

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

TRICIA RIGSBY FRANATOVICH	*	CIVIL ACTION NO. 2:22-cv-02552
	*	
VERSUS	*	
	*	JUDGE LANCE M. AFRICK
ALLIED TRUST INSURANCE	*	
COMPANY	*	
	*	MAGISTRATE KAREN WELLS ROBY
	*	

MEMORANDUM REGARDING MCCLENNY MOSELEY & ASSOCIATES’
FEBRUARY 13, 2023 SUBMISSION

NOW INTO COURT, through undersigned counsel, comes defendant, Allied Trust Insurance Company (hereinafter “Allied”), who submits this Memorandum Regarding McClenny Moseley & Associates’ February 13, 2023 Submission. This submission includes five (5) Marketing Service Agreements between McClenny Moseley & Associates (“MMA”) and Tort Network LLC dba Velawcity (“Velawcity”). These contracts are dated December 8, 2021, February 5, 2022, May 2, 2022, May 23, 2022 and August 2, 2022. These contracts clearly and unequivocally show that MMA has prepaid Velawcity \$13,938,000.00 for 4,268 “prescreened potential clients.” As will be shown in detail below, this arrangement results in unsolicited text message marketing that pressures a potential client into signing an MMA Attorney Employment Contract prior to any involvement with MMA.

MMA has also revealed that they have sent 856 letters of representation to insurance companies advising that MMA represents the homeowner when it actually has a retention agreement with Apex Roofing and Restoration, LLC. (“Apex”). MMA’s unprecedented bad faith driven intentional practice of misrepresentation and paying for signed contracts must come to an end immediately.

I. MMA CONTINUES ENGAGING IN IMPROPER SOLICITATION USING TEXT MESSAGES REGARDING HURRICANE IDA

A. MMA Continues to Improperly Solicit By Text Message Through Velawcity

In the February 1, 2023 hearing in this matter, this Honorable Court had a detailed discussion with Mr. Huye and Mr. Moseley which is set out on page 66, line 23 through page 76, line 6 of the hearing transcript.¹ The discussion can be summed up succinctly by this exchange:

THE COURT: ...

The question is: Is Velocity, is this advertising firm, operating a website or websites that people navigate through to get to a point where you will reach out to them without telling them that you are associated with that website?

MR. MOSELEY: To my knowledge, no.

(Exhibit 1, Page 69, lines 11-16)

With this answer, Mr. Moseley intentionally attempts to mislead this Honorable Court. At 6:58 p.m. EST on Wednesday, January 25, 2023, undersigned counsel received an unsolicited text message from a phone number identified as “+52 56 3977 9530”. The unsolicited text message states as follows:

You have Hurricane Ian and Ida storm compensation pending, fill out this form
pi4q.com/1PG²

At no point did undersigned counsel take any steps to request this text message from any person or entity. In fact, undersigned counsel could not believe that he received this text message after having alerted the Louisiana Bar about MMA’s improper text message solicitation on August 3, 2022. The unsolicited text message did not identify the sender and did not identify any lawyer or any law firm. There was no location of practice identified, nor was there a Louisiana State Bar

¹ Exhibit 1 - Transcript of Hearing dated February 1, 2023.

² Exhibit 2 – Unsolicited text message received by undersigned counsel January 25, 2023.

Association lawyer advertising filing number supplied. Rather, there was a promise of money made by filling out a certain form at the website that was enabled by the link “pi4q.com/1PG”.

Undersigned counsel clicked on the link which takes you to the website: www.HurricaneDamageLawsuit.com. On the first page of this website, there is no mention of a law firm or attorney involved. Rather there is a series of questions presented to viewer with under the tab “**See if you Qualify for Compensation Get a FREE Case Evaluation**” as indicated below:

← → ↺ hurricanedamagelawsuit.com

Total Injury Help

TIME IS LIMITED TO FILE!

ATTENTION:

If your property was damaged during a Hurricane, you may be entitled to **Significant Compensation**

- Roof Damage
- Broken Doors & Windows
- Vehicle Damage
- Water Damage
- Interior Damage
- Building Foundation
- Uprooted Trees & Gardens
- Decks, Pools & Garages

Insurance Companies are Obligated to Pay their Customers:

Hurricanes over the years have caused millions of dollars of damage to both homes and businesses alike.

Unfortunately, many insurance companies have been delaying payment and in some instances denying payment completely. Ensuring you get what you deserve can be a difficult task. As a result, many insurance companies resort to methods to either reduce your insurance claim or not give you anything at all, such as:

- Claiming damage was not caused by the hurricane
- Delay the claim by stalling communication
- Blame damages on poor maintenance

See if You Qualify for Compensation Get a FREE Case Evaluation

Did you suffer damage to your home or business (even minimal damage) from a hurricane?

Select one

Do you own your home or business?

Select one

Do you have any insurance on your damaged property?

Select one

In what state is your damaged property?

Select one

First Name

Last Name

Email

Phone Number

Briefly describe what happened (optional)

See if I Qualify >

Confidential Review **Secure Site**

Following the 2017 hurricane season, countless homeowners have been denied compensation for damage to their homes and businesses. As a result, many insurance companies resort to methods to either reduce your insurance claim or not give you anything at all, such as: Claiming damage was not caused by the hurricane, Delay the claim by stalling communication, Blame damages on poor maintenance. Unfortunately, many insurance companies have been delaying payment and in some instances denying payment completely. Ensuring you get what you deserve can be a difficult task. As a result, many insurance companies resort to methods to either reduce your insurance claim or not give you anything at all, such as: Claiming damage was not caused by the hurricane, Delay the claim by stalling communication, Blame damages on poor maintenance.

The questions asked on the website are as follows:

- Did you suffer damages or loss to your home or business (even minimal damage) from a hurricane?
- Do you own your home or business?

- Do you have any insurance on your damage property?
- In what state is your damage property?
- First Name;
- Last Name;
- Email;
- Phone Number; and
- Briefly describe what happened (optional)

In order to determine who sent the unsolicited text message, undersigned counsel submitted identifying information via the website late in the evening of January 25, 2023. The next morning at 8:47 a.m. EST, a person who identified himself as “Arnold” called undersigned counsel from phone number (346) 245-6143. The conversation lasted thirteen minutes and twenty-eight seconds (13:28).³ Arnold indicated that he was from an organization called Strategic Litigation Partners and proceeded to ask numerous questions similar to that set forth in the website queries above. Arnold had a difficult command of the English language yet also asked whether undersigned counsel was married; what was the best time and best way to communicate; and, indicated that if the law firm attempted to contact me unsuccessfully three times that I would lose my opportunity to work with them. Arnold made it very clear, at least five times, that he was working on behalf of the “Velawcity” law firm located in Texas.

During this conversation Arnold informed undersigned counsel that he would be sending an email and instructed me to open the email while we were still on the phone. The email came from an address “Hurricane-Ida-Velawcity-MMA@slplegal.com”. The email was received during the telephone conversation at 8:55 a.m. EST. The email states as follows:

³ Exhibit 3 - Google voice call log.

Thank you for your interest in the Hurricane / Storm Litigation. This email has been sent by the Intake Team Member you are speaking with. Please take a moment to review your agreement while you are on the call with us so we can answer any questions and get started on your case.

Please click on the link below to sign your agreement. Once it is completed you will receive a welcome email with more information. Questions? (409) 683-9069 or Hurricane-Ida-Velawcity-MMA@slplegal.com.

<https://useclientconnect.com/GoSignCover.aspx?uid=4567847&e=1&T=1&eid=323435353039323630313233>

Sincerely,
Intake Department
Strategic Litigation Partners, LP
21324 Provincial Blvd.
Katy, Texas 77450⁴

As can be seen by the plain text of the agreement, the email was sent during the phone call and undersigned counsel was asked to “please click on the link below to sign your agreement”. Arnold encouraged undersigned counsel to click on the link. When the link was clicked, a screen pops up indicating “Your document is ready to sign!”⁵ This electronic correspondence asks the potential client to follow three simple steps in order to set up the signing mechanism for the agreement. The next step in the process instructs the reader “Draw your signature” and “Draw your initial.”⁶ Once the reader clicks on the “Continue” button, the reader is provided with a MMA Attorney Employment Contract with instructions to “Click Here to Begin Signing”. At no point in this process was anybody from MMA involved or identified. Upon viewing the contract, undersigned counsel even asked Arnold why was MMA on the contract when Arnold previously stated that he was calling on behalf of the Velawcity law firm. Arnold insisted that he was working on behalf of Velawcity and was unfamiliar with MMA.

⁴ Exhibit 4 – Email dated 1/26/2023 from Hurricane-Ida-Velawcity-MMA@slplegal.com.

⁵ Exhibit 5 – Strategic Litigation Partners Follow 3 Simple Steps.

⁶ Exhibit 6 – Strategic Litigation Partners Signature Page.

B. The Velawcity Contracts Provide for Intake Services that Include Providing MMA's Fee Agreement to Potential Clients

MMA has provided Record Document 54-2 which includes five "Marketing Service Agreements between MMA and Velawcity dated 12/8/2021, 2/5/2022, 5/2/2022, 5/23/2022, and 8/2/2022. In each of these agreements under the heading "**Fees**" the Agreement states as follows:

Law Firm agrees to pre-pay Velawcity a fixed rate of \$3,000.00⁷ for each pre-screened potential client reviewed for law firm and delivered to law firm.⁸

Indeed, each contract contains an "Order Summary" indicating that collectively MMA has paid Velawcity in advance \$13,938,000.00 for 4,268 clients. This unprecedented sum of money clearly demonstrates that MMA is paying Velawcity for more than just leads.⁹ The Velawcity contracts with MMA further provide under the sub-section "**Intake Services**", that Velawcity will provide the pre-screened potential clients with MMA's Attorney Agreement as follows:

Velawcity may, at Law Firm's request, provide pre-screened potential clients with Law Firm's fee agreement but no attorney-client relationship ...¹⁰

The Velawcity agreements answer the question posed by undersigned counsel in Rec. Doc. 31, page 30: "is MMA paying for signed contracts from Velawcity?" MMA is clearly paying for signed contracts from Velawcity as has been set forth above and in Rec. Doc. 31. Considering this has happened up to 4,268 times, MMA should be disbarred. Mr. Huye exhibits bad faith in his direct misrepresentations to this Honorable Court regarding Velawcity as evidenced by the following exchange:

THE COURT: So you're saying that all of your leads are generated by McClenny Moseley directly, or are they generated by Velocity? Are some of them generated by Velocity?

⁷ The "fixed rate" increased to \$3,500.00 as of the May 2, 2022 agreement – Rec. Doc. 54-2, pages 3, 9, 15, 22 and 29.

⁸ Rec. Doc. 54-2, pages 3, 9, 15, 22 and 29.

⁹ Rec. Doc. 54-2, pages 7, 13, 19, 20, 26, 27, 33 and 34.

¹⁰ Rec. Doc. 54-2, pages 3, 9, 15, 22 and 29.

MR. HUYE: Velocity is an advertiser that we pay as a consultant to help us make ____

THE COURT: Do they send you leads?

MR. HUYE: They don't send us leads. No, Judge.

THE COURT: Velocity doesn't send you leads?

MR. HUYE: No, Judge.¹¹

Mr. Huye directly misleads this Honorable Court by stating that Velawcity does not send MMA leads. The only way that Mr. Huye's answer can be interpreted as honest is if Mr. Huye means that instead of leads, Velawcity provides MMA with signed contracts. Either way, Mr. Huye's representations are made in bad faith and only the highest possible sanctions would be appropriate to prevent such misrepresentations from being made in the future. Mr. Mosely also directly misrepresents to this Honorable Court the nature and purpose of Velawcity as follows:

THE COURT: Okay. What is Velocity? What does it do?

MR. HUYE: It's an advertising firm, Judge.

THE COURT: It's an advertising firm. And you all have a contract with them?

MR. HUYE: We do.

