IN THE SUPREME COURT OF OHIO

GRACIE E. MCBROOM IN PRO SE,

	Petitioner,	Case No. 1996-1830 Court of Common Pleas Case No. 14CVH06-6188
VS.		Hamilton County Circuit Superior
		Court 2, Case No. 29DOZ 1406MI 6434
BANKERS LIFE AND CASUALTY C	COMPANY,	Probate Court Case No. 481 694
		The United States District Court
	Respondent.	Case No. 2:12-cv-01074-ALM NMK
		United States Court of Appeals Case No.15-4186

### AMENDED

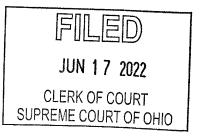
MOTION FOR RELIEF FROM JUDGMENT, ORDER OR PROCEEDING

FRANKLIN COUNTY COURT OF COMMON PLEAS

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

COUNSEL FOR PETITIONER GRACIE MCBROOM Harland Hanna Hale 6637 Merwin Road Columbus, Ohio 43235, and a sub-

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, filesthis 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 Gounsel 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 Mrmorandum, as well as Appendixes.

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Respectfully, -, Mc & RODA

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. Court of Common Pleas Case No. 14CVH06-6188 Hamilton County Circuit Superior Court 2, Case No. 29DOZ1406MI6438 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

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 Color an

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 dame 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

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

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) twentyeight 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 Mared To The Federal Court.

On June 12, 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 Pracedure 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 Eiled date is listed as March 31, 2016. Also, see Appendix "B"

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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.

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 Notize 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

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.

Arcie E. McBroom

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

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," 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 5511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. The 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 policies."

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 daughtermin-law, think that they are going to get all of this money from my are not going to get a dime." See Affidavit of this money from my care they ed 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 annunity insurance policies of 7691872 and 7645511. Plaintiff later learned by an agent at Bankers Life and Casual ty 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

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 annunity insurance contract to various family members of the deceased. One in particular is Plaintiff's old est son, Carroll A. McBroom, Jr., who received such a copy. He contacted Attorney Marcia Meckler and asked her why had he received this topy of the contract? She answered his question and in the course of the conversation Attorney Meckler revealed to my son that, "the Defeni ant Insured Clarence O. McBroom, Sr., before his death had time to cours in and change the beneficiary of the insurance annunity contract." See Affidavits of Carroll A. McBroom, and Gracie McBroom attached as 8. Plaintiff contacted Bankers Life and Casualty Company and spo with an agent of the Company and discussed Clarence O. McBroom, Sr., changing the contract stating that Gracie E. McBroom was the beneficia 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 leti 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 thos 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 July 16, 2013, as you know, he is now deceased. You were not the desigor subsequently. We have no record of receiving a disclaiming statement said policy 7645511 in any capacity. Attached Appendix "H,"  $\P$  2, and

By the terms of the annunity 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 annunity 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 betwee has never received any money from this Company. Appendix "A," and inies.

10. The Defendant Lori Willard Bankers Life and Casualty Company is not truthful for she stated, "Plaintiff is not the designated beneficiar of this Policy either at the time it was issued or subsequently with sai Policy 7645511 in any capacity." Yet, in the contract in Appendix "A," it shows that Plaintiff as being the designated beneficiary of policy <u>7645511</u>? Also, she stated by phone to Plaintiff that, "Clarence 0. Mcwriting she stated, "that he is the designated beneficiary of 7691873" then in as well as she made the checks payable to Clarence 0. McBroom, Jr.' "

11. Defendant Insured Clarence Oscar McBroom, <u>Sr</u>. passed away on June 6, 2001, as you can see from the Certificate of Death #45433.

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

Per an inquiry by our client prior to her contacting our 13. 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."

It appears that the owner of the insurance policy passed 14. away in 2001, his estate was completed in 2003, and somehow he was able to request a "surrender" of an annunity 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 coples of the annunity, and the stated beneficiary. Appendix "I."

That timely, reasonably and repeated demands have been made 15. 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 annunity insurance contract as attached hereto in Appendix "A." and incorporated herein by reference. not coming forward with the Revised Last Will and Testment of Clarence

# 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 Glarence 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

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

18. Even, at this time without Plaintiff not having copies of the annunity 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 annunity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

19. In the usual proceedings of events of annunities, although we do not have the benefit of a copy of the annunity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annunity 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.

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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. 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 annunity 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.

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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"

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 the annuitant of Policy No. 7645511?

