

**IN THE SUPREME COURT OF OHIO
COLUMBUS, OHIO**

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| RRL Holding Company of Ohio, LLC, et al., | : | CASE NO. |
| | : | |
| Appellees, | : | _____ |
| v | : | |
| | : | On Appeal from Tenth District |
| | : | Court of Appeals |
| Merrilee Stewart, et al., | : | Case No. 20-AP-493 |
| | : | |
| Appellants. | : | (C.P.C. 15-CV-1842) |

**MEMORANDUM IN SUPPORT OF JURISDICTION
OF APPELLANT MERRILEE STEWART**

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● In the Tenth District Court of Appeals, the panel's dispositive decision of March 29, 2022, leave to file denied, by Mentel, Dorrian & Blunt in 20AP493 on a timely filed application for En banc consideration and application to re-open. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*. On appeal from C.P.C. 15CV1842, Judge Kim J. Brown.

● In the Tenth District Court of Appeals, the original panel's dispositive decision of September 27, 2018, confirmation of the Award, by Track, Brunner & Horton in 18AP118 confirmed the RRL Buy/Sell Agreement terms in its entirety in accordance with the Final Arbitration Award of December 8, 2017. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*. On appeal from C.P.C. 15CV1842, Judge Kim J. Brown (R. OA331, U5).

“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.” EMPHASIS.

● **In The Supreme Court of the United States**, decision is pending (filed April 29, 2022) Petition for Rehearing and Supplemental Appendix, On petition for Writ of Certiorari to the Supreme Court of Ohio (lower court 19AP674) *Merrilee Stewart, Petitioner v. RRL Holding Company of Ohio, LLC, et al., Respondents* Case No. 21-1069

● **In The Supreme Court of the United States**, decision April 4, 2022 declined, The Supreme Court of the United States, On petition for Writ of Certiorari to the Supreme Court of Ohio (lower court 19AP674) *Merrilee Stewart, Petitioner v. RRL Holding Company of Ohio, LLC, et al., Respondents* Case No. 21-1069

● The Supreme Court of Ohio, Judgment entry August 17, 2021, Motion to leave to proceed under R.C. 2323.52(F)(2) to file the motion for reconsideration denied. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*, Case No. 2021-0385, on Appeal from Tenth District Court of Appeals Case 19AP674, from lower court C.P.C. Case 15CV1842, Judge Kim J. Brown, Decision was on June 21, 2021 Motion to leave to proceed under R.C. 2323.52(F)(2) to file the accompanying Motion for Reconsideration.

● The Supreme Court of Ohio, decided June 8, 2021, Supreme Court of Ohio's Jurisdiction Decline using Ohio S.Ct.Prac.R. 7.08(B)(4) as the reason. Decision was on the March 26, 2021, Memorandum in support of jurisdiction, lower court decision, notice of appeal. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*, Case No. 2021-0385, on Appeal from Tenth District Court of Appeals Case 19AP674.

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● The Ohio Tenth District Court of Appeals decided: February 9, 2021 Motion for reconsideration denied after sitting for over a year. This decision was on the February 3, 2020 Motion to leave to file the accompanying Motion for reconsideration and exhibits, on appeal from C.P.C. 15CV1842, Judge Kim J. Brown. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*, 19AP674.

● The Tenth District Court of Appeals decision of January 21, 2020, Dismissal for failure to comply with R.C. 2323.52 despite the fully-briefed appeal predated (emphasis) the “Vexatious Litigator” judgment. Decision was on the October 4, 2019 Notice of Appeal and Docketing Statement, On appeal from C.P.C. 15CV1842, Judge Kim J. Brown. *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*, 19AP674.

