

APPENDIX TABLE OF CONTENTS

Appendix A: U.S. Court of Appeals for the Fourth Circuit, Order, February 9, 2024	1a
Appendix B: U.S. Court of Appeals for the Fourth Circuit, Order, February 9, 2024	2a
Appendix C: U.S. Court of Appeals for the Fourth Circuit, Judgment, June 28, 2023	3a
Appendix D: Order From the Virginia Supreme Court Denying Petitioners' Appeal No: 190102, November 21, 2019	4a
Appendix E: Virginia Supreme Court Order Denying Petitioners Injunction, August, 27, 2019	5a
Appendix F: U.S. District Court, Eastern District of Virginia, Newport News Division, Dismissal Order, July 25, 2019	7a
Appendix G: Order of Appointment of Attorney Asha Pandya	34a
Appendix H: Petitioner Motion for Restraining Order	35a
Appendix I: Statement of James Beggs and Joyce Beggs	37a
Appendix J: Statements of Cornelius Beggs ..	39a
Appendix K: Order of Appointment of Attorney	

Ash Pandya	48a
Appendix L: FEMA incorrect Statement of Full	
Cost of Repairs or Replacement under the	
Replacement Cost Coverage from	
Respondents.....	49a
Appendix M: Screenshots of “Veteran” Head cut in	
half” sent to Petitioner cell phone one-year	
Assignment in Hawaii July 4 th , 2016.....	52a
Appendix M: Screenshots of “Veteran” Head cut	
in half” sent to Petitioner cell phone one-year	
Assignment in Hawaii July 11 201.....	53a

Index of Appendix

Appendix 1: Petitioners’ Emergency Clean-up	
Saving to Cover “Servpro” for Flooding Before Flood	
Restoration Repairs; Misunderstood by Judge	
Arenda L. Wright-Allen 17,628.31	
6/23/23.....	54b
Restoration Repairs for 6/23/23 under 4 Circuit	
Court Jurisdiction.....	55b, 56b,
57b, 58b, 59b,60	
Appendix: 2: July 24, 1995, Respondent Home	
Paramount Pest Control Termite Inspection;	
showing Attorney Kathy Owens as Attorney for	

Respondents Allied Brokers Inc/ Substitute Judge
after Judge Ford.....61b

Appendix: 3 – October 27, 1995, Respondent
Home Paramount Pest Control Moisture Report
Inc. Fraudulently stating: “They Has Repaired all
Damages” from Petitioner’s New Home as a Child
Broke his leg in many places falling Through
Rotten Wood; 3 days after moving into Said

Home..... 62b

Appendix 4: Letter from Home Paramount Pest
Control Attorney sending Letter to Petitioner First
Attorney of Record Mr. James M. Gallagher

November 19, 1997, with Judge Richard Atlee

Receiving said Copy.63b

Appendix 5: Order Showing Attorney Richard Y.
Atlee Judge of the Virginia Court of Appeal
Withdrawing as John Pane Attorney October 19,
1998, under the Honorable Judge Ford.....64b

See Petitioners Court Granted Photo Appendixes in
U. S. Supreme Court Cases Records No: 02-6207
9/6/2002, 02-5307 7/18/2002, 06-931 1/08/2007, 19-
1095 12/24/2019

APPENDIX A

FILED: February 9, 2024

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

No. 21-1748
(4:17-cv-00110-AWA-DEM)

JAMES BEGGS; JOYCE BEGGS
Plaintiffs - Appellants

v.

GEICO INSURANCE AGENCY; CUNNINGHAM
LINDSEY U.S. INC.
Defendants - Appellees
and
AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA, d/b/a Assurant, et al.
Defendant

ORDER

Upon consideration of submissions relative to the motion to reopen and for an extension of time to file a petition for rehearing en banc, the court denies the motion.

For the Court-By Direction

/s/ Nwamaka Anowi, Clerk

APPENDIX B

FILED: February 9, 2024

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

No. 21-1748
(4:17-cv-00110-AWA-DEM)

JAMES BEGGS; JOYCE BEGGS
Plaintiffs - Appellants

v.

GEICO INSURANCE AGENCY; CUNNINGHAM
LINDSEY U.S. INC.
Defendants - Appellees
and
AMERICAN BANKERS INSURANCE COMPANY OF
FLORIDA, d/b/a Assurant, et al.
Defendant

ORDER

The court strictly enforces the time limits for filing petitions for rehearing and petitions for rehearing en banc in accordance with Local Rule 40(c). The petition in this case is denied as untimely.