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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. Mc-Broom, 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 annunity 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 "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.

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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 conducing 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. Pólicy: 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 clarity this matter?

(please, over)

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In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annunity 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 0. 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

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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 annunity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance annunity 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 Q. McBroom, Jr., off of the contract.

The agent legal Secretry 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 annunity contract nor the name of the Company of insurance annunity contract No. #US 455361. Plaintiff will be subpoending the Agent with this request.

 McBroom's claim allege for intentional infliction of emotion distress which constitute tute 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 annunity 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 and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

> 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. 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 indead 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

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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 annunity to be paid to himself at his last regular residence on March, 2006. How could this be possible?

Plaintiff have demonostrated that the Defendantshave 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. NcBroom, 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 entirty as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie E. Mc-Broom. Even with the change of Contract Clarence O. McBroom, Jr., stil got the house at 464 and 466 Olpp Street? Also, there is a letter written where Plaintiff disclaims my-

self 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. <u>Rasnick v. Tubbs</u>, 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. <u>Livi</u> <u>Steel, Inc. v. Bank One, Youngstown, N.A</u>., 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 annunity 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 beneficiaryInsurance 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 Denkse MeBroom to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annunity contract when he was disavowed from the contract.

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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 annunity 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 accidently 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

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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 in 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

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

i.

Ms.) Gracie McBroom

-20-

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,

<b></b>	Plaintiff,	) Case	No. 14CVH06 - 6188
V .		) <sup>Judge</sup>	R. Sheward
Bankers Life and Casualty	Company,	Date: ) Time: Place	10
	Defendant.)	)	Franklin County Court of Common Pleas 345 South High Street
PLAINTIFF'S ANSWER TO THE	(AMENDED	))	Columbus, Ohio 43215
COMES NOW DI	<u> </u>	E OF RE	MOVAL 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 Noof 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 Defendam'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 of ress 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 ongoing 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, <u>Sr</u>. 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 clased 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 clarity 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 annunity 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 quasiin-rem or attachment jurisdiction, it has acknowledged that an exception for Jur risdiction 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 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 "[0]nly causes of action arising from acts enumerated herein may be asserted against a defendant in an action in which jurisdiction over himsis based upon this section. . . . . ' " Ohio Civil Practice. pp 354-355.

7. The Primary Ohio Long-Arm Procision 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 jurisdiction 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 Defendant'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 2157 day of July 2014, addressed to the following:

7.

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

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# IN THE FRAMELIN COENTS COURT OF COMMON PLEAS SANSOUTH, HIGH STERED I. COLUMNESS OPPOSIS CIVIL SUBPORNAS

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# IN THE COURT OF COMMON PLEAS

FRANKLIN COUNTY, OHIO

Gracie E. McBroom 636 Koebel Avenue Columbus, Ohio 43207 14CVH06 - 6188 CASE NO.

Plaintiff in Pro Se.

JUDGE

CLERK OF COURTS

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

Defendant.

### COMPLAINT

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1. At all times relevant in this action, Plaintiff Gracie B. 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 annunity 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, Narcis 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.

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4. Shortly, after the Defendant Insured's death the Defendant's authorized agent Attorney Marcia Meckler of Bankers Life and Casualty 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 Defendin and change the beneficiary of the insurance annunity contract." See Affidavits of Carroll A. McBroom, and Gracie McBroom attached as

5. Defendant Insured Clarence O. McBroom, Sr., deceased, stated to Kevin B. McBroom, Plaintiff's youngest son, while he was living that, "Clarence O. McBroom, Jr., and Denise McBroom, son and daughthermin-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, attach-

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 annunity 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 name is on the will does not mean that he is the beneficiary to those letter dated May 7, 2013, which is attached and marked as Appendix "C,"

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 annunity 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 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 mame is on the will does not mean that he is the beneficiary to those

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Appendix 'en

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8. Plaintiff contacted Bankers Life and Casualty Company and spoke with an agent of the Company and discussed Clarence O. McBroom, Sr., and not Clarence O. McBroom Jr. The agent stated to Plaintiff that, "the only way that Clarence O. McBroom Jr., could have received money" 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 Defendant's Branch Sales Office for a copy of this letter and any in-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 July 16, 2013, as you know, he is now deceased. You were not the desigor subsequently. We have no record of receiving a disclaiming statement said policy <u>7645511</u> in any capacity. Attached Appendix "H," ¶ 2, and

By the terms of the annunity 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 annunity by death for Policy No. 7691873 at \$124,as of November 3, 1999, and Policy No. 7645511 at \$25,171.75 as Gara Mills and Plaintiff Gracie E. McBroom. Plaintiff Gracie E. McBroom has never received any money from this Company. Appendix "A." and inies.

