

IN THE SUPREME COURT OF OHIO

STATE OF OHIO, ex rel.,  
GREGORY T. HOWARD

Case No. 03-1572  
Trial Court Case No. 97AP-860

Appellant,

-vs-

SEAWAY FOOD TOWN, INC., et al.,

Appellees.

\*\*\*\*\*

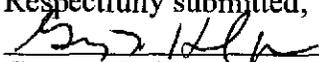
APPLICATION FOR LEAVE TO FILE S. CT. PRAC. RULE X, SECTION 7 EXHIBIT  
IN SUPPORT OF THE AMENDED MOTION FOR RECONSIDERATION  
*INSTANTER*

\*\*\*\*\*

Appellant herein, Gregory T. Howard, pro-se asks for leave to file a S.Ct. Prac. R.

X, Section 7 Exhibit in Support of the Amended Motion for Reconsideration, *instante*.

Respectfully submitted,

  
\_\_\_\_\_  
Gregory T. Howard  
P.O. Box 3096  
Toledo, Ohio 43607-0096  
Telephone: (419) 450-3408

**FILED**  
JAN 17 2007  
MARCIA J. MENGEL, CLERK  
SUPREME COURT OF OHIO

Relator-Appellant, Pro-se

PROOF OF SERVICE

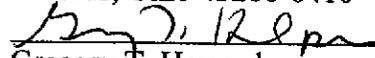
This is to certify that a copy of the foregoing of Gregory T. Howard was sent via ordinary U.S. Mail this 17<sup>th</sup> day of January, 2007 to:

Eastman & Smith, Ltd.  
C/O Thomas A. Dixon, Esq.  
One Seagate, 24<sup>th</sup> Floor  
Toledo, Ohio 43699-0032

Governor Ted Strickland  
77 High Street, 30<sup>th</sup> Floor  
Columbus, Ohio 43215-6117

Ohio Attorney General Office  
Shawn M. Wollam, Esq.  
150 East Gay Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215

The Ohio Attorney General Chief of  
Chief Counsel Staff-Atty Carney  
State Office Tower  
30 East Broad Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43266-0410

  
Gregory T. Howard  
Appellant-Claimant, pro-se

Tuesday, January 16, 2007

EXHIBIT 1

Governor Ted Strickland  
30<sup>th</sup> Floor  
77 South High Street  
Columbus, Ohio 43215-6117

**VIA FACSIMILE 614-621-1024 ONLY**

Ohio Bureau of Workers' Compensation  
Acting Administrator/CEO Tina Kielmeyer  
30 West Spring Street  
Columbus, Ohio 43215

**Re: Gregory T. Howard v. Seaway Food Town, Inc.**  
BWC Claim Nos. L-246280-22, 882992-22

Dear Sir or Madam:

In March of 1995, Seaway Food Town, Inc., owed me \$75,000.00 for industrial related injuries. A letter dated 02-24-1995 attesting to the fact that Food Town proposed a full and final settlement of \$75,000.00 is attached to this letter. Copies of a proposed settlement that demonstrate that BWC Claim No. L-246280-22 should settle within the range of \$350,000 are attached hereto as Exhibits "1" and "2". I moved with compassion and forgave them the debt. Seaway Food Town, Inc., filed an action in the Supreme Court of Ohio for \$938.00 in attorney fees in 2004 and demanded that I pay them that I owe them. I forgave them of the \$75,000.00 debt, potentially of the \$350,000 debt as well because they desired me to. I respectfully ask the Governor of the State of Ohio to not rest until the entire amount of \$2,770,762.08 is paid to me from Spartan Stores Associates, LLC and to require that Spartan Stores Associates, LLC pay \$2,770,762.08 which is all that is due to me as a result of my industrial related injuries which occurred in the course of and arising out of my employment with Seaway Food Town, Inc.. Please consider the following quote from the Scripture(s) when resolving the foregoing matter at issue:

"Therefore is the Kingdom of heaven likened unto a certain King, which would take account of his servants.

And when he begun to reckon, one was brought unto him, which owed him ten thousand talents.

But forasmuch as he had not to pay, his lord commanded him to be sold, and his wife, and children, and all that he had, and payment to be made.

The servant therefore fell down, and worshipped him, saying, Lord, have patience with me, and I will pay thee all.

