

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

MORRIS BART, L.L.C.

Plaintiff,

v.

MCCLENNY MOSELEY & ASSOCIATES,
PLLC,

Defendant.

Case No. 2:23-cv-01453-LMA-MBN

District Judge Lance M. Africk

Magistrate Judge Michael B. North

**MEMORANDUM IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING
ORDER AND PRELIMINARY INJUNCTION AGAINST MCCLENNY MOSELEY &
ASSOCIATES, PLLC**

Plaintiff, Morris Bart, L.L.C. files this memorandum in support of its Motion for Temporary Restraining Order and Preliminary Injunction Against McClenney Moseley & Associates, PLLC (“MMA”).

FACTUAL BACKGROUND

MMA’s schemes

MMA is a Texas-based law firm that has “undertaken a brazen, multifaceted campaign” to deceive Louisiana homeowners whose properties were damaged in Hurricanes Laura, Delta, Zeta, or Ida.¹ Its misconduct has come to light over the last several months, beginning when the United States District Court for the Western District of Louisiana was deluged with last-minute hurricane case filings on the prescription date for Hurricane Laura claims, and continuing as claims arising out of Hurricane Ida began to be asserted in this Court.

¹ See Ex. 1, Order & Reasons, Rec. Doc. 76, *Franatovich v. Allied Tr. Ins. Co.*, No. 2:22-cv-2552 (E.D. La. Mar. 16, 2023) (hereinafter “Franatovich Order & Reasons”), at p. 1.

MMA, sometimes through an Alabama-based roofing company, Apex Roofing and Restoration Company, LLC,² and other times through an Arizona-based marketing firm, Tort Network, LLC, d/b/a Velawcity, acquired thousands of Louisiana “clients” following these hurricanes through illegal methods. MMA worked with Apex to perpetuate a scheme in which Apex would approach homeowners with storm-damaged roofs, offer to make repairs to those roofs if the owner would give Apex permission to make a claim on the owner’s insurance policy, and then obtain an Assignment of Benefits (“AOB”) from the property owner for “any and all rights” under those insurance policies.³ After that AOB was executed, an Apex representative would execute a contingency fee contract with MMA “on behalf of” the property owner, pursuant to which MMA commenced to negotiate with insurance companies and even file lawsuits on behalf of those property owners, without ever actually obtaining consent to the representation from the property owners.⁴

Separately, MMA contracted with Velawcity for Velawcity to conduct “pre-screening intake review[s]” of potential clients who responded to advertisements for MMA’s services.⁵ It was Velawcity who determined whether those clients were eligible for representation by MMA and Velawcity who sent to these clients materials to electronically sign to engage MMA.⁶ For this work, MMA paid Velawcity a “Fixed Rate” per client obtained.⁷

² Upon information and belief, MMA sometimes utilized other roofing contractors, whose identities will be revealed during the course of discovery.

³ Ex. 2, Hearing Tr., *Falgout v. Allstate Indemn. Co.*, No. 22-cv-5215 (E.D. La. Apr. 12, 2023), at 21:4-23:12 & Doc. 14-1 in *Falgout* at p. 1 (referenced in hearing transcript).

⁴ Ex. 2, Hearing Tr., *Falgout v. Allstate Indemn. Co.*, No. 22-cv-5215 (E.D. La. Apr. 12, 2023) at 23:20-26:11; 32:8-15 & Doc. 14-1 in *Falgout* at p. 5 (referenced in hearing transcript).

⁵ Ex. 3, Velawcity contracts (Rec. Doc. 54-2 in *Franatovich v. Allied Tr. Ins. Co.*, No. 2:22-cv-2552)

⁶ Ex. 4, McClenney Moseley 12/13/22 Motion Hearing Tr., at 101:17-102:13.