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 it shows that Plaintiff as being the designated beneficiary of policy <u>7645511</u>? Also, she stated by phone to Plaintiff that, "Clarence 0. Mcwriting she stated, "that he is the designated beneficiary of 7691873" then in as well as she made the checks payable to Clarence 0. McBroom, Jr."

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

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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 0. Jr., of 2092 Mitzi Dr., Columbus, Ohio 43209 for the amount aforesaid mentioned: A letter per Attorney Tsiliacos to Bankers Life and Casualty 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 annunity to be paid to himself at his last regular residence on March, 2006. Plaintiff Gracie E. McBroom will: be subpoending Bankers Life and Casualty Company for information to reveal the cover up in this case. And request cop-. des of the annunity, and the stated beneficiary. Appendix "I." a de des se la constante

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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 annunity 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 Testment of Clarence

# NEGLIGENT MISREPRESENTATION

16. As Plaintiff Gracie E. McBroom requested information from Lori Willard of Bankers Life and Casualty Company. She otaled, that I had to get permission from Glafence O. NcBroom, 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

17. Within this Complaint is the evidence that Clarence Nc-Broom, Jr., is not the beneficitry to the coverage under Defendant Insured Clarence McBroom, Sr.,'s annunity 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 annunity 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 annunity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

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19. In the usual proceedings of events of annunities, although we do not have the benefit of a copy\_of.the:annunity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annunity 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<sup>1,18</sup>B, D<sup>4</sup> and incorporated by reference.

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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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# E2152 - B6

# 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,

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

Plaintiff repeats and realloges the allogations 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 annunity 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 dawages.

Appendix "on

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### E2152 - B7

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"

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 popolicy 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 othor information to you. We respect the confidentiality of our clients' private information and protoct 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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# E2152 - B8

With Plaintiff Gracie E. McBroom requesting information 30. 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. Mc-Broom, Jr. Why should Plaintiff request information from Clarence McBroom, Jr., when Defendant Insured Clarence O. McBroom, Sr., did hot include him in any of the insurance annunity 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 "how who is the beneficiary of those policies. See Appendizes "J," and

The Defendant Bankers and Casualty Company has taken 31. 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

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32. These: representations are inconsistent, contradictory and contrary to the representations previously made to Plaintiff Gracie McBroom by the Defendant Lori Villard and Defendant. Attorney Marcia Meckler of Bankers Life and Casualty Company. The Defendant Bankers Life and Cesualty 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 B. 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 conducing a reasonable investigation; and failed to provide promptly to Plaintiff Gracie E. McBroom.

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Appendix & C ..

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### E2152 - B9

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 Defendent Banker Life and Casualty Company. It reads as follows:

> Re: Gracie McBroom Insured: Clarence NcBroom, Sr. Pójicy: 7691873

Dear Sir or Nadam; "

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 clarity this matter?

(please, over)

APPENDIX "C"

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In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annunity 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 vorifying documentation will be appreciated.

...Narcus J. Tsiliacos Attorney at Lav

(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 <u>can be provided unless we are provided with a subpoena for</u> the records being sought.

(Please see Appendix "J".) . . . . Sincorely Lori Willards

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APPendix'e.

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### E2152 - B11

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 Coppany that have the insurance annunity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance annunity contract that she fold Plaintiff previously that Defendant. ThsurëdiMr. Clarence 0. NcBroom, Sr., before his death came in the office and change the beneficiary taking Clarence Q.

The agent legal Secretry 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 annunity contract nor the name of the Company of insurance annunity contract No. #US 455361. Plaintiff will be subpoending the Agent with this request.

 McBroom's claim allege for intentional infliction of emotion distress which constirutute 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." Mark 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 annunity 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 strocious and utterly intolerable in a civilized community. The Defendant's conduct intentionally and and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

 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. 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-2509.4.9). The Plaintiff must indead 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

A APENDIX "C"

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# E2152 - B14

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 annunity to be paid to himself at his last regular residence on March, 2006. Now could this be possible? and the second second to the second second and the second second second second second second second second second

Plaintiff have demonostrated that the Defendantshave 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. NeBroom, Sr., took Clarence O. McBroom, Jr.,'s name off of the contract and put Plaintiff's name on the Contract. and an and the first of the ball of the first of the second second second second second second second second s

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 Eubstituting 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 entirty as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie B. Mc-Broom. Even with the change of Contract Clarence O. McBroom, Jr., still got the house at 464 and 466 Olpp Street?

