

25-1038

ORIGINAL

In The
Supreme Court of the United States

Supreme Court, U.S.
FILED
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EDWARD RONNY ARNOLD, Pro Se,

Petitioner;

v.

MOUNTAIN LAURAL
ASSURANCE COMPANY; ALLSTATE
INSURANCE COMPANY;
LEIGH MORTON-MORRIS,

Respondents.

On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Sixth Circuit

PETTITON FOR A WRIT OF CERTIORARI

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February 10, 2026

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SUPREME COURT, U.S.

QUESTIONS PRESENTED

1. Whether the district court erred in not addressing defendant Deborah Malchow's December 29, 2023 default of service of civil action *Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laurel Assurance Company, Allstate Insurance Company* 3:23-cv-1374 filed December 27, 2023?

2. Whether the district court understood the trial court acted as a state agent in granting eight protective orders that violated U.S. Const. amend. XIV, § 1 right to exclusionary evidence prior to trial?

3. Whether the district court erred in not understanding the law firm and attorneys violated Tenn. Sup. Ct. R. 4.1 in not revealing the death of their client?

4. Whether the District Court understood Allstate Insurance Company's "Take It Or Leave It" policy violates Allstate Insurance Company Policy Number: 030671568 issued July 15, 2014?

PARTIES TO THE PROCEEDING

The party to this proceeding is identified in this petitions caption.

Progressive Direct Auto Mountain Laurel Assurance Company has its headquarters situated in Cuyahoga County, Ohio, United States. Progressive Direct Auto Mountain Laurel Assurance Company is licensed as an insurance provider of motor vehicle insurance in the state of Tennessee. The company complies with Tenn. Code Ann. § 56-6-118 reciprocity of motor vehicle insurance providers subject to Tenn. Code 56, chapter 8, Part 1 Unfair Trade Practices and Unfair Claims Settlement Act of 2009 Tenn. Code Ann. § 56-8-105 (2012), Unfair claims practice. In this context, as mandated by Tenn. Code Ann. § 55-12-102(12) and Tenn. Code Ann. § 55-12-201, the

respondent, Progressive Direct Auto Mountain Laural Assurance Company was authorized to sell, transact, or otherwise conclude Progressive Direct Auto Mountain Laural Assurance Company Policy Number: 931879571 Claim Number: 193674356 issued October 28, 2019. Motor vehicle commerce in the United States is defined by 18 U.S.C. Code § 1033(f)(1), (1)).¹

Allstate Insurance Company has its headquarters situated in Cook County, Illinois, United States. Allstate Insurance Company is licensed as an insurance provider of motor vehicle insurance in the state of Tennessee. The company complies with Tenn. Code Ann. § 56-6-118 reciprocity of motor vehicle insurance providers subject to Tenn. Code 56, chapter 8, Part 1 Unfair Trade Practices and Unfair Claims Settlement Act of 2009 Tenn. Code Ann. § 56-8-105 (2012), Unfair claims practice. In this context, as mandated by Tenn. Code Ann. § 55-12-102(12) and Tenn. Code Ann. § 55-12-201, the respondent, Allstate Insurance Company, was authorized to sell, transact, or otherwise conclude Allstate Insurance Company Policy Number: 030671568 claim number: 0565632023 issued October 23, 2019. Motor vehicle commerce in the United States is defined by 18 U.S.C. Code § 1033(f)(1), (1)).

¹ The usage of an acronym by the Magistrate Judge of the United States District Court for the Middle District of Tennessee Nashville Division misidentifies Progressive Direct Auto Mountain Laural Assurance Company as MLAC Mountain Laural Assurance Company.

Proceedings in other courts that are directly related to this case.

Brooks v. Tenn. Farmers Mut. Ins. Co., No. M2013-02326-COA-R3-CV. Court of Civil Appeals of Tennessee at Nashville. Judgement November 26, 2014.

Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laural Assurance Company, No. 19-C3007. Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District. Judgement entered February 4, 2020.

Edward Ronny Arnold v Deborah Malchow Et. Al., M2022-00907-COA-E3-CV. Appellate Civil Court of Tennessee at Nashville. Judgement entered August 9, 2023.

