholding of access to Auto and Home insurance to communities.

C. Hartford’s deliberate deception i.e., Fraud.....6

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

The changing of the case caption and blindfolding the public by withholding 58 pages of Ms. Stewart’s Writ of Certiorari from view.

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Sixth Circuit File date April 17, 2023 as attached
Exhibit 1 to Merrilee Stewarts reply Memorandum
(Appendix A), CASE MANAGER ROY G. FORD'S
LETTER CONTAINING THE ALTERED CASE
CAPTION FROM HARTFORD TO SENTINEL,
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SUPPLEMENTAL BRIEF FOR MERRILEE STEWART’S WRIT OF CERTIORARI

Now comes Petitioner Merrilee Stewart, Pro Se on behalf of Merrilee Stewart (“Ms. Stewart”) with this Supplemental Brief for the Petition for Writ of Certiorari pursuant to U.S. Supreme Court rule 15.

This supplemental brief is to call attention to a new intervening matter that was not available at the time of the last filing, Ms. Stewart's Writ of Certiorari.

This supplemental brief is timely as the petition for writ of certiorari remains pending in accordance with U.S. Supreme Court rule 15 (8). "Any party may file a supplemental brief at any time while a petition for a writ of certiorari is pending."

Ms. Stewart's petition for writ of certiorari is currently scheduled for conference on April 12, 2024.

In order to properly review and consider this supplemental brief containing this new intervening matter, the distribution should be delayed.

PRECURSORY DECLARATION

Ms. Stewart proceeds with the forgoing precursory declaration that Hartford has deceptively and successfully interfered with Ms. Stewart's First Amendment Right to speech and petition.

How is it possible that Hartford Financial Services Group, a large international corporation, can change the case caption and alter the public's view of a case at this highest court of our land, the Supreme Court of the United States?

Hartford's apparent deceptive behavior did achieve an altered case title and the blindfolding of the public from information contained in Ms. Stewart's Writ.

This same cover-up of Hartford's name, with the changing of the case title to Sentinel, was attempted at the U.S. District Court and at the 6th Circuit. Hartford's previous attempts have failed. See Appendix A, B and C for the details.

In this case before the court Hartford was able to effectuate the change of the case caption from Hartford to Sentinel and delete 58 pages of Ms. Stewart's 72-page appendix published in her petition for writ of certiorari. Upon information and belief, this is corporate corruption and an abuse of power.

Why hide your name and blindfold information for the public?

Possible answers may include, but are not limited to the following: (1) because they can; (2) to shield their identity in avoidance of public scrutiny; (3) to prevent inculpatory evidence from public view; (4) to prevent public awareness of the national implications; (5) to keep the information from the media; (6) to prevent Ms. Stewart from potential assistance from constitution scholars; and (7) to usurp Ms. Stewart's constitution due process rights specifically under the First Amendment Right to speech and petition.

The only fair, impartial and just remedy is: (1) delaying the distribution for conference of Ms. Stewart's petition for writ of certiorari, currently scheduled for April 12, 2024; (2) correcting the case title; and (3) placing all of Ms. Stewart's 72-page appendix in the docket for public view.

OPINIONS

Fraudulent conduct which prevents a party from fairly and fully presenting his claims or defenses is extrinsic fraud. "Fraud is extrinsic where a party is prevented by trick, artifice or other fraudulent conduct from fairly presenting his claim or defenses or introducing relevant and material evidence." 7 Moore 60.37[l] & n.17

Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ...").

JURISDICTION

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

CONSTITUTION AND LEGAL PRINCIPLES

The First Amendment - the right to petition.

Hartford's ongoing tortious interference with Ms. Stewart's right to petition the courts for grievances is once again impeded by their deceptive tactics.

Under the First Amendment, a citizen has the right to petition the government and the courts for redress of grievances, or seek the assistance of, one's government, without fear of reprisals.

"The assertion of federal rights, when plainly and reasonably made, are not to be defeated ...]". *NAACP v. Alabama*, 375 U.S. 449.