● The Tenth District Court of Appeals decision January 23, 2020, “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.” *RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al*, Case 19AP202 On appeal from Franklin County Ohio C.P.C. 15CV1842, Judge Kim J. Brown. Note: The Opinion, to vacate and remand for hearing of the Tenth District Court of Appeals 19AP202 entered on January 23, 2020 from the Appeal of Franklin County Ohio C.P.C. 15CV1842 special proceedings are being ignored (emphasis) by Judge Kim J. Brown. This Judge refuses to comply with the order of the higher court and refuses to afford the Petitioner a hearing on the Crime Reports involving Respondents.

● The Franklin County Ohio Common Pleas Court, 18CV7212, *RRL Holding Company of OH LLC, et al v. Merrilee Stewart*, Original Complaint, filed August 23, 2018, Judge Kim J. Brown.

● The Franklin County Ohio Common Pleas Court, 18CV7212, *RRL Holding Company of OH LLC, et al v. Merrilee Stewart*, Decision: Judgement entry granting Plaintiffs Motion for Summary Judgement rendered on December 20, 2019, Judge Kim J. Brown.

● The Franklin County Ohio Common Pleas Court Civil Division decision of November 10, 2015 to Stay the Case pending arbitration. This Case was stayed on November 10, 2015 pending Arbitration. However, Arbitration ended December 8, 2017 and yet Judge Kim J. Brown refuses to lift the stay. See ¶40, footnote 13, Tenth District Court of Appeals 19AP202 quoted:

“The exact wording of this order refers to a stay of claims and defenses involving TRG, [...]. However, the parties and the court all seem to understand it to also refer to a stay of the claims and defenses between the parties while the arbitration was pending. Such understanding is consistent with R.C. 2711.02(B).”

RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al, 15CV1842 case of March 2, 2015.

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MEMORANDUM IN SUPPORT OF JURISDICTION

QUESTION PRESENTED

If the Lower Trial Court has blatant disregard for the orders, decisions, and jurisdiction of the higher court, then shall not this Supreme Court intervene, make corrections, and ensure the integrity of the Judiciary?

APROPPOS JURISDICTION

Judiciary Integrity is of interest to all people, and coupled with and compounded by the panel's decision conflicting with a prior panel's decision, necessitates review and close scrutiny by this Supreme Court of Ohio. It is, after all, the law which dictates that the decision of the original panel shall remain the decision.

The forgoing paragraphs will more fully explain the abuse of discretion by the lower trial court Judge Kim J. Brown with her fraudulent crafting of fictitious documents and terms, which directly conflict with the higher courts September 27, 2018 in 18AP118 dispositive decision.

When the lower court ignores the authority and orders of the higher court and fails to succeed jurisdiction this seriously affects the integrity of the normal process of adjudication and the duty of all judges to promote justice.

It is the Ohio Constitution which grants the Ohio Supreme Court authority in all courts of the state and over officers of the courts including practices, procedures, regulation and discipline.

PRECURSORY DECLARATION

Now comes Merrilee Stewart, *Pro Se* on behalf of Merrilee Stewart ("Ms. Stewart") with this Memorandum in Support of Jurisdiction and the forgoing precursory declaration.

Ms. Stewart is a Federal Whistleblower for the United States Treasury who initially reported White-Collar Criminal Activity ("the Crime Reports") to local authorities in the State of Ohio.

The Franklin County Ohio Common Pleas Civil Court Judge defied the higher court by refusing to hold the ordered hearing on the Crime Reports and failed to open this seven-year-old stayed case for finalization of all claims and defenses.

In further noncompliance of the higher court, without jurisdictional authority and to twice inflict punishment for the same White-Collar Crime Reports, this same lower court Judge conspired with Appellee's attorney to obstruct justice and retaliate via a sham masquerade that fraudulently labeled these same Crime Reports as Vexatious Litigation and inflicted a lifetime sentence upon Ms. Stewart for fulfilling her duty to report.

