

**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’sse James Beggs  
Pro’sse Joyce Beggs  
312 South Willard Ave  
Hampton, Virginia  
757 265 7784

# Appendix 1

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

Statement as to full cost of repair or replacement  
under the replacement cost coverage, subject  
to the terms and conditions of this policy\*

(See reverse side for Privacy Act Statement and Paperwork Reduction Notice)

Policy No. FL 60100812782014

Agency at 1 Geico Blvd Fl 4, Fredericksburg, VA 22412

Agent Geico Insurance Agency

Insured James R Beggs

Location 312 S Wizard Ave, Hampton, VA 23663-1634

Type of property involved in claim Ducting and Contents

Date of Loss 10/4/2015

1. Full Amount of Insurance applicable to the property for which claim is presented was	\$350,000.00
2. Full Replacement Cost of the said property at the time of the loss was	\$100,806.52
3. The Full cost of Repair or Replacement is	\$10,359.76
4. Applicable Depreciation is	\$407.63
5. Actual Cash Value loss is (Line 3 minus Line 4)	\$9,951.13
6. Less deductibles and/or participation by the insured	\$1,622.60
7. Actual Cash Value Claim is (Line 5 minus Line 6)	\$8,328.57

8. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within

180 days from date of loss shown above, will not exceed \$401.31  
(This figure will be that portion of the amounts shown on Lines 4 and 6 which is recoverable)

\*The Standard Flood Insurance Policy is subject to the National Flood Insurance Act of 1968 and any Acts Amending thereof, and Regulations issued by the Federal Insurance Administration pursuant to such Acts.

Insured

*James R. Beggs*

Adjuster

## Appendix 2

Case: 4:17-cv-00010-ANSA-GERM Document 15-3 Filed 08/23/18 Page 21 of 62 PageID #: 1298

60100912762015

POLICY NO. FL  
12/3/2015 - 12/3/2015

POLICY TERM  
\$250,000.00

AMT OF BLDG COV AT TIME OF LOSS  
\$105,000.00

AMT OF CONTS COV AT TIME OF LOSS

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATIONAL FLOOD INSURANCE PROGRAM

PROOF OF LOSS  
(See Instructions for Policy Act Statement and  
Paperwork Reduction Statement)

Geico Insurance Agency  
AGENT

Geico Insurance Agency, Fredericksburg,  
VA 22402-6000  
AGENCY AT

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of  
James Beggs & Joyce Peterson-Beggs, 312 S Willard Avenue, Hampton, VA 23668

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and  
assignments attached thereto.

TIME AND ORIGIN A Flood loss 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 premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other  
purpose whatsoever:  
Owner

INTEREST No other person or persons had any interest therein or encumbrance thereon except:  
Penny Mac Loan Services

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is	\$250,000.00
2. ACTUAL CASH VALUE of building structures	\$45,932.90
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured	\$50,000.00
4. ACTUAL CASH VALUE OF ALL PROPERTY	\$95,932.90
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents)	\$9,914.14
6. LESS APPLICABLE DEPRECIATION	\$1,895.00
7. ACTUAL CASH VALUE LOSS is	\$2,019.11
8. LESS DEDUCTIBLES	\$1,647.48
9. NET AMOUNT CLAIMED under above mentioned policy is	\$371.63

The said loss did not originate by any act, design or procurement on the part of you insured, nothing has been done by or with the privity or consent of  
your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in approved schedules but such as were  
destroyed or damaged at the time of said loss, no property added has to any manner been concealed, and no attempt to deceive the said insurer 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 a 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 Regulations in Title 44 of the Code of Federal Regulations, Subchapter II, and that knowingly and voluntarily making any  
false statements or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United States Code.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over the insurer all 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 attempted 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 \_\_\_\_\_

60100612762015

POLICY NO. FL  
12/3/2015 - 12/3/2016

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATIONAL FLOOD INSURANCE PROGRAM

OLEB No. 1060-0005  
Expires April 30, 2017

POLICY TERM  
\$250,000.00

PROOF OF LOSS  
(See reverse side for Policy Act Statement and  
Paperwork Burden Disclosure Notice)

GEICO Insurance Agency

AGENT

1 GEICO Blvd, Pk 4, Fredericksburg, VA  
22412-6000  
AGENCY AT

AMT OF BLDG COV AT TIME OF LOSS  
\$100,000.00

AMT OF CONTS COV AT TIME OF LOSS

### Appendix 3

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by those indicated policy of insurance, you insured the interest of  
Patterson-Boggs, Joyce; 312 S Willard Ave, Hampton, VA 23663

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, insertions and  
assignments attached thereto.

