

OH Supreme Court Case:# 2014-1485

AGGRIEVED IUS QUAESITUM TERTIO MOTION FOR RECONSIDERATION

1. On 02/13/08 there was a two car collision caused by the GROSS NEGLIGENCE of Respondent James E. Williams whose insurance provider promptly paid for all of his damages which were ONLY to his Van/vehicle, & at the collision scene Montgomery Sheriff

in accordance with OH FR Law Chapter 4509, more specifically 4509.06 filed an Accident

Report citing James E. Williams for FAILURE TO YIELD/CAUSING A COLLISION!

2. Respondent James E. William's has a **Third Party Beneficiary** contract with Nationwide Insurance Company (I believe the limits are \$300K/\$100K), **UNPAID** to date **Policy#: 9134C19692802132008**. On 11/13/14 Relator Ms. Brown, updated her Ohio Department of Insurance 1-800-686-1526, **Complaint#: CSD0003279** which was originally filed on or around 03/21/13.

3. James E. Williams Insurance Company Nationwide has a long track record which is indicative they're a "Bad Faith Insurance Company" not even including my claim with which, furthermore, Nationwide has **UNLAWFULLY committed 1st & 3rd Party Insurance "Bad Faith" for over 7-years to present; Nationwide has NOT been on my side NOR that of their Insureds'**, potentially this is a Landmark &/or Class Action case for the United States Department of Justice's, Special Litigations Department that Ms. Brown also notified 11/13/14. An excerpt on Nationwide from Wikipedia: "**Claims of Bad Faith**

In June 2014, Nationwide was hit with an \$18 million punitive damages award after a plaintiff proved the company "strong-armed its own policyholder rather than negotiating in good faith to compensate plaintiff for the loss suffered in an automobile collision." (same as Relator's Claim)

Death Benefit Controversy

In October 2012, Nationwide paid \$7.2 Million to resolve a probe of its payouts for death benefits in a probe lead by a multistate task force headed by Florida Insurance Commissioner Kevin McCarty.^[15] The task force stated that over \$1 billion of death benefits was not paid to consumers by multiple companies, including Nationwide, MetLife, Prudential Financial, Inc., and Manulife Financial Corp,^[16] because of customers failure to file a claims report. The pact reached with the task force will commit Nationwide and other insurers to compare its records against the Social Security Death Index and conduct a search for beneficiaries. The language in life insurance policies make it clear that it is up to the beneficiaries to notify the insurer; however, few companies have fallen back on this argument due to public relations fallout.^[17]

RECEIVED

NOV 17 2014

CLERK OF COURT
SUPREME COURT OF OHIO

FILED

NOV 17 2014

CLERK OF COURT
SUPREME COURT OF OHIO

4. In the "Motion to Look" denied previously Ms. Brown's significant injuries & the entire 01/13/10 Amended Complaint were provided to the OH Supreme Court, please review. Relator's short narrative of that content: Bajwa of Bajwa Law/Loveleen K. Bajwa hired by Relator, 08/12 disbarred Attorney Vlad Siglov committed Signature Forgery against Ms. Brown having NO AUTHORITY to represent Relator, NO proceeds have come to ~~me~~ ^{to B.} me/beneficiary to settle this claim. Nationwide was initially sent a demand letter, Nationwide rejected the claim & has UNLAWFULLY continued to do so as if they're insured has a choice to pay or not to pay his auto GROSS NEGLIGENCE full damages & is "ABOVE THE (OH FR) ^{to B.} LAW;" NO ONE ABOVE THE LAW!
5. There is no doubt that Mr. William's caused the 02/13/08 auto collision & ^{to B.} this claim is Respondents' responsibility/liability to Ms. Brown, there is no doubt Mr. William's has a 3rd Party Contract with Nationwide Insurance Company to which the Relator, Ms. Brown, is the sole beneficiary. Constantly we hear the mantra the U.S. has the best legal system in the world. Is that true or is it a cruel joke, if the latter pardon the fact I do not see the comedy in this OH tragedy that the OH Supreme Court has the power vested in itself to rectify in granting my petition.

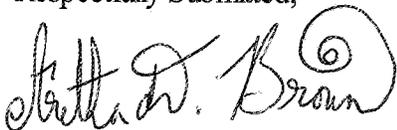
CERTIFICATE OF SERVICE

I, Aretha D. Brown, hereby certify that on, November ^{14th to B.} 13, 2014, I served copies of my Motion For Reconsideration on the Respondents' by way of regular: **U.S. Mail:**

James E. Williams
7906 Euclid Avenue
Cincinnati, OH 45243

Nationwide Headquarters
One Nationwide Plaza
Columbus, OH 43215-2220

Respectfully Submitted,



Aretha D. Brown

Pro Se: Ias Quaesitum Tertio