

**IN THE UNITED STATE DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DISVISION**

TAIWAN CHAPMAN AND JESSIE HAYNES

PLAINTIFFS

V.

CASE# 1:23-CV-00284-TBM-RPM

**SCOTT M. FAVRE PUBLIC ADJUSTER, LLC,
CINDY LYNN FAVRE, AS EXECUTRIX OF THE
ESTATE OF SCOTT MICHAEL FAVRE, DECEASED,
AND CINDY LYNN FAVRE, AS TRUSTEE OF THE
SCOTT MICHAEL FAVRE REVOCABLE TRUST**

DEFENDANTS

SCOTT M. FAVRE PUBLIC ADJUSTER, LLC,

COUNTER-CLAIM PLAINTIFF

V.

TAIWAN CHAPMAN AND JESSIE HAYNES

COUNTER-CLAIM DEFENDANTS

ANSWER, DEFENSES AND COUNTER-CLAIM TO COMPLAINT

COMES NOW the Defendant, Scott M. Favre, Public Adjuster, LLC, (“SMFPA”), by counsel, and for Defendant’s Answer, Defenses and Counter-Claim to Amended Complaint, state:

ANSWER

Parties

1. Defendant admits the allegations in Paragraph 1 of the Complaint.
2. Defendant admits the allegations in Paragraph 2 of the Complaint.
3. Defendant admits the allegations in Paragraph 3 of the Complaint, except Defendant is without sufficient information to either admit or deny the term “revocable” and therefore denies the same.

4. Defendant admits the allegations in Paragraph 4 of the Complaint.

Jurisdiction And Venue

5. Defendant is without sufficient information to either admit or deny diversity jurisdiction exists as alleged in Paragraph 5 of the Complaint because each of the Plaintiffs' claims against SMFPA are separated by other contingent contracts to which Plaintiffs are not parties, and that each of the Plaintiffs' separate claims against SMFPA are contingent and unliquidated as to specific but separate amounts, if any, and therefore Defendant denies the allegations in Paragraph 5 of the Complaint to the extent not otherwise inconsistent with SMFPA's Counterclaim, *infra*.

6. Defendant admits the Court has personal jurisdiction over this Defendant as stated in Paragraph 6 of the Complaint. The Defendant denies all remaining allegations set forth in Paragraph 6 of the Complaint.

7. Defendant denies the allegations in Paragraph 7 of the Complaint.

Facts

8. With respect to the allegations in Paragraph 8 of the Complaint, SMFPA admits that Plaintiffs had a long-standing business relationship with SMFPA that included referring potential claims relating to Hurricane Irma impacting the State of Florida.

9. With respect to the allegations in Paragraph 9 of the Complaint, SMFPA admits that Plaintiffs had a long-standing business relationship with SMFPA that included referring potential property insurance claims relating to Hurricane Irma impacting the State of Florida for which SMFPA would sometimes enter contingency public adjuster contracts with the insureds having insured property claims referred by Plaintiff Taiwan Chapman (sometimes referred to herein as

“Chapman”), Plaintiff Jessie Haynes (sometimes referred to herein as “Haynes”) and non-party Rolando Rodriguez (“Rodriguez”). SMFPA denies that it engaged in “commission” contracts as a public adjuster and denies any inference that any agreement exists between Plaintiffs and SMFPA regarding any FEMA claims. SMFPA demands strict proof.

10. With respect to the allegations in Paragraph 10 of the Complaint, SMFPA admits that Plaintiffs used their business and professional contacts acquired through such entities as Scholastic Education, Voyager Expanded Learning, NABSE, TABSE, and other similar entities. This Defendant is without sufficient knowledge or information to admit or deny the inference that Plaintiffs and/or Rodriguez disclosed their contingency contracts or financial interests existing with SMFPA to the potential clients with insured property claims Plaintiff sought to refer to SMFPA.

11. Defendant admits the allegations in Paragraph 11 of the Complaint, but denies any inference that such written contracts are of any nature other than contingency fee contracts.

12. Defendant admits the allegations in Paragraph 12 of the Complaint as to “public adjuster” fees only and denies any inference that “public adjuster” fees include any FEMA fees.