THE COURT: What do they do for you?

MR. HUYE: They help us to advertise.

THE COURT: Do they do anything else?

MR. HUYE: They do also help us to manage a call center.

THE COURT: Okay.

MR. HUYE: That ____

THE COURT: So the call center reaches out to people?

¹¹ See Exhibit 1 - Transcript of Hearing dated February 1, 2023, page 75, line 20 through page 76, line 3.

MR. MOSELEY: No, Your Honor.¹²

In this exchange, Mr. Moseley indicates that the call center operated by Velawcity does not reach out to people when it is clear from the information provided above that the call center not only reaches out, but seeks to obtain signed contracts for MMA's benefit.

II. THE LOUISIANA COMMISSIONER OF INSURANCE HAS ISSUED A CEASE AND DESIST ORDER WITH FINDINGS OF WRONGFUL CONDUCT BY MMA AND ITS MANAGING PARTNERS.

On February 17, 2023, the Louisiana Commissioner of Insurance, James J. Donelon, issued a CEASE AND DESIST ORDER directed MMA.¹³ In that Order, Commissioner Donelon sets out multiple findings of fact which include:

1. The LDI has evidence that McClenny Moseley & Associates, PLLC, and its principals, managers and/or partners William Huye, III, John Moseley and James McClenny (collectively referred to herein as "MMA") participated in a fraudulent scheme involving fraudulent insurance acts. (Exhibit 8, page 2)
2. MMA, in connection with a contractual arrangement between MMA and APEX, fraudulently misrepresented to multiple Louisiana insurance companies that MMA had been retained by Louisiana insureds as their attorney and/or legal counsel related to the settlement of hurricane related insurance claims without the knowledge of the insureds MMA purported to represent. (Exhibit 8, page 2)

These findings along with eight additional findings of fact led to the Commissioner's CONCLUSIONS OF LAW which determined:

The Commissioner, based on the facts presented, has found McClenny Moseley & Associates, PLLC, William Huye, III, John Moseley and James McClenny in violation of multiple provisions set out in Title 22, specifically La. R.S. 22:1924(A)(1)(a), and (2)(a) and (c) as defined by La. R.S. 22:1923. Your actions [MMA's] stated above are declared as unfair trade practices under Louisiana Insurance Code, specifically La. R.S. 22:1964 (12) and (13). (Exhibit 8, page 7)

¹² See Exhibit 1 - Transcript of Hearing dated February 1, 2023, page 66, line 23 through page 67, line 12.

¹³ See Exhibit 8 - CEASE AND DESIST ORDER dated February 17, 2023

The findings of the Louisiana Department of Insurance were based in large part upon a review of the transcript of proceedings in this matter and the undersigned counsel's 39-page filing with the court [*see* Rec. Doc. 31]. MMA has been ordered to cease and desist from the activity and violations of law set out in the Order and the Commissioner has commenced additional investigative proceedings. The Commissioner's actions demonstrate that MMA has been engaged in activity rising to such a level that the Louisiana Department of Insurance must begin its own investigation of their activity and has issued an unprecedented cease and desist order to protect the citizens of Louisiana.

III. PAYMENTS TO MMA CLIENTS ARE ENDORSED BY A POWER OF ATTORNEY OR REMAIN UN-NEGOTIATED

Allied has made many payments to MMA on several claims where the payment was not signed by the insured, but by MMA pursuant to an alleged Power of Attorney. Also, many checks issued have gone unnegotiated. Attached as Exhibit 9 are copies of checks issued to MMA and its potential clients. The checks fall within two categories.

- a) The following checks were issued to the insured and MMA but do not have the insured's signature as they were endorsed by MMA under an alleged Power of Attorney:

<u>Check No.</u>	<u>Insured whose name was endorsed by POA</u>
0000133085	Stephen Bertel and Chandre R. Bertel
0000138628	Robert Volante, Jr. and Patrice Volante
0000138629	Robert Volante, Jr. and Patrice Volante
0000127328	Aurelie Currenti & Conner Cavalier

These checks demonstrate the payment was placed into the MMA trust account without the active participation or endorsement of the insured. Consequently, there is no showing the insured is aware of the payment or that funds were ever distributed to the insured.

- b) The following checks were issued to MMA and its clients but remain un-negotiated (Exhibit 9):

<u>Check No.</u>	<u>Date</u>	<u>Allied Insured</u>
0000142623	12/9/22	Aurelie Currenti & Conner Cavalier
0000142624	12/9/22	Aurelie Currenti & Conner Cavalier
0000125126	5/4/22	Ryan McCall
0000136942	9/16/22	Ryan McCall
0000146568	2/10/23	Zachary Saucier
0000132244	7/25/22	Rhonda LeBlanc
0000146720	2/14/23	Kenneth Pruitt
0000146721	2/14/23	Kenneth Pruitt
0000136406	9/12/22	Jan Collins Perronne
00001266195	5/13/22	Shaun Duhe and Abigail Duhe
0000133257	8/5/22	Liezel Latusek
0000137805	9/26/22	Timothy Trahan
0000143672	12/27/22	Elizabeth Wilke
0000135527	9/2/22	Britney Minton

These checks demonstrate that many payments to MMA and its potential clients remain un-negotiated. Uniform Commercial Code § 4-404 provides:

A bank is under no obligation to a customer having a checking account to pay a check, other than a certified check, which is presented more than six months after its date, but it may charge its customer's account for a payment made thereafter in good faith.

The Uniform Commercial Code would cause checks numbered 00001266195 issued on the claim of Shaun Duhe and Abigail Duhe; 0000132244 issued on the claim of Rhonda LeBlanc; and, 0000133257 issued on the claim of Liezel Latusek to be non-payable due the passage of more than 180 days from the date of the check's issuance. All authority mandating prompt payments of claims are made ineffective when the counsel for the insured fails to obtain endorsement and deposit of those payments on a timely basis.

The claim notes on the checks reveal additional information regarding the status of these claims. For example, the note on Check 0000132244 (Exhibit 9) indicates the insured confirmed she was not represented by MMA, but Apex was. Abby Anderson of Apex Roofing was identified

as the insured's point of contact. Allied attempted to obtain a withdrawal of representation from MMA but when there was none received, the payment was issued in July 2022 with MMA as a co-payee. Three months later, a withdrawal of representation was received October 26, 2022. Due to the passage of time, the July payment will likely be declined. These checks show that Allied's efforts to make payments to its insured have been delayed by MMA's handling of the payments with no assurance that the payment subsequently provided to the insureds represented by MMA were ever distributed to the insured.

C. MMA Admits to Misrepresentation on 856 Claims

In Rec. Doc. 54-1, MMA admits to advising insurance companies on 856 matters that MMA represents the homeowner/named insureds when it actually has a retention agreement with Apex. MMA also admits that it received unconditional tenders from insurance companies. This money was undoubtedly deposited into MMA's accounts. As set forth in Rec. Doc. 31, MMA's illegal scheme with Apex was meant to deprive the unsuspecting homeowners of their funds to the unjust enrichment of MMA. MMA's scheme is in clear violation of LRCP Rules 3.1, 4.1(a) and (b), 8.4(a), (b), (c), and (d). MMA originally received notice from undersigned counsel's previous complaint to the Louisiana Bar Association regarding the Caffarels on or about September 15, 2022. Undersigned counsel reminds this Honorable Court that MMA opened the door to discussion about bar complaints in Rec. Doc. 37, page 2. Accordingly, MMA took almost five months to tell the carriers listed in Exhibit C [Rec. Doc 54-1], the truth regarding their representation. Many of these cases are also improperly in the appraisal process and/or funds have been transferred improperly to MMA. Undersigned counsel requests that this Honorable Court require MMA to provide a complete and total accounting of all funds paid by the carriers and received by MMA in

these cases and return all funds to the insurance carriers for reissuance to the named insureds directly.

Mr. Huye also attempts in bad faith to misstate the extent of his firm's improper behavior in the following exchange:

THE COURT: No. This is a false statement to the insurance company. You're making a claim on behalf of a person that you don't represent without her knowledge. Is this the only time you've ever done that?

MR. HUYE: Judge, there have been other instances.

THE COURT: A lot of them.

MR. HUYE: There have been some. Yes, Judge.

THE COURT: How many claims related to Ida have you sent letters of representation to insurance companies on behalf of insureds when, in fact, you actually represent Apex Roofing?

MR. HUYE: There have been several, Judge.

THE COURT: Hundreds?

MR. HUYE: I don't believe hundreds, Judge. I don't have the exact number, but there have been several, Judge.

THE COURT: We're going to get the exact number, and you're going to give me every name of every insured that you have sent a letter of representation to an insurance company for an Ida claim where you didn't represent them.

MR. HUYE: Yes, Judge.¹⁴

Mr. Huye indicates that there have been only several cases in which MMA sent letters of representation to insurance companies on behalf of insureds when, in fact, they actually represented Apex. When this Honorable Court asked the question "Hundreds?" Mr. Huye repeats his allegation that "There have been several, Judge." The definition of "several" in Merriam-

¹⁴ See Exhibit 1 - Transcript of Hearing dated February 1, 2023, page 23, lines 6 through 24.

Webster Dictionary means more than two, but fewer than many.¹⁵ This was also a blatant and intentional bad faith misrepresentation by Mr. Huye, who knew that there were 856 instances of this wrongful conduct.

This is not the first time that Mr. Huye has tried to misrepresent Velawcity's role to the Court. In the case of *Bobby Dyer versus Allied Trust Insurance Company*, Case No. 22-04961, in the Western District of Louisiana, in a hearing on December 28, 2022, Mr. Huye attempted to object to argument about Velawcity in the following exchange:

MR. MONSON: Well, this is an intake survey.

THE COURT: Yeah.

MR. MONSON: This isn't a contemporaneous note taken by a paralegal or anything like that. When you see "Velawcity ID," I think there's a lot of questions that need to be asked because this is the marketing company for which McClenny Moseley has been paying. Velawcity is the reason why McClenny Moseley has 15,000 claims when nobody else has 1,000.

MR. HUYE: I object, Your Honor.

MR. MONSON: So, Your Honor, with that --

THE COURT: Wait. We have an objection I have to rule on. What's your objection?

MR. HUYE: Yes, Your Honor. I think this is irrelevant, baseless, and factually incorrect, and I'm worried that it's misleading the Court because it's based on incorrect information.

THE COURT: Okay. What's your point, Mr. Monson?

MR. MONSON: My point is that --

THE COURT: They didn't do much due diligence. They relied on basically what this Velawcity firm told them and that's how they filed suit?

¹⁵ See <https://www.merriam-webster.com/dictionary/several>; 2b

MR. MONSON: An outside company. What the concern is -- and here's what the concern is, right? The concern is that this contract was obtained by Velawcity, right, and that this law firm paid Velawcity for the contract.

THE COURT: Yeah, which is like a runner essentially. There's an ethical problem there.

MR. MONSON: Correct, which is illegal up and down the block, and that's what the concern is.

THE COURT: Yeah. Every state, every state. You can't do that.

MR. MONSON: And I'll be more than happy to hear counsel's representation of why Velawcity is on this intake form.¹⁶

In this exchange, Mr. Huye objects to any discussion about Velawcity on the grounds that it is “irrelevant, baseless, and factually incorrect, and I’m worried it is misleading the Court because it is based on incorrect information.” In the exchange, undersigned counsel raised the question of whether the law firm paid Velawcity for a contract with Mr. Dyer. Even the question was objected to by Mr. Huye, who was clearly trying to avoid the discussion as it would lead to the clear truth revealed in the Velawcity contracts.

