

RECEIVED

MAR 8 1 2008

**JAMES BONINI, CLERK
DAYTON, OHIO**

Joyce L. Ackerman
Gregory T. Ackerman
Jack H. Ackerman (Minor)
556 Shadowlawn Ave.
Dayton, Ohio 45419
937-293-4267

James Bonini, Clerk of Court
United States District Court
Joseph P. Kinneary U.S. Courthouse
85 Marconi Boulevard, Room 260
Columbus, Ohio 43215

03/31/08

RE: 1) Treason ~ Incumbent U.S. Magistrate Judge ~ Micheal R. Merz
2) Federal Courts "adhering to their enemies, giving them aid and comfort against the State(s) an Federal Constitutions and The Bill of Rights. (Treason?)
3) Business experience of fraud to the Consumer and Courts by Fortis Benefits Insurance Company / Fortis, Inc. ~ Parent Company (1996-2008)
(aka ~ Assurant, Inc. and underwritten by Union Security Insurance Company)

Dear James and Joseph,

**"LET US DARE TO READ, THINK, SPEAK AND WRITE."
John Adams, 1765**

Pursuant to the First Amendment of the United States Constitution Bill of Rights, please find the enclosed letter, as an "experience" letter from those who did business in the Gem City, also known as Dayton Ohio, of which resulted in Federal Court litigation over the past eight years. An experience of a couple who lived moderately comfortable and worked very hard to enjoy a life style in the travel industry, while developing a promising company in the water purification / internet health industry. Both industries are found to be educational and exciting as the couple would travel around the world and meet a variety of people and business cultures, with great pleasure and "peace of mind".

In order for continued pursuit of happiness and safety, the couple wanted to protect their sense of "peace of mind", and decided to purchase a variety of products in the

“business of insurance”. An arrangement by which a company (fiduciary) would give it’s customers financial protection against loss or harm such as theft or illness in return for a premium payment. The couple purchased a selection of insurance policies, some for the home and car as “required” by the “notification of laws”, and others such as health, dental, vision and disability, of which are completely “voluntary”. The couple paid 100% of all of the policies premiums for each of the insurance products.

In particular, the couple voluntarily purchased a long term disability (LTD) certificate from a “fiduciary” (Plan Administrator) called Fortis Benefits Insurance Company (currently changed to Assurant, Inc. via the parent company Fortis, Inc. ~ banking and insurance), in order to protect the couple’s financial monthly income and potential rehabilitation services in the event of a disability, if needed. As time marches on, one may never know when the insurance protection might be needed for the “peace of mind” against such harm.

As the letter you are about to read unfolds, the “fiduciary” (Fortis Benefits Insurance Company (now changed to Assurant, Inc. / parent company Fortis, Inc. ~ banking and insurance), will demonstrate how they are indeed possibly “Thieves with a pen”, who wrote a “binding contract” for the people(s) protection of good health and “peace of mind”, and later “balked” as the legally responsible “fiduciary” entity, only to be protected by the unethical practices of the Federal Courts Judges.

The “Thieves with a pen” would collect a premium every two weeks in exchange for a “Beneficiary Certificate” document, of which the people(s) would carefully read and place in their security lock box in case they needed future financial assistance and improved health care. However, when the time came to collect the benefits in a time of

need, the “Thieves with a pen” would delay and sometimes ignore the people(s) request for benefit assistance, for their own egregious financial benefit. As months passed on, the “Thieves with a pen” actions were considered to be fraudulent, and of bad faith with malice to the people(s) well being and the pursuit of happiness, as prescribed by the statues and constitutional laws of the United State of America.

Startlingly, the people(s) of the Gem City notified and requested assistance from the State official and State Agencies, who were either elected or appointed to protect the people(s) liberty, happiness and safety. Regretfully, those individuals pathetically failed to exercise their capabilities and responsibilities to the State laws and Constitution. The people(s) of the Gem City became financially broke, and lost many opportunities in there livelihoods for nearly 2 years before acquiring their due benefits with the assistance of “legal aid”. Then in appropriate actions, the people(s) went to the State court of the Gem City to seek compensatory and punitive damages for their extended losses of the legally “binding” insurance “Beneficiary Certificate”, along with the consequential affects of fraud, bad faith with malice, as caused by the “Thieves with a pen”.

However, as these “Thieves with a pen” found themselves in a precarious financial situation in a State court of law, they declared a “false” statement (perjury U.S.C. 18 § 1621) and “false claim” (31 U.S.C § 3729), of “ERISA” (An Act of Congress called the Employee Retirement Security Income Act “ERISA”), to the Plaintiff(s) and the court(s), so as to “seek approval of a federal financial shelter”, (so as to remove the case from the state venue to the federal venue), and thus try to avoid a state “jury demand” trial of the people(s) collective peers.

The ERISA terms or concept of ERISA, were never presented to the plan participants

(Beneficiaries) until the “fiduciary” (Fortis Benefits Insurance Company)) found them in front of a state court of law for bad faith with malice. If a Beneficiary Certificate “plan” is part of the Employee Retirement Security Income Act (ERISA), the federal government’s Department of Labor requires the “plan administrator” to furnish documents of ERISA to the plan participants and beneficiaries prior to litigation. See: Exhibit A ~ Plan Administrator requirements / Fortis Benefits Letter /

USAIR denouncement of ERISA

Contemptuously, and without facts and merits of the first ink drop to the controlling terms of “ERISA” rules and provisions, the Federal powers that be of the Gem City, Senior Judge Walter H. Rice and Magistrate Judge Michael R. Merz, personally protected the “Thieves with a pen”, and discarded the people(s) substantial United States Constitutional Rights, the Amendments of the Bill of Rights, and to the State of Ohio Constitution. Specifically, discarding the United States Constitution Article VI, and the Bill of Rights Amendments (7),(9), (10) and (14), along side with Ohio Constitutional Rights of Article 1, Sections (1),(2),(5) and (6), respectively.

See: Appendix A ~ Constitutional laws

The Federal powers knowingly gave “comfort and aid to the enemies” against the people(s) Constitution(s) across the land, and thus “barring” state and federal Constitutional laws for eight years of litigation. Subsequently, the Sixth Circuit Court of Appeals and the Supreme Court of the United States denied numerous appeals, while the District Court (Judge Walter H. Rice and Magistrate Judge Michael R. Merz) fined the Plaintiff(s) (people) a \$1000.00 for “frivolous claims” and harassment to the Court, thus protecting those who commit “fraud and bad faith with malice” to the people(s) of the

Gem City, and any future cases of the people(s) across this nation. (Judicial Treason)

At this juncture, in order to protect and preserve the Gem City, a letter writer has now pulled back the “concealing curtain of public injustice to the “failed” legal rules and procedures”, thus revealing the wayward powers of those who rule, and fail the people(s) of the Gem City, and the people of the United State of America, for their own self interest of protecting the “Thieves with a pen”. (Fortis Benefits Insurance Company / Assurant, Inc. / Fortis, Inc.)

* * * * *

Please find enclosed is our legal account and relevant documents which represents a personal “Business experience” with the “flagrant” Insurance and Banking industry companies called Fortis Benefits Insurance Company, now changed to Assurant, Inc., (parent Company ~ Fortis, Inc. ~ New York, NY, and Brussels, Belgium), and the United States Federal Courts.

Our “Business experience” letter, with Fortis Benefits Insurance Company / Assurant, Inc. /Fortis, Inc. and the courts have clearly demonstrated gross negligence, misrepresentation, bad faith with unduly delay of benefits, fraud and malice to the consumer (Insured) and litigants. Likewise, Fortis Benefits Insurance Company / Assurant, Inc. / Fortis, Inc. have presented issues of False Claims”, “perjury” and “fraud on the Court(s)” and treason, thus costing taxpayers an enormous amounts of court cost over the past eight (8) years of litigation (similar to receiving money from tax payers to pay the court cost), of which has also affected consumer confidence in the insurance and banking business industries, and the American Judicial system.

These actions of Fortis Benefits (Assurant, Inc.) are clearly for their own egregious

attempts to seek financial protection of their future losses, and are conclusively protected via of treason by Senior Judge Walter H. Rice and Magistrate Judge Michael R. Merz and the Appellate Courts, so as to threaten the citizens of the Gem City, and United States of America.

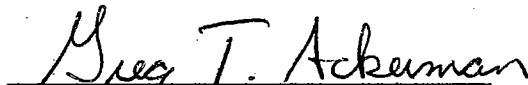
Please review case No's 3:00-cv-0277 and 3:04-cv-033 de novo, so as to properly disengage the services of these judges through this letter herein, along with the power of Congress, so as to protect and preserve our United States Constitutional Rights as American Citizens.

Thank you for your time and consideration in these critical matters to America.

Written notice of the filing of this "Experience letter" has been submitted to the Clerk of Courts ~ James Bonini, Clerk of Court, United States District Court, Dayton Ohio
Joseph P. Kinneary U.S. Courthouse Columbus, Ohio

With Great Respect for Life, Liberty and the pursuit of Happiness as American citizens, this "Response / Motion / Claim of Unconstitutionality" is respectfully submitted in finality herein.


Joyce L. Ackerman, Plaintiff (Disabled)


Greg T. Ackerman, Plaintiff
556 Shadowlawn Ave
Dayton, Ohio 45419
(937) 293-4267
Pro Se for All Plaintiff(s)

JLA/gta

cc: Better Business Bureau of Dayton

Congressman Mike Turner

"Let us Dare to Read, Think, Speak and Write", John Adams, 1765
(poweroftheletter.com)

God Bless America

Legal Issues (precedent)

With the “insured(s)” economic and deteriorating well being of livelihood, along with escalating losses over the near four (4) years (1996-2000), the insured (Joyce Ackerman, et al.) filed a law suit with the assistance of an attorney in the Montgomery County Common Pleas Court in Dayton, Ohio seeking compensatory and punitive damages with state law claims, and a jury demand with our peers (2000). Shortly after filing these documents with the State Court, Fortis Benefits Insurance Company (Assurant, Inc. / parent company Fortis, Inc.) presented a “False Claim” of the federal “Employee Retirement Income Security Act”, (ERISA). Fortis Benefits Insurance Company / Fortis, Inc. presented a false claim of “ERISA” while removing the cases from the State jurisdictional venue to the Federal jurisdictional venue. Thus egregiously **‘seeking approval of a federal financial shelter’** [“barring” state law claims and a trial by jury] for their “actions” of bad faith and malice to the consumer, while they found themselves in a precarious financial situation of being “sued in a State court of law”.

More stunningly and most disturbing to American citizens, and the “business world”, the Federal Court(s) have “subjectively sided” with the insurance / banking company. Fortis Benefits / Assurant, Inc./ Fortis, Inc has now successfully moved the proceedings from the State venue to the Federal venue, and have “barred” the insured (Joyce Ackerman, et al.) of their substantial Constitutional rights to their state law claims, and a jury demand trial. (Thus setting precedent to “bar” all American citizens with similar demands of a jury trial, and Constitutional issues)

The Plaintiff(s) attorney decided to move on and disengage himself from the case upon the courts subjective decision of applicable ERISA rules and provisions, of which

did not carry the first ink drop of ERISA controlling terms facts to the courts. He must of known something deceitful was going on because all communication with the Plaintiff(s) abruptly stopped.

Once this was done, the Plaintiff(s) then gave the Defendant(s) notification that the press would soon be getting involved in this case of bad faith with malice ("Thieves with a pen" ©), and therefore on the face of it, created a "leveraged" position for the Plaintiff(s) to have all judgments of ERISA against them "vacated". Fortis Benefits Insurance Company / Assurant, Inc. / Fortis, Inc. petitioned a "settlement conference" to Judge Walter H. Rice, and in the alternative to Magistrate Judge Michael R. Merz. Joyce Ackerman, et al., concurred with the settlement conference being executed with the judicial officers of the court, so as to protect the parties interest and validity.

See Exhibit B ~ Settlement conference letters and alternative motion for counsel

Disingenuously to the Judicial System, particularly to the alternative dispute resolution (ADR), to save further cost and litigation to all parties (2004), the senior judge (Walter H. Rice ~ former chief Justice) of the case(s) herein, decline to exercise a "settlement conference", The Judge Walter H. Rice personally elected not to have a "settlement conference" himself, failed to address a meeting with the magistrate judge as requested, thus leaving the Plaintiff(s) without counsel for further litigation, and thus closing his door to justice. Maybe he just didn't want the "litigants" to get the money?

In an independent action a case was filed on behalf of Fresh Zone Products, Inc. for the "interruption of business" to the now multi billion dollar water purification industry and parallel internet health information recourse industry. (2004)

Subsequently, the "insured" (Joyce Ackerman, et al.) and the Corporation of the

insured spouse (Fresh Zone Products, Inc.), are still pursuing the proper jurisdictional venue of State law claims with a jury demand. Perpetual documents have been filed with the Court(s) per the original state law claims, false claims, fraud on the Court, and “Claims of Unconstitutionality, including District Court of Southwestern Ohio (Dayton) (194 comprehensive Docket entries for the (2) cases 2000-2008), including the appeals to the Sixth Circuit Court of Appeals (Cincinnati) (2ct en banc rehearing’s with all 15 presiding judges), and appeals to the Supreme Court of the United States (3 denials without comments)”.

These “filed” papers to the court(s) are not only for the protection of the Plaintiff(s), Appellant(s) and Petitioner(s) [one in the same, but called differently at each level of the courts system], but most importantly for the protection of all other American citizen carrying similar substantial State and Federal rights and issues, before the American Court(s) of law. (Comprehensive Legal issues (2000-2008).

Abhorrently, and again open for public review, the Federal Judges of the American Judicial courts have grossly affected the substantial rights of American citizens, and taken aback the confidence of the “business world” and Courts, while apparently “aiding the enemies” (Fortis Benefits / Assurant, Inc./ Fortis, Inc) against the United States Constitution (Is this Judicial Treason ~ Article III section 3 / United States Constitution ?).

Our American federal courts are clearly without merit and irrefutable facts of the “first ink drop of ERISA”; notifications, provisions, language text, controlling terms, or statement of “ERISA rights” to the “business of insurance”:

1) Marketing materials of Fortis Benefits (now Assurant, Inc.) /Fortis, Inc. LTD plan

- 2) Legally “binding” Master Copy of the LTD policy,
- 3) Validated “Beneficiary Certificate” of the individually insured,
- 4) Fortis Benefits Insurance Company (now Assurant, Inc.). / Fortis Inc. “denial of benefits letters” mailed to the insured (Joyce Ackerman Greg Ackerman and minor), so as to generate a federal question of “ERISA” to the federal court(s) All of these “business insurance” documents are completely “void of ERISA”, and therefore without interpretation to the court(s), the involved parties, and people(s) of reasonable and healthy mind(s).

Please note most importantly, the regulation of the business insurance, an Act of Congress called the McCarren Ferguson Act (15 USCS § § 1011 See: Exhibit B) specifically provides that the “laws of the several states should control the business of insurance”, therefore protecting the consumer from “flagrant” insurance companies and their egregious actions. The Federal courts have ignored this Act of Congress.

See: Exhibit C ~ Relative law of the Business of Insurance

In finality to the Federal District Court (2008), senior federal Judge Walter H. Rice and Magistrate Judge Michael R. Merz have imposed a \$1000.00 fine on those who seek proper due process of law, while pursuing their Constitutional rights as American citizen. (Does this give further proof of judicial Treason, so as to protect, comfort and “aid the enemies” of the United States Constructional laws?

(See: Exhibit D ~ Most recent Court documents giving the Court an opportunity to correct its findings and conclusions of law. Case(s) No. 03:00-cv-0277 and 03 04-cv-033. (2008)

Conclusion

Who are the “Thieves with a pen” which are in opposition to the State and Federal Constitutions? The “fiduciary” Fortis Benefits (now called Assurant, Inc. / Fortis, Inc.), the Federal officers of the Court(s) which fail to properly adjudicate the rule(s) of law, and “adhere to the enemies, giving them comfort and aid” against the people(s) Constitution, or the elected officials and appointed a agencies of state and federal government, while under oath, prejudicially “stop working” for the people(s) request for constitutional protection?

Please exercise your First Amendment of the United States Constitution Bill of Rights for public redress and protection of the American citizens substantial rights. How would you and / or your business leaders react to the actions of the elected and appointed government official, and officers of the Court(s) Fines or Impeachment inquires?

See: www.badfatih.info , for reference materials and to submit your personal blog.

Correspondingly, please support our troops and veterans who protect and preserve the United States Constitution and the Bill of Rights by writing your local representatives:

Operation Constitution Rescue
Wright Brothers Post Office
P. O. Box 911
Dayton, Ohio 45409
See: www.constitutionrescue.com

To all whom this may concern, please document our extraordinary personal “business experience” and litigation with Fortis Benefits Insurance Company (Assurant, Inc. / Fortis, Inc) and the Federal Courts. Please share this referenced letter with your families, friends and business associates around the country. Therefore collectively, we may be able to provide comprehensive consumer and

business protection for all American citizens by terminating any business dealings and future transaction with Assurant, Inc.(aka Fortis Benefits Insurance Company) and Fortis, Inc. of the Insurance and Banking industry and remove the judges of unethical judicial prudence.

Appendix A

United States Constitution

Article VI

All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.

The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.

Signers of the United States Constitution

A)

'Jonathan Dayton' *Italic text* (October 16, 1760 – October 9, 1824) was an American politician from the U.S. state of New Jersey. He was the youngest person to sign the United States Constitution and a member of the U.S. House of Representatives, serving as the third Speaker of the United States House of Representatives, and later the U.S. Senate. Arrested in 1807 for treason in connection with Aaron Burr's conspiracy, Dayton was never trialed but his political career never recovered.

The city of Dayton, Ohio, was named after him because he owned 250,000 acres (1,000 km²) of land in Ohio and because he supported the building of the Miami Canal without hesitation.^[2] However, Jonathan Dayton never set foot in the city.

(http://en.wikipedia.org/wiki/Jonathan_Dayton)

B)

Done in convention by the unanimous consent of the states present the seventeenth day of September in the year of our Lord one thousand seven hundred and eighty seven and of the independence of the United States of America the twelfth.

In witness whereof We have hereunto subscribed our Names,

G. Washington-Presidt. and deputy from Virginia

New Hampshire: John Langdon, Nicholas Gilman

Massachusetts: Nathaniel Gorham, Rufus King

Connecticut: Wm: Saml. Johnson, Roger Sherman

New York: Alexander Hamilton

New Jersey: Wil: Livingston, David Brearly, Wm. Paterson, **Jona: Dayton**

Pennsylvania: B. Franklin, Thomas Mifflin, Robt. Morris, Geo. Clymer, Thos. FitzSimons, Jared Ingersoll, James Wilson, Gouv Morris

Delaware: Geo: Read, Gunning Bedford jun, John Dickinson, Richard Bassett, Jaco: Broom

Maryland: James McHenry, Dan of St Thos. Jenifer, Danl Carroll

Virginia: John Blair--, James Madison Jr.

North Carolina: Wm. Blount, Richd. Dobbs Spaight, Hu Williamson

South Carolina: J. Rutledge, Charles Cotesworth Pinckney, Charles Pinckney, Pierce Butler

Georgia: William Few, Abr Baldwin

United States Constitution Bill of Rights

Amendment VII

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United

States, than according to the rules of the common law.

Amendment IX

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Amendment X

The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.

Amendment XIV (Specifically)

Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 5. The Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

<http://www.law.cornell.edu/constitution/constitution.overview.html>

State of Ohio

Constitution of the State of Ohio

Article 1 - Bill of Rights

§ 1.01 Inalienable Rights (1851)

All men are, by nature, free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty, acquiring, possessing, and protecting property, and seeking and obtaining happiness and safety.

§ 1.02 Right to alter, reform, or abolish government, and repeal special privileges

(1851)

All political power is inherent in the people. Government is instituted for their equal protection and benefit, and they have the right to alter, reform, or abolish the same, whenever they may deem it necessary; and no special privileges or immunities shall ever be granted, that may not be altered, revoked, or repealed by the general assembly.

§ 1.05 Trial by jury (1851, amended 1912)

The right of trial by jury shall be inviolate, except that, in civil cases, laws may be passed to authorize the rendering of a verdict by the concurrence of not less than three-fourths of the jury.

§ 1.16 Redress in courts (1851, amended 1912)

All courts shall be open, and every person, for an injury done him in his land, goods, person, or reputation, shall have remedy by due course of law, and shall have justice administered without denial or delay.

[Suits against the state.] Suits may be brought against the state, in such courts and in such manner, as may be provided by law.

Article 15 – Miscellaneous

§ 15.07 Oath of officers

Every person chosen or appointed to any office under this state, before entering upon the discharge of its duties, shall take an oath or affirmation, to support the Constitution of the United States, and of this state, and also an oath of office.

Exhibit A

IMPORTANT CHANGES IN SPD REQUIREMENTS

U.S. Department of Labor
Pension and Welfare Benefits
Administration



-2-

SPD FILING ELIMINATED: ERISA pension and welfare plans no longer need to file copies of summary plan descriptions (SPDs), summaries of material modifications (SMMs), or updated SPDs with the Department of Labor. Note: Plan administrators still must furnish these documents to participants and beneficiaries.

← Fortis Inc.
Plan Adm.

GROUP HEALTH PLAN SPDs: Group health plans must include in their SPDs:

- ✓ ● Information about the role of any "health insurance issuer" (e.g., insurance company or HMO), in the plan's operation, including whether benefits are guaranteed by the issuer and what administrative services it provides.
- ✓ ● A notice that federal law generally prohibits plans and health insurance issuers from limiting hospital stays for childbirth to less than 48 hours for normal deliveries and 96 hours for cesarean sections.
- ✓ ● An updated "Statement of ERISA Rights" indicating which Department of Labor office to contact for information and assistance.

Group health plans must also notify participants and beneficiaries of "material reductions in covered services"

or benefits" (e.g., important benefit reductions or cost increases for participants). This notice must be given by the plan within 60 days of adoption, or within 90 days of adoption if given as part of system of communication, such as union newsletters or company publications, distributed at regular intervals of not more than 90 days. Note: SMMs or updated SPDs giving notice of other plan changes must be furnished within 210 days after the end of the plan year.

ELECTRONIC DISCLOSURE: The Department of Labor has set forth "safe harbor" conditions under which electronic media (e.g., e-mail) may be used to furnish group health plan SPDs, SMMs, and updated SPDs to participants. See 62 Fed. Reg. 16,985 (April 8, 1997) (to be codified at 29 CFR 2520.104b-1(c)).