13. Defendant denies the allegations in Paragraph 13 of the Complaint.

14. With respect to the allegations in Paragraph 14 of the Complaint, SMFPA admits it had a separate written contingency contract with Rodriguez regarding public adjuster fees but denies that any contract included FEMA fees with Rordriguez.

15. With respect to the allegations in Paragraph 15 of the Complaint, SMFPA admits it has a written public adjuster contract with Polk County Public Schools but denies the remaining allegations.

16. With respect to the allegations in Paragraph 16 of the Complaint, SMFPA admits it has a written public adjuster contract with Gadsen County School District but denies the remaining allegations.

17. With respect to the allegations in Paragraph 17 of the Complaint, SMFPA admits its written contracts with Plaintiffs and separate contract with Rodriguez applied to public adjuster fees relating to Puerto Rico and Hurricane Maria but denies the remaining allegations including any inference that SMFPA's written contracts with Plaintiffs and/or Rodriguez include any services related to FEMA.

18. With respect to the allegations in Paragraph 18 of the Complaint, SMFPA is without sufficient information to either admit or deny that Plaintiffs identified or solicited any potential clients in Puerto Rico or made any referrals in Puerto Rico, and therefore deny the same. SMFPA admits that Rodríguez made referrals which resulted in SMFPA obtaining written public adjuster contracts in Puerto Rico, which such contracts are set forth on a list attached to the Affidavit of Taiwan Chapman, a copy of which is attached hereto and marked as Exhibit "A" (the "Chapman Affidavit"). SMFPA denies all remaining allegations.

19. With respect to the allegations in Paragraph 19 of the Complaint, SMFPA admits Rodriguez was fluent in Spanish and that SMPFA paid Rodriguez' expenses. All remaining allegations are denied.

20. Defendant denies the allegations set forth in Paragraph 20 of the Complaint because the written contract with Plaintiffs attached to the Complaint speak for themselves.

21. With respect to the allegations in Paragraph 21 of the Complaint, SMFPA is without

sufficient information to either admit or deny that Plaintiffs themselves identified or solicited any potential clients in Puerto Rico or made any referrals in Puerto Rico, and therefore deny the same. SMFPA admits that Rodríguez made referrals which resulted in SMFPA obtaining written public adjuster contracts in Puerto Rico, which such contracts are set forth on a list attached to the Chapman Affidavit. SMFPA denies all remaining allegations.

22. With respect to the allegations in Paragraph 22 of the Complaint, SMFPA admits that it received public adjuster fees from some public adjuster contracts in Puerto Rico for which Plaintiffs have been fully compensated. SMFPA denies the remaining allegations.

23. With respect to the allegations in Paragraph 23 of the Complaint, SMFPA admits that it expects to receive public adjusting fees from Florida and Puerto Rico in the future to which Plaintiffs may be entitled to their contingency fee as per the written contracts, if and when SMFPA receives any such public adjusting fee in the future. SMFPA denies the remaining allegations including any inference that SMFPA's written contracts with Plaintiffs include any services related to FEMA.

24. With respect to the allegations in Paragraph 24 of the Complaint, SMFPA admits it received the letter dated August 8, 2023, attached to the Complaint as Exhibit 3. SMFPA denies any sums were due under the contract at that time. SMFPA denies the remaining allegations.

CLAIMS

Count 1- Breach of Contract

25. Paragraph 25 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

26. With respect to the allegations in Paragraph 26 of the Complaint, SMFPA admits Scott Favre acted on behalf of SMFPA in entering into the written contract with Plaintiffs. SMFPA denies the contract calls for “commissions” and affirmatively states the contract conveys a bargained for contingency interest to Plaintiffs [15%] in SMFPA’s contingency interests [in public adjuster fees] only in certain public adjuster contracts between SMFPA and insured clients that Plaintiffs actually referred pursuant to the terms of the written contract between SMFPA and Plaintiffs. SMFPA denies any remaining allegations.

27. With respect to the allegations in Paragraph 27 of the Complaint, SMFPA is without sufficient information at this time to either admit or deny who made offers or counter-offers. SMFPA admits that the parties entered the written contract as evidenced by their signatures.