MMA identifies 856 claims in which it represented Apex rather than the homeowner in its Exhibit C [Rec. Doc 54-1, page 5 through 37]. However, Allied has identified two matters, *Geoffrey Young v. Allied Trust Insurance Company*, 2:22-cv-05206; and *Timothy Barouse v. Allied Trust Insurance Company* 2:22-cv-05216, in which MMA represented the insured and Apex was the roofing contractor. In *Young, supra*, MMA invoked appraisal. Photos taken during the inspection include the Apex Roofing agreement. Similarly, in *Barouse, supra*, the claim agent was advised that Apex inspected the subject property and later received a Letter of Representation from MMA on September 29, 2022 with an estimate. Appraisal was invoked October 27, 2022. Neither

¹⁶ Exhibit 7 – Hearing Transcript, *Bobby Dyer versus Allied...* Case No. 22-04961, page 25, line 23 through page 27, line 7.

of these matters appear on the listing of matters identified by MMA in its Exhibit C [Rec. Doc 54-1].

Never before has Louisiana seen such a voluminous systematic violation of the rules of professional conduct to the detriment of the people of Louisiana. In light of such behavior, a monetary fine equal to the amount of MMA's illicit payments to Velawcity, \$13,938,000.00, is appropriate. Further, MMA and its attorneys should be permanently disbarred for their behavior.

WHEREFORE, Allied Trust Insurance Company respectfully submits that all the supporting documents which have been produced and the statements made by MMA led to several inescapable conclusions. MMA, in violation of multiple ethical standards, has created a mechanism to obtain signed retainer agreements from individuals through a third-party for which it paid for each such referral and contract. In many instances the "client" was unaware there was any such agreement. Further, MMA has, on multiple occasions, represented to insurers that MMA represented insureds under their policies when there was no such attorney-client relationship, often leading to disbursement of payments to MMA to the detriment of both the insured and their insurer. Once the truth of such conduct came to the attention of this Honorable Court, MMA has intentionally misrepresented the true nature of their conduct to this Honorable Court.

Allied respectfully submits that MMA should be sanctioned in a manner proportionate to the level of damage caused by its unprecedented conduct and that the personal conduct of the attorneys involved result in disbarment from this Honorable Court.

Respectfully submitted,

/s/ Matthew D. Monson

MATTHEW D. MONSON (25186)

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Mandeville, Louisiana 70471

Telephone: (985) 778-0678

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Matthew@MonsonFirm.com

Counsel for Allied Trust Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 22, 2023, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to CM/ECF participating parties. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the non-CM/ECF participating parties.

/s/ Matthew D. Monson

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF LOUISIANA
3
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5 TRICIA RIGSBY FRANATOVICH * Docket No.: 22-CV-2552
6 versus * c/w 22-CV-4927
7 ALLIED TRUST INSURANCE COMPANY* Section "I"(5)
* * * * * New Orleans, Louisiana
* * * * * February 1, 2023
8

9 TRANSCRIPT OF MOTION HEARING PROCEEDINGS
10 BEFORE THE HONORABLE MICHAEL B. NORTH
11 UNITED STATES MAGISTRATE JUDGE

12 APPEARANCES:

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21 For the Plaintiff: McClenny Moseley & Associates,
22 PLLC
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10
11 Official Court Reporter: Jodi Simcox, RMR, FCRR
12 500 Poydras Street
13 Room HB-275
New Orleans, Louisiana 70130
(504) 589-7780

14
15
16
17 Proceedings recorded by mechanical stenography, transcript
18 produced by computer.
19
20
21
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23
24
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1 rights on this claim were transferred to Apex and we were
2 standing in the shoes.

3 THE COURT: Did she retain your law firm as of
4 May 6th, 2022? Simple question.

5 MR. HUYE: Not directly, Judge.

6 THE COURT: No. This is a false statement to the
7 insurance company. You're making a claim on behalf of a person
8 that you don't represent without her knowledge. Is this the
9 only time you've ever done that?

10 MR. HUYE: Judge, there have been other instances.

11 THE COURT: A lot of them.

12 MR. HUYE: There have been some. Yes, Judge.

13 THE COURT: How many claims related to Ida have you
14 sent letters of representation to insurance companies on behalf
15 of insureds when, in fact, you actually represent Apex Roofing?

16 MR. HUYE: There have been several, Judge.

17 THE COURT: Hundreds?

18 MR. HUYE: I don't believe hundreds, Judge. I don't
19 have the exact number, but there have been several, Judge.

20 THE COURT: We're going to get the exact number, and
21 you're going to give me every name of every insured that you
22 have sent a letter of representation to an insurance company
23 for an Ida claim where you didn't represent them.

24 MR. HUYE: Yes, Judge.

25 THE COURT: Whatever this is, arrangement, scheme,

1 Ms. Franatovich?

2 **MR. RANIER:** Your Honor, I understand you obviously
3 have a very good grip on this. I just want to point out one
4 thing. I appreciate defense counsel agreeing to not oppose the
5 motion to nullify and exclude.

6 Second, just to point out, the contract with
7 Apex Roofing, the scope of the work is just limited to the
8 roof. We just want to make sure that that was pointed out.

9 **THE COURT:** Well, Mr. Ranier, Mr. Huye said that they
10 sent an estimator to your client's house and told her that they
11 were -- they had been sent by MMA.

12 **MR. RANIER:** I'm not aware of that. I haven't seen
13 what estimate they produced, so I don't know anything about
14 that.

15 That's all we have.

16 **THE COURT:** All right. Mr. Huye, I got a couple more
17 questions for you.

18 All right. One of the things Mr. Monson
19 mentioned this Velocity, which I think may have come up in some
20 of the cases in the Western District. Is that -- is that
21 entity involved in any way in this case?

22 **MR. HUYE:** No, Judge.

23 **THE COURT:** Okay. What is Velocity? What does it
24 do?

25 **MR. HUYE:** It's an advertising firm, Judge.

1 THE COURT: It's an advertising firm. And you all
2 have a contract with them?

3 MR. HUYE: We do.

4 THE COURT: What do they do for you?

5 MR. HUYE: They help us to advertise.

6 THE COURT: Do they do anything else?

7 MR. HUYE: They do also help us to manage a call
8 center.

9 THE COURT: Okay.

10 MR. HUYE: That --

11 THE COURT: So the call center reaches out to people?

12 MR. MOSELEY: No, Your Honor.

13 THE COURT: Come on up, Mr. Moseley.

14 MR. MOSELEY: Yeah. So Mr. Monson's made these
15 allegations before. When we did an audit trail, we found that
16 Mr. Monson opted into three different hurricane lawyer websites
17 asking to be text messaged, asking to be sent a contract. I
18 believe he did it not only for his name, his wife's name, I
19 think he did it for his dead mother-in-law's name.

20 THE COURT: When you say asking, is he going to your
21 website and doing that?

22 MR. MOSELEY: He's just white -- any white page law
23 advertising, he's going to every single hurricane attorney and
24 opting in and trying to get a solicitation from them.

25 THE COURT: Okay. So when you say Velocity is doing

1 advertising, do these lawsuits indicate -- I mean, do these
2 websites indicate that they're associated with you?

3 MR. MOSELEY: Yes.

4 THE COURT: Okay. What are some of these websites?
5 If I wanted to go look at a website that Mr. Monson visited to
6 click through to get to you guys, what would they be?

7 MR. MOSELEY: You go to www.mma-plc.com.

8 THE COURT: Not that one. You don't need Velocity to
9 run that website for you. That's your website.

10 What Mr. Monson said in his brief is that there
11 are generically named websites out there that people go to,
12 they indicate that, you know, you may qualify, you can get
13 help, and you click through and you answer certain questions.
14 And what he has said is that at some point, you answer enough
15 questions and you click enough boxes, that it triggers a text
16 message or an e-mail that is sent from MMA to that person, but
17 that that text message or e-mail is the first time that that
18 person knows that your law firm is associated with this
19 website.

20 That's what he said in his brief. Is that true?

21 MR. MOSELEY: I know for a fact that is not true now.
22 Maybe six months ago, a year ago, that could have been true,
23 but I can't say definitively whether or not that's true.

24 THE COURT: Okay. So all the cases you signed up
25 until that got changed -- so that was true at some point, and

1 it's not true anymore; is what you're saying?

2 **MR. MOSELEY:** I don't know if it's true. He's made
3 that allegation several times, including to the state Bar of
4 Louisiana. We're currently researching that. All we were able
5 to find is that a person with his IP address for his house was
6 going in and signing up for every single storm attorney
7 possible.

8 **THE COURT:** No, but that's not my point. Okay.
9 That's up to him to do. He's not your average insurance
10 lawyer. Okay?

11 The question is: Is Velocity, is this
12 advertising firm, operating a website or websites that people
13 navigate through to get to a point where you will reach out to
14 them without telling them that you are associated with that
15 website?

16 **MR. MOSELEY:** To my knowledge, no.

17 **THE COURT:** Has that been the case at some point in
18 the past?

19 **MR. MOSELEY:** I've only seen the allegations that
20 Mr. Monson has put forward.

21 **THE COURT:** All right. So regardless of whether the
22 person who is clicking through this website knows that they are
23 dealing with your firm or any law firm, for that matter, when
24 you send a text message to Mr. Monson and he decides that he
25 wants to sign up with you, what does Velocity get for that?

1 **MR. MOSELEY:** They're paid a marketing budget.

2 **THE COURT:** I'm sorry?

3 **MR. MOSELEY:** They're paid a marketing budget. Like
4 if I want to spend a million dollars on Facebook, if I want to
5 spend a million dollars on TV, if I want to spend a million
6 dollars on radio, they're the ones that get me the --

7 **THE COURT:** Is the budget dependent on how many of
8 those people sign up or how many of these people they present
9 to you as potential clients?

10 **MR. MOSELEY:** No, that money goes to them and they
11 spend it. I could come up with a big fat zero and I would
12 never see a dollar back.

13 **THE COURT:** No. But there's a dollar figure that you
14 pay them. Monthly? Yearly? What is it?

15 **MR. MOSELEY:** It's by my choice. I can enter into a
16 one-month contract, three-month contract, whatever I want.

17 **THE COURT:** And what services are you getting for
18 that money?

19 **MR. MOSELEY:** So they're professionals in negotiating
20 rates. So I don't know how much a Facebook ad costs. That's
21 not what I do. But we hire a company like that that tells me,
22 "Hey, you shouldn't pay more than a dollar a click or 50 cents
23 a click," or whatever it is. So we rely on them to make sure
24 we're not getting screwed over by TV stations or radio
25 stations. They negotiate the buys for us.

1 **THE COURT:** All right. So if they present you -- if
2 this works and you get -- you get 100 people that you send text
3 messages to in a month, and 100 people sign up with your law
4 firm for you to represent them.

5 **MR. MOSELEY:** We would never send an outbound text
6 message to a client if they hadn't requested information or a
7 text message from us.

8 **THE COURT:** From you?

9 **MR. MOSELEY:** Correct.

10 **THE COURT:** Not from some named generic website.
11 That's the whole point.

12 **MR. MOSELEY:** Correct.

13 **THE COURT:** That's unethical. You can't do that.

14 **MR. MOSELEY:** I agree with that.

15 **THE COURT:** I'm trying to -- Mr. Monson is saying
16 that what you all are doing is, in fact, that, that you are
17 reaching out to them as MMA before anyone has told them in
18 these websites that MMA is associated with the website, and
19 you're saying you don't think that's true.

20 **MR. MOSELEY:** I can state with the most certain level
21 of certainty that we do not have a single client that was ever
22 solicited by text message and then signed up with us.

23 **THE COURT:** Wait. Say that again.

24 **MR. MOSELEY:** Like we've never solicited a client via
25 text message on an outbound campaign. We know that's improper.

1 We would never do that.

2 THE COURT: Well, wait. You just did it to him.

3 MR. MOSELEY: No, he reached out to us.

4 MR. MONSON: That's not true.

5 THE COURT: Okay. Hold on. He says he didn't reach
6 out to you. He says he reached out to some disasterclaims.com.
7 How does he know that's you?