For further information call 1-800-998-7542, visit our website at <http://www.dol.gov/dol/pwba> or write us at:

Pension and Welfare Benefits
Administration
U.S. Department of Labor
Customer Service Representative
Rm. N-5625
200 Constitution Avenue, N.W.
Washington, DC 20210

NOTE:

September 1997

* Plaintiff(s) have NEVER RECEIVED A "Statement of ERISA Rights" before or during the claim process, "VOID," BECAUSE IT WAS A NON-ERISA INSURANCE PLAN. (IE: CAR INSURANCE, HOMEOWNERS, RENTERS)

/ Leibson
Sup Account Executive

**Fortis Benefits
Insurance Company**
2323 Grand Avenue
Kansas City, MO 64108
(816) 474-2375
Fax (816) 474-2335

November 9, 1995

Wyatt Owens
National Group Protection, Inc.
2307 Commonwealth Drive
Charlottesville, VA 22901

Re: USAir - ERISA

Dear Wyatt:

I have spoken to several of our attorneys in order to gain as much information as possible in regards to the ERISA issue. I would like to briefly review the Department of Labor (DOL) Regulation 2610.3-1(j) that discusses what group insurance arrangements do not constitute employee welfare benefit plans if there is minimal employer involvement:

1. No contributions are made by the employer.
2. Participation is completely voluntary.
3. The employer receives no consideration in the form of cash for administrative services rendered in connection with payroll deductions.

These three criteria are definitely being met. The last criteria that must be met states that the sole function of the employer with respect to the program are, without endorsing the program to permit the insurer to publicize the program to the employees, to collect payroll deductions and remit them to the insurer.

It is our opinion that this criteria is not being met. Our rationale is based on USAir's involvement in the plan design, open enrollment materials and the articles written by USAir for employee newsletter.

- ✓ Fortis Benefits' position on whether or not a plan is subject to ERISA only comes into play when we are involved in litigation. As I mentioned to you, ERISA cases must be argued in Federal Court which is a much friendlier environment as opposed to State Court. Our counsel will argue on almost all cases that ERISA applies in an attempt to move the case out of State Court. This is the situation that occurred in the Thomas Meaker case in North Carolina where both USAir and Fortis were named as defendants. Counsel was selected to represent both USAir and Fortis. The strategy employed, and agreed to by attorneys from Fortis and USAir, was that the LTD plan was an employee welfare plan and subject to ERISA. In this case, the court agreed with this argument. Keep in mind that if the insurer fails to argue this point

Fortis

Page 2

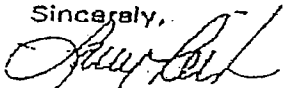
at all, then the insurer is automatically placing themselves in a precarious financial position due to the damage awards that can occur at the State level. This is the reason why we assume all cases are subject to ERISA in our claims processing so that we can argue this position in court. Not every court is going to rule the same way and in some cases it may be determined that the USAir is not subject to ERISA. ERISA, like many other laws and regulations, contains a lot of vague language that can be interpreted and argued either way. It all depends on the situation and the stance the party wants to take.

It is up to USAir to decide whether or not they feel the LTD plan is an employee welfare benefit plan in their eyes. We take the position that ERISA applies to protect our legal interests in the case of litigation. It is not our position to suggest or force any employer to comply with ERISA based on our opinion.

Wyatt, I hope this explains our position on this issue. I realize that USAir thinks we should be in concert on this which would require USAir to comply with the DOL regulations which include the issuance of a Summary Plan Description. The timing of all this as it relates to the Certificate Booklet mailing is somewhat critical. We feel the Certificate Booklets should be mailed now. Our vendor is ready to mail them and due to the length of time that has elapsed since the new plan was put into place the Booklets need to be mailed immediately without any further delays. If USAir decides that the plan is subject to ERISA, then Summary Plan Descriptions can be supplied at a later date.

Please call me to discuss this in more detail.

Sincerely,



Larry Leibson
Group Account Executive

cc: Ken Bowen



Fortis Benefits

To the Claimant:

As you will note from the attached letter, we have found it necessary to deny all or a portion of your claim for benefits under the policy. Please refer to the contents of the letter for the specific reason(s) for the denial as well as the extent of the denial. We regret that we were unable to reach a more favorable decision on your behalf, but hope that you can understand that our claim decisions must conform to the requirements of the group policy.

The procedure set forth below is a general statement of the Group Claim Denial Review Procedure which may be used by any claimant who desires a formal review of a claim denial. If you wish a formal review of the claim denial and have any questions regarding the procedure, please contact the Plan Administrator mentioned below (normally, the person to whom you submitted your claim initially), or, of course, you may contact us directly.

Fortis Benefits Insurance Company Group Claim Denial Review Procedure

The claimant is entitled to a full and fair review of the denial of claim, which may be obtained by making a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure for such review is as follows:

1. The request for review must be in writing and made within 60 days of receipt of written notice of denial.
2. The claimant may review pertinent documents and submit issues and comments in writing.
3. The Plan Administrator will forward the request for review to Fortis Benefits Insurance Company.
4. Fortis Benefits Insurance Company will make a decision upon review within 60 days after its receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the time limit shall not be later than 120 days after such receipt. The decision on review will be in writing, will include the specific reasons for the decision, and specific references to the pertinent plan provisions on which the decision is based, and will be furnished to the Plan Administrator or the appropriate named fiduciary, if other than the Plan Administrator, for delivery to the claimant.

Special Notice to Illinois Residents

RULE 9.19 OF THE RULES AND REGULATIONS OF THE ILLINOIS DEPARTMENT OF INSURANCE REQUIRES THAT OUR COMPANY ADVISE YOU THAT IF YOU WISH TO TAKE THIS MATTER UP WITH THE ILLINOIS DEPARTMENT OF INSURANCE, IT MAINTAINS A CONSUMER DIVISION IN CHICAGO AT 100 WEST RANDOLPH STREET, SUITE 15-100, CHICAGO, IL 60606, AND IN SPRINGFIELD AT 320 WEST WASHINGTON STREET, SPRINGFIELD, IL 62767.

Note: This document is completely "VOID" of any
"STATEMENT OF ERISA Rights" to The Participants.
∴ VOID of "ERISA" Application of Rules & Provisions
to The Participants.

KC4875 (5/92)

JOYCE L ACKERMAN
556 SHADOWLAWN AVE
DAYTON OH 45419

Employee Number: [REDACTED]

Social Security Number: [REDACTED]

Called June 14.95
\$16.04 / 90 Day / 60

The annual enrollment period for coverage under the Long-Term Disability Plan provided by Fortis Benefits Insurance Company is June 5 through June 30, 1995. Long-Term Disability (LTD) insurance provides you with tax-free replacement income if you are unable to work due to a covered disability that results from injury, illness, or pregnancy. Details about the plan and the enrollment process are included in the enclosed booklet. Costs for the employee-funded voluntary plan are based on your age and the options that you select. The approximate contributions per pay period for an employee of your age are listed below.

To enroll for or to change your LTD coverage, you should call the USAirLine at (800) 872-4780 between June 5 and June 30, 1995. The automated enrollment system is available 24 hours-a-day, beginning at 8 a.m. on June 5. You must enroll between these dates - no new enrollments or increases in coverage will be accepted past June 30, 1995.

If you already carry LTD coverage and do not wish to make any changes to your coverage, you do not need to participate in this enrollment. Your coverage will continue without change.

Any coverage elections made during this enrollment will become effective August 1, 1995, provided you are an active employee at that time.

If you have any questions about the LTD plan, or your options under it, please call Fortis Benefits - the plan administrator - at (800) 776-6808.

Your current coverage under the LTD Plan:

You have elected a 180-day Qualifying Period and have insured 30 percent of your regular earnings.

Your estimated contributions per pay period for LTD coverage

Rates based on your age as of August 1, 1995: 33 years; and on your pay rate as of April 30, 1995

Percentage of Replacement Income	Qualifying Periods	
	90-Day	180-Day
60% of Regular Earnings	\$ 16.04 ✓	\$ 10.62
50% of Regular Earnings	\$ 13.37 ✓	\$ 8.85
40% of Regular Earnings	\$ 10.70 ✓	\$ 7.09
30% of Regular Earnings	\$ 8.02	\$ 5.31

The Long-Term Disability Plan provided by Fortis Benefits Insurance Company is available only to full-time USAir ground personnel. Part-time employees, pilots, flight attendants, and participants of the management incentive plan are not eligible to participate. Only employees who are eligible for coverage should participate in this enrollment.

NOTE: → The cost of this mailing was paid by Fortis Benefits Insurance Company.

U-S AIRWAYS

February 17, 1998

Joyce Ackerman
556 Shadowlawn Ave
Dayton, OH 45419

Dear Mrs. Ackerman:

I am responding to your February 13, 1998 letter requesting information regarding enrollment in the Long Term Disability (LTD) Product sponsored by Fortis Benefits Insurance Company.

Your enrollment in LTD began August 1, 1989 with an elected benefit of \$500.00 per month and a 180 day waiting period. During your enrollment, you made changes in your percentages and waiting periods as follows:

August 1, 1993	180 days	30%
August 1, 1995	90 days	60%

US Airways ~~does not~~ consider this voluntary program as one of its' ERISA Plans. The program, sponsored by Fortis Benefits Insurance Company, was a voluntary LTD insurance program for which employees were eligible to enroll and pay premiums through the convenience of payroll deduction. Any legal proceeding in regards to this insurance is dictated by the insurance company. This LTD program was a fully insured product. The offering of LTD insurance through Fortis Benefits ended July 31, 1996, therefore, enrollment also ended on that date.

Mrs. Ackerman, I hope this letter addresses your concerns. If you require information regarding your US Airways benefit plan, please call the Human Resources National Service Center at 800-872-4780.

Sincerely,


Dee Allen
Specialist Health/Welfare

Exhibit B

Michael J. Newman
513-977-8646
michael.newman@dinslaw.com

Admitted in Ohio

June 9, 2004

The Honorable Walter H. Rice
United States District Judge
Southern District of Ohio
Federal Building, Room 909
200 West Second Street
Dayton, OH 45402

Re: Ackerman v. Fortis, Inc.
Civil Action No. C-3-00-277

Dear Judge Rice:


Michael Hawkins and I are local counsel for defendants in the above-referenced matter, for which the plaintiffs now proceed *pro se*.

I have spoken with Mr. Ackerman, and we both agree that a settlement conference with the Court would be appropriate at this time. Accordingly, both sides to this case jointly and respectfully request that the Court schedule a settlement conference at its convenience, and preferably in July or August.

Judge, if you elect not to hold the settlement conference yourself, because you might ultimately hear the merits of the case, both parties would further jointly and respectfully request that the settlement conference be held before Magistrate Judge Merz.

Thank you for your attention to this matter. I hope this finds you well.

Sincerely,



Michael J. Newman

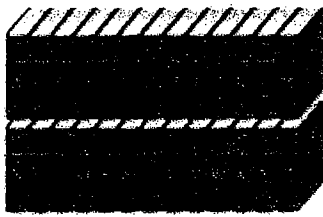
MJN/kls

cc: Michael W. Hawkins, Esq.
Angela Edwards, Esq.
Greg, Joyce & Jack Ackerman

here is -
Fresh Zone
Products Inc.

Charleston WV • Cincinnati OH • Columbus OH • Covington KY
Dayton OH • Lexington KY • Louisville KY • Nashville TN • Pittsburgh PA

Exhibit C



Law about...

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LII

legal information institute

insurance law: an overview

In the absence of insurance, three possible individuals bear the burden of an economic loss; the individual suffering the loss; the individual causing the loss via negligence or unlawful conduct; or lastly, a particular party who has been allocated the burden by the legislature, such as employers under Workmen's Compensation statutes.

While types of insurance vary widely, their primary goal is to allocate the risks of a loss from the individual to a great number of people. Each individual pays a "premium" into a pool, from which losses are paid out. Regardless of whether the particular individual suffers the loss or not the premium is not returnable. Thus, when a building burns down, the loss is spread to the people contributing to the pool. In general, insurance companies are the safekeepers of the premiums. Because of its importance in maintaining economic stability, the government and the courts use a heavy hand in ensuring these companies are regulated and fair to the consumer.

Up until 1944, insurance was not considered "commerce" and not subject to federal regulation. But in *United States v. South-Eastern Underwriters Association*, the Supreme Court held that Congress could regulate insurance transactions that were truly interstate. Congress then enacted the McCarran-Ferguson Act (15 USCS § § 1011) which provided that the laws of the several states should control the insurance business, but that the Sherman Act, the Clayton Act, and the Federal Trade Commission Act were applicable to the insurance business to the extent that it was unregulated by state law.

The McCarran-Ferguson Act, broadly speaking, gives states the power to regulate the insurance industry. While state insurance statutes override most federal laws, some portions of federal law (like federal tax laws) are always commanding. Therefore, when researching whether a particular law governs, a good rule of thumb is to ask whether the inquiry is related to the "business of insurance" (where state law governs), or whether it is related to peripherals of the industry (labor, tax, securities - where federal law governs).

menu of sources

Federal Material

Federal Statutes

- U.S. Code:
 - [McCarran-Ferguson Act Recognizing State Regulation of Insurance - 15 U.S.C., Chapter 20](#)
 - [Liability Risk Retention - 15 U.S.C., Chapter 65](#)
 - [Crop Insurance - 7 U.S.C., Chapter 36](#)
 - [Flood Insurance - 42 U.S.C., Chapter 50](#)
 - [Federal Employee Life Insurance - 5 U.S.C., Chapter 87](#)
 - [Federal Employee Health Insurance - 5 U.S.C., Chapter 89](#)

Federal Judicial Decisions

- U.S. Supreme Court:
 - [United States v. South-Eastern Underwriters Assoc., 322 U.S. 533 \(1944\)](#)
 - [Recent Insurance Cases](#)
- U.S. Circuit Courts of Appeals: [Recent Decisions on Insurance](#)

State Material

State Statutes

- [State Statutes on Insurance](#)

Judicial Decisions

Exhibit D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

FILED

FEB 28 2008

JAMES BONINI, Clerk
DAYTON, OHIO

JOYCE L. ACKERMAN, et al., (00cv 277)
GREG T. ACKERMAN, et al., (04cv 033)
Plaintiff(s)

* CIVIL ACTION

* (JURY DEMAND)

* CASE NO. C-3-00cv277

* CASE NO. C-3-04cv033

v.

*
DISTRICT JUDGE
* WALTER H. RICE

FORTIS BENEFITS INSURANCE CO.
(aka ~ ASSURANT, INC.)
Defendant(s)

* CHIEF MAGISTRATE JUDGE
* MICHAEL R. MERZ

PRECEDENCE: PLAINTIFF(S) PAYMENT OF \$1000.00 SANCTIONED FINE

***** CLAIM OF UNCONSTITUTIONALITY *****

In good faith and respectfulness to the District Court, so as to protect and preserve State and Federal Constitutional law, please find the Plaintiff(s) payment of \$1000.00 fine as sanctioned by Magistrate Judge Michael Merz on February 18, 2008, and previously concurred by Judge Walter Rice, pursuant to the Plaintiff(s) due process of serviceable law.

In the alternative, may the District Court please review de novo and denounce any application of ERISA rules / provisions to the cases listed herein, thus refunding the Plaintiff(s) monies as proper remedies, while protecting their due process of serviceable law.

Joyce L. Ackerman
Joyce L. Ackerman, Plaintiff (Disabled)

Greg T. Ackerman
Greg T. Ackerman, Plaintiff
556 Shadowlawn Ave
Dayton, Ohio 45419
(937) 293-4267
Pro Se for All Plaintiff(s)

Copy of Certified Check enclosed

No. 3:00-CV-277

No. 3:04-CV-033

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

JOYCE ACKERMAN, et al. (PLAINTIFF(S))
FRESH ZONE PRODUCTS, INC, (PLAINTIFF)

v.

FORTIS BENEFITS INSURANCE CO. (aka ~ Assurant, Inc.)
(DEFENDANT(S))
FORTIS, INCORPORATED, et al. (ASSURANT, INC.)

PROOF OF SERVICE

I/We, Greg T. Ackerman / Joyce L. Ackerman, do swear or declare that on this date, 2/29/08, I/ We have served the enclosed "Payment of Sanctioned Fine" to each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

Defendant(s) ~ Counsel

Michael J. Newman
Michael W. Hawkins
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
513-977-8646

Patrick W. Michael
Angela Logan Edwards
Woodward, Hobson & Fulton, LLP
2500 National City Tower
Louisville, Kentucky 40202
502-581-8000

I declare under penalty of perjury that the forgoing is true and correct.

Executed on February 29, 2008

Joyce L. Ackerman

Joyce L. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
Plaintiff (Pro Se)

Greg T. Ackerman

Greg T. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
(Pro Se Representative for All Plaintiff(s))

PURPOSE/REMITTER: GREG AND JOYCE ACKERMAN



OFFICIAL CHECK

No. 519394310

93-541
920

DATE: FEBRUARY 29, 2008

PAY ONE THOUSAND DOLLARS AND 00 CENTS

CUSTOMER COPY
\$ 1,000.00
TO THE ORDER OF: UNITED STATES DISTRICT COURTS SW OHIO

Location: 2514818

Issued By: MoneyGram Payment Systems, Inc. P.O. Box 9476, Minneapolis, MN 55480

NON NEGOTIABLE

AUTHORIZED SIGNATURE

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICROPRINTED BORDER. IN THE ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

93-541
920

usbank
Five Star Service Guaranteed

OFFICIAL CHECK

No. 519394310

DATE: FEBRUARY 29, 2008

PAY ONE THOUSAND DOLLARS AND 00 CENTS

\$ 1,000.00

TO THE ORDER OF: UNITED STATES DISTRICT COURTS SW OHIO

PURPOSE/REMITTER: GREG AND JOYCE ACKERMAN

Location: 2514818

Issued By: MoneyGram Payment Systems, Inc. P.O. Box 9476, Minneapolis, MN 55480

AUTHORIZED SIGNATURE

⑈0519394310⑈ ⑈09200541⑈ ⑈0160010698282⑈

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

FILED

FEB 29 2008

JAMES BONINI, Clerk
DAYTON, OHIO

JOYCE L. ACKERMAN, et al., (00cv 277)
GREG T. ACKERMAN, et al., (04cv 033)
Plaintiff(s)

* CIVIL ACTION

* (JURY DEMAND)

* CASE NO. C-3-00cv277
* CASE NO. C-3-04cv033

v.

* DISTRICT JUDGE
* WALTER H. RICE

FORTIS BENEFITS INSURANCE CO.
(aka ~ ASSURANT, INC.)
Defendant(s)

* CHIEF MAGISTRATE JUDGE
* MICHAEL R. MERZ

PRECEDENCE: PLAINTIFF(S) MOTION FOR LEAVE
***** CLAIM OF UNCONSTITUTIONALITY *****

In good faith and respectfulness to the District Court, so as to protect and preserve
State and Federal Constitutional law, please find the Plaintiff(s) motion for Leave to
pursue "Relief of Judgment(s)" and "Fraud on the Court" pursuant to **Fed. R. Civ. P.**
60(a)(d).

See: Fed. R. Civ. P.) 60(a)(d); (Relief from Judgment or Order)

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.

The court may correct a clerical mistake or a mistake arising from oversight or omission
whenever one is found in a judgment, order, or other part of the record. The court may do
so on motion or on its own, with or without notice. But after an appeal has been docketed
in the appellate court and while it is pending, such a mistake may be corrected only with
the appellate court's leave.

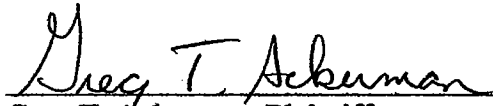
(d) Other Powers to Grant Relief.

This rule does not limit a court's power to:

- (1) entertain an independent action to relieve a party from a judgment, order, or proceeding;
- (3) set aside a judgment for fraud on the court

May the District Court please review de novo and denounce any application of ERISA rules / provisions to the cases listed herein, and prevent any aid to the enemies of the United States Constitution, and States (Ohio) Constitutions.


Joyce L. Ackerman, Plaintiff (Disabled)


Greg T. Ackerman, Plaintiff
556 Shadowlawn Ave
Dayton, Ohio 45419
(937) 293-4267
Pro Se for All Plaintiff(s)

No. 3:00-CV-277

No. 3:04-CV-033

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

JOYCE ACKERMAN, et al. (PLAINTIFF(S))
FRESH ZONE PRODUCTS, INC, (PLAINTIFF)

v.

FORTIS BENEFITS INSURANCE CO. (aka ~ Assurant, Inc.)
(DEFENDANT(S))
FORTIS, INCORPORATED, et al. (ASSURANT, INC.)

PROOF OF SERVICE

I/We, Greg T. Ackerman / Joyce L. Ackerman, do swear or declare that on this date, 2/29/08, I/ We have served the enclosed "Motion for Leave" to each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

Defendant(s) ~ Counsel

Michael J. Newman
Michael W. Hawkins
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
513-977-8646

Patrick W. Michael
Angela Logan Edwards
Woodward, Hobson & Fulton, LLP
2500 National City Tower
Louisville, Kentucky 40202
502-581-8000

I declare under penalty of perjury that the forgoing is true and correct.

Executed on February 29, 2008

Joyce L. Ackerman

Joyce L. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
Plaintiff (Pro Se)

Greg T. Ackerman

Greg T. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
(Pro Se Representative for All Plaintiff(s))

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

FILED

FEB 29 2008

JAMES BONINI, Clerk
DAYTON, OHIO

JOYCE L. ACKERMAN, et al., (00cv 277)
GREG T. ACKERMAN, et al., (04cv 033)
Plaintiff(s)

* CIVIL ACTION

* (JURY DEMAND)

* CASE NO. C-3-00cv277

* CASE NO. C-3-04cv033

v.

* DISTRICT JUDGE
* WALTER H. RICE

FORTIS BENEFITS INSURANCE CO.
(aka ~ ASSURANT, INC.)
Defendant(s)

* CHIEF MAGISTRATE JUDGE
* MICHAEL R. MERZ

**PRECEDENCE: PLAINTIFF(S) RESPONSE AND MOTION FOR RELIEF OF
JUDGMENTS PER FRAUD ON THE COURT**

***** CLAIM OF UNCONSTITUTIONALITY *****

In good faith and respectfulness to the District Court, so as to protect and preserve
State and Federal Constitutional law, please find the Plaintiff(s) response and motion to
the District Court per the letter from Magistrate Judge Merz, dated February 18, 2008,
while applicable to Case No.'s C-3-00-cv-277 and C-3-04-033. (*See: Exhibit A*)

Response to Case No.'s C-3-00-cv-277; Doc.123, and C-3-04-033; Doc.69;

1) In addressing the previous District Court Magistrate Judges "Report and
Recommendation" (R&R) filed on 12/13/07; case No. 277 @ Doc. 114 & case No. 033
@ Doc. 60, and parallel Supplemental (R&R) filed on 01/08/08; case No. 277 @ Doc.

117 & case No. 033 @ Doc. 63, the Plaintiff(s) serviced their "Objections and Precedence" papers accordingly. These timely submitted papers were "serviced" to the Court on the "due" date as "ordered" by the District Court, as visualized entries on the docket sheets of each case, and as generally prescribed by the Fed. R. Civ. P.

