

SUPREME COURT OF LOUISIANA

NUMBER

IN RE: CONFIDENTIAL PARTY

**EMERGENCY PETITION FOR INTERIM SUSPENSION
PURSUANT TO RULE XIX, SECTION 19.2**

**TO THE HONORABLE CHIEF JUSTICE
AND ASSOCIATE JUSTICES OF THE
SUPREME COURT OF LOUISIANA:**

NOW INTO COURT, through undersigned counsel, comes the Office of the Disciplinary Counsel ("ODC"), and respectfully represents that:

I.

Respondent Mr. Richard William Huye, III, Louisiana Bar Roll Number 38282, a member of the Louisiana Bar, was born in June of 1992 and was admitted to practice law in Louisiana on October 15, 2018. He is the Managing Partner of the Louisiana office for Texas-based McClenny Moseley and Associates, PLLC. Respondent does not have prior discipline; however, he was the subject of a disciplinary hearing on December 12, 2022 (22-DB-037), for allegations related to his firm's distribution of approximately 1,119,207 unsolicited written communications, which did not contain the required LSBA Registration Number, and failing to disclose, by city or town, a bona fide office location on a billboard and bus advertisement. As of the date of filing this pleading, ODC has not received the report from the hearing committee.

II.

The ODC has received numerous ethical complaints against Respondent such that the ODC currently has thirty-one (31) formal complaints for Respondent in various stages of the investigative/prosecutorial process. Twenty-nine (29) formal complaints are being concurrently investigated by Deputy Disciplinary Counsel. Two complaints have resulted in formal charges and are in active prosecution¹ at this time relative to lawyer advertising violations.

III.

Most complaints against Respondent involve Louisiana home insurance policy holders who sustained damages to their homes from hurricanes that impacted the state during the 2020 and 2021 hurricane seasons. Respondent's law firm, McClenny Moseley and Associates, PLLC

¹ See 22-DB-037.

("MMA") represented a portion of these complainants directly. Several of those complainants alleged, among other things, that MMA was difficult to contact and did no work on their claims. Other complainants alleged that their claims had been settled by MMA, but MMA had failed to tender the policy funds to them despite a lengthy period having elapsed. The ODC also received complaints alleging that homeowners who already had legal counsel were duped into signing paperwork retaining MMA as their attorneys even after they told representatives for MMA that they already had legal representation for their claims.

IV.

Three federal district courts have become involved in the instant matter. In an Order dated October 21, 2022, United States District Judge James D. Cain, Jr. of the Western District of Louisiana determined that Respondent and MMA had filed suits in matters that had already settled, filed duplicate filings, and filed suits for damages to property outside of the geographical area where reported damages had been caused by Hurricanes Laura and Delta. Judge Cain ordered that Respondent and MMA submit hard copies of the retention and/or engagement contracts for each of their clients for an *in camera* inspection. MMA was also sanctioned \$200.00 for each duplicate suit, each suit already settled, and for any filing for damages that had occurred outside the territorial boundaries of the storm impact area. Judge Cain also stayed all of MMA's litigation pending further order of the court. This order, at the time, affected 1,642 individual cases.

The hearing generating the referenced Order took place the day before, on October 20, 2022. The transcript of the hearing reveals that Judge Cain held concerns about Respondent and MMA, questioning whether MMA actually represented the plaintiffs in the suits they had filed; and if they did represent them, if they actually spoke with the plaintiffs and met with them before suits were filed. Judge Cain also appeared to express concerns about whether MMA had verified the allegations made in their pleadings. He warned that their failure to do so would result in Rule 11 sanctions. He even expressed his opinion, with a stern rebuke, that Respondent and MMA were preying on people. Judge Cain appeared especially concerned about the fact that Respondent and MMA had filed "1,600 cases" in three days.