Edward Ronny Arnold v Allstate Insurance Company, No. 3:23-cv-01244. U.S. District Court for the Middle District of Tennessee Nashville Division. Judgement entered July 7, 2024.

Edward Ronny Arnold v Allstate Insurance Company, No. 3:24-cv-00720. U.S. District Court for the Middle District of Tennessee Nashville Division. Judgement entered March 12, 2025

Edward Ronny Arnold v Deborah Malchow, et al., Allstate Insurance Company; Progressive Direct Auto Mountain Laural Assurance Company, No. 3:23-cv-1374. U.S. District Court for the Middle District of

Tennessee Nashville Division. Judgement entered March 26, 2025.

Edward Ronny Arnold v Deborah Malchow, et al., Allstate Insurance Company; Progressive Direct Auto Mountain Laurel Assurance Company, No. 3:23-cv-1374. U.S. District Court for the Middle District of Tennessee Nashville Division. Judgement entered Apr. 14, 2025.

Edward Ronny Arnold v Allstate Insurance Company 25-57. Judgement entered October 14, 2025.

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A. Plaintiff Objection	
B. As recorded in the technical record, defendant Deborah Malchow was served through the law firm December 29, 2023. Malchow's attorney and the attorney's law firm violated federal Rule 12, having failed	

to serve an answer within twenty-one (21) days of being served.

- II. The district court misunderstood the trial court acted as a state agent in granting eight protective orders that violated U.S. Const. amend. XIV, § 1 right to exclusionary evidence prior to trial.
 - A. Plaintiff objection
 - B. The trial court's six (6) protective orders granted August 11, 2021 prevented access to documents and witnesses prior to the scheduled September 20, 2021 trial *Edward Ronny Arnold v Deborah Malchow* 19-C3007.
- III. The district court erred in not understanding the law firm and their attorneys violated Tenn. Sup. Ct. R. 4.1 in not revealing the death of their client.
 - A. Plaintiff objection
 - B. The law firm, and their attorney's failure to comply with Tenn. Sup. Ct. R. 4.1, extended civil action *Edward Ronny Arnold v Deborah Malchow* 19-C3007 beyond two years.
- IV. The District Court did not understand Allstate Insurance Company's "Take It Or Leave It" policy violates Allstate Insurance Company Policy Number: 030671568 issued July 15, 2014?

A. Plaintiff objection

The emerging doctrine of “Take It Or Leave It” has been addressed by the Appellate Civil Court of the state of Tennessee. As ruled in *Brooks v. Tenn. Farmers Mut. Ins. Co.*, 2014 Tenn. App. LEXIS 776 (Tenn. Ct. App. Nov. 26, 2014), Farmer’s Mutual Insurance Company’s use of “Take It Or Leave It” was ruled the “take it or leave it” statement on a check was coercive and intended to mislead. In this civil action, the plaintiff accepted a check for damages which included a statement to limit any and all future claims. The civil action of *Brooks v. Tenn. Farmers Mut. Ins. Co.*, 2014 Tenn. App. LEXIS 776 (Tenn. Ct. App. Nov. 26, 2014) was filed under the Tennessee Consumer Protection Act.

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Edward Ronny Arnold, Pro Se, respectfully petitions for a writ of certiorari to review the judgement of the Sixth Circuit in this case.

OPINION AND ORDERS BELOW

The Sixth Circuit's January 7, 2026 panel opinion for 25-5292/5390 filed 04/8/2025 is not published and reproduced at App. 1 - 14. Neither party sought a rehearing under Rule 41 and the Court issued its mandate on the date of January 29, 2026.

JURISDICTION

This Court has jurisdiction under Rule 10 - Considerations Governing Review on Certiorari compelling reason (a), (c).

(a) a United States court of appeals has entered a decision in conflict with the decision of another United States court of appeals on the same important matter; has decided an important federal question in a way that conflicts with a decision by a state court of last resort; or has so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, as to call for an exercise of this Court's supervisory power.

(c) a state court or a United States court of appeals has decided an important question of federal law that has not been, but should be, settled by this Court, or has decided an important question in a way that conflicts with relevant decisions of this Court.