5(a)(1)(A), (b)(2)(C), and (e)(2)(A). In equity to all parties, the distance from the Courthouse should be irrelevant, and service can be verified upon an applicable mailing or delivery service, with a date mark representing a completion of service as prescribed by the Federal Rules of Civil Procedure.

In the most applicable terms, "filing", Fed. R. Civ. P. 5(e)(1)(2)(A) prescribes (1) Required Filing(s); Any paper after the complaint that is required to be served - together with a certificate of service - must be filed within a reasonable time after service. (2) A paper is filed by delivering it: (A) to the clerk. Therefore, filing of the papers following "timely" service is applicable to the duties of the Clerk of Court, not the parties involved, again as prescribed by the Federal Rules of Civil Procedure. similar applications to Supreme Court of the United States of the Plaintiff(s) papers have been previously accepted in this manner.

The Clerk's last known address - "in which service is complete upon mailing", of which the Plaintiff(s) papers were timely mailed to was:

The Clerk of Courts
United States District Court / Federal Building
Southern District of Ohio, Western Division
200 West Second Street
Dayton, Ohio 45402

(See: Exhibit B) United States Post Office records

See: Fed. R. Civ. P. 5(a)(1)(A),(b)(2)(C),(e)(1)(2)(A);

Rule 5. Service and Filing of Pleadings and Other Papers

(a) Service: When Required.

(1) In General.

Unless these rules provide otherwise, each of the following papers must be served on every party:

(A) an order stating that service is required;

(b) Service: How Made.

(2) Service in General.

A paper is served under this rule by:

(C) mailing it to the person's last known address — in which event service is complete upon mailing

e) Filing

(1) Required Filings; Certificate of Service.

Any paper after the complaint that is required to be served — together with a certificate of service — must be filed within a reasonable time after service.

(2) How Filing Is Made — In General.

A paper is filed by delivering it:

(A) to the clerk;

2) In addition, the Plaintiff(s) previous letter dated 02/11/08 to the District Court, notifies the Court that Joyce Ackerman (named Plaintiff herein) "medical condition (breast cancer), and the side effects of chemotherapy have limited the availability of the Plaintiff". In particular the side affect of chemotherapy along with her disability (fibomyalgia and chronic fatigue compounded by sever migraine headaches) typically does not allow to her properly read, make changes and sign the submitted papers until she is cognitively available. Therefore, the Plaintiff(s) papers could not be delivered to the District Courthouse of which was then closed at 4:00 pm. The District Court failed to address this concern, and the Plaintiff(s) again ask the District Court for empathy on these matters in addition to the above reference No. (1) and (2), when applicable.

(See: Exhibit C) Medical Statement

MEMORANDUM IN SUPPORT OF CLAIM OF UNCONSTITUTIONALITY

1) The Plaintiff(s) have not objected to the rules of law that would remove these cases to the federal venue pursuant to 28 U.S. C. § 1332 (Diversity of citizenship; amount in controversy; cost), and 28 U.S. C. § 1441; (Actions removable generally), with remand of predominate State law claims, on the following grounds:

A) The matter of controversy exceeds the sum or value of \$75,000, exclusive of interest and cost,

B) The matter of controversy is between citizens of different States.

See specifically: 28 U.S. C. § 1332 (a)(c); Diversity of citizenship; amount in controversy; cost

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—

- (1) citizens of different States;
- (2) citizens of a State and citizens or subjects of a foreign state;
- (3) citizens of different States and in which citizens or subjects of a foreign state are additional parties; and
- (4) a foreign state, defined in section 1603 (a) of this title, as plaintiff and citizens of a State or of different States.

For the purposes of this section, section 1335, and section 1441, an alien admitted to the United States for permanent residence shall be deemed a citizen of the State in which such alien is domiciled.

(c) For the purposes of this section and section 1441 of this title—

- (1) a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business, except that in any direct action against the insurer of a policy or contract of liability insurance, whether incorporated or unincorporated, to which action the insured is not joined as a party-defendant, such insurer shall be deemed a citizen of the State of which the insured is a citizen, as well as of any State by which the insurer has been incorporated and of the State where it has its principal place of business;

See: 28 U.S. C. § 1441; Actions removable generally

(a) Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending. For purposes of removal under this chapter, the citizenship of defendants sued under fictitious names shall be disregarded.

(b) Any civil action of which the district courts have original jurisdiction founded on a claim or right arising under the Constitution, treaties or laws of the United States shall be removable without regard to the citizenship or residence of the parties. Any other such action shall be removable only if none of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought.

(c) Whenever a separate and independent claim or cause of action within the jurisdiction conferred by section 1331 of this title is joined with one or more otherwise non-removable claims or causes of action, the entire case may be removed and the district court may determine all issues therein, or, in its discretion, may remand all matters in which State law predominates.

(d) Any civil action brought in a State court against a foreign state as defined in section 1603 (a) of this title may be removed by the foreign state to the district court of the United States for the district and division embracing the place where such action is pending. Upon removal the action shall be tried by the court without jury. Where removal

5

is based upon this subsection, the time limitations of section 1446 (b) of this chapter may be enlarged at any time for cause shown.

(e)

(1) Notwithstanding the provisions of subsection (b) of this section, a defendant in a civil action in a State court may remove the action to the district court of the United States for the district and division embracing the place where the action is pending if—

(A) the action could have been brought in a United States district court under section 1369 of this title; or

(B) the defendant is a party to an action which is or could have been brought, in whole or in part, under section 1369 in a United States district court and arises from the same accident as the action in State court, even if the action to be removed could not have been brought in a district court as an original matter.

The removal of an action under this subsection shall be made in accordance with section 1446 of this title, except that a notice of removal may also be filed before trial of the action in State court within 30 days after the date on which the defendant first becomes a party to an action under section 1369 in a United States district court that arises from the same accident as the action in State court, or at a later time with leave of the district court.

5

(2) Whenever an action is removed under this subsection and the district court to which it is removed or transferred under section 1407 (j) has made a liability determination requiring further proceedings as to damages, the district court shall remand the action to the State court from which it had been removed for the determination of damages, unless the court finds that, for the convenience of parties and witnesses and in the interest of justice, the action should be retained for the determination of damages.

(3) Any remand under paragraph (2) shall not be effective until 60 days after the district court has issued an order determining liability and has certified its intention to remand the removed action for the determination of damages. An appeal with respect to the liability determination of the district court may be taken during that 60-day period to the court of appeals with appellate jurisdiction over the district court. In the event a party files such an appeal, the remand shall not be effective until the appeal has been finally disposed of. Once the remand has become effective, the liability determination shall not be subject to further review by appeal or otherwise.

(4) Any decision under this subsection concerning remand for the determination of damages shall not be reviewable by appeal or otherwise.

(5) An action removed under this subsection shall be deemed to be an action under section 1369 and an action in which jurisdiction is based on section 1369 of this title for purposes of this section and sections 1407, 1697, and 1785 of this title.

(6) Nothing in this subsection shall restrict the authority of the district court to transfer or dismiss an action on the ground of inconvenient forum.

(f) The court to which a civil action is removed under this section is not precluded from hearing and determining any claim in such civil action because the State court from which such civil action is removed did not have jurisdiction over that claim.

2) With precedence and a preponderance of evidence, the Plaintiff(s) object to the Defendants(s) "willful and corrupt" egregious actions of "fraud on the Court" in these judicial proceedings, pursuant to U.S.C. 18 § 1623; (False declarations before grand jury or court), 28 U.S.C. § 1746 (Unsworn declarations under penalty of perjury), and 18 U.S.C. § 1621; (Perjury generally), via a federal claim of the "Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA")

A) Again to remind the District Court, the Plaintiff(s) declared "fraud on the Court", and seek "relief from judgment pursuant to Fed. R. Civ. P. 60 (d)(1)(3), as the Defendant(s) have "falsely" presented a federal claim of the "Employee Retirement

Income Security Act of 1974, 29 U.S.C. § 1001 et seq. (ERISA), of which does not carry the “first ink drop of “ERISA” operational facts to the beneficiary participant” (whom paid 100% of the “voluntary” long term disability plan, and had no previous cognitive knowledge of ERISA; while being completely void of any “Statement of ERISA Rights” indicating which department of Labor office to contact for information and assistance), so as to initiate a federal question for review of ERISA rules and provisions (including any safe harbor criteria), to the State and Federal venues upon these cases listed herein.

(See: Exhibit D) (False Claim of ERISA ~ Removal Notice: Doc 1 @ No. 4; 00:277 & Doc 1 @ No. 5; 04:033).

(See: Exhibit E) ~ Fortis Benefits Correspondence letter (1995); “Fortis Benefits’ position on whether or not a plan is subject to ERISA only come in to play when new are involved in litigation”. Therefore leaving this particular plan participants “blind” (for many years forward) to any rules and provision of ERISA, where a “legally binding plan” is completely “void” ERISA provisions, notifications, controlling terms, language text, and most profound “Statement of ERISA Rights” to the plan “Master copy” Beneficiary Booklets, Plan Administrator marketing material, and administrator denial of Benefits letters.

(See: Exhibit F) ~ Federally required “Statement of ERISA Rights”

(See: Exhibit G) ~ Fortis Benefits corresponding denial of benefits letter, completely “void” of any provisions and “Statement of ERISA Rights” to the plan participants.

(See: Exhibit H) ~ Policyholders (US Airways) refute to this voluntary program as one of its ERISA Plans.

(See: Exhibit I) ~ Annual enrollment period for coverage under the Long Term Disability Plan provided by Fortis Benefits Insurance Company. Note: Fortis Benefits - the plan administrator.

B) Fortis Benefits - the Plan administrator is responsible for ERISA disclosure to the Policyholder and Beneficiaries. [In response to Ms. Getting's appeal, Fortis contends it is the duty of the plan administrator or sponsor to prepare and provide the "summary plan description" to its participants.] *See: Debra S. Getting v. Fortis Benefits Insurance Company, No. 00-3278 United States Court of Appeals for the Tenth Circuit, 5 Fed. Appx. 835.* The Plaintiff(s) have never received a "summary plan description" or ERISA disclosure of the most profound Statement of ERISA Rights: Emphasis Added.

Notification: May the District Court please also be reminded that the Federal Bureau of Investigations FBI has made parallel findings of "fraud possibly", in open court on July 18, 2007 @ page No. 5 , Line 5, of which would make this court aware of an infringement of the Plaintiff(s) substantial rights *(See: Exhibit J)*

C) In the wisdom of this court to protect the substantial rights of the Plaintiff(s), **the Plaintiff(s) seek relief of Judgment(s)** pursuant to the application of the District Court's original subject matter jurisdiction; 28 U.S.C § 1331; Federal Question, so as to exercise the protection of the Plaintiff(s) substantial rights, Fed. R. Civ. P. 60 (d) Other Powers to Grant Relief (1) and (3).

See: 28 U.S.C § 1331; Federal Question

The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States,

and carried along with by the Courts.,

Fed. R. Civ. P. 60 (d) Other Powers to Grant Relief (1) and (3)

This rule does not limit a court's power to:

- (1) entertain an independent action to relieve a party from a judgment, order, or proceeding;
- (3) set aside a judgment for fraud on the court.

the Plaintiff(s) "Motion for Relief from Judgment" / Fraud on the Court / Claim of Unconstitutionality" (hand delivered to the above reference judges on February 11, 2008 for approval). should very well protect the substantial legal rights of the Plaintiff(s) state law claims and jury demand.

And subject to the federal prosecutor, applicable grand jury or runaway grand jury,

U.S.C. 18 § 1623; Perjury generally.

Whoever—

- (1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or
 - (2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true;
- is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both. This section is applicable whether the statement or subscription is made within or without the United States.

And consistent to,

U.S.C. 18 § 1623; False declarations before a grand jury or court

(a) Whoever under oath (or in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information, including any book, paper, document, record, recording, or other material, knowing the same to contain any false material declaration, shall be fined under this title or imprisoned not more than five years, or both.

(b) This section is applicable whether the conduct occurred within or without the United States.

(c) An indictment or information for violation of this section alleging that, in any proceedings before or ancillary to any court or grand jury of the United States, the defendant under oath has knowingly made two or more declarations, which are inconsistent to the degree that one of them is necessarily false, need not specify which declaration is false if—

(1) each declaration was material to the point in question, and

(2) each declaration was made within the period of the statute of limitations for the offense charged under this section.

In any prosecution under this section, the falsity of a declaration set forth in the indictment or information shall be established sufficient for conviction by proof that the defendant while under oath made irreconcilably contradictory declarations material to the point in question in any proceeding before or ancillary to any court or grand jury. It shall be a defense to an indictment or information made pursuant to the first sentence of this subsection that the defendant at the time he made each declaration believed the declaration was true.

(d) Where, in the same continuous court or grand jury proceeding in which a declaration is made, the person making the declaration admits such declaration to be false, such admission shall bar prosecution under this section if, at the time the admission is made, the declaration has not substantially affected the proceeding, or it has not become manifest that such falsity has been or will be exposed.

(e) Proof beyond a reasonable doubt under this section is sufficient for conviction. It shall not be necessary that such proof be made by any particular number of witnesses or by documentary or other type of evidence.

and in addition,

28 U.S.C. § 1746; Unsworn declarations under penalty of perjury;

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1) If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)".

(2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)".

Conclusion and Motion to the District Court:

Again in good faith and respectfully, with emphasis added to protect and preserve the integrity of the Courts, the Plaintiff(s) substantial rights to their State law claims with a jury demand, while protecting and preserving the Constitutional laws of the United States of America, and its recognized State(s), the Plaintiff(s) present the following conclusions to the Court.

The Plaintiff(s) have presented a preponderance of documented evidence to the Courts: a Master copy of Long Term Disability Contract (LTD), Beneficiary Booklet, Defendant(s) denial of benefits letters, and Defendants Marketing materials, all of which are completely "void" of any ERISA provisions, notifications, language text, controlling terms, and the most profound "Statement of ERISA Rights" to the Plaintiff(s) prior to litigation. (See again: Doc No. 1 of both cases at issue herein, and may the court please review de novo and denounce any application of ERISA rules / provisions on both accounts) or specifically again, see Exhibit G ~ denial of benefits letter completely void of any and all "Statement of ERISA Rights")

Fortis Benefits Insurance Company (aka Assurant Inc.) states in a correspondence letter, 'Fortis Benefits position on whether or not a plan is subject to ERISA only comes into play when we are involved in litigation'. The Defendant(s) actions are in appropriate and costly to the adjudication process, the Plaintiff(s) well being and the American tax

payers. Therefore the Courts can only finally determined the Defendant(s) action as "fraud on the court" in its final conclusion of fact and law, so as to protect the substantial rights of the American citizens. (See again Exhibits E and F)

Pursuant to Federal Rules of Civil Procedure (Fed. R. Civ. P.), Rule 72(b)(3); (Magistrate Judges: Pretrial Order; Resolving Objections ~ de novo), Fed. R. Civ. P. 5(a)(1)(A),(b)(2)(C),(e)(1)(2)(A); (Service and Filing of Pleadings and Other Papers), Fed. R. Civ. P.) 60(a)(b)(d); (Relief from Judgment or Order), 28 U.S.C. § 1651, (Writs) to the Supreme Court of the United States in order to eliminate any intermediate appeals; 15 U.S.C. Chapter 20; (Regulation of Insurance), and Fed. R. Civ. P. 38 (Jury Trial of Right), the Plaintiff motion the District Court to reconsider its "Report and Recommendations" and denounce all applications of ERISA rules and provisions to these cases herein, and thus "remand" the Plaintiff(s) original State law claims for Constitutional protection.

See: Fed. R. Civ. P. Rule 72(b)(3); Resolving Objections.

The district judge must determine de novo any part of the magistrate judge's disposition that has been properly objected to. The district judge may accept, reject, or modify the recommended disposition; receive further evidence; or return the matter to the magistrate judge with instructions

See: Fed. R. Civ. P.) 60(a)(d); (Relief from Judgment or Order)

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.

The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(d) Other Powers to Grant Relief.

This rule does not limit a court's power to:

- (1) entertain an independent action to relieve a party from a judgment, order, or proceeding;
- (3) set aside a judgment for fraud on the court

See: 28 U.S.C. § 1651, (Writs);

(a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.

(b) An alternative writ or rule nisi may be issued by a justice or judge of a court which has jurisdiction.

See: Fed. R. Civ. P. 38; Right to a Jury Trial; Demand

(a) Right Preserved.

The right of trial by jury as declared by the Seventh Amendment to the Constitution — or as provided by a federal statute — is preserved to the parties inviolate.

See: 15 U.S.C. Chapter 20 § 1011; Declaration of policy

Congress hereby declares that the continued regulation and taxation by the several States of the business of insurance is in the public interest, and that silence on the part of the Congress shall not be construed to impose any barrier to the regulation or taxation of such business by the several States.

And

See: 15 U.S.C. Chapter 20 § 1011; Regulation by State law; Federal law relating specifically to insurance; applicability of certain Federal laws after June 30, 1948

(a) State regulation

The business of insurance, and every person engaged therein, shall be subject to the laws of the several States which relate to the regulation or taxation of such business.

(b) Federal regulation

No Act of Congress shall be construed to invalidate, impair, or supersede any law enacted by any State for the purpose of regulating the business of insurance, or which imposes a fee or tax upon such business, unless such Act specifically relates to the business of insurance: Provided, That after June 30, 1948, the Act of July 2, 1890, as amended, known as the Sherman Act, and the Act of October 15, 1914, as amended, known as the Clayton Act, and the Act of September 26, 1914, known as the Federal Trade Commission Act, as amended [15 U.S.C. 41 et seq.], shall be applicable to the business of insurance to the extent that such business is not regulated by State Law.

In the alternative if the District Court is not competent, and requires further adjudication and cost, the Plaintiff(s) ask the District Court to exercise the Plaintiff(s) significant notification letter from The White House / President George W. Bush, requesting an inquiry to these critical issues, and therefore summon the Department of Labor for an "expertise" review of the merits of fact and law to these cases where, so as to protect the Constitutional Rights of the Plaintiff(s). May the Court please also note letters from the Federal trade Commission and Department of Labor. (*See: Exhibit K*)

The Plaintiff(s) also motion the District Court to dissolve all previous sanctions against them listed in the docket sheets of these cases (return the \$1000.00 fine to the Plaintiff(s)), and secure all proper remedies in order to preserve the State law claims with jury demand, while protecting the legal rights of the Plaintiff(s), and all American citizens who seek due process of serviceable law with the Courts.

Please support our Troops and remember our Veterans when making your conclusions of law of facts with these cases listed herein.

Written notice of the filing of this "Response / Motion for Relief of Judgment(s) / Claim of Unconstitutionality" has been served upon the Defendant(s).

A true and accurate copy of this "Response / Motion for Relief of Judgment(s) / Claim of Unconstitutionality" has been filed with the Clerk of Courts, at the United States District Court of Southwestern Ohio.

With Great Respect for Life, Liberty and the pursuit of Happiness as American citizens, this "Response / Motion for Relief of Judgment(s) / Claim of Unconstitutionality" is respectfully submitted in corrective finality herein.

Joyce L. Ackerman
Joyce L. Ackerman, Plaintiff (Disabled)

Greg T. Ackerman
Greg T. Ackerman, Plaintiff
556 Shadowlawn Ave
Dayton, Ohio 45419
(937) 293-4267
Pro Se for All Plaintiff(s)

Footnote: Cases references: University of Dayton Law Library / www.law.cornell.edu /
Lexis Nexis (TM) Academic

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON**

JOYCE ACKERMAN, et al.,

Plaintiffs,

Case Nos. 3:00-cv-277
3:00-cv-033

-vs-

District Judge Walter Herbert Rice
Chief Magistrate Judge Michael R. Merz

FORTIS BENEFITS INSURANCE CO.,

Defendants.

**ORDER DENYING PERMISSION TO FILE AND SETTING DATE FOR COMPLIANCE WITH
COURT ORDER**

These cases are before the Court on Plaintiffs' letter to the Court dated February 11, 2008, seeking leave to file an attached document entitled Plaintiff(s) Motion for Relief from Judgments - Fraud on the Court. A copy of the proposed filing is attached for completeness of the record.

In the first portion of the proposed filing, Plaintiffs seek relief from the Magistrate Judge's Orders (Doc. Nos. 121 and 117), striking their Objections (Doc. Nos. 114, 121) to the Report and Recommendation and Supplemental Report and Recommendations (Doc. Nos. 114, 117) recommending that they be sanctioned under Fed. R. Civ. P. 11.

Plaintiffs argument is that their Objections (both sets) were timely because they were mailed on the respective due dates, January 3 and January 28, 2008. They cite Fed. R. Civ. P. 5(a)(1)(A), (b)(2)(C), and (e)(2)(A). It appears Plaintiffs have confused "service" and "filing." "Service" is the act of providing appropriate notice to the other parties in the case. "Filing" is what is done to place a document formally before the Court. Under Fed. R. Civ. P. 5(d)(2), filing is done by delivering a document to the Clerk. Under Fed. R. Civ. P. 5(b)(2)(C), "service" is complete upon mailing, but nothing in the Rules provides that "filing" is complete upon mailing; rather, the responsibility for delivering the document to the Clerk rests on the filing party. When a party entrusts a filing to the United States mails, the party bears the risk that it will not arrive in time.

Fed. R. Civ. P. 72(b)(2) requires that objections to a magistrate judge's reports and recommendations on a dispositive motion be served and filed within ten days after being served with the report. The docket reflects that the original Report was "served" on Plaintiffs by mail on December 13, 2007. Because the period allowed for objections is less than eleven days, intervening Saturdays, Sundays, and legal holidays are excluded from the calculation; because Plaintiffs were served by mail, they were entitled to thirteen days, rather than ten, within which to file. Under Fed. R. Civ. P. 6, one does not count the date from which the time runs, so the counted dates are December 14, 17, 18, 19, 20, 21, 24, 26, 27, 28, and 31 and January 2 and 3, for a total of thirteen, excluding Saturdays, Sundays, Christmas, and New Years Day. The ~~Objections were not delivered to the Clerk for filing until January 7, 2008.~~

} Rules

On the Supplemental Report and Recommendations, the docket shows mailing on January 8, 2008, so the counted days are January 9, 10, 11, 14, 15, 16, 17, 18, 22, 23, 24, 25, and 28 for a total of thirteen, excluding Saturdays, Sundays, and Martin Luther King, Jr.'s Birthday. The Objections were not delivered to the Clerk until January 30, 2008.

Plaintiffs' tendered filing shows that in both instances the Objections were mailed from the Main Dayton Post Office at 1111 East Fifth Street, Dayton, Ohio, late in the evening. Plaintiffs offer no explanation of why it was possible to get to the Main Post Office but not to the Court, which is approximately the same distance from their home as the Post Office.

?
can't
check

Most of Plaintiffs' tendered filing is an attempt "to breath [sic] life back into Plaintiff(s) state law claims. . . ." Upon examination, it is a reargument of the same points this Court and the Sixth Circuit have repeatedly rejected in these cases. If the Court permitted them to be filed, they would subject the Plaintiffs to repeated sanctions under Fed. R. Civ. P. 11.

