

IN THE
SUPREME COURT OF THE UNITED
STATES

James Beggs, Joyce Beggs, et al" Petitioners

Vs.

Beverly Story et al,

Respondents

Appendix
FOR
Extraordinary Writ of Certiorari

Pro'se James Beggs
Pro'se Joyce Beggs
312 South Willard Ave
Hampton, Virginia
757 265 7784

Appendix 2

Case# 4117-04-0000000000 Document# 15-3 Filed 03/23/18 Page 12 of 62 Page ID# 208
60100312762015

POLICY NO. FL 12/3/2015 - 12/3/2015	DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM
POLICY TERM \$250,000.00	PROOF OF LOSS (See instructions for Policy Acknowledgment and Proof of Loss Declaration Notice)
AMT OF BLDG COV AT TIME OF LOSS \$100,000.00	Geico Insurance Agency AGENT Geico Insurance Agency, Frederickburg, VA 22315-9000 AGENCY AT
AMT OF CONTS COV AT TIME OF LOSS	

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of
James Beggs & Joyce Patterson-Beggs; 312 S Willard Avenue; Hampton, VA 23663
against loss by flood to the property described according to the terms and conditions of said policy and of all terms, endorsements, transfers and
assignments attached thereto.

TIME AND ORIGIN	A Flood	has occurred about the hour of _____ o'clock on the 03 day of September, 2016. The cause of the said loss was: Accumulation of Rainfall or Snow Melt
OCCUPANCY	The property described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Owner	
INTEREST	No other person or persons had any interest, legal or otherwise, thereto except: Penny Mac Loan Services	
1. FULL AMOUNT OF INSURANCE	applicable to the property for which claim is presented is _____ \$350,000.00	
2. ACTUAL CASH VALUE OF BUILDING STRUCTURE	_____ \$45,932.50	
3. ADD ACTUAL CASH VALUE OF CONTENTS OF PERSONAL PROPERTY INSURED	_____ \$50,000.00	
4. ACTUAL CASH VALUE OF ALL PROPERTY	_____ \$95,932.50	
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents)	_____ \$3,914.16	
6. LESS APPLICABLE DEPRECIATION	_____ \$1,695.00	
7. ACTUAL CASH VALUE LOSS	_____ \$2,019.11	
8. LESS DEDUCTIBLES	_____ \$1,847.48	
9. NET AMOUNT CLAIMED under above numbered policy is	_____ \$371.63	

This said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the guilty or consent of
your insured to void the conditions of the policy, or render it void, as articles are mentioned herein or in annexed schedules but such as were
destroyed or damaged at the time of said loss, no property owned by him in any manner been concealed, and no attempt to deprive the said insured as to
the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amending thereof, and
Applicable Federal Regulation in 10C-44 of the Code of Federal Regulations, Subchapter H, and that lawfully and validly making my
full names or designations of fact may be substituted by this, implemented, or both where applicable United States Courts.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over the rights of rights,
claims or interests, that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or
advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or substituted or compromise made or agreed upon with any third party who
may be liable in damages to the insured with respect to the claim being made herein.

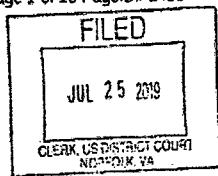
The furnishing of this blank or the preparation of proofs by a representative of the above Insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this _____ day of _____, 20_____
Name: _____

Appendix 4

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Newport News Division



JAMES BEGGS and
JOYCE BEGGS,

Plaintiffs,

v.

ACTION NO. 4:17cv110

AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA d/b/a ASSURANT *et al.*,

Defendants.

DISMISSAL ORDER

This matter is before the Court on the following motions filed by *pro se* Plaintiffs James Beggs and Joyce Beggs (collectively "Plaintiffs"), Defendant American Bankers Insurance Company of Florida d/b/a Assurant ("American Bankers"), Defendant GEICO Insurance Agency ("GEICO"), and Defendant Cunningham Lindsey U.S. Inc. ("Cunningham Lindsey") (collectively "Defendants"):

- (1) American Bankers' Motion to Dismiss, ECF No. 56;
- (2) Cunningham Lindsey's Motion to Dismiss, ECF No. 58;
- (3) GEICO's Motion to Dismiss, ECF No. 54; and
- (4) Plaintiffs' "Motion to Quash Defendants' Motions to Dismiss Plaintiffs' Second Amended Motion for Judgment [or] Bad Faith" ("Motion to Quash"), ECF No. 62.

The Court concludes that oral argument is unnecessary because the facts and legal arguments are adequately presented in the parties' briefs. For the reasons set forth below, Plaintiffs' Motion to Quash, ECF No. 62, is DISMISSED; American Bankers' Motion to

Dismiss, ECF No. 56, is GRANTED; Cunningham Lindsey's Motion to Dismiss, ECF No. 58, is GRANTED; and GEICO's Motion to Dismiss, ECF No. 54, is GRANTED.

I. Relevant Procedural Background

Plaintiffs initiated this action on September 11, 2017, by paying the requisite fees and filing a document titled, "Motion for Judgment Bad Faith," which the Court construed as Plaintiffs' Complaint. *See* Compl., ECF No. 1; Receipt, ECF No. 1-7. Before any Defendant appeared in this action, Plaintiffs filed a document titled, "Amended Motion for Judgment Bad Faith," which the Court construed as Plaintiffs' Amended Complaint. *See* Am. Compl., ECF No. 8.

All Defendants moved to dismiss Plaintiffs' Amended Complaint. *See* American Bankers' Mot. Dismiss, ECF No. 12; Cunningham Lindsey's Mot. Dismiss, ECF No. 15; GEICO's Mot. Dismiss, ECF No. 24. In response to Defendants' dismissal motions, Plaintiffs filed oppositions ("Oppositions") that contained factual allegations and legal claims that were not raised in their Amended Complaint. *See* Order at 4, ECF No. 42; Opp'n, ECF Nos. 20, 27, 35. In an Order dated August 2, 2018, the Court explained that a litigant cannot amend a complaint via an opposition to a dismissal motion. *See* Order at 4. However, in deference to Plaintiffs' *pro se* status, the Court granted Plaintiffs leave to file a Second Amended Complaint, and dismissed the pending Motions to Dismiss as moot.¹ *Id.* at 4-5.

¹ Because Plaintiffs paid the filings fees when they initiated this action, Plaintiffs were responsible for effecting service on Defendants. In its August 2, 2018 Order, the Court indicated that "despite Plaintiffs' efforts, it [did] not appear that Defendants ha[d] been properly served with process in this action." Order at 5, ECF No. 42. To assist Plaintiffs, who are appearing *pro se*, the Court ordered counsel for Defendants to indicate "whether he or she [was] authorized to accept and/or waive service on behalf of his or her respective client." *Id.* All Defendants subsequently agreed to waive service. *See* Waivers, ECF Nos. 51-53.