⁷ Ex. 3, Velawcity contracts (Rec. Doc. 54-2 in *Franatovich v. Allied Tr. Ins. Co.*, No. 2:22-cv-2552)

As a result of these schemes, MMA apparently “retained” approximately 15,000 clients throughout the state of Louisiana. The first cracks in the scheme appeared when MMA filed more than 1600 cases over the three days leading up to the Hurricane Laura prescription date in the United States District Court for the Western District of Louisiana.⁸ Shortly after, on October 20, 2022, Judge Cain called a hearing with MMA attorneys to question MMA’s practices, including “how these cases got into your firm and in what timeframe,” because it was immediately apparent that MMA had filed duplicate lawsuits, lawsuits on behalf of plaintiffs whose claims had already been dismissed by the court, or lawsuits on behalf of plaintiffs whose claims had been compromised.⁹ Judge Cain implored MMA to “clean this mess up.”¹⁰

MMA did not comply with this directive. So on March 4, 2023, Judge Cain entered an order suspending all MMA attorneys from practicing in the Western District and prohibiting them from settling any claims or handling any settlement funds during their suspension.¹¹ In the order, Judge Cain noted that he had expressed concerns to MMA on multiple occasions about their attempting to “mass-settle” hurricane claims, filing lawsuits on behalf of clients who had already settled with insurance companies through other law firms, filing lawsuits on behalf of clients who had made multiple efforts to terminate MMA’s representation, improperly endorsing settlement checks, and filing lawsuits against insurers who had never issued policies to the plaintiffs who were now suing them.¹²

Separately, this Court was confronted with MMA’s misconduct as Hurricane Ida claims began to be filed in this district. On February 1, 2023, Magistrate Judge North held a hearing during

⁸ Ex. 5, McClenney Moseley 10/20/2022 Motion Hearing Tr., at 5:1-9:21.

⁹ Ex. 5, McClenney Moseley 10/20/2022 Motion Hearing Tr., at 15:16-16:5.

¹⁰ Ex. 5, McClenney Moseley 10/20/2022 Motion Hearing Tr., at 53:16.

¹¹ Ex. 6, Memorandum Order, Mar. 4, 2023 at p. 4 (entered in all MMA Hurricane Laura cases in the Western District of Louisiana)

¹² Ex. 6, Memorandum Order, Mar. 4, 2023 at pp. 1-2.

which he explored the mechanics of MMA’s Apex scheme and concluded that MMA had violated Federal Rule of Civil Procedure 11 in a case where MMA filed a lawsuit on behalf of a client procured through the Apex scheme who had on multiple occasions informed MMA she wished to be represented by a different law firm.¹³ At another hearing, on March 3, 2023, Judge North explored the Velawcity scheme and concluded both that MMA and Velawcity’s arrangement violates the Louisiana Rules of Professional Conduct and that MMA lawyers had been untruthful in previous representations to the Court as to the mechanics of the relationship.¹⁴ In a March 16, 2023 Order & Reasons memorializing his findings from the February 1 and March 3 hearings, Judge North also noted evidence of more than 850 occasions on which MMA misrepresented to insurance companies that it represented a homeowner (when it really represented Apex) to attempt to obtain a fee from a settlement with the insurance company, and at least one occasion on which MMA negotiated a settlement check *without the insured’s authorization*.¹⁵

Finally, and most recently, on April 26, 2023, Magistrate Judge Kay in the Western District of Louisiana ordered MMA principal Zach Moseley that MMA is not to initiate any communication with any “clients” on whose behalf MMA filed lawsuits in that district.¹⁶

This Court and the Western District are not the only judicial bodies to take notice of and action in response to MMA’s misconduct. William Huye, who was until recently MMA’s sole remaining Louisiana attorney, was on March 3, 2023 suspended by the Louisiana Supreme Court on an interim basis “for a threat of harm to the public.”¹⁷

¹³ See Ex. 1, *Franatovich* Order & Reasons at pp. 14-16.

¹⁴ See Ex. 1, *Franatovich* Order & Reasons at pp. 18-23.

¹⁵ See Ex. 1, *Franatovich* Order & Reasons at pp. 23-24.

¹⁶ Ex. 7, Declaration of Austin Marks, at ¶ 15.

¹⁷ See Ex. 1, *Franatovich* Order & Reasons at p. 26; see also Ex. 8, Report of Hearing Committee in ODC Docket No. 22-DB-037.

MMA's interference with Morris Bart's business relations and unauthorized practice of law in Louisiana.