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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. <u>Rasnick v. Tubbs</u>, 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. <u>Livi</u> <u>Steel, Inc. v. Bank One, Youngstown, N.A.</u>, 65 Ohio App. 3d 581, 584 N.E. 2d 1267, 1272 (11th Dist. Trumbull County 1989)."

Allendix "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 annunity insurance contract with Defendant Insured Clarence O. McBroom, Sr., to pay the benaficiary 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. 해주 바이다. 1919년 1 1919년 1919

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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 bene-TichryInsurance contract from Clarence O. McBroom, Jr., to Gracie B. McBroom. This request of Defendant Insured Clarence O. McBroom, Sr., never materialized because Plaintiff Gracie E. McBroom never received those funds from the Company

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On the other hand, the original contract state that Policy No. 7645511 was to be divided equally between Gara 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. 37645511. 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 -Dentese-McBroom to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annunity 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 annunity 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.

> -18 APRENDIX "C"

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 Befendant Insured Clarence O. McBroom, Sr., with Plaintiff doing blood work on the Defendant I accidently 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

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Medical Report with his signature. See Annendia My M - - - -

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

Mø.

(Ms.) Gracie E. McBroom in Pro Se 036 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 1994 day of June, 2014.

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

Gracie McBr 001

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APPENDIX "C"

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# APPENDIX

**"B"** 

### APPENDIX ("B")

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	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 Service
	P.O. Box 1938
	Carmel, (Hamilton) IN 46082-1938
y ang Tariha Tariha Sang Sang Sang Sang Sang Sang Sang San	You are commanded to produce the documents described in the attached on or
	, 20 <u>14</u> , atm. You have
	before the <u>25th</u> day of <u>sury</u> been subpoenaed by: <u>Gracie E. McBroom</u> (Plaintiff/ <b>Isters as</b> ). Failure to
	been subpoenaed by:
	comply my result in your arrest.
	Dated:
	DatedBeaver
	Signature (Clerk, Judger Line County
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# ORIGINAL PETITION WITH HAMILTON COUNTY CLERK OFFICE

HAMILTON COUNTY, INDIANA

Gracie E. McBroom 636 Koebel Avenue Columbus, Ohio 43207

vs.

29 DOZ 1406 MI 6434

CASE NO. 14CVH06 - 6188

Plaintiff in Pro Se,

JUDGE R. SHEWARD

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

Defendant.

# 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 annunity insurance in the state of Indiana, with its principal place of business located at 111 E. Wacker Drive, Suite 2100, Chicago Cook, II. 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.

FRIOS COURT HAMILTON SUF

-1. APPENDIX D

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 annunity 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 Defendin and change the beneficiary of the insurance annunity contract." 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 B. McBroom, Plaintiff's youngest son, while he was living that "Clarence O. McBroom, Jr., and Denise McBroom, son and daughtermin-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, attach ed 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 annunity insurance policies of 7691872 and 7645511. Plaintiff later learned by an agent at Bankers Life and Casual ty Company that they were not the insurance company for the policy no. US 455361. During the course of this conversation the agent's legal name is on the will does not mean that he is the beneficiary to those letter dated May 7, 2013, which is attached and marked as Appendix "C,"

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 5511 and US 455361 from Clarence O. McBroom, Jr., to Gracie E. McBroom. The Defendant agent Attorney Marcia Meckler never passed this contract; o 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

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APPENDIK "P"

11. Defendant Insured Clarence Oscar McBroom, <u>Sr</u>. passed away on June 6, 2001, as you can see from the Certificate of Death #45433.

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

By the terms of the annunity 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 annunity 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 betwee Cara Mills and Plaintiff Gracie E. McBroom. Plaintiff Gracie E. McBroom has never received any money from this Company. Appendix "A," and inies.