Then the lord of that servant was moved with compassion, and loosed him, and forgave him the debt.

But the same servant went out, and found one of his fellowservants, which owed him an hundred pence; and he laid hands on him, and took *him* by the throat, saying, pay me that thou owest.

And he would not but went and cast him into prison, till he should pay the debt.

So when his fellowservants saw what was done, they were very sorry, and came and told unto their lord all that was done.

Then his lord, after that he called him, said unto him, O thou wicked servant, I forgave thee all the debt, because though desiredst me.

Shouldest not thou also have compassion on thy fellowservant, even as I had compassion on thy fellowservant, even as I had pity on thee.

And his lord was wroth, and delivered him to the tormentors, till he should pay all that was due unto him.

So likewise shall my heavenly father do also unto you, if ye from your hearts forgive not every one his brother their trespasses." ---The Gospel According to St. Matthew 18:23-35

In support of this filing, the following evidence is included: (1) Seaway's Settlement letter dated 02-24-1995, a settlement agreement with the figure of \$75,000.00, a letter dated 03-08-1995 to Frank Gates from American International Companies, a letter dated 02-14-1995 from Hylant MacLean Insurance Company to Frank Gates and Seaway Food Town, Inc., a letter dated 02-27-1995 from Frank Gates to Hylant MacLean Insurance Company; and (2) A copy of a letter from Seaway's legal counsel dated January 8, 2007.

The undersigned have a clear legal right to the requested relief. Pursuant to the interests of the undersigned, the importance or unimportance of the case, the equity and justice of the case, public policy, and the public interest the Governor of the State of Ohio has a clear legal duty to perform the requested relief as the undersigned has no adequate remedy at law. 11 Ohio St. 2d at 161-162. See, also, *State ex rel. Bennett v. Lime* (1978), 55 Ohio St. 2d 62, 378 N.E. 2d 152; *State ex rel. Dollison v. Reddy* (1978), 55 Ohio St. 2d 59, 378 N.E. 2d 150; *State ex rel. Battan v. Reece* (1982), 70 Ohio St. 2d 246, 247 and *State ex rel. Mettler v. Comms. Of Athens Cty.* (1941), 139 Ohio St. 86, 38 N.E. 2d 293.

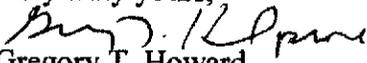
In the case sub judice Howard has a clear legal right to the requested relief within the workers' compensation framework. See, *Taylor*, 36 Ohio St. 3d at 149-150 quoting *Blankenship v. Cincinnati Milacron Chemicals, Inc.* (1982), 69 Ohio St. 2d 608\*\*\*, certiorari denied (1982), 459 U.S. 857 \*\*\*. According to *Bridges v. National Engineering and Contracting Co.* (Ohio 1990), 49 Ohio St. 3d 108, as a matter of law, entitle Spartan Stores Associates, LLC to the benefits of R.C. Ch. 4123, including the immunity provision of R.C. 4123.74 and Ohio Constitution, Article II, Section 35. Therefore, Spartan Stores Associates, LLC is liable for work-related injuries in the amount of \$2,770,762.08 within the confines of the Workers' Compensation Act which occurred on company property, and the undersigned is legally entitled to recovery of \$2,770,762.08 from them. Accordingly, because Spartan Stores Associates, LLC is liable for work-related injuries in the amount of \$2,770,762.08 within the confines of the

Workers' Compensation Act which occurred on company property, the Governor of the State of Ohio has a clear legal duty to perform the requested relief as the undersigned has no adequate remedy at law. 11 Ohio St. 2d at 161-162. See, also, *State ex rel. Bennett v. Lime* (1978), 55 Ohio St. 2d 62, 378 N.E. 2d 152; *State ex rel. Dollison v. Reddy* (1978), 55 Ohio St. 2d 59, 378 N.E. 2d 150; *State ex rel. Battan v. Reece* (1982), 70 Ohio St. 2d 246, 247 and *State ex rel. Mettler v. Commrs. Of Athens Cty.* (1941), 139 Ohio St. 86, 38 N.E. 2d 293.