"The rights of the individuals are restricted only to the extent that they have been voluntarily surrendered by the "citizenship" to the agencies of government." *City of Dallas v Mitchell*, 245 S.W. 944.

STATEMENT OF THE CASE

A. Preliminary Statement

This supplemental brief illustrates how the power and influence of a large corporation, by means of deception, can usurp the First Amendment right to speech and petition from the individual, Ms. Stewart.

Hartford had the case caption altered and blindfolded the public from viewing the evidence.

If Hartford's deception is unjustly rewarded with a denial of Ms. Stewart's Writ of Certiorari, they succeed in deprivation of her due process rights.

If the case caption was not altered and the public saw the evidence, the result would be different.

B. Historical

The case itself is predominately about the tortious interference by Hartford centering around the Agency Appointment Agreements by and on behalf of Hartford and the duties under law and contract.

This tortious interference continues with current Hartford representatives including but not limited to liable, slander and blacklisting...].

This case has national implications involving the distribution system by and through the Agency Appointment Agreement by the withholding of access to Auto and Home insurance to communities.

Ms. Stewart testified on the insurance companies practice of redlining and the 106 counts of documented 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. Despite filing to accept lower limits with the Department of Insurance, the insurers used their influence over the suppliers to comply with a different set of rules. Commonly referred to as the affluent middle-class rules.

The practice of no mono-line homes i.e., package only, violates the Fair Housing Act because insurance is required if you are buying a home and financing. This redlining practice prevents persons from being able to buy a home including but not limited to: the elderly who no longer own a car; those who use public transportation instead of owning a car; and our disabled Americans who cannot drive.

N.A.A.C.P. v. American Family Mut. Ins. Co. Holding that *McCarran Act* did not preempt application of Fair Housing Act against redlining.

The Court held that the concerted refusal of insurers to deal with individuals constituted a boycott prohibited under the Sherman Act. *St. Paul Fire & Marine Ins. Co. v. Barry*, 438 U.S. 531, 536 n.5 (1978).

The Supreme Court also distinguished between the "business of insurance," which is exempt under the Act, and the "business of insurance companies," which lies within the scope of the federal antitrust laws.

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. Hartford's deliberate deception i.e., Fraud

Hartford's attempts to undermine Ms. Stewart's right to speech and petition should not stand.

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

The changing of the case caption to hide behind an unknown name of Sentinel effectively shields public awareness of Hartford's involvement.

The withholding of 58 pages of Ms. Stewart's appendix from public view effectively limits the information from public consideration and may serve to alter and interfere with the proper conclusion.

These acts of alteration also serve to present Ms. Stewart in a false light before the public. *Welling v. Weinfeld*, 866 N.E.2d 1051 (Ohio 2007).

The evidence withheld from public view by Hartford is Inculpatory and establishes involvement and guilt on their part.

The hiding behind a different name with the public shields Hartford from many sets of eyes that would normally follow a case of such national significance.

Whereas, the First Amendment's right of access to the courts which is indeed one aspect of the right of petition.

Whereas, Hartford's deceptive acts of case alteration and hiding of evidence remain.

Now therefore, if not corrected, justice will suffer and Ms. Stewart's constitutional rights are violated.

REASONS FOR GRANTING THE WRIT AND REVIEW OF THIS SUPPLEMENTAL BRIEF

Hartford, a large omnipotent international corporation was able to change the case caption and withhold 58 pages of Ms. Stewart's Writ from public view. This infringes upon the due process rights of Ms. Stewart by way of deliberate deception i.e., fraud.

A citizens' right of petition is no longer confined to demands for "a redress of grievances," in any accurate meaning of these words, but comprehends demands for an exercise by the government of its powers in furtherance of the interest and prosperity of the petitioners.

The right extends to the approach of citizens to administrative agencies (which are both creatures of the legislature, and arms of the executive) and to courts (emphasis), the third branch of Government.