8 MR. MOSELEY: I think what he was doing was he was
9 going to every single website he could go to --

10 THE COURT: Okay. Let's say -- let's say it's not
11 him. Let's say it's Ms. Franatovich. Okay.

12 MR. MOSELEY: What I'm saying is --

13 THE COURT: How is she supposed to know that
14 disasterclaims.com is going to wind up with you sending her a
15 text message every day?

16 MR. MOSELEY: That's what I'm saying. Through our
17 audit trail, if he was to send a -- or sign up with a white
18 label page, a law firm marketing page that doesn't have --

19 THE COURT: No. No. No. No. Stop. Stop. I'm
20 talking about the direct solicitation of a person who you say
21 has reached out to you, but may not know that they've reached
22 out to you because your name has not been presented to them.

23 MR. MOSELEY: I know. And if you give me a little
24 leeway, I'll explain.

25 THE COURT: How do they know they are contacting --

1 they are interacting with your law firm?

2 MR. MOSELEY: I'm not saying we've done that. What
3 I'm saying is that I think Monson went to so many websites,
4 he's just assuming that an ad --

5 THE COURT: I don't care about Mr. Monson. Listen to
6 my question. I'm talking about someone else, a generic person,
7 who's looking for help with a hurricane claim and goes to
8 wherever, disasterclaims.com, and clicks through a number of
9 times, boom, boom, Ida, here's my insurance company, boom,
10 boom, do you have a claim? Someone will be in touch with you.

11 MR. MOSELEY: Yes.

12 THE COURT: When are they ever told that that someone
13 is McClenny Moseley & Associates?

14 MR. MOSELEY: I'm saying we haven't done that. And I
15 can assure you that no one was authorized to do on our behalf.
16 The reason I keep on bringing up --

17 THE COURT: Do you all send text messages to people
18 who have reached out through disasterclaims.com?

19 MR. MOSELEY: Not to my knowledge, no.

20 THE COURT: Okay. Give me another website that you
21 use.

22 MR. MOSELEY: I don't know the names of the websites.

23 THE COURT: All right. Velocity -- you're paying
24 Velocity?

25 MR. MOSELEY: Yes.

1 **THE COURT:** What? How much -- how much a year?

2 **MR. MOSELEY:** Website click-ons are not big. Radio
3 is not big. Television is not big. People are only --

4 **THE COURT:** Give me a website that's not
5 mcclennymoseley.com that they're operating where they are
6 advertising and directing people to you through that website.
7 Name one.

8 **MR. MOSELEY:** I do not know a single website.

9 **THE COURT:** What's the website that you mentioned in
10 your brief, Mr. Monson?

11 **MR. MONSON:** Well, the disasterclaims.com. I can
12 tell you another one that just hit me,
13 hurricanedamagelawsuit.com.

14 **THE COURT:** Okay. Are you -- is your firm associated
15 with one of those websites or not?

16 **MR. MOSELEY:** No.

17 **THE COURT:** Then how do you wind up sending people
18 text messages through that website?

19 **MR. MOSELEY:** I don't know if that's true. I can't
20 verify that.

21 **THE COURT:** Well, you don't know that it's not true;
22 right?

23 What triggers you to send a text message to
24 these people? What do you receive that says they've reached
25 out to me?

1 MR. MOSELEY: They would have to fill out a
2 questionnaire on Facebook --

3 THE COURT: Where?

4 MR. MOSELEY: Facebook is the main source of our
5 leads.

6 THE COURT: Where else?

7 MR. MOSELEY: Social is the only thing working right
8 now.

9 THE COURT: The main source of your leads. And what
10 Facebook page would they go to?

11 MR. MOSELEY: I think it's an ad. Like it's not a
12 page.

13 THE COURT: It's an ad?

14 MR. MOSELEY: Yeah.

15 THE COURT: Does it say McClenny
16 Moseley & Associates?

17 MR. MOSELEY: Yes, it's supposed to.

18 THE COURT: Every one of them?

19 MR. MOSELEY: To my knowledge, yes.

20 THE COURT: So you're saying that all of your leads
21 are generated by McClenny Moseley directly, or are they
22 generated by Velocity? Are some of them generated by Velocity?

23 MR. HUYE: Velocity is an advertiser that we pay as a
24 consultant to help us make --

25 THE COURT: Do they send you leads?

1 MR. HUYE: They don't send us leads. No, Judge.

2 THE COURT: Velocity doesn't send you leads?

3 MR. HUYE: No, Judge.

4 THE COURT: Okay. Okay. The last thing I want to
5 ask you all about is -- and you all aren't prepared for this,
6 but this is going to be part of what I ask you all.

7 MR. HUYE: Yes, Judge.

8 THE COURT: I know, Mr. Huye, you have gone 15 rounds
9 with Judge Cain about mass mediations.

10 MR. HUYE: Yes, Judge.

11 THE COURT: I got an e-mail last week that was
12 forwarded to me from our case administrator where you had
13 reached out to --

14 MR. HUYE: Mr. Bonin, I believe, Judge.

15 THE COURT: I'm sorry?

16 MR. HUYE: Mr. Bonin, I believe.

17 THE COURT: Yeah. Asking him if he would be,
18 "Agreeable to schedule multiple claims on the date we select.
19 I recommend we schedule ten."

20 MR. HUYE: Yes, Judge.

21 THE COURT: Okay. I'm just going to tell you what I
22 have told -- what Judge Cain has told you, that's not happening
23 with these claims.

24 MR. HUYE: Judge, if I may --

25 THE COURT: This is -- this is the list of claims

1 THE COURT: All right. Anything else?

2 MR. RANIER: No, Your Honor.

3 THE COURT: Anything else?

4 MR. HUYE: No, Judge.

5 THE COURT: All right. Thank you all.

6 (WHEREUPON, the proceedings were concluded.)

7 *****

8 CERTIFICATE

9 I, Jodi Simcox, RMR, FCRR, Official Court Reporter
10 for the United States District Court, Eastern District of
11 Louisiana, do hereby certify that the foregoing is a true and
12 correct transcript, to the best of my ability and
13 understanding, from the record of the proceedings in the
14 above-entitled and numbered matter.

15

16

17

s/Jodi Simcox, RMR, FCRR
Jodi Simcox, RMR, FCRR
Official Court Reporter

18

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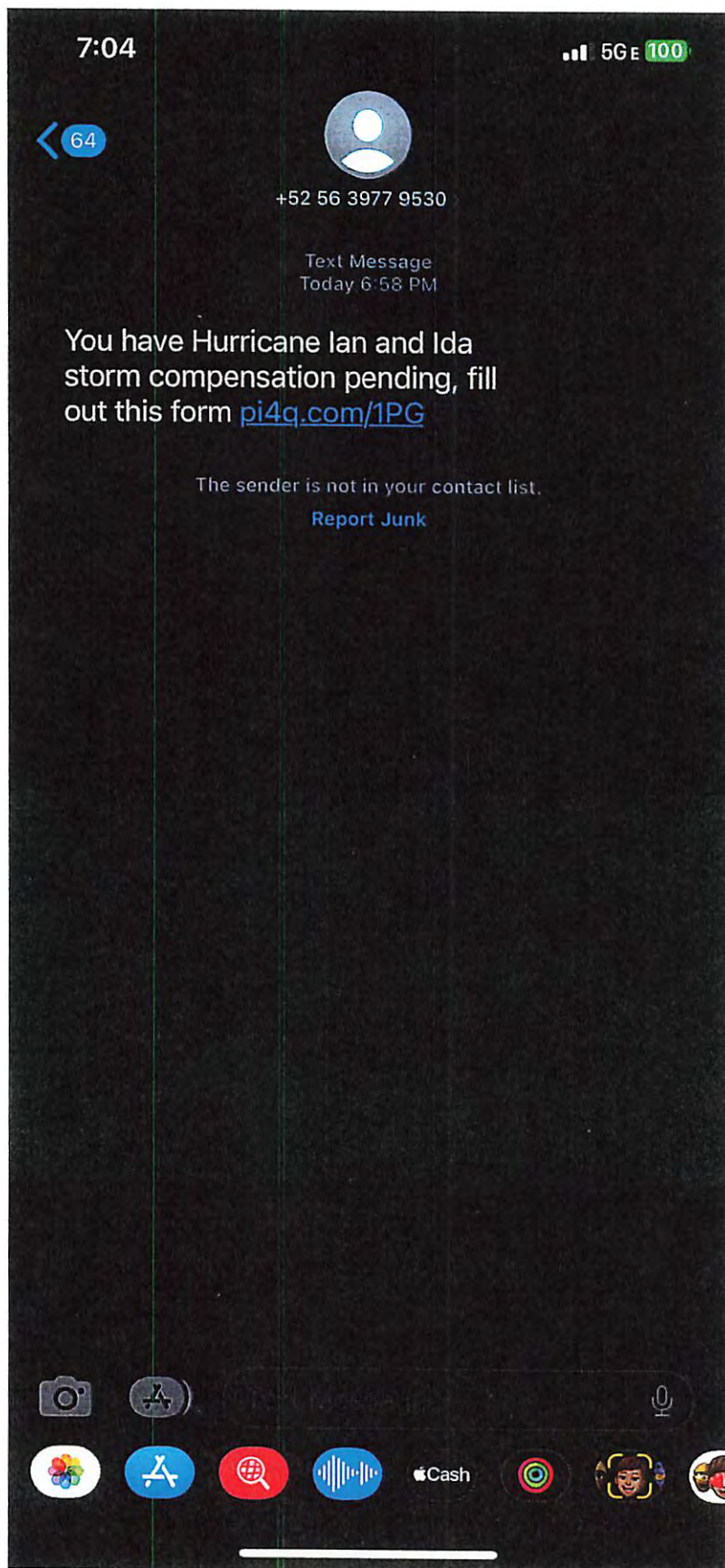


EXHIBIT 2



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(256) 542-0701
Mar 10, 2017



(985) 778-0680
Jan 23, 2017



(281) 205-8935
Oct 18, 2016



(213) 210-2506
Oct 12, 2016



(213) 210-2506
Oct 12, 2016

(346) 245-6143
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Thu, Jan 26, 2023, 8:47 AM

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1

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Hide keypad

EXHIBIT 3

From: Hurricane-Ida-Velawcity-MMA@slplegal.com
To: mdmonson@charter.net
Cc:
Bcc:
Priority: Normal
Date: Thursday January 26 2023 7:55:26AM
Hurricane / Storm Litigation - Agreement Attached

Thank you for your interest in the Hurricane / Storm Litigation. This email has been sent by the Intake Team Member you are speaking with. Please take a moment to review your agreement while you are on the call with us so we can answer any questions and get started on your case.

Please click on the link below to sign your agreement. Once it is completed you will receive a welcome email with more information. Questions? (409) 683-9069 or Hurricane-Ida-Velawcity-MMA@slplegal.com.

<https://useclientconnect.com/GoSignCover.aspx?uid=4567847&e=1&T=1&eid=323435353039323630313233>

Sincerely,
Intake Department
Strategic Litigation Partners, LP
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Katy, Texas 77450

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EXHIBIT 4



Intake Department with Strategic Litigation Partners has sent you a document for e- signature.

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EXHIBIT 5



Draw your signature:

A handwritten signature in blue ink, appearing to read "M. J. M.", is displayed within a rounded rectangular box. A small circular icon with an "X" is located in the top right corner of the box.

Draw your initial:

Handwritten initials "MDM" in blue ink are shown inside a rounded rectangular box. A small circular icon with an "X" is positioned in the top right corner of the box.