Moreover, as cited from The Gospel According to St. Matthew 18:23-35, in pertinent part the Governor should become extremely angry, give the undersigned the right to pursue collection of the workers' compensation benefits, until Spartan Stores Associates, LLC pay \$2,770,762.08 which is all that is due to me as a result of my industrial related injuries which occurred in the course of and arising out of my employment with Seaway Food Town, Inc. "And his lord was wroth, and delivered him to the tormentors, till he should pay all that was due unto him" .Id.

Thank-you in advance for your consideration on this issue.

Very truly yours,

  
Gregory T. Howard  
P.O. Box 3096  
Toledo, Ohio 43607-0096  
Telephone: (419) 450-3408

Enclosure

cc: Thomas A. Dixon, Esq. (w/o/enc.) Facsimile: 419.247.1777 ✓  
Bureau of Workers' Compensation (w/o/enc.):866.457.0594 ✓  
IC/BWC REPRESENTATIVE (w/o/enc.) 614.728.9535-Article III, Section 1 ✓  
Chief Justice Thomas J. Moyer (w/o/enc.) 614.387.9019 ✓  
Barbara Beasy (w/o/enc.) 614.644.5209 ✓  
Ombudsperson (w/o/enc.) 614.644.1998 ✓  
Scott Hines, Esq., (w/o/enc.) 419.245.2652 ✓  
Mackinaw Administrator (w/o/enc.) 734-856-6226 ✓  
JUDGE JOHN F. BENDER-(Fax #) 614.462.2462 ✓  
Court of Appeals Administrator-(Fax) 614-462-7249 ✓



**American International Companies**

400 Interpace Parkway  
Building A  
Parsippany, NJ 07054

INDUSTRIAL GROUP OF OHIO  
MAY 23 AM 11:04  
TOLEDO REGIONAL OFFICE

Direct Dial: 201/402- 2947

March 8, 1995

Joyce Lagatta  
Frank Gates Co.  
P. O. Box 16580  
Columbus, Ohio 43216-6580

RE: **Gregory Howard vs. Seaway Food Town**  
D/L: 11/1/93  
Policy: 00415 35 31  
Your File #: 32571-93  
Our file #: 163-0076 54

Dear Joyce:

This will acknowledge receipt of your report dated 2/27/95, in which you reported the above mentioned potential Excess Workers' Compensation claim. Please note, I have set-up a National Union excess file for record only at this time.

From the information that was reported in this claim, it would appear this claim should settle within the SIR of \$350,000. Therefore, no further reporting will be necessary.

If in the future, developments occur on this claim which may cause the exposure to reach the retention or reserves are increased above 50% of the retention, then, please inform us in order to re-evaluate our position.

Thank you for reporting this claim and if you have any questions, please don't hesitate to contact me.

Very truly yours,

John Kowal  
Home Office Examiner  
JK/mct

cc: Janet Mallory  
Hylant MacLean  
P.O. Box 1687  
Toledo, Ohio 43603-1687

EX. 114



Risk Management • Insurance • Benefits

INDUSTRIAL COMM. OF OHIO

32571-93

February 14, 1995 11:04 AM

TOLEDO REGIONAL OFFICE

Ms. Elaine Michaud
AIG
One Cleveland Center
1375 East 9th Street
Cleveland, OH 44114

SEAWAY FOOD TOWN, INC.
EXCESS WORKERS' COMPENSATION
CLAIMS WITH INCURRED
VALUES EXCEEDING \$50,000

Dear Elaine:

We would like to make you aware that the following claim now has an incurred value exceeding \$50,000.

Table with 4 columns: Claimant, Date of Loss, Policy Number, Total Incurred. Row 1: G.T. Howard, 11-01-93, 415-35-31, \$ 50,984

By copy of this letter to the Frank Gates Service Company, I will ask that they provide you with copies of the "110 Reports" which summarize the activity and costs in these claims. Upon review of these reports you may, at your discretion, request further information from Frank Gates or Mr. Floyd Melby, Manager, Seaway Food Town, Inc.

As part of our standard claim reporting procedure, please provide me with acknowledgement of your receipt of this claim.

After reviewing the above, if you have any questions, please call.

Sincerely,

Janet Mallory

cc: Floyd Melby, Seaway Food Town, Inc.
Frank Gates Service Company

EX. 112

34.