The right to petition extends to all departments of the Government. The right of access to the courts (emphasis) is indeed but one aspect of the right of petition. See Congressional Research Service. "U. S. Constitution Annotated: Amendment I, Rights of Assembly and Petition". Legal Information Institute. Cornell Law School. Retrieved 17 June 2020.

While the prohibition of abridgment of the right to petition originally referred only to the federal legislature (the Congress) and courts, the incorporation doctrine later expanded the protection of the right to its current scope, over all state and federal courts and legislatures and the executive branches of the state. See "The Right to Petition". Illinois First Amendment Center. Archived from the original on April 11, 2013.

CONCLUSION

Whereas, with this supplemental brief calling attention to a new intervening matter that was not available at the time of the last filing and on the additional basis that it is contrary to the Constitutional right in the First Amendment to petition the government for the redress of grievances.

Now therefore, for the preceding reasons,
Petitioner Merrilee Stewart prays for relief with:

- a) the delay in the distribution of her petition for writ of certiorari for conference currently scheduled for April 12, 2024;
- b) the review and just consideration of this supplemental brief; and
- c) for her petition for a writ of certiorari to be granted.

Respectfully Submitted,

/s/ Merrilee Stewart

Merrilee Stewart
182 Corbins Mill Drive
Dublin, OH 43017
Phone: 614 395-9071
Fax: 740 965-4437
Email: Merrilee@TRGUnited.com

[P.1.MISSING APPENDIX I: Supplemental Brief
(Attachment #4 4/29/2024 letter to the Clerk) File
date April 17, 2023 (prior pages 73a-85a)
**UNITED STATES COURT OF APPEALS FOR
THE SIXTH CIRCUIT 23-3211 *Merrilee Stewart*
v. Hartford Financial Services Group, Inc., et al]**

CASE NO. 23-3211

IN THE
UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

RECEIVED

4/17/2023

DEBORAH S. HUNT, Clerk

MERRILEE STEWART

Plaintiff-Appellant

v.

THE HARTFORD FINANCIAL SERVICES GROUP,
INC., et al.

Defendants-Appellees

**On Appeal from the United States District
Court for the Southern District of Ohio**

**REPLY MEMORANDUM OF APPELLANT
MERRILEE STEWART TO APPELLEES
RESPONSE TO THE PROPORTED MOTION
OF APPELLANT TO AMEND CASE CAPTION**

Merrilee Stewart
182 Corbins Mill Drive
Dublin, Ohio 43017
Phone: (614) 395-9071
Fax: (740) 965-4437
E-mail: Merrilee@TRGUnited.com
*Merrilee Stewart Pro Se
on behalf of Plaintiff Merrilee Stewart*

I. INTRODUCTION

Now Comes Merrilee Stewart, Pro Se on behalf of Appellant Merrilee Stewart ("Ms. Stewart") with the forgoing Reply Memorandum to Appellees Response to the Purported Motion of Appellant to Amend Case

Caption filed by counsel for Appellee Hartford Financial Services Group Inc, et. al. ("Hartford") (Appellees Response to Motion: 6 Cir. RE 12).

II. PRECURSORY DECLARATION

The Proceeding Memorandum lays out Direct Evidence of attempts by lead counsel Katheryn Lloyd to alter and divert the case from Hartford. All have failed.

Notably missing from the case docket is the March 10, 2023, letter sent from 6 Cir. Case Manager Roy G. Ford to Ms. Stewart and Hartford lead counsel Katheryn Lloyd which contained an altered case caption for First named Appellee.

The notably missing correspondence, containing the already altered case caption, is attached heretofore as exhibit 1 and the first paragraph is quoted below:

"This appeal has been docketed as case number 23-3211 with the caption that is enclosed on a separate page. Please review the caption for accuracy and notify the Clerk's office if any corrections should be made. The appellate case number and caption must appear on all filings submitted to the Court."

The real question(s) should be, who requested the clerk to make the case caption alteration and why is the alteration of so important to Hartford?

III. FACTS RELAVANT TO THE CASE CAPTION

Ms. Stewart, as directed by the March 10, 2023, missing letter, reviewed the caption for accuracy and notified the Clerk's office of the necessary correction.