Accordingly, Plaintiffs are denied permission to file the tendered document.

Plaintiffs have not yet paid the sanctions imposed on them by this Court and are ordered to do so by tendering the amount of the sanctions to the Clerk of this Court not later than February 29, 2008.

February 18, 2008.

s/ **Michael R. Merz**
Chief United States Magistrate Judge

Exhibit B

***** WELCOME TO *****

DAYTON HPO

1111 EAST 5TH STREET

DAYTON, OH 45401-8905

01/03/08 10:28PM

Transaction Number

USPS® #

49

382093-9550

1. Priority Mail® FR Env 5.25

Destination: 45402

Weight: 1 lb. 3.20 oz.

Total Cost: *DC* 5.25

Base Rate: *Count* 4.60

Label #:

0417 2748 7820 0604 0437

SERVICES

Delivery

Confirmation™ service .65

2. Priority Mail® FR Env 5.25

Destination: 45202

Weight: 0 lb. 10.50 oz.

Total Cost: *unknown* 5.25

Base Rate: 4.60

Label #:

0417 2748 7820 0604 0444

SERVICES

Delivery

Confirmation™ service .65

3. Priority Mail® FR Env 5.25

Destination: 40202

Weight: 0 lb. 10.50 oz.

Total Cost: *Michael Edwards* 5.25

Base Rate: 4.60

Label #:

0417 2748 7820 0604 0451

SERVICES

Delivery

Confirmation™ service .65

Subtotal 15.75

Total Charged 15.75

VISA 15.75

<23-901960252-99>

VISA

ACCT. NUMBER

TRANS #

AUTH

XXXX XXXX XXXX 4578

044

757731

To check on the delivery status of
your Delivery Confirmation™ article,
visit our Track & Confirm website at
www.usps.com, use this Automated
Postal Center™ (or any Automated
Postal Center™ at other Postal
locations) or call 1-800-222-1811.

Thanks.

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REFUNDS FOR GUARANTEED SERVICES ONLY.

[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 0417 2748 7820 0604 0437

Detailed Results:

- Delivered, January 07, 2008, 11:03 am, DAYTON, OH 45402
- Notice Left, January 05, 2008, 10:45 am, DAYTON, OH 45402
- Acceptance (APC), January 03, 2008, 10:27 pm, DAYTON, OH 45401

[< Back](#)[Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

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Get current event information or updates for your item sent to you or others by email.

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The United States Postal Service is an Equal Opportunity Employer.

***** WELCOME TO *****
DAYTON MPO
1111 EAST 5TH STREET
DAYTON, OH 45401-8905
01/28/08 11:02PM

Transaction Number 1
USPS® # 382093-9550

1. Priority Mail® FR Env 5.25
Destination: 40202
Weight: 0 lb. 6.00 oz.
Total Cost: *micks* 5.25
Base Rate: *Edusk* 4.60
Label #:
0417 2748 7820 0604 2332

SERVICES

Delivery

Confirmation™ service .65

2. Priority Mail® FR Env 5.25
Destination: 45202

Weight: 0 lb. 6.00 oz.

Total Cost: *Nuans* 5.25

Base Rate: *Edusk* 4.60

Label #:

0417 2748 7820 0604 2349

SERVICES

Delivery

Confirmation™ service .65

3. Priority Mail® FR Env 5.25
Destination: 45402

Weight: 0 lb. 10.50 oz.

Total Cost: *Dick* 5.25

Base Rate: *Conrad* 4.60

Label #:

0417 2748 7820 0604 2356

SERVICES

Delivery

Confirmation™ service .65

Subtotal 15.75

Total Charged 15.75

VISA 15.75

<23-901980252-99>

VISA

ACCT. NUMBER TRANS # AUTH
XXXX XXXX XXXX 4578 880 233277

To check on the delivery status of
your Delivery Confirmation™ article,
visit our Track & Confirm website at
www.usps.com, use this Automated
Postal Center™ (or any Automated
Postal Center™ at other Postal
locations) or call 1-800-222-1811.

Thanks.

It's a pleasure to serve you.

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Track & Confirm

Search Results

Label/Receipt Number: **0417 2748 7820 0604 2356**

Detailed Results:

- **Delivered, January 30, 2008, 11:07 am, DAYTON, OH 45402**
- **Arrival at Unit, January 30, 2008, 5:24 am, DAYTON, OH 45406**
- **Acceptance (APC), January 28, 2008, 11:05 pm, DAYTON, OH 45401**

Track & Confirm

Enter Label/Receipt Number.

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No FEAR Act EEO Data

FOIA



Small text block, possibly a logo or seal



Small text block, possibly a logo or seal

Exhibit C

MIAMI VALLEY HOSPITAL
1 Wyoming St
Dayton, OH 45409
937-208-8000

12/12/2007

Discharge Information for Joyce L Ackerman

Patient's verbalization of health problem: right mastectomy

Last Set of Vital Signs

Temp: 97 °F (36.1 °C)

Pulse: 108

Resp: 18

BP: 134/84 mmHg

SpO2: 99 %

Wt.: 81.647 kg (180 lbs)

Activity

Your activity restrictions are: Limited activities: as stated by your physician

If you currently smoke or if you have smoked in the last year, please know that smoking is harmful to your health and you are strongly advised to stop. Call 208-3463 for information about a free Stop Smoking Group.

Return to Work

You may return to work as stated by your physician.

Contact your physician immediately if you develop any new or uncontrolled problems such as:

- Severe nausea/vomiting
- Increased pain
- Fever greater than 101 degrees for 24 hours (Parents/infant caregivers should call the physician immediately if the rectal temperature of an infant is greater than 100.5 degrees at any time).
- Difficulty breathing
- Unusual bleeding
- Sudden weight gain
- Other: complaints or concerns.
- Call office/ER for temperature greater than 101, and any increased drainage
- Okay to shower

Follow Up

Return to Dr. Barney Monday 12-17 at 1:00 p.m. Call # 208-2552 for appointment.

DEA # _____

Dayton Physicians, LLC
Hematology & Oncology

Howard M. Gross, MD	Charles L. Bane, MD	Bughan Yanes, MD	Joyce Marrs, MS, APRN-BC, AOCNP
John J. Haluschak, MD	James H. Sabiers, MD	Jhansi L. Koduri, MD	Trecia Narcelles, MS, CNP
Shamim Z. Jilani, MD, FACP	Mark D. Romer, MD	Tarek M. Sabagh, MD	

1382 East Stroop Road Kettering, Ohio 45429 Phone: 937-293-4383/Fax: 937-293-4365

Name Steph Ackerman Date 2/26/08

Address _____

R To whom it may concern, pt
is currently undergoing chemo-
therapy in our office - start
date 1-15-08.

☐ Label

Refill - 0 - 1 - 2 - 3 - 4 - PRN

MD - Hone

Exhibit D

FILED
KENNETH J. MURPHY
JUN - 5 PM 2:50
U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
WEST FULTON DAYTON OH

Defendant

1
2) CASE NO. 3 00- - - 267
3) Judge Walter H. Rice
4) ~~Magistrate Judge Michael Merz~~

2. Service was unsuccessful as to the initial Complaint and Plaintiffs filed an Amended Complaint on April 28, 2000. Fortis was never served with a copy of the initial Complaint. A copy of the Court Docket Sheet, the Complaint, the Summons, and other papers related to the filing and attempted service of the initial Complaint are attached hereto as Exhibit 1.

3. Summons issued as to the Amended Complaint on May 3, 2000, and Fortis received a copy of the Summons and Amended Complaint by certified mail on May 8, 2000. Fortis was deemed served effective May 8, 2000. A copy of the Summons, Amended Complaint and other papers related to the filing and service of the Amended Complaint are attached hereto as Exhibit No. 2 and constitute all process, pleadings and orders served on Fortis to date in this action. As of the date this Notice of Removal was filed, there are no other defendants before the Court.

4. This is a civil action in which this Court has original jurisdiction under 28 U.S.C. §1331 and 29 U.S.C. §§1001 et seq., which may be removed to this Court by Defendant, Fortis, pursuant to 28 U.S.C. §1441, since it is founded on claims or rights arising under the constitution, laws or treaties of the United States, in that Plaintiff, seeks to claim benefits and/or to enforce rights provided pursuant to and arising out of an employee welfare benefit plan, fund or program established and/or maintained pursuant to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§1001 et seq. The employee welfare benefit plan is one established or maintained by an employer as defined by the Employee Retirement Income Security Act of 1974, and Plaintiff purports to be a plan participant, or in the alternative, a beneficiary as defined by that Act.

5. This is a civil action in which this Court also has original jurisdiction under 28 U.S.C. §1332(a)(1) in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

6. This Notice of Removal is filed within thirty days (30) days after receipt by Defendant of a copy of the Amended Complaint and Summons in this action. The Amended Complaint asserts claims arising under the Employee Retirement Income Security Act of 1974.

7. A copy of all process, pleadings and orders served or filed in the state court action as of the date of filing of this removal are attached hereto as Exhibit Nos. 1 and 2.

8. A Memorandum of Points and Authorities in support of Defendant's right to remove this action is filed with this Notice of Removal and is incorporated herein by reference.

9. The date by which Fortis is required by state law and procedure to answer or plead to Plaintiffs' Amended Complaint has not expired as of the date of the filing of this Notice of Removal.

10. Written notice of the filing of this Notice of Removal, the Exhibits thereto, Notice and Certificate, and the Memorandum of Points and Authorities were given to all parties by mailing to them copies hereof this 2nd day of June, 2000.

11. True and accurate copies of the pleadings enumerated above were mailed to the Clerk of the Court of Common Pleas, Montgomery County, Ohio this 5th day of June, 2000.

WHEREFORE, Defendant, Fortis, gives Notice of the Removal from the Court of Common Pleas, Montgomery County, Ohio to the United States District Court for the Southern District of Ohio at Dayton.

Respectfully submitted,

Louise S. Brock

Michael W. Hawkins (#0012707)

Trial Counsel

Louise S. Brock (#0067184)

DINSMORE & SHOHL, L.L.P.

1900 Chemed Center

255 E. Fifth Street

Cincinnati, OH 45202

Tel: (513) 977-8200

Fax: (513) 977-8141

Co-Counsel for Defendant,

Fortis Benefits Insurance Company

Patrick W. Michael

Angela Logan Edwards

WOODWARD, HOBSON & FULTON, LLP

2500 National City Tower

Louisville, Kentucky 40202

(502) 581-8000

Fax: (502) 581-8111

*Co-Counsel for Defendant, Fortis Benefits
Insurance Company*

AFFIDAVIT

Angela Logan Edwards, being first duly sworn, states that she is counsel of record for the Defendant, Fortis Benefits Insurance Company in this action and that the information contained in this Notice of Removal is true to the best of her knowledge and belief.

Angela Logan Edwards
Angela Logan Edwards

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Angela Logan Edwards on this the 31st
day of May, 2000.

Notary Public, State at Large, KY
My commission expires Mar. 4, 2004

My Commission Expires: _____

Carla S. Huffman
Notary Public State at Large

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing was mailed on this the 2nd
day of June, 2000 to:

Mark A. Anthony
Dulaney & Phillips, LLP
7970 Clio Road
Centerville, Ohio 45459
Counsel for Plaintiff

Louise S. Brock
Michael W. Hawkins
Louise S. Brock

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

FILED
JAMES BONINI

2004 FEB -3 PM 2:16

U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
WESTERN DIV. DAYTON

JOYCE ACKERMAN, *et al.*,

Plaintiffs,

vs.

FORTIS, INC., *et al.*,

Defendants.

Civil Action No.

C-3-04-033

Judge THOMAS M. ROSE

Magistrate Judge _____

NOTICE OF REMOVAL

Please take notice that Defendants, Fortis, Inc. *et al.*, hereby file, pursuant to 28 U.S.C. §1441, this Notice of Removal in the United States District Court for the Southern District of Ohio from the Common Pleas Court of Montgomery County, Ohio. In support of this Notice, Defendants state as follows:

1. On or about December 31, 2003, an action for bad faith, breach of contract and related claims was commenced *pro se* in the Common Pleas Court of Montgomery County, Ohio titled Joyce L. Ackerman *et al.* v. Fortis, Inc. *et al.*, and assigned Case No. 03-9499. The named Plaintiffs were Joyce L. Ackerman, Greg T. Ackerman, Jack H. Ackerman, and Freshzone Products, Inc. The named Defendants were Fortis, Inc., Fortis Benefits Insurance Company, and Robert B. Pollock. Plaintiffs demanded a jury trial. Defendants received service of the Summons and Complaint on January 7, 2004. This was the first notice of the case Defendants received.

2. Defendants file herewith a certified copy of the Montgomery County Common Pleas Court file, which is attached as Exhibit A.

3. Defendants have not been served with any other papers, pleadings or orders in this matter.

4. Defendants have not filed any papers or pleadings in this action. This Notice of Removal is filed within thirty (30) days of Defendants' receipt of Plaintiffs' Complaint, and is thus timely filed under 28 U.S.C. §1446(b).

5. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 because Plaintiffs' claims - concerning an employer sponsored long-term benefits plan - arise under a federal statute, the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1001 *et seq.*, and thus present a federal question.

6. Alternatively, the Court has original subject matter diversity jurisdiction over this action pursuant to 28 U.S.C. §1332 because complete diversity of citizenship exists between Plaintiffs and Defendants (provided Plaintiffs have stated a claim and, further, that they have not caused any procedural defects to have been made), and the amount in controversy exceeds \$75,000.

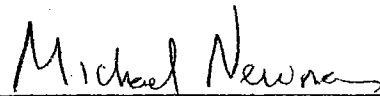
7. Plaintiffs are, and were at the institution of this civil action, citizens of the State of Ohio. Defendant Fortis is a Nevada corporation with its principal place of business in New York. Defendant Fortis Benefits is a Minnesota corporation with its principal place of business in Kansas City, Missouri. Defendant Pollock is a resident of New York. None of these three Defendants are now, or were at the time of the filing of the Complaint, a citizen of the State of Ohio within the meaning of the Acts of Congress relating to the removal of cases.

8. The amount in controversy, based on Plaintiffs' Prayer for Relief, exceeds \$75,000. Plaintiffs list seven causes of action, for which they seek damages in excess of \$25,000 on each claim. Additionally, they seek an award of punitive damages.

9. This case is not a non-removable action described in 28 U.S.C. §1445.
10. Written notice of the filing of this Notice of Removal has been served upon Plaintiffs.
11. A true and accurate copy of this Notice of Removal has been filed with the Clerk of Courts for the Montgomery County Court of Common Pleas.

WHEREFORE, Defendants give notice that the above action, initiated in the Court of Common Pleas for Montgomery County, Ohio, is hereby removed to the United States District Court for the Southern District of Ohio for the reasons set forth above.

Respectfully submitted,



Michael W. Hawkins (0012707)
Michael J. Newman (0042684)
DINSMORE & SHOHL LLP
1900 Chemed Center
255 E. Fifth Street
Cincinnati, OH 45202
(513) 977-8646
fax (513) 977-8428

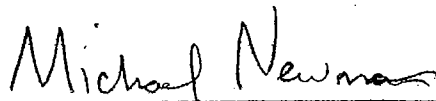
Trial Attorneys for Defendants
Fortis, Inc., et al.

OF COUNSEL:

Patrick W. Michael, Esq.
Angela Logan Edwards, Esq.
WOODWARD, HOBSON & FULTON, LLP
2500 National City Tower
Louisville, Kentucky 40202
(502) 581-8000
Fax: (502) 581-8111

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Notice of Removal was served via regular United States mail this 2nd day of February, 2004, upon pro se Plaintiffs Joyce L. Ackerman, Greg T. Ackerman, Jack H. Ackerman, and Freshzone Products, Inc. at 556 Shadowlawn Avenue, Dayton, Ohio 45419.



Michael J. Newman, Esq.

Exhibit E

/ Leibson
Corp Account Executive

Fortis Benefits
Insurance Company
2323 Grand Avenue
Kansas City, MO 64108
(816) 474-2375
Fax (816) 474-2335

November 9, 1995

Wyatt Owens
National Group Protection, Inc.
2307 Commonwealth Drive
Charlottesville, VA 22901

Re: USAir - ERISA

Dear Wyatt:

I have spoken to several of our attorneys in order to gain as much information as possible in regards to the ERISA issue. I would like to briefly review the Department of Labor (DOL) Regulation 2510.3-1(j) that discusses what group insurance arrangements do not constitute employee welfare benefit plans if there is minimal employer involvement:

1. No contributions are made by the employer.
2. Participation is completely voluntary.
3. The employer receives no consideration in the form of cash for administrative services rendered in connection with payroll deductions.

These three criteria are definitely being met. The last criteria that must be met states that the sole function of the employer with respect to the program are, without endorsing the program to permit the insurer to publicize the program to the employees, to collect payroll deductions and remit them to the insurer.

It is our opinion that this criteria is not being met. Our rationale is based on USAir's involvement in the plan design, open enrollment materials and the articles written by USAir for employee newsletter.

- ✓ Fortis Benefits' position on whether or not a plan is subject to ERISA only comes into play when we are involved in litigation. As I mentioned to you, ERISA cases must be argued in Federal Court which is a much friendlier environment as opposed to State Court. Our counsel will argue on almost all cases that ERISA applies in an attempt to move the case out of State Court. This is the situation that occurred in the Thomas Meeker case in North Carolina where both USAir and Fortis were named as defendants. Counsel was selected to represent both USAir and Fortis. The strategy employed, and agreed to by attorneys from Fortis and USAir, was that the LTD plan was an employee welfare plan and subject to ERISA. In this case, the court agreed with this argument. Keep in mind that if the insurer fails to argue this point

fortis

Page 2

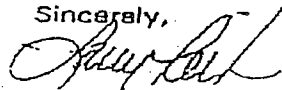
at all, then the insurer is automatically placing themselves in a precarious financial position due to the damage awards that can occur at the State level. This is the reason why we assume all cases are subject to ERISA in our claims processing so that we can argue this position in court. Not every court is going to rule the same way and in some cases it may be determined that the USAir is not subject to ERISA. ERISA, like many other laws and regulations, contains a lot of vague language that can be interpreted and argued either way. It all depends on the situation and the stance the party wants to take.

It is up to USAir to decide whether or not they feel the LTD plan is an employee welfare benefit plan in their eyes. We take the position that ERISA applies to protect our legal interests in the case of litigation. It is not our position to suggest or force any employer to comply with ERISA based on our opinion.

Wyatt, I hope this explains our position on this issue. I realize that USAir thinks we should be in concert on this which would require USAir to comply with the DOL regulations which include the issuance of a Summary Plan Description. The timing of all this as it relates to the Certificate Booklet mailing is somewhat critical. We feel the Certificate Booklets should be mailed now. Our vendor is ready to mail them and due to the length of time that has elapsed since the new plan was put into place the Booklets need to be mailed immediately without any further delays. If USAir decides that the plan is subject to ERISA, then Summary Plan Descriptions can be supplied at a later date.

Please call me to discuss this in more detail.

Sincerely,



Larry Leibson
Group Account Executive

cc: Ken Bowen

Exhibit F

IMPORTANT CHANGES IN SPD REQUIREMENTS

U.S. Department of Labor
Pension and Welfare Benefits
Administration

SPD FILING ELIMINATED: ERISA pension and welfare plans no longer need to file copies of summary plan descriptions (SPDs), summaries of material modifications (SMMs), or updated SPDs with the Department of Labor. Note: Plan administrators still must furnish these documents to participants and beneficiaries.

← Fort's Inc.
Plan Adm.

GROUP HEALTH PLAN SPDs: Group health plans must include in their SPDs:

- Information about the role of any "health insurance issuer" (e.g., insurance company or HMO), in the plan's operation, including whether benefits are guaranteed by the issuer and what administrative services it provides.
- A notice that federal law generally prohibits plans and health insurance issuers from limiting hospital stays for childbirth to less than 48 hours for normal deliveries and 96 hours for cesarean sections.
- An updated "Statement of ERISA Rights" indicating which Department of Labor office to contact for information and assistance.

Group health plans must also notify participants and beneficiaries of "material reductions in covered services

-2-

or benefits" (e.g., important benefit reductions or cost increases for participants). This notice must be given by the plan within 60 days of adoption, or within 90 days of adoption if given as part of system of communication, such as union newsletters or company publications, distributed at regular intervals of not more than 90 days.

Note: SMMs or updated SPDs giving notice of other plan changes must be furnished within 210 days after the end of the plan year.

ELECTRONIC DISCLOSURE: The Department of Labor has set forth "safe harbor" conditions under which electronic media (e.g., e-mail) may be used to furnish group health plan SPDs, SMMs, and updated SPDs to participants. See 62 Fed. Reg. 16,985 (April 8, 1997) (to be codified at 29 CFR 2520.104b-1(c)).

For further information call 1-800-998-7542, visit our website at <http://www.dol.gov/dol/pwba> or write us at

Pension and Welfare Benefits
Administration
U.S. Department of Labor
Customer Service Representative
Rm. N-5625
200 Constitution Avenue, N.W.
Washington, DC 20210

NOTE:

September 1997

* Plaintiff(s) have NEVER RECEIVED A "Statement of ERISA Rights" before or during the claim process, "VOID", BECAUSE IT WAS A NON-ERISA INSURANCE PLAN. (IE: CAR INSURANCE, HOMEOWNERS, RENTERS)

Exhibit G

3

Fortis Benefits

To the Claimant:

As you will note from the attached letter, we have found it necessary to deny all or a portion of your claim for benefits under the policy. Please refer to the contents of the letter for the specific reason(s) for the denial as well as the extent of the denial. We regret that we were unable to reach a more favorable decision on your behalf, but hope that you can understand that our claim decisions must conform to the requirements of the group policy.

The procedure set forth below is a general statement of the Group Claim Denial Review Procedure which may be used by any claimant who desires a formal review of a claim denial. If you wish a formal review of the claim denial and have any questions regarding the procedure, please contact the Plan Administrator mentioned below (normally, the person to whom you submitted your claim initially), or, of course, you may contact us directly.

Fortis Benefits Insurance Company Group Claim Denial Review Procedure

The claimant is entitled to a full and fair review of the denial of claim, which may be obtained by making a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure for such review is as follows:

1. The request for review must be in writing and made within 60 days of receipt of written notice of denial.
2. The claimant may review pertinent documents and submit issues and comments in writing.
3. The Plan Administrator will forward the request for review to Fortis Benefits Insurance Company.
4. Fortis Benefits Insurance Company will make a decision upon review within 60 days after its receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the time limit shall not be later than 120 days after such receipt. The decision on review will be in writing, will include the specific reasons for the decision, and specific references to the pertinent plan provisions on which the decision is based, and will be furnished to the Plan Administrator or the appropriate named fiduciary, if other than the Plan Administrator, for delivery to the claimant.