Then in blatant disregard for the laws of the State of Ohio, the higher court's judgement, and once again lacking jurisdictional authority, this same lower court Judge in concert of effort with counsel for the Appellees crafts fraudulent and altered documents and inflicts further punishment upon Ms. Stewart for not agreeing to participate in this Fraud. 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 and "Officers of the court have no immunity, when violating a Constitutional right, from liability for they are deemed to know the law." *Owen v. Independence*, 100 S.C.T. 1398, 445 US 622.

FACTS RELEVANT

The March 29, 2022 Decision in 20AP493 from the Tenth District Court of Appeals is the subject of this Memorandum in Support Jurisdiction to this Supreme Court of Ohio. The 20AP493 Appeal was stemming from August 26, 2020 Final Appealable Judgment Entry (R.0F220, S38-S48) from lower court Judge Kim J. Brown's ("Judge Brown") June 26, 2020 Judgement Entry (R.0F166, H95-I6) and the Magistrate Decisions of August 15, 2019 (R.0E802, I37-I51) and March 13, 2020 (R.0F083, P66-P81) in the Common Pleas Court Case 15CV1842.

Hearings took place on July 9, 2019, January 8, 2020 and February 28, 2020. Transcripts of the hearings are provided in the record. (R.0F272, B24, 106 pages) (R.0F272 - A98, 25 pages) and (R.0F229, H02, 183 pages). Ms. Stewart sought leave for continuance for good cause (R.0F015, R9 & R.0F002, U35) (see also R.0E994 - V8, V15 & V16) due to a medical emergency and was unable to attend the January 8, 2020 hearing (R.0F015, R9 & R. 0F002, U55).

The August 15, 2019 Decision (R.0E802, I37-I51) was from the July 9, 2019 show-cause and sanctions hearing (R.0F229, H02, 183 pages) on RRL motions of March 7, 2018 regarding RRL Buy/Sell (R.0E047, P94) and January 11, 2019 regarding Hartford claim (R.0E481, W63).

Despite lacking the Jurisdictional authority as 19AP674 was still pending, from October 4, 2019 through February 9, 2021, with the Tenth District Court of appeals, this so called final appealable order was in fact an Incomplete Ruling – and not a final appealable order.

The ruling was to be an independent review by Judge Brown and was to include: 1) whether the preliminary agreed entry of May 28, 2015 was violated with reporting to Hartford Insurance; 2) whether the court lacked jurisdiction because 19AP674 was pending; 3) a review of the good cause motion for hearing continuance with an independent examination of the denial of a hearing; 4) a ruling on the request for prosecutorial referral for Appellees most recent felonies testified to at the February 28, 2020 hearing; and 5) four other motions.

In further non-compliance of the higher court this incomplete ruling involved priority of payments for attorney fees, sanctions and a Firefly Agency LLC promissory note which was purported to be the same document and terms spelled out in the RRL Buy/Sell. However, this document and terms directly conflict with the clear and unambiguous documents and terms already certified by the higher court in 18AP118 and they shall not be altered (emphasis). See *Nationwide Mutual Fire Ins. Co. v. Guman 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.")

Finally, if the decision of November 9, 2021 (R.0A464, N57) and the subsequent judgement of November 10, 2021 (R. 0A464, Q30) is not reversed, then the result defies the principles of preclusion, res judicata and creates a certified conflict. In other words, two conflicting outcomes makes one wrong. The result of this decision would be unlawful and an unjust do-over on an issue that was already decided (emphasis) by the higher court.

HISTORICAL

This case has little to do about the narrow issue of buying or selling of membership interest in Appellee RRL Holding Company of Ohio, LLC ("RRL") as the interest was seized eight (8) years ago, by the controlling members and Ms. Stewart's interest remains unredeemed today.

RRL conducts no real business except voting for board members to manage Appellee IHT Insurance Agency Group, LLC ("IHT"). RRL wholly (100%) owned IHT.

