

IN THE SUPREME COURT OF OHIO

GRACIE E. MCBROOM IN PRO SE,

Petitioner,

VS.

BANKERS LIFE AND CASUALTY COMPANY,

Respondent.

Case No. 1996-1830

Court of Common Pleas Case No.
14CVH06-6188

Hamilton County Circuit Superior
Court 2, Case No. 29DOZ 1406MI
6434

Probate Court Case No. 481 694

The United States District Court
Case No. 2:12-cv-01074-ALM NMK

United States Court of Appeals
Case No.15-4186

AMENDED

MOTION FOR RELIEF FROM
JUDGMENT, ORDER OR
PROCEEDING

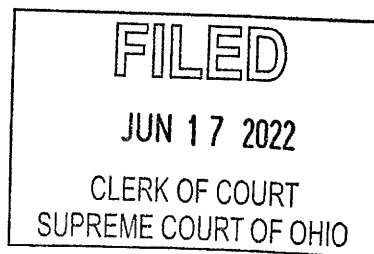
FRANKLIN COUNTY COURT OF COMMON PLEAS

Gracie E. McBroom, Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
Telephone: (614) 449-8555

Harland Hanna Hale
6637 Merwin Road
Columbus, Ohio 43235, 614-291-1211

COUNSEL FOR PETITIONER
GRACIE MCBROOM

COUNSEL FOR RESPONDENT
BANKERS LIFE AND CASUALTY COMPANY



LIST OF PARTIES

- [] All parties appear in the caption of the case of the cover page.
- [X] All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this Petition is as follows:

TO THE HONORABLE SUPREME COURT OF OHIO

Petitioner Gracie E. McBroom in Pro Se, file this Motion for relief from judgment, order or proceeding with this Court, pursuant to 59 Ohio Jur. 3d Insurance § 1391, R.C. 2396.06 and Rules Civ. Proc. Rule 60(B), OH ST RCP Rule 60(B)

IDENTITY OF PARTIES AND COUNSEL

The following are the parties to the Franklin County Court of Common Pleas final proceeding their counsel:

1. Gracie E. McBroom in Pro Se
Plaintiff-Appellant in the United States Court of Appeals of Ohio, Plaintiff in the United States District Court of Ohio, Plaintiff in the Trial Court, and the Hamilton County Circuit Superior Court 2, Noblesville, IN

2. Bankers' Life and Casualty Company Annuity Services
S.K. Huffer & Associates, P.C
Counsel of Record
12821 East New Market Street
Suite 250
Carmel, IN 46032
Telephone: 317-564-4808
Facsimile: 317-564-4812
Email: steven@hufferlaw.com

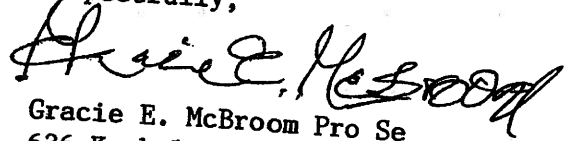
Address of Bankers' Life and Casualty Company Annuity Services
P.O. Box 1938
Carmel, IN 46082-1938
(312) 396-6000

VERIFICATION

Gracie E. McBroom, Counsel of Record, certifies and verifies that the facts and claims set forth herein are true to the best of her information and belief and that she is lawfully entitled to the remedy sought through this action.

This Motion for a Relief from Judgment is supported by the accompanying Verification and Memorandum, as well as Appendixes.

Respectfully,



Gracie E. McBroom Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
(614) 449-8555

IN THE SUPREME COURT OF OHIO

GRACIE E. MCBROOM IN PRO SE,

Petitioner,

vs.

BANKERS LIFE AND CASUALTY COMPANY,

Respondent.

Case No.

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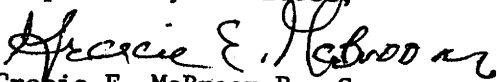
United States Court of Appeals

Case No. 15-4186

Citation of Legal Authorities

(c) "Correspondence with the Court. Letter to the Court are generally inappropriate and disfavored unless (1) requested by the Court in a specific matter, or (2) advising the Court of the settlement of a Pending matter. 'All other written communication shall be by way of formal motion of memorandum submitted in compliance with these Rules. All letter(s) sent to the Court shall be contemporaneously served upon opposing counsel, unless otherwise ordered by the Court. ' "

Respectfully submitted,



Gracie E. McBroom Pro Se

636 Koebel Avenue

Columbus, Ohio 43207

(614) 449-8555

Petitioner filed the above case in the Franklin County Court of Common Pleas on June 13, 2014 and the expiration date of eight years will be June 13, 2022. According to the time, which comport with the requirement of 67 Ohio Jur. 3d. Etc. § 1391. Statutory Limitations of time for action, 59 Ohio Jur. 3d Insurance § 1391, in the absence of any valid contractual, or any special statutory, provision limiting the time for the commencement of an action upon a contract of insurance, the general statutes of limitation on contract actions apply such that actions upon written contracts of insurance must be brought within eight years after the cause therefor accrued. R.C. 2396.06 an action upon an insurance contract not in writing, or upon a liability created by statute other than a forfeiture or penalty, must be brought within six years, R.C. 2305.07, running from the time the demand is made. Crabbe v. Jones, 33 Ohio Op. 176, 45 Ohio L. Abs 443, 17 Ohio Supp. 189 (C.P. 145); Swing v. Crane, 22 Ohio C.D. 616, 1908 WL 1063 (Ohio Cir. Ct. 1908), aff'd 79 Ohio St. 461, 87 N.E. 1141 (1990).

MOTION FOR RELIEF FROM JUDGMENT, ORDER
OR PROCEEDING

" Rules Civ. Proc. Rule 60(B), OH ST RCP Rule 60(b)

(B) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence;

Fraud; Etc. On motion and upon such terms as are just, the court may relieve

5.

a party or his legal representative from a final judgment, order or proceeding? for the following reasons: (1) mistakes, inadvertence, surprise or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(B); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) the judgment has been satisfied, released or discharged, or prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application, or (5) any other reasons justifying relief from the judgment, order or proceeding."

As stated above, Petitioner filed her Complaint in the Franklin County Court of Common Pleas on June 13, 2014, The Respondent did not answer Petitioner's Complaint while in the trial court. The trial court had (28) twenty-eight days to respond to Petitioner Complaint even if there is no response from the Respondent. No response was received to Petitioner from the trial Court. Ohio R. Civil Procedure Rule 12(A). App. (A). The case was on-going in this Court. He had is Moved To The Federal Court,

On June 13, 2014, Clerk of the Franklin County Court of Common Pleas Email alternately the subpoena by Sheriff to the Clerk at the Hamilton County Circuit Court. Case Summary of this Court stated on:

Court notes that Plaintiff has filed an Answer to Defendant's Notice of Removal to Federal Court. The Courts review of the file and the Case Chronological Summary shows no filing by the Defendant Bankers Life. Plaintiffs pleading will be placed in the file but the Court

is taking no action at this time. Court does inform the Plaintiff that the Indiana Rules of Procedure indicate that the Pleadings should be short and concise statements of the movants position. Appendix (B). Dated 08/01/2014 and Dismissed. According to the Order Dismissing Case Pursuant to T.R. 41(E) the Filed date is listed as March 31, 2016. Also, see Appendix "B"

See Appendix "C", Plaintiff's Answer to the Defendant's Notice of Removal to the Federal Court.

Also in Appendix "C" is a Report of Ronald N. Morris & Associates, Inc.

Document Consultants showing fabrication or alteration on any of the questioned documents? This was not acted upon by the Federal Court.

Thank you for your cooperation regarding this matter.

7.

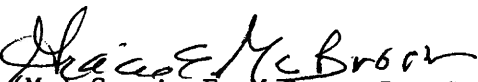
is taking no action at this time. Court does inform the Plaintiff that the Indiana Rules of Procedure indicate that the Pleadings should be short and concise statements of the movants position. Appendix (B). Dated 08/01/2014. According to the Order Dismissing the Case pursuant to T.R. 41(E) the file is dated is listed as March 31, 2016." Also, see Appendix "B".

See Appendix "C", Plaintiff's Answer to the Defendant's Notice of Removal to the Federal Court.

Also in Appendix "C", is the Report of Ronald N. Morris & Associates, Inc., Document Consultants, showing fabrication as well as alteration on the questioned documents? This was not acted upon by the Federal Court(s).

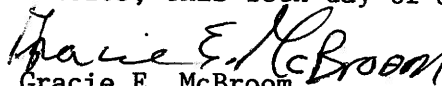
Thank you for your cooperation regarding this matter.

Respectfully submitted,


(Ms) Gracie E. McBroom Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
(614) 449-8555

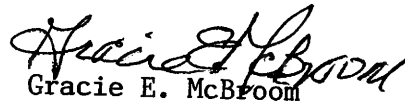
CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion for Relief From Judgment was served by regular U.S. Mail postage prepaid, upon Harland Hanna Hale, 6637 Merwin Road, Columbus, Ohio 43235, this 18th day of June 2022.


Gracie E. McBroom

8.

P.S. Counsel of Record, Gracie E. McBroom, respectfully request that this Court enter an Order Granting Petitioner Relief from Judgment, ordering the authentic Will of the late Mr. Clarence O. McBroom, Sr., as he had requested before his death be given to Counsel of Record, Petitioner, Gracie E. McBroom of 636 Koebel Avenue, Columvua, Ohio.


Gracie E. McBroom

9.

THE ATTACHED ENCLOSURES ARE NOT PRESENTED FOR THE CASE TO BE
RETRIED BUT ONLY FOR THE SAKE OF EVIDENCE TO SUPPORT CIV. R.
60(B) RELIEF FROM JUDGMENT

4. Shortly, after the Defendant Insured's death the Defendant's authorized agent Attorney Marcia Meckler of Bankers Life and Casualty Company, mailed a copy of the annuity insurance contract to various family members of the deceased. One in particular is Plaintiff's oldest son, Carroll A. McBroom, Jr., who received such a copy. He contacted Attorney Marcia Meckler and asked her why had he received this copy of the contract? She answered his question and in the course of the conversation Attorney Meckler revealed to my son that, "the Defendant Insured Clarence O. McBroom, Sr., before his death had time to come in and change the beneficiary of the insurance annuity contract." My son, Carroll McBroom, Jr., shared this information with Plaintiff. See Affidavits of Carroll A. McBroom, and Gracie McBroom attached as Appendix "B," and incorporated by reference.

5. Defendant Insured Clarence O. McBroom, Sr., deceased, stated to Kevin E. McBroom, Plaintiff's youngest son, while he was living that "Clarence O. McBroom, Jr., and Denise McBroom, son and daughter-in-law, think that they are going to get all of this money from my insurance contract but since they were not concerned about my care they are not going to get a dime." See Affidavit of Kevin E. McBroom, attached as Appendix "B," and incorporated by reference.

6. On May 6, 2012, Plaintiff called the office of the Defendant's agent Attorney Marcia Meckler and spoke with the agent's legal Secretary in which she informed Plaintiff that Bankers Life and Casualty Company is the Company that have the annuity insurance policies of 7691872 and 7645511. Plaintiff later learned by an agent at Bankers Life and Casualty Company that they were not the insurance company for the policy no. US 455361. During the course of this conversation the agent's legal Secretary told Plaintiff that, "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies." See Affidavit of Plaintiff at Appendix "B," also a copy of letter dated May 7, 2013, which is attached and marked as Appendix "C," and incorporated by reference.

7. On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death, went into the office of the authorized agent Attorney Marcia Meckler and changed the beneficiary of the annuity insurance contract of Nos. 7691873, 7645511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. The Defendant agent Attorney Marcia Meckler never passed this contract on to Defendant Lori Willard, Bankers Life and Casualty Company in Indiana. This is what the Defendant's legal Secretary meant when she stated to Plaintiff in paragraph 6, that "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies."

8. Plaintiff contacted Bankers Life and Casualty Company and spoke with an agent of the Company and discussed Clarence O. McBroom, Sr., changing the contract stating that Gracie E. McBroom was the beneficiary and not Clarence O. McBroom Jr. The agent stated to Plaintiff that, "the only way that Clarence O. McBroom Jr., could have received money of policies 7691873 and 7645511, was that Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds." The Company, Bankers Life and Casualty Company in Indiana used the contract in Appendix "A," for Clarence O. McBroom, Jr.

9. Plaintiff asked the agent if the Company still had a copy of this letter that stated Plaintiff disclaimed myself from receiving those funds? She answered, "yes and informed Plaintiff to contact the Defendant's Branch Sales Office for a copy of this letter and any information that would be provided for me." This is fraudulent because Plaintiff never wrote such a letter disclaiming myself from receiving those funds. Defendant Lori Willard of Bankers Life and Casualty Company said in the letter dated September 10, 2013, regarding the policy no. 7645511, "as we indicated in a telephone conversation with you on July 16, 2013, as you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. Our report do not indicate that you were ever associated with said policy 7645511 in any capacity. Attached Appendix "H," ¶ 2, and incorporated by reference.

By the terms of the annuity insurance contract, Defendant Bankers Life and Casualty Company, agreed to pay on behalf of Defendant Insured the sum of monies which Defendant should become obligated to pay by reasons to the limitation of annuity by death for Policy No. 7691873 at \$124,-961.91 as of November 3, 1999, and Policy No. 7645511 at \$25,171.75 as of January 31, 2000. The Policy No. 7645511 was to be divided between Cara Mills and Plaintiff Gracie E. McBroom. Plaintiff Gracie E. McBroom has never received any money from this Company. Appendix "A," and incorporated by reference. The Company was to pay by growth of said policies.

10. The Defendant Lori Willard Bankers Life and Casualty Company is not truthful for she stated, "Plaintiff is not the designated beneficiary of this Policy either at the time it was issued or subsequently with said Policy 7645511 in any capacity." Yet, in the contract in Appendix "A," it shows that Plaintiff as being the designated beneficiary of policy 7645511? Also, she stated by phone to Plaintiff that, "Clarence O. McBroom, Jr., is not the designated beneficiary of Policy 7691873" then in writing she stated, "that he is the designated beneficiary of 7691873" as well as she made the checks payable to Clarence O. McBroom, Jr."

11. Defendant Insured Clarence Oscar McBroom, Sr. passed away on June 6, 2001, as you can see from the Certificate of Death #45433. Appendix "I."

12. An Estate was opened on behalf of the deceased which was ultimately resolved on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Appendix "G."

13. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. A letter per Attorney Tsiliacos to Bankers Life and Casualty Company dated September 25, 2013. I am enclosing that letter along with a copy of the check which your office sent to our Client. Also, see Appendixes "E," "H," and "I."

14. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Plaintiff Gracie E. McBroom will be subpoenaing Bankers Life and Casualty Company for information to reveal the cover up in this case. And request copies of the annuity, and the stated beneficiary. Appendix "I."

15. That timely, reasonably and repeated demands have been made upon the Defendant Bankers Life and Casualty Company to Correct the said breach, but Defendant Bankers Life and Casualty Company have steadfastly refused to live up to their contractual obligations and have breached the annuity insurance contract as attached hereto in Appendix "A." and incorporated herein by reference. As well as, not coming forward with the Revised Last Will and Testament of Clarence O. McBroom, Sr.

NEGLIGENT MISREPRESENTATION

16. As Plaintiff Gracie E. McBroom requested information from Lori Willard of Bankers Life and Casualty Company. She stated, that I had to get permission from Clarence O. McBroom, Jr., for any information but on the other hand, she told Attorney Tsiliacos that any requested information had to be done by subpoena. See Appendixes "J," and "K."

17. Within this Complaint is the evidence that Clarence McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence McBroom, Sr.,'s annuity insurance contract of Bankers Life & Casualty Company policies numbers 7691873 and 7645511. Clarence O. McBroom, Jr., obtained those policies fraudulently with the Company covering up for him.

18. Even, at this time without Plaintiff not having copies of the annuity nor the stated beneficiary it can clearly be shown that Clarence O. McBroom, Jr., is not the beneficiary of the Defendant Insured Clarence O. McBroom, Sr.,'s contract. Plaintiff Gracie E. McBroom will show within this Complaint the evidence that Clarence O. McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence O. McBroom, Sr.,'s annuity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

19. In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance. Appendix "I."

FACTUAL BACKGROUND

20. Plaintiff acted as the nurse of the Defendant Insured Clarence O. McBroom, Sr., during his illness. Before the death of the Defendant Insured, he stated to Plaintiff Gracie E. McBroom that I was the beneficiary of those policies. See attached Appendixes "B," "D" and incorporated by reference.

21. On May 7, 2013, Plaintiff wrote a letter to the Defendant after getting the contact information from Defendant's agent as to Bankers Life and Casualty Company being Mr. Clarence McBroom Sr.,'s client. In this letter Plaintiff stated to Defendant how those policies were determine to be Plaintiff from Defendant Insured. See Appendixes "C," "D," and incorporated by reference.

22. On June 19, 2013, Plaintiff received a letter from Defendant stating, that on March 20, 2006, the policy of 7691873 was surrendered on to Clarence O. McBroom, Jr. in the amount of \$82,405.07. Plaintiff also received another letter dated June 19, 2013 stating that on March 20, 2006, \$82,405.07 was surrendered to Clarence McBroom, Jr. See attached Appendix "E," and incorporated by reference.

JURISDICTION AND VENUE

23. This action by Plaintiff Gracie E. McBroom seeks compensatory and exemplary damages in excess of the minimum jurisdictional limits of this court, declaratory and injunctive relief, and other relief for breach of the duty of good faith, breach of obligation to Plaintiff, and violations of the Indiana Insurance Code.

24. Defendant authorized agent Attorney Marcia L. Meckler have an agency in Franklin, Ohio therefore venue is proper in Franklin, Ohio.

ADDITIONAL CLAIM FOR RELIEF FOR BREACH OF OBLIGATION GOOD FAITH AND FAIR DEALING TO PLAINTIFF

Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 25 as if fully set forth in this matter.

25. In light of the duties of good faith and fair dealing owed to Plaintiff, the Defendant Bankers Life and Casualty Company is obligated to handle Plaintiff Gracie E. McBroom's annuity contract properly, to avoid making misrepresentations, and to avoid engaging in unlawful and deceptive trade practices in the business of insurance. By engaging in the acts and practices described in paragraphs 1 and throughout this Complaint, the Defendant Bankers Life and Casualty Company has breached its duty of good faith and fair dealing owed to Plaintiff Gracie E. McBroom.

26. As a result of such breaches of the duty of good faith and fair dealing Plaintiff Gracie E. McBroom has suffered and is continuing to suffer, serious actual and potential harm, and by this suit Plaintiff Gracie McBroom seeks recovery for such harm.

27. The Defendant Bankers Life and Casualty Company has committed its bad-faith conduct in violation of the law and reckless disregard for Plaintiff Gracie McBroom's rights and interests, and for this conduct, Plaintiff Gracie McBroom seeks exemplary damages.