Special Notice to Illinois Residents

RULE 9.19 OF THE RULES AND REGULATIONS OF THE ILLINOIS DEPARTMENT OF INSURANCE REQUIRES THAT OUR COMPANY ADVISE YOU THAT IF YOU WISH TO TAKE THIS MATTER UP WITH THE ILLINOIS DEPARTMENT OF INSURANCE, IT MAINTAINS A CONSUMER DIVISION IN CHICAGO AT 100 WEST RANDOLPH STREET, SUITE 15-100, CHICAGO, IL 60606, AND IN SPRINGFIELD AT 320 WEST WASHINGTON STREET, SPRINGFIELD, IL 62767.

Note: This document is completely "VOID" of any
"STATEMENT OF 'ERISA Rights' to The Participants.
∴ VOID OF "ERISA" Application of Rules & Provisions
to The Participants.

KC4875 (5/92)

Exhibit H



U.S AIRWAYS

February 17, 1998

Joyce Ackerman
556 Shadowlawn Ave
Dayton, OH 45419

Dear Mrs. Ackerman:

I am responding to your February 13, 1998 letter requesting information regarding enrollment in the Long Term Disability (LTD) Product sponsored by Fortis Benefits Insurance Company.

Your enrollment in LTD began August 1, 1989 with an elected benefit of \$500.00 per month and a 180 day waiting period. During your enrollment, you made changes in your percentages and waiting periods as follows:

August 1, 1993	180 days	30%
August 1, 1995	90 days	60%

US Airways does not consider this voluntary program as one of its' ERISA Plans. The program, sponsored by Fortis Benefits Insurance Company, was a voluntary LTD insurance program for which employees were eligible to enroll and pay premiums through the convenience of payroll deduction. Any legal proceeding in regards to this insurance is dictated by the insurance company. This LTD program was a fully insured product. The offering of LTD insurance through Fortis Benefits ended July 31, 1996, therefore, enrollment also ended on that date.

Mrs. Ackerman, I hope this letter addresses your concerns. If you require information regarding your US Airways benefit plan, please call the Human Resources National Service Center at 800-872-4780.

Sincerely,

Dee Allen
Specialist Health/Welfare

Exhibit I

Long-Term Disability Enrollment Sheet

(x) Called June 14.95
\$16.04 / 90 Day / 60

JOYCE L. ACKERMAN
556 SHADOWLAWN AVE
DAYTON OH 45419

Employee Number: [REDACTED]
Social Security Number: [REDACTED]

The annual enrollment period for coverage under the Long-Term Disability Plan provided by Fortis Benefits Insurance Company is June 5 through June 30, 1995. Long-Term Disability (LTD) insurance provides you with tax-free replacement income if you are unable to work due to a covered disability that results from injury, illness, or pregnancy. Details about the plan and the enrollment process are included in the enclosed booklet. Costs for the employee-funded voluntary plan are based on your age and the options that you select. The approximate contributions per pay period for an employee of your age are listed below.

To enroll for or to change your LTD coverage, you should call the USAirLine at (800) 872-4780 between June 5 and June 30, 1995. The automated enrollment system is available 24 hours-a-day, beginning at 8 a.m. on June 5. You must enroll between these dates - no new enrollments or increases in coverage will be accepted past June 30, 1995.

If you already carry LTD coverage and do not wish to make any changes to your coverage, you do not need to participate in this enrollment. Your coverage will continue without change.

Any coverage elections made during this enrollment will become effective August 1, 1995, provided you are an active employee at that time.

If you have any questions about the LTD plan, or your options under it, please call Fortis Benefits - the plan administrator - at (800) 776-6808.

Your current coverage under the LTD Plan:

You have elected a 180-day Qualifying Period and have insured 30 percent of your regular earnings.

Your estimated contributions per pay period for LTD coverage

Rates based on your age as of August 1, 1995: 33 years; and on your pay rate as of April 30, 1995

Percentage of Replacement Income	Qualifying Periods	
	90-Day	180-Day
60% of Regular Earnings	\$ 16.04 ✓	\$ 10.62
50% of Regular Earnings	\$ 13.37 ✓	\$ 8.85
40% of Regular Earnings	\$ 10.70 ✓	\$ 7.09
30% of Regular Earnings	\$ 8.02	\$ 5.31

The Long-Term Disability Plan provided by Fortis Benefits Insurance Company is available only to full-time USAir ground personnel. Part-time employees, pilots, flight attendants, and participants of the management incentive plan are not eligible to participate. Only employees who are eligible for coverage should participate in this enrollment.

NOTE: → The cost of this mailing was paid by Fortis Benefits Insurance Company.

Exhibit J

1 THE COURT: I do note the presence
2 of Special Agent Steven Darragh from the FBI.
3 Agent Darragh, do you have anything to add on
4 this matter?

5 SPECIAL AGENT DARRAGH: Your Honor,
6 I reviewed the case and had contact with Mr.
7 Ackerman. We looked at it as a fraud possibly
8 (inaudible.) We went to the United States
9 Attorney's office, had numerous discussions with
10 the civil team as well as the criminal team.
11 They decided (inaudible.)

12 THE COURT: All right. Thank you,
13 sir. So let's deal with that piece of it first.

14 MR. ACKERMAN: Okay.

15 THE COURT: Understand that if you
16 have -- either you make a false claims case
17 civilly or you allege a criminal case and the
18 United States Attorney decides not to prosecute,
19 that's the end of that. There's nothing a
20 private citizen -- in England a private citizen
21 can file a criminal case.

22 MR. ACKERMAN: Right.

23 THE COURT: Some places in the
24 United States, some state courts you can. In
25 federal court only the United States Attorney or

Exhibit K

THE WHITE HOUSE

WASHINGTON

December 4, 2007

Ms. Joyce L. Ackerman
556 Shadowlawn Avenue
Dayton, Ohio 45419

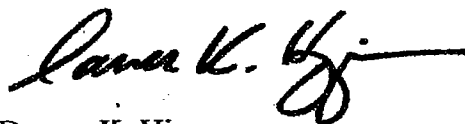
Dear Ms. Ackerman:

On behalf of President Bush, thank you for your correspondence.

We are sending your inquiry to the Department of Labor. This agency has the expertise to address your concerns. They will respond directly to you, as promptly as possible.

The President sends his best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren K. Hipp", with a stylized flourish at the end.

Darren K. Hipp
Special Assistant to the President
and Director of Presidential Correspondence

*Due to mail screening procedures, we have
only recently received your letter. We appreciate
your patience in awaiting a response.*



Consumer Response Center

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

December 13, 2007

Gregory T. and Joyce L. Ackerman
556 Shadowlawn Avenue
Dayton, OH 45419

Re: FTC Ref. No. 12223492

Dear Mr. and Mrs. Ackerman:

Your correspondence to Chairman Deborah Platt Majoras regarding jurisdictional redress from Federal agencies was referred to the Consumer Response Center for reply.

The Federal Trade Commission acts in the public interest to prevent unfair and deceptive practices in the marketplace. Letters such as yours help us monitor activities and identify problem areas.

The Commission does not resolve individual complaints. However, the information you have provided concerning the practices of the company will be considered to determine what, if any, action should be taken by the Federal Trade Commission in the public interest.

Again, thank you for bringing your experience to our attention.

Sincerely yours,

Consumer Response Center



December 17, 2007

Joyce L. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419

Dear Ms. Ackerman:

The letter dated November 2, 2007, from you and Gregory T. Ackerman addressed to President George W. Bush has been referred to this office for response. Our office provides legal advice and representation to the Department of Labor on matters concerning the Employee Retirement Income Security Act of 1974. Based on your letter and enclosures, it appears that you have filed a petition for rehearing for a writ of certiorari with the Supreme Court of the United States and you have asked for assistance in your pursuit of this legal action.

We are unable to comply with your request. The Solicitor General of the United States has authority over the Federal government's participation in matters pending before the Supreme Court. We understand that the Solicitor General does not participate in petitions for writ of certiorari unless the Court specifically requests the government's views.

Sincerely yours,

A handwritten signature in black ink, appearing to read "T. D. Hauser", is written over a horizontal line.

Timothy D. Hauser
Associate Solicitor
Plan Benefits Security Division

No. 3:00-CV-277

No. 3:04-CV-033

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (Dayton)

JOYCE ACKERMAN, et al. (PLAINTIFF(S))
FRESH ZONE PRODUCTS, INC, (PLAINTIFF)
v.

FORTIS BENEFITS INSURANCE CO. (aka ~ Assurant, Inc.)
(DEFENDANT(S))
FORTIS, INCORPORATED, et al. (ASSURANT, INC.)

PROOF OF SERVICE

I/We, Greg T. Ackerman / Joyce L. Ackerman, do swear or declare that on this date, 2/29/08, I/ We have served the enclosed "Response / Motion for Relief of Judgments / Claim of Unconstitutionality" to each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

Defendant(s) ~ Counsel

Michael J. Newman
Michael W. Hawkins
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
513-977-8646

Patrick W. Michael
Angela Logan Edwards
Woodward, Hobson & Fulton, LLP
2500 National City Tower
Louisville, Kentucky 40202
502-581-8000

I declare under penalty of perjury that the forgoing is true and correct.

Executed on February 29, 2008

Joyce L. Ackerman

Joyce L. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
Plaintiff (Pro Se)

Greg T. Ackerman

Greg T. Ackerman
556 Shadowlawn Ave.
Dayton, Ohio 45419
(937) 293-4267
(Pro Se Representative for All Plaintiff(s))

CONSOL, LC2, R/R

**U.S. District Court
Southern District of Ohio (Dayton)
CIVIL DOCKET FOR CASE #: 3:00-cv-00277-WHR-MRM
Internal Use Only**

Ackerman, et al v. Fortis Benefits Ins
Assigned to: Walter H Rice
Referred to: Magistrate Judge Michael R Merz
Demand: \$0
Case in other court: 06-03454
Cause: 28:1132 E.R.I.S.A.

Date Filed: 06/05/2000
Date Terminated: 03/14/2005
Jury Demand: Both
Nature of Suit: 790 Labor: Other
Jurisdiction: Federal Question

Plaintiff**Joyce Ackerman**

represented by **Joyce Ackerman**
556 Shadowlawn Avenue
Dayton, OH 45419
937-293-4251
PRO SE

Mark Allan Anthony
3574 Strathmoor Drive
Kettering, OH 45429
937-657-5347
Email: manthony@go-concepts.com
TERMINATED: 03/21/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff**Gregory Ackerman**

represented by **Gregory Ackerman**
556 Shadowlawn Avenue
Dayton, OH 45419
937-293-4251
PRO SE

Mark Allan Anthony
(See above for address)
TERMINATED: 03/21/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff**Jack Howard Ackerman**

represented by **Jack Howard Ackerman**
556 Shadowlawn Avenue

Dayton, OH 45419
937-293-4251
PRO SE

Mark Allan Anthony
(See above for address)
TERMINATED: 03/21/2005
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Fortis Benefits Insurance Company

represented by **Angela Logan Edwards**
Woodward Hobson & Fulton
2500 National City Tower
Louisville, KY 40202
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Michael Wesley Hawkins
Dinsmore & Shohl - 1
1900 Chemed Center
255 E 5th Street
Cincinnati, OH 45202
513-977-8200
Email: michael.hawkins@dinslaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Patrick W Michael
Woodward Hobson & Fulton
2500 National City Tower
Louisville, KY 40202
502/581-8022
Fax: 502/581-8111
Email: pmichael@whf-law.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Louise S Brock
Dinsmore & Shohl - 1
1900 Chemed Center
255 E 5th Street
Cincinnati, OH 45202
513-977-8200
Email: louise.brock@dinslaw.com
TERMINATED: 04/23/2004

Michael Jay Newman

Dinsmore & Shohl
 1900 Chemed Center
 255 East Fifth Street
 Cincinnati, OH 45202
 513-977-8646
 Fax: 513-977-8141
 Email: michael.newman@dinslaw.com
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
06/05/2000	1	NOTICE OF REMOVAL from Montgomery County CPC Case Number: 2000cv1472 (no pgs: 6+attachments) (sc) (Entered: 06/06/2000)
06/05/2000	1	Copy of COMPLAINT with jury demand (Summonses issued) filed in Montgomery County CPC #2000cv1472 (no. pgs: 9+attachments) (sc) (Entered: 06/06/2000)
06/05/2000	1	AMENDED COMPLAINT filed in Montgomery Common Pleas Court case no# 2000cv1472 by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman; jury demand (no pgs: 9+attachments) (sc) (Entered: 06/06/2000)
06/06/2000	2	NOTICE of filing Removal filed in Montgomery County CPC by defendant Fortis Benefits Ins (no pgs: 3+attachments) (sc) (Entered: 06/06/2000)
06/06/2000	3	ANSWER by defendant Fortis Benefits Ins (no pgs: 9) (sc) (Entered: 06/06/2000)
06/06/2000	4	MOTION by defendant Fortis Benefits Ins for admission of attorneys Patrick W Michael and Angela Logan Edwards pro hac vice (no pgs: 5+attachments w/Order) (sc) (Entered: 06/06/2000)
06/26/2000	5	NOTICE setting this action for Preliminary PTC 9:00 7/6/00 no pgs: 1 (cc: all counsel) (sc) (Entered: 06/26/2000)
06/27/2000	6	ORDER by Judge Walter H. Rice granting motion for admission of attorneys Patrick W Michael and Angela Logan Edwards pro hac vice [4-1] (cc: all counsel) (no pgs: 2) (sc) (Entered: 06/27/2000)
07/11/2000	7	SCHEDULING ENTRY/ORDER by Judge Walter H. Rice ; Prelim pretrial conf to be held by phone on 8:30 7/20/00 (cc: all counsel) (no pgs: 1) (sc) (Entered: 07/11/2000)
07/11/2000	8	MOTION by defendant Fortis Benefits Ins for judgment on the pleadings , or, in the alternative for summary judgment (no pgs: 17+attachments) (sc) (Entered: 07/11/2000)
07/31/2000	9	ORDER DIRECTING PROCEDURES TO DETERMINE WHETHER THE CAPTIONED CAUSE REPRESENTS AN ERISA ONLY CLAIM; OBSERVATIONS WITH REGARD TO DEFENDANTS MOTION FOR JUDGMENT OF THE PLEADINGS OR, IN THE

		ALTERNATIVE, FOR SUMMARY JUDGMENT (DOC. #8) by Judge Walter H. Rice, (cc: all counsel) (no pgs: 2) (sc) (Entered: 07/31/2000)
07/31/2000	10	MEMORANDUM by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman in opposition to [8-1], to [8-2] (no pgs: 4+exhibits) (sc) (Entered: 08/02/2000)
08/03/2000	11	MOTION by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman for order to Show Cause (no pgs: 3+exhibits w/Order attached) (sc) Modified on 08/07/2000 (Entered: 08/03/2000)
08/16/2000	12	REPLY by defendant Fortis Benefits Ins to response to motion for judgment on the pleadings [8-1] (no pgs: 6) (sc) (Entered: 08/16/2000)
08/22/2000	13	ORDER TO SHOW CAUSE by Judge Walter H. Rice granting motion for order to Show Cause [11-1] ; In-court hearing to be held 3:00 9/1/00 (cc: all counsel) (no pgs: 2) (sc) (Entered: 08/22/2000)
12/07/2000	14	DECISION AND ENTRY by Judge Walter H. Rice OVERRULING Defendant's motion for judgment on the pleadings [Doc 8-2]; Defendant's motion will be treated as one for summary judgment [8-2] by defendant Fortis Benefits Ins; Plaintiff's are GRANTED forty-five (45) days to conduct discovery on the sole issue of whether US Airways endorsed the long-term disability plan; Following discovery, Plaintiffs are GRANTED twenty (20) days to file a renewed opposition memorandum, addressing the endorsement prong of the safe harbor regulation; Defendant is GRANTED fourteen (14) days from the filing of plaintiffs' renewed opposition memorandum to respond to same; No extensions will be granted on the discovery or the briefing schedule (cc: all counsel) (no pgs: 4) (sc) Modified on 12/08/2000 (Entered: 12/07/2000)
02/12/2001	15	Renewed MEMORANDUM by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman in opposition to Dft's Motion for Judgment on the Pleadings [8-1] (no pgs: 16+exhibits) (sc) (Entered: 02/13/2001)
02/20/2001	16	AFFIDAVIT of Mark Dever regarding memorandum [15-1] - Certificate of Filing same(no pgs: 6) (re) (Entered: 02/20/2001)
02/23/2001	17	REPLY by defendant Fortis Benefits Ins to response to motion for judgment on the pleadings [8-1] (no pgs: 18+exhibits) (sc) (Entered: 02/23/2001)
03/08/2001	18	MOTION by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman to strike defendant's exhibit 1 (no pgs: 4) (re) (Entered: 03/08/2001)
03/19/2001	19	ORDER by Judge Walter H. Rice denying motion for judgment on the pleadings [8-1], granting motion to strike defendant's exhibit 1 [18-1] ; conference call set for 4/6/01 at 8:30 to establish date for evidentiary hearing and new trial date and other dates(cc: all counsel) (no pgs: 17) (re) (Entered: 03/19/2001)

04/10/2001	20	PRELIMINARY PRETRIAL CONFERNECE ORDER by Judge Walter H. Rice Witness List due 6/29/01; 7/30/01; 9/28/01; JDPlan ddl set for 5/7/01 ; ; Disml pprs ddl set for 5/21/01 ; Discovery ddl set for 11/29/01 ; Prelim pretrial conf was held 8:30 4/06/01 ; Mtn filing ddl set for 12/28/01; FPTO due 4/10/02 ; Final pretrial conf by phone set for 5:00 4/17/02 ; Jury trial (8 days) 4/29/02 (cc: all counsel) (no pgs: 5) (sc) (Entered: 04/11/2001)
05/10/2001	21	MOTION by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman, defendant Fortis Benefits Ins to stay scheduling order (no pgs: 5) (re) (Entered: 05/10/2001)
05/14/2001		NOTATION ORDER by Judge Walter H. Rice granting motion to stay scheduling order [21-1] Case stayed (cc: all counsel) (sc) (Entered: 05/14/2001)
06/06/2001	22	MOTION by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman, defendant Fortis Benefits Ins for expedited telephonic pre-hearing conference (no pgs: 5 w/Order attached) (sc) Modified on 06/11/2001 (Entered: 06/07/2001)
06/22/2001	23	ORDER by Judge Walter H. Rice ; Status conference (pre hearing conference) 9:00 7/18/01 (cc: all counsel) (no pgs: 1) (re) Modified on 06/25/2001 (Entered: 06/25/2001)
06/25/2001		(Court only) Docket Modification (Utility Event) granting motion for expedited telephonic pre-hearing conference [22-1] (re) (Entered: 06/25/2001)
06/28/2001	24	MOTION by defendant Fortis Benefits Ins for order of pre-hearing scheduling order (no pgs: 6 w/Order attached) (sc) Modified on 07/02/2001 (Entered: 06/28/2001)
07/31/2001	25	ENTRY RESOLVING DISCOVERY IMPASSE: COUNSEL TO PREPARE JOINTLY PREPARED DISCOVERY/CASE MANAGEMENT PLAN WITHIN CERTAIN PERIOD OF TIME; FURTHER CONFERENCE CALL SET TO DETERMINE BOTH HEARING DATE ON PHASE I OF THIS LITIGATION AND VIABILITY OF PRESENTLY ESTABLISHED JURY TRIAL DATE by Judge Walter H. Rice Not later than 10 days from date of 7/25/01 Conference counsel will collaborate and prepare for filing a jointly prepared discovery/case management plan setting forth the discovery needed to prepare for Phase I of this litigation ; Status conference re: Filing of counsel, to set a hearing date for Phase I and to determine the viability ofthe presently scheduled trial date of 4/29/02 set for 8/13/01 at 8:20 (cc: all counsel) (no pgs: 2) (sc) (Entered: 07/31/2001)
08/30/2001	26	NOTICE OF FILING EVIDENTIARY DOCUMENT DISCLOSURES by defendant Fortis Benefits Insurance Company (no pgs: 6 w/attachments) (rp) (Entered: 08/30/2001)
08/31/2001	27	NOTICE OF FILING AGREED DISCOVERY PLAN FOR EVIDENTIARY HEARING by plaintiff Joyce Ackerman, plaintiff

		Gregory Ackerman, plaintiff Jack Howard Ackerman, defendant Fortis Benefits Ins (no pgs: 4) (rp) (Entered: 08/31/2001)
08/31/2001	28	ORDER by Judge Walter H. Rice ; Oral and Evidentiary hearing set for 9:00 11/13/01 (cc: all counsel) (no pgs: 1) (rp) (Entered: 08/31/2001)
10/01/2001	29	AGREED ORDER by Judge Walter H. Rice extending discovery deadline ; extending deadline to 10/26/01 to complete depositions of witnesses to be called at the Evidentiary Hearing on 11/13/01 (cc: all counsel) (no pgs: 2) (rp) (Entered: 10/01/2001)
10/17/2001	30	Supplemental Evidentiary Document Disclosures by defendant Fortis Benefits Ins re Notice of Filing Evidentiary Document Disclosures [26-1] (no pgs: 6) (rp) (Entered: 10/17/2001)
11/02/2001	31	Second Supplemental Evidentiary Document Disclosures by defendant Fortis Benefits Ins [26-1] (no pgs: 9) (rp) (Entered: 11/02/2001)
02/04/2002		NOTATION ORDER by Judge Walter H. Rice finding the Defendant's motion for order of pre-hearing scheduling order [24-1] moot. (cc:all counsel) (rp) (Entered: 02/04/2002)
02/07/2002	32	NOTICE OF FILING INDEX OF DEFENDANT'S EVIDENTIARY HEARING EXHIBITS by defendant Fortis Benefits Ins (no pgs: 5) (rp) (Entered: 02/07/2002)
02/19/2002	33	CIVIL MINUTES: Proceeding re: Oral & Evidentiary Hearing held 2/7/02 before Judge Walter H. Rice; Oral & Evidentiary Hearing on Phase I of Trial to the Court on Erisa Claim; Witness testimony taken; Exhibits in Bin #464-1; Briefing schedule set; All exhibits admitted; Ct Rptr Denise Errett (cc: all counsel) (no pgs: 10) (rp) (Entered: 02/19/2002)
03/05/2002	34	TRANSCRIPT OF PROCEEDINGS HELD 2/7/02 Before Chief Judge Walter Herbert Rice filed by Ct Rptr Denise Errett (no pgs 256) (rp) (Entered: 03/05/2002)
03/25/2002	35	Proposed Post-Evidentiary Hearing Findings of Fact and Conclusions of Law; with request for hearing by defendant Fortis Benefits Ins /disk attached (re) Modified on 03/26/2002 (Entered: 03/26/2002)
04/09/2002	36	MOTION by defendant Fortis Benefits Ins to close post hearing briefing or in the alternative to amend the briefing schedule (no pgs: 5 w/attachment and order) (re) (Entered: 04/09/2002)
04/11/2002	37	ORDER by Judge Walter H. Rice granting motion to amend the briefing schedule [36-1]; It is further ORDERED that Pltf's post-hearing brief due within 10 days of filing this entry; Dft's reply brief due 14 days of being served with Pltf's brief ; Oral argument hearing by phone set for 6/4/02 at 4:15 (cc: all counsel) (no pgs: 2) (sc) (Entered: 04/11/2002)
04/22/2002	38	POST HEARING BRIEF FILED by plaintiff Joyce Ackerman, plaintiff Gregory Ackerman, plaintiff Jack Howard Ackerman (no pgs: 13) (mkb) (Entered: 04/22/2002)