Plaintiffs subsequently filed a document titled, "Second Amended Motion for Judgment
Bad Faith," which the Court construes as Plaintiffs' Second Amended Complaint. See Second
Am. Compl., ECF No. 46. On November 2, 2018, each Defendant filed a Motion to Dismiss,
and provided Plaintiffs with a proper *Roseboro* Notice pursuant to Rule 7(K) of the Local Civil
Rules of the United States District Court for the Eastern District of Virginia. See GEICO's
Mot. Dismiss, ECF No. 54; American Bankers' Mot. Dismiss, ECF No. 56; Cunningham
Lindsey's Mot. Dismiss, ECF No. 58; Cunningham Lindsey's *Roseboro* Notice, ECF No. 60;
E.D. Va. Loc. Civ. R. 7(K). On November 14, 2018, Plaintiffs filed a Motion to Quash, which
despite its title, is clearly intended to serve as Plaintiffs' opposition to the three Motions to
Dismiss. See Mot. Quash, ECF No. 62. Each Defendant construed Plaintiffs' Motion to
Quash as an opposition to the Motions to Dismiss, and each Defendant filed a reply brief within
seven days of Plaintiffs' filing.² See American Bankers' Reply, ECF No. 63; GEICO's Reply,
ECF No. 64; Cunningham Lindsey's Reply, ECF No. 65. Plaintiffs also filed a document titled
"Plaintiffs' Reply in Support of Motion for Judgment on Plaintiffs' Pleading," which appears to
be an unauthorized surreply ("Surreply"), and a separate attachment ("Submission").³ See
Surreply, ECF No. 66; Submission, ECF No. 67. In deference to Plaintiffs' *pro se* status, the

² As noted above, the Court construes Plaintiffs' Motion to Quash as an opposition to the Motions to Dismiss, rather than a separate motion. Accordingly, for administrative purposes, the Court DISMISSES Plaintiffs' Motion to Quash. However, the Court has considered this filing in its analysis of the pending dismissal motions.

³ Pursuant to Rule 7(F)(1) of the Local Civil Rules for the United States District Court for the Eastern District of Virginia, after a non-moving party files a brief in opposition to an opposing party's motion, the moving party may file a reply brief within six calendar days. See E.D. Va. Loc. Civ. R. 7(F)(1). "No further briefs or written communications may be filed without first obtaining leave of Court." *Id.*

Court accepts Plaintiffs' filings, and has considered them in its analysis of the pending motions.

Defendants' Motions to Dismiss are ripe for decision.

II. Plaintiffs' Factual Allegations

In their Second Amended Complaint, Plaintiffs allege that they own a home located at 312 South Willard Avenue in Hampton, Virginia, that suffered flood damage during Hurricane Matthew in 2016.⁴ See Second Am. Compl. at 5, ECF No. 46. Specifically, Plaintiffs allege that the storm flooded the "very low-lying back of their Home, which includes their Kitchen, Grandchild[s] Bedroom, Bathroom, and Heating Room, along with all Heating Duc[ts], Piers and Decks of the Plaintiffs' Home." *Id.* Plaintiffs further allege that they were issued a Standard Flood Insurance Policy pursuant to the National Flood Insurance Program, and sought to recover under the policy for their flood-related expenses. *Id.* at 5, 13.

Plaintiffs identify themselves as a "Mixed-Race Couple," and indicate that they hang pictures of their favorite "Presidents, Senator[s], and Governors" on the walls of their home. *Id.* at 8, 22. Plaintiffs appear to allege that "Defendants' Inspectors," who visited Plaintiffs' home to assess the damage, disagreed with Plaintiffs' interracial relationship and political views and, as a result, failed to provide Plaintiffs with a "fair settlement" for their flood damage. *Id.* at 8, 22, 25.

Plaintiffs further allege that they required assistance from Defendants to complete Proof of Loss forms for their flood damage claims.⁵ *Id.* at 13, 15. Although Defendants assisted by

⁴ The Court finds that the factual allegations and legal theories in Plaintiffs' Second Amended Complaint are difficult to decipher.

⁵ As set forth in more detail herein, Plaintiffs' flood insurance policy requires them to submit a signed and sworn Proof of Loss form within a certain number of days of a covered loss. See *infra* Part II.B.

providing two Proof of Loss forms for Plaintiffs' use in submitting their claims, Plaintiffs state that they "could not sign [the] documents" because they disagreed with the value references included therein. *Id.* at 11, 18-19, 26, 28. Specifically, Plaintiffs claim that Defendants undervalued their home on the Proof of Loss forms.⁶ *Id.* Plaintiffs further claim that Defendants (i) denied them "Emergency Assistance," which forced Plaintiffs to obtain bank loans and to use their credit cards to finance the needed repairs; and (ii) failed to provide them with "funding to replace Plaintiffs' Personal Items."⁷ *Id.* at 12-13, 17.

Plaintiffs do not clearly specify the causes of action that they seek to assert against Defendants. However, their Second Amended Complaint contains references to breach of contract, negligence, due process violations, discrimination, 42 U.S.C. § 1983, violations of Federal Emergency Management Agency ("FEMA") regulations, violations of the National Flood Insurance Act ("NFIA"), retaliation, violations of insurance regulations, violations of the Revised Uniform Partnership Act ("RUPA"), and violations of the McCarran-Ferguson Act. *Id.* at 7-10, 13, 15-16, 18-21, 24-26.

As relief, Plaintiffs ask the Court to impose a "Fair Settlement" in the amount of \$17,000.00 on Claim No. 720859866664; \$25,000.00 on Claim No. 720859852303; and \$10,000.00 for the "Denial of Emergency Assistance." *Id.* at 5, 30-31. Additionally,

⁶ Plaintiffs attached two incomplete, unsigned Proof of Loss forms to their Second Amended Complaint that Plaintiffs appear to claim were provided by Cunningham Lindsey. One form involves a claim of "Flood" loss that occurred on September 3, 2016 ("September 2016 Proof of Loss"), and lists an "ACTUAL CASH VALUE of building structures" as \$45,932.90. See Sept. 2016 Proof of Loss, ECF No. 46-2. The other form involves a claim of "Water/Flood" loss that occurred on October 7, 2016 ("October 2016 Proof of Loss"), and lists an "ACTUAL CASH VALUE of building structures" as \$37,329.92. See Oct. 2016 Proof of Loss, ECF No. 46-1.

⁷ Plaintiffs fail to clearly identify the roles allegedly played by each Defendant in this action, and appear to attribute the alleged wrongdoings to all Defendants.

Plaintiffs request \$200,000.00 to allow them to “[e]levate their home to prevent future flooding,” \$3,000.00 for “Legal Fees,” and “up to \$200,000.00 in Punitive Damages.”⁸ *Id.* at 5-6, 20, 26-28, 30-31.

III. Motions to Dismiss

A. Standard of Review Under Federal Rule 12(b)(6)

Defendants seek dismissal of this action pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. A motion to dismiss under Rule 12(b)(6) should be granted if a complaint fails to “allege facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A Rule 12(b)(6) motion “tests the sufficiency of a complaint and ‘does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.’” *Johnson v. Portfolio Recovery Assocs., LLC*, 682 F. Supp. 2d 560, 567 (E.D. Va. 2009) (quoting *Republican Party of N.C. v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992)). The Court must accept all factual allegations contained in Plaintiffs’ Second Amended Complaint as true, and draw all reasonable inferences in favor of Plaintiffs. *Id.* “Although the truth of the facts alleged is assumed, courts are not bound by the ‘legal conclusions drawn from the facts’ and ‘need not accept as true unwarranted inferences, unreasonable conclusions, or arguments.’” *Id.* (citations omitted). In ruling on Defendants’ motions, the Court may rely upon the allegations of Plaintiffs’ Second Amended Complaint, as well as documents attached as exhibits or incorporated therein by reference. *See Simons v. Montgomery Cty. Police Officers*, 762 F.2d 30, 31 (4th Cir. 1985).