The fallout from MMA's misconduct is enormous and ongoing. One result is that thousands of Louisiana homeowners now must engage new counsel if they wish to pursue their hurricane claims. Over the last month, as MMA's schemes have been publicized, many of these former clients have turned to Morris Bart, a Louisiana law firm with over forty years of experience representing plaintiffs in pursuing property damage and personal injury claims against insurers.¹⁸ In total, Morris Bart has now taken on the representation of over 900 former MMA clients and has dedicated at least 39 attorneys in its law firm to the work of pursuing these claims and cleaning up the mess MMA left in its wake.¹⁹

Unfortunately, MMA continues to attempt to contact its former clients, interfering with Morris Bart's business relations and hindering their efforts to pursue these clients' claims. MMA has engaged in the following intentional interference over the last two months:

- On March 21, 2023, Morris Bart sent a termination letter to MMA on behalf of a client who had now engaged Morris Bart. The *same day*, that former "client" (who was signed up via the Apex scheme and had not even realized MMA purported to act as his attorney until March 2023) was contacted by MMA multiple times with the message that it was "urgent" that he sign settlement checks issued by his insurance company to him and to MMA.²⁰
- Another Morris Bart client informed MMA by March 23, 2023 that he was terminating their representation in favor of Morris Bart's.²¹ Then on April 10, 2023, MMA sent that

¹⁸ Ex. 7, Declaration of Austin Marks, at ¶¶ 2, 5.

¹⁹ Ex. 7, Declaration of Austin Marks, at ¶ 5.

²⁰ Ex. 7, Declaration of Austin Marks, at ¶ 9 & Exs. A & B thereto.

²¹ Ex. 7, Declaration of Austin Marks, at ¶ 10 & Ex. C thereto.

client a form e-mail acknowledging the disengagement but warning him that MMA needed “to take additional action in the case to either protect your rights so you can continue pursuing your claim, or dismiss the case in it’s entirely [sic] which will result in you losing your rights to continue pursuing your claim for damages.”²²

Upon receipt of confusing and unscrupulous correspondence of this type, MMA’s former clients are no doubt left to wonder whether their claims really are protected even though they have retained new counsel.

- A third Morris Bart client sent to MMA a termination letter dated April 3, 2023, informing MMA that he was now represented by Morris Bart.²³ Shortly after, that client received a message from MMA explaining they had sent him paperwork for him to “review and sign” so that another law firm could “continue moving [his] storm damage claim forward.” MMA then followed up with an e-mail referencing this text message on April 10, 2023.²⁴
- Yet another client now represented by Morris Bart sent to MMA a termination letter dated April 12, 2023, advising MMA that he had retained Morris Bart.²⁵ Days later, that client received a text message from MMA advising him that MMA was “continuing to make connections for co-counsel” and would soon be in touch to connect plaintiff with “another stellar law firm.”²⁶

MMA’s repeated efforts to encourage its former clients to sign up with law firms other than Morris Bart are almost certainly designed specifically to harm Morris Bart and to benefit MMA. Statements in open court made by MMA’s principal, Zachary Moseley, confirm that MMA

²² Ex. 7, Declaration of Austin Marks, at ¶ 10 & Ex. D thereto.

²³ Ex. 7, Declaration of Austin Marks, at ¶ 11 & Ex. E thereto.

²⁴ Ex. 7, Declaration of Austin Marks, at ¶ 11 & Ex. F thereto.

²⁵ Ex. 7, Declaration of Austin Marks, at ¶ 12 & Ex. G thereto.

²⁶ Ex. 7, Declaration of Austin Marks, at ¶ 12 & Ex. H thereto.

believes that the other law firm it is encouraging former clients to engage even after it is aware those clients have engaged Morris Bart will agree to permit MMA to share in any eventual fee recovered on a quantum meruit basis.²⁷

- In perhaps the most egregious example, on April 21, 2023, Morris Bart sent to MMA via e-mail a discharge letter on behalf of a client who had chosen to terminate MMA and retain Morris Bart.²⁸ Shortly after this e-mail was sent, a courier's office contacted that client to set up an appointment to sign settlement paperwork. A representative from the courier's office then arrived at the client's house with paperwork for a settlement payment less a 33% contingency fee for MMA. That client had never been informed by MMA that it had reached a settlement with his insurance company.²⁹

Morris Bart attorneys have reached out to MMA multiple times to ask them to cease corresponding with their clients, to no avail.³⁰

All of the above-listed conduct makes clear: MMA continues to practice law in Louisiana by contacting clients or former clients to advise them on their legal claims, negotiating with insurance companies on behalf of these clients, and even attempting to compromise these clients' claims and recover a fee from those settlements. This is all ongoing while there is not a single lawyer at MMA who is licensed or permitted to practice law in Louisiana.