INDUSTRIAL COMM. OF OHIO  
60 AUG 28 AM 11:04  
TOLEDO REGIONAL OFFICE

February 27, 1995

MS ELAINE MICHAUD  
AIG  
ONE CLEVELAND CTR  
1375 E 9TH STREET  
CLEVELAND OH 44114

Re: Insured: Seaway Food Town, Inc.  
Claimant: Gregory Howard  
FGSC #32571-93  
Policy #415-35-31  
DOI: November 1, 1993

Dear Ms. Michaud:

We represent Seaway Food Town, Inc. in the administration of their self insured workers' compensation program.

Enclosed, please find a current 110, which indicates all compensation and medical benefits paid in the above referenced claim. I am forwarding this to your attention at the request of Ms. Janet Mallory at Hylant MacLean.

If you have any additional questions, please call me at (614) 793-5445.

Sincerely,

Joyce Lagatta  
Excess Coverage Coordinator

/kab  
Enclosure

c: Mr. Floyd Melby - Seaway Food Town, Inc.  
Ms. Janet Mallory - Hylant MacLean

# Frank Gates

The  
Frank Gates  
Service  
Company

Corporate Headquarters:  
3000 Bradenton Ave.  
Dublin, Ohio  
43017-3534

Mailing Address:  
P.O. Box 16580  
Columbus, Ohio  
43216-6580

Telephone:  
614-793-8000  
Telefax:  
614-793-5100

February 24, 1995

MR GREGORY T HOWARD  
P O BOX 3096  
TOLEDO OH 43607

Re: Full and final settlement  
of workers' compensation claims

Dear Mr. Howard:

This is in response to the recent meeting between you, Floyd Melby, and myself regarding the possibility of a full and final settlement, wherein, you submitted your demand of \$92,974.06 based upon wage loss compensation.

Upon review of all factors, we are proposing a full and final settlement of \$75,000.00. It was felt that we should amortize the value of your claims and take into consideration the fact that we are paying wage loss compensation while the settlement is being processed, which could amount to as much as \$6,000.00. In addition to wage loss, we also considered that after wage loss, you would be entitled to a determination of a percentage of permanent partial disability compensation. We realized that there will be additional medical expenses, and therefore, we added this into the equation. Once we determined the value of the claim, we added another \$7,500.00 for educational purposes since you are unable to return to Seaway Food Town, Inc.

I am enclosing a settlement agreement with the new figure of \$75,000.00. If you are in agreement, please sign and have your signature notarized. These can be returned to Floyd Melby, 1020 Maumee, Ohio, 43537, for his signature, after which they will be sent to me for filing with the Bureau of Workers' Compensation. We will be able to pay the settlement in full 30 days after filing the application.

EXHIBIT

INDUSTRIAL COM. OF OHIO  
FEB 28 AM 11:04  
TOLEDO REGIONAL OFFICE

INDUSTRIAL COM. OF OHIO  
DO NOT WRITE IN THESE SPACES  
FEB 28 AM 11:04  
TOLEDO REGIONAL OFFICE

INDUSTRIAL COM. OF OHIO  
FEB 28 AM 11:04  
TOLEDO REGIONAL OFFICE

Should you have any questions, please contact Mr. Melby at 891-4258, as I will not be in the office again until March 13, 1995. I have alerted people to watch for the application to ensure that it is timely filed.

Sincerely,

Robert H. McDonald  
Senior Account Executive

/mld  
Enclosure

c: Mr. Floyd Melby - Seaway Food Town, Inc.

INDUSTRIAL COMM. OF OHIO  
TOLEDO REGIONAL OFFICE

INDUSTRIAL COMM. OF OHIO  
OO HR - 1  
TOLEDO REGIONAL OFFICE

INDUSTRIAL COMM. OF OHIO  
TOLEDO REGIONAL OFFICE





THE INDUSTRIAL COMMISSION OF OHIO

Final Settlement of Claim

L246280-22

Gregory T. Howard

(Claimant)

(Claim Number)

Seaway Food Town, Inc.