⁸ Plaintiffs also appear to request injunctive relief pursuant to 42 U.S.C. § 2000a-3(a). See Second Am. Compl. at 21, ECF No. 46. This statute, however, relates to claims of alleged discrimination in places of “public accommodation,” and is inapplicable to the factual claims alleged by Plaintiffs in this action. *See id.* *see also* 42 U.S.C. §§ 2000a-3(a), 2000a(a).

B. The National Flood Insurance Program

Plaintiffs seek to recover certain flood-related expenses pursuant to a Standard Flood Insurance Policy ("SFIP") that was issued to them pursuant to the National Flood Insurance Program ("NFIP"). See Second Am. Compl. at 5, 13, ECF No. 46. The NFIP was established by Congress under the National Flood Insurance Act ("NFIA") "in order to make flood insurance available from the federal government on reasonable terms and conditions." *Davis v. Nationwide Mut. Fire Ins. Co.*, 783 F. Supp. 2d 825, 831 (E.D. Va. 2011); *see also* 42 U.S.C. §§ 4001 *et seq.* The United States Court of Appeals for the Fourth Circuit has summarized the NFIP as follows:

Under the [NFIP], flood insurance is sold to qualified applicants either directly by FEMA or by private insurance companies known as "write-your-own" (sometimes, "WYO") companies. 44 C.F.R. § 62.23. These companies enter into a standardized agreement with FEMA that authorizes the private company to issue flood insurance in its own name and assigns the company responsibility for the "the adjustment, settlement, payment and defense of all claims arising from policies of flood insurance it issues under the Program." *Id.* § 62.23(d). The ultimate responsibility for paying all claims and related expenses, however, rests with FEMA. *See* 2 U.S.C. § 4017(e).

Woodson v. Allstate Ins. Co., 855 F.3d 628, 631 (4th Cir. 2017).

The terms and conditions of the SFIP "are fixed by FEMA" and "do not vary whether the policy is marketed by FEMA or a WYO company."⁹ *Moffett v. Computer Scis. Corp.*, 457 F. Supp. 2d 571, 574 (D. Md. 2006); *see also* *Woodson*, 855 F.3d at 631 (noting that "[t]he terms and conditions of a National Flood Insurance Policy are specified by regulation"); *see also*

⁹ "The SFIP is published in the Code of Federal Regulations at 44 C.F.R. Part 61, App. A(1)." *Moffett v. Computer Scis. Corp.*, 457 F. Supp. 2d 571, 574 (D. Md. 2006); *see also* 44 C.F.R. pt. 61, App. A(1).

Davis, 783 F. Supp. 2d at 831 (explaining that “all policies issued under the NFIP must be issued using the terms and conditions of the Standard Flood Insurance Policy (SFIP)”).

Under the SFIP, an insured must satisfy “a number of preconditions” prior to “collecting on a claim.” *Moffett*, 457 F. Supp. 2d at 574. The precondition considered to be “the most important” is the requirement to file “a proper ‘proof of loss’ within 60 days of the flood loss, in which the insured must give detailed written notice identifying the property damaged, how and when the damage occurred, and the property’s value.” *Id.* The SFIP states:

J. Requirements in Case of Loss

In case of a flood loss to insured property, you must:

4. Within 60 days after the loss, send us a proof of loss, which is your statement of the amount you are claiming under the policy signed and sworn to by you, and which furnishes us with the following information:
 - a. The date and time of loss;
 - b. A brief explanation of how the loss happened;
 - c. Your interest (for example, “owner”) and the interest, if any, of others in the damaged property;
 - d. Details of any other insurance that may cover the loss;
 - e. Changes in title or occupancy of the covered property during the term of the policy;
 - f. Specifications of damaged buildings and detailed repair estimates;
 - g. Names of mortgagees or anyone else having a lien, charge, or claim against the insured property;
 - h. Details about who occupied any insured building at the time of loss and for what purpose; and

i. The inventory of damaged personal property described in J.3. above.

5. In completing the proof of loss, you must use your own judgment concerning the amount of loss and justify that amount.

44 C.F.R. pt. 61, App. A(1), Art. VII(J).

The SFIP makes it clear that the responsibility of completing the proof of loss form lies with the insured. *Moffett*, 457 F. Supp. 2d at 574 (citing 44 C.F.R. pt. 61, App. A(1), Art. VII(J)(5), (7), (8)). The SFIP states:

The insurance adjuster whom we hire to investigate your claim may furnish you with a proof of loss form, and she or he may help you complete it. However, this is a matter of courtesy only, and you must still send us a proof of loss within 60 days after the loss even if the adjuster does not furnish the form or help you complete it.

44 C.F.R. pt. 61, App. A(1), Art. VII(J)(7) (emphasis added).

Notably, the SFIP provides that the policy "cannot be changed nor can any of its provisions be waived without the express written consent of the Federal Insurance Administrator." 44 C.F.R. pt. 61, App. A(1), Art. VII(D).

The SFIP also includes a preemption clause, which states: "This policy and all disputes arising from the handling of any claim under the policy are governed exclusively by the flood insurance regulations issued by FEMA, the National Flood Insurance Act of 1968, as amended (42 U.S.C. § 4001, *et seq.*), and Federal common law." 44 C.F.R. pt. 61, App. A(1), Art. IX; *see also Woodson*, 855 F.3d at 631.

C. American Bankers' Motion to Dismiss

In its Motion to Dismiss, American Bankers explains that it is a WYO Company that issued a SFIP to Plaintiffs. See Mem. Supp. American Bankers' Mot. Dismiss at 4-7, ECF No. 57. American Bankers further explains, as noted above, that:

All SFIPs, including the [Plaintiffs'] SFIP, include the requirement that, in the event of a loss, the insured must submit to the WYO Company a timely, signed and sworn Proof of Loss stating the total amount being claimed, along with an inventory of damaged property showing the quantity, description, actual cash value, and amount of loss, accompanied by all bills, receipts, and related documents.

Id. at 8 (emphasis in original) (citing 44 C.F.R. pt. 61, App. A(1), Art. VII(j)).¹⁰

American Bankers argues, among other things, that dismissal of this action is warranted because Plaintiffs "readily admit in the Second Amended Complaint that they did not comply with the statutory Proof of Loss requirement of their SFIP," which is a "statutory condition precedent to any lawsuit under the NFIP" that American Bankers cannot waive without the written consent of the Federal Insurance Administrator. *Id.* at 3, 10-14. American Bankers argues:

The [Plaintiffs] make many excuses about why they did not complete any Proof of Loss in the Second Amended Complaint, and none of them succeed as a matter of law. The [Plaintiffs] allege generally that they trusted Defendants to complete one for them. They also admit that they refused to sign the Proof of Loss provided to them because they believed their house was valued too low. None of these "reasons" survive the governing law and precedent requiring them to submit timely Proofs of Loss on their own if they had disagreed with what their WYO provided to them as a matter of "courtesy only."