TIME AND ORIGIN A Water/Flood loss occurred about the hour of TWENTY o'clock P.M.  
on the 07 day of October, 2016. The cause of the said loss was:  
Accumulation of Rainfall or Snow Melt

OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other  
purpose whatever:  
Office

INTEREST No other person or persons had any interest therein or encumbrance thereon except:  
PennyMac, PennyMac.

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented to	\$250,000.00
2. ACTUAL CASH VALUE of building structures	\$37,879.92
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured	\$56,250.00
4. ACTUAL CASH VALUE OF ALL PROPERTY	\$93,579.92
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents)	\$7,238.56
6. LESS APPLICABLE DEPRECIATION	\$606.03
7. ACTUAL CASH VALUE LOSS is	\$6,633.53
8. LESS DEDUCTIBLES	\$2,367.20
9. NET AMOUNT CLAIMED under above numbered policy is	\$4,266.33

The 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 privity or consent of  
your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein as in annexed schedules but such as were  
destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer 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 a part of this proof.

I understand that this insurance (policy) is issued pursuant to the National Flood Insurance Act of 1968, or any Act Amendment thereof, and  
Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any  
false statements or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United States Codes.

Subrogation - To the extent of the payment made or advanced under this policy, the insured hereby assigns, transfers and sets over to the insurer all rights,  
claims or interest 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 settlement 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.

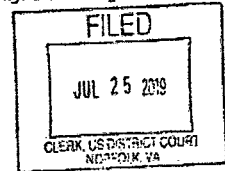
I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness

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 [of] 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's, 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.<sup>1</sup> *Id.* at 4-5.

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<sup>1</sup> 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.<sup>2</sup> 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").<sup>3</sup> See Surreply, ECF No. 66; Submission, ECF No. 67. In deference to Plaintiffs' *pro se* status, the

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<sup>2</sup> 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.

<sup>3</sup> 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.<sup>4</sup> 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[t]s, 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.<sup>5</sup> *Id.* at 13, 15. Although Defendants assisted by

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

<sup>5</sup> 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 III.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.<sup>6</sup> *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."<sup>7</sup> *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,

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<sup>6</sup> 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 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 Loss, ECF No. 46-1.

<sup>7</sup> 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.”<sup>8</sup> *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).

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<sup>8</sup> 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(s).

*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."<sup>9</sup> *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

<sup>9</sup> "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)).<sup>10</sup>

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. Witt*, 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

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<sup>10</sup> 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(1), 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.<sup>11</sup> Because Plaintiffs did not comply with this

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<sup>11</sup> 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. Win*, 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.<sup>12</sup>

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

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(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 *McCrary 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.*, 540 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.

<sup>12</sup> 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.F.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**.<sup>13</sup>

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

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<sup>13</sup> 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 RUPA<sup>14</sup> 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 Act<sup>15</sup> because "the Act involves the

<sup>14</sup> 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(f). Plaintiffs have inadequately alleged in their Second Amended Complaint that Defendants' relationship meets this definition.

<sup>15</sup> 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 Cmty. 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.

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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 E. Wright-Allen  
United States District Judge

Norfolk, Virginia

July 25<sup>th</sup>, 2019

## Appendix 4-A



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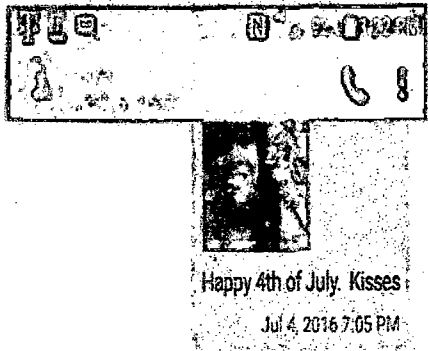
## Appendix 5