9. Plaintiff asked the agent if the Company still had a copy of this letter that stated Plaintiff disclaimed myself from receiving thos Defendant's Branch Sales Office for a copy of this letter and any in-Plaintiff never wrote such a letter disclaiming myself from receiving those those funds. Defendant Lori Willard of Bankers Life and Casualty Company said in the letter dated September 10, 2013, regarding the policy July 16, 2013, as you know, he is now deceased. You were not the design or subsequently. We have no record of receiving a disclaiming statement said policy 7645511 in any capacity. Attached Appendix "H," ¶ 2, and

8. Plaintiff contacted Bankers Life and Casualty Company and spo with an agent of the Company and discussed Clarence O. McBroom, Sr., 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 leti to the Company disclaiming myself from receiving those funds." The Company, Bankers Life and Casualty Company in Indiana used the contract ir 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."

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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 0. 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 annunity to be paid to himself at his last regular residence on March, 2006. Plaintiff Gracie E. McBroom will be subpoending Bankers Life and Casualty Company for information to reveal the cover up in this case. And request copdes of the annunity, 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 annunity 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 Testment 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 Mc-Broom, Jr., is not the beneficiary to the coverage under Defendant Insured Clarence McBroom, Sr.,'s annunity 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 annunity 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 annunity insurance contract and judgment should be entered in favor of Plaintiff Gracie E. McBroom.

19. In the usual proceedings of events of annunities, although we do not have the benefit of a copy of the annunity nor the stated beneficiary, upon death the beneficiaries are issued a check(s) in the amount according to the annunity contract. If in the event there is no beneficiary, then the check is issued to the fiduciary which 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

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.

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### JURISDICTION AND VENUE

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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 annunity 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.

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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"

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 the annuitant of Policy No. 7645511?

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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 0. Mc-Broom, Jr. Why should Plaintiff request information from Clarence McBroom, Jr., when Defendant Insured Clarence 0. McBroom, Sr., did not include him in any of the insurance annunity 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 showwho 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 conducing a reasonable investigation; and failed to provide promptly to Plaintiff Gracie E. McBroom.

APPENOK "D"

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. Pôlicy: 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

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 clarity this matter?

(please, over)

In the usual proceedings of events of annuities, although we do not have the benefit of a copy of the annunity 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 M&Broom, 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

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the records being sought.

(Please see Appendix " J".)

• • Sincerely Lori Willards

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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 annunity contract #US 455361? Plaintiff also asked the agent legal Secretary for a copy of the insurance ant Insuréd Mr. Clarence 0. McBroom, Sr., before his death came in the office and change the beneficiary taking Clarence Q.

The agent legal Secretry 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 annunity contract nor the name of the Company of insurance annunity contract No. #US 455361. Plaintiff will be subpoending the Agent with this request.

 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 annunity 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 and recklessly caused Plaintiff severe emotional distress through extreme and outrageous conduct.

> 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. 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 indead 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

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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 annunity to be paid to himself at his last regular residence on March, 2006. How could this be possible?

Plaintiff have demonostrated that the Defendant 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 Befendant Insured Clarence O. NcBroom, 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 entirty as being the beneficiary. The name on the changed Contract by Defendant Insured Clarence O. McBroom, Sr., designated the beneficiary as Gracie E. Mc-Broom. Even with the change of Contract Clarence O. McBroom, Jr., stil 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. <u>Rasnick v. Tubbs</u>, 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. <u>Livi</u> <u>Steel, Inc. v. Bank One, Youngstown, N.A</u>., 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)

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The Defendant Bankers Life and Casualty Company entered into an Agreement by the terms of the annunity 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 benefic aryinsurance 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.

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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 Demiser McBroom to receive money from the Defendant Insured Clarence O. McBroom, Sr., insurance annunity contract when he was disavowed from the contract.

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# SECOND CLAIM FOR RELIEF

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(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 annunity 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 accidently 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

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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 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,

(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 460 22 (317) 566-4828

(Ms.) Gracie E. McBroom

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APPENDIX "D"

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

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Location: Hamilton Superior Court 2

Judicial Officer: Pfleging, Daniel J

Filed on: 06/25/2014

Gracie Mcbroom

vs.

Bankers Life & Casualty Co

CASE INFORMATION Case Type: MI - Miscellaneous Civil Case 06/25/2014 Pending Status: 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 Pfleging, 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 · . · · · . . · 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 Hi APPENDIX PAGE I OF 2



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 Total Payments and Credits Balance Due as of 8/8/2014

154.00 154.00 0.00

APPENDIX

# 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 <u>Description</u> Mcbroom, Gracie E 29D02-1406-MI-006434

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PAYMENT TOTAL

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

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**Gracie Mcbroom** 

vs.