For the Court--By Direction

/s/ Nwamaka Anowi. Clerk

APPENDIX C

FILED: June 28, 2024

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

No. 21-1748
(4:17-cv-00110-AWA-DEM)

JAMES BEGGS; JOYCE BEGGS
Plaintiffs - Appellants

v.

GEICO INSURANCE AGENCY; CUNNINGHAM
LINDSEY U.S. INC.
Defendants - Appellees
and
AMERICAN BANKERS INSURANCE COMPANY OF
FLORIDA, d/b/a Assurant, et al.
Defendant

JUDGMENT

In accordance with the decision of this court, the
judgment of the district court is affirmed.

This judgment shall take effect upon issuance of
this court's mandate in accordance with Fed. R. App.
P. 41.

/s/ PATRICIA S. CONNOR. CLERK

APPENDIX D

Order From the Virginia Supreme Court
Denying Petitioners Appeal No: 190102
November 21, 2019 with No Reply from Respondent
Beverly Story

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Thursday the 21st day of November, 2019.

James Begs, et al,
Against Record No. 190102
Appellants,
Beverly Story, Appellee,

From the Circuit of the City of Virginia Beach
On consideration on the petition of the appellants to set aside the judgment rendered herein on August 27, 2019 and grant a rehearing therefo, the prayer of the said petition is denied.

A Copy. Test

Douglas B. /Robelen, Clerk

Signed/ by a Deputy Clerk

The Petitioner Joyce Beggs unable to Recognized signature to print said deputy name.

APPENDIX E

Supreme Court
Denying Petitioners Order Grant Petitioners
Hard copy for Injunction Appeal No: 190102
August 27, 2019, with No Reply from Respondent
Beverly Story

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Thurssday the 27st day of August, 2019.

James Begs, et al, Record 190102
Against CL16004672-00
Appellants,
Beverly Story, Appellee,

Upon a Petition for Rehearing

Upon review of there record in this case and consideration of the argument submitted in support of the granting of an appeal, the Court is of the Opinion there is nor eversible error in judgment complained of. Accordingly, the Court refuses the petition for appeal

A Copy.
Test

Douglas B. Robelen, Clerk

Signed/ by a Deputy Clerk

The Petitioner Joyce Beggs unable to Recognized
signature to print said deputy name.

APPENDIX F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Newport News Division

[DATE STAMP]
FILED
JUL 25 2019
CLERK, US DISTRICT COURT
NORFOLK, VA

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'ns, 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.

Plaintiffs subsequently filed a document titled, "Second Amended Motion for Judgment Bad Faith," which the Court construes as Plaintiffs' Second

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.

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;

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,

Submission, ECF No. 67. In deference to Plaintiffs' *pro se* status, the 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[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

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.*

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

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 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

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 111.B.

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 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.

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, 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

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.

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 'alleged conclusions drawn from the facts' and 'need not accept as true unwarranted inferences, unreasonable conclusions, or arguments.'" *Id.* (citations omitted). In

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).

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).

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(a).

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* *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

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).

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

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.

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

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

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.

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

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.

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

IT IS SO ORDERED.

/s/
Arenda L. Wright-Allen
United States District Judge

Norfolk, Virginia
July 25th 2019

APPENDIX G

Order Of Appointment of Attorney Asha Pandya

With Plots showing Respondent Beverly Story as a plaintiffs in "Petitioners Case" with Said Child as Defendant

VIRGINIA: IN THE CIRIUT COURT FOR VIRGINIA BEACH. BEVERLY STORY plaintiff V. LAURYN C. BEGGS, a minor, CASE NO: CL16-4672

Who tried to educate the Virginia Court System of her client true Disability Virginia Code under 8.01-2 (6)(e) with Petitioner copy not seem or signed by Lower Court Judge puled into Plots.

