

EXHIBIT "A"

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

THE ESTATE OF ROLANDO RODRIGUEZ

PLAINTIFFS

-vs-
RHWR

CAUSE NO. 1:21-cv-00125-LG-

SCOTT M. FAVRE PUBLIC ADJUSTER, LLC;
SCOTT M. FAVRE; CINDY L. FAVRE; and
JOHN AND JANE DOE DEFENDANTS A, B,C,
D, AND E

DEFENDANTS

AFFIDAVIT OF TAIWAN CHAPMAN

COME NOW the Affiant, Taiwan Chapman, being first duly sworn upon her oath, deposes and states:

1. I am over the age of eighteen (18) years, and make the statements set forth herein based upon my personal knowledge
2. I have been employed in the educational publication industry for 18 years, including 13 years with Scholastic Education and 5 years with Voyager Expanded Learning. Additionally, I own and operate a MWBE business development company called The Tillis Group based in Mansfield, Texas to whom independent business is contracted.
3. I met Rolando Rodriguez ("Rolando") in or around May 2004 as a fellow colleague at Voyager Expanded Learning. I ended my career at Voyager in 2009; however, reunited with Rolando as a colleague at Scholastic Education in the Fall 2015. Until his death, he remained a close friend and professional colleague.
4. I met Scott Favre ("Favre"), of Scott M. Favre Public Adjuster, LLC (SMFPA) at a NABSE or TABSE Conference in or around 2006-2008.
5. Around 2017, I partnered with Jessie Haynes for the purpose of jointly referring clients that resulted in signed contracts with insured property damage claims to SMFPA. This relationship continues to this day
6. Sporadically between 2009-2015, Rolando and I stayed in touch with each other over the years. In or around October 2015, we began working together again at Scholastic. For almost two years, we worked collaboratively on strategy, teaming arrangements, high level events and overall business development in school literacy throughout the United States.
7. After my father passed away in February 2017, Rolando and I spoke with more regularity. From those conversations, I knew Rolando accepted a position at Amplify and we discussed openings he was staffing for the company. During our conversations, we discussed the fact that he was recruiting a team in the State of Texas, and asked me about former colleagues or job seekers I knew. Over the months, it was difficult for him to adjust to the position due to empty territories. Somewhere within this timeframe, he left Amplify and started refurbishing yachts with his brother-in-law. Not any of my discussions with Rolando during this time were related to any work that SMFPA and/or I

were doing.