DATE

Bankers Life & Casualty Co

**CASE INFORMATION** 

CASE ASSIGNMENT

Case Type: MI - Miscellaneous Civil

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

Case 06/25/2014 Pending Status:

	Current Case Assignment Case Number Count Date Assigned Judicial Officer	29D02-1406-MI-006434 Hamilton Superior Court 2 07/03/2014 8:34 AM Pfleging, Daniel J		
		PARTY INFORMATION	3	
Plaintiff .	Mcbroom, Gracie E 636 Koebel Ave Columbus, OH 43207		с. С	Pro So 636 Koebel Ave olumbus, OH 43207
Defendant :	Bankers Life & Casualty Co Annuity Services PO Box 1938 Carmel, IN 46082	*		
DATE	Bv	ENTS & ORDERS OF THE COUR	T	INDEX
06/25/2014	Case Opened as a New Filing		2000 - 2000	[
07/15/2014	Petition Filed File Stamp: 06/25/2014 Filed By: Plaintiff Mcbroom, Against: Defendant Bankers L Recd by p/m 6/27/14 dated 6/25	ife & Casualty Co		
07/16/2014	Administrative Event File Stamp: 06/25/2014 Attachment of the Subpoena file	<b>d.</b>	-	
07/22/2014	Certified Mail Returned Party Served: Defendant Bank signature NOT LEGIBLE 7/15/1	ers Life & Casualty Co		· · ·
07/28/2014	Answer Filed File Stamp: 07/28/2014 Gracie E. McBroom, pro se, file Court. (to Court)	s Answer to the Defendant's Noti	ce of Removal to Federal 🔅	n an
08/01/2014 -	Clerk Administrative Event Court notes that Plaintiff has file Court. The Courts review of the	file and the Case-Chronological s	ce of Removal to Federal Summary shows no filing by	
		APPENDIX (""") PAGELOF2	p	rinted on 08/08/2014 a

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Printed on 08/08/2014 at 8:39 AM

# CHRONOLOGICAL CASE SUMMARY

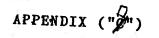
# CASE SUMMARY CASE NO. 29D02-1406-MI-006434

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** Total Payments and Credits Balance Due as of 8/8/2014



154.00

154.00 0.00

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Gracie E Mcbroom

BIRCH, INC. 317-849-3322

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STATE OF INDIANA

**GRACIE MCBROOM** 

COUNTY OF HAMILTON

IN THE HAMILTON SUPERIOR COURT 2

CASE NO. 29D02-1406-MI-006434



- 1.,

VS.

BANKERS LIFE & CASUALTY CO

FILED MAR 3 1 2016

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

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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.

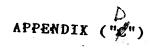
Ordered.

Daniel J Pfleging, Judge Hamilton Superior Court 2

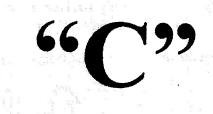
Distribution:

Gracie E Mcbroom 636 Koebel Ave Columbus OH 43207

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



# APPENDIX



the sound of

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 annunity policies that he had purchased. These annunity 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. Note, his signature on the medical report that I requested of the hospital which his permission. Appendix ("A").

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

1.

Also, note in Appendix ("A") the letter from the Insurance Company denying what is stated in the Last Will and Testament regarding annunity policy #,,,5511. Those annunity 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 annunity policies enclosed in the Will. The annunity 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 annunity 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 annunity 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."

2.

11,

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

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

In the Document in Appendix ("C") anunity policy #...5511, page number BLCCO00129; 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 thesfalse 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.

3.

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.

13

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 mispresentation.

The annunity policy #US..5361 is from American General Life Co. they refused to give me any information but these annunity policy is with this Company. So, I expect that Elarence 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

4.

Ronald Z. Morris & Associates, Inc. Forensic Document Consultants Konala IV. Maorris Certified Forensic Document Examiner

V Replicing ,

TO: Ms. Gracie E. McBroom 636 Koebel Avenue Columbus, OH 43207 EFERENCE: M&AI Case No. 17-1504 M&AI Case title: Mr. Clarence O. McBroom, Sr.

DATE:

July 13, 2017

1. Are the Clarence Mc Broom signatures by the same writer? 2. Is there evidence of document foldering or allocation on an <sup>1.</sup> Are the Clarence Mc Broom signatures by the same writer? 2. Is there evidence of document fabrication or alteration on any of the questioned documents? ENT EXAMINED.

