

SUPREME COURT OF OHIO

State ex rel. Nationwide Mutual Insurance v. Henson

96 Ohio St. 3d 33 (Ohio 2002) · Decided July 10, 2002

SUMMARY

The Ohio Supreme Court affirmed dismissal of Nationwide Mutual Insurance Company's requests for writs of prohibition and mandamus against a common pleas judge. The court held that Nationwide had an adequate remedy through ordinary appeal and related enforcement procedures to challenge the trial court's treatment of Hamilton's reformation claim and res judicata defense. Because the trial court did not patently and unambiguously lack jurisdiction, extraordinary relief was unavailable.

CASE DETAILS

COURT	Supreme Court of Ohio
WRITING FOR THE COURT	Moyer, C.J.; Douglas, J.; Resnick, J.; F.E. Sweeney, J.; Pfeifer, J.; Cook, J.; Lundberg Stratton, J.
JURISDICTION	Ohio
DECIDED	July 10, 2002
DISPOSITION	affirmed
PROCEDURAL POSTURE	Nationwide appealed as of right from the Richland County Court of Appeals' dismissal of its complaints seeking writs of prohibition and mandamus against a common pleas judge.
STANDARD OF REVIEW	Whether extraordinary relief in prohibition or mandamus is available when the relator has an adequate remedy in the ordinary course of law and the lower court does not patently and unambiguously lack jurisdiction.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	State ex rel. Nationwide Mutual Insurance v. Judge James D. Henson, Hamilton Insurance Services, Inc., Neil Hamilton

TOPICS

- writ of certiorari
- civil procedure
- appellate procedure
- res judicata
- contracts

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Nationwide was entitled to a writ of prohibition preventing the common pleas court from exercising jurisdiction over Hamilton's reformation claim.
2. Whether Nationwide was entitled to a writ of mandamus compelling the common pleas court to comply with the prior appellate judgments and strike or summarily dismiss Hamilton's reformation action.
3. Whether Nationwide's res judicata defense could support extraordinary relief when it could be raised through an ordinary appeal.
4. Whether oral argument was warranted.

HOLDINGS

1. Neither prohibition nor mandamus will issue when the relator has an adequate remedy in the ordinary course of law, unless the lower court patently and unambiguously lacks jurisdiction.
2. Res judicata does not divest a trial court of jurisdiction to decide whether res judicata applies, and denial of a res judicata defense can be adequately challenged by post-judgment appeal.
3. Nationwide was not entitled to writs of prohibition or mandamus because Judge Henson did not patently and unambiguously lack jurisdiction over Hamilton's reformation claim and Nationwide had an adequate remedy by appeal.
4. Oral argument was not warranted because the case involved neither a matter of great public importance nor complex facts, and the parties' briefs were sufficient.

KEY QUOTATIONS

“Because Judge Henson does not patently and unambiguously lack jurisdiction over Hamilton’s reformation claim, Nationwide is not entitled to the requested extraordinary relief in prohibition and mandamus.” (¶ 13)

FACTUAL BACKGROUND

Nationwide terminated its agency agreement with Hamilton Insurance Services in 1994. Hamilton successfully litigated a breach-of-contract claim in the common pleas court, but the Supreme Court of Ohio later held that the unambiguous agreement permitted termination with or without cause. After remand, Hamilton sought to pursue a reformation claim, and the common pleas court denied Nationwide's motion for summary judgment based on res judicata. Nationwide then sought writs of prohibition and mandamus to stop the reformation action and compel dismissal.

PROCEDURAL HISTORY

Hamilton originally obtained a favorable breach-of-contract judgment against Nationwide, but the Supreme Court of Ohio reversed that judgment in Hamilton I and held that the agency agreement was terminable with or without cause. After remand, Hamilton pursued a reformation claim. Nationwide sought extraordinary relief to prevent the common pleas court from proceeding with that claim and to compel compliance with the prior

appellate judgments. The court of appeals dismissed the complaints because Nationwide had an adequate remedy by appeal, and the Supreme Court of Ohio affirmed.

DISPOSITION

affirmed

CASES CITED

- Hamilton Ins. Serv., Inc. v. Nationwide Ins. Cos. (Jan. 14, 1998), Richland App. Nos. 97-CA-27 and 97-CA-42, 1998 WL 518137
- Hamilton Ins. Serv., Inc. v. Nationwide Ins. Cos., 86 Ohio St. 3d 270, 274-275, 714 N.E.2d 898 (1999)
- Hamilton Ins. Serv., Inc. v. Nationwide Ins. Cos. (Oct. 19, 2000), Richland App. No. 00 CA 18
- State ex rel. Kreps v. Christiansen, 88 Ohio St. 3d 313, 316, 725 N.E.2d 663 (2000)
- State ex rel. Shimko v. McMonagle, 92 Ohio St. 3d 426, 428-429, 751 N.E.2d 472 (2001)
- State ex rel. Whiteside v. Fais, 91 Ohio St. 3d 463, 464, 746 N.E.2d 1113 (2001)
- State ex rel. Miller v. Reed, 87 Ohio St. 3d 159, 160, 718 N.E.2d 428 (1999)
- Heck, 72 Ohio St. 3d 98, 647 N.E.2d 792
- State ex rel. Stark v. Summit Cty. Court of Common Pleas, 31 Ohio St. 3d 324, 31 OBR 599, 511 N.E.2d 115 (1987)
- State ex rel. Cleveland Hts. v. Cuyahoga Metro. Hous. Auth., 50 Ohio St. 3d 47, 553 N.E.2d 249 (1990)
- State ex rel. Shemo v. Mayfield Hts., 93 Ohio St. 3d 1, 4, 752 N.E.2d 854 (2001)
- Hunt v. Westlake City School Dist. Bd. of Edn., 114 Ohio App. 3d 563, 568, 683 N.E.2d 803 (1996)
- State ex rel. Crandall, Pheils & Wisniewski v. DeCessna, 73 Ohio St. 3d 180, 652 N.E.2d 742 (1995)
- State ex rel. Willacy v. Smith, 78 Ohio St. 3d 47, 676 N.E.2d 109 (1997)
- State ex rel. Painesville v. Lake Cty. Bd. of Commrs., 93 Ohio St. 3d 566, 569, 757 N.E.2d 347 (2001)
- State ex rel. Dillery v. Icsman, 92 Ohio St. 3d 312, 318, 750 N.E.2d 156 (2001)