THIS CASE came on upon the Motion for Appointment of Guardian ad Litem for incarcerated Father file by Plaintiff. IS APPEARING TO THE COURT that Cornelius C. Beggs, that biological father of the child is a person under a disability pursuant to 8.01-2(b)(e) of the Code of Virginia of 1990, as amended, it is therefore ADJUGED. ORDERED, AND DECREED as follows:

Kept away from Judge "no date no Signature

APPENDIX H

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

CASE NO CL 16-4672

Lauryn Beggs

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
DECREEED 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 _____

Kept away from Judge "no date no Signature

APPENDIX I

As said Abuses of Powers can undermine any Court Systems across the United State in both Civil and Criminal Cases by plots suffered by all Petitioners under 18 U.S. Code § 241 and 242. Needing 60 of the Federal Rules of Civil Procedure to seek review. Voiding all Orders for Fraud on the Court by this Court decision as Petitioners faces impermissibly circumventing situation of non- interested Parties; by Officers of the Court by Attorney Paulette D. Jenkins-Franklin, Attorney Cynthia King, and Attorney Asha S. Pandya under Supreme Court USCR Rule 10 legally responsible Actions for of Plots against all Petitioners.

Showing Petitioners suffered actions that voided President Obama Executive Orders, Acts of Congress, the Patriot Act, FEMA, Veteran Bills, and Presidential Proclamations voided the needed Statistic that is Federally mandated to collect; to improve the Life and Health Care for all Veterans of the American People. As Said all powers can undermine the Unites States of America and said Military Bases Personal Operations and Court Systems in Petitioners Jurisdiction along with Good standing Insurance Companies, and Federal Programs to benefit the Players of Plotted Conspirers of Terrorism that can undermine any Town system of Government as the Petitioners Watch Good Standing Black Family moved from their Foundation of Ownership over the Last 20 years by Quite Plots.

* * *

caused all Petitioners cases to end in a Miscarriage of Justice under Federal Law cited against a Mixed Couple citing Loving V State of Virginia.

U. S. Supreme Court has Jurisdiction over said pending case at from the Newport New Federal Court suffering a conflict of Interest appealed by James Beggs and Joyce Beggs Vs. Cunningham Lindsey et al., to the U.S. Forth District Court of Appeal No: 4:17-cv-00110 that is undecided as a Federal Program of FEMA were used against the Petitioners from a Virginia Beach Company to injures Petitioners Finically as suffered in U S Supreme Court U. S. Supreme Court Case No 06-931 & 20-5307 in this Court. Having Complete Jurisdictional Discretion to end ploys of Civil Terrorism against Petitioners to apply fines, not prison times for Violations under 18 U.S. Code § 241 and 242 to be an Aid in the Petitioners Jurisdictions and said Towns suffered in the State of Virginia.

Signature/James Beggs Signature/ Joyce Beggs

February 3, 2020.

APPENDIX J

Obtaining a Lawyer on my Behalf and that of Emergency Custody of my infant child "Lauryn Courtney Beggs."

In Order to protect the safety of said child as stated in said Appointments of Guardia.

FIRST: To ask, demand, litigate, and receive all manner of goods, chattels, debts, rent, interest, sums of money, and demands whatsoever, due or hereafter to become due, and owing, or belonging to me, and to make, give, and execute acquaintances, receipts, satisfactions or other discharges for the same, whether under seal or otherwise; regarding all my financial Affairs. Obtaining a Lawyer on my Behalf and that of Emergency Custody on their behalf "My Parents James Beggs and Joyce Beggs" to maintain Emergency Custody of my infant Child "Lauryn Courtney Beggs" to Order to protect the safety of said child in said Appointment of Guardian.

SECOND: To Make, execute, endorse, accept and deliver in my name of my aforesaid attorney all checks, notes, drafts, warrants, acknowledgment, agreements and all other instruments in writing of what ever nature, as to my said attorney-in-facts mat be necessary to conserve my interest; regarding all my Financial Affairs, Obtaining Lawyer on my behalf and that of Emergency Custody on their behalf "My parents James Beggs and Joyce Beggs" to maintain Emergency Custody of my infant child Lauryn

Courtney Beggs" to Order to Protect the safety of said child as stated in said Appointment of Guardian.

* * *

were giving by me Cornelius Courtney Beggs aka Bobbitt to my Parents James Beggs and Joyce Beggs of behalf of my infants Child "Lauryn Courtney Beggs" July 20, 2016. It is My Desire, and I so freely State, that this Power of attorney shall not be affected by any subsequent disability or incapacity The Signature of Cornelius Courtney Beggs aka Bobbitt.