This case is about Ms. Stewart's attempts to internally correct White-Collar criminal activity witnessed first-hand while in her position as President of IHT in 2013-2014 (R.0C472, U40-V34 *Id.* U75) and the subsequent scorching, retaliation, Identity Theft, Mail Fraud and employment law violations. While the lower court is aware Ms. Stewart's Whistleblower Status and possession of a Federal Right to Sue, the Judge refuses to lift the stay or enforce Federal law.

This seven-year-old stayed case of March 2, 2015 documents and collaborates a criminal enterprise, who in the lower court filed a perjured affidavit (R.0D178, C17-C19), subordinated by their attorney James R. Carnes, with intent to halt a police investigation and two insurance company investigations (R.0D178, B96-C53). The perjured affidavit, supported by a culpable attorney, was successful on all counts, stopping three investigations.

This case also documents the scorching, harassment, intimidation and defamation of collaborating witnesses and claimants, predominantly targeted at Ms. Stewart. (R. 0D958, H86-H95) (0D822, I94-I95) (R.0D822, H80-I15) (R. 0D822, I16-I13) (R. 0D822, I47-I56)

LAW AND ARGUMENT

This Franklin County Common Pleas Civil Court case(s) 15CV1842 and 18CV7212 are an example of a lower court Judge spitting in the face of the higher court, justice and the law.

Judge Kim J. Brown's blatant disregard for the orders, decisions and jurisdiction of the higher court, coupled with the staunch refusal to lift the stay so that all claims and defenses can be brought to finality, is an injustice and quite frankly violates the Constitutional Protections afforded to all people.

In the case of *Caldwell v. Texas*, 137 U.S. 692 (1891), Chief Justice Melville Fuller wrote: "the powers of the States in dealing with crime within their borders are not limited, but no State can deprive particular persons or classes of persons of equal and impartial justice under the law."

I. Refusal to Abide by and uphold the Higher Courts decision in 18AP118 and instead violate the laws of the state of Ohio and the binding terms of the award. Proposition of Law: 1) Ohio Rev. C. § 1701.87 requires notice of dissolution to creditors and claimants, 2) A third-party may not enforce an arbitration agreement between two other entities, 3) Ohio merger statute did not automatically pass benefits of non-competition from corporation to surviving LLC, and 4) Fraud upon the court.

A. Background: The December 31, 2018 event making RRL a dead entity

Ms. Stewart is just one of thirty-four (34) Ohio businesses and individuals from all across the State who are owed a debt by RRL. By way of background, Ohio Revised Code § 1701.87 requires notice of dissolution to creditors and claimants against a corporation. Specifically, § 1701.87(A) states: A corporation shall give notice of a dissolution by certified or registered mail, return receipt requested, to each known creditor and to each person that has a claim

against the corporation, including claims that are conditional, unmatured, or contingent upon the occurrence or nonoccurrence of future events.

On December 31, 2018, the owners of RRL merged out of existence and effectively dissolved when it merged into Firefly Agency LLC ("Firefly"). 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). Despite Ms. Stewart's best efforts to resolve the unpaid debts by contacting counsel for Firefly and Fritz Griffioen, the person identified on the Ohio Certificate of Merger as the contact person, she has received no response.

Whereas, RRL never provided appropriate notice to creditors prior to merging out of existence and it is Firefly who absorbed the assets of RRL; Now therefore Firefly shall be responsible for paying the creditors of RRL.

In light of the fact that lower court Judge Brown is tasked with enforcement of the laws of Ohio and this company has violated Ohio law to the detriment of Ms. Stewart and thirty-four (34) Ohio businesses and individuals, Ms. Stewart is requesting this tribunal's intervention to resolve this matter. *See* State of Ohio Certificate, Ohio Secretary of State, Jon Husted, 1658734, Doc: 201836501222, effective 12/31/2018 RRL Dead.