Id. at 12-13 (citing *Dawkins v. Wfn*, 318 F.3d 606, 612 (4th Cir. 2003)).

Although American Bankers recognizes that "the result of the [Plaintiffs'] failure to file a timely Proof of Loss may seem to lead to a harsh result," American Bankers argues that "this

¹⁰ In its Motion to Dismiss, American Bankers notes that the Federal Insurance Administrator "issued two Proof of Loss extensions" with respect to "claims for flood damage caused by Hurricane Matthew." Mem. Supp. American Bankers' Mot. Dismiss at 9, ECF No. 57 (citing FEMA Bulletin W-16088 (Nov. 22, 2016); FEMA Bulletin W-17001 (Feb. 2, 2017)). As a result of these extensions, Plaintiffs had 180 days, rather than the standard 60 days, to submit a signed and sworn Proof of Loss form. *Id.*

Proof of Loss requirement is strictly construed and an insured must fully comply.” *Id.* at 14 (citing *Harris v. State Farm Fire & Cas. Co.*, No. 4:05cv5, 2006 WL 73602, at *9 (E.D. Va. Jan. 11, 2006)).

In their response to the pending dismissal motions, Plaintiffs admit that they did not file timely Proof of Loss forms, as required by the SFIP. *See* Mot. Quash at 9-10, 13-18, ECF No. 62. However, Plaintiffs appear to argue that: (i) Defendants intentionally provided Plaintiffs with “courtesy” Proof of Loss forms that contained inaccurate information, and (ii) Plaintiffs had “no time to make corrections” prior to the expiration of the Proof of Loss submission deadline. *Id.*

As noted, the SFIP specifically provides that although an insurance adjuster “may furnish [an insured] with a proof of loss form,” or “help [an insured] complete” a proof of loss form, “this is a matter of courtesy only,” and the insured must personally ensure that a proof of loss form is timely submitted. 44 C.F.R. pt. 61, App. A(l), Art. VII(j)(7); *see also Gunter v. Farmers Ins. Co.*, 736 F.3d 768, 775 (8th Cir. 2013) (finding that insureds were “not bound by the estimate in the adjuster’s report, but rather were obligated to claim the amount of loss they believed they should recover”). Here, Plaintiffs did not timely submit Proof of Loss forms with respect to their flood-related expenses.¹¹ Because Plaintiffs did not comply with this

¹¹ The Court notes that Plaintiffs allege that Defendants acted in bad faith when they provided Plaintiffs with “courtesy” Proof of Loss forms that, according to Plaintiffs, undervalued Plaintiffs’ damaged property. *See* Second Am. Compl. at 10-11, 26, ECF No. 46. To the extent Plaintiffs intended to argue that, due to this alleged bad faith conduct, Defendants should be equitably estopped from raising the defense of failure to submit timely Proof of Loss forms, the Court finds that such argument fails. To establish the applicability of equitable estoppel under these circumstances, Plaintiffs “must not only satisfy the traditional requirements for equitable estoppel, but also they must show affirmative misconduct” on the part of Defendants. *Dawkins v. Wirt*, 318 F.3d 606, 611-12 (4th Cir. 2003). The traditional requirements of equitable estoppel involve a showing that:

precondition to recovery, Plaintiffs cannot collect on their policy-based claims.¹²

Plaintiffs' Second Amended Complaint contains references to due process violations, discrimination, and 42 U.S.C. § 1983, suggesting an intent to raise constitutional-based claims. See Second Am. Compl. at 8-9, 17-20. American Bankers argues that any intended constitutional claims fail to meet the requisite pleading standards. See Mem. Supp. American Bankers' Mot. Dismiss at 17-19. American Bankers states: "[Plaintiffs] baldly assert that

(1) the party to be estopped knew the true facts; (2) the party to be estopped intended for his conduct to be acted upon or acted in such a way that the party asserting estoppel had a right to believe that it was intended; (3) the party claiming estoppel was ignorant of the true facts; and (4) the misconduct was relied upon to the detriment of the parties seeking estoppel.

Id. at 611 n.6 (citing *McCrory v. FEMA*, 642 F. Supp. 544, 547 (E.D.N.C. 1986); *United States v. 18.16 Acres of Land*, 598 F. Supp. 282, 286 (E.D.N.C. 1984)).

The Court finds that Plaintiffs have not established the applicability of the above elements, or that Defendants engaged in affirmative misconduct. Even assuming that Defendants intentionally undervalued Plaintiffs' property in the courtesy Proof of Loss forms, Plaintiffs "were obligated to exercise their own judgment in completing their proofs of loss, and they were free at all times to reject the adjusters' assistance." *Howell v. State Farm Ins. Co.*, 340 F. Supp. 2d 621, 631-32 (D. Md. Mar. 26, 2008). Under these circumstances, the Court finds that the application of equitable estoppel is unwarranted.

¹² American Bankers also argues that even if Plaintiffs had timely filed Proof of Loss forms, portions of Plaintiffs' request for damages – namely their request for \$10,000.00 for the denial of "emergency assistance" and \$200,000.00 for "elevation costs" – would nevertheless fail. Mem. Supp. American Bankers' Mot. Dismiss at 15-17, ECF No. 57; see also Second Am. Compl. at 30-31, ECF No. 46. American Bankers first argues that "[t]he SFIP only covers direct physical loss by or from flood," and does not provide for "emergency assistance." Mem. Supp. American Bankers' Mot. Dismiss at 15-16. Additionally, American Bankers argues that "the SFIP provides limited coverage for elevation" in "strictly limited circumstances." *Id.* at 16. For example, the SFIP requires that an insured seeking elevation coverage show that the home is a "repetitive loss structure," and that the community has a "substantial damage provision or repetitive loss provision in its floodplain management law or ordinance being enforced against" the home. *Id.* (emphasis in original) (citing 44 C.F.R. pt. 61, App. A(1), Art. (III)(D)(3)). American Bankers argues that Plaintiffs have not established such circumstances. The Court agrees. The Court finds that Plaintiff's request for "emergency assistance" and "elevation costs" would fail regardless of the Proof of Loss issues addressed above.

American Bankers sent a discriminatory adjuster to their home, who undervalued their home because they had pictures of politicians from both major political parties on their wall and they are a mixed-race couple.” *Id.* at 17. However, American Bankers argues that: (i) “[t]here are no facts to substantiate [Plaintiffs’] claims;” (ii) “[Plaintiffs’] claims are limited to their discontent with the valuation of their home and their lack of compensation for their alleged losses;” (iii) Plaintiffs’ belief regarding the discriminatory intent behind the alleged undervaluation is mere speculation; and (iv) Plaintiffs’ speculative and conclusory allegations of discrimination, without factual support, “are insufficient to withstand *Twombly/Iqbal* pleading standards.” *Id.* at 17–19.

Upon review of Plaintiffs’ Second Amended Complaint, American Bankers’ arguments for dismissal, and Plaintiffs’ responses thereto, the Court finds that Plaintiffs: (i) fail to adequately specify the constitutional claims that they seek to assert against Defendants; and (ii) do not allege sufficient facts to state any constitutional claim against Defendants. See Second Am. Compl. at 8–9, 17–20.