28. With respect to the allegations in Paragraph 28 of the Complaint, SMFPA admits the contract speaks for itself and includes but is not limited to, descriptions of services, compensation for services and duration of services.

29. The Defendant denies the allegations in Paragraph 29 of the Complaint.

30. The Defendant denies the allegations in Paragraph 30 of the Complaint.

Count 2-Tortious Breach of Contract

31. Paragraph 31 of the Complaint does not require the Defendant’s specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

32. The Defendant denies the allegations in Paragraph 32 of the Complaint.

33. The Defendant denies the allegations in Paragraph 33 of the Complaint.

34. The Defendant denies the allegations in Paragraph 34 of the Complaint.

35. The Defendant denies the allegations in Paragraph 35 of the Complaint.

36. The Defendant denies the allegations in Paragraph 36 of the Complaint.

37. The Defendant denies the allegations in Paragraph 37 of the Complaint.

Count 3-Breach of the Implied Covenant of Good Faith and Fair Dealing

38. Paragraph 38 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

39. The Defendant admits the allegations in Paragraph 39 of the Complaint.

40. The Defendant denies the allegations in Paragraph 40 of the Complaint.

41. The Defendant denies the allegations in Paragraph 41 of the Complaint.

42. The Defendant denies the allegations in Paragraph 42 of the Complaint.

43. The Defendant denies the allegations in Paragraph 43 of the Complaint.

Count 4- Fraudulent Inducement

44. Paragraph 44 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

45. The Defendant denies the allegations in Paragraph 45 of the Complaint.

46. With respect to the allegations in Paragraph 46 of the Complaint, SMFPA admits the Plaintiffs and SMFPA each have the right to reasonably reply upon the written contract and that written contract contains parties' complete understanding concerning the contractual arrangement between the parties. SMFPA denies any remaining allegations.

47. The Defendant denies the allegations in Paragraph 47 of the Complaint.

48. The Defendant denies the allegations in Paragraph 48 of the Complaint.

Count 5- Promissory Estoppel

49. Paragraph 49 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

50. With respect to the allegations in Paragraph 50 of the Complaint, SMFPA admits the Plaintiffs and SMFPA each have the right to reasonably rely upon the written contract and that any promises made by any party are contained in or superseded by written contract which contains the parties' complete understanding concerning the contractual arrangement between the parties. SMFPA denies any remaining allegations.

51. With respect to the allegations in Paragraph 51 of the Complaint, SMFPA admits its intentions were and are for the parties to rely on the written contract. SMFPA denies any remaining allegations.

52. The Defendant denies the allegations in Paragraph 52 of the Complaint.

53. The Defendant denies the allegations in Paragraph 53 of the Complaint.

Count 6- Quantum Meruit / Unjust Enrichment

54. Paragraph 54 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

55. With respect to the allegations in Paragraph 55 of the Complaint, if no contract exists between SMFPA and the Plaintiffs, the Defendant would admit that if SMFPA receives any public adjuster fees based on a quantum meruit basis and only in certain public adjuster contracts

between SMFPA and insured clients that Plaintiffs actually referred, then Plaintiffs should be compensated for any services they actually performed or provided based on quantum meruit only if SMFPA receives a payment from the client referred quantum meruit. SMFPA denies any remaining allegations.

56. With respect to the allegations in Paragraph 56 of the Complaint, if no contract exists between SMFPA and the Plaintiffs, the Defendant would admit that if SMFPA receives any public adjuster fees based on a quantum meruit basis and only in certain public adjuster contracts between SMFPA and insured clients that Plaintiffs actually referred, then Plaintiffs should be compensated for any services they actually performed or provided based on quantum meruit only if SMFPA receives a payment from the client referred quantum meruit. SMFPA denies any remaining allegations.