LETTER BEAD RNM

-Copy - Last Will and Testament of "Clarence Mc Broom," bearing a signature in that name ocated to the left of the printed number "481694" and the date " It I 05 2001" as the date Copy - Last Will and Testament of "Clarence Mc Broom," bearing a signature in that in Copy - A second " Copy - A second document purporting to be a Last Will and Testament of "Clarence umber "481694" hand that name on a document date "30 March 2000." This docu

Copy – A second document purporting to be a Last Will and Testament of "Clarence imber "481694" hand written near the upper right of the form opy - A Bankers Life and written near the upper right of the form. Fleft of the page and the number "BLCCDODD30" Finted No. "106 77-OH (11/98)" printed because of the second of the sec

The signature in the name "Clarence Marchine at the date "6/21/C to comment has a signature in the name "Clarence McBroom, Jr." ard the date "6/21/01"

pay - A document with the number "BLCC000314" printed in the bottom center of the signature in the number "BLCC000314" printed in the bottom center of the signature in the number "Printed at the top of the top of the In Section 13 of the top pay - A document with the number "BLCC000314" printed in the bottom center of the signature in the name "Clarence McBroom" and the top of the page. In Section 13 of the 1999. signature in the name "Clarence McBroom" and the top of the page. In Section 13 of the printed at the bottom of the identifying prime at the date "1" day of November 1999." "BL 58 - Copy - Two documents with the identifying numbers "BL CO00128" and identifying notation "ROSA" of the respective bane page Page "In Concernence McBroom" and the date "1" day of November 199 On ge notation "ROSA" of the respective bane page Page "Dr Concernence", "is further than "RQ5B." "BLOD - Copy - Two documents with the identifying numbers "BLCC000128" and iden printed at the bottom of the respective page. Page "BLCC000128" BLCC000128" and 000129, RQ58 there is a signature in the name "Clorentifying notation "RQ58." the ni what appear to be a signature in the name "Clorentifying notation "RQ58." What appear to be copies of two smaller down allor down and the inderstifying is a

the n what appear to be copies of two smaller documents below which is a signature in

APPEndix A .. O. Box SUJ Bedford, VA 24523 B-mail: BNmoninactoricom Telephote: (Beddord, VA) 540-585-66-81 (Northe

ef z 4

#### SUMMARY OF CONCLUSIONS:

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

- 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.

E-mail: KNineria@crols.com

### 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 problems associated with the examination and comparison of all oopies.

E-mail: RNavoris@carfs.com

P.O. Box 905 Bodford, VA 21523 Tolophone: 540-586-6681 A PREMO 1X A "

LETTER HEAD KINALAI (Rev. \$7007)



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.

E-mail: RNinomis Bonds com

- 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.

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### Certification

- February 1991 present The United States Secret Service, Forensic Services Division
- August 1980 2005 Diplomate, 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)
- N. The Manufacturing of Genuine Credit Cards, published in Vol. 46, No. 3 May/June 1996, Journal of Forensic Identification of the IAL (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 IAL (Co-author)
- What is the Basis for a Handwriting Elimination? Published in the Journal of the American Society of œ. 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.