This caption correction notification to the Clerk's office correspondence of Ms. Stewart's was docketed as a Motion to Amend the Case Caption. (Appellee letter to Clerk: 6 Cir. RE 12) Quoted, in part, below.

"The caption on the case is as presented in the March 10, 2023, correspondence is not accurate. The correct caption for Defendant Appellee is Hartford Fin Serv Grp, Inc, et al, which is consistent with Judge Sarah D. Morrison's Opinion and Order, subject of this appeal, Doc#: 72, PAGE ID#:2178 (Case No. 2:19-cv-304)." (Id. Pg. 2, ¶ 3)

"There was an amended complaint that led with Hartford Fire Insurance, et. al. however, the entire case is under appeal. It would never be accurate to caption this case "Sentinel" et al." (Id. Pg. 2, ¶ 4)

Appellee filed a Memorandum in Response to Ms. Stewarts purported Motion to Amend the Case Caption on April 7, 2023. (Appellee's Response: 6 Cir. RE 14)

What is the proper case caption for the Defendant Appellee's?

With this April 17, 2023, Reply Memorandum of Appellant Merrilee Stewart it is respectfully ripe for the decision of this honorable court.

IV. HISTORY – UNDER THE DIRECTIVES OF HARTFORD FINANCIAL SERVICES GROUP, INC., et al.

A. Original Compliant

Ms. Stewart filed the Original Complaint on January 31, 2019, under the first named Defendant of

Hartford Financial Services Group, Inc. (Original Complaint: RE 1, pg. ID 2) “Now comes Merrilee Stewart, Pro Se Plaintiff on behalf of Merrilee Stewart (“Ms. Stewart”) with her complaint against The Hartford Financial Services Group, Inc. and Sentinel Insurance Company, Limited [..]” *Id.* at Introduction.

“This action brought by Plaintiff Merrilee Stewart is under federal and state law and includes but is not limited to the tort of: 1) Bad Faith · 2) Breach of Duty of Good Faith and Fair Dealing · 3) Tortious Interference with a contractual and a business relationship 4) Intentional Infliction of Emotional Distress; 5) Conversion; 6) Fraud and Misrepresentation; 7) Civil Conspiracy; and 8) Misprision of an Anti-Trust Felony.” *Id.* at ¶1

B. Attempt to Remove Hartford Financial Services Group, Inc as a Defendant

Appellee Lead Counsel, Katheryn Lloyd, filed a Motion to Dismiss Hartford Financial Services Group, Inc on February 21, 2019. “Defendant Sentinel Insurance Company, Limited, wrongly named as “The Hartford Financial Services Group, Inc.[..]” (Motion to Dismiss: RE 3, Pg. ID 113)

However, the U.S. District Court Judge denied the motion on January 17, 2020. (Opinion and Order: RE 19, Pg. ID 427) Quoted, in part, below.

“Ms. Stewart claims that she is a “contracted supplier” with Hartford as a result of her business relationship with IHT/Firefly, meaning that she offers Hartford’s products and services to the general public in multiple states. (*Id.* ¶¶ 34–35). Ms. Stewart is also a contracted supplier of Hartford’s products

and services through TRG United Insurance, LLC (“TRG”); since 2014, Ms. Stewart has had an ownership interest in TRG in addition to RRL. (Id. ¶¶ 37, 42).”

“In addition to selling Hartford products to third parties, IHT/Firefly and TRG are insureds of Hartford. (Id. ¶¶ 39–43). Ms. Stewart claims that she is an insured under the business policies of both companies because of her roles at the companies. (Id.).” (Opinion and Order: RE 19, Pg. ID 428, 429)

“§A. The Intended Corporate Defendant: The first argument raised in Sentinel’s Motion to Dismiss is that the Complaint should be dismissed because the “face of the complaint purports to name ‘The Hartford Financial Services Group Inc. Sentinel Insurance Company, Limited’ as a defendant.”