28. According to the Defendant's agent, the Defendant Insured came into the office of Defendant agent and change the will, taking Clarence McBroom Jr.'s name off of the will. However, with the Defendant's agent knowing this, how could she do a Title Transfer properly to Clarence McBroom Jr. for the properties of 464 and 466 Olpp Street, Columbus, Ohio 43207? (See attached Appendix "G" and incorporated by reference.

29. On September 10, 2013, Plaintiff Gracie McBroom received a letter from Defendant Lori Willard, Bankers Life and Casualty Company stating as follows:

As we indicated in a telephone conversation with you on July 16, 2013, Clarence McBroom Sr. was the annuitant and owner of policy 7645511. As you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. If we had, it would have been irrelevant to policy 7645511 since our records do not indicate that you were ever associated with said policy in any capacity.

Our privacy practices do not allow us to divulge any other information to you. We respect the confidentiality of our clients' private information and protect it in a responsible and professional manner. By law, we are required to obtain authorization from either the named beneficiary of policy 7645511 or the legal representative of the Estate of Clarence McBroom Sr. in order to release further information to you. Our records do not reflect such an authorization on file for you.

Your Honor, Please note Appendix "G," paragraph 6. Also see Appendix "H" and incorporated by reference. If Defendant Lori Willard say that Clarence McBroom Jr., is the annuitant of Policy 7645511 there has to be another insurance contract saying so, or there exist the fraudulent letter supposedly written by Plaintiff disclaiming myself from receiving those funds. Because according to the will it shows that Plaintiff Gracie McBroom is the annuitant of Policy No. 7645511?

30. With Plaintiff Gracie E. McBroom requesting information from Defendant Lori Willard of Bankers Life and Casualty Company, it was stated to Plaintiff in order to get any information released from the Company McBroom had to get permission from Clarence O. McBroom, Jr. Why should Plaintiff request information from Clarence McBroom, Jr., when Defendant Insured Clarence O. McBroom, Sr., did not include him in any of the insurance annuity contract? On the other hand, Defendant Lori Willard of Bankers Life and Casualty Company told Attorney Tsiliacos that the information needed had to be subpoena? Plaintiff Gracie E. McBroom will be subpoenaing information from the Defendant Bankers Life and Casualty Company to show who is the beneficiary of those policies. See Appendixes "J," and "K."

31. The Defendant Bankers and Casualty Company has taken and continues to take the position and has represented to Plaintiff Gracie E. McBroom that the policies it granted to Clarence McBroom, Jr. do not provide coverage for the claim that is made by Plaintiff Gracie E. McBroom at 636 Koebel Avenue, Columbus, Ohio 43207.

32. These representations are inconsistent, contradictory and contrary to the representations previously made to Plaintiff Gracie McBroom by the Defendant Lori Willard and Defendant Attorney Marcia Meckler of Bankers Life and Casualty Company. The Defendant Bankers Life and Casualty Company made a claim under that insurance to Clarence McBroom, Jr., in Columbus, Ohio which are inconsistent and contradictory.

33. Among, other things the Defendant Bankers Life and Casualty Company (1) failed to acknowledge, respond to pertinent communication to Plaintiff Gracie E. McBroom; (2) failed to adopt implement reasonable standards for prompt investigation of claims; (3) wrongfully denied and refused to pay Plaintiff Gracie McBroom claims without conducting a reasonable investigation; and failed to provide promptly to Plaintiff Gracie E. McBroom.

34. Plaintiff Gracie McBroom contacted Attorney Narcus J. Tsiliacos, 2999 E. Dublin-Granville Road, Suite 220, Columbus, Ohio 43231 to represent Plaintiff in this matter. However he no longer represent Plaintiff. On September 25, 2013 Attorney Narcus J. Tsiliacos wrote a letter to Defendant Banker Life and Casualty Company. It reads as follows:

Re: Gracie McBroom
Insured: Clarence McBroom, Sr.
Policy: 7691873

Dear Sir or Madam:

We represent Gracie McBroom who came into our office because she was having difficulty understanding a certain matter. After we reviewed the materials she presented to us, we are also confused. We are writing this letter along with its attachments in order for you to help us resolve our questions.

Clarence Oscar McBroom, Sr. passed away on June 6, 2001 as you can see from the Certificate of Death #45433. An Estate was opened on behalf of the deceased which was ultimately resolved and closed on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013, in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." I am enclosing that letter along with a copy of the check which your office sent to our client. It is noted that the check was made out to McBroom, Clarence of 2692 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Would you please explain this to us along with any further necessary documentation in order to clarify this matter?

(please, over)

In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance.

A further issue that we have and the most important is that our client tells us that she was told by one of your agents that Policy #7691873 in the amount of \$124,961.91 did not include Clarence O. McBroom, Jr. as the beneficiary and she feels she was named as a beneficiary to that Policy, but never received any funds from it.

Your prompt reply along with any verifying documentation will be appreciated.

...Marcus J. Tsiliacos
Attorney at Law

(See Appendix "I",)

35. Response from the Defendant Bankers Life and Casualty Company to the letter of September 10, 2013 as follows:

RE:Policy 7691873

Dear Mr. Tsiliacos:

We are in receipt of your letter dated September 25, 2013, in which on behalf of your client, Gracie McBroom, you have requested information and documentation pertaining to the policy captioned above.

We have previously been in communication with Ms. McBroom on a number of occasions in which we have explained to her that she has no interest in policy 7691873. We respect the confidentiality of our policyholders' private information and protect it in a responsible and professional manner. Due to privacy practices, no additional information can be provided unless we are provided with a subpoena for the records being sought.

(Please see Appendix "J".)

... Sincerely
Lori Willards

36. On March 28, 2014 Plaintiff called the agent's legal Secretary of the Defendant agent Attorney Marcia Meckler's office and Plaintiff asked her for the name of the Company that have the insurance annuity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance annuity contract that she told Plaintiff previously that Defendant Insured Mr. Clarence O. McBroom, Sr., before his death came in the office and change the beneficiary taking Clarence O. McBroom, Jr., off of the contract.

The agent legal Secretary said, "she would call me back with the answer after getting permission from her boss, Attorney Marcia Meckler." She called me back on March 29, 2014, stating that, "she did not have this insurance annuity contract nor the name of the Company of insurance annuity contract No. #US 455361. Plaintiff will be subpoenaing the Agent with this request.

1. McBroom's claim allege for intentional infliction of emotion distress which constitute any and all outrageous conduct by the Defendant.

To state a claim for intentional infliction of emotional distress, the plaintiff must show that the defendant's conduct was "so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." *Mam v. The Cincinnati Enquirer* (1st Dist. No. C-090747), 2010-Ohio-3963, at ¶25-26. The assertions in the complaint must, therefore, state that the defendant's conduct intentionally and recklessly caused severe emotional distress through extreme and outrageous conduct. *Adkins v. Dupont Vespel Parts & Shapes*, (8th Dist. No. 88352), 2007-Ohio-2770, at ¶8.

On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death went into the office of the authorized agent Attorney Marcia Meckler and changed

the beneficiary of the annuity insurance contract of Policies Nos. 7691873, 7645511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. US 455361 is not the policy of Bankers Life and Casualty Company.

The agent of Bankers Life and Casualty Company after Plaintiff requested information about receiving the funds, stated Clarence O. McBroom Jr., had received those funds but the only way that those funds were released was that Plaintiff had to write a letter to the Company disclaiming herself from receiving those funds.

Plaintiff did not write a letter disclaiming myself from receiving those funds. This conduct by the Company is so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized community. The Defendant's conduct intentionally and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

2. McBroom's allegation of fraud to state a claim for relief under Civ.R.12(B)(6), and to plead fraud with particularity as required by Civ.R.9 (B).

While Civ.R. 8(A) allows a complaint to set forth a short and plain statement of the claim demonstrating entitlement to relief, a claim for fraud requires that the circumstances constituting fraud be stated with particularity. Civ.R.9(B).

To prove fraud, a plaintiff must show the following elements:
(1) a representation or, where there is a duty to disclose, concealment of a fact, (2) which is material to the transaction at hand, (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred, (4) with the intent of misleading another into relying upon it, (5) justifiable reliance upon the representation or concealment and (6) a resulting injury proximately caused by the reliance. Cohen v. Lamko, Inc. (1984), 10 Ohio St 3d 167, 169.

The requirement of "particularity" in Civ.R.9(B) means that the pleading must contain allegations of fact showing each and every element of a cause of action for fraud. Rieger v. Podeweltz, (2nd Dist. No. 23520), 2010-Ohio-2509, ¶ 9). The Plaintiff must indeed demonstrate the false statement made by the defendant with particularity.

McBroom alleged that the Defendant Agent Attorney Marcia Meckler of Bankers Life and Casualty Company knew that the Defendant Insured Clarence O. McBroom, Sr.,'s contract did not contain the correct contract which I had originally been given which is an element of fraud Plaintiff must alleged.

Therefore, Plaintiff did detrimentally rely upon the wrong version of the contract. Defendant Lori Willard of Bankers Life and Casualty Company stated that Plaintiff is not the designated beneficiary of this policy either at the time it was issued or

subsequently with said policy 7645511 in any capacity. Yet, in the will in Appendix "A," it shows Plaintiff as being the designated beneficiary of policy 7645511.

It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a surrender of an annuity to be paid to himself at his last regular residence on March, 2006. How could this be possible?

Plaintiff have demonstrated that the Defendants have made false statements to Plaintiff about the contract. Even construing the allegations in light most favorable to McBroom, my Complaint void of operative facts showing that Defendant made false statement upon which Plaintiff relied.

The Defendant agent Attorney Marcia Meckler have made a false statement to Plaintiff by not acknowledging or coming forth with the contract where Defendant Insured Clarence O. McBroom, Sr., took Clarence O. McBroom, Jr.,'s name off of the contract and put Plaintiff's name on the Contract.

Behind the scene Defendant, on the one hand even soever believed, with their trickery and egregious conduct, felt that by eliminating the Contract that Defendant Insured Clarence McBroom, Sr., legal written Contract, came into Defendant agent Attorney Marcia Meckler's office of Bankers Life and Casualty Company and changed as well as substituting the original Contract would sufficed. The intention were for Plaintiff to believe that the original Contract would be legitimate in over riding

the changed Contract of Defendant Insured Clarence O. McBroom, Sr. The original Contract included Clarence O. McBroom, Jr., as the beneficiary whereas, the changed Contract of Clarence O. McBroom, Sr., excluded Clarence O. McBroom, Jr., 's name in its entirety as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie E. McBroom. Even with the change of Contract Clarence O. McBroom, Jr., still got the house at 464 and 466 Olpp Street?

Also, there is a letter written where Plaintiff disclaims myself from receiving those funds. A letter that the Company's Agent said that it exist but Defendant Lori Willard Bankers Life and Casualty Company said that this letter does not exist? Plaintiff did not write such a letter disclaiming myself from receiving those funds.

A party injured by a breach of contract is entitled to its expectation interest, which is the injured part's interest in having the benefit of the bargain by being put in a good position as that party would have been performed. Rasnick v. Tubbs, 126 Ohio App. 3d 431, 437, 710 N.E.2d 750, 753 (3d Dist. Marion County 1998).

The purpose behind granting a party contractual "expectation interest" damages is to give the aggrieved party benefit of the bargain and to put it in as good position as performance would have done. Livi Steel, Inc. v. Bank One, Youngstown, N.A., 65 Ohio App. 3d 581, 584 N.E. 2d 1267, 1272 (11th Dist. Trumbull County 1989)."

Plaintiff Gracie E. McBroom has listed the following Claims For Relief in this Complaint as follows:

FIRST CLAIM FOR RELIEF

(Breach of Contract against Defendant)

The Defendant Bankers Life and Casualty Company entered into an Agreement by the terms of the annuity insurance contract with Defendant Insured Clarence O. McBroom, Sr., to pay the beneficiary Gracie E. McBroom on behalf of Defendant Insured Clarence O. McBroom, Sr., monies according to the policies by reasons of death.

Plaintiff Gracie E. McBroom has performed all of its obligation according to the terms of the Contract, and all conditions precedent to Plaintiff Gracie E. McBroom recovery of the foregoing outstanding damages have occurred.

While Defendant Agent Attorney Marcia Meckler of Bankers Life and Casualty Company was on a (1) one week vacation Defendant Insured Clarence O. McBroom, Sr., went into the Defendant Agent Office and met with another attorney who changed the name of the beneficiary insurance contract from Clarence O. McBroom, Jr., to Gracie E. McBroom. This request of Defendant Insured Clarence O. McBroom, Sr., never materialized because Plaintiff Gracie E. McBroom never received those funds from the Company.

On the other hand, the original contract state that Policy No. 7645511 was to be divided equally between Cara Mills and Plaintiff Gracie McBroom, But Defendant Lori Willard of Bankers Life and Casualty Company, said that Plaintiff's name was never involved in Policy No. 7645511. An agent of Bankers Life and Casualty Company explained to Plaintiff Gracie E. McBroom that the only way Clarence O. McBroom Jr., and Denise McBroom got those funds was Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds. Plaintiff never wrote a letter stating that I had disclaimed myself from receiving those funds.

Defendant Bankers Life and Casualty Company has breached the contract which has caused Plaintiff Gracie E. McBroom to be injured in the amount of \$1,000,000, plus interest. The Defendant Attorney Marcia Meckler and Lori Willard of Bankers Life and Casualty Company acted outrageously when they would not honor the contract. It would be unjust for Clarence O. McBroom, Jr., and ~~Denise McBroom~~ to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annuity contract when he was disavowed from the contract.

SECOND CLAIM FOR RELIEF

(Quantum Meruit Against Defendant)

Plaintiff incorporates herein by reference each and every allegation set forth above.

Defendant Insured Clarence O. McBroom, Sr., passed away on June 6, 2001. An Estate was opened on behalf of the deceased which was ultimately received on January 9, 2003. The agent sent to Plaintiff Gracie E. McBroom a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006?

Defendant Bankers Life and Casualty Company unambiguously promised by a written binding contract that the Defendant would carry out the terms of the Contract after Defendant Insured Clarence O. McBroom, Sr.,'s death which did not include Clarence O. McBroom, Jr. receiving those funds.

Plaintiff Gracie E. McBroom reasonably justifiably and foreseeably relied on Defendant Insured Clarence O. McBroom, Sr., explaining to Plaintiff Gracie E. McBroom that Plaintiff was the beneficiary to Policies Nos. 7691873, 7645511 and US 455361. Also, Plaintiff relied on Defendant Bankers Life and Casualty Company by providing the terms of the contract to the Plaintiff and not by stating that Plaintiff was never a part of the contract. In which Plaintiff, Gracie McBroom is entitled to recover from Defendant Bankers Life and Casualty Company in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000), and costs.

THIRD CLAIM FOR RELIEF

(PROMISSORY ESTOPPEL AGAINST DEFENDANT)

Plaintiff incorporates herein by reference each and every allegation set forth above).

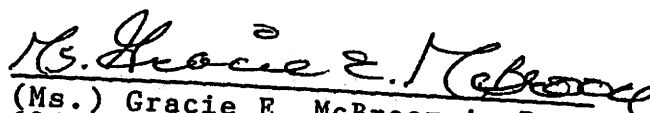
While Plaintiff Gracie E. McBroom was caring for Defendant Insured Clarence O. McBroom, Sr., with Plaintiff doing blood work on the Defendant I accidentally injected the needle into my body. Plaintiff got the permission from the Defendant to get the Blood Report from Grant Hospital. Plaintiff explained to the Defendant Clarence O. McBroom, Sr., that I wanted to give this Report to my Primary Care Doctor to put in Plaintiff's file if it is needed. He gave his approval and copy of the

Medical Report with his signature. See Appendix "K." If Clarence O. McBroom Jr.,'s signature is needed it can be found on the check in Appendix "E."

CONCLUSION

The undisputed facts and law shows the Court that Defendant Bankers Life and Casualty Company made Clarence O. McBroom, Jr., the designated beneficiary which he was not suppose to be according to Defendant Insured Mr. Clarence McBroom, Sr., upon his death.

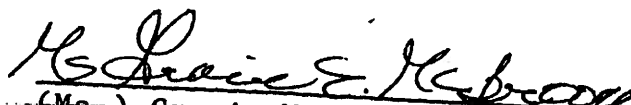
Respectfully submitted


(Ms.) Gracie E. McBroom in Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
(614) 449-8555

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Complaint was served by regular U.S. mail, postage prepaid, upon the following this 13th day of June, 2014.

Lori Willard
Banker Life and Casualty Company
1289 City Center Drive #275
Carmel, Indiana 46032
(317) 566-4828


(Ms.) Gracie McBroom

GRACIE E. MCBROOM
636 Koebel Avenue
Columbus, Ohio 43207

Plaintiff in Pro Se

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

Gracie E. McBroom,

Plaintiff,

) Case No. 14CVHO6 - 6188

v.

) Judge R. Sheward

Bankers Life and Casualty Company,

) Date: July 21, 2014

) Time: 10 a.m.

) Place: Franklin County Court
of Common Pleas
345 South High Street
Columbus, Ohio 43215

Defendant.)

(AMENDED)

PLAINTIFF'S ANSWER TO THE DEFENDANT'S NOTICE OF REMOVAL TO FEDERAL COURT

COMES NOW Plaintiff, Gracie E. McBroom in Pro Se, in pursuant to the Long-Arm Statute Laws §4.3:15, §4.3:19, §4.3:20, §4.3:23, RC 2307.382(A) and RC 2703.20 of Ohio Civil Practice, is requesting that the Court of Franklin County Common Pleas dismiss the Defendant's Notice of Removal of Plaintiff's Case to Federal Court as well as the Defendant did not filed the Notice in a timely manner. Plaintiff have started doing things based on my original Complaint and that goes to my fairness. In support of the Answer Plaintiff states as follows:

1. On June 13, 2014, a Clerk in the Court of Common Pleas in Franklin County sent an e-mail of Plaintiff's Complaint in which the Defendant have (30) thirty days from this date that e-mail was sent to respond. Plaintiff Gracie E. McBroom did not received Defendant's Notice of Removal until July 14, 2014. The wrong address of Original Complaint was returned on June 19 and June 20, 2014. (See Appendix "A").

The Clerk at the Hamilton County Circuit Court informed Plaintiff that the Complaint as it is called in Columbus, Ohio's Court, should be called a Petition in the Hamilton County Court. The Clerk at the Franklin County Common Pleas Court explained to Plaintiff that in order to change the name of the Complaint to a Petition Plaintiff had to file it as an Amended Complaint. The date of the Amended was filed on June 25, 14.

All information in the Original Complaint was the same as what is in the Amended Complaint except it being called the "Petition."

On June 25, 2014 Plaintiff mailed to Defendant as well as the Hamilton County Circuit Court the "Petition." According to the U.S. Postal Services it was received on June 27, 2014. (Amended).