Continue

EXHIBIT 6

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

BOBBY DYER,	:	Docket No. 22-04961
	:	
Plaintiff,	:	
vs.	:	December 28, 2022
	:	
ALLIED TRUST INSURANCE COMPANY,	:	
	:	
Defendant.	:	Lafayette, Louisiana

REPORTER'S OFFICIAL TRANSCRIPT OF THE HEARING
BEFORE THE HONORABLE DAVID C. JOSEPH
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR THE PLAINTIFF:	R. WILLIAM HUYE, III McClenny Moseley & Associates 1820 St. Charles Ave., Ste. 110 New Orleans, LA 70130
--------------------	---

FOR THE DEFENDANT:	MATTHEW D. MONSON Monson Law Firm 5 Sanctuary Blvd., Ste. 101 Mandeville, LA 70471
--------------------	---

ALSO PRESENT:	BOBBY DYER (Via Telephone)
---------------	----------------------------

REPORTED BY:	LARAE E. BOURQUE, RMR, CRR Federal Official Court Reporter 800 Lafayette Street, Ste. 3103 Lafayette, LA 70501
--------------	---

P R O C E E D I N G S

(Call to order of the court.)

THE COURT: All right. We are on the record now in 22-cv-4961.

Counsel, please make your appearances.

MR. HUYE: Good morning, Your Honor. William Huye on behalf of Mr. Dyer.

THE COURT: Good morning. Huye or Huye?

MR. HUYE: Huye just like Huey P. Long, just spelled a little different.

THE COURT: Huye. Okay.

MR. MONSON: Good morning. Matthew Monson for Allied Trust Insurance Company. I'd also like to mention that I have my daughter here with me, Jessica Monson. It's her first time in court. So thank you for having her.

THE COURT: Okay. Well, good morning to everybody.

We have a hearing set this morning. Let's see. We had it scheduled last week. Here's a little procedural history.

There was a motion to lift stay, Document Number 8 in the record, filed by Allied Trust Insurance Company, the sole defendant in this matter. I set that motion for hearing on December 21st at 10:00 o'clock a.m. The plaintiff's counsel failed to appear for that hearing. Therefore, I reset the hearing for this morning at 10:00 o'clock on December 28th.

Also set this morning is a motion to show cause why

1 MR. MONSON: Yes, sir.

2 THE COURT: All right. Go ahead.

3 So you're saying you don't know if there's further
4 verbal communications. You didn't ask that question.

5 Now, let me ask you this. Would your client have told
6 you had there been further communications about this particular
7 claim?

8 MR. MONSON: Yes, Your Honor, they would.

9 THE COURT: They would have told you? They would have
10 a recording somewhere of that or some kind of notes in a log
11 about discussions between the claims adjuster and that firm?

12 MR. MONSON: Yes, Your Honor.

13 THE COURT: McClenny Moseley?

14 MR. MONSON: We would have that and we would have
15 presented that to Your Honor. To my understanding, the only
16 conversation or the only communications were what has been
17 submitted to Your Honor already.

18 THE COURT: All right. And you're pretty confident in
19 that?

20 MR. MONSON: Yes, Your Honor.

21 THE COURT: What were you saying about this campaign
22 and stuff like that?

23 MR. MONSON: Well, this is an intake survey.

24 THE COURT: Yeah.

25 MR. MONSON: This isn't a contemporaneous note taken by

1 a paralegal or anything like that. When you see "Velawcity ID,"
2 I think there's a lot of questions that need to be asked because
3 this is the marketing company for which McClenny Moseley has been
4 paying. Velawcity is the reason why McClenny Moseley has 15,000
5 claims when nobody else has 1,000.

6 MR. HUYE: I object, Your Honor.

7 MR. MONSON: So, Your Honor, with that --

8 THE COURT: Wait. We have an objection I have to rule
9 on.

10 What's your objection?

11 MR. HUYE: Yes, Your Honor.

12 I think this is irrelevant, baseless, and factually
13 incorrect, and I'm worried that it's misleading the Court because
14 it's based on incorrect information.

15 THE COURT: Okay. What's your point, Mr. Monson?

16 MR. MONSON: My point is that --

17 THE COURT: They didn't do much due diligence. They
18 relied on basically what this Velawcity firm told them and that's
19 how they filed suit?

20 MR. MONSON: An outside company.

21 What the concern is -- and here's what the concern is,
22 right? The concern is that this contract was obtained by
23 Velawcity, right, and that this law firm paid Velawcity for the
24 contract.

25 THE COURT: Yeah, which is like a runner essentially.

1 There's an ethical problem there.

2 MR. MONSON: Correct, which is illegal up and down the
3 block, and that's what the concern is.

4 THE COURT: Yeah. Every state, every state. You can't
5 do that.

6 MR. MONSON: And I'll be more than happy to hear
7 counsel's representation of why Velawcity is on this intake form.

8 THE COURT: Well, I didn't notice him to talk about
9 that today. I understand you filed -- Mr. Monson, you filed
10 another motion in support of -- in support of your motion to lift
11 stay allegedly, but really discussing why you think there should
12 be sanctions from the Bar or at least from the judges in my court
13 against this law firm, and I am not -- I didn't notice -- I
14 didn't notice plaintiff's counsel about that today. We're not
15 getting into that today.

16 MR. MONSON: I understand.

17 THE COURT: Furthermore, Judge Cain really is managing
18 this hurricane standing order with regard to the hurricane claims
19 and therefore he has the vast majority of these cases under his
20 jurisdiction. To the extent you want to delve into that, I would
21 file a motion asking for exactly what you want with him. He's
22 the one that needs to decide that. Okay?

23 MR. MONSON: Yes, Your Honor.

24 Thank you.

25 THE COURT: I'm only deciding this particular case, and

Certificate

I hereby certify this 4th day of January, 2023, that the foregoing is, to the best of my ability and understanding, a true and correct transcript from the record of proceedings in the above-entitled matter.

/s/ LaRae E. Bourque

Federal Official Court Reporter

February 17, 2023

Article#7022 2410 00026981 3159

Article #7022 2410 0002 6981 3166

Article #7022 2410 0002 6981 3142

Article #7022 2410 0002 6981 3135

Via Email: messages@mma-pllc.com
James@mma-pllc.com
Zach@mma-pllc.com
William@mma-pllc.com

WHEREAS, IT HAS COME TO MY ATTENTION, as Commissioner of Insurance (Commissioner) of the Louisiana Department of Insurance (“LDI” and/or “Department”), that McClenny Moseley & Associates, PLLC, William Huye III, John Moseley and James McClenny, as managing partners and/or members of McClenny Moseley & Associates, PLLC, have violated certain provisions of the Louisiana Insurance Code, Title 22, La. R.S. 22:1 et seq. Accordingly, pursuant to the power and authority vested in me as Commissioner, I issue this Cease and Desist Order, Notice of Wrongful Conduct and Notice of Investigative Proceedings based on the following, to wit:

FINDINGS OF FACT

1.

McClenny Moseley & Associates, PLLC, is a Texas domiciled professional limited liability company, and law firm which represents itself to specialize in insurance claims resulting from natural disasters. McClenny Moseley & Associates, PLLC is registered with the Louisiana Secretary of State with its principal business establishment in Louisiana located at 1820 St. Charles Avenue, Suite 110, New Orleans, LA 70130. Its registered agent is William Huye, by

McClenny, Moseley & Associates, PLLC
William Huye, III, Esq.
John Moseley, Esq.
James McClenny
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appointment dated June 2, 2022, and officers include managing members James McClenny and John Moseley. According to LDI records, McClenny Moseley & Associates, PLLC is not licensed to participate in the business of insurance in any way that a license issued by the LDI is required.

2.

Apex Roofing and Restoration L.L.C. (hereinafter referred to as "APEX") is an Alabama domiciled limited liability company, and Louisiana licensed contractor, representing and marketing itself as a roofing company providing storm restoration services. APEX is registered with the Louisiana Secretary of State with its principal business establishment in Louisiana located at 1 Galleria Blvd, Suite 1900, Metairie, LA 70001. According to LDI records, APEX is not licensed to participate in the business of insurance in any way that a license issued by the LDI is required.

3.

The LDI has evidence that McClenny Moseley & Associates, PLLC, and its principals, managers and/or partners William Huye III, John Moseley and James McClenny (collectively referred to herein as "MMA") participated in a fraudulent scheme involving fraudulent insurance acts.

4.

According to information and evidence now in the possession of the LDI, MMA, in connection with a contractual arrangement between MMA and APEX, fraudulently misrepresented to multiple Louisiana insurance companies that MMA had been retained by Louisiana insureds as their attorney and/or legal counsel related to the settlement of hurricane related insurance claims without the knowledge of the insureds MMA purported to represent.

5.

According to a transcript of the court proceeding held on February 1, 2023, by the United States District Court for the Eastern District of Louisiana, with The Honorable Michael B. North presiding, MMA admitted to having sent letters of representation to insurance companies on behalf of insureds, while MMA did not represent those insureds, but rather represented APEX. During the proceeding, when questioned by the Judge, MMA admitted to filing one lawsuit and settling eleven (11) claims on behalf of insureds without the insureds' knowledge and consent.

6.

Upon the conclusion of the February 1, 2023, Federal Court hearing detailed above, The Honorable Michael B. North ordered MMA, through its counsel of record, William Huye III, to produce comprehensive lists related to specific instances where MMA provided legal representation to Louisiana insureds and also specific instances where MMA misrepresented to Louisiana insurers that they represented insureds when in fact they represented APEX and not the insured.

McClenny, Moseley & Associates, PLLC
William Huye, III, Esq.
John Moseley, Esq.
James McClenny
Cease and Desist Order
Notice of Wrongful Conduct &
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7.

On February 13, 2023, via written responses to Orders issued by the Honorable Michael B. North, MMA admitted to 856 misrepresentations to Louisiana insurers that MMA was retained by the insureds/homeowners, when in fact MMA did not represent those insureds/homeowners relative to claims for payment and benefits under those insurance policies.

8.

In one of the 856 files, wherein MMA admitted to misrepresenting themselves to have been retained by insureds Michael and Holly Caffarel, in relation to a claim for benefits following Hurricane Laura, the LDI has learned via a complaint filed by counsel retained by the Caffarels that the Caffarels only learned of the fraudulent claim representation when Chase Bank, the mortgage holder and listed payee on the insurance proceeds settlement check, endorsed the check for damages sustained from Hurricane Laura and sent the check to the Caffarels.

9.

In a separate admission in response to the Order issued by Judge North following the February 1, 2023 hearing, MMA admitted to the Court that it had settled nine (9) claims while MMA did not represent the insureds connected to those claims.

10.

Transcripts obtained from the LDI of a court proceeding held on December 13, 2022, before the United States District Court for the Western District of Louisiana, with The Honorable James D. Cain, Jr. presiding, revealed that MMA received and deposited a check, dated August 24, 2022, from "Allstate" representing proceeds from an insurance settlement. The settlement check was made payable to MMA, Mel Addlson and Adriana L. Addlson (the insureds/homeowners) and Accord Services, Inc. Accord Services, Inc. is listed as the mortgage holder for the property for which the insurance benefits were claimed on and paid. According to the unrefuted testimony by Kermith Sonnier, the owner of Accord Services, Inc., MMA was never given permission to sign the name of Accord Services, Inc. to the settlement check at issue. Mr. Sonnier further testified that he had never spoken with MMA about the check. Representatives of MMA in the proceeding, and specifically William Huye III, did not refute that MMA deposited and retained settlement proceeds payable to Accord Services, Inc. in the hearing, nearly 6 months following the issuance date of the settlement check. A copy of the check at issue reveals an endorsement negotiation, on behalf of Accord Services, Inc., placed onto the back of the check by MMA.

McClenny, Moseley & Associates, PLLC
William Huye, III, Esq.
John Moseley, Esq.
James McClenny
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APPLICABLE LAW

11.

§2. Insurance regulated in the public interest

A. (1) Insurance is an industry affected with the public interest and it is the purpose of this Code to regulate that industry in all its phases....[I]t shall be the duty of the commissioner of insurance to administer the provisions of this Code.