A motion hearing was held before Judge Cain on December 13, 2022. His rebuke of Respondent and MMA's behavior continued, describing their actions as having "dumped a mess on the Court." Judge Cain was describing Respondent's act of having filed a massive number of suits in a very short period. He seemed especially concerned over the means with which

Respondent was signing up so many clients so quickly. Judge Cain, after reviewing a selection of MMA's contracts, expressed concern that there were multiple versions of their employment contracts and noted that a portion of the ones that he reviewed were not initiated by the firm but by a company in Georgia. Respondent explained to Judge Cain that extensive lawyer advertising generated a large number of clients. Judge Cain advised that he was aware that there were complaints from their clients about lack of contact², suggesting that MMA had taken on so many clients that the firm was unable to adequately represent all of them³. Judge Cain expressed his opinion that Respondent's motivation was not based on helping the victims of the hurricanes, as it should have been, but was financial in nature⁴. He accused Respondent and MMA of having performed no due diligence on their cases, especially with regard to the large number of duplicate suits that appeared to have been filed. Also, of concern to Judge Cain was that at least one suit filed by Respondent had settled the prior year; although Respondent denied to the judge that he was aware of the settlement. Respondent made another claim on behalf of an insured for damages to a home in Lake Charles pursuant to Hurricane Ida in 2021. However, Judge Cain noted that Hurricane Ida did not impact the Lake Charles area. Respondent conceded the filing was a mistake. Judge Cain also expressed concern about numerous Respondent filings he noticed from the Monroe and Ruston areas of Louisiana, and further noting that Respondent was using a damage estimator service (Scope Pros) that was not licensed to do business in Louisiana.

Multiple parties appeared at this hearing. Counsel for a former client of MMA, Darrell Williams, appeared and provided testimony to the court. Attorney Derek Brasher advised Judge Cain that he had filed suit on behalf of Mr. Williams after MMA had been discharged. After the termination, however, MMA still filed suit on behalf of Mr. Williams, creating another duplicate suit. This suit was erroneously filed as a Hurricane Ida claim, despite Mr. Williams being a resident of Lake Charles. According to Mr. Brasher, this was not an isolated case. He expressed concern that MMA was filing claims on behalf of people who were not making the claims themselves. Judge Cain called the suit frivolous⁵. Questions were also raised regarding what appeared to be

² See Rules of Professional Conduct Rule 1.4(a)(b).

³ Judge Cain told Respondent "That's part of your problem. You got too many clients that you can't handle." See transcript of December 13, 2022 hearing, page 17, lines 5-6.

⁴ Judge Cain commented "You've got to understand, this community was devastated by these hurricanes. That is why I put this in place, to help these people get their claims resolved, get them in this court and out as fast as possible. This isn't about dollar signs. I know that's probably what you're seeing, let's sign up a bunch of people, make a bunch of money." *Id.*, page 18, lines 24-25, page 19, lines 1-5.

⁵ Judge Cain commented "But I really don't understand how you filed it where everybody's to bear their own cost. I mean, you filed, to me, a frivolous lawsuit. Why would everybody bear their own cost? You should bear the cost. You filed it inappropriately." *Id.*, page 55, lines 19-24.

MMA's practice of endorsing checks on behalf of mortgage holders. Respondent denied that MMA regularly engaged in the practice, but advised the court that it could if it possessed power of attorney. Judge Cain responded that he had never before seen such a power of attorney granted by a mortgage holder. He also noted that if MMA was engaged in such practices without authorization, it was a violation of law. Kermith Sonnier, a representative for Accord Services Incorporated, was present in court and also provided testimony. Mr. Sonnier had extended homeowner financing to a home buyer, which was memorialized in a promissory note. Allstate (insurer of the property) issued a check in the amount of \$89,522.67 to Accord Services, the home buyer, his wife, and MMA. Despite having his company's name on the check, Mr. Sonnier testified that he had never seen it, nor had he ever given a power of attorney (or any other permission) to MMA to endorse the check on Accord Service's behalf. Mr. Sonnier testified that he never received any portion of funds, even though he was entitled to a percentage of the recovery. When questioned by the court, Respondent was unable to explain what had happened, suggesting only that neither he nor his co-counsel (Mr. Claude Reynaud, also present) had endorsed the check on behalf of Accord. Judge Cain expressed concern that if Respondent and MMA were forging signatures for FDIC mortgage holders, they were committing federal offenses. MMA's own retainer agreement does provide for power of attorney from the client, but the agreement expressly states that it doesn't include negotiable instruments.