With respect to Plaintiffs’ remaining claims, American Bankers argues:

Lastly, [Plaintiffs] assert a series of additional extra-contractual and/or state law claims, all of which are preempted by federal law and should be dismissed as a matter of law. The SFIP was written by the United States Government, pursuant to 42 U.S.C. § 4013, and may be found in its entirety at 44 C.F.R. Pt. 61, App. A(1). The SFIP contains a choice of law provision that expressly states that SFIP disputes are governed exclusively by federal regulation, the NFIA, [and] Federal common law, and courts have repeatedly held that state law claims are completely preempted.

Additionally, neither the NFIA nor the SFIP authorize policyholders such as [Plaintiffs] to bring extra-contractual claims against a WYO company, such as American Bankers. Absent such authorization by the NFIA or the SFIP, extra-contractual

claims cannot succeed against a WYO company. Congress has legislated that the remedy for an insured under the NFIP to contest flood loss determinations is limited to a breach of contract cause of action for breach of the SFIP. Since neither the NFIA nor the SFIP authorize policyholders, such as [Plaintiffs], to bring extra-contractual claims, [Plaintiffs'] extra-contractual claims fail as a matter of law and should be dismissed.

Mem. Supp. American Bankers' Mot. Dismiss at 19-20 (citing *Wright v. Allstate Ins. Co.*, 500 F.3d 390, 398 (5th Cir. 2007); 44 C.R.R. pt. 61, App. A(1), Art. VII(R)).

Although Plaintiffs' Second Amended Complaint is difficult to decipher, Plaintiffs' claims are clearly based on Defendants' handling of Plaintiffs' flood damage claims. As noted, the SFIP includes a preemption clause, which expressly states: "This policy and all disputes arising from the handling of any claim under the policy are governed exclusively by the flood insurance regulations issued by FEMA, the National Flood Insurance Act of 1968, as amended (42 U.S.C. § 4001, *et seq.*), and Federal common law." 44 C.F.R. pt. 61, App. A(1), Art. IX (emphasis added); see also *Woodson*, 855 F.3d at 631, 637 (stating that "[i]t is not surprising, therefore, that every other circuit to have considered this issue has concluded that state-law claims against write-your-own insurance providers are preempted by federal law"); *Davis v. Nationwide Mut. Fire Ins. Co.*, 783 F. Supp. 2d 825, 832 (E.D. Va. 2011) (stating that "it is clear that federal law expressly preempts state law with respect to policy interpretation and claims handling in the flood insurance context"). Additionally, courts have explained that "nowhere in the NFIA or the SFIP does Congress explicitly reference any right of a policyholder to bring extra-contractual claims against a WYO insurer." *Slay's Restoration, LLC v. Wright Nat'l Flood Ins. Co.*, 226 F. Supp. 3d 589, 598 (E.D. Va. 2017) (citation omitted).

Accordingly, the Court finds that Plaintiffs' remaining claims fail as a matter of law. For the reasons set forth above, American Bankers' Motion to Dismiss, ECF No. 56, is **GRANTED**.

D. Cunningham Lindsey's Motion to Dismiss

In its Motion to Dismiss, Cunningham Lindsey argues in part that: (i) Plaintiffs' NFIA claim against Cunningham Lindsey fails because Plaintiffs failed to file Proof of Loss forms, as required by the insurance policy; (ii) Plaintiffs' non-NFIA claims are preempted under the NFIA; and (iii) Plaintiffs' non-NFIA claims fail to state a claim upon which relief may be granted. See Mem. Supp. Cunningham Lindsey's Mot. Dismiss at 9-17, ECF No. 59.

In granting American Bankers' Motion to Dismiss above, the Court determined that: (i) Plaintiffs cannot collect on their policy-based claims because they did not submit Proof of Loss forms for their flood-related expenses; and (ii) Plaintiffs' state law claims and extra-contractual claims are preempted and/or otherwise fail as a matter of law. See *supra* Part III.C. Based on these determinations, Cunningham Lindsey's motion, which asserts similar arguments for dismissal, is well-taken. Accordingly, Cunningham Lindsey's Motion to Dismiss, ECF No. 58, is **GRANTED**.¹³

E. GEICO's Motion to Dismiss

Plaintiffs' Second Amended Complaint fails to clearly identify the role played by GEICO in connection with Plaintiffs' flood damage claims. However, the September 2016 Proof of Loss Form and the October 2016 Proof of Loss Form, which are attached as exhibits to the

¹³ Because the Court determines that dismissal of this action against Cunningham Lindsey is warranted for the reasons set forth above, the Court need not address other arguments raised by Cunningham Lindsey in its Motion to Dismiss. See Mem. Supp. Cunningham Lindsey's Mot. Dismiss at 12-17, ECF No. 59.

Second Amended Complaint, identify GEICO as the “agent.” See Sept. 2016 Proof Loss at 1, ECF No. 46-2; Oct. 2016 Proof Loss at 1, ECF No. 46-1. Additionally, GEICO acknowledges for purposes of its Motion to Dismiss “that it was the insurance agency through which Plaintiffs purchased the American Bankers flood insurance policy.” Mem. Supp. GEICO’s Mot. Dismiss at 2 n.1, ECF No. 55.

GEICO argues that its dismissal is warranted because “the Second Amended Complaint fails to provide a set of facts that establish a claim for relief against GEICO.” *Id.* at 4. Specifically, GEICO argues:

The plaintiffs base their claim on their dissatisfaction with the handling of two flood claims. However, they make only conclusory statements that GEICO is legally responsible for the alleged improper handling of these claims. The plaintiffs have not alleged any facts which even suggest that GEICO had any responsibility for the handling of the claims or did anything or failed to do anything with respect to the processing or adjusting of the claims.

Id. at 4-5.

GEICO further argues that although Plaintiffs generally “allege that the ‘[D]efendants’ or ‘all [D]efendants’ took certain actions,” “[s]uch generic, bare allegations are insufficient to establish that GEICO played a role in handling the claims.” *Id.* at 5.

With respect to the specific causes of action that Plaintiffs appear to assert in this action,

GEICO argues that:

- Plaintiffs’ “breach of contract claim is insufficient because it lacks facts to establish that GEICO owed any such contractual duty to the [P]laintiffs or breached any such duty;”
- Plaintiffs cannot establish a “bad faith” claim against GEICO “because as an insurance agency – not an insurer – it had no contractual obligation to pay the [P]laintiffs;”

- Plaintiffs have alleged insufficient facts to show that GEICO can be vicariously liable for the alleged wrongdoings of other Defendants based on a “principal-agent relationship” or “parent-subsidiary relationship” between GEICO and the other Defendants;
- Plaintiffs have not stated a claim against GEICO under RUPA¹⁴ because Plaintiffs allege “no facts to support an allegation that GEICO formed a partnership with either or both of the other [D]efendants, or that the other [D]efendants’ acts were done in furtherance of any such partnership;”
- Plaintiffs have not stated a claim for a constitutional violation against GEICO under 42 U.S.C. § 1983 because Plaintiffs have not “demonstrate[d] facts which establish that GEICO acted under color of state law;”
- Plaintiffs cannot state a claim against GEICO for a constitutional violation because “GEICO is a private entity,” and Plaintiffs have not alleged facts to establish the application of “one of the exceptions to the state action doctrine;”
- the Virginia statutes referenced by Plaintiffs in their Second Amended Complaint “do not relate to the basis of the suit;” and
- Plaintiffs cannot state a claim against GEICO under the McCarran-Ferguson Act¹⁵ because “the Act involves the