2. If the Court of Common Pleas decide not to use the (30) thirty days for the Defendant from Plaintiff's Complaint filing, to show that the Defendant was clearly out of time filing the response, it would be prejudice to Plaintiff to move this case to another Court since the Discovery Process has already begun. With the original Complaint filed June 13, 2014, minus June 19 & 20, 2014 locating the right address they are out of time.

On June 13, 2014, Plaintiff Gracie E. McBroom through the Franklin County Court of Common Pleas by Sheriff subpoena Bankers Life and Casualty Company's Agent Marcia L. Meckler, 2369 East Main Street, Columbus, OH., for the Company's name of policy # US 455361 and a Revised Copy of the Will. Marcia Meckler response to the Subpoena was as follows:

I do not have nor have I ever seen any will except the will admitted to Franklin County Probate for Clarence McBroom, which you were furnished a copy of in July 2001. I have no documents relating to any annuities but the information I received about the annuity 455361 only had a designation of USG prior to the number. The proceeds from the annuity were not received by the estate. (See Appendix "A").

Plaintiff Gracie E. McBroom filed a Contempt of Court against Marcia Meckler in the Franklin County Court of Common Pleas because she have knowledge of this information but will not reveal it. This is still on-going in the Court of Common Pleas in Franklin County. Plaintiff paid the Franklin County Common Pleas Court for this Service and it would be unfair if this service is not completed as started in this Court. (See Appendix "A").

3. Plaintiff Gracie E. McBroom inquired of the Clerk at the Hamilton County Circuit Court about Subpoenaing Lori Willard, Bankers Life and Casualty Company Annuity Services in Carmel, Indiana. Plaintiff was told by the Clerk that in Order to file a Subpoena through the Court in Indiana there are two options. One, to pay \$60.00, with the Petition, Proposed Order and the Subpoena itself and two, pay the Court \$154.00 which guarantee that if the Defendant does not answer the Subpoena the Court will force them to Answer Plaintiff's Subpoena. As well as, a Petition and a Proposed Order is required in section two.

Plaintiff choose section two and paid the Hamilton County Circuit Court \$154.00 on June 25th, 2014. The Clerk at the Hamilton County Circuit Court could not sent the Subpoena by Sheriff because of the P.O. Box number.

The Clerk asked Plaintiff for an address other than a P.O. Box number and Plaintiff was told by the Clerk that she could send the Subpoena by Certified Mail. The Subpoena was delivered by the Clerk at the Hamilton County Circuit Court. Plaintiff Gracie E. McBroom requested the following information from the Subpoena from Bankers Life and Casualty Company as well as Plaintiff paid \$13.00 less for Certified mail. (See Appendixes "A", and "B"). As follows:

An Explanation of:

Clarence Oscar McBroom, Sr. passed away on June 6, 2001 as you can see from the Certificate of Death #45433. An Estate was opened on behalf of the deceased which was ultimately resolved and closed on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07."

I am enclosing that letter along with a copy of the check which your office sent to our client. It is noted that the check was made out to McBroom, Clarence of 2892 Mitzi Dr., Columbus, OH 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Would you please explain this to Plaintiff along with any further necessary documentation in order to clarify this matter?

Plaintiff want a copy of the annuity contract the Company used to release the funds to Clarence O. McBroom, Jr.

Plaintiff want a copy of the stated beneficiary.

~~Plaintiff want a copy of the fraudulent letter stating Plaintiff Gracie E. McBroom disclaimed myself from receiving the funds of the Defendant Insured Clarence O. McBroom's annuity contract.~~

Also, Plaintiff request an explanation of a letter dated September 10, 2013 from Defendant Lori Willard of Bankers Life and Casualty Company regarding the policy number 7645511. Stating, "you were not the designated beneficiary of this policy either at the time it was issued or subsequently. . . . Our report do not indicate that you were ever associated

with said policy 7645511 in any capacity."

When by the terms of the annuity contract, Defendant Bankers Life and Casualty Company, agreed to pay on behalf of Defendant Insured Clarence O. McBroom, Sr., Policy no. 7645511 which was to be divided between Cara Mills and Plaintiff Gracie E. McBroom. With this cover up by Bankers Life and Casualty Company this case will lead to criminal actions. (All of this information is found in the Appendixes in the Complaint).

4. The Long-Arm Statute Laws shows that the State Court have Jurisdiction to hear this case.

A. §4.3:15 Fourteenth Amendment Due Process restrictions on exercise of personal jurisdiction by state courts--Other constitutionally permissible bases of state court personal jurisdiction

"The Supreme Court of the United States has made clear that consent and presence of the defendant's person in the forum state (at the time of service of process) continue to be constitutionally permissible bases of state court personal jurisdiction. Although the Supreme Court of the United States has apparently generally rejected the presence of the defendant's property in the forum state as a basis of quasi-in-rem or attachment jurisdiction, it has acknowledged that an exception for Jurisdiction by necessity based on the presence of property of the defendant in the forum state may exist." Ohio Civ. P. §4.3:15 pp. 250-351,"

B. § 4.3:19 Relationship between requirements of a state long-arm provision and Fourteenth Amendment Due Process requirement--Types of long-arm provision--In general

"There are two primary types of state long-arm provision, the "enumerated act" long-arm and the "California-type" long-arm. Most states, including Ohio, have adopted an "enumerated act" long-arm. . . ."

5. C. § 4.3:20 ~~Relationship~~ Relationship between requirements of a state long-arm provision and Fourteenth Amendment Due Process requirements--Types of long-arm provision--In general

6. D. § 4.3:20 Relationship between requirements of a state long-arm provision and Fourteenth Amendment Due Process requirements--Primary types of long-arm provision--Enumerated act

"An "enumerated act" long-arm provision includes a "laundry list" various types of conduct or "enumerated acts," e.g., "transacting business" in the state, which are thought generally to make the exercise of personal jurisdiction over a nonresident constitutionally permissible. The seminal Illinois long-arm, effective January 1, 1956, provided in relevant part as follows:

Any person, whether or not a citizen or resident of this State, who person or through an agent does any of the acts hereinafter enumerated, thereby submits said person, and, if an individual, his personal representative, to the jurisdiction of the courts of this State as to any cause of action arising from the doing of any said acts:

- (a) The transaction of any business within the State;
- (b) The commission of a tortious act within this State;
- (c) The ownership, use, or possession of any real estate situated in this State;
- (d) Contracting to insure any person, property or risk located within this State at the time of contracting.

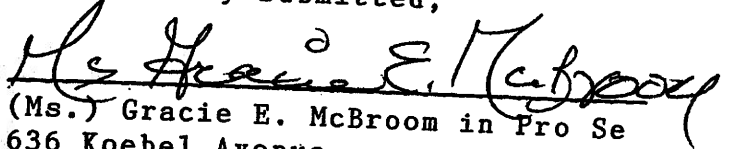
The Illinois statute further provided that "[O]nly causes of action arising from acts enumerated herein may be asserted against a defendant in an action in which jurisdiction over him is based upon this section. . . . " Ohio Civil Practice. pp 354-355.

7. The Primary Ohio Long-Arm Provision In General.

C. § 4.3:23 Primary Ohio long-arm provisions in general

--The various Ohio long-arm provisions
RC 2307.382(A) is the primary Ohio long-arm provision. Four other
provisions of the Revised Code authorize the exercise of personal ju-
risdiction by an Ohio court over a nonresident defendant. RC 2703.20
is the nonresident" Ohio Civil Practice. p. 360.

Respectfully submitted,


(Ms.) Gracie E. McBroom in Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
(614) 449-8555

CERTIFICATE OF SERVICE

I certify that the foregoing Plaintiff's Answer To The Defend-
ant's Notice of Removal To Federal Court was served by placing a copy
of same in the United States mail, first class postage prepaid this
21ST day of July 2014, addressed to the following:

S.K. HUFFER & ASSOCIATES, P.C.
12821 East New Market Street, Suite 250
Carmel, IN 46032
Telephone: 317-564-4808
Facsimile: 317-564-4812
E-mail: steveh@hufferlaw.com

ATTORNEYS FOR BANKERS LIFE &
CASUALTY COMPANY


Gracie E. McBroom

APPENDIX

“A”

E2152 - B1

IN THE COURT OF COMMON PLEAS

FRANKLIN COUNTY, OHIO

14CVH06 - 6188

Gracie E. McBroom
636 Koebel Avenue
Columbus, Ohio 43207

CASE NO.

Plaintiff in Pro Se.

JUDGE

vs.

Bankers Life and Casualty Company
1289 City Center Drive # 275
Carmel, In 46032

Defendant.

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2014 JUN 13 PM 1:06
CLERK OF COURTS

COMPLAINT

1. At all times relevant in this action, Plaintiff Gracie E. McBroom was and is a resident of Franklin, Ohio residing at 636 Koebel Avenue, Columbus, Ohio, 43207.

2. At all times relevant, Defendant Bankers Life and Casualty Company now is, mentioned in this Complaint organized and existing under and by virtue of the laws of the state of Indiana, and authorized to engage in the writing of annuity insurance in the state of Indiana, with its principal place of business located at 1289 City Center Drive # 275, Carmel, Hamilton, Indiana.

3. In and around November 3, 1999, Mr. Clarence McBroom Sr., deceased, sometimes called Defendant Insured, for a valuable consideration, purchased from Defendant Bankers Life and Casualty Company through its authorized agent, Marcia L. Meckler, 2369 East Main Street, Columbus, Ohio 43209, insurance Policies Nos. 7691873, 7645511 and US 455361, a copy of which is attached as Appendix "A." and incorporated by reference.

APPENDIX "C"

E2152 - B2

4. Shortly, after the Defendant Insured's death the Defendant's authorized agent Attorney Marcia Meckler of Bankers Life and Casualty Company, mailed a copy of the annuity insurance contract to various family members of the deceased. One in particular is Plaintiff's oldest son, Carroll A. McBroom, Jr., who received such a copy. He contacted Attorney Marcia Meckler and asked her why had he received this copy of the contract? She answered his question and in the course of the conversation Attorney Meckler revealed to my son that, "the Defendant Insured Clarence O. McBroom, Sr., before his death had time to come in and change the beneficiary of the insurance annuity contract." My son, Carroll McBroom, Jr., shared this information with Plaintiff. See Affidavits of Carroll A. McBroom, and Gracie McBroom attached as Appendix "B," and incorporated by reference.

5. Defendant Insured Clarence O. McBroom, Sr., deceased, stated to Kevin E. McBroom, Plaintiff's youngest son, while he was living that, "Clarence O. McBroom, Jr., and Denise McBroom, son and daughter-in-law, think that they are going to get all of this money from my insurance contract but since they were not concerned about my care they are not going to get a dime." See Affidavit of Kevin E. McBroom, attached as Appendix "B," and incorporated by reference.

6. On May 6, 2012, Plaintiff called the office of the Defendant's agent Attorney Marcia Meckler and spoke with the agent's legal Secretary in which she informed Plaintiff that Bankers Life and Casualty Company is the Company that have the annuity insurance policies of 7691872 and 7645511. Plaintiff later learned by an agent at Bankers Life and Casualty Company that they were not the insurance company for the policy no. US 455361. During the course of this conversation the agent's legal Secretary told Plaintiff that, "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies." See Affidavit of Plaintiff at Appendix "B," also a copy of letter dated May 7, 2013, which is attached and marked as Appendix "C," and incorporated by reference.

7. On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death, went into the office of the authorized agent Attorney Marcia Meckler and changed the beneficiary of the annuity insurance contract of Nos. 7691873, 7645511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. The Defendant agent Attorney Marcia Meckler never passed this contract on to Defendant Lori Willard, Bankers Life and Casualty Company in Indiana. This is what the Defendant's legal Secretary meant when she stated to Plaintiff in paragraph 6, that "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies."

Appendix 'C'

4 of 120

E2152 - B3

8. Plaintiff contacted Bankers Life and Casualty Company and spoke with an agent of the Company and discussed Clarence O. McBroom, Sr., changing the contract stating that Gracie E. McBroom was the beneficiary and not Clarence O. McBroom Jr. The agent stated to Plaintiff that, "the only way that Clarence O. McBroom Jr., could have received money of policies 7691873 and 7645511, was that Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds." The Company, Bankers Life and Casualty Company in Indiana used the contract in Appendix "A," for Clarence O. McBroom, Jr.

9. Plaintiff asked the agent if the Company still had a copy of this letter that stated Plaintiff disclaimed myself from receiving those those funds? She answered, "yes and informed Plaintiff to contact the Defendant's Branch Sales Office for a copy of this letter and any information that would be provided for me." This is fraudulent because Plaintiff never wrote such a letter disclaiming myself from receiving those funds. Defendant Lori Willard of Bankers Life and Casualty Company said in the letter dated September 10, 2013, regarding the policy no. 7645511, "as we indicated in a telephone conversation with you on July 16, 2013, as you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. Our report do not indicate that you were ever associated with said policy 7645511 in any capacity. Attached Appendix "H," ¶ 2, and incorporated by reference.

By the terms of the annuity insurance contract, Defendant Bankers Life and Casualty Company, agreed to pay on behalf of Defendant Insured the sum of monies which Defendant should become obligated to pay by reasons to the limitation of annuity by death for Policy No. 7691873 at \$124,-961.91 as of November 3, 1999, and Policy No. 7645511 at \$25,171.75 as as of January 31, 2000. The Policy No. 7645511 was to be divided between Cara Mills and Plaintiff Gracie E. McBroom. Plaintiff Gracie E. McBroom has never received any money from this Company. Appendix "A," and incorporated by reference. The Company was to pay by growth of said policies.

10. The Defendant Lori Willard Bankers Life and Casualty Company is not truthful for she stated, "Plaintiff is not the designated beneficiary of this Policy either at the time it was issued or subsequently with said Policy 7645511 in any capacity." Yet, in the contract in Appendix "A," it shows that Plaintiff as being the designated beneficiary of policy 7645511? Also, she stated by phone to Plaintiff that, "Clarence O. McBroom, Jr., is not the designated beneficiary of Policy 7691873" then in writing she stated, "that he is the designated beneficiary of 7691873" as well as she made the checks payable to Clarence O. McBroom, Jr."

11. Defendant Insured Clarence Oscar McBroom, Sr. passed away on June 6, 2001, as you can see from the Certificate of Death #45433. Appendix "I."

APPENDIX "C"

5 of 12

E2152 - B4

12. An Estate was opened on behalf of the deceased which was ultimately resolved on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Appendix "G."

13. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. A letter per Attorney Tsiliacos to Bankers Life and Casualty Company dated September 25, 2013. I am enclosing that letter along with a copy of the check which your office sent to our Client. Also, see Appendixes "E," "H," and "I."

14. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Plaintiff Gracie E. McBroom will be subpoenaing Bankers Life and Casualty Company for information to reveal the cover up in this case. And request copies of the annuity, and the stated beneficiary. Appendix "I."

15. That timely, reasonably and repeated demands have been made upon the Defendant Bankers Life and Casualty Company to Correct the said breach, but Defendant Bankers Life and Casualty Company have steadfastly refused to live up to their contractual obligations and have breached the annuity insurance contract as attached hereto in Appendix "A." and incorporated herein by reference. As well as, not coming forward with the Revised Last Will and Testament of Clarence O. McBroom, Sr.

NEGLIGENT MISREPRESENTATION

16. As Plaintiff Gracie E. McBroom requested information from Lori Willard of Bankers Life and Casualty Company. She stated that I had to get permission from Clarence O. McBroom, Jr., for any information but on the other hand, she told Attorney Tsiliacos that any requested information had to be done by subpoena. See Appendixes "J," and "K."

17. Within this Complaint is the evidence that Clarence McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence McBroom, Sr.,'s annuity insurance contract of Bankers Life & Casualty Company policies numbers 7691873 and 7645511. Clarence O. McBroom, Jr., obtained those policies fraudulently with the Company covering up for him.

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18. Even, at this time without Plaintiff not having copies of the annuity nor the stated beneficiary it can clearly be shown that Clarence O. McBroom, Jr., is not the beneficiary of the Defendant Insured Clarence O. McBroom, Sr.,'s contract. Plaintiff Gracie E. McBroom will show within this Complaint the evidence that Clarence O. McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence O. McBroom, Sr.,'s annuity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

19. In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance. Appendix "I."

FACTUAL BACKGROUND

20. Plaintiff acted as the nurse of the Defendant Insured Clarence O. McBroom, Sr., during his illness. Before the death of the Defendant Insured, he stated to Plaintiff Gracie E. McBroom that I was the beneficiary of those policies. See attached Appendixes "B,D" and incorporated by reference.

21. On May 7, 2013, Plaintiff wrote a letter to the Defendant after getting the contact information from Defendant's agent as to Bankers Life and Casualty Company being Mr. Clarence McBroom Sr.,'s client. In this letter Plaintiff stated to Defendant how those policies were determine to be Plaintiff from Defendant Insured. See Appendixes "C," "D," and incorporated by reference.

22. On June 19, 2013, Plaintiff received a letter from Defendant stating, that on March 20, 2006, the policy of 7691873 was surrendered on to Clarence O. McBroom, Jr. in the amount of \$82,405.07. Plaintiff also received another letter dated June 19, 2013 stating that on March 20, 2006, \$82,405.07 was surrendered to Clarence McBroom, Jr. See attached Appendix "E," and incorporated by reference.

Appendix "C"

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JURISDICTION AND VENUE

23. This action by Plaintiff Gracie E. McBroom seeks compensatory and exemplary damages in excess of the minimum jurisdictional limits of this court, declaratory and injunctive relief, and other relief for breach of the duty of good faith, breach of obligation to Plaintiff, and violations of the Indiana Insurance Code.

24. Defendant authorized agent Attorney Marcia L. Mockler have an agency in Franklin, Ohio therefore venue is proper in Franklin, Ohio.

ADDITIONAL CLAIM FOR RELIEF FOR BREACH OF OBLIGATION GOOD FAITH AND FAIR DEALING TO PLAINTIFF

Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 25 as if fully set forth in this matter.

25. In light of the duties of good faith and fair dealing owed to Plaintiff, the Defendant Bankers Life and Casualty Company is obligated to handle Plaintiff Gracie E. McBroom's annuity contract properly, to avoid making misrepresentations, and to avoid engaging in unlawful and deceptive trade practices in the business of insurance. By engaging in the acts and practices described in paragraphs 1 and throughout this Complaint, the Defendant Bankers Life and Casualty Company has breached its duty of good faith and fair dealing owed to Plaintiff Gracie E. McBroom.

26. As a result of such breaches of the duty of good faith and fair dealing Plaintiff Gracie E. McBroom has suffered and is continuing to suffer, serious actual and potential harm, and by this suit Plaintiff Gracie McBroom seeks recovery for such harm.