B. The September 27, 2018 Higher Courts' Judgment Entry of 18AP118 making the terms of the RRL Buy/Sell Final Award binding on all parties

The direct violation of the higher court's order of September 27, 2018, and the binding terms of the order in 18AP118 occurred after (emphasis) the discovery that the owners of RRL merged RRL out of existence and effectively dissolved it when it merged into Firefly Agency LLC. RRL being a dead entity on December 31, 2018 was discovered in August 2019 just following the July 9, 2019 hearing in which Fritz Griffioen falsely testifying Firefly was a name change.

The higher court's order of September 27, 2018 in 18AP118 confirmed the binding terms of RRL's Buy/Sell Agreement for the purchase of Ms. Stewart's membership interest in RRL.

See Tenth District Court of Appeals decision of September 27, 2018 Case No. 18AP118, lower court 15CV1842 (R.R0331, U5), 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." EMPHASIS.

The RRL Buy/Sell Agreement was signed by RRL members, including Ms. Stewart, on September 5, 2012. The 18AP118 confirmed terms required RRL to pay to Ms. Stewart \$520,000.00 prior to the December 31, 2018 merger of RRL out of existence (emphasis). As stated more fully in the preceding paragraphs, at no time prior to RRL merging out of existence was Ms. Stewart or any of the known creditors provided with the statutory notice required pursuant to Ohio Revised Code § 1701.87(A).

In direct non-compliance of the higher court order of September 27, 2018 Case 18AP118, no consideration/payment was made to Ms. Stewart to comply with the certified terms.

The fulfillment of these terms, liabilities and obligations embedded in the documents and required by the Final Award of December 8, 2017 are very clear. The Award required five specific documents and a required closing date of January 2018 under the terms of §7. Including: Promissory Note (R. 0C472, V15) § 5 (c) which creates an acceleration of Maturity if "there is a merger of Maker and another entity, domestic or foreign, and Maker is not the surviving entity." Redeemed Units Pledge Agreement page 3 of 4 (R.0C472, V27) the uncured default of December 31, 2018 transforms Appellants membership into active rights. *See* Final Award (R.0D941, R13) and R.0F015, P31.

Also see the RRL Buy/Sell Agreement (R.0C472, U76 to V4) and the subsequent closing documents *Id.* R.0C472, V5; 1) “A” Member Interest Redemption Agreement (R.0C472, V5), 2) “B” Promissory Note (R.0C472, V15), 3) “C” Non-Compete (R.0C472, V19), 4) “D” Certificate of Agreed Value, and 5) “E” Redeemed Unit Pledge Agreement (R.0C472, V27).

Therefore, as of December 31, 2018 RRL has been in default of the required lump sum of \$520,000.00 and their ordered share of the cost, \$4,475.00.

It is, by the higher court ordered terms, that this uncured default requires Ms. Stewart’s membership interest to becomes active with full privileges without action (emphasis).

C. The fraudulent crafting of RRL Buy/Sell documents on behalf of Firefly Agency LLC in direct defiance of the September 27, 2018 Higher Courts’ Judgment Entry of 18AP118

The lower court Judge Brown refuses to abide by the law and refuses to uphold the Tenth District Court of Appeals decision of September 27, 2018 in case no. 18AP118 and instead, working in concert of effort with Appellee’s counsel, crafted fraudulent, fabricated and altered Buy/Sell documents on behalf of and in favor of a non-affiliated new entity and new owners.

In the direct defiance of the higher court, Shumaker created material alterations, a new set of documents and fraudulently presented them by affidavit as authentic. Firefly is a Third-Party, Non-Party, Non-Affiliate, an alien to and not a beneficiary of the RRL Buy/Sell Agreement. The affidavit from Shumaker is fraud upon the court. (R. OE993, 014). Conflicting documents presented by these officers of the court under oath and rule 11 makes one set clearly wrong. Which set of documents are fraudulent, those provided by RRL attorney Christopher Murphy on (5/4/2015 *Id.* R. OC472 VS), those provided by Shumaker attorney Zach Madden (4/22/2019 *Id.* R.0E797, T62) or those provided by Shumaker attorney Matthew Kemp with testimony under oath (1/8/2020 *Id.* R.0E993 014)? (Emphasis) The attorneys presented the court with

altered, false, fabricated, and distorted documents. Documents that directly violate the specific documents and terms as were already dictated, ordered and certified.