In this case, the United States District Court for the Sixth Circuit dismissed a civil action. The issue before this court is the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District, in granting the defendants, Deborah Malchow, Allstate Insurance Company, motions for protective orders, August 11, 2021, prior to the scheduled trial date of September 20, 2021, prevented access to witnesses, documents to Allstate Insurance Company Policy Number: 030671568 Claim Number: 0565632032 issued October 23, 2019 and Progressive Direct Auto Mountain Laurel Assurance Company policy number: 931879571 Claim Number: 193674356 issued October 28, 2019 violating Article I, section 8 and Article XI, section 8 of the Tennessee Constitution right to exclusionary evidence prior to trial and U.S. Const. amend. XIV, § 1 right to exclusionary evidence prior to trial.

At further issue is the law firm and their attorney's violation of Tenn. Sup. Ct. R. 4.1 and Tenn. Sup. Ct. R. 3.3 in withholding the February 28, 2022 death of their client, Deborah Malchow, until the date of January 5, 2024.

Tennessee Rules of Professional Conduct for Tennessee Supreme Court Rule 8. Rules of Professional Conduct through Preamble and Scope.

Rule 10. (d) prohibits the law firm and their attorneys claiming they represent their deceased client after the date of February 28, 2022. This continued claim of representation without approval is fraud upon the courts and fraud upon the estate of Deborah H. Morton aka Deborah H. Malchow.

A secondary issue is the movement of defendants Progressive Direct Auto Mountain Laural Assurance Company and Allstate Insurance Company's policy of "Take It Or Leave It" forcing policy claimants to accept settlement offers in motor vehicle accidents below market value (*Brooks v. Tenn. Farmers Mut. Ins. Co.*, 2014 Tenn. App. LEXIS 776 (Tenn. Ct. App. Nov. 26, 2014))

Case 25-5292 was dismissed January 7, 2026, 2025. This Petition On Writ of Certiorari in the Supreme Court of the United States was filed within the time period of ninety (90) days before the judgment of the United States District Court for the Sixth Circuit would mandate on the date of April 5, 2026.

STATUTORY PROVISIONS INVOLVED

28 U.S.C § 1291 provides, in part, courts of appeals shall have jurisdiction of appeals from all final decisions of the district courts of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, and the District Court of the Virgin Islands, except where a direct review may be had in the Supreme Court.

(June 25, 1948, ch. 646, 62 Stat. 929; Oct. 31, 1951, ch. 655, § 48, 65 Stat. 726; July 7, 1958, Pub. L. 85-508, § 12(e), 72 Stat. 348.)

In addition to the jurisdiction conferred by this chapter, the courts of appeals also have appellate jurisdiction in proceedings under Title 11, Bankruptcy, and jurisdiction to review: *see* App. 42-49.

On the date of October 23, 2019, a three-vehicle accident occurred at the intersection of Eighth Avenue South and Bass Street in Davidson County, Tennessee. As witnessed by the owner / operator of vehicle 3: 2014 Toyota 4Runner, the owner / operator of vehicle 1: 2011 Audi Q5 entered ongoing traffic striking vehicle 2: 2014 Honda Odyssey. Pushing vehicle 2 into vehicle 3. The owner / operator of vehicle 2: Edward Ronny Arnold, was transported from the scene of the three-vehicle accident to a local hospital in an emergency vehicle with reported injuries to his right and left hand. All three vehicle were damaged and towed from the scene of the three-vehicle accident.

Civil action *Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laurel Assurance Company* 19-C3007 began as a refusal of representatives of Progressive Direct Auto Mountain Laurel Assurance Company to comply with Tenn. Code Ann. § 56-7-1206 Request for Pre-Suit Disclosure of Insurance Policy Limits of Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 on the date of November 26, 2019.

On the date of January 17, 2020, the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District ruled civil action *Edward Ronny Arnold v Deboarh Malchow, Progressive Direct Auto Mountain Laural Assurance Company* 19-C3007 was uninsured motorist

In a motion hearing on the date of July 17, 2020 for damages and storage fees for vehicle 2: 2014 Honda Odyssey, the trial court, Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District ignored the plaintiff / policy claimant's request for Progressive Direct Auto Mountain Laural Assurance Company to comply with Tenn. Code Ann. § 56-7-1206 Request for Pre-Suit Disclosure of Insurance Policy Limits. The trial court issued a bench order for the plaintiff / policy claimant to cease any and all contact with representatives of Progressive Direct Auto Mountain Laural Assurance Company regarding Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 claim number: 193674356 issued October 28, 2019.