27. The Defendant Bankers Life and Casualty Company has committed its bad-faith conduct in violation of the law and reckless disregard for Plaintiff Gracie McBroom's rights and interests, and for this conduct, Plaintiff Gracie McBroom seeks exemplary damages.

Appendix 6

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28. According to the Defendant's agent, the Defendant Insured came into the office of Defendant agent and change the will, taking Clarence McBroom Jr.'s name off of the will. However, with the Defendant's agent knowing this, how could she do a Title Transfer properly to Clarence McBroom Jr. for the properties of 464 and 466 Olpp Street, Columbus, Ohio 43207? (See attached Appendix "G" and incorporated by reference.

29. On September 10, 2013, Plaintiff Gracie McBroom received a letter from Defendant Lori Willard, Bankers Life and Casualty Company stating as follows:

As we indicated in a telephone conversation with you on July 16, 2013, Clarence McBroom Sr. was the annuitant and owner of policy 7645511. As you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. If we had, it would have been irrelevant to policy 7645511 since our records do not indicate that you were ever associated with said policy in any capacity.

Our privacy practices do not allow us to divulge any other information to you. We respect the confidentiality of our clients' private information and protect it in a responsible and professional manner. By law, we are required to obtain authorization from either the named beneficiary of policy 7645511 or the legal representative of the Estate of Clarence McBroom Sr. in order to release further information to you. Our records do not reflect such an authorization on file for you.

Your Honor, Please note Appendix "G," paragraph 6. Also see Appendix "H" and incorporated by reference. If Defendant Lori Willard say that Clarence McBroom Jr., is the annuitant of Policy 7645511 there has to be another insurance contract saying so, or there exist the fraudulent letter supposedly written by Plaintiff disclaiming myself from receiving those funds. Because according to the will it shows that Plaintiff Gracie McBroom is the annuitant of Policy No. 7645511?

Appendix "C"

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30. With Plaintiff Gracie E. McBroom requesting information from Defendant Lori Willard of Bankers Life and Casualty Company, it was stated to Plaintiff in order to get any information released from the Company McBroom had to get permission from Clarence O. McBroom, Jr. Why should Plaintiff request information from Clarence McBroom, Jr., when Defendant Insured Clarence O. McBroom, Sr., did not include him in any of the insurance annuity contract? On the other hand, Defendant Lori Willard of Bankers Life and Casualty Company told Attorney Tsiliacos that the information needed had to be subpoena? Plaintiff Gracie E. McBroom will be subpoenaing information from the Defendant Bankers Life and Casualty Company to show who is the beneficiary of those policies. See Appendixes "J," and "K."

31. The Defendant Bankers and Casualty Company has taken and continues to take the position and has represented to Plaintiff Gracie E. McBroom that the policies it granted to Clarence McBroom, Jr. do not provide coverage for the claim that is made by Plaintiff Gracie E. McBroom at 636 Koebel Avenue, Columbus, Ohio 43207.

32. These representations are inconsistent, contradictory and contrary to the representations previously made to Plaintiff Gracie McBroom by the Defendant Lori Willard and Defendant Attorney Marcia Meckler of Bankers Life and Casualty Company. The Defendant Bankers Life and Casualty Company made a claim under that insurance to Clarence McBroom, Jr., in Columbus, Ohio which are inconsistent and contradictory.

33. Among, other things the Defendant Bankers Life and Casualty Company (1) failed to acknowledge, respond to pertinent communication to Plaintiff Gracie E. McBroom; (2) failed to adopt implement reasonable standards for prompt investigation of claims; (3) wrongfully denied and refused to pay Plaintiff Gracie McBroom claims without conducting a reasonable investigation; and failed to provide promptly to Plaintiff Gracie E. McBroom.

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34. Plaintiff Gracie McBroom contacted Attorney Narcus J. Tsiliacos, 2999 E. Dublin-Granville Road, Suite 220, Columbus, Ohio 43231 to represent Plaintiff in this matter. However he no longer represent Plaintiff. On September 25, 2013 Attorney Narcus J. Tsiliacos wrote a letter to Defendant Banker Life and Casualty Company. It reads as follows:

Re: Gracie McBroom
Insured: Clarence McBroom, Sr.
Policy: 7691873

Dear Sir or Madam:

We represent Gracie McBroom who came into our office because she was having difficulty understanding a certain matter. After we reviewed the materials she presented to us, we are also confused. We are writing this letter along with its attachments in order for you to help us resolve our questions.

Clarence Oscar McBroom, Sr. passed away on June 6, 2001 as you can see from the Certificate of Death #45433. An Estate was opened on behalf of the deceased which was ultimately resolved and closed on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013, in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." I am enclosing that letter along with a copy of the check which your office sent to our client. It is noted that the check was made out to McBroom, Clarence of 2692 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Would you please explain this to us along with any further necessary documentation in order to clarify this matter?

(please, over)

APPENDIX "E"

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In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance.

A further issue that we have and the most important is that our client tells us that she was told by one of your agents that Policy #7691873 in the amount of \$124,961.91 did not include Clarence O. McBroom, Jr. as the beneficiary and she feels she was named as a beneficiary to that Policy, but never received any funds from it.

Your prompt reply along with any verifying documentation will be appreciated.

...Narcus J. Tsiliacos
Attorney at Law

(See Appendix "I".)

35. Response from the Defendant Bankers Life and Casualty Company to the letter of September 10, 2013 as follows:

RE: Policy 7691873

Dear Mr. Tsiliacos:

We are in receipt of your letter dated September 25, 2013, in which on behalf of your client, Gracie McBroom, you have requested information and documentation pertaining to the policy captioned above.

We have previously been in communication with Ms. McBroom on a number of occasions in which we have explained to her that she has no interest in policy 7691873. We respect the confidentiality of our policyholders' private information and protect it in a responsible and professional manner. Due to privacy practices, no additional information can be provided unless we are provided with a subpoena for the records being sought.

(Please see Appendix "J".)

... Sincerely
Lori Willards

Appendix "C"

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36. On March 28, 2014 Plaintiff called the agent's legal Secretary of the Defendant agent Attorney Marcia Meckler's office and Plaintiff asked her for the name of the Company that have the insurance annuity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance annuity contract that she told Plaintiff previously that Defendant Insured Mr. Clarence O. McBroom, Sr., before his death came in the office and change the beneficiary taking Clarence O. McBroom, Jr., off of the contract.

The agent legal Secretary said, "she would call me back with the answer after getting permission from her boss, Attorney Marcia Meckler." She called me back on March 29, 2014, stating that, 'she did not have this insurance annuity contract nor the name of the Company of insurance annuity contract No. #US 455361. Plaintiff will be subpoenaing the Agent with this request.

1. McBroom's claim allege for intentional infliction of emotion distress which constitute any and all outrageous conduct by the Defendant.

To state a claim for intentional infliction of emotional distress, the plaintiff must show that the defendant's conduct was "so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." *Mann v. The Cincinnati Enquirer* (1st Dist. No. C-090747), 2010-Ohio-3963, at ¶25-26. The assertions in the complaint must, therefore, state that the defendant's conduct intentionally and recklessly caused severe emotional distress through extreme and outrageous conduct. *Adkins v. Dupont Vespel Parts & Shapes*, (8th Dist. No. 88352), 2007-Ohio-2770, at ¶8.

On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death went into the office of the authorized agent Attorney Marcia Meckler and changed

APPENDIX "C"

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the beneficiary of the annuity insurance contract of Policies Nos. 7691873, 7645511 and US 455361 from Clarence O. McBroom, Jr., to Gracie R. McBroom. US 455361 is not the policy of Bankers Life and Casualty Company.

The agent of Bankers Life and Casualty Company after Plaintiff requested information about receiving the funds, stated Clarence O. McBroom Jr., had received those funds but the only way that those funds were released was that Plaintiff had to write a letter to the Company disclaiming herself from receiving those funds.

Plaintiff did not write a letter disclaiming myself from receiving those funds. This conduct by the Company is so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized community. The Defendant's conduct intentionally and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

2. McBroom's allegation of fraud to state a claim for relief under Civ.R.12(B)(6), and to plead fraud with particularity as required by Civ.R.9 (B).

While Civ.R. 8(A) allows a complaint to set forth a short and plain statement of the claim demonstrating entitlement to relief, a claim for fraud requires that the circumstances constituting fraud be stated with particularity. Civ.R.9(B).

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To prove fraud, a plaintiff must show the following elements:

- (1) a representation or, where there is a duty to disclose, concealment of a fact,
- (2) which is material to the transaction at hand,
- (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred,
- (4) with the intent of misleading another into relying upon it,
- (5) justifiable reliance upon the representation or concealment and
- (6) a resulting injury proximately caused by the reliance. *Cohen v. Lanke, Inc.* (1984), 10 Ohio St 3d 167, 169.

The requirement of "particularity" in Civ.R.9(B) means that the pleading must contain allegations of fact showing each and every element of a cause of action for fraud. *Rieger v. Podeweltz*, (2nd Dist. No. 23520), 2010-Ohio-2509, ¶9). The Plaintiff must indeed demonstrate the false statement made by the defendant with particularity.

McBroom alleged that the Defendant Agent Attorney Marcia Neckler of Bankers Life and Casualty Company knew that the Defendant Insured Clarence O. McBroom, Sr.,'s contract did not contain the correct contract which I had originally been given which is an element of fraud Plaintiff must alleged.

Therefore, Plaintiff did detrimentally rely upon the wrong version of the contract. Defendant Lori Willard of Bankers Life and Casualty Company stated that Plaintiff is not the designated beneficiary of this policy either at the time it was issued or

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subsequently with said policy 7645511 in any capacity. Yet, in the will in Appendix "A," it shows Plaintiff as being the designated beneficiary of policy 7645511.

It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a surrender of an annuity to be paid to himself at his last regular residence on March, 2006. How could this be possible?

Plaintiff have demonstrated that the Defendants have made false statements to Plaintiff about the contract. Even construing the allegations in light most favorable to McBroom, my Complaint void of operative facts showing that Defendant made false statement upon which Plaintiff relied.

The Defendant agent Attorney Marcia Meckler have made a false statement to Plaintiff by not acknowledging or coming forth with the contract where Defendant Insured Clarence O. McBroom, Sr., took Clarence O. McBroom, Jr.,'s name off of the contract and put Plaintiff's name on the Contract.

Behind the scene Defendant, on the one hand even soever believed, with their trickery and egregious conduct, felt that by eliminating the Contract that Defendant Insured Clarence McBroom, Sr., legal written Contract, came into Defendant agent Attorney Marcia Meckler's office of Bankers Life and Casualty Company and changed as well as substituting the original Contract would sufficed. The intention were for Plaintiff to believe that the original Contract would be legitimate in over riding

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the changed Contract of Defendant Insured Clarence O. McBroom, Sr. The original Contract included Clarence O. McBroom, Jr., as the beneficiary whereas, the changed Contract of Clarence O. McBroom, Sr., excluded Clarence O. McBroom, Jr.,'s name in its entirety as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie E. McBroom. Even with the change of Contract Clarence O. McBroom, Jr., still got the house at 464 and 466 Olpp Street?

Also, there is a letter written where Plaintiff disclaims myself from receiving those funds. A letter that the Company's Agent said that it exist but Defendant Lori Willard Bankers Life and Casualty Company said that this letter does not exist? Plaintiff did not write such a letter disclaiming myself from receiving those funds.

A party injured by a breach of contract is entitled to its expectation interest, which is the injured part's interest in having the benefit of the bargain by being put in a good position as that party would have been performed. Rasnick v. Tubbs, 126 Ohio App. 3d 431, 437, 710 N.E.2d 750, 753 (3d Dist. Marion County 1998).

The purpose behind granting a party contractual "expectation interest" damages is to give the aggrieved party benefit of the bargain and to put it in as good position as performance would have done. Livi Steel, Inc. v. Bank One, Youngstown, N.A., 65 Ohio App. 3d 581, 584 N.E. 2d 1267, 1272 (11th Dist. Trumbull County 1989)."

Appendix "C"

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Plaintiff Gracie E. McBroom has listed the following Claims For Relief in this Complaint as follows:

FIRST CLAIM FOR RELIEF

(Breach of Contract against Defendant)

The Defendant Bankers Life and Casualty Company entered into an Agreement by the terms of the annuity insurance contract with Defendant Insured Clarence O. McBroom, Sr., to pay the beneficiary Gracie E. McBroom on behalf of Defendant Insured Clarence O. McBroom, Sr., monies according to the policies by reasons of death.

Plaintiff Gracie E. McBroom has performed all of its obligation according to the terms of the Contract, and all conditions precedent to Plaintiff Gracie E. McBroom recovery of the foregoing outstanding damages have occurred.

While Defendant Agent Attorney Marcia Meckler of Bankers Life and Casualty Company was on a (1) one week vacation Defendant Insured Clarence O. McBroom, Sr., went into the Defendant Agent Office and met with another attorney who changed the name of the beneficiary insurance contract from Clarence O. McBroom, Jr., to Gracie E. McBroom. This request of Defendant Insured Clarence O. McBroom, Sr., never materialized because Plaintiff Gracie E. McBroom never received those funds from the Company.

APPENDIX 44

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On the other hand, the original contract state that Policy No. 7645511 was to be divided equally between Cara Mills and Plaintiff Gracie McBroom, But Defendant Lori Willard of Bankers Life and Casualty Company, said that Plaintiff's name was never involved in Policy No. 7645511. An agent of Bankers Life and Casualty Company explained to Plaintiff Gracie E. McBroom that the only way Clarence O. McBroom Jr., and Denise McBroom got those funds was Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds. Plaintiff never wrote a letter stating that I had disclaimed myself from receiving those funds.

Defendant Bankers Life and Casualty Company has breached the contract which has caused Plaintiff Gracie E. McBroom to be injured in the amount of \$1,000,000, plus interest. The Defendant Attorney Marcia Meckler and Lori Willard of Bankers Life and Casualty Company acted outrageously when they would not honor the contract. It would be unjust for Clarence O. McBroom, Jr., and ~~Denise McBroom~~ to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annuity contract when he was disavowed from the contract.

APPENDIX C

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SECOND CLAIM FOR RELIEF

(Quantum Meruit Against Defendant)

Plaintiff incorporates herein by reference each and every allegation set forth above.

Defendant Insured Clarence O. McBroom, Sr., passed away on June 6, 2001. An Estate was opened on behalf of the deceased which was ultimately received on January 9, 2003. The agent sent to Plaintiff Gracie E. McBroom a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006?

Defendant Bankers Life and Casualty Company unambiguously promised by a written binding contract that the Defendant would carry out the terms of the Contract after Defendant Insured Clarence O. McBroom, Sr.,'s death which did not include Clarence O. McBroom, Jr. receiving those funds.

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Plaintiff Gracie E. McBroom reasonably justifiably and foreseeably relied on Defendant Insured Clarence O. McBroom, Sr., explaining to Plaintiff Gracie E. McBroom that Plaintiff was the beneficiary to Policies Nos. 7691873, 7645511 and US 455361. Also, Plaintiff relied on Defendant Bankers Life and Casualty Company by providing the terms of the contract to the Plaintiff and not by stating that Plaintiff was never a part of the contract. In which Plaintiff, Gracie McBroom is entitled to recover from Defendant Bankers Life and Casualty Company in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000), and costs.

THIRD CLAIM FOR RELIEF

(PROMISSORY ESTOPPEL AGAINST DEFENDANT)

Plaintiff incorporates herein by reference each and every allegation set forth above).

While Plaintiff Gracie E. McBroom was caring for Defendant Insured Clarence O. McBroom, Sr., with Plaintiff doing blood work on the Defendant I accidentally injected the needle into my body. Plaintiff got the permission from the Defendant to get the Blood Report from Grant Hospital. Plaintiff explained to the Defendant Clarence O. McBroom, Sr., that I wanted to give this Report to my Primary Care Doctor to put in Plaintiff's file if it is needed. He gave his approval and copy of the

Appendix C

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Medical Report with his signature. See Appendix "K." If Clarence O. McBroom Jr.,'s signature is needed it can be found on the check in Appendix "E."

CONCLUSION

The undisputed facts and law shows the Court that Defendant Bankers Life and Casualty Company made Clarence O. McBroom, Jr., the designated beneficiary which he was not suppose to be according to Defendant Insured Mr. Clarence McBroom, Sr., upon his death.

Respectfully submitted

Ms. Gracie E. McBroom
(Ms.) Gracie E. McBroom in Pro Se
636 Koebel Avenue
Columbus, Ohio 43207
(614) 449-8555

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Complaint was served by regular U.S. mail, postage prepaid, upon the following this 13th day of June, 2014.

Lori Willard
Banker Life and Casualty Company
1289 City Center Drive #275
Carmel, Indiana 46032
(317) 566-4828

Ms. Gracie E. McBroom
(Ms.) Gracie McBroom

APPENDIX "G" ✓

APPENDIX

“B”

HAMILTON COUNTY CIRCUIT COURT
SUBPOENA

CASE NO. 29 DOZ 1406 MI 6434

Gracie E. McBroom, Pro Se VS. Bankers Life and Casualty Company

State of Indiana, Hamilton County, ss:

TO: Lori Willard, Banker Life and Casualty Company Annuity Services
P.O. Box 1938

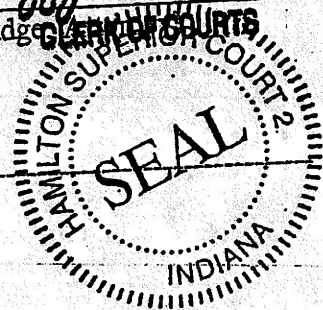
Carmel, (Hamilton) IN 46082-1938

You are commanded to produce the documents described in the attached on or before the 25th day of July, 2014, at _____m. You have been subpoenaed by: Gracie E. McBroom (Plaintiff/~~Defendant~~). Failure to comply may result in your arrest.

Dated: JUL -7 2014, 2014

Signature (Clerk, Judge, etc.)

Peggy Beaver



SHERIFF'S RETURN OF SERVICE

Served on _____, 20____, at _____m.

By: _____

*Pursuant to Indiana Code 34-44.5-1, et seq.1

ORIGINAL PETITION WITH HAMILTON COUNTY CLERK OFFICE

HAMILTON COUNTY, INDIANA

Gracie E. McBroom
636 Koebel Avenue
Columbus, Ohio 43207

29 DOZ 1400 MI 6434

CASE NO. 14CVH06 - 6188

Plaintiff in Pro Se,

JUDGE R. SHEWARD

vs.

Bankers Life and Casualty Company
Annuity Services
P.O. Box 1938
Carmel, IN 46082-1938

Defendant.