57. The Defendant denies the allegations in Paragraph 57 of the Complaint.

Count 7- Equitable Estoppel

58. Paragraph 58 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

59. With respect to the allegations in Paragraph 59 of the Complaint, SMFPA admits Scott Favre acted on behalf of SMFPA in entering into the written contract with Plaintiffs. SMFPA denies the contract calls for "commissions" and affirmatively states the contract conveys a bargained for contingency interest to Plaintiffs of Fifteen Percent [15%] of SMFPA's contingency interests [in public adjuster fees] only in certain public adjuster contracts between

SMFPA and insured clients that Plaintiffs actually referred pursuant to the terms of the written contract between SMFPA and Plaintiffs. SMFPA denies any remaining allegations.

60. The Defendant denies the allegations in Paragraph 60 of the Complaint.

61. The Defendant denies the allegations in Paragraph 61 of the Complaint.

62. The Defendant denies the allegations in Paragraph 62 of the Complaint.

63. The Defendant denies the allegations in Paragraph 63 of the Complaint.

Count 8 - Constructive Trust

64. Paragraph 64 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

65. The Defendant denies the allegations in Paragraph 65 of the Complaint.

66. The Defendant denies the allegations in Paragraph 66 of the Complaint.

67. The Defendant denies the allegations in Paragraph 67 of the Complaint.

68. The Defendant denies the allegations in Paragraph 68 of the Complaint to the extent that any particular contingent public adjuster fee is only "generated" when SMFPA receives its public adjuster fee and, as to Plaintiffs, only in certain public adjuster contracts between SMFPA and insured clients that Plaintiffs actually referred.

69. The Defendant denies the allegations in Paragraph 69 of the Complaint.

Count 9 - Failure to Pay Open Account

70. Paragraph 70 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

71. With respect to the allegations in Paragraph 71 of the Complaint, SMFPA admits it received the letter dated August 8, 2023, attached to the Complaint as Exhibit 3. SMFPA denies said letter sufficiently states an open account or proper demand. SMFPA denies the remaining allegations.

72. With respect to the allegations in Paragraph 72 of the Complaint, SMFPA admits more than thirty days (30) have passed since August 8, 2023. SMFPA denies the remaining allegations.

73. The Defendant denies the allegations in Paragraph 73 of the Complaint.

Count 10 – Accounting

74. Paragraph 74 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

75. The Defendant denies the allegations in Paragraph 75 of the Complaint.

Count 11 --Punitive Damages

76. Paragraph 76 of the Complaint does not require the Defendant's specific admission or denial and is, therefore, denied to the extent that allegations preceding said paragraph were denied.

77. The Defendant denies the allegations in Paragraph 77 of the Complaint.

RESERVATION OF ADDITIONAL CLAIMS

78. Paragraph 78 of the Complaint does not require the Defendant's specific admission

or denial and is, therefore, denied, and SMFPA generally denies that Plaintiffs are entitled to the relief sought in the paragraph beginning “Wherefore”.

DEFENSES

First Defense

The Plaintiffs’ Complaint fails to state a claim against Defendant upon which relief can be granted pursuant to Fed.R.Civ.P. 12 (b)(6).

Second Defense

The Plaintiffs have failed to state a valid open account claim under Miss. Code Annot. § 11-53-81.

Third Defense

The Defendant did not breach any duty owed to the Plaintiffs.

Fourth Defense

Defendant did not breach the written contract or the duty of good faith and fair dealing.

Fifth Defense

The written contract contains the parties’ complete understanding concerning the contractual arrangement between the parties.

Sixth Defense

Defendant is entitled to setoff for any payments made to Plaintiffs or other entities on Plaintiffs’ behalf.

Seventh Defense

Plaintiffs’ verbal contract claims, if any, are barred under the statute of frauds under Miss. Code Annot. § 15-3-1.

Eighth Defense

Plaintiffs' claims are barred, in whole or in part, under the doctrine of equitable estoppel.

Ninth Defense

Defendant invokes the provisions of Miss. Code Ann. § 85-5-7 preserving its claim for apportionment, contribution, and or indemnity from any individual or entity that may have caused or contributed to the Plaintiffs' claims or damages, if any.

Tenth Defense

The Plaintiffs' claims for recovery, if any, have not accrued for reasons that conditions precedent have not been performed and/or have not occurred those being specifically that SMFPA must first receive its contingent public adjuster fee before any sum would be owed to Plaintiffs and then only as to certain public adjuster contracts between SMFPA and insured clients that Plaintiffs actually referred to SMFPA that resulted in a signed public adjuster agreement between SMFPA and the client.