At this point, both Progressive Direct Auto Mountain Laural Assurance Company and Allstate Insurance Company became state agents involved in state action, "If an individual or organization merely enters into a contract or asserts a contractual right outside of court it is not state action, but if an individual or organization sues to judicially enforce a contractual right it can be state action." (*Shelley v. Kraemer*, 334 U.S. 1 (1948)).

This initial denial of records was followed by an additional protective order granted to the law firm of

Rainey, Kizer, Reviere & Bell PLC May 4, 2021 to prevent access to the policy limits of Progressive Direct Auto Mountain Laurel Assurance Company Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571. The protective order was appealed to which the Tennessee Supreme Court mandated the granting of the second protective order January 18, 2021 (*Edward Ronny Arnold v Deborah Malchow* M2021-01036-SC-R11-CV).

Prior to the scheduled trial date of September 20, 2021, the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District granted a motion for an additional six (6) protective orders to prevent deposition by subpoena and subpoena to court of Allstate Insurance Company employees who were involved with the investigation, documentation, and conclusion of Allstate Insurance Company Policy Number: 030671568 claim number: 0565632023 issued October 23, 2019.

The six (6) protective orders were granted on the date of August 11, 2021 after the plaintiff / policy holder participated in a deposition by lead attorney, Nathan Evan Shelby, on the date of July 23, 2021. This joint action by the trial court and defendant Allstate Insurance Company constituted state action in that the defendant, Deborah Malchow and Allstate Insurance Company was in violation of: Rule 501; Tenn. Rules Civ. P. 26.03; Tenn. Rules Civ. P. 30.01; Tenn. Code Ann. § 24-9-101; Article I, section 8 and Article XI, section 8 of the Tennessee Constitution; U.S. Const. amend. XIV, § 1 in that the Policy Holder / Plaintiff was denied access to exculpatory evidence or inculpatory evidence prior to the scheduled trial

date of *Edward Ronny Arnold v Deborah Malchow* 19-C3007 September 20, 2021.

In these protective orders, initiated by the defendant, Allstate Insurance Company, the defendant / appellee became an agent of the state as the joint enterprise produced an immediate and financial gain for Allstate Insurance Company and Progressive Direct Auto Mountain Laurel Assurance Company. The immediate financial gain was the plaintiff / policy claimant was denied restitution for Allstate Insurance Company Policy Number: 030671568 claim number: 0565632023 issued October 23, 2019 and the trial court's ruling presented future financial gains in codifying Allstate Insurance Company's "Take It Or Leave It" policy. This future financial gain is the settlement payment, below market value, in situations of motor vehicle accidents.

As quoted *United States v. Price*, 383 U.S., at 794, 86 S. Ct., at 1157, "Private persons, jointly engaged with state officials in the prohibited action, are acting "under color" of law for purposes of the statute. To act "under color" of law does not require that the accused be an officer of the State. It is enough that he is a willful participant in joint activity with the State or its agents, "

The Trial Court's eight (8) protective orders violated Rule 501; Tenn. Rules Civ. P. 26.03; Tenn. Rules Civ. P. 30.01; Tenn. Code Ann. § 24-9-101; Article I, section 8 and Article XI, section 8 of the Tennessee Constitution; U.S. Const. amend. XIV, § 1 in the policy holder / plaintiff was denied access to exculpatory evidence or inculpatory evidence prior to

the scheduled trial date September 20, 2021. ¹
Edward Ronny Arnold v Deborah Malchow 19-C3007.

The trial court, Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District placed the scheduled September 20, 2021 jury trial of *Edward Ronny Arnold v Deborah Malchow* 19-C3007 on continuance hold on the date of September 10, 2021.