Firefly, nor the six (6) new owners, may enforce, alter or become a beneficiary of the RRL Buy/Sell Agreement.

See *West v. Household Life Ins. Co.*, 170 Ohio App.3d 463,469, 2007-Ohio-845 (10th Dist.). That is, unless a third-party's enforcement of an agreement was "contemplated by the parties and sufficiently identified" in the agreement, a third-party may not enforce an arbitration agreement between two other entities.

See also *Michael's Finer Meats, LLC v. Alfery*, 649 F.Supp.2d (S.D. Ohio 2009) "holding Ohio merger statute did not automatically pass benefits of non-competition agreement from corporation to surviving LLC"

Then RRL counsel repeated their perjury and fraud on March 16, 2021 with statements made to the Tenth District Court of Appeals 20AP493: "The reality is that the Closing Documents were form documents contained in the parties' Buy-Sell Agreement." *Id.* page 20.

This statement directly contradicts the documents RRL previously (prior to killing RRL) provided to the lower Court and, as altered, they directly defy the higher courts order 18AP118.

II. Refusal to abide by the higher courts' decision in 19AP202 and to hold the ordered hearing on the Crime Reports. Proposition of Law: The trial court's attitude is unreasonable, arbitrary, or unconscionable.

Ms. Stewart fulfilled her duty to report the White-collar crimes committed by IHT and provided the documentation in her September 18, 2017, notice. However, Judge Brown bypassed and never considered the information. This was confirmed by the higher court.

Quote from 19AP202 1/23/2020 Decision, placed in the lower court docket on 2/4/2020 as R.0F028, J78, 38 pages)

¶ 46 This is evidenced in the court's implicit rejection, without any reference thereto of the September 18, 2017 Notice and exhibits thereto and appellant's objections to the magistrates' decisions.

The outcome of the 19AP202 appeal was that Judge Kim J Brown abused her discretion, "acted unreasonably, arbitrarily, or unconscionably" (R.0F028, J78 and Judgement Entry R.0F029,

T47), remanded for a hearing and vacated the finding and any award of sanctions and attorney fees associated with Appellant's White Collar crime reports filed against IHT to: The Columbus Police, The Ohio Civil Rights Commission and Hartford and Liberty Mutual Insurance.

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)

The lower court opened the docket for the ordered hearing. However, Judge Brown conspired with Appellees counsel, closed the docket, refused to have the ordered hearing and effectively obstructed justice. The ordered hearing on the Crime Reports and an open docket are essential components of proper adjudication and justice.

See Tenth District Court of Appeals Decision of January 23, 2020, 19AP202, RRL Holding Company of Ohio LLC, et al v. Merrilee Stewart, et al., on appeal from Franklin County Ohio C.P.C. 15CV1842, Judge Kim J. Brown

¶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").

¶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."

See also Ms. Stewart's September 18, 2017 Notice of Supplemental Information and Motion for Attorney Sanctions (R.0D814, V50) and exhibits. (R.0D822, H80, I16. I61, W02, W36, W68, W81, X08, X31 & X45). See Discrimination, Redlining, violation of Fair Housing Act and 106 Counts of Mail Fraud (overbilling customers without authorization) R.0D822, I16 Id. I57 and Documentation of Redlining and violation of Fair Housing Act reported to OCRC part 1: (R.0D822, W02), part 2: (R.0D822, W36), and part 3: (R.0D822, W68), Ohio Inspector General Report (R.0D822, W02 Id. W15) and Demand letters on the unknowns owed to the contracted

suppliers, of which Ms. Stewart was one. (R.0D822, W81), (R.0D822, X08), and (R.0D822, X31). See also R.0D178, B96 Id. C21 Hartford Insurance Claim CP16918233 and R.0D178, B96 Id. C52 Liberty Mutual Insurance Claim 105599470 reporting of the systemic embezzlement scheme.