V.

Federal District Judge David C. Joseph of the District Court for Western Louisiana held a hearing on December 28, 2022. MMA has filed numerous claims suits in his federal district in the Lafayette area. Judge Joseph admonished MMA because they "sued an insurance company that didn't issue a policy, without doing any investigation into whether there was a policy⁶." MMA, on behalf of client Bobby Dyer, had filed suit against Allied Trust Insurance. However, Mr. Dyer was insured by Allstate, not Allied. Judge Joseph dismissed the suit and ordered MMA to pay attorney fees (\$15,914.00) to Matthew Monson, the attorney for Allied, for MMA having filed the baseless suit. Mr. Monson advised the court of an entity called "Velawcity" which was providing claims leads to MMA. Judge Joseph likened Velawcity to a "runner," a term for a person who illegally recruits insurance claimants. Respondent expressly denied that Velawcity is a runner but, rather, performs advertising functions for MMA.

⁶ *Claims Journal*, Jim Sams, January 23, 2023.

VI.

Federal Magistrate Judge Michael North of the Eastern District of Louisiana held a hearing on February 1, 2023 involving Respondent, MMA, and a plaintiff by the name of Tricia Franatovich whom Respondent had claimed is their client. However, Ms. Franatovich testified at the hearing that she had never spoken to, or even met, Respondent previously. Ms. Franatovich testified that she was at home on April 27, 2022 when a man drove up and asked her if she needed roofing repair work performed. Her roof had sustained storm damage and was in need of repair. During the sales pitch, she was told by the salesman that the roofing company had a law firm that would represent her if she agreed to have the roof repair work done by his company. She told the salesman, multiple times, that she was not interested in legal representation through his company and that she had already retained legal counsel⁷. Her attorney had already made contact with her insurance carrier and a claim had been opened. She was interested only in roof repairs. She signed the paperwork that identified the roofing company as Apex ("Apex"). Ms. Franatovich testified that she signed what she now knows was an assignment of benefits⁸, but she was unaware of it at the time of signing. She appeared clear that she never intended to hire Respondent and MMA to represent her.

Under questioning by Judge North, Respondent admitted that he and MMA represent Apex Roofing. When asked if the legal nature of the relationship between MMA and Apex was disclosed to Ms. Franatovich, Respondent confirmed that it was. However, Respondent could not confirm a method, given that the disclosure was not contained in documentation provided to her. During a sworn statement with ODC on February 27, 2023, Respondent stated that he and his firm relied on Apex to provide notice of the relationship between Apex and MMA to the insured/home owner. Judge North expressed concern about a potential concurrent conflict of interest, which Respondent acknowledged was present. Respondent attempted to portray the matter as a "one-off" issue and not a symptom of a larger problem with the way MMA was obtaining plaintiffs. Judge North asked Respondent directly to identify how many claims related to Hurricane Ida wherein they sent letters to insurance companies on behalf of the insured when they actually represented Apex Roofing, not the insured. Respondent said there had been "several" but denied there had been "hundreds." Respondent eventually stated that the number was eleven (11) claims. Judge North advised

⁷ Ms. Franatovich was already represented by Daly & Black.

⁸ Respondent, when asked by the court, denied prior knowledge that Ms. Franatovich's carrier specifically prohibits assignments of benefit provisions.

Respondent that the court intended to find out the exact number and he gave notice of his intention to compel MMA to produce every name of every insured that they had sent a letter on behalf of that they did not actually represent. Judge North continued, stating that MMA was directing insurance companies to tender payment to them on behalf of people they don't represent, likely without the knowledge of the insured. Judge North appeared to become frustrated with the evasive and circular answers he was receiving and pointed out that MMA was "letting some roofing company drive up and down the street, sign up people that you then misrepresent to the insurance company that (they) are your clients."⁹

Respondent was questioned by Judge North about the nature of MMA's relationship with Velawcity. Respondent answered, stating that it's an advertising firm and they also assist MMA in managing a call center for which they are paid a "marketing budget." Respondent denied that Velawcity sends leads to MMA.