STATEMENT

1. Citizens and residents of the State of Tennessee are mandated by Tenn. Code Ann. § 55-12-102(12) to obtain liability insurance on a motor vehicle. Tenn. Code. Ann. § 55-12-201 mandates citizens and residents are mandated to operate a motor vehicle.
2. The Tennessee Consumer Protection Act can no longer be used as a cause of action against an insurance company. In 2011, Tenn. Code Ann. § 56-8-113 became effective and it prohibits the use of the TCPA against insurance companies. Insurance Companies are now excluded from the Tennessee Consumer Protection Act as the State of Tennessee legislation removed the TCPA from policyholder's and policy claimant's

¹ On the date of August 28, 2024, the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District granted a ninth (9) protective order preventing access to documents related to the September 6, 2023 death of lead attorney, Nathan Evan Shelby,

available remedies in contract disputes involving insurance carriers. This removal leaves the policy holder and policy claimant the only option of a civil action under Tenn. Code Ann. § 28-3-104 and Tenn. Code Ann. § 28-3-105 (a) (2) to recover personal injury, pain and suffering, death, property damage and mandates statutes of limitation of one-year for personal injury, death, and three-years for property damage respective.

REASONS TO GRANT THE PETITION

- I. The district court erred in not addressing defendant Deborah Malchow's December 29, 2023 default of service of civil action *Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laurel Assurance Company, Allstate Insurance Company* 3:23-cv-1374 filed December 27, 2023.

- A. Plaintiff objection

As recorded in the technical record, defendant Deborah Malchow was served through the law firm December 29, 2023. Malchow's attorney and the attorney's law firm violated federal Rule 12, having failed to serve an answer within twenty-one (21) days of being served.

At the time of service, December 29, 2023, the law firm stated they represented the defendant, Deborah Malchow, in civil action *Edward Ronny Arnold v Deborah Malchow 19-C3007* in the Second Circuit Court of Davidson County, Tennessee; Appellate Civil Court of Tennessee at Nashville, *Edward Ronny Arnold v Deborah Malchow, Et Al.* M2022-00907-COA-R3-CV; Tennessee Supreme Court *Edward Ronny Arnold v Deborah Malchow Et. Al.*, M2022-00907-SC-R11-CV.

The district court incorrectly reported the defendant, Deborah Malchow, was not served through her legal representatives.

The district court focused on the application of CPLR § 2021 and CPLR § 2022 in regard to the filing of a Suggestion of Death January 5, 2024 for the February 28, 2022 death of Deborah H. Morton aka Deborah H. Malchow.

II. The district court misunderstood the trial court acted as a state agent in granting eight protective orders that violated U.S. Const. amend. XIV, § 1 right to exclusionary evidence prior to trial.

A. Plaintiff objection

The district court erred in stating there was no state action in the trial court granting eight (8) protective orders to defendants Progressive Direct Auto Mountain Laurel Assurance Company; Deborah Malchow; Allstate Insurance Company on the dates of July 10, 2020; May 14, 2021; August

21, 2021. The protective orders prevented access to witnesses and documents related to the investigation, recording, and conclusion of Allstate Insurance Company Policy Number: 030671568 Claim Number: 0565632032 issued October 23, 2019 and the investigation, recording, and conclusion of Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 Claim Number: 193674356 issued October 28, 2019.

The district court's statement the Fourteenth Amendment "can be violated only by conduct that may be fairly characterized as 'state action,'" *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 924 (1982) ignores the collaboration of the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District and defendant Progressive Direct Auto Mountain Laurel Assurance Company's Sua Sponte request to prevent any interaction with the Plaintiff and Progressive Direct Auto Mountain Laurel Assurance Company employees regarding Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 Claim Number: 193674356 issued October 28, 2019. This granting of the Sua Sponte request on the date of July 10, 2020, threatened monetary sanctions against the Plaintiff if he contacted employees of Progressive Direct Auto Mountain Laurel Assurance Company regarding claim number: 193674356 issued October 28, 2019.

The trial court and defendant Deborah Malchow, as represented by the law firm Rainey, Kizer, Reviere & Bell PLC, engaged in "state action" with

the granting of a protective order May 14, 2021 which prevented access to documentation, financial records, with the law firm and with employees of the law firm.²

The trial court and defendant Allstate Insurance Company, engaged in “state action” with the granting of six (6) protective orders August 11, 2021 which prevented access to witnesses, financial records, with the law firm and with employees of the law firm.