“However, in the first unnumbered paragraph of the Complaint, Ms. Stewart appears to intend to name two companies as defendants, namely “The Hartford Financial Services Group, Inc. and Sentinel Insurance Company, Limited.” (2, ECF No. 1) (emphasis added).” (Opinion and Order: RE 19, Pg. ID 430)

“Accordingly, [...] Hartford’s Motions to Dismiss is DENIED. (ECF No.12). (Opinion and Order RE 19, Pg. ID 435)

C. The Amended Complaint names Hartford Fire Insurance Company as the first named Defendant

In the absence of having the complete Agency Appointment Agreement and only an addendum, counsel for Appellee (at that time), Todd A. Brenner, believed the Agent/Agency relationship was with

Hartford Fire Insurance Company and not with the parent company Hartford Financial Services Group, Inc.

Therefore, on August 31, 2020, the complaint was amended to first named Defendant of Hartford Fire Insurance Company and captioned Hartford Fire Insurance Company, et. al. (Amended Complaint, RE 34, Pg. ID 472)

The amended complaint proceeded to clarify the tortious interference by Hartford representatives, on the Agency Management side, under the Agent Appointment Agreement. This tortious interference continues today with current Hartford Agency Representatives including but not limited to liable, slander, blacklisting and interference with Ms. Stewart's business relationships. (Amended Complaint: RE 34, Pg. ID 474)

“¶14. Defendant Hartford's marketing representative, Doug Randolph, established the contractual relationship and business relationship as a supplier agent/agency of products and services in multiple states on behalf of TRG.

¶15. On or about October 16, 2014, the controlling members of RRL met privately to devise a strategy of ousting Plaintiff from the company.

¶16. As set forth in a lawsuit filed against Plaintiff on March 2, 2015 (“Lawsuit”), the purported reason for Plaintiff's dismissal from RRL was the false accusation that TRG was formed to directly compete with Firefly and that this was a cause for removal.

¶17. This Lawsuit was the first time Plaintiff was made aware of the stated reason for her dismissal from the company.

¶18. Plaintiff was subsequently made aware that the false accusation pertaining to TRG was communicated to the controlling members of RRL by Hartford representatives and/or employees, including Mr. Randolph, who were acting within the course and scope of their employment with Defendant Hartford.”

See also § Count I: Interference with Business relationships, Hartford Fire Insurance Company.

¶22. Defendant Hartford, through its representatives, including Doug Randolph, was aware of Plaintiff's ownership in RRL/Firefly and TRG and was aware of Plaintiff's relationships with the controlling members of RRL.

¶23. Defendant Hartford, through its representatives, intentionally interfered with Plaintiff's business relationships by falsely advising the controlling members of RRL that TRG was formed for the purpose of directly competing with RRL.

¶24. As a result of Defendant Hartford's interference with Plaintiff's business relationships, Plaintiff has suffered damages and continues to suffer damages. (Amended Complaint: RE 34, Pg. ID 475)

See also § Count II: Breach of Contract

¶26. Defendant Sentinel's refusal to provide a defense to the lawsuit filed against Plaintiff in March 2015 was influenced, in part, by the false narrative, as communicated by Defendant Hartford, among others, that Plaintiff formed TRG to directly compete with RRL.

¶27. Defendant Sentinel's refusal to provide a defense to the lawsuit filed against Plaintiff in March 2015, and its failure to adequately investigate Plaintiff's

request for a defense, was in violation of the terms of the Policy and constituted a breach of contract. (Amended Complaint: RE 34, Pg. ID 475 & 476)

See also § Count III: Bad Faith

¶30. Defendant Sentinel's refusal to provide a defense to the lawsuit filed against Plaintiff in March 2015 was influenced by the false narrative, as communicated by Defendant Hartford, among others, that Plaintiff formed TRG to directly compete with RRL.

¶31. Defendant Sentinel, by virtue of its investigation of Plaintiff's request to defend and the claims brought against Plaintiff in the March 2015 lawsuit, should have known that its reason for denying coverage was based on false information.