¹⁴ Plaintiffs argue that Defendants are “equally [r]esponsible” for the wrongdoings alleged in their Second Amended Complaint pursuant to RUPA, a uniform act that has been adopted by the majority of the states. Second Am. Compl. at 20-21, ECF No. 46. Plaintiffs appear to allege that the Virginia and Maryland versions of RUPA apply. *Id.* However, the Virginia and Maryland statutes both define a “partnership” as “an association of two or more persons to carry on as co-owners a business for profit.” Va. Code § 50-73.79; Md. Code § 9A-101(i). Plaintiffs have inadequately alleged in their Second Amended Complaint that Defendants’ relationship meets this definition.

¹⁵ The McCarran-Ferguson Act “provides that federal law shall not be construed to preempt state law enacted for the purpose of regulating the business of insurance unless the federal law itself specifically relates to the business of insurance.” *Fenton v. Fed. Ins. Adm’r*, 633 F.2d 1119, 1122 (5th Cir. 1981) (emphasis added). With respect to claims of loss covered by a SFIP issued pursuant to the NFIA, courts have explained that “the McCarran-Ferguson Act’s savings clause does not preclude the application of the provisions of the [NFIA]” to such claims because Congress, through the enactment of the NFIA, has expressly authorized FEMA “to regulate the business of flood insurance.” *Masoner v. First Cnty. Ins. Co.*, 81 F. Supp. 2d 1052, 1057 n.3 (D. Idaho 2000). Therefore, to the extent Plaintiffs intended to argue that, based on the

relationship between state insurance regulations and federal law, [and] does not address anything regarding the handling of claims."

Id. at 6-14.

As already addressed, a motion to dismiss under Rule 12(b)(6) should be granted if a complaint fails to "allege facts to state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). After review of Plaintiffs' Second Amended Complaint, GEICO's arguments for dismissal, and Plaintiffs' responses thereto, the Court finds that Plaintiffs have alleged facts involving GEICO that are insufficient to state any plausible claim for relief against GEICO. Accordingly, GEICO's Motion to Dismiss, ECF No. 54, is **GRANTED**.

IV. Conclusion

For the reasons set forth above, Plaintiffs' Motion to Quash, ECF No. 62, is **DISMISSED**; American Bankers' Motion to Dismiss, ECF No. 56, is **GRANTED**; Cunningham Lindsey's Motion to Dismiss, ECF No. 58, is **GRANTED**; and GEICO's Motion to Dismiss, ECF No. 54, is **GRANTED**.

Plaintiffs may appeal this Dismissal Order by forwarding a written notice of appeal to the Clerk of the United States District Court, Newport News Division, 2400 West Avenue, Newport News, Virginia 23607. The written notice must be received by the Clerk within thirty days from the date of the entry of this Dismissal Order. If Plaintiffs wish to proceed *in forma pauperis* on appeal, the application to proceed *in forma pauperis* shall be submitted to the Clerk of the United States District Court, Newport News Division, 2400 West Avenue, Newport News, Virginia 23607.

McCarran-Ferguson Act, their flood-related claims should be governed by state law, such argument fails.

The Clerk is DIRECTED to send a copy of this Dismissal Order to Plaintiffs and counsel for Defendants.

IT IS SO ORDERED.



Arenda L. Wright-Allen
United States District Judge

Norfolk, Virginia

July 25th, 2019

Appendix 4-A



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Appendix 5

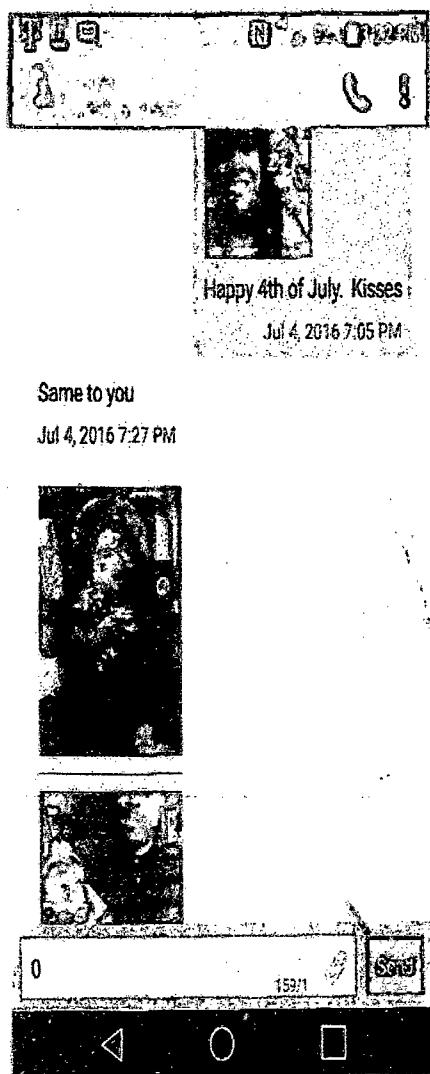
Ml Number 1-001 Property Type RES State A Status 1.D.S 0180
 List Date 24-JUL-93 Expire Date 24-JAN-94 Price 38900
 Avn Code P1 City M Buyer Agent Y Bldg Comp %
 Sub Agent Y Sq Comp SF Year Built 1980 Bld 312
 Street Name WILLARD AVE Zip Code 27663
 Lot Size 60'X100' Legal Desc 312 SOUTH WILLARD AVE 40 FT
 Subdivision PINEBROOK Room 12F Bldg 093 Hwy 80
 Bldg 04 Bldg 000 Partial to New Const
 Balance 185 Dif 0 Min 181 Dif 0 Loan Type
 Lot 151 SFT Basis Interest % Term 15 YR
 Assume Total Postcastion CLOGG Taxes 500
 Discreet Anchor NHCQ Main Rm 12 Living Rm Level 1
 Living Rm Size 13X12 Dining Rm Level 1 Dining Rm Size 10X12
 Great Rm Level Great Rm Size Family Rm Level
 Family Rm Size Kitchen Level 1 Kitchen Size 10X10
 Bedrm Level 1 Bedrm Size 9X12 Bedrm Level 1 Bedrm Size 10X12
 Bedrm Level 1 Bedrm Size 10X12 Bedrm Level 1 Bedrm Size
 Bedrm Level 1 Bedrm Size Utility Level
 Utility Size Spare Rm Level Spare Rm Size Bedrm 3
 Bath 3 Bed 0
 Remarks LARGE ENTRANCE HALL, PARLOR PRESENTLY BEING USED AS
 Remarks BEDROOM (BEDROOM IN CORNER IS PRESENTLY BOARDED
 Remarks UP) AND COULD BE RESTORED TO ORIGINAL LAYOUT.
 Remarks BEAUTIFUL CHANDELIER IN DINING ROOM WILL CONVEY.
 Remarks HIGH BACKWARD WITH FRUIT TREES, BIG GARAGE.
 Remarks
 PLEASE CALL LISTING AGENT FOR APPOINTMENTS.
 Remarks PLEASE FAX MORTGAGE PREQUALIFICATION LETTER AND CREDIT
 Remarks CDRCS DATA WITH CONTRACT, ALLIED TO HOLD DEPOSIT.
 Remarks
 THANKS FOR SHOWING, SEMALEY.
 • Sftg Appraiser 1234
 Owner Name ELIZABETH KIRKPATRICK Firm Name ALLIED BROKERS INC
 Owner Phone 823-4229 Agent Name SHIRLEY MARIA
 Firm Phone 826-0100 Firm Fax 827-5050 Agt Pager 388-3733
 Lot Location 107
 Waterfront
 Police 700
 Utilities PIA, JHA, VEN, EDC
 Appliances STO, KEE, WHI, WAS, IMO
 Exterior SOD, SOD, GUT
 Misc Features CEA, LSP
 Heat Or Cool GUL, PDP
 Garage CDT Roof APP
 Attic Access SCU
 Financing Pwr YARPA, CON, VHD
 Flooring
 Fireplace Locat CDR
 Water/Sewer WATERS
 Access To Prop LOCATE
 Assmable Plus
 Room Search LIV, DIN, KIT
 • Siding ALU
 Lot Size 174 Apx 16