MMA's continued contact with these clients thus violates Louisiana Revised Statutes § 37:213, which prohibits the practice of law in Louisiana by persons, corporations who are not duly and regularly licensed and admitted to the practice of law to do so in Louisiana. And MMA's

²⁷ Ex. 7, Declaration of Austin Marks, at ¶ 13 & Exs. F & H thereto.

²⁸ Ex. 7, Declaration of Austin Marks, at ¶ 14 & Ex. I thereto.

²⁹ Ex. 7, Declaration of Austin Marks, at ¶ 15.

³⁰ Ex. 7, Declaration of Austin Marks, at ¶ 16.

contact with clients who are now represented by Morris Bart additionally violates Louisiana Rule of Professional Conduct 4.2, which prohibits attorneys from communicating with parties represented by other counsel. It is also causing harm to Morris Bart, whose attorneys are being forced to dedicate time and resources to counseling their clients regarding the inappropriate conduct and attempting to cause MMA's conduct to cease.³¹ Morris Bart's attorneys are also being constrained in their attempts to resolve their clients' claims, because insurance companies are hesitant to engage with Morris Bart in claims made by former MMA clients due to MMA's continued attempts to insert itself in these clients' claims.³² This is all ongoing while MMA has ignored repeated requests from Morris Bart to transfer the files of these hundreds of clients who Morris Bart now represents.

LAW & ARGUMENT

I. Standard of review for granting a temporary restraining order.

A preliminary injunction should issue when a plaintiff can show:

- (1) a substantial likelihood of prevailing on the merits; (2) a substantial threat of irreparable injury if the injunction is not granted; (3) the threatened injury outweighs any harm that will result to the non-movant if the injunction is granted; and (4) the injunction will not disserve the public interest.

EnSCO Offshore Co. v. Salazar, 781 F. Supp. 2d 332, 335 (E.D. La. 2011). The same standards are considered in determining whether to issue a temporary restraining order. *See Moore v. Tangipahoa Parish Sch. Bd.*, No. 65-16556, 2023 WL 119432, at *1 (E.D. La. Jan. 6, 2023) (utilizing the same factors to determine whether a temporary restraining order should issue).

³¹ Ex. 7, Declaration of Austin Marks, at ¶ 18.

³² Ex. 7, Declaration of Austin Marks, at ¶ 19.

II. The factors considered for granting a temporary restraining order and preliminary injunction are satisfied.

Each of the four factors courts consider in determining whether to issue a temporary restraining order and preliminary injunction weigh in favor of issuing injunctive relief here. Morris Bart can show a substantial likelihood of success on the merits of its intentional interference with business relations claims and its claim to enjoin the unauthorized practice of law and can show that it will be irreparably injured if injunctive relief does not issue. The balance of harms weighs in favor of granting injunctive relief, because MMA will suffer no harm if it is ordered to comply with Louisiana law that prohibits MMA from contacting Morris Bart's current clients and from practicing law without a license. And the public interest weighs heavily in favor of an order ensuring MMA ceases to interfere with Morris Bart's representation of its clients in legitimate pursuit of the claims that MMA pursued half-heartedly and often without client permission.

a. Morris Bart is likely to prevail on the merits of its claim for intentional interference with business relations and its claim to enjoin MMA from engaging in the unauthorized practice of law.

To determine whether a plaintiff is likely to succeed on the merits, courts "look to standards provided by the substantive law." *Janvey v. Alguire*, 647 F.3d 585, 596 (5th Cir. 2011) (internal quotation and citation omitted). A plaintiff is not required to submit evidence proving success on the merits is guaranteed; a showing that a plaintiff is substantially likely to ultimately prevail on its claims is sufficient. *See id.* at 595-96, 599. Here, Morris Bart is substantially likely to prevail on a claim against MMA for intentional interference with its business relations based on the evidence of MMA's persistent, continued, prohibited conduct with Morris Bart's clients. Morris Bart is also likely to prevail on its claim to enjoin MMA from engaging in the unauthorized practice of law.

i. Morris Bart's claim for intentional interference with business relations.