¶32. Defendant Sentinel's reliance on false information when making its coverage decision was patently unreasonable. (Amended Complaint: RE 34, Pg. ID 476)

C. The Withholding of Evidence by counsel for Hartford, Katheryn Lloyd

In the under-oath deposition testimony conducted by Ms. Stewart revealed that both of the Hartford Fire Insurance representatives brought forth by lead counsel Katheryn Lloyd were uninformed of the facts of this case. Emphasis.

“§III. Anne Trevithick and Landon Reid:” “An essential, pivotal point in this case is the July - August 2019 cognizable discovery of RRL Holding Company of Ohio LLC becoming a dead entity on 12/31/2018. However, during deposition, Anne

Trevithick and Landon Reid both stated that they were not aware of this pertinent evidence. Emphasis.

These documents were provided to Hartford's legal representative, Kathy Lloyd, in discovery last year and apparently were not provided to Anne Trevithick or Landon Reid. Testimony from both Hartford representatives stated this information would have triggered a closer look at the case. (Response to MSJ: RE 70, Pg. ID 2128)

Anne Trevithick and Landon Reid were also not aware of the more the 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)

However, Hartford counsel, Katheryn Lloyd, on Wednesday, Aug 7, 2019, received notification of this on Demand the formal request to re-open the Employee Dishonesty Case along with Detective Chris Bond because of the false affidavit of Fritz Griffioen used to halt the police investigation and the insurance company investigation. (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)

D. The Intentional Spoilation of Evidence to Cover-up the liability of Hartford Financial Services Inc in the Agency Appointment Agreement.

Hartford Representative Katheryn Lloyd improperly redacted the majority of the Sworn

Testimony of Landon Reid relating to the Agency Appointment Agreement. Specifically, 217 lines were redacted of the total of 312 lines.

This was followed by the withholding of the associated Agency Appointment Agreement contracts from view (Landon Reid deposition exhibits 4 & 5). The is Intentional Spoilation of Evidence to Cover-up the liability of Hartford Financial Services Inc in the Agency Appointment Agreement.

This information was also withheld from the U. S. District Court trial court judge, Sarah D. Morrison.

At trial, Landon Reid could have been questioned on the stand and subsequently, Ms. Stewart could submit a motion to leave to amend based upon the facts. Afterall, within the Agency Appointment Agreement is a duty to report and a duty to defend. However, after 4 years this case was dismissed caused by Hartford Counsel, Katheryn Lloyd's evidence spoilation and the practice of making Hartford Representative Willfully Blind.

The redaction of the sworn testimony of Landon Reid: Testifying on Exhibit No. 4 and 5: The Agency Appointment Agreement on behalf of Hartford Financial Services Inc. (RE 66-3) included: Redacted 21 out of 24 lines (Pg. ID 1421), Redacted 20 out of 24 lines (Pg. ID 1422), Redacted all 24 lines (Pg. ID 1423), Redacted all 24 lines (Pg. ID 1424), Redacted all 24 lines (Pg. ID 1425), Redacted all 24 lines (Pg. ID 1426), Redacted 8 of 24 lines (Pg. ID 1427), Redacted 7 of 24 lines (Pg. ID 1428), Redacted 13 of 24 lines (Pg. ID 1429), Redacted 19 of 24 lines (Pg. ID 1430), Redacted 2 of 24 lines (Pg. ID 1431), Redacted

all 24 lines (Pg. ID 1432), and Redacted 7 of 24 lines (Pg. ID 1433).

V. Law and Argument

The Agency Appointment Agreement is by and between the companies of The Hartford Financial Services Group, Inc. including but not limited to Hartford Fire Insurance Company.

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. *Brady v. Maryland*, 373 U.S. 83 (1963)

Ohio law permits intentional spoliation claims. *Smith v. Howard Johnson Co.*, 67 Ohio St.3d 28, 615 N.E.2d 1037 (1993). The elements of intentional spoliation of evidence have been: (1) pending or probable litigation involving the plaintiff was in existence, (2) defendant had knowledge that litigation existed or was probable, (3) willful destruction of evidence by defendant designed to disrupt plaintiff's case, (4) disruption of plaintiff's case, and (5) damages proximately caused by the defendant's acts.