Contingent

Appendix 6

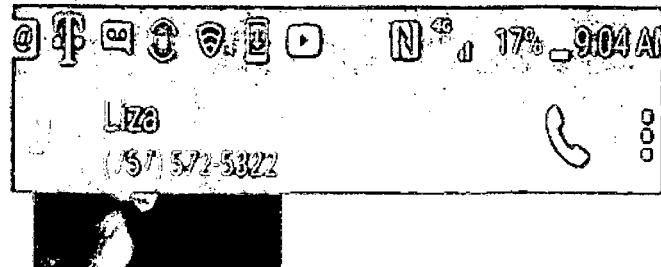


Appendix 7



Appendix 8

From: Jlagger925@aol.com 8
Subject: country
Date: March 22, 2017 at 1:34 PM
To: Lauryn355@aol.com



Jul 4, 2016 7:30 PM

Thank you for Lauryn's clothes. You
didn't have to do that

Jul 11, 2016 8:11 PM

Aloha Liza. Jim and I love Lauryn
very much. Send me a full picture
of Lauryn and Courtney so I can
show off to my Relatives how they
look alike.

Jul 11, 2016 11:26 PM



Appendix 9



Inquiry Form

VIRGINIA STATE BAR



Mail to:
VIRGINIA STATE BAR
INTAKE OFFICE
1111 East Main Street, Suite 700
Richmond, Virginia 23219-3565
Telephone: (804) 775-0570

NOTE: Send in this form if you have concerns about a lawyer's conduct. Your inquiry might result in discipline to the lawyer if you are seeking other remedies against the lawyer, you may need to seek legal advice from a lawyer in private practice. Also, the bar may require your further involvement in an investigation by asking you to be interviewed by a bar investigator and/or to participate in a hearing.

YOUR NAME: Ms. Joyce Beggs

Mr. Mrs. Miss Ms.

YOUR ADDRESS: 312 South Willard Ave
Hampton, VA 23663
jibaby18@aol.com

Daytime Telephone No.:
 home (757) 265-7784
 work _____

Other Telephone No. and times you
can be reached:
 (757) 923-2006

LAWYER'S NAME: Paulette Jenkins Franklin

LAWYER'S ADDRESS: Eric O. Moody and Associates
2200 Dunbaron Drive
Chesapeake, VA 23325

Lawyer's Telephone No.:
(757) 399-7683

LAWYER'S ACTIONS COMPLAINED OF:

Needs Virginia Stat Bar to stop said: "Fraud on the Court" in the
interest and protection of Justice, Virginia Constitution, and New Law
Student Passing the Bar and the Rule of Law and our Grandbaby Estates.
Our Grandbaby was taken for my Husband and myself on 7/20/2016, put into
Forest Care, just to give her to the Other Grand Mother who is 65 and
(Continue on the back or a separate page if you need more space. Also, attach copies of any documents that help explain
your inquiry.)

YOUR SIGNATURE: Joyce Beggs DATE: 5/26/2017

FORM MUST BE SIGNED AND DATED

Turn this form over for more information we need from you to analyze your inquiry.

LAWYER'S ACTIONS COMPLAINED OF (continued)

King and Said Jenkins-Franklin are destroyed behind their back with
Substitute Judge, then take advantage of the Substitute. More importantly
does not care about our GrandBay medical information, "just her Estate"
and paying her Attorney friends and Court Appointed Guardian ad Litem King
involved in JDRD cases of Lauryn Beggs now in Virginia Circuit Court.
Said Serious Medical needs of Lauryn Beggs, Positional Plagiocephaly,
Conjunctivitis, and Constipation Pediatric, Torticollis, Gastroesophageal
Reflux Disease, Dermatitis, Severe Acid Reflex which cases her
Coughing/Choking Symptoms * I made my concerns to Said Attorneys' went
unnoticed because said, Attorneys, Medical records shows my son as the
real caregiver who gave us the baby. This estoppel actions and
Conflicts of Interest has taken our Grandbaby from us with on Joint
Custody, and no Physical Custody with unfair Visitation. Paulette
Jenkin-Franklin Fraud on the Court has caused Conflict of Interest and
caused me to be late for my appeal because she denied me the right to have
our Grandbaby seen at Langley Air Force Base to address her medical
problems, not her Client The other Grandma, and took our Constitutional
Right's of Due Process from me. Using GAL to mislead the Courts than
request that they are paid from our Grandbaby Estate, Should be a
criminal Act. We feel strongly that Jenkins-Franklin know that our son
is Virginia first case of a Battered man and want to use up all the Baby
money before his trial. We must be the first Military Family not to have
rights under the Virginia and U S Constitution the Beggs family has
defended since 1944. We are not able to get Circuit Court Judge to look
at the clear and Convince evident we have today 5,26, 2017. Said
unchecked Cruel and Unusual treatment by Jenkin-Franklin which caused a
Court Appointed Guardian Ad Litem Cynthia A. King unchecked Powers to
destroy us and our Reputation to find an Attorney, has the same powers to
destroy Judges in Virginia Beach Court System who do not Rule in front of

LAWYER'S ACTIONS COMPLAINED OF (continued)

me. With said Fraud on the Court, we can not protect our Grandbaby Financial Assistance, nor her Estate to pay for Private Schooling College Education. Starting with Preschool at the age of 3 1/2 years of age at the Historical Catholic school at "St Mary's Start of the Sea Elementary School" in the Historical Phoebus section of Hampton Virginia, up to Attending the College of Williams and Mary with the total of over 169,000.00 from preschool to college. Said Educational Funds from Lauryn's Beggs Estate should be placed in protected trust with the signatures of all Grandparents of said Case in the protection of said Infant, future educational needs. pursuant to 64.2-1800. Custody, care, and education of ward; ward's estate. Please investigate our Grandbaby Estate to see how much money said attorney abused, help us stop these abuses of Court. We can not even protect our son nor Grandbaby.