Louisiana law "recognize[s] a cause of action for tortious interference with business." *Boudreax v. OS Rest. Servs., LLC*, No. 14-cv-1169, 2015 WL 349558, at *4 (E.D. La. Jan. 23, 2015) (quoting *Junior Money Bags, Ltd. v. Segal*, 970 F.2d 1, 10 (5th Cir. 1992)). To prevail on a claim for intentional interference with business relations, a plaintiff must show that a defendant acted with actual malice, and that the defendant "improperly influenced others not to deal with the plaintiff." *Id.* at *5 (quoting *Bogues v. La. Energy Consultants, Inc.*, 46,434 (La. App. 2 Cir. 8/10/11), 71 So. 3d 1128, 1134). A showing that a defendant is aware that their conduct is unlawful and that their efforts are harming a plaintiff's business is sufficient to satisfy both elements. *See Boudreax*, 2015 WL 349558, at *5 (in the context of a motion to dismiss, allegations that a defendant knew a noncompetition agreement was invalid and its attempts to enforce it were harming the plaintiff was sufficient to state that "defendants' motivations were malicious, rather than legitimate").

Here, Morris Bart can show that MMA is acting with actual malice and attempting to improperly influence others not to deal with Morris Bart, for multiple reasons. As to actual malice, MMA continues to contact its former clients despite repeated requests from Morris Bart for this conduct to cease and despite admonishments from multiple judicial bodies that MMA is not to practice law in Louisiana, not to attempt to collect settlements for clients whose representations it illegally procured, and not to contact former clients. And as to attempting to improperly influence others not to deal with Morris Bart, the evidence shows that on multiple occasions, MMA has encouraged its former clients who have already engaged Morris Bart to sign up with other law

firms who MMA believes will agree to share with MMA any eventual fee recovered on behalf of those clients.³³

ii. Morris Bart's request for an injunction prohibiting the unauthorized practice of law.

Louisiana Revised Statutes § 37:213 prohibits any natural person, corporation, partnership, or limited liability company not duly and regularly licensed and admitted to practice law (or not composed of persons duly and regularly licensed and admitted to practice law) from doing any of the following:

- (1) Practice law.
- (2) Furnish attorneys or counsel or an attorney and counsel to render legal services.
- (3) Hold himself or itself out to the public as being entitled to practice law.
- (4) Render or furnish legal services or advice.
- (5) Assume to be an attorney at law or counselor at law.
- (6) Assume, use, or advertise the title of lawyer, attorney, counselor, advocate or equivalent terms in any language, or any phrase containing any of these titles in such manner as to convey the impression that he is a practitioner of law.

“Counseling clients, negotiating settlements . . . , and depositing and disbursing settlement funds” is considered engaging in the practice of law. *In re Thomas*, 2007-1616 (La. 1/16/08), 9783 So. 2d 686, 691. As set forth in the attached declaration of Austin Marks and the exhibits thereto, MMA continues to offer advice to its former clients in Louisiana regarding the pursuit of their hurricane claims and continues to negotiate and attempt to disburse settlements on behalf of those clients. Because MMA employs no attorney who is licensed to practice law in Louisiana, this conduct violates Louisiana Revised Statutes § 37:213 and entitles Morris Bart, a party who is aggrieved by

³³ Ex. 7, Declaration of Austin Marks, at ¶ 14 & Exs. F & H thereto.

MMA's conduct, to an injunction prohibiting the conduct pursuant to Louisiana Revised Statutes § 37.213.1(D)(1) ("An aggrieved party may sue an actor who is engaging in, or who has engaged in, the unauthorized practice of law for general damages, special damages, and all other damages suffered by the aggrieved party.")

b. Without a temporary restraining order and injunctive relief, Morris Bart will suffer irreparable harm.

Irreparable harm typically exists "where there is no adequate remedy at law, such as monetary damages." *Janvey*, 547 F.3d at 600. And where there is a "vital public interest involved" in protecting the public against the harmful effect of a defendant's conduct, this weighs in favor of a finding that "the requisite apprehension of irreparable injury" has been established, even if the litigation in which the injunction is requested is between two private parties. *See Mississippi Power & Light Co. v. United Gas Pipe Line Co.*, 760 F.2d 618, 625-26 (5th Cir. 1985).

Here, Morris Bart does not seek monetary damages at all, because there are no monetary damages adequate to compensate Morris Bart for the harm MMA is causing through its continued contact with clients now represented by Morris Bart, in violation of Louisiana law and court orders. Morris Bart attorneys are being constrained in their attempts to resolve their clients' claims, because insurance companies are hesitant to engage with Morris Bart in claims made by former MMA clients due to MMA's continued attempts to insert itself in these clients' claims. And Morris Bart attorneys are currently being forced to take time away from pursuing their clients' hurricane claims to address MMA's confusing and illegal correspondence to their clients. In light of the impending deadline to assert Hurricane Ida claims, it is imperative that Morris Bart attorneys both are able to allocate their time to pursuing their clients' claims and to engage meaningfully with insurers in the hopes that some claims can be resolved without the need for further court

intervention. There is no amount of money that can adequately compensate for the time Morris Bart is currently being forced to dedicate to attempting to right MMA's near-constant wrongs.