Contingent

Appendix 6

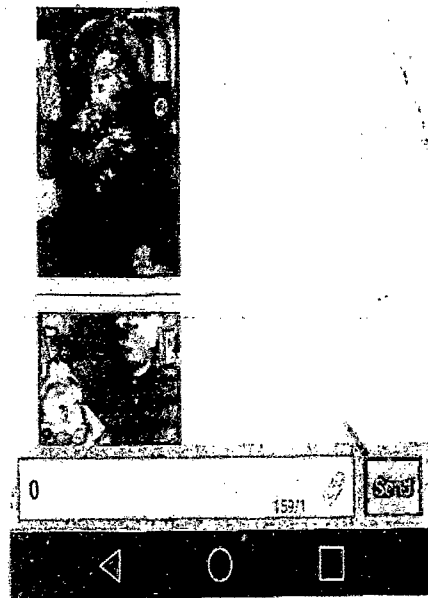


Appendix 7



Same to you

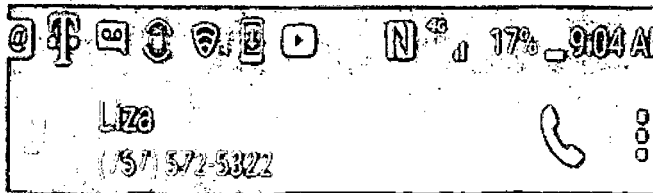
Jul 4, 2016 7:27 PM



Appendix 8

From: Jleggs9655@aol.com  
Subject: Courtney  
Date: March 22, 2017 at 1:34 PM  
To: Jleggs9655@aol.com

9



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: (800) 775-2570

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 at a hearing.

YOUR NAME: Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐  
Joyce ☐ P ☐ Beggs ☐  
Last First Initial Last  
YOUR ADDRESS: 312 South Willard Ave  
Street  
Hampton VA 23663  
City State Zip Code  
ijhaby38@aol.com  
E-mail  
Daytime Telephone No.:  
a) home (757) 265-7784  
☐ work ( )  
Other Telephone No. and times you can be reached:  
b) (757) 921-2008  
☐ ( )

LAWYER'S NAME: Paulette ☐ Jenkins ☐ Franklin ☐  
First Initial Last  
LAWYER'S ADDRESS: Eric O. Moody and Associates  
Lawyer's law firm, if known  
2200 Dunbarton Drive  
Street address or P.O. Box  
Chesapeake VA 23325  
City State Zip Code  
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 GrandBaby 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 causes 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)

re. 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  
Laurny'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: Devery 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

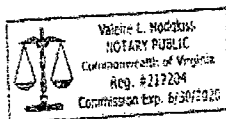
### Additional Comments:

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; Randall Little, Judge's Office, accepted service for Honorable Glenn R. Croshaw, Chief Judge

*Donald Skinner*  
Donald Skinner  
DCJS 09474631  
February 26, 2019  
Date

Beach Resources  
P.O. BOX 792  
Virginia Beach, VA 23451  
757-309 3315

*Valerie L. Hodgson*  
Valerie L. Hodgson  
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: Devery Story	
Received by: Broch 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 Henrico 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

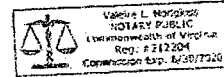
### Additional Comments:

1) Successful Attempt: Feb 25, 2019, 3:01 pm EST at 2425 Henrico 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

*Donald Skinner*  
Donald Skinner  
DCJS 99474691  
Date: February 26, 2019

Broch Resources  
P.O. BOX 767  
Virginia Beach, VA 23451  
757-399-3314

Subscribed and sworn to before me by the affiant(s) on this  
February 26, 2019  
Notary Public  
Date: February 26, 2019  
Commission Expires: June 30, 2020



Appendix 12



City of Virginia Beach

MAJOR C. STILES  
CITY ATTORNEY  
City File No. LT15714

Viggo.com  
MAJOR C. STILES  
CITY ATTORNEY  
100 COLLEGE DRIVE, SUITE 100  
VIRGINIA BEACH, VA 23462  
(757) 463-4637  
FAX (757) 463-4637  
TTY (757) 463-4637

October 30, 2018

Via Hand-Delivery by LEXGROUP

Patricia L. Harrington, Clerk  
Supreme Court of Virginia  
Supreme Court Building  
100 North 9<sup>th</sup> Street, 5<sup>th</sup> 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, 2018 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 Christiana Dougherty-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  
Leri A. Butts, Esq.  
Cynthia King, Esq.  
Paulette Franklin-Jenkins, Esq.  
Deborah Ferrell (via email)  
Mary Brown (via email)

VIRGINIA: IN THE SUPREME COURT OF VIRGINIA

James Beggs, <i>et al.</i> ,	)	
	)	
Petitioners,	)	
	)	
v.	)	Record No. 180637
	)	
Paulette D. Jenkins-Franklin, n/a	)	
Paulette D. Jenkins, <i>et al.</i> ,	)	
	)	
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 Keffler (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)  
kkeffler@vbgov.com  
*Counsel for Respondent Christianna Dougherty-Cunningham*

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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  
Restraining 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 \_\_\_\_\_