State action occurs when under ‘color of law’ an individual or organization uses the courts to prevent an action. In these cases, the trial court prevented contact with the Defendants to which they are not required to respond as the Plaintiff cannot ask. The Plaintiff is threatened by monetary sanctions of the court if the protective orders are violated. In this case, the Defendants meet the criteria of state actors as referenced in *Am. Mfrs. Mut. Ins. Co. v. Sullivan*, 526 U.S. 40, 50–51 (1999); *Lansing v. City of Memphis*, 202 F.3d 821, 828 (6th Cir. 2000); *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 924 (1982); and therefore are not subject to dismissal.

III. The district court erred in not understanding the law firm and their attorneys violated Tenn. Sup. Ct. R. 4.1 in not revealing the death of their client.

A. Plaintiff objection

² The May 14, 2021 protective order is an issue in civil action *Edward Ronny Arnold v Rainey, Kizer, Reviere & Bell PLC; Nathan Evan Shelby; Jordan Kennemar Gibson* 75CC1-2025-CV-84214 as the protective order prevents the deposition of the Defendant Jordan Kennemar Gibson.

Tenn. Sup. Ct. R. 4.1 mandates revealing the death of a client. The law firm and their attorney's violated Tenn. Sup. Ct. R. 4.1 in not revealing the February 28, 2022 death of their client, Deborah Malchow, until the date of January 5, 2024. A time period of twenty-two (22) months.

The district court misunderstood the violation of Tenn. Sup. Ct. R. 4.1. as the January 5, 2024 Suggestion of Death activated Tenn. Rules of Procedure 25.01, providing a period of 90 days to file for a substitute.

The district court misunderstood the violation of Tenn. Sup. Ct. R. 4.1 as the January 5, 2024 Suggestion of Death activated CPLR § 1021 and CPLR § 1022 to provide for a substitute.

IV. Allstate Insurance Company's "Take It Or Leave It" policy violates Allstate Insurance Company policy number: 030671568 issued July 15, 2014.

A. Plaintiff objection.

Allstate Insurance Company policy number: 030671568 does not contain any language related to a "Take It Or Leave It" policy.

The emerging doctrine of "Take It Or Leave It" has been addressed by the Appellate Civil Court of the state of Tennessee. As ruled in *Brooks v. Tenn. Farmers Mut. Ins. Co.*, 2014 Tenn. App. LEXIS 776 (Tenn. Ct. App. Nov. 26, 2014), Farmer's Mutual Insurance Company's use of "Take It Or Leave It" was ruled the "take it or leave it" statement on a check was

coercive and intended to mislead. In this civil action, the plaintiff accepted a check for damages which included a statement to limit any and all future claims. The civil action of *Brooks v. Tenn. Farmers Mut. Ins. Co.*, 2014 Tenn. App. LEXIS 776 (Tenn. Ct. App. Nov. 26, 2014) was filed under the Tennessee Consumer Protection Act.

The Tennessee Consumer Protection Act can no longer be used as a cause of action against an insurance company. In the year 2011, Tenn. Code Ann. § 56-8-113 became effective and it prohibits the use of the TCPA against insurance companies. Insurance Companies are now excluded from the Tennessee Consumer Protection Act as the State of Tennessee legislation removed the TCPA from policyholder's and policy claimant's available remedies in contract disputes involving insurance carriers. This removal left the policy holder and policy claimant the only option of a civil action under Tenn. Code Ann. § 28-3-104 and Tenn. Code Ann. § 28-3-105 (a) (2) to recover personal injury, pain and suffering, death, property damage and mandates statutes of limitation of one-year for personal injury, pain and suffering, death and three-years for property damage respective.

The Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District overstepped Interstate Commerce - Article 1, Section 8, Clause 3 of the U.S. Constitution in not addressing the emerging doctrine of 'Take It Or Leave It' to which the plaintiff / policy claimant's refusal to accept one of three settlement offers violated Allstate Insurance Company policy number: 030671568 issued July 15, 2014 for a 2014 Honda Odyssey Vin 5FNRL5H47EB126335: License: S7426V for Davidson County, Tennessee.