Judge North issued an Order the next day, on February 2, 2023. The Order, among other things, compelled Respondent and MMA to produce several records for an *in camera* inspection. The records to be produced included information about its relationship with Velawcity and the identity of claims in which MMA represents Apex Roofing rather than the insured. These records were produced to Judge North on February 10, 2023. The records provided appeared to reveal that the number of claims in which MMA represented Apex (but communicated to insurance carriers that they represent the insured) was not 11 claims as Respondent initially stated, but 856 claims. Those claims were for Hurricane Ida only, not claims on Judge Cain's docket. During his February 27, 2023, sworn statement, Respondent acknowledged that MMA was submitting claims for all damages sustained by the insured/home owner, not just claims for roofing repairs to be addressed by Apex.

A status conference was held by Judge North on February 22, 2023. The hearing was notable in that Respondent was, again, questioned and provided answers regarding MMA's relationship with Velawcity. Respondent acknowledged that Velawcity sends documents to potential clients. The documents include attorney contingency fee contracts. This admission is a deviation of testimony from previous hearings wherein Respondent stated that Velawcity was retained for advertising purposes only. Respondent's February 27, 2023, sworn testimony confirmed that nonlawyer employees of Velawcity were allowed to explain the contract terms to

⁹ See hearing transcript, February 1, 2023, Motion Hearing Proceedings Before The Honorable Michael B. North, United States Magistrate Judge, page 47, lines 17-19.

prospective clients. Judge North noted that the documents he reviewed revealed that MMA had paid Velawcity approximately \$13.9M for services rendered, for which services Respondent has been highly evasive. Judge North questioned Respondent about the telephone number listed on MMA pleadings. Initially, Respondent told him that the number was for his office. When questioned further, Respondent said that the number was for “an office that handles a large number of calls.” Respondent then admitted that the phone number was to a call center. On information and belief, the call center in question is outside of the United States and operated by Velawcity.

On February 23, 2023, Judge North issued another Order, scheduling a follow up hearing for March 3, 2023 to determine sanctions against Respondent and MMA pursuant to Federal Rule of Civil Procedure 11, 28 U.S.C. Section 1927 and the Court’s inherent authority for their conduct in connection with the consolidated cases. The Court also intends to discuss the materials produced pursuant to the Order from the February 1, 2023 hearing.

VII.

The ODC investigation to date has revealed, what purports to be a scheme involving MMA and Apex Construction and Roofing, for which MMA seeks to take as high of a percentage as possible of any recovery that the insured who contracted with Apex are entitled to recover from their individual homeowner’s insurance policies arising from damages sustained during the 2020-2021 Louisiana hurricane seasons. Apex, is not licensed in Louisiana as public adjusters but engaged in an individual door-to-door campaign of signing up repair orders for roof work. Apex instructs, or attempts to instruct, the homeowner to sign an assignment of benefits in favor of Apex for the purpose of Apex receiving direct payment from the insured’s insurance carrier. A demand letter for payment of benefits is sent to the carrier. On information and belief, after the tolling of 30 days, a failure of the insurance carrier to pay policy benefits would result in a 50% penalty levied against the carrier¹⁰. MMA may elect to file suit and can become entitled to attorney fees per statute in addition to whatever recovery is made against the carrier. Runner-based solicitation¹¹ is implicated in this scheme.

If the assignment of benefits is not honored by the carrier (as was the case with Ms. Franatovich), MMA steps into the matter and advises the carrier that they represent the homeowner and that any funds should be directed to them for disbursement. The homeowner typically are unaware that MMA is advising their particular carriers of the alleged representation. The goal of

¹⁰ See LSA R.S. 22:1892 and 22:1973.