§18. Suspension or revocation of insurer's licenses; fines; orders

A. The commissioner of insurance may, as a penalty, in accordance with R.S. 49:961, refuse to renew, or may suspend, or revoke the certificate of authority or license of an insurer, person, or entity violating any of the provisions of this Code, or in lieu of suspension or revocation of a certificate or license duly issued, the commissioner may levy a fine not to exceed one thousand dollars for each violation per insurer, person, or entity, up to one hundred thousand dollars aggregate for all violations in a calendar year per insurer, person, or entity, when such violations warrant the refusal, suspension, or revocation of such certificate or license, or the imposition of the fine. The commissioner is also authorized to order any insurer, person, or entity to cease and desist any such action that violates any provision of this code.

La. R.S. 22:1923 maintains in pertinent part:

§ 1923. Definitions

(2) "Fraudulent insurance act" shall include but not be limited to acts or omissions committed by any person who, knowingly and with intent to defraud:

(a) Presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, reinsurer, purported insurer or reinsurer, producer, or any agent thereof, any oral or written statement which he knows to contain materially false information as part of, or in support of, or denial of, or concerning any fact material to or conceals any information concerning any fact material to the following:

(iii) A claim for payment or benefit pursuant to any insurance policy.

(d) Diverts, attempts to divert, or conspires to divert funds of an insurer, reinsurer, or other entity regulated under the laws of this state, or other persons in connection with:

(ii) The conduct of business activities by an insurer, reinsurer, or other entity regulated by the insurance laws of this state.

(m) Receives money or any other thing of value from any person, firm, or entity as a means of compensation for the acts of solicitation or criminal conspiracy done for the purpose

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John Moseley, Esq.
James McClonny
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of executing a scheme or artifice to defraud a person.

La. R.S. 22:1924 maintains in pertinent part:

§ 1924 Prohibited activities and sanctions

- A. (1) (a) Any person who, with the intent to injure, defraud, or deceive any insurance company, or the Department of Insurance, or any insured or other party in interest, or any third-party claimant commits any of the acts specified in Paragraph (2) or (3) of this Subsection is guilty of a felony and shall be subjected to a term of imprisonment, with or without hard labor, not to exceed five years, or a fine not to exceed five thousand dollars, or both, on each count.

(b) In addition to the criminal penalties provided in Subparagraph (a) of this Paragraph, the defendant shall make payment of restitution to the victim or victim company of any insurance payments to the defendant that the court determines were not owed and the costs incurred by the victim or victim company associated with the evaluation and defense of the fraudulent claim, including but not limited to the investigative costs, attorney fees, and court costs. However, if the amount of the benefit that is the subject of the criminal act does not exceed one thousand dollars, the term of imprisonment shall not exceed six months, and any fine shall not exceed one thousand dollars on each count.

(2) The following acts shall be punishable as provided in Paragraph (1) of this Subsection:

- (a) Committing any fraudulent insurance act as defined in R.S. 22:1923.
- (c) Assisting, abetting, soliciting, or conspiring with another to prepare or make any written or oral statement that is intended to be presented to any insurance company, insured, the Department of Insurance, or other party in interest or third-party claimant in connection with, or in support of or denial, or any claim for payment of other benefit pursuant to an insurance policy, knowing that such statement contains any false, incomplete, or fraudulent information, concerning any fact or thing material to such claim or insurance policy.

La. R.S. 22:1963 maintains in pertinent part:

§1963. Unfair methods and unfair or deceptive acts and practices prohibited

No person shall engage in this state in any trade practice which is defined in this Part to be an unfair method of competition or an unfair or deceptive act or practice in the conduct of the business of insurance, including unauthorized insurance as provided in R.S. 22:1902 et seq. or the failure to maintain professional liability insurance, if such coverage is required pursuant to R.S. 22:1570.1.

McClenny, Moseley & Associates, PLLC
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La. R.S. 22:1964 maintains in pertinent part:

§ 1964. Methods, acts, and practices which are defined as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(12) Any violation of any prohibitory law of this state.

(13) Fraudulent insurance act. A fraudulent insurance act is one committed by a person who knowingly and with intent to defraud presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, producer, or any agent thereof, any written statement as part of, or in support of, or in opposition to an application for the issuance of, or the rating of an insurance policy for commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which he knows to contain materially false information concerning any fact material thereto; or conceal for the purpose of misleading information concerning any fact material thereto.

§1967. Power of commissioner of insurance

The commissioner of insurance shall have power to examine and investigate the affairs of every person engaged in the business of insurance, including violations of R.S. 22:1902 et seq., in order to determine whether such person has been or is engaged in any unfair method of competition or in any unfair or deceptive act or practice prohibited by this Part.

§1968. Notice of hearing

Whenever the commissioner shall have reason to believe that any person has been engaged or is engaging in this state in any unfair trade practice as defined in this Code, whether or not defined in this Part, the commissioner shall issue a notice of wrongful conduct to said person in accordance and compliance with R.S. 49:961 describing the unfair trade practice and citing the law which is deemed by the commissioner to be violated.

La. R.S. 22:1969 maintains in pertinent part:

§1969. Violations, penalties

- A. If, after receiving the person's answer or response or if no answer or response is received within twenty days of receipt of mailing, faxing, or delivery of the notice, the commissioner shall determine that the person charged has engaged in an unfair method of competition or an unfair or deceptive act or practice, the commissioner shall reduce his findings to writing and shall issue and cause to be served upon the person charged with the violation a copy of such findings and an order requiring such person to cease and desist from

McClenny, Moseley & Associates, PLLC
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engaging in such method of competition, act, or practice and order any one or more of the following:

(1) Payment of a monetary penalty of not more than one thousand dollars for each and every act or violation, but not to exceed an aggregate penalty of one hundred thousand dollars unless the person knew or reasonably should have known he was in violation of this Part, in which case the penalty shall be not more than twenty-five thousand dollars for each and every act or violation, but not to exceed an aggregate penalty of five hundred thousand dollars in any six-month period

(2) Suspension or revocation of the license of the person if he knew or reasonably should have known he was in violation of this Part.

CONCLUSIONS OF LAW

12.

The Commissioner, based on the facts presented, has found McClenny Moseley & Associates, PLLC, William Huye III, John Moseley and James McClenny in violation of multiple provisions set out in Title 22, specifically La. R.S. 22:1924(A)(1)(a), and (2)(a) and (c) as defined by La. R.S. 22:1923. Your actions stated above are declared as unfair trade practices under Louisiana Insurance Code, specifically La. R.S. 22:1964 (12) and (13).

13.

COMMISSIONER'S ACTION

As a result of the investigation and documentation in possession of the LDI, and in accordance with La. R.S. 22:18, the LDI has determined that emergency action is required to protect the public health, safety, and welfare, and the Louisiana Commissioner of Insurance hereby orders McClenny, Moseley & Associates, PLLC, including its members, agents, employees, assignees and representatives, and William Huye, III, John Moseley and James McClenny to **CEASE AND DESIST** from the activity and the violations of law stated above.

14.

NOTICE OF INVESTIGATIVE PROCEEDINGS:

Pursuant to La. R.S. 22:1967, La. R.S. 22:1921, and La. R.S. 22:2198 investigative proceedings have been instituted against you relating to the regulation and prevention of administrative or civil violations of the insurance laws of this State.

McClenney, Moseley & Associates, PLLC
William Huye, III, Esq.
John Moseley, Esq.
James McClenny
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15.

NOTICE OF WRONGFUL CONDUCT

Your actions, described above, are declared as unfair trade practices under La. R.S. 22:1964. The Commissioner of Insurance proposes to take further regulatory action against you, McClenney, Moseley & Associates PLLC, William Huye, III, John Moseley and James McClenny, in accordance with La. R.S. 22:1969.

16.

YOUR ACTION

Prior to the Commissioner instituting the further proposed action under La. R.S. 22:1969, La. R.S. 49:977.3 (formerly La. R.S. 49:961) requires that you be given the opportunity to show cause, in the manner specified in these notices, as to why regulatory action should not be taken. To prevent the Commissioner from instituting the proposed action(s) you must explain how the activities alleged above were lawful and in compliance with the Insurance Code and show cause as to why the Commissioner should not take the action outlined above. **You are ordered to submit your written explanation and any evidence showing your compliance with the Insurance Code no later than twenty (20) days from the date of this letter.** Following our receipt and review of your submission you will be notified of our position with regard to the proposed action. Your failure to submit an explanation as ordered will result in the immediate commencement of administrative action against your license and/or certificate of authority.

17.

Be advised that this constitutes an administrative action and that it will be reported to the National Insurance Producer Registry (NIPR). Be further advised that all actions taken on licenses, in accordance with La. R.S. 49:977.3 (formerly La. R.S. 49:961) and Regulation 120, shall take effect ten (10) calendar days from the date of issuance of the notice of regulatory action, unless otherwise provided in Title 22, and that cease and desist orders and summary suspension actions take effect immediately upon issuance. Please also take note that you may need to report this administrative action to other states in which you hold an active license. Contact that state's insurance department if you are unsure of the requirements.

Pursuant to La. R.S. 22:2191(A)(2), any person aggrieved by an act of the Commissioner may request a hearing. You must make a written demand for an appeal within thirty (30) days from the date of this notice. Failure to file a written demand for an appeal within thirty (30) days from this notice will preclude your right to an administrative hearing.

Pursuant to La. R.S. 22:2191(B), your written demand for an appeal (1) shall reference the particular sections of the statutes and rules involved; (2) shall provide a short and plain statement of the matters asserted for review; and (3) shall attach a copy of the order or decision that you

McClenney, Moseley & Associates, PLLC
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John Moseley, Esq.
James McClenney
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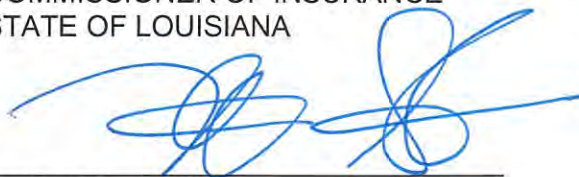
are appealing. Appealing this notice does not stay the action of the Commissioner of Insurance. Pursuant to La. R.S. 22:2204, you must request and be granted a stay of this action by the Division of Administrative Law. Your request for a stay may be included in your appeal. Your written demand for an appeal shall be filed with the Louisiana Department of Insurance at the addresses below:

Louisiana Department of Insurance
Attn: J. David Caldwell, Executive Counsel
P.O. Box 94214
Baton Rouge, LA 70804-9214
Telephone: (225) 342-4673
Fax: (225) 342-1632

File in Person at:
1702 N. Third Street
Baton Rouge, LA 70802

Signed in Baton Rouge, Louisiana this 17th day of February 2023.

JAMES J. DONELON
COMMISSIONER OF INSURANCE
STATE OF LOUISIANA



BY:

Nathan Strebeck
Deputy Commissioner
Office of Insurance Fraud
Louisiana Department of Insurance
Telephone: (225) 219 5819

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William Huye, III, Esq.
John Moseley, Esq.
James McClenny
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon McClenny, Moseley & Associates, PLLC, William Huye, III, John Moseley, and James McClenny by mailing a copy thereof properly addressed with postage prepaid, this 17th of February 2023.


Printed Name


Signature

ABA Number	084201278
Account Number	1121379919
Serial Number	0000133085
Amount	\$19,375.84
Paid Date	08/16/2022

Front

Back

[illegible]

Insured's contractor advised Apex Roofing had the insured sign a retainer with MMA, after which MMA and Apex became unresponsive.

Image Report



ABA Number 084201278
Account Number 1121379919
Serial Number 0000138628
Amount \$12,641.89
Paid Date 10/13/2022

Front

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tulpeo MS 38802-0789

NO. 0000138628
68-1051011

DATE 10/07/2022 **AMOUNT** \$*****12,641.89

PAY: Twelve thousand six hundred forty-one dollars and 89/100

TO THE ORDER OF ROBERT VOLANTE JR and PATRICE VOLANTE and McClenny Moselay & Assoc
1415 Louisiana St., #2900
Houston, TX 77002

N/A 12214943-WH

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0000138628⑈ ⑈084201278⑈ ⑈1121379919⑈

Back

UNCOMMON CHECK HABITS
X FOR DEPOSIT ONLY
#1 Checkbook Bank, Money Order, Money Order, etc.