"Willful blindness is equivalent to knowledge." *United States v. Jewell* Citation. 130 S. Ct. 3297; 176 L. Ed. 2d 1188; 2010 U.S. 78 U.S.L.W. 3667

In *Global-Tech Appliances, Inc. v. SEB S.A.*, No. 10-6 (U.S. Sup. Ct. May 31, 2011) instead of an actual knowledge requirement, the Court adopted the

criminal doctrine of “willful blindness” and held that a defendant is liable for induced infringement if it (1) subjectively believed that there is a high probability that the acts it induces infringe a patent; and (2) took deliberate actions to avoid learning of that infringement.

Conclusion

Whereas the forgoing memorandum presents valid facts and reasons why there should not be a change in the case caption to lead with Sentinel Insurance Company, Limited, et. al. to effectively hide the name Hartford.

Now therefore, at this stage, in the pre-briefing of the appeal, Ms. Stewart prays this court will leave the case title intact as Hartford Financial Services Inc, et. al.

Alternatively, Hartford Fire Insurance Company, et. al.

Respectfully submitted.

/s/ Merrilee Stewart

Merrilee Stewart

182 Corbins Mill Dr, Dublin, Ohio 43017

Phone: (614) 395-9071

E-mail: Merrilee@TRGUnited.com

[P.2. MISSING APPENDIX J: Supplemental Brief (Attachment #4 4/29/2024 letter to the Clerk) **File date April 17, 2023 as exhibit 1 to the reply Memorandum of Merrilee Stewart on the Case Caption (appendix I) (prior pages 86a-88a) UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT.** Case manager Roy G. Ford’s letter containing the **Altered case caption from Hartford to Sentinel**, dated March 10, 2023, that

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was notably missing from the docket. 23-3211
Merrilee Stewart v. Hartford Fin Srv Grp, Inc]

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT
100 EAST FIFTH STREET, ROOM 540
POTTER STEWART U.S. COURTHOUSE
CINCINNATI, OHIO 45202-3988

Deborah S. Hunt Clerk
el. (513) 564-7000

www.ca6.uscourts.gov

Re: Case No. 23-3211, Merrilee Stewart v. Hartford
Fin Serv Grp, Inc., et al Originating Case No.: 2:19-
cv-00304

Dear Madam,

This appeal has been docketed as case number 23-3211 with the caption that is enclosed on a separate page. Please review the caption for accuracy and notify the Clerk's office if any corrections should be made. The appellate case number and caption must appear on all filings submitted to the Court.

As the appellant, when you submit motions, briefs or any other documents to the Clerk's office, send only 1 original, which you have signed. Copies are no longer necessary. Do not staple, paper clip, tab or bind pro se motions or briefs sent to the Clerk's office -- these documents are scanned and staples etc. create paper jams. You must mail opposing counsel a copy of every document you send to the Clerk's office for filing.

Opposing counsel will docket pleadings as an ECF filer. Check the ECF page on the court's web site

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www.ca6.uscourts.gov for additional information about ECF filing if you are not familiar with it. The following forms are due by March 24, 2023.

Appellee:

Appearance of Counsel

Disclosure of Corporate Affiliation

Application for Admission to 6th Circuit
Bar (if applicable)

The Clerk's office cannot give you legal advice but if you have questions about the forms, please contact the office for assistance.

Sincerely yours,
s/Roy G. Ford
Case Manager
Direct Dial No. 513-564-7016

cc: Ms. Katheryn M. Lloyd
Mr. Tadd Landrum Minton

Enclosure

OFFICIAL COURT OF APPEALS
CAPTION FOR 23-3211

MERRILEE STEWART

Plaintiff – Appellant

v.