III. Refusal to succeed jurisdictional authority to the higher court. Proposition of Law: 1) If a court is without authority, its judgments and orders are regarded as nullities. They are void. and 2) Res judicata, Preclusion and Double Jeopardy

When "Jurisdiction, once challenged, cannot be assumed and must be decided." *Maine v. Thiboutot*, 100 S. Ct. 250 and the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; [...] and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." *Elliot v. Piersol*, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

A. The First jurisdiction issue was brought up by the Magistrate at the July 9, 2019 hearing and ruled upon in the August 15, 2019 Magistrates Decision. However, the question of jurisdiction was stemming from appeal (19AP202) relating, in part, to the same duty to report to Hartford Insurance. Quoted from the Magistrate's March 15 Decision and Entry:

"Out of an abundance of caution, and at the outset of the show-cause and sanctions hearing, the undersigned Magistrate raised the question of subject-matter jurisdiction based on Ms. Stewart's pending appeal (19AP-202) from a final, appealable contempt and sanctions order set forth in Judge Brown's March 15, 2019 Decision and Entry."

Ms. Stewart submitted her Jurisdictional Brief on July 16, 2019 (R.0E756, C88). However, Judge Brown by-passed, did not rule on or consider Jurisdiction in her Final Appealable order (R.0E827, B60) on September 4, 2019 stemming from the magistrate's decisions of August 15, 2019. In addition, Judge Kim J Brown's final appealable order of September 4, 2019 was still pending in the Tenth District Court of Appeals in 19AP674 under a motion for reconsideration.

The outcome of the 19AP202 above referenced Appeal was that Judge Kim J Brown abused her discretion, "acted unreasonably, arbitrarily, and unconscionably" (See 19AP202 Decision of

January 23, 2020, trial court record R.0F028, J78 and Judgement Entry R.0F029, T47), remanded for a hearing and vacated the finding and any award of sanctions and attorney fees associated with Appellant's White Collar crime reports filed to: The Columbus Police, The Ohio Civil Rights Commission and Hartford and Liberty Mutual Insurance quoted, in part below.

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.*" (OA393 - E64)

B. The second jurisdictional issue involved two final appealable entrees, timely appealed and pending from October 4, 2019 through February 9, 2021 at the Tenth District Court of appeals Case 19AP674, which should have stopped the forgoing proceedings resulting in entries on June 26, 2020 (R.0F166, H95) and the Final Appealable Order of August 26, 2020 (R.0F220, S38).

This Appeal 19AP674 includes the August 2019 discovery that RRL was made a dead entity on December 31, 2018, which was not known by the courts or Appellants at the July 9, 2019 hearing. That event triggers terms involving all unredeemed shares in accordance with the RRL Buy/Sell Agreement and Ohio Law. *See* 19AP674 Appealed lower court entry of September 4, 2019 (R.0E827, B60) stemming from Ms. Stewart's September 5, 2019 motion to stay (R.0E828, R5) and appealed lower court entry of September 9, 2015 (R.0E830, M45)

C. The Third jurisdictional issue includes Res judicata and Preclusion. The subject of this appeal, 20AP493, as it relates to the documents and terms which had already been fully litigated and decided by the Tenth District Court of Appeals in 18AP118. Therefore, Judge Brown lacked Jurisdictional Authority because of the principles of Res Judicata and Preclusion are apropos. Judge Brown does not have the authority to craft a new Buy/Sell for the benefit of Firefly.