P.O. Box 905, Budford, VA 24523

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	JUL 0 5 2001 1	
	LAWHENCE A. BELSKIS PROBATE JUDGE	
	LAST WILL AND TESTAMENT	
	BE IT KNOWN, that I. Classer MELS	
	at 464 alph avenue course a Thanklin	
	in the State of Adding	
	be my Last Will and Testament supressly scroking all my prior Wills and Cocicils at any time stade.  I. PERSONAL REPRESENTATIVE:	
	Lappoins Clevence, O. The Green, Ca.	
	1 appoint General O. Mc Arstm., gr	
•	A use restanti Representative is anable or enwilling to serve then a appoint shall be authorized to carry out all provisions of this Will and pay my fast debits, obligations and funeral expresses. I further provide my Personal Representative shall not be provided as new function and the function of the service of the service shall not be provided as new functions.	
	Capennes. I further provide my Personal Representative shall and pay my just debits, oblightions and funeral any other jurisdiction, and direct that no expert appraisal be made of my estate unless required by law.	
	II. GUARDIAN:	
4.25	In the event i shall die as the solo parent of minor children, then I appoint	
	an Guardian of said minor children. If this named Guardian is an alternate Guardian is	
	nl bequeste:	
	I direct that after payment of all my just debts, my property be bequeathed in the meaner	
	1. Car - 1988 Ford Cerewa Vietoria be given to laron michael Purgh. 2. Electric Towery Ongan be given to Care and Mills. 3. House at 444 and 446 Olpp avenue, Columbus Alio 43209, and its contents be given to Cherence O. Maprom, Ju., may set.	
	michael Purgh.	
	2. Electric dowery Organ be given & Care an Mills	* :: :
	3. House of 464 and 466 Olpp averue. Columbus Rive 4207	
	and its contents he given to Cherena O. Mc Brown N.	· · ·
	my pen.	<sup>30</sup> 8
	4. Unnuity Policy. # 7691873 in the amount of \$ 124, 961. 91	គាត់ ព្រំដី
	1. Annuity Policy # 769 1873 in the amount of \$ 124,961.91 as of november 3, 1999 to given to Clarence & my form, gr.,	ः न
	5. Annuity Policy # US 455361 in the amount of	1.1
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	grally between Care and Dillo her dentie	
	Gracie mc Broom. FILED	1
	LAWRENCE A. BELSICS	
	APPENDIX ("A")	
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JUL 0 5 2001   JUL 0 5 2001   LAWRENCE A. BELSKIS PROBATE JUDGE	481694
the second se	
IN WIINESS WHEREOF, I have heren March . 192000 . to this my La IV. WIINESSED:	ato set my hand this 30 day of set Will and Testament. <u>Classes</u> <u>1998</u> <u>Long</u> <u>a</u>
dy or Ward Juk 19 2000 Winess Signature Winness Signature Winness Signature Witness Signature	
Wa Tamaka S. Funk .	Fring House
the testator and the witnesses respectively, who instrument, were sworn and declared to the unders Last Will, that before signed, and that each of the w the presence of each other, signed the will as witnes Testator Clark the state With With	ses. Standard J. Just Standard J. Just Standa
Subscribed and sworn to before me by Clarence	when a Road Li
by Tamaza S. FUNK PENNY	HERMARD and Mailyn: SVANDick E
the witnesses on the <u>30</u> day of <u>400.00</u> My Statistics <u>9-10-2004</u> Notice the Statistic Control of the Statistics of R. 2000 Statistics Control of the Statistics of Research and Statistics Control of the Statistics of warrancy, capters or length of who the Statistics Control of Statistics of warrancy, capters or length of the Statistics of warrancy.	Moracy Public Herton

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Case: 2:14-cv-00838-MHW-NMK Doc #: 36-2 Filed: 10/31/14 Page: 4 of 14 PAGEID #: 655

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Case: 2:14-cv-00838-MHW-NMK Doc #: 36-2 Filed: 10/31/14 Page: 5 of 14 PAGEID #: 656

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Case: 2:14-cv-00838-MHW-NMK Doc #: 36-2 Filed: 10/31/14 Page: 5 of 14 PAGEID #: 656

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Case: 2:14-cv-00838-MHW-NMK Doc #: 36-4 Filed: 10/31/14 Page: 5 of 16 PAGEID #: 686

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# RI CC000314

F.T.

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APPENDIX ("C" (3))

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Life Division Chicago, IL 60654-200	D. CASUALTY COMPANY 221 Merchandise Mart Plaza 19 • Telephone: 312-396-6000	• • •		
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Mail to:
BANKERS LIFE AND GASUALTY COMPANY
LIFE AND CASUALTY COMPANY
Life Division - 212 Merchandise Mart Plaza Chicago, IL 60654-2009 • Telephone, 212 Mart Plaza
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4. Show date descared first range a
2. Show date descared first save a doctor for condition that caused death: Was death due for Illness? Sp Accidence to a condition that caused death:
If accident, give full details below and arise to 'At work? [] Yes []
If accident, give full details below and attach newspaper clippings:
3. Name and address of Family Doctors who areas the Kert Net A Same 94 bleas the
in reames and address of all doctors who attended or treated deceased in an UEST THILD ST. Low in
in part & years:
5. Names and add
and addiness of all hospitals the deceased was and
5. Names and address of all hospitals the deceased was ever treated at or admined to: (show dates)
6. In what other companies did deceased have life and Hospital or Medical Insurance?
Give names and deceased have life and the
Give names, amounts, and policy numbers?
AUTHORIZATION: Policy Number
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information will be used for the purpose of evaluating my claim for an permit them to example of the movied of the dominant agency.
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