

EXHIBIT "B"

IN THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF MISSISSIPPI

SOUTHERN DIVISION

THE ESTATE OF ROLANDO RODRIGUEZ

PLAINTIFFS

-vs-

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

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 JESSIE HAYNES

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

1. That I am over the age of eighteen (18) years, and make the statements set forth herein based upon my personal knowledge.
2. That, now retired, I was employed in city government and public education (university and K-12) industry for more than 20 years and in media and public relations private practice for another 20 years. I have a bachelor's in journalism, a master's in business and held international accreditation in public relations most of my career.
3. That, if I recall correctly, I briefly met Rolando Rodriguez ("Rolando") in or around November 2012 at a national professional educators' conference; later, in 2017, I was

re-introduced to Rolando via Tai Chapman (“Tai”) of the Tillis Group as a prospect to work as one of our team liaisons.

4. That I met Scott Favre (“Scott”), of Scott M. Favre Public Adjuster, LLC (“SMFPA”) in 2007 after several hurricanes, including Rita, hit the Gulf Coast.
5. That, after retiring from public education, I did some freelance communications, strategizing and business development consulting, including work with SMFPA. In 2017, Tai Chapman of the Tillis Group (Tai) and I teamed up to jointly enter a commissioned-based agreement with SMFPA where we (and our liaisons such as Rolando and others) would do business development on behalf of SMFPA toward identifying and arranging informational meetings with prospective clients experiencing tropical storm related property damage. Our relationship with SMFPA continues to this day. I worked with the liaisons, including Rolando, to proffer agreements with SMFPA for 2.5 percent commission of SMFPA fees and \$1,000 per introduction made, plus related subsistence costs.
6. That in September 2017, Hurricanes Harvey, Irma and Maria struck and devastated several regions, including Puerto Rico. Tai and I encouraged SMFPA to look at helping the people of Puerto Rico recover from these storms. We recommended Rolando as a prospective liaison via our team to assist in outreach to key storm-impacted entities in Puerto Rico. We agreed to provide Rolando with assistance, guidance and business development support in his efforts to make client referrals to SMFPA.
7. Additionally, that I negotiated with Rolando and SMFPA the terms that would be used in his written contract with SMFPA. The agreement was similar to

ones we helped to proffer between SMFPA and other team liaisons. After Rolando, Tai, and I were clear with the terms of the contract, a Rolando-signed agreement was provided to SMFPA for consideration. SMFPA agreed to the written contract with Rolando. Rolando's written agreement with SMFPA that I worked with him to develop provided him with \$1,000 for each appointment he arranged for SMFPA to present to prospective clients, related subsistence cost as travel, food and housing and a 2.5% commission of SMFPA fees resulting from the successful contracts where he arranged successful introductions. Per SMFPA, a copy of Rolando's contract with SMFPA hereto is attached.

8. Months later, Rolando contacted me seeking assistance or guidance to renegotiate and increase the 2.5% commission in his contract with SMFPA. Tai and I talked with Rolando about his reasoning and an apparent inappropriateness of his request just a few months after the original agreement. However, I provided an unbiased presentation to SMFPA explaining Rolando's request for an increase in his commission. The request was denied. I relayed to a disappointed Rolando that his request was denied. Rolando's initial agreement with SMFPA clearly states changes are only effective if made in writing and signed by both parties. I know of no written changes made to the original agreement that I helped to proffer with Rolando on his behalf with SMFPA.

AFFIRMATION

STATE OF Mississippi

COUNTY OF Lauderdale

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

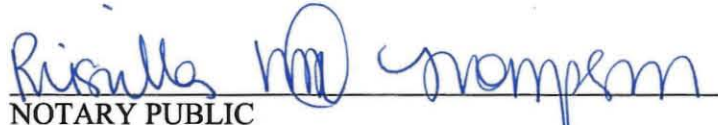


Jessie Haynes

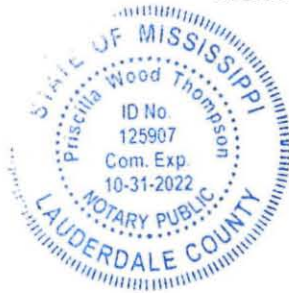
SWORN TO AND SUBSCRIBED BEFORE ME, this the 14th day of September, 2022.

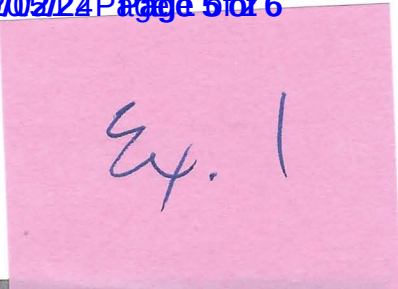
My Commission Expires:

10/31/2022



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*