05/06/2002	39	REPLY by defendant Fortis Benefits Ins re Plaintiff's Post Hearing Brief [38-1] (no pgs: 17) (re) (Entered: 05/06/2002)
06/05/2002	40	SCHEDULING ENTRY by Judge Walter H. Rice Hearing/Oral Argument reset for 5:15 6/17/02 (cc: all counsel) (no pgs: 1) (rp) (Entered: 06/05/2002)
01/08/2003	41	DECISION AND ENTRY by Judge Walter H. Rice SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE QUESTION OF WHETHER THE LONG-TERM DISABILITY BENEFITS PLAN AT ISSUE IS GOVERNED BY ERISA; DFT'S MOTION FOR SUMMARY JUDGMENT [8-2] SUSTAINED IN PART AND OVERRULED IN PART; PLAINTIFF IS DIRECTED TO FILE WITHIN 10 DAYS OF DATE NOTICE OF WHETHER SHE INTENDS TO PROCEED WITH HER BREACH OF CONTRACT CAUSE OF ACTION RE-CHARACTERIZED HEREIN AS ONE ARISING UNDER ERISA (cc: all counsel) (no pgs: 54) (sc) (Entered: 01/08/2003)
01/30/2003	42	ENTRY ADVISING PLAINTIFF THAT CAPTIONED CAUSE WILL BE DISMISSED WITH PREJUDICE WITHIN STATED PERIOD OF TIME SHOULD COURT NOT HEAR FROM COUNSEL by Judge Walter H. Rice Pltf's response to this Court's Directive of 1/8/03 due 2/10/03; Should the Court not hear from Pltf's counsel, Court will conclude that Pltf does not wish to proceed with her breach of contract action, a final Judgment Entry will be filed as to Pltf's First Third Fourth and Fifth Causes of Action and Pltf's Second Cause of Action will be DISMISSED WITH PREJUDICE FOR WANT OF PROSECUTION (cc: all counsel) (no pgs: 2) (sc) Modified on 02/25/2003 (Entered: 01/31/2003)
02/25/2003	43	ORDER that judgment is to issue in favor of defendant and against plaintiff on 1st, 3rd, 4th & 5th causes of action; and that the 2nd cause of action is dismissed with prejudice for want of prosecution Judge Walter H. Rice terminating case (cc: all counsel) (no pgs: 2) (re) (Entered: 02/25/2003)
02/25/2003	44	JUDGMENT:(VACATED PER ORDER <u>50</u> OF 3/19/04) case terminated in favor of defendant (cc: all counsel) (no pgs: 1) (re) Modified on 3/19/2004 (sc1,). (Entered: 02/25/2003)
02/25/2003	45	NOTICE of SDO disposal rules (no pgs: 1) (re) (Entered: 02/25/2003)
05/01/2003	46	NOTICE by plaintiff Jack Howard Ackerman, plaintiff Gregory Ackerman, plaintiff Joyce Ackerman of change of address for Attorney Mark A. Anthony (no pgs: 2) (mkb) (Entered: 05/02/2003)
05/01/2003	47	MOTION by plaintiff Jack Howard Ackerman, plaintiff Gregory Ackerman, plaintiff Joyce Ackerman to reopen the case as an ERISA action (no pgs: 3) (mkb) (Entered: 05/02/2003)
06/04/2003	48	AGREED ORDER by Judge Walter H. Rice extending time for Fortis Benefits Is Co to 6/5/03 in which to respond to Pltfs Motion to reopen the matter as an ERISA Action (cc: all counsel) (no pgs: 1) (sc) (Entered: 06/04/2003)

		06/06/2003)
06/05/2003	49	MEMORANDUM by defendant Fortis Benefits Ins in opposition to reopen matter as an ERISA action [47-1] (no pgs: 7+exhibits) (sc) (Entered: 06/10/2003)
03/19/2004	50	DECISION AND ENTRY SUSTAINING PLAINTIFFS' 47 MOTION TO REOPEN MATTER AS AN ERISA ACTION, CONSTRUED BY THIS COURT AS A MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FRCP 60(b)(1) 47 ; JUDGMENT ENTERED 2/25/03 44 VACATED; DIRECTIVE TO PLAINTIFFS TO REPLEAD MATTER AS AN ERISA ACTION IN ACCORDANCE WITH DECISION OF 1/8/03 41 , WITHIN CERTIAN PERIOD OF TIME OR SUFFER DISMISSAL FOR WANT OF PROSECUTION; CASE REACTIVATED; PLAINTIFFS IN CASE NO 3:04-CV-33 JOYCE ACKERMAN, et al., v. FORTIS, INC., et al., DIRECTED TO SHOW CAUSE WITHIN 21 DAYS WHY THAT LITIGATION SHOULD NOT BE DISMISSED AS DUPLICATIVE AND/OR BARRED BY RES JUDICATA AND/OR BY THE LAW OF THE CAS AS A RESULT OF THIS COURT'S PRIOR OPINION IN CASE NO 3:00-CV-277. Signed by Judge Walter H Rice on 3/19/04. (sc1,) (Entered: 03/19/2004)
03/19/2004	51	(Court only) ***Case Reopened (sc1,) (Entered: 03/19/2004)
04/12/2004	52	AMENDED COMPLAINT against Fortis Benefits Insurance Company , filed by Plaintiffs Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman.(Signed by Pro Se Pltf Gregory Ackerman ONLY) (Attachments: # 1 Exhibit A# 2 Exhibit B# 3 Exhibit C# 4 Exhibit D# 5 Exhibit E# 6 Exhibit F)(sc,) (Entered: 04/13/2004)
04/23/2004	53	NOTICE by Defendant Fortis Benefits Insurance Company of <i>Substitution of Counsel</i> (Newman, Michael) (Entered: 04/23/2004)
04/23/2004	54	<i>Defendants' Answer to Plaintiffs' Pro Se Amended Complaint</i> ANSWER to Amended Complaint by Defendant Fortis Benefits Insurance Company.(Newman, Michael) (Entered: 04/23/2004)
04/23/2004	55	MOTION for Judgment on the Pleadings by Defendant Fortis Benefits Insurance Company. Responses due by 5/17/2004 (Attachments: # Proposed Order (STRICKEN 4/26/04)(1))(Newman, Michael) Modified on 4/26/2004 to strike - proposed order to be re-submitted in correct format (sc,). (Entered: 04/23/2004)
05/07/2004	56	Reply to 54 Answer to Amended Complaint 52 by Plaintiffs Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman. (Signed by Plaintiff Gregory Ackerman only) (sc,) (Entered: 05/10/2004)
05/11/2004	57	MOTION to Withdraw as Attorney by Plaintiffs Joyce Ackerman, Gregory Ackerman, Jack Howard Ackerman. (Anthony, Mark) (Entered: 05/11/2004)
05/17/2004	58	RESPONSE in Opposition re 55 MOTION for Judgment on the Pleadings filed by Plaintiffs Gregory Ackerman, Jack Howard Ackerman,

		Joyce Ackerman (Signed by Plaintiff Gregory Ackerman only). (sc,) (Entered: 05/18/2004)
05/19/2004	●	NOTATION ORDER sustaining <u>57</u> Motion to Withdraw Mark A. Anthony as Attorney. Plaintiffs' given to 6/10/04 to substitute counsel . Signed by Judge Walter H Rice on 5/19/04. (kse1,) (Entered: 05/19/2004)
05/21/2004	● <u>59</u>	MOTION to Strike <i>Plaintiffs' Reply to Defendants' Answer to Plaintiffs' Pro Se Amended Complaint</i> by Defendant Fortis Benefits Insurance Company. (Attachments: # <u>1</u> Exhibit A)(Newman, Michael) (Entered: 05/21/2004)
06/04/2004	● <u>60</u>	NOTICE of Filing PRO SE Plaintiff's Response to Motion of Counsel for Plaintiff Withdarw as Counsel by Plaintiffs Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman (Note: Signed by Pro Se Plaintiff Gregory Ackerman only) (sc,) (Entered: 06/07/2004)
06/09/2004	● <u>61</u>	MOTION For Additional Time to Pursue Substitute Counsel for Plaintiff (s) per Notation Order and Docket <u>60</u> by Plaintiffs Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman.(NOTE: Signed by Plaintiff Gregory Ackerman with notation "Now Pro Se for All Plaintiffs")(sc,) (Entered: 06/12/2004)
06/24/2004	● <u>62</u>	RESPONSE to Motion re <u>61</u> MOTION For Additional Time to Pursue Substitute Counsel for Plaintiff(s) per Notation Order and Docket <u>60</u> re Order on Motion to Withdraw as Attorney, <u>60</u> Notice (Other) filed by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 06/24/2004)
08/17/2004	● <u>63</u>	ENTRY SUGGESTING FURTHER PROCEEDURES - Pro Se <u>61</u> Motion For Additional Time to Pursue Substitute Counsel for Plaintiff(s) is SUSTAINED. Plaintiffs are to secure seccessor counse by close of business 8/27/2004. Court should be notified immediately as soon as successor counsel is retained. This Court will allow a confidential settlement letter to be submitted to this Court ex parte. Said letter, should it be sent should be sent within ten (10) calendar days of receipt of this entry. Because the Court considers Case No 3:04-cv-33 to be duplicative of Case No 3:00-cv-277, no action will be taken on the former until procedures run their course on the later . Signed by Judge Walter H Rice on 8/16/2004. (sc,) (Entered: 08/17/2004)
08/24/2004	● <u>64</u>	NOTIFICATION TO THE COURT - All Plaintiffs Are Pro Se At This Juncture re <u>63</u> ENTRY SUGGESTING FURTHER PROCEDURES by Plaintiffs Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman (sc,) (Entered: 08/25/2004)
03/14/2005	● <u>65</u>	DECISION AND ENTRY SUSTAINING DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS <u>55</u> AND OVERRULING AS MOOT DEFENDANTS' MOTION TO STRIKE <u>59</u> ; JUDGMENT TO BE ENTERED ON BEHALF OF DEFENDANTS AND AGAINST PLAINTIFFS; TERMINATION ENTRY . Signed by Judge Walter H Rice on 03/14/05. (phil,) (Entered: 03/14/2005)

03/14/2005	● <u>66</u>	JUDGMENT IS ENTERED IN FAVOR OF DEFENDANTS AND AGAINST PLAINTIFFS with Attached Notice of Disposal. Signed on 3/14/05. (phil,) Modified text on 3/15/2005 (rp,). (Entered: 03/14/2005)
03/21/2005		(Court only) *** Attorney Mark Allan Anthony terminated. (mkb,) (Entered: 03/21/2005)
04/07/2005	● <u>67</u>	Notification to the Court of missing mail. MOTION for Clarification of Judgment re <u>66</u> <u>65</u> ,Request for Expedition of USC TITLE 15, Chapter 93 6701,(a),(d-3) per Operation of State Law and Activities, and Request for Expediton of USC Title 15 Chapter 93 6714 by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C) (phil,) (Entered: 04/07/2005)
04/18/2005	● <u>68</u>	RESPONSE in Opposition re <u>67</u> MOTION for Clarification of Judgment re <u>66</u> Judgment, <u>65</u> Order on Motion for Judgment on the Pleadings,, Order on Motion to Strike, (<i>Memorandum in Opposition to Document # 67</i>) filed by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 04/18/2005)
05/24/2005	●	NOTICE TO FILE - Documents #65 - Opinion and #66 - Judgment given to Greg Ackerman. Pro Se Pltf did not receive mailed copies. (mkb) (Entered: 05/24/2005)
06/01/2005	● <u>69</u>	Plaintiff's Notification to the Court of Missing Mail; Plaintiff(s) Request for Clarification of Judgment Pursuant to Docket #65 and #66; Plaintiff (s) Motion to Remand Case Back to State Venue for Proper Adjudication; Plaintiff(s) Motion for Expedition of USC Title 15, Chapter 93 Section 6701, (a), (d-3) Per Operation of State Law and Activities, Respectively; Plaintiff(s) Motion for Expedition of USC Title 15, Chapter 93 Section 6714 by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C)(dp) (Entered: 06/02/2005)
06/07/2005	● <u>70</u>	NOTICE OF APPEAL as to <u>66</u> Judgment, <u>65</u> Order on Motion for Judgment on the Pleadings,, Order on Motion to Strike, by Plaintiffs Joyce Ackerman, Gregory Ackerman, Jack Howard Ackerman. (phil1,) (Entered: 06/07/2005)
06/07/2005	● <u>71</u>	Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re <u>70</u> Notice of Appeal (phil1,) Additional attachment(s) added on 6/7/2005 (phil1,). (Entered: 06/07/2005)
06/08/2005	● <u>72</u>	RESPONSE in Opposition re <u>69</u> MOTION Notification to the Court of Missing Mail (<i>Defendant's Memorandum in Opposition to Document # 69</i>) filed by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 06/08/2005)
07/11/2005	● <u>73</u>	Notice of Appeal Filing fee received: \$ 255.00, receipt number 321528 (bev,) Additional attachment(s) added on 7/11/2005 (bev,). (Entered: 07/11/2005)
07/18/2005	● <u>74</u>	TRANSCRIPT REQUEST - Unnecessary - Plaintiff Gregory Ackerman

		re <u>70</u> Notice of Appeal (mkb,) (Entered: 07/20/2005)
09/26/2005	<u>75</u>	USCA INFORMATION COPY re <u>70</u> Notice of Appeal: Dismissed for lack of jurisdiction. (ep,) (Entered: 09/26/2005)
01/26/2006	<u>76</u>	MOTION to Reopen and to Dismiss In Part for Lack of Jurisdiction on Non-Erisa Claims and MOTION to Remand In Part to State Court Venue and MOTION To Reset Case for New Trial With the Attorney General For White Collar Crimes of False Claims by Plaintiffs Joyce Ackerman, Gregory Ackerman, Jack Howard Ackerman. Responses due by 2/21/2006 (Attachments: # <u>1</u> Exhibit) Note: Exhibts A-G and Appendices A&B ARE VOLUMINOUS - TENDERED MANUALLY AND ON FILE IN THE CLERK'S OFFICE (sc1,) (Entered: 01/26/2006)
03/15/2006	<u>77</u>	(PRO SE) MOTION to Expedite by Plaintiff Gregory Ackerman. (ep1,) (Entered: 03/15/2006)
03/16/2006	<u>78</u>	(PRO SE) MOTION TO EXPEDITE {ENTITLED} THIEVES WITH A PEN? by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B)(ep1,) Modified on 3/21/2006 (bev1,). (Entered: 03/16/2006)
03/17/2006	<u>79</u>	DECISION AND ENTRY OVERRULING PLAINTIFF'S MOTION TO REOPEN AND DISMISS IN PART FOR LACK OF JURISDICTION ON NON-ERISA CLAIMS, TO REMAND IN PART TO STATE COURT'S VENUE AND TO RESET CASE FOR NEW TRIAL WITH THE ATTORNEY GENERAL [OF THE UNITED STATES] FOR WHITE COLLAR CRIMES OF FALSE CLAIMS <u>76</u> . Signed by Judge Walter H Rice on 3/15/06. (ep1,) (Entered: 03/17/2006)
03/22/2006	<u>80</u>	NOTICE by Plaintiff Gregory Ackerman {entitled} NOTIFICATION TO THE COURT U.S. CODE TITLE 31: SECTION 3730 (CIVIL ACTIONS FOR FALSE CLAIMS) INSURANCE AND BANKING WHITE COLLAR CRIMES (FINANCIAL MANAGEMENT) (Attachments: # <u>1</u> Exhibit A)(ep1,) (Entered: 03/22/2006)
03/24/2006	<u>81</u>	NOTICE OF APPEAL as to <u>79</u> Order on Motion to Dismiss/Lack of Jurisdiction, Order on Motion for Miscellaneous Relief, Order on Motion to Reopen Case, Order on Motion to Remand to State Court, by Plaintiffs Joyce Ackerman, Gregory Ackerman, Jack Howard Ackerman. Filing fee \$ 255. (ep,) (Entered: 03/24/2006)
03/24/2006	<u>82</u>	Appeal Filing fee: \$ 255, receipt number 332947 (ep,) Additional attachment(s) added on 3/24/2006 (ep,). (Entered: 03/24/2006)
03/24/2006	<u>83</u>	Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re <u>81</u> Notice of Appeal, (ep,) Additional attachment(s) added on 3/24/2006 (ep,). (Entered: 03/24/2006)
03/24/2006	<u>84</u>	NOTICE by Plaintiffs re <u>79</u> Order on Motion to Dismiss/Lack of Jurisdiction, Order on Motion for Miscellaneous Relief, Order on Motion to Reopen Case, Order on Motion to Remand to State Court, {entitled} NOTIFICATION TO THE COURT OF MAIL OPENED AND LATE, RESPONSE TO COURTS OVERRULING. (Attachments: # <u>1</u>)(ep1,)

		Modified on 3/27/2006 to show correct filing date (phil,). (Entered: 03/27/2006)
04/03/2006	●	USCA Case Number 06-3454 for <u>81</u> Notice of Appeal, filed by Plaintiffs. (ep,) (Entered: 04/03/2006)
06/28/2006	● <u>85</u>	(PRO SE) MOTION {to entitled} MOTION TO EXPEDITE THE U.S. CODE TITLE 31: SECTION 3730 (CIVIL ACTIONS FOR FALSE CLAIMS) WHITE COLLAR CRIMES (FINANCIAL MANAGEMENT) WAIVER OF SERVICE WITH THE COURT. *Exhibits A, B, and C have been filed manually due to Exhibits are copies of this entire case filed (3:00-cv-00277) by Plaintiff Gregory Ackerman. (ep1,) Modified on 6/28/2006 (ep1,). (Entered: 06/28/2006)
07/28/2006	● <u>86</u>	MOTION for Order to <i>Defendants' Motion To Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Or From Filing New Civil Actions Related To The Facts Of Those Cases, Without First Obtaining Leave Of Court</i> by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 07/28/2006)
08/01/2006	● <u>87</u>	RESPONSE in Opposition to <u>86</u> MOTION for Order to <i>Defendants' Motion To Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Or From Filing New Civil Actions Related To The Facts Of Those Cases, Without First Obtaining Leave Of Court</i> filed by Plaintiff Gregory Ackerman. (sc1,) (Entered: 08/01/2006)
08/09/2006	● <u>88</u>	REPLY to Response to Motion re <u>86</u> MOTION for Order to <i>Defendants' Motion To Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Or From Filing New Civil Actions Related To The Facts Of Those Cases, Wi (DEFENDANTS' REPLY MEMORANDUM IN SUPPORT OF DOC. # 86) filed by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 08/09/2006)</i>
08/21/2006	● <u>89</u>	(PRO SE) AMENDED RESPONSE TO DEFENDANT'S MOTION, PER LEAVE OF COURT. "CLAIM OF UNCONSTITUTIONALITY" WITH JUDICIAL NOTICE by Plaintiff Gregory Ackerman re <u>87</u> Response in Opposition to Motion, <u>86</u> MOTION for Order to <i>Defendants' Motion To Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Or From Filing New Civil Actions Related To The Facts Of Those Cases, (ep1,) (Entered: 08/21/2006)</i>
01/09/2007	● <u>90</u>	ORDER of USCA - ORDER AFFIRMING <u>79</u> DECISION AND ENTRY OVERRULING PLAINTIFF'S MOTION TO REOPEN AND DISMISS IN PART FOR LACK OF JURISDICTION ON NON-ERISA CLAIMS, TO REMAND IN PART TO STATE COURT'S VENUE AND TO RESET CASE FOR NEW TRIAL WITH THE ATTORNEY GENERAL [OF THE UNITED STATES] FOR WHITE COLLAR CRIMES OF FALSE CLAIMS <u>76</u> (ep1,) (Entered: 01/09/2007)

02/02/2007	● <u>91</u>	MOTION Entitled "Claim of Unconstitutionality" Appellant Notification And Requesting Review of Orders by Plaintiff Gregory Ackerman. (sc1,) (Entered: 02/02/2007)
05/09/2007	● <u>92</u>	MANDATE of USCA as to <u>81</u> Notice of Appeal, filed by Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman, <u>70</u> Notice of Appeal filed by Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman (ep1,) (Entered: 05/09/2007)
05/18/2007	●	Chief Magistrate Judge Michael R Merz added. (sc1,) (Entered: 05/18/2007)
05/25/2007	● <u>93</u>	ORDER TO CLERK - The Clerk shall destroy all documents previously deposited by Plaintiff which are not properly part of this case. Signed by Judge Michael R Merz on 5/25/07. (ep1,) (Entered: 05/25/2007)
06/04/2007	● <u>94</u>	*** STRICKEN *** Response Entitled "Legal Memoranda - Pusaunt to Rule 10.1 ("Claim of Unconstitutionality") for Recall of " <u>93</u> Order to Clerk" by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Copy of Order #93# <u>2</u> Exhibit A) (sc1,) Modified on 6/11/2007 to strike per <u>97</u> (dp1). (Entered: 06/04/2007)
06/11/2007	● <u>95</u>	"Plaintiff's Notice of Filing in Circuit Court" by Pro Se Plaintiff Gregory Ackerman. (kopfl,) (Entered: 06/11/2007)
06/11/2007	●	(Court only) ***Set/Clear Flags (kopfl,) (Entered: 06/11/2007)
06/11/2007	●	(Court only) ***Staff notes - Consolidation Order filed in 3:04-cv-33 consolidating 3:04-cv-33 into 3:00-cv-277. (kopfl,) (Entered: 06/11/2007)
06/11/2007	● <u>96</u>	DECISION AND ORDER ON RECONSIDERATION - The motion for recall of Order is DENIED. Signed by Judge Michael R Merz on 6/11/07. (dp1) (Entered: 06/11/2007)
06/11/2007	● <u>97</u>	ORDER STRIKING "LEGAL MEMORANDA - EXTRAORDINARY WRIT" - The referenced document is ordered STRICKEN. Signed by Judge Michael R Merz on 6/11/07. (dp1) (Entered: 06/11/2007)
06/21/2007	● <u>98</u>	PLAINTIFF'S OBJECTION TO "CONSOLIDATION ORDER" by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Attachments) (ep1,) (Entered: 06/25/2007)
06/21/2007	● <u>99</u>	PLAINTIFF(S) OBJECTION TO "STRIKING" OF LEGAL MEMORANDA EXTRAORDINARY WRIT DOCUMENTS RECALL ORDERS <u>97</u> . (Attachments: # <u>1</u> Exhibit A# <u>2</u> Appendix A# <u>3</u> Appendix B) (ep1,) (Entered: 06/25/2007)
06/21/2007	● <u>100</u>	PLAINTIFF'S NOTIFICATION AGAIN OF LEGAL MEMORANDA EXTRAORDINARY WRIT DOCUMENTS RECALL ORDERS by Plaintiff Gregory Ackerman (Attachments: # <u>1</u> Attachment# <u>2</u> Exhibit A# <u>3</u> Appendix A# <u>4</u> Appendix B# <u>5</u> Exhibit B# <u>6</u> Exhibit C) (ep1,) (Entered: 06/25/2007)