FILED

JUN 27 2014

25 PM
Peggy Beaver
CLERK OF THE
HAMILTON SUPERIOR COURT

PETITION

COMES NOW the Plaintiff Gracie E. McBroom, in the above styled and numbered case and files this Petition against Defendant Bankers Life and Casualty Company and would show unto the Court the following, to Wit:

BREACH OF CONTRACT

1. At all times relevant in this action, Plaintiff Gracie E. McBroom was and is a resident of Franklin, Ohio residing at 636 Koebel Avenue, Columbus, Ohio 43207
2. At all times relevant, Defendant Bankers Life and Casualty Company now is, mentioned in this Complaint organized and existing under and by virtue of the laws of the state of Indiana, and authorized to engage in the writing of annuity insurance in the state of Indiana, with its principal place of business located at 111 E. Wacker Drive, Suite 2100, Chicago Cook, Il. 60601, 1-800-782-1431.
3. In and around November 3, 1999, Mr. Clarence O. McBroom, Sr., deceased, sometimes called Defendant Insured, for a valuable consideration, purchased from Defendant Bankers Life and Casualty Company through its authorized agent, Attorney Marcia L. Meckler, 2369 East Main Street, Columbus, Franklin, Ohio 43209, insurance Policies Nos. 7691873, 7645511 and US 455361, a copy of which is attached as Appendix "A," and incorporated by reference.

4. Shortly, after the Defendant Insured's death the Defendant's authorized agent Attorney Marcia Meckler of Bankers Life and Casualty Company, mailed a copy of the annuity insurance contract to various family members of the deceased. One in particular is Plaintiff's oldest son, Carroll A. McBroom, Jr., who received such a copy. He contacted Attorney Marcia Meckler and asked her why had he received this copy of the contract? She answered his question and in the course of the conversation Attorney Meckler revealed to my son that, "the Defendant Insured Clarence O. McBroom, Sr., before his death had time to come in and change the beneficiary of the insurance annuity contract." My son, Carroll McBroom, Jr., shared this information with Plaintiff. See Affidavits of Carroll A. McBroom, and Gracie McBroom attached as Appendix "B," and incorporated by reference.

5. Defendant Insured Clarence O. McBroom, Sr., deceased, stated to Kevin E. McBroom, Plaintiff's youngest son, while he was living that "Clarence O. McBroom, Jr., and Denise McBroom, son and daughter-in-law, think that they are going to get all of this money from my insurance contract but since they were not concerned about my care they are not going to get a dime." See Affidavit of Kevin E. McBroom, attached as Appendix "B," and incorporated by reference.

6. On May 6, 2012, Plaintiff called the office of the Defendant's agent Attorney Marcia Meckler and spoke with the agent's legal Secretary in which she informed Plaintiff that Bankers Life and Casualty Company is the Company that have the annuity insurance policies of 7691872 and 7645511. Plaintiff later learned by an agent at Bankers Life and Casualty Company that they were not the insurance company for the policy no. US 455361. During the course of this conversation the agent's legal Secretary told Plaintiff that, "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies." See Affidavit of Plaintiff at Appendix "B," also a copy of letter dated May 7, 2013, which is attached and marked as Appendix "C," and incorporated by reference.

7. On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death, went into the office of the authorized agent Attorney Marcia Meckler and changed the beneficiary of the annuity insurance contract of Nos. 7691873, 764-5511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. The Defendant agent Attorney Marcia Meckler never passed this contract to Defendant Lori Willard, Bankers Life and Casualty Company in Indiana. This is what the Defendant's legal Secretary meant when she stated to Plaintiff in paragraph 6, that "just because Clarence O. McBroom, Jr.,'s name is on the will does not mean that he is the beneficiary to those policies."

8. Plaintiff contacted Bankers Life and Casualty Company and spoke with an agent of the Company and discussed Clarence O. McBroom, Sr., changing the contract stating that Gracie E. McBroom was the beneficiary and not Clarence O. McBroom Jr. The agent stated to Plaintiff that, "the only way that Clarence O. McBroom Jr., could have received money of policies 7691873 and 7645511, was that Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds." The Company, Bankers Life and Casualty Company in Indiana used the contract in Appendix "A," for Clarence O. McBroom, Jr.

9. Plaintiff asked the agent if the Company still had a copy of this letter that stated Plaintiff disclaimed myself from receiving those funds? She answered, "yes and informed Plaintiff to contact the Defendant's Branch Sales Office for a copy of this letter and any information that would be provided for me." This is fraudulent because Plaintiff never wrote such a letter disclaiming myself from receiving those funds. Defendant Lori Willard of Bankers Life and Casualty Company said in the letter dated September 10, 2013, regarding the policy no. 7645511, "as we indicated in a telephone conversation with you on July 16, 2013, as you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. Our report do not indicate that you were ever associated with said policy 7645511 in any capacity. Attached Appendix "H," ¶ 2, and incorporated by reference.

By the terms of the annuity insurance contract, Defendant Bankers Life and Casualty Company, agreed to pay on behalf of Defendant Insured the sum of monies which Defendant should become obligated to pay by reasons to the limitation of annuity by death for Policy No. 7691873 at \$124,-961.91 as of November 3, 1999, and Policy No. 7645511 at \$25,171.75 as as of January 31, 2000. The Policy No. 7645511 was to be divided between Cara Mills and Plaintiff Gracie E. McBroom. Plaintiff Gracie E. McBroom has never received any money from this Company. Appendix "A," and incorporated by reference. The Company was to pay by growth of said policies.

10. The Defendant Lori Willard Bankers Life and Casualty Company is not truthful for she stated, "Plaintiff is not the designated beneficiary of this Policy either at the time it was issued or subsequently with said Policy 7645511 in any capacity." Yet, in the contract in Appendix "A," it shows that Plaintiff as being the designated beneficiary of policy 7645511? Also, she stated by phone to Plaintiff that, "Clarence O. McBroom, Jr., is not the designated beneficiary of Policy 7691873" then in writing she stated, "that he is the designated beneficiary of 7691873" as well as she made the checks payable to Clarence O. McBroom, Jr."

11. Defendant Insured Clarence Oscar McBroom, Sr. passed away on June 6, 2001, as you can see from the Certificate of Death #45433. Appendix "I."

APPENDIX "D"

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12. An Estate was opened on behalf of the deceased which was ultimately resolved on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Appendix "G."

13. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. A letter per Attorney Tsiliacos to Bankers Life and Casualty Company dated September 25, 2013. I am enclosing that letter along with a copy of the check which your office sent to our Client. Also, see Appendixes "E," "H," and "I."

14. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Plaintiff Gracie E. McBroom will be subpoenaing Bankers Life and Casualty Company for information to reveal the cover up in this case. And request copies of the annuity, and the stated beneficiary. Appendix "I."

15. That timely, reasonably and repeated demands have been made upon the Defendant Bankers Life and Casualty Company to Correct the said breach, but Defendant Bankers Life and Casualty Company have steadfastly refused to live up to their contractual obligations and have breached the annuity insurance contract as attached hereto in Appendix "A." and incorporated herein by reference. As well as, not coming forward with the Revised Last Will and Testament of Clarence O. McBroom, Sr.

NEGLIGENT MISREPRESENTATION

16. As Plaintiff Gracie E. McBroom requested information from Lori Willard of Bankers Life and Casualty Company. She stated, that I had to get permission from Clarence O. McBroom, Jr., for any information but on the other hand, she told Attorney Tsiliacos that any requested information had to be done by subpoena. See Appendixes "J," and "K."

17. Within this Complaint is the evidence that Clarence McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence McBroom, Sr.,'s annuity insurance contract of Bankers Life & Casualty Company policies numbers 7691873 and 7645511. Clarence O. McBroom, Jr., obtained those policies fraudulently with the Company covering up for him.

18. Even, at this time without Plaintiff not having copies of the annuity nor the stated beneficiary it can clearly be shown that Clarence O. McBroom, Jr., is not the beneficiary of the Defendant Insured Clarence O. McBroom, Sr., 's contract. Plaintiff Gracie E. McBroom will show within this Complaint the evidence that Clarence O. McBroom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence O. McBroom, Sr., 's annuity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

19. In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance. Appendix "I."

FACTUAL BACKGROUND

20. Plaintiff acted as the nurse of the Defendant Insured Clarence O. McBroom, Sr., during his illness. Before the death of the Defendant Insured, he stated to Plaintiff Gracie E. McBroom that I was the beneficiary of those policies. See attached Appendixes "B,D" and incorporated by reference.

21. On May 7, 2013, Plaintiff wrote a letter to the Defendant after getting the contact information from Defendant's agent as to Bankers Life and Casualty Company being Mr. Clarence McBroom Sr., 's client. In this letter Plaintiff stated to Defendant how those policies were determine to be Plaintiff from Defendant Insured. See Appendixes "C," "D," and incorporated by reference.

22. On June 19, 2013, Plaintiff received a letter from Defendant stating, that on March 20, 2006, the policy of 7691873 was surrendered on to Clarence O. McBroom, Jr. in the amount of \$82,405.07. Plaintiff also received another letter dated June 19, 2013 stating that on March 20, 2006, \$82,405.07 was surrendered to Clarence McBroom, Jr. See attached Appendix "E," and incorporated by reference.

JURISDICTION AND VENUE

23. This action by Plaintiff Gracie E. McBroom seeks compensatory and exemplary damages in excess of the minimum jurisdictional limits of this court, declaratory and injunctive relief, and other relief for breach of the duty of good faith, breach of obligation to Plaintiff, and violations of the Indiana Insurance Code.

24. Defendant authorized agent Attorney Marcia L. Meckler have an agency in Franklin, Ohio therefore venue is proper in Franklin, Ohio.

ADDITIONAL CLAIM FOR RELIEF FOR BREACH OF OBLIGATION
GOOD FAITH AND FAIR DEALING TO PLAINTIFF

Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 25 as if fully set forth in this matter.

25. In light of the duties of good faith and fair dealing owed to Plaintiff, the Defendant Bankers Life and Casualty Company is obligated to handle Plaintiff Gracie E. McBroom's annuity contract properly, to avoid making misrepresentations, and to avoid engaging in unlawful and deceptive trade practices in the business of insurance. By engaging in the acts and practices described in paragraphs 1 and throughout this Complaint, the Defendant Bankers Life and Casualty Company has breached its duty of good faith and fair dealing owed to Plaintiff Gracie E. McBroom.

26. As a result of such breaches of the duty of good faith and fair dealing Plaintiff Gracie E. McBroom has suffered and is continuing to suffer, serious actual and potential harm, and by this suit Plaintiff Gracie McBroom seeks recovery for such harm.

27. The Defendant Bankers Life and Casualty Company has committed its bad-faith conduct in violation of the law and reckless disregard for Plaintiff Gracie McBroom's rights and interests, and for this conduct, Plaintiff Gracie McBroom seeks exemplary damages.

APPENDIX 'D'

28. According to the Defendant's agent, the Defendant Insured came into the office of Defendant agent and change the will, taking Clarence McBroom Jr.'s name off of the will. However, with the Defendant's agent knowing this, how could she do a Title Transfer properly to Clarence McBroom Jr. for the properties of 464 and 466 Olpp Street, Columbus, Ohio 43207? (See attached Appendix "G" and incorporated by reference.

29. On September 10, 2013, Plaintiff Gracie McBroom received a letter from Defendant Lori Willard, Bankers Life and Casualty Company stating as follows:

As we indicated in a telephone conversation with you on July 16, 2013, Clarence McBroom Sr. was the annuitant and owner of policy 7645511. As you know, he is now deceased. You were not the designated beneficiary of this policy either at the time it was issued or subsequently. We have no record of receiving a disclaiming statement from you. If we had, it would have been irrelevant to policy 7645511 since our records do not indicate that you were ever associated with said policy in any capacity.

Our privacy practices do not allow us to divulge any other information to you. We respect the confidentiality of our clients' private information and protect it in a responsible and professional manner. By law, we are required to obtain authorization from either the named beneficiary of policy 7645511 or the legal representative of the Estate of Clarence McBroom Sr. in order to release further information to you. Our records do not reflect such an authorization on file for you.

Your Honor, Please note Appendix "G," paragraph 6. Also see Appendix "H" and incorporated by reference. If Defendant Lori Willard say that Clarence McBroom Jr., is the annuitant of Policy 7645511 there has to be another insurance contract saying so, or there exist the fraudulent letter supposedly written by Plaintiff disclaiming myself from receiving those funds. Because according to the will it shows that Plaintiff Gracie McBroom is the annuitant of Policy No. 7645511?

APPENDIX "D"

30. With Plaintiff Gracie E. McBroom requesting information from Defendant Lori Willard of Bankers Life and Casualty Company, it was stated to Plaintiff in order to get any information released from the Company McBroom had to get permission from Clarence O. McBroom, Jr. Why should Plaintiff request information from Clarence McBroom, Jr., when Defendant Insured Clarence O. McBroom, Sr., did not include him in any of the insurance annuity contract? On the other hand, Defendant Lori Willard of Bankers Life and Casualty Company told Attorney Tsiliacos that the information needed had to be subpoena? Plaintiff Gracie E. McBroom will be subpoenaing information from the Defendant Bankers Life and Casualty Company to show who is the beneficiary of those policies. See Appendixes "J," and "K."

31. The Defendant Bankers and Casualty Company has taken and continues to take the position and has represented to Plaintiff Gracie E. McBroom that the policies it granted to Clarence McBroom, Jr. do not provide coverage for the claim that is made by Plaintiff Gracie E. McBroom at 636 Koebel Avenue, Columbus, Ohio 43207.

32. These representations are inconsistent, contradictory and contrary to the representations previously made to Plaintiff Gracie McBroom by the Defendant Lori Willard and Defendant Attorney Marcia Meckler of Bankers Life and Casualty Company. The Defendant Bankers Life and Casualty Company made a claim under that insurance to Clarence McBroom, Jr., in Columbus, Ohio which are inconsistent and contradictory.

33. Among, other things the Defendant Bankers Life and Casualty Company (1) failed to acknowledge, respond to pertinent communication to Plaintiff Gracie E. McBroom; (2) failed to adopt implement reasonable standards for prompt investigation of claims; (3) wrongfully denied and refused to pay Plaintiff Gracie McBroom claims without conducting a reasonable investigation; and failed to provide promptly to Plaintiff Gracie E. McBroom.

APPENDIX "D"

34. Plaintiff Gracie McBroom contacted Attorney Marcus J. Tsiliacos, 2999 E. Dublin-Granville Road, Suite 220, Columbus, Ohio 43231 to represent Plaintiff in this matter. However he no longer represent Plaintiff. On September 25, 2013 Attorney Marcus J. Tsiliacos wrote a letter to Defendant Banker Life and Casualty Company. It reads as follows:

Re: Gracie McBroom
Insured: Clarence McBroom, Sr.
Policy: 7691873

Dear Sir or Madam:

We represent Gracie McBroom who came into our office because she was having difficulty understanding a certain matter. After we reviewed the materials she presented to us, we are also confused. We are writing this letter along with its attachments in order for you to help us resolve our questions.

Clarence Oscar McBroom, Sr. passed away on June 6, 2001 as you can see from the Certificate of Death #45433. An Estate was opened on behalf of the deceased which was ultimately resolved and closed on January 9, 2003. Please refer to copy of Entry filed with the Franklin County Probate Court on January 9, 2003. Per an inquiry by our client prior to her contacting our office, your agent sent to her a letter dated June 19, 2013, in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." I am enclosing that letter along with a copy of the check which your office sent to our client. It is noted that the check was made out to McBroom, Clarence of 2692 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006. Would you please explain this to us along with any further necessary documentation in order to clarify this matter?

(please, over)

APPENDIX "D"

In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annuity nor the stated beneficiary, upon death beneficiaries are issued a check(s) in the amount according to the annuity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which is duly appointed by a court or a trustee from a trust of which there was no trust in this instance.

A further issue that we have and the most important is that our client tells us that she was told by one of your agents that Policy #7691873 in the amount of \$124,961.91 did not include Clarence O. McBroom, Jr. as the beneficiary and she feels she was named as a beneficiary to that Policy, but never received any funds from it.

Your prompt reply along with any verifying documentation will be appreciated.

...Narcus J. Tsiliacos
Attorney at Law

(See Appendix "I",)

35. Response from the Defendant Bankers Life and Casualty Company to the letter of September 10, 2013 as follows:)

RE:Policy 7691873

Dear Mr. Tsiliacos:

We are in receipt of your letter dated September 25, 2013, in which on behalf of your client, Gracie ~~McB~~McBroom, you have requested information and documentation pertaining to the policy captioned above.

We have previously been in communication with Ms. McBroom on a number of occasions in which we have explained to her that she has no interest in policy 7691873. We respect the confidentiality of our policyholders' private information and protect it in a responsible and professional manner. Due to privacy practices, no additional information can be provided unless we are provided with a subpoena for the records being sought.

(Please see Appendix "J".)

. . . Sincerely
Lori Willards

A PPENDIX "D"

36. On March 28, 2014 Plaintiff called the agent's legal Secretary of the Defendant agent Attorney Marcia Meckler's office and Plaintiff asked her for the name of the Company that have the insurance annuity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance annuity contract that she told Plaintiff previously that Defendant Insured Mr. Clarence O. McBroom, Sr., before his death came in the office and change the beneficiary taking Clarence O. McBroom, Jr., off of the contract.

The agent legal Secretary said, "she would call me back with the answer after getting permission from her boss, Attorney Marcia Meckler." She called me back on March 29, 2014, stating that, "she did not have this insurance annuity contract nor the name of the Company of insurance annuity contract No. #US 455361. Plaintiff will be subpoenaing the Agent with this request.

1. McBroom's claim allege for intentional infliction of emotion distress which constitute any and all outrageous conduct by the Defendant.

To state a claim for intentional infliction of emotional distress, the plaintiff must show that the defendant's conduct was "so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." *Mam v. The Cincinnati Enquirer* (1st Dist. No. C-090747), 2010-Ohio-3963, at ¶25-26. The assertions in the complaint must, therefore, state that the defendant's conduct intentionally and recklessly caused severe emotional distress through extreme and outrageous conduct. *Adkins v. Dupont Vespel Parts & Shapes*, (8th Dist. No. 88352), 2007-Ohio-2770, at ¶8.

On date unbeknown to Plaintiff Gracie E. McBroom state that the Defendant Insured Clarence O. McBroom, Sr., before his death went into the office of the authorized agent Attorney Marcia Meckler and changed

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the beneficiary of the annuity insurance contract of Policies Nos. 7691873, 7645511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. US 455361 is not the policy of Bankers Life and Casualty Company.

The agent of Bankers Life and Casualty Company after Plaintiff requested information about receiving the funds, stated Clarence O. McBroom Jr., had received those funds but the only way that those funds were released was that Plaintiff had to write a letter to the Company disclaiming herself from receiving those funds.

Plaintiff did not write a letter disclaiming myself from receiving those funds. This conduct by the Company is so outrageous in character and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized community. The Defendant's conduct intentionally and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

2. McBroom's allegation of fraud to state a claim for relief under Civ.R.12(B)(6), and to plead fraud with particularity as required by Civ.R.9 (B).