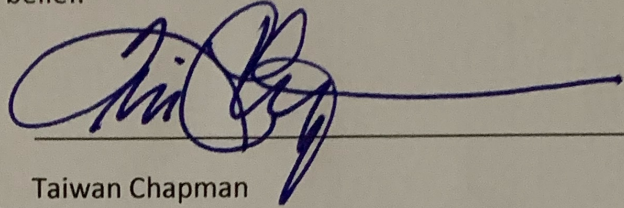
8. In September of 2017 Hurricane Harvey, Irma and Maria struck Puerto Rico. During a routine strategy session on how to engage within the impacted areas, I mentioned to Favre and Jessie that I knew another person (Rolando) who we, Jessie and myself, would like on our team regarding referrals serving Puerto Rico. Rolando was a good fit overall because he was fluent in Spanish, and had developed various contacts in Puerto Rico over the years through his work for Voyager and Scholastic. Favre met him and said that was acceptable and subsequently, Rolando joined our growing executive consultant team.
9. In an effort to remain neutral, my partner, Jessie Haynes, negotiated the terms with Rolando that were used in the written contract with SMFPA. We presented said contract to Mr. Favre for his consideration; however, the terms and conditions were all similar to others throughout Florida, Alabama and Texas. Rolando's written contract with SMFPA was for referrals regarding potential clients with insured property damage claims in Puerto Rico. (A copy of Rolando's contract is attached hereto.) The contract called for a \$1,000 payment for each meeting Rolando setup with a potential client and SMFPA. If Rolando's referral resulted in a public adjuster contract between SMFPA and the client, then Rolando would receive 2.5% fee of the public adjuster fee SMFPA received on the client's insurance claim. Logistical costs such as travel, food, lodging were covered within the contract. Rolando's fees would be paid by SMFPA directly to Rolando. Subsequently, the 2.5% contingency fee was a portion of the larger value paid by SMFPA to its subconsultants. These fees would be paid by SMFPA directly to Rolando Rodriguez.
10. A few months after Rolando executed his written contract with SMFPA, he approached Jessie Haynes regarding renegotiation of his contract with SMFPA to increase his percentage. For that to happen, all contracts with our team (inclusive of our own would need to be restructured). Jessie and I had discussions at length about this and agreed for multiple reasons to refuse to do so. Beyond 2.5% being more than a fair industry standard amount and equitable in the marketplace of education, it had no milestones or tiers associated with the amount. Simply put, Rolando had no achievement thresholds to capture his percentage. Rolando was reminded those were the terms he'd agreed upon execution and his request was refused by Jessie and I. Thus, there was no written agreement as required by contract to change his payment amount.
11. Overall daily operations were led by Jessie Haynes with Rolando assisting onsite regarding our efforts in making referrals to SMFPA in Puerto Rico which would ultimately result in a 2.5% commission for Rolando. All marketing, business development, strategy, follow-up information and overall outreach was coordinated between Jessie, Rolando and I. I confirm that the client list attached hereto is correct as being the clients our team (Jessie Haynes, Rolando Rodriguez, and I) referred to SMFPA that resulted in signed public adjuster contracts between SMFPA and the clients in Puerto Rico.
12. At no time did Rolando's objective include any referrals to procure FEMA Grant Management contracts and Rolando's agreement with SMFPA makes no mention of doing so.
13. Jessie Haynes and I have had a long-standing successful working relationship with SMFPA, and we have been paid per the terms of our written contract with SMFPA after SMFPA received its public adjuster fee. Our team (Jessie Haynes, Rolando Rodriguez and I) knew that SMFPA had its own presence in Puerto Rico and throughout the contiguous 48 states. Our involvement does not extend to every SMFPA agreement. However, we have never asked SMFPA to pay us for clients that we did not refer and set up a meeting with SMFPA that resulted in a signed public adjuster contract.
14. Upon leaving Puerto Rico, Rolando offered to engage my services in a flip arrangement with The Bridge Consulting Group to assist in securing work for SMFPA or the Public Adjuster by offering me a similar arrangement to the executed contract he accepted with Jessie and I. Rolando and I discussed a proposed 2.5% commission and \$500 per meeting allotment to which I declined on as it was similar in verbiage to my current contract with SMFPA and not equally lucrative. FURTHER THE AFFIANT SAYETH NOT.

AFFIRMATION

STATE OF TEXAS

COUNTY OF DALLAS

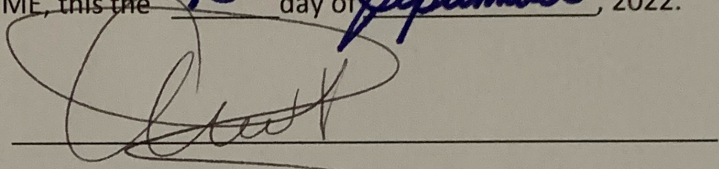
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Taiwan Chapman, who, being by me first duly sworn, states on oath that she has executed the above and foregoing Affidavit of Taiwan Chapman, and that the statements contained in the responses are true and correct to the best of her knowledge and belief.


Taiwan Chapman

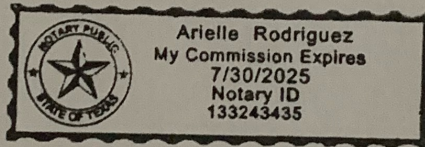
SWORN TO AND SUBSCRIBED BEFORE ME, this the 13th day of September, 2022.

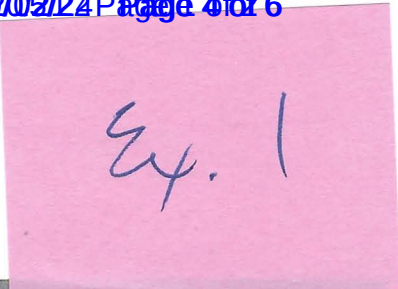
My Commission Expires:

07/30/2025



NOTARY PUBLIC





7044 Stennis Airport Rd., Kiln, MS 39556 Office: 228-466-5644 Fax: 228-466-5645
www.favrepa.com

AGREEMENT

This Split Fee Agreement, here in called the "Agreement", is by and between (First Party) Scott M Favre, Public Adjuster, LLC, a public adjusting firm located in Kiln, MS and (Second Party) Rolando Rodriguez. This Agreement is for the purpose of jointly referring clients and resulting in signed contracts for Scott M Favre Public Adjuster, LLC. This Agreement will commence as of the later of the signatures and dates entered below, and will continue in full force and effect until or unless terminated by either party providing written notice of termination to the other. In the event of such notice, this Agreement shall remain in effect with regard to any clients that have been referred from one party to the other. This Agreement may only be amended by documents signed by both parties. Through this Agreement, the firm with the contract is referred to as the "Public Adjuster," and the party supplying the candidate is referred to as the "Referrer."

IN CONSIDERATION of the mutual covenants contained herein, both parties do hereby agree to the following:

1. The PUBLIC ADJUSTER owns the relationship with the Client, and therefore (unless otherwise agreed by the parties as to any particular job) will solely and directly interact with Client in developing, clarifying and communicating the job requisition.
2. The PUBLIC ADJUSTER will consult with Client, including planning and coordination, scheduling meetings, and maintaining communications regarding any significant activity regarding jobs.
3. Exact fees and guarantee agreements with a client will be fully disclosed by the PUBLIC ADJUSTER and agreed to by the REFERRER prior to any client referrals. Fees will be billed in accordance with this agreement.
4. Fees received by the PUBLIC ADJUSTER will be shared on a 97.5/2.5 basis, with 2.5% of the fee received by the PUBLIC ADJUSTER will be paid to the REFERRER, unless otherwise agreed by the parties in writing as to any particular client. An additional \$1,000.00 will be paid for each meeting that the REFERRER sets up with any school district.
5. The Referrer will invoice the PUBLIC ADJUSTER for any reasonable expenses incurred for the acquisition of the Contract. PUBLIC ADJUSTER shall pay invoices within 30 days of receipt.
6. Confidentiality will be observed at all times. Confidential information received from one firm will not be disclosed without written consent.
7. Referrals are valid indefinitely. During any time after original referral from REFERRER, prospects responding to any solicitation or follow-up to determine availability, either written or verbal, will still be considered split-fee candidates - whether or not they have changed employers since the original referral by the REFERRER.
8. This Agreement contains the complete understanding concerning the contractual arrangement between the parties

9. This Agreement, and the application or interpretation thereof, will be governed exclusively by its terms and by the laws of Mississippi.

10. The persons signing this Agreement represent and warrant that they have the full authority to sign this Agreement on behalf of and bind the party for whom they are signing and that this Agreement is fully authorized and bind such party.

AUTHORIZATION

IN WITNESS WHEREOF, the persons signing below certify they are authorized to bind their respective entities to the terms and conditions of this Agreement:

FIRST PARTY AUTHORIZATION

Company: Scott M. Favre Public Adjuster, LLC

Name: Scott M. Favre

Title:

Phone: 228-466-5644

Signature Date

Signature

SECOND PARTY AUTHORIZATION

Company:

Name: *Rolando Rodriguez*

Title:

Phone: *305-431-0053*

Signature Date *9-22-17*

Signature *Rolando Rodriguez*

LIST OF ROLANDO RODRIGUEZ REFERRALS IN PUERTO RICO

1. Asociacion de Residentes de Naranjos 702
2. Casa Grande Interactive Communications, Inc.
3. CONGREGACIÓN MITA, INC
4. Consejo de Titulares Condominio Paseo Central 200
5. Consejo de Titulares Condominio Paseo Central 400
6. Doctors' Center Hospital, Inc., et al.
7. Flexible Packaging Group
8. Municipality of Barceloneta
9. Municipality of Cabo Rojo
10. Municipality of Caguas
11. Municipality of Coamo
12. Municipality of Hormigueros
13. Municipality of Humacao
14. Municipality of Juana Diaz
15. Municipality of Lajas
16. Municipality of Loiza
17. Municipality of Luquillo
18. Municipality of Sabana Grande
19. Municipality of San German
20. Municipality of Yabucoa
21. Municipality of Yauco
22. Sabana Limited Partnership S. E.
23. Surf N Sun water Park, and/or Municipality of San German and/or San German Municipal Enterprises
24. Villa del Asociado Jenaro Cortes.
25. Pontificia Universidad Católica de Puerto Rico