AS POA for

DEPOSIT ONLY

FOR DEPOSIT ONLY

Acct# *****5571
2022-10-13
0886119360

Security Features: Result of check simulation:
• Micro-Printing: Serial # in border of check and endorsement area appear blurred if copied or scanned.
• Watermark: Apple (watermark on back, held at an angle to show)
• Colored Background: Visible by protection.

CLAIM # 2214241 - Not on Exhibit List; withdrawal of representation received from MMA 01/12/2023.

Insured's contractor advised Apex Roofing had the insured sign a retainer with MMA, after which MMA and Apex became unresponsive. Image Report



ABA Number 084201278
 Account Number 1121379919
 Serial Number 0000138629
 Amount \$1,040.16
 Paid Date 10/14/2022

Front

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE SCROLL

ALLIED TRUST INSURANCE COMPANY
 4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38602-0788

NO. 0000138629
 88-105/1011

DATE 10/07/2022 AMOUNT \$*****1,040.16

PAY: One thousand forty dollars and 16/100

TO THE ORDER OF ROBERT VOLANTE JR and PATRICE VOLANTE and McClenny Moseley & Assoc
 1415 Louisiana St, #2900
 Houston, TX 77002

N/A 12214943-04H

SECURITY FEATURES INCLUDED, DETAILS ON BACK

AUTHORIZED SIGNATURE

0000138629 1084201278 1121379919

Back

FOR DEPOSIT ONLY

DO NOT WRITE, SIGN, OR STAMP BELOW THIS LINE

DEPOSIT ONLY

111907490<
 2022-10-13
 0886122609

AS P.D.A. for

Robert Volante Jr

Patrice Volante

McClenny Moseley & Assoc

1415 Louisiana St, #2900
 Houston, TX 77002

Security Features: Reverse of check, watermark, color, microprinting, and endpaper, all of which meet and/or exceed industry guidelines.

Small type in border of check and endpaper, all of which are blurred or obscured.

Artificial watermark on back, held at an angle to view.

Color Background

Void by production.

Image Report



ABA Number 084201278
Account Number 1121379919
Serial Number 0000127328
Amount \$420.00
Paid Date 06/02/2022

Front

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tupelo MS 38602-0769

NO. 0000127328
88-105/011

DATE 05/26/2022 AMOUNT \$****420.00

PAY: Four hundred twenty dollars and 00/100

TO THE ORDER OF Aurelie Currenti & Connor Cavalier and McClenny Moseley
1415 Louisiana Street Suite 2900
Houston, TX 77002

251914

SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

0000127328 111907490< 1121379919

Back

Listed below are the security features provided on this document which must appear on every security feature:

Security Features:

- Micro-Perforating
- Watermark
- Heat Sensitive Logo
- Colored Background
- Fluorescent Fibers

Results of Check:

- Small type in border of check and endorsement area appears blurred if copied or scanned.
- Hold at an angle to view. Watermark will turn yellow under ultraviolet light.
- Looks will disappear when copied or with normal body heat.
- Visible only under ultraviolet light. Cannot be photocopied or scanned.

ENDORSE CHECK HERE

FOR DEPOSIT ONLY

CHECK HERE FOR REMOTE DEPOSIT

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

111907490< 1121379919

2022-06-02 0886907026

0886907026 2022-06-02 0886907026

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000142623
 88-105/1011

CLAIM # 21114691 - Check remains outstanding.


DATE
 12/09/2022


AMOUNT
 \$*****7,766.51

PAY: Seven thousand seven hundred sixty-six dollars and 51/100

TO THE
 ORDER OF

Aurelie Currenti & Connor Cavalier and McClenny Moseley & Assoc and
 PHH MORTGAGE SERVICES
 1415 Louisiana St., #2900
 Houston, TX 77002





 AUTHORIZED SIGNATURE

⑈0000142623⑈ ⑆084201278⑆ 1121379919⑈

NO. 0000142623

Policy ID: 760135

Claimant Number: 1

Claim Number: 21114691

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: Aurelie Currenti & Connor Cavalier and McClenny Moseley & Assoc and PHH MORTGAGE SERVICES

Check Date: 12/09/2022

Check Amount: \$7,766.51

Transaction Remarks: Appraisal Award payment ACV due

NO. 0000142623

Policy ID: 760135

Claimant Number: 1

Claim Number: 21114691

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: Aurelie Currenti & Connor Cavalier and McClenny Moseley & Assoc and PHH MORTGAGE SERVICES

Check Date: 12/09/2022

Check Amount: \$7,766.51

Transaction Remarks: Appraisal Award payment ACV due

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000142624
 88-105/1011

CLAIM # 21114691 - Check remains outstanding.


DATE
 12/09/2022


AMOUNT
 \$*****4,096.35

PAY: Four thousand ninety-six dollars and 35/100

TO THE
 ORDER OF

Aurelie Currenti & Connor Cavalier and PHH MORTGAGE SERVICES
 and McClenny Moseley & Assoc
 1415 Louisiana St., #2900
 Houston, TX 77002




 AUTHORIZED SIGNATURE

⑈0000142624⑈ ⑆084201278⑆ 1121379919⑈

NO. 0000142624

Policy ID: 760135

Claimant Number: 1

Claim Number: 21114691

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: Aurelie Currenti & Connor Cavalier and PHH MORTGAGE SERVICES and McClenny Moseley & Assoc

Check Date: 12/09/2022

Check Amount: \$4,096.35

Transaction Remarks: Appraisal Award payment ACV

NO. 0000142624

Policy ID: 760135

Claimant Number: 1

Claim Number: 21114691

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: Aurelie Currenti & Connor Cavalier and PHH MORTGAGE SERVICES and McClenny Moseley & Assoc

Check Date: 12/09/2022

Check Amount: \$4,096.35

Transaction Remarks: Appraisal Award payment ACV

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tupelo MS 38802-0789

NO. 0000125126
88-105/1011


DATE
05/04/2022


AMOUNT
\$*****12,011.76

PAY: Twelve thousand eleven dollars and 76/100

TO THE
ORDER OF

RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and
McClenny Moseley & Associates PLLC
1415 Louisiana Street Suite 2900
Houston, TX 77002





AUTHORIZED SIGNATURE

⑈0000125126⑈ ⑆111901056⑆ 1121379919⑈

CLAIM # 2211607 - No. 388 of Exhibit C / No. 523 of Exhibit D - Check remains outstanding.

NO. 0000125126

Policy ID: 793137

Claimant Number: 1

Claim Number: 2211607

Loss Date: 12/06/2021

Cause of Loss: Hail

Payee: RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and McClenny Moseley & Associates PLLC

Check Date: 05/04/2022

Check Amount: \$12,011.76

Transaction Remarks: COV A dwelling

NO. 0000125126

Policy ID: 793137

Claimant Number: 1

Claim Number: 2211607

Loss Date: 12/06/2021

Cause of Loss: Hail

Payee: RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and McClenny Moseley & Associates PLLC

Check Date: 05/04/2022

Check Amount: \$12,011.76

Transaction Remarks: COV A dwelling

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tupelo MS 38802-0789

NO. 0000136942
88-105/1011


DATE
09/16/2022


AMOUNT
\$*****6,357.80

PAY: Six thousand three hundred fifty-seven dollars and 80/100

TO THE
ORDER OF

RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and
McClenny Moseley & Associates, PLLC
1415 Louisiana Street Suite 2900
Houston, TX 77002





AUTHORIZED SIGNATURE

⑈0000136942⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2211607 - No. 388 of Exhibit C / No. 523 of Exhibit D - Check remains outstanding.

NO. 0000136942

Policy ID: 793137

Claimant Number: 1

Claim Number: 2211607

Loss Date: 12/06/2021

Cause of Loss: Hail

Payee: RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and McClenny Moseley & Associates, PLLC

Check Date: 09/16/2022

Check Amount: \$6,357.80

Transaction Remarks: Appraisal Award

NO. 0000136942

Policy ID: 793137

Claimant Number: 1

Claim Number: 2211607

Loss Date: 12/06/2021

Cause of Loss: Hail

Payee: RYAN MCCALL and NATIONSTAR MORTGAGE LLC ISAOA ATIMA and McClenny Moseley & Associates, PLLC

Check Date: 09/16/2022

Check Amount: \$6,357.80

Transaction Remarks: Appraisal Award

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tupelo MS 38802-0789



NO. 0000146568
88-105/1011

DATE
02/10/2023

AMOUNT
\$*****4,487.10

PAY: Four thousand four hundred eighty-seven dollars and 10/100

TO THE ORDER OF ZACHARY SAUCIER and McClenny Moseley & Assoc
1415 Louisiana St., #2900
Houston, TX 77002



AUTHORIZED SIGNATURE

⑈0000146568⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2212046 - No. 519 of Exhibit C / No. 702 of Exhibit D - Check remains outstanding.

NO. 0000146568

Policy ID: 848524

Claimant Number: 1

Claim Number: 2212046

Loss Date: 03/30/2022

Cause of Loss: Hail

Payee: ZACHARY SAUCIER and McClenny Moseley & Assoc

Check Date: 02/10/2023

Check Amount: \$4,487.10

Transaction Remarks: Coverage A Payment per Appraisal Award

NO. 0000146568

Policy ID: 848524

Claimant Number: 1

Claim Number: 2212046

Loss Date: 03/30/2022

Cause of Loss: Hail

Payee: ZACHARY SAUCIER and McClenny Moseley & Assoc

Check Date: 02/10/2023

Check Amount: \$4,487.10

Transaction Remarks: Coverage A Payment per Appraisal Award

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
201 S Spring Street
Tupelo MS 38802-0789

NO. 0000132244
88-105/1011


DATE
07/25/2022


AMOUNT
\$*****20,000.00

PAY: Twenty thousand dollars and 00/100

TO THE
ORDER OF

Quicken Loans and McClenny Moseley & Associates and RHONDA
LEBLANC
1415 Louisiana St., #2900
Houston, TX 77002





AUTHORIZED SIGNATURE

⑈0000132244⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2210120 - Insured confirmed through Destination Claims (PA she hired) that she was not represented by MMA, but Apex Roofing was. Abby Anderson of Apex Roofing was noted as the point of contact. Allied Trust, the Insured, and the PA attempted to gather a withdrawal of representation or communication from Apex Roofing to no avail. Therefore, this check was issued bearing MMA. 3 mos later, a withdrawal of representation was received 10/26/2022. NO. 0000132244

Policy ID: 889510

Claimant Number: 1

Claim Number: 2210120

Loss Date: 01/10/2022

Cause of Loss: Hail

Payee: Quicken Loans and McClenny Moseley & Associates and RHONDA LEBLANC

Check Date: 07/25/2022

Check Amount: \$20,000.00

Transaction Remarks: COV A - Settlement with Release

NO. 0000132244

Policy ID: 889510

Claimant Number: 1

Claim Number: 2210120

Loss Date: 01/10/2022

Cause of Loss: Hail

Payee: Quicken Loans and McClenny Moseley & Associates and RHONDA LEBLANC

Check Date: 07/25/2022

Check Amount: \$20,000.00

Transaction Remarks: COV A - Settlement with Release

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000146720
 88-105/1011


DATE
 02/14/2023


AMOUNT
 \$*****20,886.79

PAY: Twenty thousand eight hundred eighty-six dollars and 79/100

TO THE
 ORDER OF

KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE
 MORTGAGE & INVESTMENT CO
 1415 LOUISIANA STREET, #SUITE 2900
 HOUSTON, TX 77002




 AUTHORIZED SIGNATURE

⑈0000146720⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 21115168 - Insured advised via email 07/26/2022 she was dealing with Taylor at Apex Roofing; # 844-921-2009 ext. 401 No withdrawal or clarification of representation has been received from MMA. Appraisal has been completed.