While Civ.R. 8(A) allows a complaint to set forth a short and plain statement of the claim demonstrating entitlement to relief, a claim for fraud requires that the circumstances constituting fraud be stated with particularity. Civ.R.9(B).

To prove fraud, a plaintiff must show the following elements:

- (1) a representation or, where there is a duty to disclose, concealment of a fact,
- (2) which is material to the transaction at hand,
- (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred,
- (4) with the intent of misleading another into relying upon it,
- (5) justifiable reliance upon the representation or concealment and
- (6) a resulting injury proximately caused by the reliance. Cohen v. Lamko, Inc. (1984), 10 Ohio St 3d 167, 169.

The requirement of "particularity" in Civ.R.9(B) means that the pleading must contain allegations of fact showing each and every element of a cause of action for fraud. Rieger v. Podeweltz, (2nd Dist. No. 23520), 2010-Ohio-2509, ¶ 9). The Plaintiff must indeed demonstrate the false statement made by the defendant with particularity.

McBroom alleged that the Defendant Agent Attorney Marcia Meckler of Bankers Life and Casualty Company knew that the Defendant Insured Clarence O. McBroom, Sr.,'s contract did not contain the correct contract which I had originally been given which is an element of fraud Plaintiff must alleged.

Therefore, Plaintiff did detrimentally rely upon the wrong version of the contract. Defendant Lori Willard of Bankers Life and Casualty Company stated that Plaintiff is not the designated beneficiary of this policy either at the time it was issued or

subsequently with said policy 7645511 in any capacity. Yet, in the will in Appendix "A," it shows Plaintiff as being the designated beneficiary of policy 7645511.

It appears that the owner of the insurance policy passed away in 2001, his estate was completed in 2003, and somehow he was able to request a surrender of an annuity to be paid to himself at his last regular residence on March, 2006. How could this be possible?

Plaintiff have demonstrated that the Defendants have made false statements to Plaintiff about the contract. Even construing the allegations in light most favorable to McBroom, my Complaint void of operative facts showing that Defendant made false statement upon which Plaintiff relied.

The Defendant agent Attorney Marcia Meckler have made a false statement to Plaintiff by not acknowledging or coming forth with the contract where Defendant Insured Clarence O. McBroom, Sr., took Clarence O. McBroom, Jr., 's name off of the contract and put Plaintiff's name on the Contract.

Behind the scene Defendant, on the one hand even soever believed, with their trickery and egregious conduct, felt that by eliminating the Contract that Defendant Insured Clarence McBroom, Sr., legal written Contract, came into Defendant agent Attorney Marcia Meckler's office of Bankers Life and Casualty Company and changed as well as substituting the original Contract would sufficed. The intention were for Plaintiff to believe that the original Contract would be legitimate in over riding

the changed Contract of Defendant Insured Clarence O. McBroom, Sr. The original Contract included Clarence O. McBroom, Jr., as the beneficiary whereas, the changed Contract of Clarence O. McBroom, Sr., excluded Clarence O. McBroom, Jr., 's name in its entirety as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie E. McBroom. Even with the change of Contract Clarence O. McBroom, Jr., still got the house at 464 and 466 Olpp Street?

Also, there is a letter written where Plaintiff disclaims myself from receiving those funds. A letter that the Company's Agent said that it exist but Defendant Lori Willard Bankers Life and Casualty Company said that this letter does not exist? Plaintiff did not write such a letter disclaiming myself from receiving those funds.

A party injured by a breach of contract is entitled to its expectation interest, which is the injured part's interest in having the benefit of the bargain by being put in a good position as that party would have been performed. Rasnick v. Tubbs, 126 Ohio App. 3d 431, 437, 710 N.E.2d 750, 753 (3d Dist. Marion County 1998).

The purpose behind granting a party contractual "expectation interest" damages is to give the aggrieved party benefit of the bargain and to put it in as good position as performance would have done. Livi Steel, Inc. v. Bank One, Youngstown, N.A., 65 Ohio App. 3d 581, 584 N.E. 2d 1267, 1272 (11th Dist. Trumbull County 1989)."

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Plaintiff Gracie E. McBroom has listed the following
Claims For Relief in this Complaint as follows:

FIRST CLAIM FOR RELIEF

(Breach of Contract against Defendant)

The Defendant Bankers Life and Casualty Company entered into an Agreement by the terms of the annuity insurance contract with Defendant Insured Clarence O. McBroom, Sr., to pay the beneficiary Gracie E. McBroom on behalf of Defendant Insured Clarence O. McBroom, Sr., monies according to the policies by reasons of death.

Plaintiff Gracie E. McBroom has performed all of its obligation according to the terms of the Contract, and all conditions precedent to Plaintiff Gracie E. McBroom recovery of the foregoing outstanding damages have occurred.

While Defendant Agent Attorney Marcia Meckler of Bankers Life and Casualty Company was on a (1) one week vacation Defendant Insured Clarence O. McBroom, Sr., went into the Defendant Agent Office and met with another attorney who changed the name of the beneficiary insurance contract from Clarence O. McBroom, Jr., to Gracie E. McBroom. This request of Defendant Insured Clarence O. McBroom, Sr., never materialized because Plaintiff Gracie E. McBroom never received those funds from the Company.

On the other hand, the original contract state that Policy No. 7645511 was to be divided equally between Cara Mills and Plaintiff Gracie McBroom, But Defendant Lori Willard of Bankers Life and Casualty Company, said that Plaintiff's name was never involved in Policy No. 7645511. An agent of Bankers Life and Casualty Company explained to Plaintiff Gracie E. McBroom that the only way Clarence O. McBroom Jr., and Denise McBroom got those funds was Plaintiff had to write a letter to the Company disclaiming myself from receiving those funds. Plaintiff never wrote a letter stating that I had disclaimed myself from receiving those funds.

Defendant Bankers Life and Casualty Company has breached the contract which has caused Plaintiff Gracie E. McBroom to be injured in the amount of \$1,000,000, plus interest. The Defendant Attorney Marcia Meckler and Lori Willard of Bankers Life and Casualty Company acted outrageously when they would not honor the contract. It would be unjust for Clarence O. McBroom, Jr., and ~~Denise McBroom~~ to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annuity contract when he was disavowed from the contract.

APPENDIX "D"

SECOND CLAIM FOR RELIEF

(Quantum Meruit Against Defendant)

Plaintiff incorporates herein by reference each and every allegation set forth above.

Defendant Insured Clarence O. McBroom, Sr., passed away on June 6, 2001. An Estate was opened on behalf of the deceased which was ultimately received on January 9, 2003. The agent sent to Plaintiff Gracie E. McBroom a letter dated June 19, 2013 in which the policy in question was "surrender on March 20, 2006 in the amount of \$82,405.07." The check was made out to McBroom, Clarence O. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned. It appears that the owner of the insurance policy passed away in 2003, and somehow he was able to request a "surrender" of an annuity to be paid to himself at his last regular residence on March, 2006?

Defendant Bankers Life and Casualty Company unambiguously promised by a written binding contract that the Defendant would carry out the terms of the Contract after Defendant Insured Clarence O. McBroom, Sr.,'s death which did not include Clarence O. McBroom, Jr. receiving those funds.

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Plaintiff Gracie E. McBroom reasonably justifiably and foreseeably relied on Defendant Insured Clarence O. McBroom, Sr., explaining to Plaintiff Gracie E. McBroom that Plaintiff was the beneficiary to Policies Nos. 7691873, 7645511 and US 455361. Also, Plaintiff relied on Defendant Bankers Life and Casualty Company by providing the terms of the contract to the Plaintiff and not by stating that Plaintiff was never a part of the contract. In which Plaintiff, Gracie McBroom is entitled to recover from Defendant Bankers Life and Casualty Company in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000), and costs.

THIRD CLAIM FOR RELIEF

(PROMISSORY ESTOPPEL AGAINST DEFENDANT)

Plaintiff incorporates herein by reference each and every allegation set forth above).

While Plaintiff Gracie E. McBroom was caring for Defendant Insured Clarence O. McBroom, Sr., with Plaintiff doing blood work on the Defendant I accidentally injected the needle into my body. Plaintiff got the permission from the Defendant to get the Blood Report from Grant Hospital. Plaintiff explained to the Defendant Clarence O. McBroom, Sr., that I wanted to give this Report to my Primary Care Doctor to put in Plaintiff's file if it is needed. He gave his approval and copy of the

Medical Report with his signature. See Appendix "K." If Clarence O. McBroom Jr.,'s signature is needed it can be found on the ckeck in Appendix "E."

CONCLUSION

The undisputed facts and law shows the Court that Defendant Bankers Life and Casualty Company made Clarence O. McBroom, Jr., the designated beneficiary which he was not suppose to be according to Defendant Insured Mr. Clarence O. McBroom, Sr., upon his death.

Respectfully submitted,

Gracie McBroom

(Ms.) Gracie E. McBroom in Pro Se
636 Koebel Avenue
Columbus, Ohio 43207

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Petition was served by ~~Certify~~ U.S. mail, postage prepaid upon the following this 25 day of June, 2014.

Lori Willard
Bankers Life and Casualty Company
P.O. Box 1938
Carmel, Indiana 46032
(317) 566-4828

Gracie McBroom

(Ms.) Gracie E. McBroom

APPENDIX "D"

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CHRONOLOGICAL CASE SUMMARY
CASE SUMMARY
CASE NO. 29D02-1406-MI-006434

Gracie Mcbroom
vs.
Bankers Life & Casualty Co

Location: Hamilton Superior Court 2
Judicial Officer: Pflieger, Daniel J
Filed on: 06/25/2014

CASE INFORMATION

Case Type: MI - Miscellaneous Civil
Case Status: 06/25/2014 Pending

DATE CASE ASSIGNMENT

Current Case Assignment	
Case Number	29D02-1406-MI-006434
Court	Hamilton Superior Court 2
Date Assigned	07/03/2014 8:34 AM
Judicial Officer	Pflieger, Daniel J

PARTY INFORMATION

Plaintiff	Mcbroom, Gracie E 636 Koebel Ave Columbus, OH 43207	Pro Se 636 Koebel Ave Columbus, OH 43207
Defendant	Bankers Life & Casualty Co Annuity Services PO Box 1938 Carmel, IN 46082	

DATE EVENTS & ORDERS OF THE COURT INDEX

06/25/2014	Case Opened as a New Filing	
07/15/2014	Petition Filed File Stamp: 06/25/2014 Filed By: Plaintiff Mcbroom, Gracie E Against: Defendant Bankers Life & Casualty Co Recd by p/m 6/27/14 dated 6/25/14.	
07/16/2014	Administrative Event File Stamp: 06/25/2014 Attachment of the Subpoena filed.	
07/22/2014	Certified Mail Returned Party Served: Defendant Bankers Life & Casualty Co signature NOT LEGIBLE 7/15/14	
07/28/2014	Answer Filed File Stamp: 07/28/2014 Gracie E. McBroom, pro se, files Answer to the Defendant's Notice of Removal to Federal Court. (to Court)	
08/01/2014	Clerk Administrative Event Court notes that Plaintiff has filed an Answer to Defendant's Notice of Removal to Federal Court. The Courts review of the file and the Case Chronological Summary shows no filing by	

CHRONOLOGICAL CASE SUMMARY

CASE SUMMARY

CASE NO. 29D02-1406-MI-006434

the Defendant Bankers Life. Plaintiffs pleading will be placed in the file but the Court is taking no action at this time. Court does inform the Plaintiff that the Indiana Rules of Procedure indicate that Pleadings should be short and concise statements of the movants position.

DATE

FINANCIAL INFORMATION

Plaintiff McBroom, Gracie E	
Total Charges	154.00
Total Payments and Credits	154.00
Balance Due as of 8/8/2014	0.00

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OFFICIAL RECEIPT
 Clerk of Circuit and Superior Courts
 Hamilton County Government and Judicial Center
 Noblesville, IN 46060
 Telephone: (317) 776-9629

*****REMAINING BALANCE DUE*** may not include additional interest or cost**

Payor
 Mcbroom, Gracie E

Receipt N
2014-04630-C

Transaction Date
 07/3/2014

Description	Amount Paid
Mcbroom, Gracie E	
29D02-1406-MI-006434	
Gracie Mcbroom vs. Bankers Life & Casualty Co	
Civil Case Filing Fees	
Automated Record Keeping Fee - CV	141.00
Court Administration Fee - CV	7.00
Court Costs - City and Town - CV	5.00
Court Costs - County - CV	3.00
Court Costs - State - CV	27.00
Document Storage Fee - CV	70.00
Judicial Insurance Adjustment Fee - CV	2.00
Judicial Salary Fee - CV	1.00
Pro Bono Legal Services Fee - CV	20.00
Public Defense Administration Fee - CV	1.00
Sheriff's Service Fee	5.00
Sheriff Service Fee - CV <i>to be refunded</i>	13.00
SUBTOTAL	13.00
Remaining Balance Due: \$0.00	154.00

PAYMENT TOTAL **154.00**

Money Order (Ref #2989) Tendered	154.00
Total Tendered	154.00
Change	0.00

07/03/2014
 08:35 AM

Cashier LR
 Station 29CS5

Audit
 43071067

OFFICIAL RECEIPT

Appendix "D"

20
190

CHRONOLOGICAL CASE SUMMARY
CASE SUMMARY
CASE NO. 29D02-1406-MI-006434

Gracie McBroom

vs.

Bankers Life & Casualty Co

§
§
§
§

Location: Hamilton Superior Court 2
Judicial Officer: Pflieger, Daniel J
Filed on: 06/25/2014

CASE INFORMATION

Case Type: MI - Miscellaneous Civil

Case Status: 06/25/2014 Pending

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number 29D02-1406-MI-006434
Court Hamilton Superior Court 2
Date Assigned 07/03/2014 8:34 AM
Judicial Officer Pflieger, Daniel J

PARTY INFORMATION

Plaintiff McBroom, Gracie E
636 Koebel Ave
Columbus, OH 43207

Pro Se
636 Koebel Ave
Columbus, OH 43207

Defendant Bankers Life & Casualty Co
Annuity Services
PO Box 1938
Carmel, IN 46082

DATE

EVENTS & ORDERS OF THE COURT

INDEX

06/25/2014 Case Opened as a New Filing

07/15/2014 Petition Filed
File Stamp: 06/25/2014
Filed By: Plaintiff McBroom, Gracie E
Against: Defendant Bankers Life & Casualty Co
Recd by p/m 6/27/14 dated 6/25/14.

07/16/2014 Administrative Event
File Stamp: 06/25/2014
Attachment of the Subpoena filed.

07/22/2014 Certified Mail Returned
Party Served: Defendant Bankers Life & Casualty Co
signature NOT LEGIBLE 7/15/14

07/28/2014 Answer Filed
File Stamp: 07/28/2014
Gracie E. McBroom, pro se, files Answer to the Defendant's Notice of Removal to Federal Court. (to Court)

08/01/2014 Clerk Administrative Event
Court notes that Plaintiff has filed an Answer to Defendant's Notice of Removal to Federal Court. The Courts review of the file and the Case Chronological Summary shows no filing by

CHRONOLOGICAL CASE SUMMARY

CASE SUMMARY

CASE NO. 29D02-1406-MI-006434

LD
197

the Defendant Bankers Life. Plaintiffs pleading will be placed in the file but the Court is taking no action at this time. Court does inform the Plaintiff that the Indiana Rules of Procedure indicate that Pleadings should be short and concise statements of the movants position.

DATE

FINANCIAL INFORMATION

Plaintiff Mcbroom, Gracie E
Total Charges
Total Payments and Credits
Balance Due as of 8/8/2014

154.00
154.00
0.00

APPENDIX ("A")

HAMILTON CIRCUIT COURT
SUPERIOR COURT

NOBLESVILLE, INDIANA 46060

KeyBank

178873

THIS CHECK MUST BE CASHED WITHIN 6 MONTHS

DATE

07/14/2014

PAY TO THE ORDER OF Gracie E Mcbroom

\$ 13.00

Thirteen and 00/100

DOLLARS

29D02-1406-MI-6434 Service Fee Refund

Gracie E Mcbroom
AUTHORIZED SIGNATURE

⑆ 178873⑆ ⑆ 0740010481⑆ ⑆ 2664197094⑆

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

HAMILTON CIRCUIT COURT NOBLESVILLE, IN 46060
SUPERIOR COURT

07/14/2014 Pay To: Gracie E Mcbroom

178873
\$13.00

Case Number Case Style

Amount

29D02-1406-MI-006434 Gracie Mcbroom vs. Bankers Life & Casualty Co

\$13.00

Gracie E Mcbroom

HAMILTON CIRCUIT COURT NOBLESVILLE, IN 46060
SUPERIOR COURT

07/14/2014 Pay To: Gracie E Mcbroom

178873
\$13.00

Case Number Case Style

Amount

29D02-1406-MI-006434 Gracie Mcbroom vs. Bankers Life & Casualty Co

\$13.00

Gracie E Mcbroom

STATE OF INDIANA
COUNTY OF HAMILTON
GRACIE MCBROOM

) IN THE HAMILTON SUPERIOR COURT 2
)
) CASE NO. 29D02-1406-MI-006434

VS.

BANKERS LIFE & CASUALTY CO

FILED

MAR 31 2016

Jammy Baitz
CLERK OF THE
HAMILTON SUPERIOR COURT

ORDER DISMISSING CASE PURSUANT TO T.R. 41(E)

This Court, upon its own motion, and being duly advised, now finds that the parties have failed to show sufficient cause to continue the above captioned case, and that T.R. 41(E) motion to dismiss should be granted.

IT IS, THEREFORE, ORDERED that the above captioned case is hereby dismissed.

Ordered .

Daniel J Pflieger

Daniel J Pflieger, Judge
Hamilton Superior Court 2

Distribution:

Gracie E Mcbroom
636 Koebel Ave
Columbus OH 43207

Bankers Life & Casualty Co
Annuity Services
PO Box 1938
Carmel IN 46082

APPENDIX

“C”

636 Koebel Avenue
Columbus, Ohio 43207

June 8, 2017

Mr. Ronald Morris & Associate(s), Inc.
P.O. Box 905
Bedford, VA 24523

Dear Mr. Morris:

My father-in-law, Mr. Clarence O. McBroom, Sr., the Insured, stated, to me before his death, that since I was his nurse and took care of him in his illness, he had made me the beneficiary of the annuity policies that he had purchased. These annuity policies are listed on the Last Will and Testament, had been previously made out to his son, Clarence O. McBroom Jr., which can also be seen in his Last Will and Testament. Note, his signature on the Last Will and Testament. Also, his signature can be noted on the medical report that I requested of the hospital with his permission. Appendix ("A").