There is also a vital public interest involved in prohibiting MMA from continuing with this illegal conduct. Until MMA completely and permanently ceases from practicing law without a license through its contact with Morris Bart clients, the risk remains that these clients may be harmed by settlements concocted by MMA without their permission, or exorbitant fees claimed by MMA despite MMA performing no helpful work for these clients before they were forced to find other counsel. "The vital public interest involved in protecting the [clients] of [Morris Bart] against the harmful effect" of MMA's continued contact establishes irreparable injury here. *Mississippi Power & Light*, 760 F.2d at 626.

c. The balance of hardships weighs in favor of issuing an injunction, and injunctive relief is in the public interest.

In assessing the balance of hardships to determine whether a preliminary injunction should issue, a court "must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief." *EnSCO Offshore*, 781 F. Supp. 2d at 335 (internal quotation and citation omitted). Here, MMA will suffer no legitimate harm if an injunction is granted, because the effect of the injunction will simply be to require MMA to comply with Louisiana law prohibiting lawyers from practice law without a license and from contacting parties represented by other counsel. *See* La. Rev. Stat. § 37:213; La. Rule of Prof'l Conduct R. 4.2. Conversely, if injunctive relief is not granted, Morris Bart and its clients will continue to suffer from the irreparable injury identified above.

Moreover, and as set forth above, the public interest weighs heavily in favor of granting injunctive relief. MMA and its attorneys have been admonished by numerous courts and judicial bodies in this state for their relentless, egregious misconduct in "representing" Louisiana

homeowners with hurricane claims. An injunction that orders MMA to cease contact once and for all with its clients who are now represented by Morris Bart and to cease its unauthorized practice of law will benefit those former clients, who can now pursue their claims with peace of mind, as well as the judicial system, which will no longer be forced to dedicate resources to cleaning up the “mess” MMA created, at least as to those clients.

d. Security is unnecessary given the facts here.

While Morris Bart will comply with any security amount the court considers appropriate under Federal Rule of Civil Procedure 65(c), it submits that under the facts here, security is not necessary, because MMA will not “suffer any financial loss that warrants the need for [Morris Bart] to post security” if an injunction does issue. *See Pace v. Constellation Brands, Inc.*, No. 4:17-cv-518, 2017 WL 8811749, at *3 (E.D. Tex. Dec. 13, 2017) (citing *Kaepa, Inc. v. Achilles Corp.*, 76 F.3d 624, 628 (5th Cir. 1996) for the proposition that district courts have the discretion to require “no security at all”). Requiring MMA to comply with Louisiana laws and court orders prohibiting MMA’s contact with former clients will not cause MMA to suffer any legitimate financial loss.

CONCLUSION

Injunctive relief is appropriate here, because Morris Bart can show a substantial likelihood of success on the merits of its intentional interference with business relations claim and its claim for an injunction against the unauthorized practice of law. Morris Bart can also show that irreparable injury will result in the absence of an injunction, that MMA will suffer no harm if an injunction is issued, and that the public interest weighs in favor of issuing an injunction. For all of these reasons, Morris Bart respectfully requests that this Court issue a temporary restraining order an injunction:

- (a) prohibiting MMA from communicating with clients now represented by Morris Bart and otherwise ordering MMA to cease interfering in Morris Bart's business relations;
- (b) mandating that MMA immediately furnish its original files and work product, including any information stored in MMA's Smart Advocate software system;
- (c) mandating that MMA notify the insurers of clients now represented by Morris Bart to whom MMA has sent letters of representation that MMA no longer represents these clients; and
- (d) prohibiting MMA from continuing to engage in the unauthorized practice of law.

Dated: May 1, 2023

Respectfully submitted,

FISHMAN HAYGOOD, LLP

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading was provided via e-mail service on this 1st day of May, 2023 to:

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who appear as counsel of record for McClenny Moseley & Associates PLLC in related proceedings.

/s/ Kerry J. Miller
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