Eleventh Defense

The Plaintiffs' claims, if any, are contingent and unliquidated and have not accrued.

Twelfth Defense

Defendant expressly reserves the right to assert any additional defenses which may be, or become, applicable or which may be determined to be applicable during the course of discovery.

Thirteenth Defense

Defendant affirmatively asserts the defenses and avoidance of accord and satisfaction; arbitration and award; assumption of risk; contributory negligence; duress; estoppel; failure of consideration; fraud; illegality; injury by fellow servant; laches; license; payment; release; res judicata; statute of frauds; statute of limitations; and waiver.

Fourteenth Defense

The Plaintiffs' Complaint fails to state with particularity any circumstance constituting fraud against Defendant as required by Fed.R.Civ.P. 9 (b).

Fifteenth Defense

Defendant would state that the compensatory phase of the trial of this matter should be bifurcated from the punitive damage phase, if any, under Miss. Code Ann. § 11-1-65.

Sixteenth Defense

The allegations with regard to punitive and/or exemplary damages, as set forth by the Plaintiffs in the Amended Complaint, are subject to the terms, provisions, and adjudicatory procedures established under Miss. Code Ann. § 11-1-65, as to: (a) the standard for determining the appropriateness, or the appropriate size, of a punitive damages award; the limits of punitive damages; the standard for determining liability for punitive damages; bifurcation; and as to the standards of judicial review (but only to the extent that said statute does not otherwise violate Defendants' due process and equal protection rights guaranteed by the Fourteenth Amendment of the United States Constitution and the Double Jeopardy Clause of the Fifth Amendment as incorporated into the Fourteenth Amendment, and by the Mississippi Constitutional provisions relative to due process, equal protection, and the guarantee against double jeopardy, as no sufficient standard for application to the Plaintiffs exists.

Seventeenth Defense

The Plaintiffs have not stated a claim for extra contractual damages and Defendant demands strict proof.

Eighteenth Defense

To the extent Plaintiffs claim an interest in all public adjuster contracts Defendant may be engaged in with non-parties or third-parties in Florida and/or Puerto Rico, Defendant affirmatively states, Plaintiffs lack any interest in such contracts other than the contracts the Plaintiffs referred to SMFPA.

Nineteenth Defense

To the extent Plaintiffs claim any contingency financial interest in any of SMFPA's FEMA Grant Management Contracts,, such contingency financial interests are illegal and contrary to law.

COUNTER-CLAIM

Jurisdiction and Venue

1. This Court has jurisdiction over this Counterclaim based on 28 U.S.C. §1332 and is brought before the Court pursuant to Fed.R.Civ.P. 57 and 28 U.S.C. §2201 (a).

Facts

2. The Counterclaim Plaintiff, SMFPA, incorporates herein all preceding paragraphs.
3. SMFPA is a public adjusting firm representing clients who have suffered insured losses ordinarily caused by storms and hurricanes.
4. SMFPA routinely enters Public Adjuster Agreements with clients on a contingency fee basis as permitted by law. Pursuant to its Public Adjuster Agreements, SMFPA typically receives Ten Percent (10%) (or less) of any insurance amounts recovered on behalf of the client.
5. In August of 2017, SMFPA entered a written contract with Counterclaim Defendants,

Taiwan Chapman (“Chapman”) and Jessie Haynes (“Haynes”), signed in counter-parts, copies of which are attached to Plaintiffs’ Complaint as Exhibits 1 and 2 (the “Contract”).

6. The purpose of the Contract is stated in the recital paragraph as “referring clients and resulting in signed contracts for Scott M Favre Public Adjuster, LLC.” SMFPA is referred to as the “Public Adjuster” and Chapman and Haynes are referred to as the “Referrer” supplying the candidate client to be referred to SMFPA.

7. The Contract at paragraph 4 states the contingency consideration to be paid to the Referrer as:

“Fees received by the PUBLIC ADJUSTER will be shared on a 85/15 basis, with 15% 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.”