06/29/2007	●	Notation ORDER finding as moot <u>67</u> Motion ; finding as moot <u>69</u> Motion ; finding as moot <u>77</u> Motion to Expedite; finding as moot <u>78</u> Motion ; finding as moot <u>85</u> Motion to Expedite; finding as moot <u>91</u> Motion. Signed by Judge Michael R Merz on 6/29/2007. (Merz, Michael) (Entered: 06/29/2007)
06/29/2007	● <u>101</u>	DECISION AND ORDER GRANTING IN PART AND DENYING IN PART <u>86</u> DEFENDANTS' MOTION TO PREVENT FURTHER FILINGS BY PLAINTIFFS IN THESE CASES. Signed by Judge Michael R Merz on 6/29/07. (dp1) (Entered: 06/29/2007)
07/03/2007	● <u>102</u>	PLAINTIFF'S OBJECTIONS TO THE COURTS PREJUDICE PER NOTATION ORDER FINDINGS AS "MOOT" by Plaintiff Gregory Ackerman. (ep1,) (Entered: 07/05/2007)
07/03/2007	● <u>103</u>	COURT ERR MOTION TO REVERSE THE COURTS ORDERS by Plaintiff Gregory Ackerman. (Attachments: # <u>1</u> Attachment - Fortis Benefits) (ep1,) (Entered: 07/05/2007)
07/06/2007	● <u>104</u>	ORDER TO SHOW CAUSE - This matter is set for a Show Cause Hearing on 7/18/2007 at 09:00 AM in Courtroom 4 before Magistrate Judge Michael R Merz. Plaintiff Greg Ackerman is ordered to appear on that date and time. Signed by Judge Michael R Merz on 7/6/07. (dp1) (Entered: 07/06/2007)
07/09/2007	●	Notation ORDER denying <u>103</u> Motion to correct error. Signed by Judge Michael R Merz on 7/9/2007. (Merz, Michael) (Entered: 07/09/2007)
07/18/2007	● <u>105</u>	Minute Entry for proceedings held before Judge Michael R Merz ON 7/18/2007; Pro Se Plaintiffs Gergg and Joyce Ackerman appeared as ordered to show cause why they should not be sanctioned for continuing to file in closed cases 3:07cv33 and 3:00cv277. Plaintiffs are warned if they persist in filing sanctions will be taken against them. Order to Show Cause is dissolved. (Tape #MRM070718-091958.) (gh1,) (Entered: 07/24/2007)
07/26/2007	● <u>106</u>	NOTICE by Defendant Fortis Benefits Insurance Company (<i>Defedants' Notice to the Court Concerning the Second Certiorari Petition Filed by the Pro Se Plaintiffs</i>) (Newman, Michael) (Entered: 07/26/2007)
07/31/2007	● <u>107</u>	NOTICE FROM U.S. SUPREME COURT re <u>81</u> Notice of Appeal, : Assignment of Case # 07-5446 (phil1,) (Entered: 07/31/2007)
08/02/2007	● <u>108</u>	Plaintiff(s) Signature, and Notification To Proceed To the Supreme Court Of The United States No 07-5446 by Plaintiffs Joyce Ackerman, Gregory Ackerman (sc1,) (Entered: 08/02/2007)
10/25/2007	● <u>109</u>	NOTICE FROM U.S. SUPREME COURT re <u>107</u> U.S. Supreme Court Number The Petition for Writ of Certiorari is DENIED. (sc1,) (Entered: 10/25/2007)
12/04/2007	● <u>110</u>	ORDER of USCA as to <u>81</u> Notice of Appeal, filed by Gregory Ackerman, Jack Howard Ackerman, Joyce Ackerman - THE PETITION FOR REHEARING IS DENIED (phil1,) (Entered: 12/05/2007)

12/04/2007	● <u>111</u>	*** STRICKEN *** "PLAINTIFF(S) LEGAL MEMORANDA - EXTRAORDINARY WRIT/MOTION FOR NEW TRIAL" by Plaintiffs Joyce Ackerman, Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A) (kopfl,) Modified on 12/5/2007 to strike per <u>112</u> (dp1,). (Entered: 12/05/2007)
12/05/2007	● <u>112</u>	ORDER STRIKING MOTIONS; SECOND ORDER TO SHOW CAUSE - IT IS ORDERED that Motion <u>111</u> is STRICKEN. It is FURTHER ORDERED that Plaintiffs Greg and Joyce Ackerman appear in person at Courtroom 4, 200 West Second Street, Dayton, Ohio on 12/12/2007 at 01:30 PM before Magistrate Judge Michael R Merz to show cause why they should not be sanctioned. Signed by Judge Michael R Merz on 12/5/07. (dp1) (Entered: 12/05/2007)
12/05/2007	●	(Court only) ***Motions terminated: <u>111</u> MOTION for New Trial filed by Gregory Ackerman, Joyce Ackerman. (dp1) (Entered: 12/05/2007)
12/11/2007	● <u>113</u>	"PLAINTIFF(S) LEGAL MEMORANDA - SHOW CAUSE - RESPONSE / NOTIFICATION" Construed as MOTION to Continue Show Cause Hearing set for 12/12/2007 at 01:30 PM before Chief Magistrate Judge Michael R Merz by Plaintiffs Joyce Ackerman, Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A) (sc1,) (Entered: 12/11/2007)
12/13/2007	●	Notation ORDER finding as moot <u>113</u> Motion to Continue. Signed by Judge Michael R Merz on 12/13/2007. (Merz, Michael) (Entered: 12/13/2007)
12/13/2007	● <u>114</u>	REPORT AND RECOMMENDATIONS - IT IS RESPECTFULLY RECOMMENDED that the Court impose a penalty of \$1,000 upon the Plaintiffs, jointly and severally, to deter frivolous conduct. If monetary sanctions prove insufficient to deter future petitions, the Court should consider invoking its power to jail for contempt of court. Objections to R&R due by 1/3/2007. Signed by Judge Michael R Merz on 12/13/07. (dp1) Modified on 12/14/2007 to edit text (bev1,). (Entered: 12/13/2007)
01/07/2008	● <u>115</u>	STRICKEN 01/08/2008 PER ORDER # <u>117</u> - Plaintiff(s) NOTICE Regarding Objections Precedence by Plaintiffs Joyce Ackerman and Gregory Ackerman (bev1,) Modified on 1/8/2008 (gh1,). (Entered: 01/07/2008)
01/07/2008	● <u>116</u>	STRICKEN 01/08/2008 PER ORDER # <u>117</u> - Plaintiff(s) Amended NOTICE Regarding Objections Precedence by Plaintiffs Joyce Ackerman and Gregory Ackerman (bev1,) Modified on 1/8/2008 (gh1,). (Entered: 01/07/2008)
01/08/2008	● <u>117</u>	ORDER STRIKING OBJECTIONS; SUPPLEMENTAL REPORT AND RECOMMENDATIONS - Plaintiffs "Notice Regarding Objection/Precedence" Doc # <u>114</u> adn Amended Notice Regarding Objections/Precedence Doc # <u>116</u> are untimely and are ORDERED stricken. IT IS AGAIN RESPECTFULLY RECOMMENDED the Plaintiffs be fined \$1,000, jointly and severally, for their violation of Fed.

		R. Civ. P. 11. Signed by Judge Michael R Merz on 01/08/2008. (gh1,) Modified on 1/8/2008 noting mailing via US Mail to Pro Se plaintiffs at the addresses listed on the docket(gh1,). Modified on 1/9/2008 correcting typo (gh1,). (Entered: 01/08/2008)
01/08/2008	● <u>118</u>	Response re <u>116</u> Notice (Other), <u>115</u> Notice (Other) (<i>Defendants' Response to Pro Se Plaintiffs' Objections (Docs. 115, 116)</i>) by Defendant Fortis Benefits Insurance Company. (Newman, Michael) (Entered: 01/08/2008)
01/29/2008	● <u>119</u>	DECISION AND ENTRY ADOPTING INITIAL <u>114</u> AND SUPPLEMENTAL REPORTS AND RECOMMENDATIONS <u>117</u> OF THE UNITED STATES MAGISTRATE JUDGE IN THEIR ENTIRETY;MAGISTRATE JUDGES ORDER STRIKING OBJECTIONS AFFIRMED; JUDGMENT TO ENTER AGAINST PLAINTIFFS IN THE AMOUNT OF \$1,000, JOINTLY AND SEVERALLY, FOR THEIR VIOLATION OF FED. R. CIV. P. 11; TERMINATION ENTRY. Signed by Judge Walter H Rice on 1/29/2008. (sc1,) (Entered: 01/29/2008)
01/29/2008	● <u>120</u>	JUDGMENT in favor of Fortis Benefits Insurance Company against Gregory Ackerman, Jack Howard Ackerman and Joyce Ackerman. Notice of disposal attached. (bev1,) (Entered: 01/30/2008)
01/30/2008	● <u>121</u>	*** STRICKEN *** OBJECTION to <u>117</u> Report and Recommendations by Plaintiffs Joyce Ackerman, Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D) (davisj1,) Modified on 1/31/2008 to strike per <u>122</u> (dp1). (Entered: 01/30/2008)
01/31/2008	● <u>122</u>	ORDER STRIKING OBJECTIONS - The objections, being untimely, are STRICKEN. Signed by Magistrate Judge Michael R Merz on 1/31/08. (dp1) (Entered: 01/31/2008)
02/19/2008	● <u>123</u>	ORDER DENYING PERMISSION TO FILE AND SETTING DATE FOR COMPLIANCE WITH COURT ORDER - Plaintiffs are DENIED permission to file tendered documents. Plaintiffs are ORDERED to tender the amount of the sanctions to the Clerk of this Court not later than 2/29/2008. Signed by Magistrate Judge Michael R Merz on 2/18/08. (dp1) (Entered: 02/19/2008)
02/19/2008	● <u>124</u>	Letter from Plaintiffs Ackerman with pleading and exhibits attached - (Matter addressed in <u>123</u>) (dp1) (Entered: 02/19/2008)

CONSOL, R/R

**U.S. District Court
Southern District of Ohio (Dayton)
CIVIL DOCKET FOR CASE #: 3:04-cv-00033-WHR-MRM
Internal Use Only**

Ackerman et al v. Fortis Inc et al
Assigned to: Walter H Rice
Referred to: Magistrate Judge Michael R Merz
Case in other court: 06-03456
Cause: 28:1441 Petition for Removal

Date Filed: 02/03/2004
Date Terminated: 03/14/2005
Jury Demand: Both
Nature of Suit: 791 Labor: E.R.I.S.A.
Jurisdiction: Federal Question

Plaintiff**Joyce L Ackerman**

represented by **Joyce L Ackerman**
556 Shadowlawn Avenue
Dayton, Oh 45419
PRO SE

Plaintiff**Greg T Ackerman**

represented by **Greg T Ackerman**
556 Shadowlawn Avenue
Dayton, Oh 45419
PRO SE

Plaintiff**Jack H Ackerman**

represented by **Jack H Ackerman**
556 Shadowlawn Avenue
Dayton, Oh 45419
PRO SE

Plaintiff**Freshzone Products Inc**

represented by **Freshzone Products Inc**
556 Shadowlawn Avenue
Dayton, Oh 45419
PRO SE

V.

Defendant**Fortis Inc**

represented by **Michael Wesley Hawkins**
Dinsmore & Shohl - 1
1900 Chemed Center
255 E 5th Street
Cincinnati, OH 45202

513-977-8200
 Email: michael.hawkins@dinslaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

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 Email: pmichael@whf-law.com
ATTORNEY TO BE NOTICED

Defendant

Fortis Benefits Insurance Company

represented by **Michael Wesley Hawkins**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Michael Jay Newman
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Angela Logan Edwards
 (See above for address)
ATTORNEY TO BE NOTICED

Patrick W Michael
 (See above for address)
ATTORNEY TO BE NOTICED






Defendant**Robert B Pollock**

represented by **Michael Wesley Hawkins**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Michael Jay Newman
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Angela Logan Edwards
 (See above for address)
ATTORNEY TO BE NOTICED

Patrick W Michael
 (See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
02/03/2004	 <u>1</u>	NOTICE OF REMOVAL by Defendants Fortis Benefits Insurance Company, Fortis Inc, Robert B Pollock from Montgomery County Common Pleas Court, case number 2003cv9499. (Filing fee \$ 150.00 Receipt No. 318321) (Attachments: # <u>1</u> Exhibit A pg 1-10# <u>2</u> Exhibit A pg 11-22# <u>3</u> Exhibit A pg 23-36# <u>4</u> Exhibit A1 pg 1-2# <u>5</u> Exhibit A1 pg 3-22# <u>6</u> Exhibit A1 Table of Cont pg 1-20# <u>7</u> Exhibit A1 Table of Cont pg 21-31# <u>8</u> Exhibit A1 Long Term Disability Plan pg 1-4# <u>9</u> Exhibit A1 Long Term Disability Plan pg 5-11# <u>10</u> Exhibit B# <u>11</u> Exhibit C# <u>12</u> Exhibit D pg 1-15# <u>13</u> Exhibit D pg 16-33# <u>14</u> Exhibit D pg 34-41# <u>15</u> Exhibit pg 42-43# <u>16</u> Exhibit D pg 44-50# <u>17</u> Exhibit D pg 51-53)(phil,) (Entered: 02/05/2004)
02/03/2004	 <u>2</u>	CORPORATE DISCLOSURE STATEMENT by Defendants Fortis Benefits Insurance Company, Fortis Inc, Robert B Pollock. (phil,) (Entered: 02/05/2004)
02/03/2004	 <u>3</u>	MOTION for Leave to Appear Pro Hac Vice for Atty Patrick W. Michael and Atty Angela Logan Edwards by Defendants Fortis Benefits Insurance Company, Fortis Inc, Robert B Pollock.(100.00 Filing Fee Receipt No. 318322) (Attachments: # <u>1</u> Exhibit 1# <u>2</u> Exhibit 2)(phil,) (Entered: 02/05/2004)
02/06/2004	 <u>4</u>	NOTICE by Defendant Fortis Inc <i>Notice of Filing Notice of Removal</i> (Attachments: # <u>1</u> Exhibit A)(Newman, Michael) (Entered: 02/06/2004)
02/06/2004		NOTATION ORDER granting <u>3</u> Motion for Leave of Atty Patrick W. Michael and Atty Angela Logan Edwards to Appear Pro Hac Vice by Defendants Fortis Benefits Insurance Company, Fortis Inc, Robert B Pollock . Signed by Judge Thomas M Rose on 2/6/04. (rp1,) (Entered: 02/06/2004)

		02/10/2004)
02/06/2004		(Court only) *** Attorney Angela Logan Edwards for Robert B Pollock; Fortis Benefits Insurance Company and Fortis Inc, Patrick W Michael for Robert B Pollock; Fortis Benefits Insurance Company and Fortis Inc added. (rp1,) (Entered: 02/10/2004)
02/09/2004	● <u>5</u>	MOTION to Dismiss <i>Or In The Alternative, To Transfer Case To Judge Walter H. Rice (Proposed Orders Attached)</i> by Defendant Fortis Inc. Responses due by 3/4/2004 (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C)(Newman, Michael) (Entered: 02/09/2004)
02/10/2004	● <u>6</u>	NOTICE by Defendant Fortis Inc <i>Concerning the E-mail Address of Defendants' Counsel Who Appear Pro Hac Vice and Request to Add them to the E-mail Notification List</i> (Newman, Michael) (Entered: 02/10/2004)
02/23/2004	● <u>7</u>	Motion to Strike void of "ERISA" Language to Plaintiffs, Motion to Strike Inconsistent "ERISA" Interpretation, Motion to Remand, Motion for Separate Hearings by Plaintiffs Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C)(phil,) Additional attachment(s) added on 2/25/2004 (phil,). (Entered: 02/25/2004)
03/01/2004	● <u>8</u>	Pro Se MOTION to Dismiss, and/or Join Terminated Case by Plaintiff Greg T Ackerman. Responses due by 3/27/2004 (Attachments: # <u>1</u> Exhibit A, Freshzone Exhibit Listing# <u>2</u> Exhibit A - A# <u>3</u> Exhibit A - B# <u>4</u> Exhibit A - C# <u>5</u> Exhibit A - D# <u>6</u> Exhibit A - E# <u>7</u> Exhibit A - F# <u>8</u> Exhibit A - G Part 1# <u>9</u> Exhibit A - G Part 2# <u>10</u> Exhibit A - H# <u>11</u> Exhibit A - I# <u>12</u> Exhibit A - J# <u>13</u> Exhibit A - K# <u>14</u> Exhibit A - L# <u>15</u> Exhibit A - M)(rp1,) (Entered: 03/03/2004)
03/01/2004	● <u>9</u>	Supplemental Exhibits Supporting re <u>8</u> Pro Se MOTION to Dismiss, and/or Join Terminated Case by Plaintiff Greg T Ackerman - Exhibit B Part 1a. (Attachments: # <u>1</u> Exhibit B Part 1b# <u>2</u> Exhibit B Part 1c# <u>3</u> Exhibit B Part 1d# <u>4</u> Exhibit B Part 2a# <u>5</u> Exhibit B Part 2b# <u>6</u> Exhibit B Part 2c# <u>7</u> Exhibit B Part 2d# <u>8</u> Exhibit B Part 3a# <u>9</u> Exhibit B Part 3b# <u>10</u> Exhibit B Part 3c# <u>11</u> Exhibit B Part 3d# <u>12</u> Exhibit B Part 4a# <u>13</u> Exhibit B Part 4b# <u>14</u> Exhibit B Part 4c)(rp1,) (Entered: 03/03/2004)
03/01/2004	● <u>10</u>	Supplemental Exhibits Supporting re <u>8</u> MOTION to Dismiss MOTION for Joinder, and/or Join Terminated Case, filed by Plaintiffs Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman, Freshzone Products Inc, Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman, Freshzone Products Inc. (Attachments: # <u>1</u> Exhibit Part 2# <u>2</u> Exhibit C - Part 3# <u>3</u> Exhibit C Part 4# <u>4</u> Exhibit C Part 5 - 1# <u>5</u> Exhibit C Pt 5 - 2# <u>6</u> Exhibit C 5 - 3# <u>7</u> Exhibit D)(phil,) (Entered: 03/04/2004)
03/18/2004	● <u>11</u>	RESPONSE in Opposition re <u>7</u> MOTION MOTION to Remand MOTION to Remand MOTION to Strike MOTION to Strike, <u>8</u> MOTION to Dismiss MOTION for Joinder MOTION for Joinder <i>Defendants' Memorandum in Opposition to Pro Se Plaintiffs' Self-Styled Motions (Docs. 7 & 8)</i> filed by Defendants Fortis Inc, Fortis Benefits Insurance Company, Robert B Pollock. (Newman, Michael) (Entered: 03/18/2004)

		03/18/2004)
03/19/2004	<u>12</u>	PER ORDER FILED IN 3:00-CV-277 DOC #50 DECISION AND ENTRY SUSTAINING PLAINTIFFS' <u>47</u> MOTION TO REOPEN MATTER AS AN ERISA ACTION, CONSTRUED BY THIS COURT AS A MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FRCP 60(b)(1) <u>47</u> ; JUDGMENT ENTERED 2/25/03 <u>44</u> VACATED; DIRECTIVE TO PLAINTIFFS TO REPLEAD MATTER AS AN ERISA ACTION IN ACCORDANCE WITH DECISION OF 1/8/03 <u>41</u> , WITHIN CERTIAN PERIOD OF TIME OR SUFFER DISMISSAL FOR WANT OF PROSECUTION; PLAINTIFFS IN CASE NO 3:04-CV-33 JOYCE ACKERMAN, et al., v. FORTIS, INC., et al., DIRECTED TO SHOW CAUSE WITHIN 21 DAYS WHY THAT LITIGATION SHOULD NOT BE DISMISSED AS DUPLICATIVE AND/OR BARRED BY RES JUDICATA AND/OR BY THE LAW OF THE CASE AS A RESULT OF THIS COURT'S PRIOR OPINION IN CASE NO 3:00-CV-277 . Signed by Judge Walter H Rice on 3/19/04. (sc1,) Modified on 3/19/2004 to edit text (sc1,). (Entered: 03/19/2004)
03/26/2004	<u>13</u>	ORDER - Case transferred to Judge Walter H Rice for all further proceedings. Judge Thomas M Rose no longer assigned to case. Signed by Judge Thomas M Rose and Judge Walter Herbert Rice on 3/26/04. (sc,) (Entered: 03/26/2004)
04/01/2004	<u>14</u>	REPLY to Responses to <u>7</u> Motion to Strike void of "ERISA" Language to Plaintiff's, Motion to Strike Inconsistent "ERISA" Interpretation, Motion to Remand, Motion for Separate Hearings and <u>8</u> Pro Se MOTION to Dismiss, and/or Join Terminated Case filed by Plaintiffs Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman. NOTE: Signed by Pro Se Plaintiff Greg T Ackerman ONLY (sc,) (Entered: 04/05/2004)
04/12/2004	<u>15</u>	AMENDED COMPLAINT against Fortis Benefits Insurance Company, Fortis Inc, Robert B Pollock , filed by Plaintiffs Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman.(Signed by Pro Se Plaintiff Greg T Ackerman ONLY) (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B# <u>3</u> Exhibit C# <u>4</u> Exhibit D# <u>5</u> Exhibit # <u>6</u> Exhibit F)(sc,) (Entered: 04/13/2004)
07/16/2004	<u>1</u>	NOTATION ORDERS granting in part and denying in part; case transferred <u>5</u> Motion to Dismiss or in the Alternative, To Transfer, denying <u>7</u> Motion to Motion to Remand, and denying <u>7</u> Motion to Strike . Signed by Judge Walter H Rice on 7/16/04. (ksel,) (Entered: 07/16/2004)
07/26/2004	<u>16</u>	First MOTION to Clarify <i>July 16, 2004 Notation Order</i> by Defendants Fortis Inc, Fortis Benefits Insurance Company, Robert B Pollock. (Newman, Michael) (Entered: 07/26/2004)
08/17/2004	<u>17</u>	ENTRY SUGGESTING FURTHER PROCEEDURES - Pro Se <u>61</u> Motion For Additional Time to Pursue Substitute Counsel for Plaintiff(s) is SUSTAINED (Filed in Case No. 3:00-cv-277). Plaintiffs are to secure seccessor counsel by close of business 8/27/2004. Court should be notified immediately as soon as successor counsel is retained. This Court