SENTINEL INSURANCE COMPANY LTD;
HARTFORD FIRE INSURANCE COMPANY

Defendants – Appellees

HARTFORD FINANCIAL SERVICES GROUP, INC.,
Sentinel Insurance Company, Limited, Sentinel
Insurance Company Limited; TYLER G. SMITH;
ANNE E. TREVETHICK; JULIE DENGLER

Defendants.

**P.3. MISSING APPENDIX K: Supplemental
Brief** (Attachment #4 4/29/2024 letter to the Clerk)
File date March 20, 2023 (prior pages 89a-91a)
**UNITED STATES COURT OF APPEALS FOR
THE SIXTH CIRCUIT 23-3211 *Merrilee Stewart
v. Hartford Financial Services Group, Inc., et al***

Merrilee Stewart
182 Corbins Mill Drive
Dublin, Ohio 43017
M: 614 395-9071

17 March 2023

Office of the Clerk
Deborah S. Hunt, Clerk
United States Court of Appeals for the Sixth Circuit
540 Potter Stewart U. S. Courthouse
100 E. Fifth Street
Cincinnati, Ohio 45202-3988

Re: Case No. 23-3211, Merrilee Stewart v. Hartford
Fin Serv Grp, Inc, et al Originating Case, No: 2:19-cv-
00304, Correspondences of March 10, 2023 from case
Manager Roy G. Ford.

Mr. Ford directed notification to the clerk's office if
corrections should be made to the case caption and
corrections do need to be made.

The caption on the case is as presented in the March 10, 2023 correspondence is not accurate. The correct caption for Defendant Appellee is Hartford Fin Serv Grp, Inc, et al, which is consistent with Judge Sarah D. Morrison's Opinion and Order, subject of this appeal, Doc#: 72, PAGE ID#: 2178 (Case No. 2:19-cv-304).

Sentinel Insurance Company Ltd. ("Sentinel") is in apropos. There was an amended complaint that led with Hartford Fire Insurance, et al however, the entire case is under appeal. It would never be accurate to caption of this case "Sentinel" et al.

Thank you for your assistance in making the proper correction to the case caption.

Sincerely,

/s/ Merrilee Stewart

Merrilee Stewart

CC: Ms. Katheryn M. Lloyd

Mr. Tadd Landrum Minton

APPENDIX Q

[Attachment #5 (4/29/2024 letter to the Clerk): The Proof of the incorrect case title of *Merrilee Stewart v. Sentinel Insurance Company Ltd.* Which should be *Merrilee Stewart v. Hartford Financial Services Group, Inc., Et Al.*]

No. 23-858

Merrilee Stewart, Petitioner

v.

Sentinel Insurance Company Ltd., et al.

Docketed: February 8, 2024

Lower Ct: United States Court of Appeals for the
Sixth Circuit Case Numbers: (23-3211)

Decision Date: November 20, 2023

DATE PROCEEDINGS AND ORDERS

Feb 03 2024 Petition for a writ of certiorari filed.
(Response due March 11, 2024)

Petition Appendix Certificate of Word Count Proof of
Service

Mar 27 2024 DISTRIBUTED for Conference of
4/12/2024.

Apr 15 2024 Petition DENIED.

NAME ADDRESS PHONE

Attorneys for Petitioner

Merrilee Stewart

Counsel of Record

182 Corbins Mill Drive

Dublin, OH 43017

merrilee@TRGUnited.com

(614) 395-9071

Party name: Merrilee Stewart

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APPENDIX R

[Attachment #6 (4/29/2024 letter to the Clerk):
Proof of Scott S. Harris, Clerk of the Court is
also using the wrong case caption in his
correspondence of April 15, 2024]

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

Scott S. Harris
Clerk of the Court
(202) 479-3011

April 15, 2024

Ms. Merrilee Stewart
182 Corbins Mill Drive
Dublin, OH 43017

Re: Merrilee Stewart v. Sentinel Insurance
Company Ltd., et al. No. 23-858

Dear Ms. Stewart:

The Court today entered the following order in the above-
entitled case: The petition for a writ of certiorari is
denied.

Sincerely,
/s/ Scott S. Harris
Scott S. Harris, Clerk