The ruling has a substantial economic effect on the commerce of the state of Tennessee related to policy claims in motor vehicle accidents and the decision not to address the issue interacts with states (18 USC § 1033(f)(1), (1)).

The term state includes any State, the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands (Added Pub. L. 1030322, title XXXII, § 320603(a), Sept. 13, 1994, 108 Stat, 2115).

The defendant, Allstate Insurance Company, refused to comply with the trial court's order February 4, 2020 to compensate the policy holder / policy claimant for personal injury, pain and suffering, property damage. The defendant claimed the policy holder / policy claimant's refusal to accept settlement offers violated their 'Take It or Leave It' policy which violated Allstate Insurance Company Policy Number: 030671568 claim number: 0565632023.

CONCLUSION

Civil action *Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laurel Assurance Company* 19-C3007 was filed in the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District on the date of December 27, 2019.

Tenn. Code Ann. § 56-7-105(a) mandates an insurance provider to pay the loss within sixty (60) days. Civil action *Edward Ronny Arnold v Deborah Malchow, Progressive Direct Auto Mountain Laurel Assurance Company* 19-C3007, filed on the date of December 27, 2019, is in its seventh year. The refusal of the defendant, Allstate Insurance Company, by and through its agents and legal representative to compensate the policy holder / policy claimant has caused this civil action to progress through the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District; Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District, Appellate Civil Court of Tennessee at Nashville; Tennessee Supreme Court; United States District Court for the Middle District of Tennessee Nashville Division; United States Court of Appeals for the Sixth Circuit , to the United States Supreme Court, *Edward Ronny Arnold v Allstate Insurance Company* 25-57.

The petitioner has experienced ongoing harm as vehicle 2: 2014 Honda Odyssey has been in storage since the date of the three-vehicle accident October 23, 2019. The petitioner has been without a reliable

second vehicle since the date of the three-vehicle accident October 23, 2019.

At issue has been the refusal of Allstate Insurance Company and Progressive Direct Auto Mountain Laurel Assurance Company, by and through their agents and legal representatives, to allow the policy claimant / plaintiff / appellant access to the investigation, documentation, and conclusion of Allstate Insurance Company Policy Number: 030671568 claim number: 0565632023 issued October 23, 2019 and Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 claim number 193674356 issued October 28, 2019.

The emerging doctrine of "Take It Or Leave It" has been ignored by the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District, Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District, Appellate Civil Court of Tennessee at Nashville, Tennessee Supreme Court, United States District Court for the Middle District of Tennessee Nashville Division, and the United States Court of Appeals for the Sixth Circuit. Allstate Insurance Company Policy Number: 030671568 contains no language related to "Take It Or Leave It". It is reasonable to conclude Progressive Direct Auto Mountain Laurel Assurance Company Policy Number: 931879571 contains no language related to "Take It Or Leave It".

This doctrine of "Take It Or Leave It" is poised to become law based on the court's decisions not to address the issue. To protect and preserve the rights

of individuals and groups adversely affected by motor vehicle accidents, the United States Supreme Court should accept this Petition for a Writ of Certiorari to the United States Court of Appeals for the Sixth Circuit to clarify the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District violated Article I, section 8 and Article XI, section 8 of the Tennessee Constitution right to exclusionary evidence prior to trial and violated U.S. Const. amend. XIV, § 1 right to exclusionary evidence prior to trial.

Due process requires that disclosure of exculpatory and impeachment evidence material to guilt or innocence be made in sufficient time to permit the defendant to make effective use of that information at trial. *See, e.g. Weatherford v. Bursey*, 429 U.S. 545, 559 (1997); *United States v. Farley*, 2 F.3d 645, 654 (6th Cir. 1993).

This court should address the issue of Progressive Direct Auto Mountain Laurel Assurance Company's internal policy of "Take It Or Leave It" and Allstate Insurance Company's internal policy of "Take It Or Leave It" forcing policy claimants to accept settlement offers below market value; confirming or denying the legal authority of these internal policies.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edward Ronny Arnold". The signature is written in a cursive style with a horizontal line underneath the name.

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Dated: February 10, 2026