¹¹ See Louisiana Supreme Court Rule XIX, Appendix D, Guideline 6.

MMA appears to have been for the policy benefits to be directed to either Apex (if possible) or to MMA directly. This scheme would allow them to take a percentage of the funds, up to 40% of the recovery. Whatever funds are left have not always been disbursed to the homeowner, at least in a timely fashion. The amount of the benefits left over is typically inadequate to complete repairs on the home in question given that MMA and Apex have already taken a considerable portion of the policy proceeds.

Not only is MMA filing suits on behalf of "clients" who have no idea who the firm is (nor were they, in some cases, even aware of any such representation), MMA has filed many duplicitous suits into the various federal dockets. MMA has filed suits before confirming that the homeowner possessed a policy with the defendant carrier. The ODC has been advised that in some cases, the carriers that have been sued have never written policies in Louisiana. Attached as exhibits are copies of several judgments against MMA wherein the presiding Judge has awarded the insurance carriers attorney fees for MMA's frivolous pleadings.

Homeowners have attempted to speak directly to their insurance representatives only to be told that such communication was impossible because they were represented by counsel. MMA contacted the insurance carriers of homeowners and fraudulently communicated to these carriers that they represented policyholders when they did not. This would have undoubtedly caused much frustration and confusion for the homeowners, given they would not have had any idea who MMA was or why the firm would claim to represent them. In many cases, the homeowners were unaware that MMA was, on their behalf, seeking settlements and filing suits. As a result of MMA fraudulently enrolling as counsel for these policyholders, the homeowners' insurance carriers sent claim checks to MMA directly rather than to the homeowner. Some complainants allege that they didn't discover that Respondent and MMA had enrolled on their behalf (and had already received claim benefits) until after they contacted their carrier to inquire about the status of their claims.

VIII.

The investigation has also suggested that there exists a contract between MMA and the Arizona firm called Velawcity which Respondent has described as part of their marketing strategy and the topic of which has frequently arisen in hearings. Attorney Mathew Monson also brought notice of this entity to Judge Joseph. However, despite Respondent's initial representations to the courts that Velawcity merely assists with firm marketing, on information and belief, Velawcity provides signed client contracts to MMA, who, according to the terms of the written agreement

between MMA and Velawcity, then pays a fixed rate of \$3,500.00 for each pre-screened potential client reviewed and delivered. The initial payment from MMA to Velawcity was in the amount of \$3,500,000.00 and specified that this payment was for the first 1,000 leads. In one specific case where there had been a challenge to the federal court jurisdictional limit, MMA produced a summary of the case's value, which included an item under "Costs" for \$3,500.00. This individual plaintiff's name is Nicole McCoy. In a subsequent search on Pacer in the Western District of Louisiana, the ODC was able to locate and obtain a copy of this document, supporting this allegation.

IX.

The fact pattern implicates violations of Louisiana Rules of Professional Conduct including, but not limited to, Rule 1.3 (lack of diligence), Rule 1.4 (lack of communication), Rule 1.7 (conflict of interest), Rule 1.15 (failure to promptly disburse funds belonging to clients or third parties; failure to maintain a trust account in a Louisiana financial institution), Rule 7.7.2(c)(12) (payment to disqualified lawyer referral service), Rule 8.4(b) (commission of a criminal act (runner-based solicitation; unauthorized application of endorsements; insurance fraud; wire fraud)), Rule 8.4(c) engaging in dishonesty, fraud, deceit or misrepresentation (asserting representation of homeowners when that claim was false)), and, Rule 8.4(d) (conduct prejudicial to the administration of justice).

X.

Pursuant to La.S.Ct. Rule XIX Section 19.2, Respondent Richard William Huye, III, Louisiana Bar Roll Number 38282, appears to be actively engaged in a pattern of serious and harmful ethical misconduct involving client fraud, insurance fraud, and deception towards the federal judiciary, reflecting numerous violations of the Rules of Professional Conduct for which an Interim Suspension for Threat of Harm is appropriate pending the final disciplinary decision in the matter(s). Respondent poses a substantial threat of irreparable harm to the public and Interim Suspension is appropriate.