We can to not address other problems with her health like dark veins in her eyes are being addressed by all said Grandparents. WE are a good Military Family and has been discriminated against, because we are Christians, and was trying to trust everyone for fundamental fairness.

Appendix 10

AFFIDAVIT OF SERVICE

Case: 181525	Court: Supreme Court of Virginia	County: VA	Job: 3105707
Plaintiff / Petitioner: James Beggs and Joyce Beggs	Defendant / Respondent: Beverly Story		
Received by: Beach Resources	For: Joyce Beggs		
To be served upon: Honorable Glenn R. Croshaw, Chief Judge			

I, Donald Skinner, being duly sworn, depose and say, I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein:

Recipient Name / Address: Honorable Glenn R. Croshaw, Chief Judge, 2425 Nimmo Pkwy, Virginia Beach, VA 23456

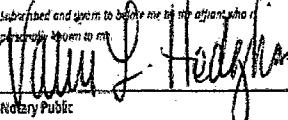
Manner of Service: Authorized, Feb 25, 2019, 3:01 pm EST

Documents: Writ of Mandamus - 39 Pages, Writ of Mandamus Verification - 2 pages

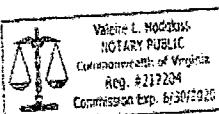
Additional Comments:

1) Successful Attempt: Feb 25, 2019, 3:01 pm EST at 2425 Nimmo Pkwy, Virginia Beach, VA 23456 received by Honorable Glenn R. Croshaw, Chief Judge. Other: Judge Circuit Court for the City of Virginia Beach
Brandi Little, Judge's Office, accepted service for Honorable Glenn R. Croshaw, Chief Judge

 February 26, 2019
Donald Skinner Date
DCJS 99474631


Subscribed and sworn to before me by my affiant who
personally known to me
Notary Public
February 26, 2019 June 30, 2020

Date Commission Expires



Appendix 11

AFFIDAVIT OF SERVICE

Case: 181525	Court: Supreme Court of Virginia	County: VA	Job: 3105707
Plaintiff / Petitioner: James Beggs and Joyce Beggs	Defendant / Respondent: Devony Story		
Received by: Beach Resources	For: Joyce Beggs		
To be served upon: Honorable Glenn R. Croshaw, Chief Judge			

I, Donald Skinner, being duly sworn, depose and say, I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein:

Recipient Name / Address: Honorable Glenn R. Croshaw, Chief Judge, 2425 Nemo Pkwy, Virginia Beach, VA 23456

Manner of Service: Authorized, Feb 25, 2019, 3:01 pm EST

Documents: Writ of Mandamus - 39 Pages, Writ of Mandamus Verification - 2 pages.

Additional Comments:

1) Successful Attempt: Feb 25, 2019, 3:01 pm EST at 2425 Nemo Pkwy, Virginia Beach, VA 23456 received by Honorable Glenn R. Croshaw, Chief Judge. Other: judge Circuit Court for the City of Virginia Beach. (Bandi Little, Judge's Office, accepted service for Honorable Glenn R. Croshaw, Chief Judge)

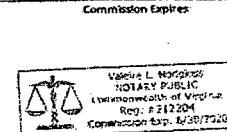
Donald Skinner February 26, 2019

Donald Skinner
DCJS 90474691

Date

Wiley J. Hedgen February 26, 2019

Notary Public
February 26, 2019 June 30, 2020



Appendix 12



City of Virginia Beach

City File No. LT15714

VAgov.com
MAY 18 2012
MAY 18 2012
100 COUNCILMAN DRIVE, ROOM 200
CITY OF VIRGINIA BEACH, VIRGINIA
(757) 385-4400
(757) 385-4401
TDD (757) 385-4407
TDD (757) 385-4408

October 30, 2018

Via Hand-Delivery by LEXGROUP

Patricia L. Harrington, Clerk
Supreme Court of Virginia
Supreme Court Building
100 North 9th Street, 5th Floor
Richmond, Virginia 23219

Re: *James Beggs, et al. v. Paulette D. Jenkins-Franklin, n/k/a Paulette D. Jenkins, et al.*
Record No. 180637

Dear Ms. Harrington:

Pursuant to the Court's October 9, 2016 Order, enclosed please find a Motion to Dismiss Petition for Writ of Mandamus and Memorandum of Law in Support. I respectfully request that the enclosed be filed on behalf of Respondent Christians Daugherty-Cunningham in the above-captioned matter.

Thank you for your courtesy and assistance.

Sincerely,

Kathleen Keffler

Kathleen Keffler
Assistant City Attorney

Enclosure

cc: Joyce and James Beggs, *pro se*
Lori A. Batts, Esq.
Cynthia King, Esq.
Paulette Franklin-Jenkins, Esq.
Deborah Ferrill (via email)
Mary Brown (via email)

Appendix 12 A

VIRGINIA: IN THE SUPREME COURT OF VIRGINIA

James Beggs, *et al.*,)
Petitioners,)
v.) Record No. 180637
Paulene D. Jenkins-Franklin, n/k/a)
Paulene D. Jenkins, *et al.*,)
Respondents.)

RESPONDENT DOUGHERTY-CUNNINGHAM'S MOTION TO
DISMISS PETITION FOR WRIT OF MANDAMUS AND MEMORANDUM
OF LAW IN SUPPORT

Mark D. Stiles (VSB No. 30683)
Christopher S. Boynton (VSB No. 38501)
Kathleen Keffer (VSB No. 86298)
OFFICE OF THE CITY ATTORNEY
CITY OF VIRGINIA BEACH
2401 Courthouse Drive, Suite 260
Virginia Beach, Virginia 23456
(757) 385-4531 (telephone)
(757) 385-5687 (fax)
kkeffer@vbgov.com
Counsel for Respondent Christiana Dougherty-Cunningham

Appendix 13

“Kept away from Judge “no Signature”

Petitioner Motion for a Restraining Order Case
Against Officer of the Court Attorney Paulette D. Jenkins-
Franklin No: CL 16-467 Virginia Supreme Court No:
190102

Virginia: IN THE CIRCUIT COURT FOR THE
CITY OF VIRGINIA BEACH

IN RE: Appointment of Guardian of Person &

Estate of Lauryn Beggs, a Minor

James Beggs Paternal Grandfather

Joyce Beggs Paternal Grandmother

Beverly Story, Maternal Grandmother

—
Vs

Lauryn Beggs CASE NO CL 16-4672

Restraining Order

This cause to be heard upon Motion to Gran(t) a Restringing Order to Protect Federal Military Records of James Beggs and his son Cornelius Beggs from the hands and eyes of Paulette D. Franklin Officer of the Court in her New Employment at the U S Department of Defense. In the interest of Department of Homeland Security, and Federal Protection over Military Records. It is hereby ADJUGE, ORDERED, and DECREED moving the Courts to Motion Gran(t)

A Restraining Order to Protect Federal Military Records of James Beggs and his son Cornelius Beggs from the hands and eyes of Paulette D. Jenkins Franklins Officer of the Court in her New Employment at the U. S. Department of Defense, in the interest of Department of Homeland Security, and Federal Protection over Said Military Records by