See, also, in the attached Appendix ("A"), where my father-in-law purchased the annuity policies #...1872, #US..5361 and #...5511. It is stated, in the Last Will and Testament of the late Mr. Clarence McBroom, Sr., that annuity policies #...5511 is to be divided equally between Cara Ann Mills and Gracie E. McBroom.

11.

Also, note in Appendix ("A") the letter from the Insurance Company denying what is stated in the Last Will and Testament regarding annuity policy #,,5511. Those annuity policies were given to the Insurance Company by Clarence O. McBroom Jr., since they were non-Probate Assets.

My father-in-law's agent made a mistake when she filed the Last Will and Testament in Probate Court with the annuity policies enclosed in the Will. The annuity policies are non-probate assets.

I contacted the Insurance Company and spoke with the Agent of the Company to discuss my father-in-law changing the annuity policies stating that Gracie E. McBroom was the beneficiary and not Clarence O. McBroom Jr. The Agent stated that, "the only way that Clarence O. McBroom Jr., could have received money of annuity policies #...1873 and #...5511, was that I wrote a letter to the Company disclaiming myself from receiving those funds."

I asked the Agent if the Company still had a copy of this letter? She said, "yes" and she informed me to contact the Insurance Company's Sales Office for a copy of this letter and that letter will be provided for me. I wrote a letter to the Insurance Company's Sales Office for the letter but, they stated, "that there was never such a letter written."

I never wrote such a letter disclaiming myself from receiving those funds.

The Insurance Company stated, that Clarence McBroom Jr., purchased the annuity policy #...1873, Appendix ("B"), and Mr. Clarence Clarence McBroom Sr., purchased annuity policy #...5511, Appendix ("C"). How can this be true when his father purchased this annuity policy and gave it to him in his Last Will and Testament? Appendix ("A").

In the Document in Appendix ("C") annuity policy #...5511, page number BLCC000129; this whole page, especially 12, 13, 14 was moved from another area and placed into this document. One can tell that the signature in no. 13, is not authentic to the time. The Insurance Company refused to pay out the money to me to honor Mr. McBroom wishes so, this is where the forgery of Appendix ("B") and ("C") took place of these false documents.

Mr. Morris, I would like for you to write for me a Basis Examination Report with using all of those honorific credentials as well your accolades, that was read to me from your website by a person, by phone, from the Library and putting this in the Report. Which is so impressive.

13

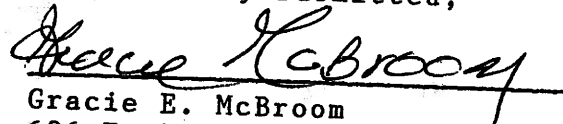
After your examination of this false document that has been forged, with your interpretation I would like for the Report to state that the Beneficiary's Claim Forms are not authentic to the signature(s) goes back versus recent. that the whole Beneficiary's Claim Forms in Appendix ("B") and ("C") has been forged.

Note, the clarity of the Beneficiary's Claim Form in Appendix ("B") the number of this form is BLCC000314, as oppose to the Beneficiary's Form in Appendix ("C"), which is BLCC000126, which is smudged.

The Insurance Company has committed forgery by imitating a document with the intent to deceive for the sake of altering the Beneficiary's Claim Forms for the sake of money. It is a false document that has been forged which present a willful misrepresentation.

The annuity policy #US..5361 is from American General Life Co. they refused to give me any information but this annuity policy is with this Company. So, I expect that Clarence O. McBroom, Jr., wrote a letter to this Company stating that I disclaimed myself from those funds. Thank you so very much.

Respectfully submitted,



Gracie E. McBroom
636 Koebel Avenue
Columbus, Ohio 43297
(614) 449-8555

SUMMARY OF CONCLUSIONS:

Based on the examination and comparison of the submitted questioned and known writings, the following conclusions were reached:

1. Although some evidence was noted to indicate that one writer could have written the questioned signatures in the name "Clarence McBroom" on Exhibit Q1, Exhibit Q2, and Exhibit Q5B the evidence is less than conclusive. Three of the reasons for this conclusion are: (a) The quality of the copies and the style of writing. (b) The details of the writing of each letter, both upper and lower case letters. (c) The relative height and width relationships between the lowercase letters and between the lowercase and uppercase letters.
2. The writing of the questioned signature in the name "Clarence McBroom" on Exhibit Q3, Exhibit Q4 and Exhibit Q6 contain handwriting characteristics and features not present in the questioned signature in that name on Exhibit Q1, Exhibit Q2, and Exhibit Q5B. These differences could be result of changes in the writer's writing ability, the writer having more than one style of signature, or even these signatures could be the writing of one or more other writer's. With the available writing, it could not be determined exactly why these signatures contained the differences they do.
3. Exhibit Q1 contains evidence that it is the result of document fabrication. Below Item No. 3 on the document, there is a dotted line across the bulk of the documents width. Based on the examination of this line it appears to be partially visible text of another document or printed material above it that was not completely covered when two different documents were copied. It is also noted that the probate stamps at the top left of the page and the one at the bottom right of the page are different. Combined these two features of this document suggest it is a fabricated document. To resolve some the differences present on this page it will be necessary to have a known specimen or sample of this document that contains no writing. The form number on this document appears to be "Form R235." This known specimen or sample should be submitted with the questioned document Exhibit Q1 and Exhibit Q2 for examination and comparison purposes.
4. There is some evidence that Exhibit Q5B could be a fabricated document. It has not been possible to determine with certainty that Exhibit Q5B is fabricated. Some evidence of possible fabrication is: (a) The presences of wavy horizontal lines both is what appears to be background lines and the lines on which text is written. (b) The inconsistency in what appears to be the background horizontal printed lines across the document. (c) The numerous small black marks around the edge of the printed document and in the printed material on the document. The source of these marks could not be determine with the available document. To resolve some of these issues it will be necessary to have a genuine document as shown on the page identified with the number "BLCC000128" and "BLCC000129." The two pages are probably a single document used by the company whose name, address, the title "Application for a deferred annuity" are printed at the top of the first page.
The document identified as Exhibit Q4, having page number "BLCC000314" appears to be the same basic document as Exhibit Q5B, which does not have the same line distortion, background marks, etc. as Exhibit Q5B. It will be necessary to have a sample of the questioned document containing no entries or writing for comparison with the questioned documents.

APPENDIX "A"

A. Examination Methodology and Aids

The handwritten material on the submitted exhibits was examined and compared using established principles of handwriting and hand printing identification, examination techniques, and technical aids as necessary.

Handwriting is a learned and developed skill. The writer first learns to write letters by drawing its individual parts as single strokes. This stroke method of drawing a letter is exemplified in both school copybooks and by the teacher drawing model letterforms on the blackboard for the student to emulate.

As the writer's skill level increases, he starts writing each letter as a single unit, not a series of individual strokes. With additional practice and increasing skill, he writes letters and letter combinations as units or a series of continuous movements. He is able to do this because he has no doubt about what each letter is supposed to look like, and how the letters and letter combinations are to be written.

As the writer's skill level increases, so does the relative speed and spontaneity of his writing. When he reaches the highest skill level, he will write sentences and paragraphs with virtually no attention to the details of how to write letters, words, and word combinations. At the highest level of skill, the thoughts about what he wants to communicate through his writing are the most important thing and he will actually be thinking several lines ahead of where he is actually writing.

The examination and comparison of handwriting and hand printing involves the analysis and comparison of all the characteristics, qualities, and features of the writing to determine their combined or collective significance. These characteristics, qualities, and features of the writing include, but are not limited to, letter designs and their details, and how they are written; the use and how beginning, connecting, and ending strokes are written; the relative relationships between and within letters and words; and the range of variation within the writer's writing, etc.

In every examination and comparison, the conclusion reached must be based on the evidence within the examined writing. A completely meaningful examination and comparison is possible when both the questioned and known writings are suitable for that purpose, and when both are original documents. The best evidence for examination and comparison is the original writing, ink on paper. If one or more of the writings is not an original, but a printout of an image in a database, a photocopy, fax, etc. (especially multiple generation copies), the conclusion reached could be qualified or inconclusive. A qualified conclusion may also result if the writing contains evidence of un-naturalness and is not the normal, natural writing of its writer.

The comparison process is a side-by-side comparison of all the characteristics, qualities, and features found throughout all of the examined writings. Both similarities and differences are examined and evaluated, and their combined significance is ascertained to determine if one or more writers wrote the examined writings.

All copies are problematic. Original writings are always the best evidence for examination and comparison purposes. While originals are strongly preferred, it is entirely acceptable, as a matter of professional practice to examine copies or printouts of scans when original documents are not available. The conclusions reached are frequently qualified or may even be inconclusive based on the examination and comparison of a copy and apply only to the copy examined and cannot be extrapolated back to a purported original that was never examined. It is not possible to conclude that any copy is a faithful reproduction of the original that the copy purports to represent without a complete examination and comparison of the copy with the original. The generation and quality of the copy determine the extent of the problems associated with the examination and comparison of all copies.

A PREPENDIX "A"



Ronald N. Morris & Associates, Inc.

Ron Morris

Certified Forensic Document Examiner

Summary

Ron Morris is a certified document examiner and the President and Founder of Ronald N. Morris and Associates, Inc. RNM&AI is a forensic document consulting firm specializes in handwriting and hand printing identification and other document examinations, such as interlineations and alteration, fabrication techniques, page insertions, nondestructive ink differentiation using the Foster+Freeman® VSC4c video spectral comparator, and indentation analysis using a Foster+Freeman® ESDA system, etc.

Education / Training

- Bachelor of Science Degree – George Mason University, Fairfax, VA
- Mr. Morris completed a formal training program in accordance with American Standards Testing and Materials (ASTM), standard E2388 and the Scientific Working Group for Documents (SWGDOC) "Standard for the Minimum Training Requirements for Forensic Document Examiners (Ver. 2013-1)." The training program was approximately three years in recognized questioned document laboratories and under the direct and daily supervision of senior qualified document examiners. It included a combination of structured study assignments using leading text and technical papers in the field of document examination, learning and applying examination techniques, and the use of technical aids and equipment to perform the examination and comparison studies necessary in different types of document examinations and comparisons in actual casework and research. Some of the areas covered in the training program are:
 - Learning and properly applying the principles of handwriting and hand printing identification
 - Interlineations and alteration determination
 - Document fabrication techniques
 - Mechanical impressions, i.e., typewriters, embossers, cutter blades, etc.
 - Photographic techniques applicable to document examination
 - Printing processes
 - Other theoretical and applied principles and techniques directly related to the examination of documents.

After successful completion of the basic training program, he continued working with senior examiners on a daily basis. He maintains his proficiency by attending and participating in professional and technical conferences and workshops conducted by professional organizations, such as the American Academy of Forensic Sciences (AAFS), the Mid-Atlantic Association of Forensic Scientists (MAAFS), etc., and exchanging information and working with other recognized forensic document examiners.

- He has attended seminar and training sessions in forensic document examination at the Federal Bureau of Investigation training division at Quantico, VA. Additionally, he attended seminar courses, including laboratory training, in paper properties and measurements, paper physics, and the basic and advance course in fiber analysis at The Institute of Paper Chemistry, Appleton, WI.
- He has attended and served as guest lecturer at questioned document technical seminars at Georgetown University, Washington, DC.
- He served as an instructor at the U.S. Treasury Department Agents Basic Training School in Washington, DC, and the United States Secret Service, Office of Training, questioned document course for special agents and investigators held in Washington, DC, and the Federal Law Enforcement Training Center (FLETC) in Brunswick, GA.

Appendix "A"

- He has also served as an instructor at the questioned document course for state and local police investigators, and investigative aids at both the USSS, Office of Training, in Washington, DC, and at the Federal Law Enforcement Training Center (FLETC), Brunswick, GA. The teaching assignments were a part of the duties of document examiners in the USSS, Forensic Services Division, Questioned Document Branch.
- Additionally he has attended and/or presented technical papers, conducted workshops and breakout sessions on questioned documents at the:
 - American Academy of Forensic Sciences (AAFS), and served as program Chair for the 2013 Questioned Document Section meeting in Washington, DC.
 - American Society of Questioned Documents (ASQDE)
 - Mid-Atlantic Association of Forensic Sciences (MAAFS)
 - Southwestern Association of Forensic Document Examiners (SWAFDE)
 - International Association of Financial Crime Investigators (IAFCI) – formerly known as the International Association of Credit Card Investigators (IACCI)
 - International Association of Asian Criminal Investigators (IAACI)
 - INTERPOL and several other international conferences
 - At a joint meeting of the Canadian Society of Forensic Sciences (CSFS), Mid-West Association of Forensic Sciences, Mid-Atlantic Association of Forensic Sciences, the Southern Association of Forensic Scientists.
 - Virginia Public Defenders conference in Norfolk, VA
 - The Charlottesville, VA bar association.
 - Guest lecturer at the Northern Virginia Community College, and the Questioned Document Seminar at Virginia Tech – Blacksburg, VA.
 - Guest lecturer at the George Washington University, Master Degree Forensic Science Program – questioned document class.
 - Numerous classes for bank investigators and other personnel at various banks, plus church, business, and other civic groups.

Experience

- 1972 – Examiner of Questioned Documents Office, U.S. Treasury Department.
- 1973 – 1975 - Metropolitan Police Department, Questioned Document Laboratory
- 1975 – 1998 - U.S. Treasury Department, United States Secret Service (USSS), Questioned Document Branch where he completed his training program in 1975 and worked as a Forensic Document Examiner until his retirement in 1998.
- 1998 – Present - Ronald N. Morris & Associates, Inc.
- He served as a technical representative from the USSS to the INTERPOL, Payment Card Work Group, where he was elected Chairman of the Sub-group of experts. The work group's mission was to develop an international classification system for counterfeit plastic card documents.
- He has served as a technical adviser to the Standards Council of Canada (SCC). He served with other forensic document scientists in conducting accreditation surveys of the Royal Canadian Mounted Police (RCMP) forensic laboratory system Questioned Document Branch and Counterfeit Division. The technical advisers' mission is to assess the laboratories conformance to the International Standard Organization (ISO) standards governing the examination and operation procedures of the Questioned Document Laboratory.

Appendix "A"

Certification

- February 1991 - present – The United States Secret Service, Forensic Services Division
- August 1980 - 2005 – Diplomat, American Board of Forensic Document Examiners (ABFDE)

Professional organization memberships

- Fellow – The American Academy of Forensic Sciences (AAFS), Questioned Document Section
- Member – The Mid-Atlantic Association of Forensic Scientists (MAAFS), Questioned Document Section.
- Member – The Canadian Society of Forensic Science (CSFS), Questioned Document Section.
- Member – The International Association for Identification (IAI), Questioned Document Section.
- Retired member – The International Association of Financial Crime Investigators (IAFCI), formally known as the International Association of Credit Card Investigators (IACCI)

Testimony

He has testified approximately 275 times as an expert in handwriting and hand printing identification and related document cases in federal, state, local courts, courts in the District of Columbia, and military courts martial. His testimony experience includes testimony in criminal, civil, and juvenile courts.

Publications

- Forensic Handwriting Identification / Fundamental Concepts and Principles, published in 2000, ISBN 0-12-507640-1, and contributor to The Encyclopedia of Forensic Sciences, both published by Academic Press. (Author)
- The Manufacturing of Genuine Credit Cards, published in Vol. 46, No. 3 May/June 1996, Journal of Forensic Identification of the IAI. (Author)
- Vacuum Metal Deposition of Silver as an Aid in Credit Card Examinations, published in Vol. 47, No. 1 January/February 1997, Journal of Forensic Identification of the IAI. (Co-author)
- What is the Basis for a Handwriting Elimination? Published in the Journal of the American Society of Questioned Document Examiners, Vol. 13, No. 2, December 2010. (Co-Author)
- Access Device Fraud and Related Financial Crimes, published by CRC Press, 1999, ISBN 0-8493-8130-4. (Co-Author)
- Evidence, published in Vol. 12, No. 2 July 1998, International Review of Law Computers & Technology. (Author)

Author or co-author of other technical papers on different questioned document topics, including, but not limited to, handwriting and hand printing identification, opinion terminology, document interlineations and alterations, fabrication techniques, nondestructive ink differentiation, paper fasteners, the examination of plastic card documents, and other documentary evidence examination areas, etc.

Appendix A

E2152

NOTICE ADMITTED TO FILE & RECORD
JUL 05 2001
LAWRENCE A. BELSKOS
PROBATE JUDGE

Form 9213

LAST WILL AND TESTAMENT

481694

BE IT KNOWN, that I, Clarence O. McProom, Jr.
of 464 Olpp Avenue County of Franklin
in the State of Ohio being of sound mind, do make and declare this to
be my Last Will and Testament expressly revoking all my prior Wills and Codicils at any time made.

I. PERSONAL REPRESENTATIVE:

I appoint Clarence O. McProom, Jr. of 2692 Mt. Airy Ave., Col., OH 43209 as Personal Representative of this my Last Will and Testament and provide if this Personal Representative is unable or unwilling to serve then I appoint Denise McProom as alternate Personal Representative. My Personal Representative shall be authorized to carry out all provisions of this Will and pay any just debts, obligations and funeral expenses. I further provide my Personal Representative shall not be required to post surety bond in this or any other jurisdiction, and direct that no expert appraisal be made of my estate unless required by law.

II. GUARDIAN:

In the event I shall die as the sole parent of minor children, then I appoint _____ as Guardian of said minor children. If this named Guardian is unable or unwilling to serve, then I appoint _____ as alternate Guardian.

III. BEQUESTS:

I direct that after payment of all my just debts, my property be bequeathed in the manner following:

1. Car - 1988 Ford Crown Victoria be given to Aaron Michael Pugh.
2. Electric Lowery Organ be given to Cara Ann Mills.
3. House at 464 and 466 Olpp Avenue, Columbus, Ohio 43207, and its contents be given to Clarence O. McProom, Jr., my son.
4. Annuity Policy # 7691873 in the amount of \$124,961.91 as of November 3, 1999 be given to Clarence O. McProom, Jr., my son.
5. Annuity Policy # US 455361 in the amount of \$124,864.31 as of August 19, 1998 be given to Clarence O. McProom, Jr., my son.
6. Annuity Policy # 7,645,511 in the amount of \$25,171.75 as of January 31, 2000 be divided equally between Cara Ann Mills and Grace McProom.

ON COMBINATION FILED
JUL 05 2001
LAWRENCE A. BELSKOS
PROBATE JUDGE

2319

THIS WILL ADMITTED
TO PROBATE & RECORD
JUL 05 2001
LAWRENCE A. BELSKIS
PROBATE JUDGE

481694

On Computer
FILED
29 JUL 05 2001
LAWRENCE A. BELSKIS
PROBATE JUDGE

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March 2000, to this my Last Will and Testament.