Pursuant to La.S.Ct. Rule XIX, Section 19.2(A)(ii), on February 27, 2023, counsel for Respondent was verbally notified (in person) of the ODC's intent to file this Emergency Petition.

WHEREFORE, Petitioner prays that the Court enter an order of Interim Suspension, suspending Richard William Huye, III, Bar Roll No. 38282, from the practice of law pursuant to

Rule XIX, Section 19.2, and further order that necessary disciplinary proceedings be timely instituted in accordance with Rule XIX, Sections 11 and 19.

Additionally, pursuant to the Court's inherent, plenary and Constitutional authority to regulate the practice of law, Respondent should be ordered by the Court to create in an Excel spreadsheet (or comparable format) a complete listing of the full names, addresses and contact information (including if available telephone number(s), and email addresses) of all clients of McClenny Moseley and Associates PLC in Louisiana associated with the hurricane events identified herein (including Hurricanes Laura, Delta, Zeta and Ida) within 30 days of the date of the order of interim suspension, and provide that listing to the Office of Disciplinary Counsel and to every judge (state and federal) before whom suits have been filed.

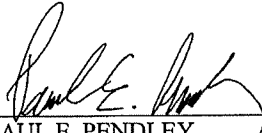
THE OFFICE OF THE DISCIPLINARY COUNSEL

BY: 

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C E R T I F I C A T E

I certify that Respondent, Richard William Huye, III, has been given notice of the filing of this Motion through his counsel of record, Richard C. Stanley, 909 Poydras Street, Ste. 2500, New Orleans, LA 70112 via USPS mail and by email to rcs@stanleyreuter.com this 28th day of February, 2023.



PAUL E. PENDLEY
DEPUTY DISCIPLINARY COUNSEL

SUPREME COURT OF LOUISIANA

NUMBER

IN RE: CONFIDENTIAL PARTY

O R D E R

Premises considered:

IT IS ORDERED that Richard William Huye, III, Bar Roll No. 38282, be and he hereby is, suspended from the practice of law in the State of Louisiana pursuant to Rule XIX, Section 19.2, pending further orders of this Court.

IT IS FURTHER ORDERED that Respondent is to create in an Excel spreadsheet (or comparable format) a complete listing of the full names, addresses and contact information (including if available telephone number(s), and email addresses) of all clients of McClenny Moseley and Associates PLC in Louisiana associated with the hurricane events identified herein (including Hurricanes Laura, Delta, and Ida) within 30 days of the date of the order of interim suspension, and provide that listing to the Office of Disciplinary Counsel and to every judge (state and federal) before whom suits have been filed.

IT IS FURTHER ORDERED that necessary disciplinary proceedings be timely instituted in accordance with Rule XIX, Section 11 and 19.

New Orleans, Louisiana, this _____ day of February, 2023.