NO. 0000146720

Policy ID: 776574

Claimant Number: 1

Claim Number: 21115168

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE MORTGAGE & INVESTMENT CO

Check Date: 02/14/2023

Check Amount: \$20,886.79

Transaction Remarks: Appraisal Award Coverage A Payment

NO. 0000146720

Policy ID: 776574

Claimant Number: 1

Claim Number: 21115168

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE MORTGAGE & INVESTMENT CO

Check Date: 02/14/2023

Check Amount: \$20,886.79

Transaction Remarks: Appraisal Award Coverage A Payment

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000146721

88-105/1011



DATE
 02/14/2023

AMOUNT
 \$*****4,520.00

PAY: Four thousand five hundred twenty dollars and 00/100

TO THE
 ORDER OF

KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE
 MORTGAGE & INVESTMENT CO
 1415 LOUISIANA STREET, #SUITE 2900
 HOUSTON, TX 77002



 AUTHORIZED SIGNATURE

⑈0000146721⑈ ⑈084201278⑈ ⑈1121379919⑈

CLAIM # 21115168 - Insured advised via email 07/26/2022 she was dealing with Taylor at Apex Roofing; # 844-921-2009 ext. 401. No withdrawal or clarification of representation has been received from MMA. Appraisal has been completed.

NO. 0000146721

Policy ID: 776574

Claimant Number: 1

Claim Number: 21115168

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE MORTGAGE & INVESTMENT CO

Check Date: 02/14/2023

Check Amount: \$4,520.00

Transaction Remarks: Appraisal Award Coverage B Payment

NO. 0000146721

Policy ID: 776574

Claimant Number: 1

Claim Number: 21115168

Loss Date: 08/29/2021

Cause of Loss: Hurricane

Payee: KENNETH PRUITT, MCCLENNY MOSELEY & ASSOC & ADVANCE MORTGAGE & INVESTMENT CO

Check Date: 02/14/2023

Check Amount: \$4,520.00

Transaction Remarks: Appraisal Award Coverage B Payment

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000136406
 88-105/1011


DATE
 09/12/2022


AMOUNT
 \$*****4,287.14

PAY: Four thousand two hundred eighty-seven dollars and 14/100

TO THE
 ORDER OF

JAN COLLINS PERRONNE and UNION HOME MORTGAGE CORP and
 McClenny Moseley & Associates, PLLC
 145 W SILVER MAPLE DR
 Slidell, LA 70458




 AUTHORIZED SIGNATURE

⑈0000136406⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2210304 - Insured attested he never hired MMA, he was solicited by a female at Apex Roofing and a contract was signed with Apex. He became aware of MMA representation when he submitted documentation for release of Recoverable Depreciation. Insured and Adjuster called/ emailed and sent certified letters to MMA to no avail, so the depreciation check was issued bearing MMA's name. MMA sent a withdrawal of representation 10/26/2022, and then on **NO. 0000136406** 11/08/2022 they sent a letter invoking appraisal. The insured has pleaded with MMA to release the depreciation to him, and they have not done so.

Policy ID: 763036

Claimant Number: 1

Claim Number: 2210304

Loss Date: 05/11/2021

Cause of Loss: Hail

Payee: JAN COLLINS PERRONNE and UNION HOME MORTGAGE CORP and McClenny Moseley & Associates, PLLC

Check Date: 09/12/2022

Check Amount: \$4,287.14

Transaction Remarks: Release depreciation and supplement for roof

NO. 0000136406

Policy ID: 763036

Claimant Number: 1

Claim Number: 2210304

Loss Date: 05/11/2021

Cause of Loss: Hail

Payee: JAN COLLINS PERRONNE and UNION HOME MORTGAGE CORP and McClenny Moseley & Associates, PLLC

Check Date: 09/12/2022

Check Amount: \$4,287.14

Transaction Remarks: Release depreciation and supplement for roof

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000126195
 88-105/1011


DATE
 05/13/2022


AMOUNT
 \$*****11,201.64

PAY: *Eleven thousand two hundred one dollars and 64/100*

**TO THE
 ORDER OF**

SHAUN T DUHE and ABIGAIL J DUHE and GMFS LLC and McClenny
 Moseley & Associates, PLLC
 516 Heights Blvd
 Houston, TX 77007




 AUTHORIZED SIGNATURE

⑈0000126195⑈ ⑆1111901056⑆ 1121379919⑈

CLAIM # 2212088 - Claim reported by Apex Roofing 06/14/2022. MMA LOR received 07/01/2022 accompanied by an estimate, and appraisal was invoked. Insured called Allied Trust 12/12/2022 expressing his desire to cancel the claim as he wished to sell the home and no work was completed on the roof. No withdrawal or clarification of representation received from MMA.

NO. 0000126195

Policy ID: 762192

Claimant Number: 1

Claim Number: 2212088

Loss Date: 03/22/2022

Cause of Loss: Wind

Payee: SHAUN T DUHE and ABIGAIL J DUHE and GMFS LLC and McClenny Moseley & Associates, PLLC

Check Date: 05/13/2022

Check Amount: \$11,201.64

Transaction Remarks: Cov. A PYMT

NO. 0000126195

Policy ID: 762192

Claimant Number: 1

Claim Number: 2212088

Loss Date: 03/22/2022

Cause of Loss: Wind

Payee: SHAUN T DUHE and ABIGAIL J DUHE and GMFS LLC and McClenny Moseley & Associates, PLLC

Check Date: 05/13/2022

Check Amount: \$11,201.64

Transaction Remarks: Cov. A PYMT

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000133257
 88-105/1011


DATE
 08/05/2022


AMOUNT
 \$*****21,968.52

PAY: Twenty-one thousand nine hundred sixty-eight dollars and 52/100

TO THE
 ORDER OF

LIEZEL P LATUSEK and NATIONSTAR MORTGAGE LLC ISAOA/ATIMA
 and MCCLENNY MOSELEY & ASSOCIATES, PLLC
 1415 Louisiana St. Suite 2900
 Houston, TX 77002




 AUTHORIZED SIGNATURE

⑈0000133257⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2212945 - Claim reported by Apex Roofing 06/14/2022. MMA LOR received 07/01/2022 accompanied by an estimate, and appraisal was invoked 07/26/2022. Allied Trust had to retain Defense Counsel due to MMA not appointing an appraiser. MMA appointed an appraiser 10/05/2022. No withdrawal or clarification of representation received.

NO. 0000133257

Policy ID: 764466

Claimant Number: 1

Claim Number: 2212945

Loss Date: 06/09/2022

Cause of Loss: Wind

Payee: LIEZEL P LATUSEK and NATIONSTAR MORTGAGE LLC ISAOA/ATIMA and MCCLENNY MOSELEY & ASSOCIATES, PLLC

Check Date: 08/05/2022

Check Amount: \$21,968.52

Transaction Remarks: COV A

NO. 0000133257

Policy ID: 764466

Claimant Number: 1

Claim Number: 2212945

Loss Date: 06/09/2022

Cause of Loss: Wind

Payee: LIEZEL P LATUSEK and NATIONSTAR MORTGAGE LLC ISAOA/ATIMA and MCCLENNY MOSELEY & ASSOCIATES, PLLC

Check Date: 08/05/2022

Check Amount: \$21,968.52

Transaction Remarks: COV A

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
 TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000137805
 88-105/1011


DATE
 09/26/2022


AMOUNT
 \$*****95.12

PAY: *Ninety-five dollars and 12/100*

**TO THE
 ORDER OF**

TIMOTHY TRAHAN and UNION HOME MORTGAGE CORP and
 McClenny Moseley & Assoc
 1415 Louisiana St., #2900
 Houston, TX 77002





 AUTHORIZED SIGNATURE

⑈0000137805⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2212307 - No. 787 on Exhibit D, but MMA has not sent a withdrawal or clarification of representation. Appraisal concluded. MMA has also filed suit (2:22-cv-04939-SSV-MBN).

NO. 0000137805

Policy ID: 734668

Claimant Number: 1

Claim Number: 2212307

Loss Date: 03/22/2022

Cause of Loss: Wind

Payee: TIMOTHY TRAHAN and UNION HOME MORTGAGE CORP and McClenny Moseley & Assoc

Check Date: 09/26/2022

Check Amount: \$95.12

Transaction Remarks: Award Settlement

NO. 0000137805

Policy ID: 734668

Claimant Number: 1

Claim Number: 2212307

Loss Date: 03/22/2022

Cause of Loss: Wind

Payee: TIMOTHY TRAHAN and UNION HOME MORTGAGE CORP and McClenny Moseley & Assoc

Check Date: 09/26/2022

Check Amount: \$95.12

Transaction Remarks: Award Settlement

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789


NO. 0000143672
 88-105/1011


DATE
 12/27/2022

AMOUNT
 \$*****15,633.48

PAY: Fifteen thousand six hundred thirty-three dollars and 48/100

TO THE ORDER OF ELIZABETH W WILKE and McClenny Moseley & Assoc
 1415 Louisiana St., #2900
 Houston, TX 77002




 AUTHORIZED SIGNATURE

⑈0000143672⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2213057 - No. 618 of Exhibit C / No. 830 of Exhibit D but MMA has not sent a withdrawal or clarification of representation. Appraisal complete.

NO. 0000143672

Policy ID: 791639

Claimant Number: 1

Claim Number: 2213057

Loss Date: 06/09/2022

Cause of Loss: Hail

Payee: ELIZABETH W WILKE and McClenny Moseley & Assoc

Check Date: 12/27/2022

Check Amount: \$15,633.48

Transaction Remarks: Recoverable Depreciation

NO. 0000143672

Policy ID: 791639

Claimant Number: 1

Claim Number: 2213057

Loss Date: 06/09/2022

Cause of Loss: Hail

Payee: ELIZABETH W WILKE and McClenny Moseley & Assoc

Check Date: 12/27/2022

Check Amount: \$15,633.48

Transaction Remarks: Recoverable Depreciation

ALLIED TRUST INSURANCE COMPANY
4200 WEST CYPRESS ST., SUITE 520
TAMPA FL 33607

BANCORPSOUTH
 201 S Spring Street
 Tupelo MS 38802-0789

NO. 0000135527
 88-105/1011


DATE
 09/02/2022


AMOUNT
 \$*****12,440.65

PAY: Twelve thousand four hundred forty dollars and 65/100

**TO THE
 ORDER OF**

BRITNEY MINTON and MOVEMENT MTG LLC C/O SERVICEMAC and
 ANDREW INGRAM and McClenny Moseley & Assoc
 1415 Louisiana St., #2900
 Houston, TX 77002





 AUTHORIZED SIGNATURE

⑈0000135527⑈ ⑆084201278⑆ 1121379919⑈

CLAIM # 2212316 - No. 298 of Exhibit C / No. 398 of Exhibit D but MMA has not sent a withdrawal or clarification of representation. Insured stated he hired Apex Roofing and is unaware of MMA. He was unaware of the appraisal award payment, which has not been turned over to him.

NO. 0000135527

Policy ID: 895676

Claimant Number: 1

Claim Number: 2212316

Loss Date: 05/01/2022

Cause of Loss: Hail

Payee: BRITNEY MINTON and MOVEMENT MTG LLC C/O SERVICEMAC and ANDREW INGRAM and McClenny Moseley & Assoc

Check Date: 09/02/2022

Check Amount: \$12,440.65

Transaction Remarks: In Payment Under Dwelling Coverage/Appraisal Award

NO. 0000135527

Policy ID: 895676

Claimant Number: 1

Claim Number: 2212316

Loss Date: 05/01/2022

Cause of Loss: Hail

Payee: BRITNEY MINTON and MOVEMENT MTG LLC C/O SERVICEMAC and ANDREW INGRAM and McClenny Moseley & Assoc

Check Date: 09/02/2022

Check Amount: \$12,440.65

Transaction Remarks: In Payment Under Dwelling Coverage/Appraisal Award