(Employer)

(Claimant's Social Security Number)

November 1, 1993

(Date of Injury or Occupational Disease)

INDUSTRIAL COMM. OF OHIO  
TOLEDO REGIONAL OFFICE

JOINT APPLICATION FOR APPROVAL OF SETTLEMENT AGREEMENT

Now comes the above-named claimant and employer and make application to the Industrial Commission of Ohio for an order approving settlement of the within Workers' Compensation claim as well as all rights to compensation and medical benefits for any and all injuries / occupational diseases sustained while in the employ of Seaway Food Town, Inc. and any and all injuries/occupational diseases incurred on or prior to the date of this agreement with any other employer amenable to the workers' compensation laws of the State of Ohio.

SETTLEMENT AGREEMENT AND RELEASE

I, Gregory T. Howard, for and in consideration of the sum of Seventy-five thousand dollars (\$ 75,000.00), which sum the employer, Seaway Food Town, Inc., agrees to pay me upon approval of the Industrial Commission of Ohio of this Settlement Agreement do hereby for myself and for anyone claiming by, through or under me, forever release and discharge said employer, its officers, employees, agents, representatives, successors, and assigns, the Industrial Commission of Ohio, the Bureau of Workers' Compensation, the State Insurance Fund, and all persons, firms or corporations from any and all claims, demands, actions or causes of action incurred on or prior to the date of this agreement, arising out of O.R.C. Chapter 4123, which I now have or which I may hereafter claim to have, whether known or unknown by reason of or in any manner growing out of my employment with said employer or any other employer.

(2) The parties further agree that if the above claim or any other claim being settled, has been recognized or allowed then the cost of all medical services, nursing services, hospital bills, drugs, and medicines filed with the Bureau or Commission prior to the date of entering into this agreement shall be the responsibility of the employer but if such costs were incurred prior to the date of this agreement and have not been filed with the Bureau or Commission prior to the date of this agreement then the cost of such services shall be the responsibility of the claimant. The costs of all medical services provided to the claimant on or after the date of this agreement are the responsibility of the claimant.

(3) The parties further agree that the following claim or claims shall be excluded from the terms of this agreement:  
None

(4) Additional Terms of the Settlement Agreement: N/A

(5) The claimant in the above entitled claim and the employer in said claim and their respective counsel hereby waive notice of hearing to be held by the Industrial Commission of Ohio, pursuant to the provisions of O. R. C. Section 4123.85, upon the Final Settlement of claim filed in said claim.

In witness whereof, the parties have signed this Final Settlement Agreement on the respective dates indicated and agree that the effective date of this agreement is \_\_\_\_\_

Gregory T. Howard  
(Claimant's Name)

Seaway Food Town, Inc.  
(Employer)

P O Box 3098  
(Claimant's Present Address)

By: \_\_\_\_\_

Toledo OH 43607  
(City, State, Zip)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of Ohio - County Lucas

Before me, a Notary Public in and for said state and county, personally appeared the claimant in the above entitled claim who acknowledged execution of the foregoing agreement for final settlement as his/her free act and deed after having been informed that approval by the Industrial Commission of Ohio will result in the complete and final settlement of all his/her claims against the employer and all other claims incurred on or prior to the date of this agreement with any other employer.

In witness whereof, I have here unto set my hand and official seal, this 27 day of FEB, 1995

NOTARY PUBLIC  
STATE OF OHIO  
CERTIFICATE

Dwight A. Rymal  
(Notary Public)

I, \_\_\_\_\_, do hereby certify that I am the attorney of record for the above-named claimant, that before he/she executed the foregoing Settlement Agreement and Release, he/she either read the same or the same was read to him/her and explained to him/her and he/she stated that he/she was satisfied with the Settlement.

# EASTMAN & SMITH LTD.

ATTORNEYS AT LAW

Established 1811

Peggy Mattimoe Sturgeon  
Attorney at Law  
Direct Dial: 419-247-1782  
pmsturgeon@eastmansmith.com

One SeaGate, 24<sup>th</sup> Floor  
P.O. Box 10032  
Toledo, Ohio 43699-0032  
Telephone: 419-241-6000  
Facsimile: 419-247-1777

January 8, 2007

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**AND VIA REGULAR U.S. MAIL**

Mr. Gregory T. Howard  
P.O. Box 3096  
Toledo, OH 43607-0096

Re: **Howard v. Spartan Stores Associates, LLC**  
Ohio Supreme Court Case No: 03-1572  
FCCA Case No: 97AP-860  
Our File No: S263/81877

Dear Mr. Howard:

Pursuant to the Supreme Court of Ohio's orders dated March 3, 2004 and December 14, 2005, you owe Seaway Food Town, now known as Spartan Stores Associates LLC (hereinafter "Spartan"), \$938.00 in attorney fees. By its December 14, 2005 order, the Supreme Court of Ohio ordered you to pay the Industrial Commission the sum of \$348.00 within 30 days after the order; i.e., no later than January 13, 2006. Moreover, the Supreme Court, in that same order, directed you to, within 30 days thereafter, pay to Spartan the sum of \$50.00 per month each month until paid in full. While we received your February, March and May 2006 payments, we have not received the following payments:

<u>Due Date</u>	<u>Amount</u>
April 13, 2006	\$50.00
June 12, 2006	\$50.00
July 12, 2006	\$50.00
August 11, 2006	\$50.00
September 10, 2006	\$50.00
October 12, 2006	\$50.00
November 12, 2006	\$50.00
December 8, 2006	\$50.00
January 8, 2007	\$50.00

Columbus • Toledo • Findlay

[www.eastmansmith.com](http://www.eastmansmith.com)

Mr. Gregory T. Howard  
January 8, 2007  
Page 2

Accordingly, you are to immediately pay to Spartan the sum of \$450.00. If we do not receive that payment by Monday, January 15, 2007, we will be forced to seek relief from the Ohio Supreme Court.

EASTMAN & SMITH LTD.

*Peggy Mattimoe Sturgeon*

Peggy Mattimoe Sturgeon

/asm

Tuesday, January 16, 2007

**VIA FACSIMILE TO (734) 856-6226/(616) 285-4971**

Mackinaw Administrators, LLC  
P.O. Box 1090  
Maumee, Ohio 43537-1090

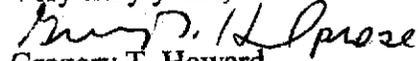
**Re: Gregory T. Howard v. Seaway Food Town, Inc.**  
BWC Claim Nos. L-246280-22, 882992-22 & 800268-22  
FCCP Case No. 05CV-01-398  
INJURED WORKER TO SPARTAN/PAYMENT DUE

Dear Kelly:

Pursuant to my letter dated January 16, 2007 which was sent to the Chief Executive of the State of Ohio Seaway Food Town, now known as Spartan Stores Associates LLC (hereinafter "Spartan") owe Gregory T. Howard \$2,770,762.08 which is all that is due to me as a result of my industrial related injuries which occurred in the course of and arising out of my employment with Seaway Food Town, Inc. Moreover, in that same letter, I asked the Governor to exercise his authority over Spartan and to grant me the right to pursue collection of the workers' compensation benefits, until Spartan Stores Associates, LLC pay \$2,770,762.08 which is all that is due to me as a result of my industrial related injuries which occurred in the course of and arising out of my employment with Seaway Food Town, Inc. Accordingly, you are to immediately pay to Gregory T. Howard the sum of \$2,770,762.08. If I do not receive that payment by Monday, January 22, 2007, I will be forced to seek further relief from Governor Ted Strickland who was most recently elected and appointed to act as the Governor for the State of Ohio.

Thank-you in advance for your consideration on this issue.

Very truly yours,

  
Gregory T. Howard  
P.O. Box 3096  
Toledo, Ohio 43607-0096  
Telephone: (419) 450-3408

Enclosure

cc: Thomas A. Dixon, Esq. (w/o/enc.) Facsimile: 419.247.1777 ✓  
Bureau of Workers' Compensation (w/o/enc.): 866.457.0594 ✓  
IC/BWC REPRESENTATIVE (w/o/enc.) 614.728.9535-Article III, Section 1 ✓  
Chief Justice Thomas J. Moyer (w/o/enc.) 614.387.9019 ✓

Barbara Beasy (w/o/enc.) 614.644.5209 ✓  
Ombudsperson (w/o/enc.) 614.644.1998 ✓  
Scott Hines, Esq., (w/o/enc.) 419.245.2652 ✓  
Mackinaw Administrator (w/o/enc.) 734-856-6226 ✓  
JUDGE JOHN F. BENDER-(Fax #) 614.462.2462 ✓  
Court of Appeals Administrator-(Fax) 614-462-7249 ✓  
Governor Ted Strickland ✓