SUPREME COURT JUSTICE

ODC'S EXHIBIT LIST
TO EMERGENCY PETITION FOR INTERIM SUSPENSION
PURSUANT TO RULE XIX, SECTION 19.2

ODC1 – Complaint filed against Respondent Richard William Huye, III (0040140).
ODC2 – Complaint filed against Respondent Richard William Huye, III (0040154).
ODC3 – Complaint filed against Respondent Richard William Huye, III (0040167).
ODC4 – Complaint filed against Respondent Richard William Huye, III (0040251).
ODC5 – Complaint filed against Respondent Richard William Huye, III (0040305).
ODC6 – Complaint filed against Respondent Richard William Huye, III (0040306).
ODC7 – Complaint filed against Respondent Richard William Huye, III (0040323).
ODC8 – Complaint filed against Respondent Richard William Huye, III (0040324).
ODC9 – Complaint filed against Respondent Richard William Huye, III (0040330).
ODC10 – Complaint filed against Respondent Richard William Huye, III (0040336).
ODC11 – Complaint filed against Respondent Richard William Huye, III (0040345).
ODC12 – Complaint filed against Respondent Richard William Huye, III (0040365).
ODC13 – Complaint filed against Respondent Richard William Huye, III (0040385).
ODC14 – Complaint filed against Respondent Richard William Huye, III (0040414).
ODC15 – Complaint filed against Respondent Richard William Huye, III (0040429).
ODC16 – Complaint filed against Respondent Richard William Huye, III (0040449).
ODC17 – Complaint filed against Respondent Richard William Huye, III (0040480).
ODC18 – Complaint filed against Respondent Richard William Huye, III (0040537).
ODC19 – Complaint filed against Respondent Richard William Huye, III (0040542).
ODC20 – Complaint filed against Respondent Richard William Huye, III (0040550).
ODC21 – Complaint filed against Respondent Richard William Huye, III (0040596).
ODC22 – Complaint filed against Respondent Richard William Huye, III (0040597).
ODC23 – Complaint filed against Respondent Richard William Huye, III (0040608).

ODC24 – Complaint filed against Respondent Richard William Huye III (0040648).

ODC25 – Complaint filed against Respondent Richard William Huye, III (0040650).

ODC26 – Complaint filed against Respondent Richard William Huye, III (0040723).

ODC27 – Complaint filed against Respondent Richard William Huye, III (0040736).

ODC28 – McClenny/Mosley and Associates Attorney/Client Contract.

ODC29 – Lake Charles, Louisiana Newspaper Article.

ODC30 – Proof payment from MMA to Velawcity for \$3,500.

ODC31 – Official Transcript of Motion Hearing Held in Lake Charles, Louisiana before the Honorable James D. Cain, Jr., United States District Judge, December 13, 2022.

ODC32 – Memorandum Ruling and Order signed by James D. Cain, Jr., United States District Judge, *Melissa Rollins versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 3:22-CV-04895, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC33 – Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Sallie Washington versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 3:22-CV-04902, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC34– Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Alvin Davis versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 6:22-CV-04585, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC35 – Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Ronald McClain versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 3:22-cv-04897, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC36 – Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Trahan Melvin versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 6:22-CV-04540, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC37 - Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Shirley Rhine versus United National Insurance Company*, United States District Court, Western District of Louisiana, Monroe Division, Case No. 6:22-CV-04601, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC38 - Memorandum Ruling and Order signed by Judge James D. Cain, Jr., United States District Judge, *Claudia Thomas versus United National Insurance Company*, United States

District Court, Western District of Louisiana, Monroe Division, Case No. 6:22-CV-03993, Judge James D. Cain, Jr., Mag. Judge Kayla D. McClusky, January 26, 2023.

ODC39 - Transcript of Motion Hearings Proceedings Before the Honorable Michael B. North, United States Magistrate Judge, *Tricia Rigsby Franatovich versus Allied Trust Insurance Company*, Docket No. 22-CV-2552 c/w 22-CV-4927, Section "I"(5), New Orleans, Louisiana, February 1, 2023, United States District Court, Eastern District of Louisiana, February 1, 2023.

ODC40 – Letter dated February 13, 2023 to the Honorable Michael B. North, United States District Court, Eastern District of Louisiana, from William B. Gibbens, regarding responses to the Court's Orders of February 1, 2023 and February 3, 2023; *Franatovich v. Allied Trust Ins. Co.*, EDLA, No. 22-2552 c/w 22-4927.

ODC41 – Transcript of Status Conference Heard Before the Honorable Michael B. North, United States Magistrate Judge, February 22, 2023; *Malcolm Rick versus Occidental Fire & Casualty Company of North Carolina*, Civil Action No. 22-4126, Section "H"(1).

ODC42 – Apex Cancellation/Notice of Withdrawal of Representation from McClenny Moseley & Associates/Transcript of Telephone Conversation between Allied Trust Insurance and client Waynette Washington.

ODC43 – Complaint filed against Respondent Richard William Huye, III (0040751)

ODC44 – Complaint filed against Respondent Richard William Huye, III (0040752)