		will allow a confidential settlement letter to be submitted to this Court ex parte. Said letter, should it be sent should be sent within ten (10) calendar days of receipt of this entry. Because the Court considers Case No 3:04-cv-33 to be duplicative of Case No 3:00-cv-277, no action will be taken on the former until procedures run their course on the later. Signed by Judge Walter H Rice on 8/16/2004. (sc,) (Entered: 08/17/2004)
08/24/2004	<u>18</u>	NOTIFICATION TO THE COURT - All Plaintiffs Are Pro Se At This Juncture re <u>17</u> ENTRY SUGGESTING FURTHER PROCEDURES by Plaintiffs Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman (sc,) Modified on 8/25/2004 (sc,). (Entered: 08/25/2004)
03/14/2005	<u>19</u>	DECISION AND ENTRY DISMISSING COUNTS 1-6 AS DUPLICATIVE OF CASE NO. 3:00CV277 AND DISMISSING COUNT 7 AS PREEMPTED BY ERISA; JUDGEMENT TO BE ENTERED ON BEHALF OF DEFENDANTS AND AGAINST PLAINTIFFS; TERMINATION ENTRY. Signed by Judge Walter H Rice on 3/14/05. (phil,) (Entered: 03/14/2005)
03/14/2005	<u>20</u>	JUDGMENT in favor of Defendants Fortis Inc et.al, and against Plaintiffs Joyce Ackerman et.al., with Notice of Disposal (phil,) Modified text on 3/15/2005 (rp,). (Entered: 03/14/2005)
04/07/2005	<u>21</u>	MOTION: Plaintiff(s) Request for Clarification of Judgment Pursuant to <u>19</u> Order and <u>20</u> Judgment; Plaintiff(s) Reply to Duplicative Case; Plaintiff(s) Request for Expedition of USC Title 15, Chapter 93 Section 6701,(a),(d-3) per Operation of State Law and Activities Respectively and Plaintiff(s) Request for Expedition of USC Title 15, Chapter 93 Section 6714, by Plaintiffs Joyce L Ackerman, Greg T Ackerman, Jack H Ackerman, Freshzone Products Inc. (Attachments: # <u>1</u> Exhibit A# <u>2</u> Exhibit B)(dp) (Entered: 04/07/2005)
04/18/2005	<u>22</u>	RESPONSE in Opposition re <u>21</u> MOTION to Clarify <u>19</u> Order,, <u>20</u> Judgment (<i>Defendants' Memorandum in Opposition to Document # 21</i>) filed by Defendants Fortis Benefits Insurance Company, Robert B Pollock, Fortis Inc. (Newman, Michael) (Entered: 04/18/2005)
06/07/2005	<u>23</u>	NOTICE OF APPEAL as to <u>19</u> Order,, <u>20</u> Judgment by Plaintiffs Joyce L Ackerman, Greg T Ackerman, Jack H Ackerman. (phil1,) (Entered: 06/07/2005)
06/07/2005	<u>24</u>	Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re <u>23</u> Notice of Appeal (phil1,) Additional attachment(s) added on 6/7/2005 (phil1,). (Entered: 06/07/2005)
07/11/2005	<u>25</u>	Notice of Appeal Filing fee received: \$ 255.00, receipt number 321529 (bev,) Additional attachment(s) added on 7/11/2005 (bev,). Additional attachment(s) added on 7/11/2005 (bev,). (Entered: 07/11/2005)
07/18/2005	<u>26</u>	TRANSCRIPT REQUEST - Unnecessary - by Plaintiff Greg T Ackerman re <u>23</u> Notice of Appeal (mkb,) (Entered: 07/20/2005)
09/26/2005	<u>27</u>	USCA INFORMATION COPY re <u>23</u> Notice of Appeal: Dismissed for

		lack of jurisdiction. (ep,) Modified on 9/28/2005 correction of incorrect document attached (ep1,). Additional attachment(s) added on 9/28/2005 (ep1,). (Entered: 09/26/2005)
01/26/2006	<u>29</u>	MOTION to Reopen and to Dismiss In Part for Lack of Jurisdiction on Non-Erisa Claims and MOTION to Remand In Part to State Court Venue and MOTION To Reset Case for New Trial With the Attorney General For White Collar Crimes of False Claims by Plaintiffs Joyce Ackerman, Gregory Ackerman, Jack Howard Ackerman. Responses due by 2/21/2006 (Attachments: # 1 Exhibit) Note: Exhibts A-G and Appendices A&B ARE VOLUMINOUS - TENDERED MANUALLY AND ON FILE IN THE CLERK'S OFFICE. (Attachments: # 1 Exhibit)(sc1,) (Entered: 02/15/2006)
02/03/2006	<u>28</u>	PRO SE "NOTIFICATION: TITLE CLARIFICATION TO THE COURTS" by Plaintiff Greg T Ackerman (kopfl,) (Entered: 02/06/2006)
03/15/2006	<u>30</u>	(PRO SE) MOTION to Expedite by Plaintiff Greg T Ackerman. (ep1,) (Entered: 03/15/2006)
03/16/2006	<u>31</u>	PLAINTIFF PRO SE MOTION ENTITLED "MOTION TO EXPEDITE: US CODE TITLE 31: SECTION 3730 (CIVIL ACTIONS FOR FALSE CLAIMS) NOTE: INSURANCE AND BANKING WHITE COLLAR CRIMES (FINANCIAL MANAGEMENT)" by Plaintiff Greg T Ackerman. (Attachments: # 1 # 2)(kopfl,) (Entered: 03/17/2006)
03/17/2006	<u>32</u>	DECISION AND ENTRY OVERRULING PLAINTIFF'S MOTION TO REOPEN AND DISMISS IN PART FOR LACK OF JURISDICTION ON NON-ERISA CLAIMS, TO REMAND IN PART TO STATE COURT'S VENUE AND TO RESET CASE FOR NEW TRIAL WITH THE ATTORNEY GENERAL [OF THE UNITED STATES] FOR WHITE COLLAR CRIMES OF FALSE CLAIMS <u>29</u> . Signed by Judge Walter H Rice on 3/15/06. (ep1,) (Entered: 03/17/2006)
03/22/2006	<u>33</u>	NOTIFICATION TO COURT U.S. CODE TITLE 31 SECTION 3730 by Plaintiff Greg T Ackerman (Attachments: # 1 Exhibit A# 2 Exhibit B) (sc1,) (Entered: 03/22/2006)
03/24/2006	<u>34</u>	NOTICE OF APPEAL as to <u>32</u> Order on Motion to Reopen Case, Order on Motion to Remand to State Court, Order on Motion for Miscellaneous Relief, by Plaintiffs Joyce L Ackerman, Greg T Ackerman, Jack H Ackerman, Freshzone Products Inc. Filing fee \$ 255. (ep,) (Entered: 03/24/2006)
03/24/2006	<u>35</u>	Appeal Filing fee: \$ 255, receipt number 332948 (ep,) Additional attachment(s) added on 3/24/2006 (ep,). (Entered: 03/24/2006)
03/24/2006	<u>36</u>	Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re <u>34</u> Notice of Appeal, (ep,) Additional attachment(s) added on 3/24/2006 (ep,). (Entered: 03/24/2006)
03/24/2006	<u>37</u>	NOTICE by Plaintiffs re <u>32</u> Order on Motion to Reopen Case, Order on Motion to Remand to State Court, Order on Motion for Miscellaneous

		Relief, {entitled} NOTIFICATION TO THE COURT OF MAIL OPENED AND LATE, RESPONSE TO COURTS OVERRULING. (Attachments: # <u>1</u> Exhibit A)(ep1,) Modified on 3/27/2006 to reflect correct filing date(phil,). (Entered: 03/27/2006)
03/27/2006	● <u>38</u>	AMENDED NOTICE {entitled} NOTIFICATION TO THE COURT OF MAIL OPENED AND LATE; RESPONSE TO COURTS RULING by Plaintiffs Joyce L Ackerman, Greg T Ackerman, Jack H Ackerman, Freshzone Products Inc re <u>32</u> Order on Motion to Reopen Case, Order on Motion to Remand to State Court, Order on Motion for Miscellaneous Relief. (ep1,) (Entered: 03/28/2006)
04/03/2006	●	USCA Case Number 06-3456 for <u>34</u> Notice of Appeal, filed by Plaintiffs (ep,) (Entered: 04/03/2006)
04/19/2006	● <u>39</u>	NOTICE FROM U.S. SUPREME COURT re <u>23</u> Notice of Appeal: The petition for writ of certiorari was filed 4/10/06 and assigned case # 05-10337. (sc1,) (Entered: 04/19/2006)
06/07/2006	● <u>40</u>	NOTICE from the Supreme Court of the United States, Office of the Clerk - petition for a writ of certiorari is denied (ep1,) (Entered: 06/07/2006)
06/28/2006	● <u>41</u>	(PRO SE) MOTION {entitled} MOTION TO EXPEDITE THE U.S. CODE TITLE 31: SECTION 3730 (CIVIL ACTIONS FOR FALSE CLAIMS) WHITE COLLAR CRIMES (FINANCIAL MANAGEMENT) WAIVER OF SERVICE WITH THE COURT. *Exhibits A, B, and C have been filed manually due to Exhibits are copies of this entire case filed (3:00-cv-00277) by Plaintiff Gregory Ackerman. (ep1,) (Entered: 06/28/2006)
07/28/2006	● <u>42</u>	MOTION for Order to <i>Defendants' Motion to Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Of From Filing New Civil Actions Related To The Facts Of Those Cases, Without First Obtaining Leave Of Court</i> by Defendants Fortis Benefits Insurance Company, Robert B Pollock, Fortis Inc. (Newman, Michael) (Entered: 07/28/2006)
08/01/2006	● <u>43</u>	RESPONSE in Opposition to 42 MOTION for Order to <i>Defendants' Motion to Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Of From Filing New Civil Actions Related To The Facts Of Those Cases, Without First Obtaining Leave Of Court</i> filed by Plaintiff Greg T Ackerman. (sc1,) (Entered: 08/01/2006)
08/09/2006	● <u>44</u>	REPLY to Response to Motion re 42 MOTION for Order to <i>Defendants' Motion to Restrict Pro Se Plaintiffs (Or Anyone Acting In Privy With Them) From Making Future Filings In Cases C-3-00-277 Or C-3-04-033, Of From Filing New Civil Actions Related To The Facts Of Those Cases, Wi (DEFENDANTS' REPLY MEMORANDUM IN SUPPORT OF DOC. # 42)</i> filed by Defendants Fortis Benefits Insurance Company, Robert B Pollock, Fortis Inc. (Newman, Michael) (Entered: 08/09/2006)

08/15/2006	● <u>45</u>	NOTICE from the Supreme Court of the United States, Office of the Clerk <u>39</u> Petition for Rehearing is DENIED. (sc1,) (Entered: 08/15/2006)
08/21/2006	● <u>46</u>	(PRO SE) AMENDED <u>43</u> RESPONSE TO DEFENDANT'S <u>42</u> MOTION, PER LEAVE OF COURT. "CLAIM OF UNCONSTITUTIONALITY" WITH JUDICIAL NOTICE by Plaintiff Greg T Ackerman (sc1,) (Entered: 08/21/2006)
01/09/2007	● <u>47</u>	ORDER of USCA as to <u>34</u> Notice of Appeal, ORDER AFFIRMING DECISION AND ENTRY OVERRULING PLAINTIFF'S MOTION TO REOPEN AND DISMISS IN PART FOR LACK OF JURISDICTION ON NON-ERISA CLAIMS, TO REMAND IN PART TO STATE COURT'S VENUE AND TO RESET CASE FOR NEW TRIAL WITH THE ATTORNEY GENERAL [OF THE UNITED STATES] FOR WHITE COLLAR CRIMES OF FALSE CLAIMS <u>29</u> (ep1,) (Entered: 01/09/2007)
02/02/2007	● <u>48</u>	MOTION Entitled "Claim of Unconstitutionality" Appellant Notification And Requesting Review of Orders by Plaintiff Greg T Ackerman. (sc1,) (Entered: 02/02/2007)
05/09/2007	● <u>49</u>	MANDATE of USCA as to <u>23</u> Notice of Appeal filed by Greg T Ackerman, Joyce L Ackerman, Jack H Ackerman, <u>34</u> Notice of Appeal, filed by Freshzone Products Inc, Greg T Ackerman, Joyce L Ackerman, Jack H Ackerman (ep1,) (Entered: 05/09/2007)
06/04/2007	● <u>50</u>	Response Entitled "Legal Memoranda - Pusaunt to Rule 10.1 ("Claim of Unconstitutionality") for Recall of "Order to Clerk" (filed as Doc. 93 in 3:00-cv-277) by Plaintiff Greg T Ackerman. (Attachments: # <u>1</u> Copy of Order of 5/25/2007# <u>2</u> Exhibit A) (sc1,) (Entered: 06/04/2007)
06/11/2007	● <u>51</u>	CONSOLIDATION ORDER. Case number 3:04-cv-33 is hereby consolidated with Case No. 3:00-cv-277 on the docket of Chief Magistrate Judge Michael R. Merz. Signed by Judge Sharon L Ovington on 6/11/07. (kopfl,) (Entered: 06/11/2007)
06/11/2007	●	Judge Michael R Merz added. Judge Sharon L Ovington no longer assigned to case. (kopfl,) (Entered: 06/11/2007)
06/11/2007	●	**NOTICE - TO ALL COUNSEL, PER CONSOLIDATION ORDER <u>51</u> , THIS CASE IS CONSOLIDATED. NO OTHER DOCUMENTS ARE TO BE FILED IN THIS CASE. ALL FUTURE FILINGS ARE TO BE TENDERED IN 3:00-CV-277. **THANK YOU. (kopfl,) (Entered: 06/11/2007)
06/11/2007	●	(Court only) ***Set/Clear Flags (kopfl,) (Entered: 06/11/2007)
06/29/2007	●	Notation ORDER finding as moot <u>21</u> Motion to Clairfy. Signed by Judge Michael R Merz on 6/29/2007. (Merz, Michael) (Entered: 06/29/2007)
06/29/2007	●	Notation ORDER finding as moot <u>30</u> Motion to Expedite; finding as moot <u>31</u> Motion to Expedite; finding as moot <u>41</u> Motion to Expedite. Signed by Judge Michael R Merz on 6/29/2007. (Merz, Michael)

		(Entered: 06/29/2007)
06/29/2007	●	Notation ORDER finding as moot <u>48</u> Motion. Signed by Judge Michael R Merz on 6/29/2007. (Merz, Michael) (Entered: 06/29/2007)
06/29/2007	● <u>52</u>	DECISION AND ORDER GRANTING IN PART AND DENYING IN PART <u>42</u> DEFENDANTS' MOTION TO PREVENT FURTHER FILINGS BY PLAINTIFFS IN THESE CASES. Signed by Judge Michael R Merz on 6/29/07. (dp1) (Entered: 06/29/2007)
07/06/2007	● <u>53</u>	ORDER TO SHOW CAUSE - This matter is set for a Show Cause Hearing on 7/18/2007 at 09:00 AM in Courtroom 4 before Magistrate Judge Michael R Merz. Plaintiff Greg Ackerman is ordered to appear on that date and time. Signed by Judge Michael R Merz on 7/6/07. Signed by Judge Michael R Merz on 7/6/07. (dp1) (Entered: 07/06/2007)
07/18/2007	● <u>54</u>	Minute Entry for proceedings held before Judge Michael R Merz ON 7/18/2007; Pro Se Plaintiffs Gergg and Joyce Ackerman appeared as ordered to show cause why they should not be sanctioned for continuing to file in closed cases 3:07cv33 and 3:00cv277. Plaintiffs are warned if they persist in filing sanctions will be taken against them. Order to Show Cause is dissolved. (Tape #MRM070718-091958.) (gh1,) (Entered: 07/24/2007)
07/26/2007	● <u>55</u>	NOTICE by Defendants Fortis Benefits Insurance Company, Robert B Pollock, Fortis Inc (<i>Defendants' Notice to the Court Concerning the Second Certiorari Petition Filed by the Pro Se Plaintiffs</i>) (Newman, Michael) (Entered: 07/26/2007)
07/30/2007	● <u>56</u>	NOTICE FROM U.S. SUPREME COURT re <u>34</u> Notice of Appeal, : Assignment of Case # 07-5446 (phil1,) (Entered: 07/31/2007)
12/04/2007	● <u>57</u>	*** STRICKEN *** "PLAINTIFF(S) LEGAL MEMORANDA - EXTRAORDINARY WRIT/MOTION FOR NEW TRIAL" by Plaintiffs Joyce Ackerman, Gregory Ackerman. (Attachments: # <u>1</u> Exhibit A) (kopfl,) Modified on 12/5/2007 to strike per <u>58</u> (dp1). (Entered: 12/05/2007)
12/05/2007	● <u>58</u>	ORDER STRIKING MOTION; SECOND ORDER TO SHOW CAUSE - IT IS ORDERED that Motion <u>57</u> is STRICKEN. IT IS FURTHER ORDERED that Plaintiff Greg and Joyce Ackerman appear in person at Courtroom 4, 200 West Second Street, Dayton, Ohio, at 1:30 p.m. on 12/12/2007 at 01:30 PM before Magistrate Judge Michael R Merz to show cause why they should not be sanctioned. Signed by Judge Michael R Merz on 12/5/07. (dp1) (Entered: 12/05/2007)
12/05/2007	●	(Court only) ***Motions terminated: <u>57</u> MOTION for New Trial filed by Greg T Ackerman, Joyce L Ackerman. (dp1) (Entered: 12/05/2007)
12/11/2007	● <u>59</u>	"PLAINTIFF(S) LEGAL MEMORANDA - SHOW CAUSE - RESPONSE / NOTIFICATION" Construed as MOTION to Continue Show Cause Hearing set for 12/12/2007 at 01:30 PM before Chief Magistrate Judge Michael R Merz by Plaintiffs Joyce L Ackerman, Greg

		T Ackerman. (sc1,) (Entered: 12/11/2007)
12/13/2007	●	Notation ORDER finding as moot <u>59</u> Motion to Continue. Signed by Judge Michael R Merz on 12/13/2007. (Merz, Michael) (Entered: 12/13/2007)
12/13/2007	● <u>60</u>	REPORT AND RECOMMENDATIONS - IT IS RESPECTFULLY RECOMMENDED that the Court impose a penalty of \$1,000 upon the Plaintiffs, jointly and severally, to deter repetition of frivolous conduct. If monetary sanctions prove insufficient to deter future repetitions, the Court should consider invoking its power to jail for contempt of court. Objections to R&R due by 1/3/2007. Signed by Judge Michael R Merz on 12/13/07. (dp1) Modified on 12/14/2007 to edit text (bev1,). (Entered: 12/13/2007)
01/07/2008	● <u>61</u>	STRICKEN 01/08/08 PER ORDER # 63 - Plaintiff(s) NOTICE Regarding Objections Precedence by Plaintiffs Joyce L Ackerman and Greg T Ackerman (bev1,) Modified on 1/8/2008 (gh1,). (Entered: 01/07/2008)
01/07/2008	● <u>62</u>	STRICKEN 01/08/2008 PER ORDER # 63 - Plaintiff(s) Amended NOTICE Regarding Objections Precedence by Plaintiffs Joyce L Ackerman and Greg T Ackerman (bev1,) Modified on 1/8/2008 (gh1,). (Entered: 01/07/2008)
01/08/2008	● <u>63</u>	ORDER STRIKING OBJECTIONS; SUPPLEMENTAL REPORT AND RECOMMENDATIONS - Plaintiffs "Notice Regarding Objection/Precedence" Doc #61 and Amended Notice Regarding Objections/Precedence Doc # 62 are untimely and are ORDERED stricken. IT IS AGAIN RESPECTFULLY RECOMMENDED the Plaintiffs be fined \$1,000, jointly and severally, for their violation of Fed. R. Civ. P. 11. Objections to Supplemental R&R due by 1/28/2008. Signed by Judge Michael R Merz on 01/08/2008. (gh1,) Modified on 1/8/2008 noting Order and NEF mailed via regular US Mail to Pro Se Plaintiffs at the addresses listed on the docket(gh1,). Modified on 1/9/2008 (gh1,). (Entered: 01/08/2008)
01/08/2008	● <u>64</u>	Response re <u>62</u> Notice (Other), <u>61</u> Notice (Other) (<i>Defendants' Response to Pro Se Plaintiffs' Objections (Docs. 61, 62)</i>) by Defendants Fortis Benefits Insurance Company, Robert B Pollock, Fortis Inc. (Newman, Michael) (Entered: 01/08/2008)
01/29/2008	● <u>65</u>	DECISION AND ENTRY ADOPTING INITIAL <u>60</u> (Doc. 114 in 3:00-cv-277) AND SUPPLEMENTAL REPORTS AND RECOMMENDATIONS <u>63</u> (Doc. 117 in 3:00-cv-277) OF THE UNITED STATES MAGISTRATE JUDGE IN THEIR ENTIRETY; MAGISTRATE JUDGES ORDER STRIKING OBJECTIONS AFFIRMED; JUDGMENT TO ENTER AGAINST PLAINTIFFS IN THE AMOUNT OF \$1,000, JOINTLY AND SEVERALLY, FOR THEIR VIOLATION OF FED. R. CIV. P. 11; TERMINATION ENTRY. Signed by Judge Walter H Rice on 1/29/2008. (sc1,) (Entered: 01/29/2008)

01/29/2008	● <u>66</u>	JUDGMENT in favor of Fortis Benefits Insurance Company and Fortis Inc against Greg T Ackerman, Jack H Ackerman, Joyce L Ackerman. Notice of disposal attached. (bev1,) (Entered: 01/30/2008)
01/30/2008	● <u>67</u>	*** STRICKEN *** OBJECTION to <u>63</u> Report and Recommendations by Plaintiffs Joyce L Ackerman, Greg T Ackerman. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D) (davisj1,) Modified on 1/31/2008 to strike per order (dp1). (Entered: 01/30/2008)
01/31/2008	● <u>68</u>	ORDER STRIKING OBJECTIONS - The Objections, being untimely, are hereby stricken. Signed by Magistrate Judge Michael R Merz on 1/31/08. (dp1) (Entered: 01/31/2008)
02/19/2008	● <u>69</u>	ORDER DENYING PERMISSION TO FILE AND SETTING DATE FOR COMPLIANCE WITH COURT ORDER - Plaintiffs are DENIED permission to file the tendered documents. Plaintiffs are ORDERED to tender the amount of the sanctions to the Clerk of this Court not later than 2/29/2008. Signed by Magistrate Judge Michael R Merz on 2/19/08. (dp1) (Entered: 02/19/2008)
02/19/2008	● <u>70</u>	Letter from Plaintiffs Ackerman with pleading and exhibits attached - (Matter addressed in <u>69</u>) (dp1) (Entered: 02/19/2008)