Whereas, the required terms and documents were already litigated in arbitration and became certified by the Tenth District Court of Appeals in 18AP118 (R.R0331, U5), now therefore, Firefly is barred by Res judicata and preclusion in alterations of the terms or documents in the RRL Buy/Sell agreement for the benefit of the new set of owners.

D. The Fourth Jurisdiction Issue also involves Double Jeopardy which is currently in the hands of the Supreme Court of the United States in Case 21-1069. This is placed here for a reference as the on-going abuses occurring with Judge Brown and counsel for Appellees.

Quoted from Petition for Rehearing of April 29, 2022: “Ms. Stewart’s fulfillment of her Duty to Report White-Collar Crimes (the “Crime Reports”), subjected her to prejudice, detriment, threat, discreditation, censorship and as in double jeopardy, she was endangered by the same Judge, drawn upon the same allegations, in two separate court cases, in violation of the Fifth Amendment to the Constitution of the United States of America, quoted in part “nor shall any person be subject for the same offense to be twice put in jeopardy”.

The Franklin County Ohio lower court Judge Kim J. Brown in case 15CV1842 levied sanctions and attorney fees by alleging Ms. Stewart violated the agreed entry when she reported criminal activity witnessed firsthand while serving as President of Respondents’ company. The initial Crime Reports were made to Ohio Department of Insurance, Columbus Ohio Police, Ohio Civil Rights Commission and the insurance companies Hartford and Liberty Mutual.

While the sanctions and attorney fees judgement in 15CV1842 was under appeal, in the jurisdiction of the Ohio Tenth District Court of Appeals (19AP202), this same Franklin County Ohio lower court Judge Kim J. Brown in case 18CV7212 inflicted a lifetime sentence with a Vexatious Litigator judgement (12/20/2019) against Ms. Stewart for the very same allegations of violation of the agreed entry when Ms. Stewart fulfilled her duty to report these same Crime Reports to Ohio Department of Insurance, Columbus Ohio Police, Ohio Civil Rights Commission and the insurance companies Hartford and Liberty Mutual.

IV. Refusal to lift the stay on this seven-year-old case is an unconscionable violation of Ms. Stewart's due process rights. Proposition of Law: Due process, Fourteenth Amendment

See Krause v. State (1972), 31 Ohio St.2d 132, 150, 60 O.O.2d 100, 285 N.E.2d 736 stated: [...]"the ability to seek redress in the courts is a fundamental right, guaranteed by the due process provision of the Fourteenth Amendment to the United States Constitution, and restrictions on such a right require 'close scrutiny' by the judiciary."]

Arbitration ended December 8, 2017 and yet Judge Kim J. Brown refuses to lift the stay.

See ¶40, footnote 13, Tenth District Court of Appeals 19AP202 quoted: "The exact wording of this order refers to a stay of claims and defenses involving TRG, [...]. However, the parties and the court all seem to understand it to also refer to a stay of the claims and defenses between the parties while the arbitration was pending. Such understanding is consistent with R.C. 2711.02(B)."

CONCLUSION

Whereas, the Lower trial Court Judge blatantly disregarded orders, decisions and jurisdiction of the higher court, including the ordered hearing on the Crime Reports;

Whereas, the appeals court panel rendered a determination that directly conflicted with an earlier rendered dispositive determination;

Whereas, the Lower trial Court Judge refused to lift the stay on this (7) seven-year-old case so that all claims and defenses can be brought to finality.

Now therefore, this Supreme Court of Ohio shall intervein, make corrections, ensure the original panel determination shall remain, grant due process rights on all claims and uphold the integrity of the Judiciary which we the people rely upon for equal justice under law.

Merrilee Stewart moves and prays the Supreme Court of Ohio to GRANT Jurisdiction.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of May 2022, this document was served via e-mail to James R. Carnes (jcarnes@shumaker.com) and Matthew T. Kemp (mkemp@shumaker.com).

On this 12th day of May 2022, this document was also electronically filed via the Court's authorized electronic filing system which will send notifications of this filing to the following:

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