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- No. _____

ORIGINAL

Supreme Court, U.S.
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In The
Supreme Court of the United States

EDWARD RONNY ARNOLD, Pro Se,

Petitioner;

v.

ALLSTATE INSURANCE COMPANY,

Respondent.

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

PETITION FOR A WRIT OF CERTIORARI

Edward R. Arnold
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April 28, 2025

QUESTIONS PRESENTED

1. Whether the district court erred in not understanding the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District violated Tenn. Const., art. VI, §§ 1.8 in exceeding its authority to the Appellate Civil Court of Tennessee at Nashville?

3. Whether the Appellate Civil Court of Tennessee at Nashville prejudiced M2023-00536-COA-R3-CV in accepting appended records?

4. Whether the defendant'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.

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) 56-8-105, 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.

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

U.S. Waste Atlanta, LLC and Clarence Emmer v. Mark Englund and William Englund, No. E2010-01865-COA-R3-CV. Court of Civil Appeals of Tennessee at Nashville. Judgement April 3, 2012.

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 Loral Assurance Company, No. 19-C3007. Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District. Judgement entered February 4, 2020.

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 Loral 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 Loral Assurance Company, No. 3:23-cv-1374. U.S. District Court for the Middle District of Tennessee Nashville Division. Judgement entered Apr. 14, 2025.

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B. Only the Tennessee General Assembly may establish circuit courts, and may increase or decrease the jurisdiction.

II. The Appellate Civil Court of Tennessee at Nashville prejudiced M2023-00536-COA-R3-CV in accepting appended records.

A. Plaintiff objection

B. The records appended included a sworn affidavit by an Allstate Insurance Claim Adjuster who was under an August 11, 2021 protective order by the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District.

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

A. Plaintiff objection

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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 March 21, 2025 panel opinion for 24-5690 filed 03/21/2025 is not published and reproduced at App. 1-5. Neither party sought a rehearing under Rule 41 and the Court issued its mandate on the date of April 14, 2025.

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 Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District, in granting the defendant, Allstate Insurance Company, a motion to include records into the Appellate Civil Court of Tennessee at Nashville after civil action *Edward Ronny Arnold v Allstate Insurance Company* M2023-00536-COA-R3-CV had begun. This action by the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District increased the jurisdiction of the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District and increased the jurisdiction of all circuit courts in the state of Tennessee in violation of Tenn. Const., art. VI, §§ 1.8.

At issue to the records submitted, one record was under a protective order from the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District and not available to the plaintiff / appellant / policy claimant (*Edward Ronny Arnold v Deborah Malchow* 19-C3007).

Civil action *Edward Ronny Arnold v Allstate Insurance Company* M2023-01201-COA-R3-CV was dismissed by the Appellate Civil Court of Tennessee at Nashville without discussion. The issue before the

court was as stated in Tenn. Const., art. VI, §§ 1.8, only the Tennessee General Assembly may establish circuit courts, and may increase or decrease the jurisdiction. The Appellate Civil Court of Tennessee at Nashville, in its dismissal of appeal *Edward Ronny Arnold v Allstate Insurance Company* M2023-01201-COA-R3-CV, increased the jurisdiction of the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District and increased the jurisdiction of all circuit courts in the state of Tennessee in violation of Tenn. Const., art. VI, §§ 1.8 in ruling Tenn. App. R. 24 supersedes Tenn. App. R. 29.

At issue is the right of individuals to access their own records in a civil or criminal action. A secondary issue is the movement of defendant 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 24-5690 was dismissed March 21, 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 June 18, 2025.

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 Deborah Malchow, Progressive Direct Auto Mountain Laurel 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 Laurel 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 Laurel 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 Laurel 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 of *Edward Ronny Arnold v Deborah Malchow* 19-C3007 September 20, 2021. ¹

Tenn. Code Ann. § 28-3-105 (a) (2) - three-year statute of limitation for property damage mandated the plaintiff / policy complainant to file civil action *Edward Ronny Arnold v Allstate Insurance Company* 22-C2097 prior to the date of October 23, 2022. As mandated by Tenn. Code Ann. § 28-3-105 (a) (2), civil action *Edward Ronny Arnold v Allstate Insurance* 22-C2097 was filed on the date of October 17, 2022. It should be noted before this court the defendant, Deborah Malchow, died by a self-inflicted gunshot on the date of February 28, 2022 to which the plaintiff / appellant was not notified of the death until the date of January 5, 2024.

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,

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 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 United States Court of Appeals for the Sixth Circuit erred in not understanding the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District violated Tenn. Const., art. VI, §§ 1.8.

A. Plaintiff objection.

Only the Tennessee General Assembly may establish circuit courts, and may increase or decrease the jurisdiction.

As stated in Tenn. Const., art. VI, §§ 1.8, only the Tennessee General Assembly may establish circuit courts, and may increase or decrease the jurisdiction. The Appellate Civil Court of Tennessee at Nashville, in its dismissal of appeal *Edward Ronny Arnold v Allstate Insurance Company* M2023-01201-COA-R3-CV, increased the jurisdiction of the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District and increased the jurisdiction of all eighty-one (81) circuit courts in the state of Tennessee in violation of Tenn. Const., art. VI, §§ 1.8 in

upholding the Trial Court's ruling Tenn. App. R. 24 supersedes Tenn. App. R. 29.

The Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District, violated Article I, Section 8 and Article XI, Section 8 of the Tennessee Constitution; U.S. Const. Amend. XIV § 1 in that the defendant / appellee was granted a motion to include documents / affidavits that were not available to the plaintiff / appellant in appeal *Edward Ronny Arnold v Allstate Insurance Company* M2023-00536-COA-R3-CV.

II. The Appellate Civil Court of Tennessee at Nashville prejudiced M2023-00536-COA-R3-CV in accepting appended records.

A. Plaintiff Objection

The records appended included a sworn affidavit by an Allstate Insurance Claim Adjuster who was under an August 11, 2021 protective order by the Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District.

The Second Circuit Court of Davidson County, Tennessee Twentieth Judicial District, on the date of August 11, 2021, granted six (6) protective orders prior to the scheduled September 20, 2021 trial in civil action *Edward Ronny Arnold v Deborah Malchow* 19-C3007. The protective order prevented the deposition by subpoena, subpoena to court of an Allstate Insurance Company Claim Adjuster for

Allstate Insurance Company Policy Number:
030671568 claim number: 0565632023 issued
October 23, 2019.

These protective orders prevented the policy
holder / plaintiff / appellant access to witnesses
of the investigation, documentation, conclusion
of Allstate Insurance Company Policy Number:
030-671-568 claim number: 0565632023 issued
October 23, 2019.

**III. 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 order of the Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District further 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 (*Edward Ronny Arnold v Allstate Insurance Company* 24-5690), to the United States Supreme Court.

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 Eighth Circuit Court of Davidson County, Tennessee Twentieth Judicial District violated Tenn. Const., art. VI, §§ 1.8 in exceeding its authority to the Appellate Civil Court of Tennessee at Nashville and to confirm or deny Allstate Insurance Company's "Take It Or Leave It" policy forcing policy claimants to accept settlement offers below market value.

Respectfully submitted,



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Dated: April 28, 2025