Clarence McBroom Jr
Signature

IV. WITNESSED:

This Last Will and Testament of Clarence McBroom Jr was signed and declared to be his/her Last Will and Testament in our presence and at his/her request and in his/her presence and in the presence of each other, we do hereby witness same on this 30 day of March 2000.

Tamara S. Funk
Witness Signature
Marilyn S. VanSickle
Witness Signature

399 E. Livingston Ave Col OH 43215
Address
399 E Livingston Ave Columbus OH 43215
Address
14 E Livingston Ave Columbus OH 43215
Address

State of Ohio County of Franklin

We, Tamara S. Funk Penny Howard
Marilyn S. VanSickle and Staci E. Rector

the testator and the witnesses respectively, whose names are signed to the attached and foregoing instrument, were sworn and declared to the undersigned that the testator signed the instrument as his/her Last Will, that he/she signed, and that each of the witnesses, in the presence of the testator/testatrix and in the presence of each other, signed the will as witnesses.

Testator Clarence McBroom Jr Witness Tamara S. Funk
Witness Penny Howard
Witness Marilyn S. VanSickle

Subscribed and sworn to before me by Clarence McBroom Jr the testator, and by Tamara S. Funk Penny Howard and Marilyn S. VanSickle the witnesses on the 30 day of March 2000



STACI E. RECTOR
Notary Public, State of Ohio
My Commission Expires Sept. 10, 2004

Staci E. Rector
Notary Public

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Mail to:

BANKERS LIFE AND CASUALTY COMPANY
Life Division • 222 Merchandise Mart Plaza
Chicago, IL 60654-2009 • Telephone: 312-396-6000



TO GET FAST SERVICE, PLEASE DO THIS:

1. List all policy numbers
2. Answer all questions
3. Sign authorization below
4. Attach all policies
5. Attach certified copy of death certificate
6. Return everything to the above address

Beneficiary's Claim Form

LIST ALL BANKERS POLICY NUMBERS 45511

FULL NAME OF THE DECEASED CLARENCE Mc BROOM SR.

ADDRESS OF DECEASED 464 OLD AVENUE COLUMBUS OHIO 43207
(Street) (City) (State)

DATE OF DEATH Month 6 Day 6 Year 2001 DATE OF BIRTH Month Day Year 1909
(State)

FROM WHERE DID YOU GET THIS DATE OF BIRTH (bible, birth certificate, etc.)?

1. Give the following information about each beneficiary of this policy:

Name	Date of Birth	Address	Phone No.	Soc. Sec. No.
<u>CLARENCE Mc BROOM SR.</u>	<u> </u>	<u>2692 MITZ DELTA COLUMBUS, OHIO 43209</u>	<u> </u>	<u> </u>

Federal Law requires us to give you this information. We may have to withhold and send to the IRS on your behalf 31% of certain reportable payments who may be entitled to, unless we have your correct Social Security Number and you state you have not been notified that you are subject to an IRS Back-up Withholding Order on interest and dividends.

I have not been notified by the Internal Revenue Service that I am subject to a Back-up Withholding Order on interest and dividends. (If you have been so notified, cross out this entire statement.)

Your State Requires Us To Notify You That A person who, with the intent to defraud or knowing he is facilitating a fraud against an insurer, files a claim containing a false or deceptive statement is guilty of insurance fraud.

2. Show date deceased first saw a doctor for condition that caused death: _____

Was death due to: Illness? Accident? At work? Yes No

If accident, give full details below and attach newspaper clippings: _____

3. Name and address of Family Doctor: DR. KENNETH SKILL 94 WEST TITLED ST. COLUM OH. 43201

4. Names and address of all doctors who attended or treated deceased in past 5 years: _____

5. Names and address of all hospitals the deceased was ever treated at or admitted to: (show dates) _____

6. In what other companies did deceased have Life and Hospital or Medical Insurance? Give names, amounts, and policy numbers: _____



AUTHORIZATION: Policy Number _____ Deceased _____

I hereby authorize any medical professional, hospital, or other medical care institution insurance support organization, governmental agency, insurance company, employer, or other organization, institution or person that has any information, records or knowledge of the deceased's health to furnish to Bankers Life and Casualty Company or its representatives and permit them to examine and copy any information I understand that such information will be used for the purpose of evaluating my claim for insurance benefits and that I acknowledge that I or my authorized representative have a right to a copy of this authorization upon request. A copy of this authorization, or the original shall be valid from the date signed for the duration of the claim or the term of the coverage.

I understand that my insurance proceeds will be deposited into THE BENEFICIARY ACCOUNT, a guaranteed money market type account under my individual and complete control. I further understand that establishment of the account will be the manner by which this claim is paid.

Under penalties of perjury, I certify that my Social Security Number and Back-up Withholding information are correct.

Date 6/21/01 Signed Clarence Mc Broom Sr. (City) Columbus, Ohio 43209 (AREA CODE) (TELEPHONE #) _____

Address 2692 MITZ DELTA COLUMBUS, OHIO 43209 (Street) (City) (State)

BANKERS LIFE AND CASUALTY COMPANY
 222 Merchandise Mart Plaza • Chicago, IL 60654-2001
APPLICATION FOR A DEFERRED ANNUITY

1 ANNUITANT

Name Last, First, Middle
Mr Broom, CLARENCE

Birth Date
 Month Day Year
 [] [] [] 0, 9

Sex
 M/F
 M

Social Security Number
 [] [] [] [] [] [] 5, 9, 7, 3

2A OWNER (Complete if the Owner is other than the Annuitant.)

Name Last, First, Middle

Birth Date
 Month Day Year

Sex
 M/F

Social Security or Tax ID #

Relationship to Annuitant

2B CONTINGENT OWNER (If Applicable)

Name Last, First, Middle

Birth Date
 Month Day Year

Sex
 M/F

3 ANNUITY FORM APPLIED FOR 04 P
 Check Appropriate Box(es)

A. PREMIUM TYPE	C. QUALIFIED TYPE	D. OTHER INFORMATION
<input checked="" type="checkbox"/> Single Premium	<input type="checkbox"/> I.R.A.	<input type="checkbox"/> Bailout
<input type="checkbox"/> Flexible Premium	<input type="checkbox"/> I.R.A. to I.R.A. - Transfer	<input type="checkbox"/>
B. STATUS	<input type="checkbox"/> S.E.P. to I.R.A.	
<input checked="" type="checkbox"/> Non-Qualified	<input type="checkbox"/> T.S.A.	
<input type="checkbox"/> Qualified	<input type="checkbox"/> Other Qualified to I.R.A. - Transfer	
	<input type="checkbox"/> Rollover	

4 ANNUITANT'S ADDRESS

4141 OLDA AVENUE
 Number and Street
COLUMBUS OHIO 43207
 City, State, Zip Code
(614) 443-3969
 Home Phone Number

5 OWNER'S ADDRESS

Check here if same as Annuitant's. If so, do not complete Owner's Address.

Number and Street

City, State, Zip Code

Home Phone Number

6 CONTINGENT OWNER'S ADDRESS (If Applicable)

Number and Street N/A

City, State, Zip Code

7 BILLING NAME AND ADDRESS (If Other Than Owner's Address Above)

Name Last, First, Middle N/A

Address Number and Street

City, State, Zip Code

8 EMPLOYER (If Applicable)

Name N/A

(If School District, Supply District Name)

2 Thru 19
2 of 32

1. PAYMENT Amount Submitted With Application \$ 20,000.00
 Anticipated Annual Payments 1st Year \$ _____ Renewal Years \$ _____

Special Billing Information _____ Payment Frequency (Check One) PER MONTH PER YEAR PER BUSINESS MONTH

<input type="checkbox"/> SINGLE PAYMENT	<input type="checkbox"/> ANNUAL	<input type="checkbox"/> PER MONTH	<input type="checkbox"/> PER YEAR
<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY	<input type="checkbox"/> OTHER

Case No. _____ Rights To Be Enforced (Circle Exclusion) NON-EXCLUSION

10. Is the annuity now applied for intended to, or likely to, replace or change any existing insurance or annuities? Yes No If yes, complete and attach the required replacement form.

11. BENEFICIARY DESIGNATION

Name, Address and Relationship

Primary CHRISTINE M. BROWN JR. - SON
2624 MITZL DRIVE
DEXLEY, OHIO 43209

Contingent CHRISTINE M. BROWN - SON
636 KOEDEL AVENUE
COLUMBUS, OHIO 43207

Unless otherwise provided, if more than one beneficiary is designated, payment shall be made to such beneficiaries in equal shares or to such beneficiaries that survive the insured, in equal shares.

equally or to survivor

12. SPECIAL REMARKS: THIS CONTRIBUTION PAYS NO PREMIUM
ON ACCIDENTS

13. I hereby apply for an annuity and, if applicable, authorize my Employer to withhold the amount above. I authorize Bankers Life and Casualty Company to accept premiums on my behalf. I represent that the above information is correct to the best of my knowledge and belief.

Dated at City Columbus State OHIO Zip 43207
 this 18th Day of MAY 19 95

Signature of Annuitant Christine M. Brown

Signature of Owner (if other than Annuitant) _____

14. To the best of my knowledge and belief, the policy now applied for is, or is not intended to or likely to, replace any existing insurance or annuity.

Margaret E. [Signature] (Signature of Agent) 6611 (Agent No.) 1161 (BSO No.) 5/18/95 (Date)

 (Signature of Agent) (Agent No.) (BSO No.) (Date)

WARNING: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

9. PAYMENT Amount Submitted With Application \$ 20,000.⁰⁰
 Anticipated Annual Payments 1st Year \$ _____ Renewal Years \$ _____

Special Billing Information _____ Payment Frequency (Check One) SINGLE PAYMENT LIFE NEW BUSINESS
 ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY
 PPSF PRD
 Case No. _____
 Months To Be Excluded (Circle Exclusions) _____
 I F M A M J J A S O N D

10. Is the annuity now applied for intended to, or likely to, replace or change any existing insurance or annuities? Yes No If yes, complete and attach the required replacement form.

11. BENEFICIARY DESIGNATION
 Name, Address and Relationship
 Primary CLARENCE M. BROWN JR. - SON
2692 MITZI DRIVE
BEXLEY, OHIO 43209
 Contingent CLARENCE M. BROWN - SON
636 KOEBEL AVENUE
COLUMBUS, OHIO 43209
 Unless otherwise provided, if more than one beneficiary is designated, payment shall be made to such beneficiaries in equal shares or to such beneficiary that survives the insured, in equal shares. equally or to survivor

12. SPECIAL REMARKS: THIS CONTRIBUTION PLACES NO HANDSHP
ON APPLICANT

13. I hereby apply for an annuity and, if applicable, authorize my Employer to withhold the amount above. I authorize Bankers Life and Casualty Company to accept premiums on my behalf. I represent that the above information is correct to the best of my knowledge and belief.
 Dated at City Columbus State OHIO Zip 43209
 this 18th Day of MAY 19 95

Signature of Annuitant Clarence M. Brown

Signature of Owner (if other than annuitant) _____

14. To the best of my knowledge and belief, the policy herein applied for is, or it is not intended to or likely to, replace any existing insurance or annuities.
 Signature of Agent [Signature] (Agent No.) 6111 (BSO No.) 101 (Date) 5/18/95
 Signature of Agent _____ (Agent No.) _____ (BSO No.) _____ (Date) _____

WARNING: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

5/19/01
636 Koebel
Cols, Ohio
43207

Dr. Innis
340 E. Town Street
Cols, Ohio 43207

Dear Dr. Innis,
Gracie McBroom,
my daughter-in-law,
have my permission
for you to release
my (Clerence McBroom
Sr.) Blood report

Page-2- (Dr. Innis)

She has my permission
to have this report.
Gracie McBroom have
my Clerence McBroom
Sr., permission to
get this blood report.

Sincerely,
Clerence McBroom Sr.

1 thru 5

Mail to:
BANKERS LIFE AND CASUALTY COMPANY
Life Division • 221 Merchandise Mart Plaza
Chicago, IL 60654-2009 • Telephone: 312-396-6000



Beneficiary's Claim Form

TO GET FAST SERVICE, PLEASE DO THIS:

- 1. List all policy numbers
- 2. Answer all questions
- 3. Sign authorization below
- 4. Attach all policies
- 5. Attach certified copy of death certificate
- 6. Return everything to the above address

LIST ALL BANKERS POLICY NUMBERS 15511

FULL NAME OF THE DECEASED CLARENCE Mc Broom Sr.

ADDRESS OF DECEASED 444 OLD AVENUE COLUMBUS OHIO 43207
(Street) (City) (State)

DATE OF DEATH Month 6 Day 6 Year 2001 DATE OF BIRTH Month Day Year 1909
(State)

FROM WHERE DID YOU GET THIS DATE OF BIRTH (bible, birth certificate, etc.)?

1. Give the following information about each beneficiary of this policy:

Name	Date of Birth	Address	Phone No.	Soc. Sec. No.
<u>CLARENCE Mc Broom Sr.</u>	<u>32</u>	<u>2695 MITZ DEL. COLUMBUS OHIO 43209</u>	<u>644</u>	

Federal Law requires us to give you this information. We may have to withhold and send to the IRS on your behalf 31% of certain reportable payments you may be entitled to, unless we have your correct Social Security Number and you state you have not been notified that you are subject to an IRS Back-up Withholding Order on interest and dividends.

I have not been notified by the Internal Revenue Service that I am subject to a Back-up Withholding Order on interest and dividends. (If you have been so notified, cross out this entire statement.)

Your State Requires Us To Notify You That A person who, with the intent to defraud or knowing he is facilitating a fraud against an insured, files a claim containing a false or deceptive statement is guilty of insurance fraud.

2. Show date deceased first saw a doctor for condition that caused death: _____

Was death due to: Illness? Accident? At work? Yes No

If accident, give full details below and attach newspaper clippings. _____

3. Name and address of Family Doctor: Dr. Kenneth Shaw 94 West Tenth St. Columbus OH 43201

4. Names and address of all doctors who attended or treated deceased in past 5 years: _____

5. Names and address of all hospitals the deceased was ever treated at or admitted to: (show dates) _____

6. In what other companies did deceased have Life and Hospital or Medical Insurance? Give names, amounts, and policy numbers? _____



AUTHORIZATION: Policy Number _____ Deceased _____

I hereby authorize any medical professional, hospital, or other medical-care institution insurance support organization, governmental agency, insurance company, employer, or other organization, institution or person that has any information, records or knowledge of the deceased's health to furnish to Bankers Life and Casualty Company or its representatives and permit them to examine and copy any information I understand that such information will be used for the purpose of evaluating my claim for insurance benefits and that I acknowledge that I or my authorized representative have a right to a copy of this authorization upon request. A copy of this authorization, or the original shall be valid from the date signed for the duration of the claim or the term of the coverage.

I understand that my insurance proceeds will be deposited into THE BENEFICIARY ACCOUNT, a guaranteed money market type account under my individual and complete control. I further understand that establishment of the account will be the manner by which this claim is paid.

Under penalties of perjury, I certify that my Social Security Number and Back-up Withholding information are correct.

Date 6/21/01 Signed Clarence Mc Broom Sr. (Signature)
Address 2695 MITZ DEL. COLUMBUS OHIO 43209 (Area Code) (Telephone #)
(Street) (City) (State)

10677-OH (11/98)

APPENDIX ("A")
BLCC000039

R03

Mail to:
BANKERS LIFE AND CASUALTY COMPANY
Life Division • 222 Merchandise Mart Plaza
Chicago, IL 60654-2009 • Telephone: 312-396-6000



TO GET FAST SERVICE, PLEASE DO THIS:

- 1. List all policy numbers
- 2. Answer all questions
- 3. Sign authorization below
- 4. Attach all policies
- 5. Attach certified copy of death certificate
- 6. Return everything to the above address

Beneficiary's Claim Form

LIST ALL BANKERS POLICY NUMBERS 15511

FULL NAME OF THE DECEASED CLARENCE Mc BRIDE SR.

ADDRESS OF DECEASED 444 OLD AVENUE COLUMBUS OHIO 43207

DATE OF DEATH Month 6 Day 6 Year 2001 DATE OF BIRTH Month Day Year 1909

FROM WHERE DID YOU GET THIS DATE OF BIRTH (bible, birth certificate, etc.)

1. Give the following information about each beneficiary of this policy:

Name	Date of Birth	Address	Phone No.	Soc. Sec. No.
<u>CLARENCE Mc BRIDE SR.</u>	<u> </u>	<u>2695 HITZL DERE COLUMBUS, OHIO 43209</u>	<u> </u>	<u> </u>

Federal law requires us to give you this information. We may have to withhold and send to the IRS on your behalf 31% of certain reportable payments you may be entitled to, unless we have your correct Social Security Number and you state you have not been notified that you are subject to an IRS Back-up Withholding Order on interest and dividends.

I have not been notified by the Internal Revenue Service that I am subject to a Back-up Withholding Order on interest and dividends. (If you have been so notified, cross out this entire statement.)

Your State Requires Us To Notify You That A person who, with the intent to defraud or knowing he is facilitating a fraud against an insured, files a claim containing a false or deceptive statement is guilty of insurance fraud.

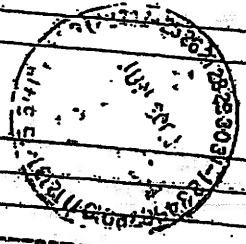
2. Show date deceased first saw a doctor for condition that caused death: _____
 Was death due to: Illness? Accident? At work? Yes No
 If accident, give full details below and attach newspaper clippings: _____

3. Name and address of Family Doctor: DR. KENNETH SHER 94 WEST FIELD ST. COLUMBUS OH. 43201

4. Names and address of all doctors who attended or treated deceased in past 5 years: _____

5. Names and address of all hospitals the deceased was ever treated at or admitted to: (show dates) _____

6. In what other companies did deceased have Life and Hospital or Medical Insurance? Give names, amounts, and policy numbers? _____



AUTHORIZATION: Policy Number _____ Deceased _____

I hereby authorize any medical professional, hospital, or other medical care institution insurance support organization, governmental agency, insurance company, employer or other organization, institution or person that has any information, records or knowledge of the deceased's health to furnish to Bankers Life and Casualty Company or its representatives and permit them to examine and copy any information I understand that such information will be used for the purpose of evaluating my claim for insurance benefits and that I acknowledge that I or my authorized representative have a right to a copy of this authorization upon request. A copy of this authorization, or the original shall be valid from the date signed for the duration of the claim or the term of the coverage.

I understand that my insurance proceeds will be deposited into THE BENEFICIARY ACCOUNT, a guaranteed money market type account under my individual and complete control. I further understand that establishment of the account will be the manner by which this claim is paid.

Under penalties of perjury, I certify that my Social Security Number and Back-up Withholding information are correct.

Date 6/21/01 Signed CLARENCE Mc BRIDE SR. (Signature)
 Address 2695 HITZL DERE COLUMBUS OHIO 43209 (Address Code) (TELEPHONE #) _____