8. At all times relevant hereto, Chapman and Haynes agreed to SMFPA’s Public Adjuster Agreement and contingency public adjuster fee amount with each client referred to SMFPA by Chapman and Haynes under the Contract consistent with paragraph 3 of the Contract.

9. The Contract states in the recital paragraph it “may only be amended by documents signed by both parties.”

10. The Contract has not been amended and there are no other written agreements between the parties.

Count 1: Action For Declaratory Judgment

11. SMFPA, incorporates herein all preceding paragraphs.

12. The Contract only applies to client candidates that Chapman and Haynes referred to SMFPA that resulted in a signed Public Adjuster Agreement between SMFPA and the client.

13. Any fee owed, or to be paid to, Chapman and Haynes for referring a client date under the Contract is a contingency fee based on SMFPA's contingency public adjuster fee from a signed Public Adjuster Agreement between SMFPA and such client candidate.

14. SMFPA must first receive a contingency public adjuster fee from the client as a condition precedent which triggers SMFPA obligation under the Contract to pay a Fifteen Percent (15%) contingency fee to Chapman and Haynes.

15. By information and belief, SMFPA is current on any payment owed to Chapman and Haynes under the Contract.

WHEREFORE, SMFPA respectfully requests this Honorable Court to enter a declaratory judgment finding any fee owed or to be paid to Chapman and Haynes under the Contract is a contingency fee based on SMFPA's public adjuster contingency fee ; and that as a condition precedent under the Contract, SMFPA must first receive public adjuster contingency from the client before SMFPA's obligation is triggered under the Contract to pay a Fifteen Percent (15%) contingency fee to Chapman and Haynes; and for all further relief that is just and proper.

Count 2: Breach Of The Duty Of Good Faith And Fair Dealing

16. SMFPA, incorporates herein all preceding paragraphs.

17. Chapman and Haynes previously provided the Affidavit of Taiwan Chapman, a copy of which is attached hereto and marked as Exhibit "A" (the "Chapman Affidavit") and the Affidavit of Jessie Haynes, a copy of which is attached hereto and marked as Exhibit "B" (the "Chapman Affidavit").

18. The duty of good faith and fair dealing attends all contracts interpreted under Mississippi law.

19. Chapman and Haynes sent a letter to SMFPA dated August 8, 2023, attached as Exhibit 3 to their Complaint (the “Demand Letter”). The Chapman and Haynes’ Demand letter does not allege any breach of the Contract by SMFPA. Instead, the Demand Letter alleges Chapman and Haynes’ knowledge of confidential information from another case obtained from attorneys for Rodriguez who now represent Chapman and Haynes in this lawsuit; the Demand Letter alleges a payment was due from SMFPA for contingency public adjuster fees SMFPA has not received from Polk County which is a fact Chapman, Haynes and their attorneys knew before filing this lawsuit.

20. Scott Favre passed away on May 9, 2023. Chapman and Haynes filed this lawsuit with a dishonest purpose and/or moral obliquity, without substantial justification for asserting claims with the purpose to harass SMFPA and other parties; unnecessarily expanded this litigation to vex SMFPA; and sued other parties connected with the passing of Scott Favre. Chapman and Haynes wrongfully usurped the circumstances of Scott Favre’s death and confidential information they had no right to have, vis-à-vis their agents, to file a lawsuit to force an estimated pre-payment of contingency fees from SMFPA in the known absence of the fulfillment of the condition precedent to be entitled to be paid under the Contract.

WHEREFORE, SMFPA respectfully requests a trial by jury as to Count 2 of this Counterclaim; judgment finding breach of the implied duty of good faith and fair dealing against Chapman and Haynes; imposition of extract-contractual damages and punitive damages; and for all further relief that is just and proper.

RESECTFULLY SUBMITTED,

/s/ David R. Wade

David R. Wade, MSB 99699

WADE & ASSOCIATES

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CERTIFICATE OF SERVICE

I, David R. Wade, do hereby certify that on January 2, 2024, I have electronically filed this document with the Court, via CM/ECF System which sent notification of such filing to all counsel of record.

/s/ David R. Wade

David R. Wade