I Cornelius Courtney Beggs aka Bobbitt, whose name is signed to the foregoing instrument, having been duly qualified according to the law: do hereby acknowledge that I signed and executed this power of attorney: that I am of sound mind; that I am eighteen (18) years older or older; that I signed it willingly and am under no constraint or undue influence; and that I signed it as my free and voluntary act for the purpose therein expressed.

Signature /Cornelius Beggs Date 8-4-2016

I certify that /Signature Cornelius Beggs has appeared before me this day of Date 8-1-2016 in the State of Utah

My commission expires on 4-22-2020

State of Utah County of Emery Date 8-4-2016

Janalee Luke Notary Public of State of Utah

Commission #688582

Comm. EXP. 04-22-2020

* * *

Appointment of Guardia

Virginia 23663 to act as guardian of said minor child stated above upon my inability to so act as I seek protection and fundamental fairness in the "State of Utah" on behalf of said father's Right's in the "State of Virginia" until conclusion of said surprised and "unprovoked" attack on Cornelius Courtney Beggs and Lauryn Courtney Beggs Life while seeking the help of a lawyer t protect his Rights. Should James and Joyce Beggs be unable or unwilling to serve, I appoint the State of Virginia to find Forest Care Family to act as the guardian of the minor children in place of James Beggs and Joyce Beggs to provide needed protection, safety, to protect the welfare of said infant.

I certifying said Parent in Hampton Virginia provided full cores meals, which gave them the opportunity to be directly involved in the daily Life of myself and said Infant on a daily basics. I certify That I care for the Daily of said Infant in Virginia Beach and my Nice in Hampton Virginia.

I certify Beverly Story was just hired recently as said infant Babysitter Only during working hours only.

* * *

conclusion of said Surprised Attack on the Father Life 7/20/2016 it While in the Direct Physical Present of said Infant. Father and Infant suffered Said Date July 20, 2016. Whereas, if said Guardianship in not granted to My Parents James Beggs and Joyce Beggs to Protect said Infant.

I Cornelius Beggs aka Bobbitt moves the Court to find suitable Foster Care Placement until the conclusion of said surprised attack 7/20/2016 and moves Virginia Beach Juvenile and Domestic Relation District Court to Appoint Foster Parent to safeguard my infant Health, safety and welfare of Lauryn Courtney Beggs

I Cornelius Courtney Beggs Gives my Parents James Beggs and Joyce Beggs the Power of Attorney to seek Legal Representation to maintain Legal Guardianship over said infant July 20, 2016 to protect said Infant Lauryn Courtney Beggs with the help of her Court Appointed Guadiana Ad Litem Cynthia King.

I Cornelius Courtney Beggs will at all times maintain my Due Process Right's involving my Parental Right's of said Infant Lauryn Courtney Beggs.

Signature /Cornelius Beggs 8-1-2016

I certify that /Signature Cornelius Beggs has appeared before me this day of Date 8-1-2016 in the State of Utah My commission expires on 4-22-2020 State of Utah County of Emery

* * *

Whereas, I Cmnelius Courtney Beggs aka Bobbitt < is the Parent and Main Care Giver of Lauryn Courtney Beggs who both suffered a surprised and unprovoked attack of his person while in the direct Physical Care of my infant "Lauryn Beggs" July 20, 2016.

Whereas, I Cornelius Courtney Beggs than gave

Emergency Custody to my Parents James and Joyce Beggs of 312 South Willard Ave Hampton Virginia the Morning of July 20, 2016 t protect said infant Lauryn Courtney Beggs Life. Asking my Father James Beggs "to protect my Infant said Lauryn Courtney the Morning of said surprised attack against my life while in the direct custody of said infant Lauryn Beggs.

I Cornelius Courtney Beggs saved the infant and self from "said surprised attack and after said attack on my life, seek Proper Safety for my life and protection in the Religious Stat of Utah until all said Responsibly Parties "direct or indirectly involved in; Surprised Attack 7, 20, 2016 along and their Motives suffered on the morning of July 20, 2010 can been investigation and all parties Brought To Justice.

I Cornelius Courtney Beggs aka Bobbitt is the Natural Guardian of Lauryn Courtney (age) 6 Months (Date of Birth) January 20, 2016. Give full Guardianship of my Infant Lauryn Courtney Beggs to my Parents James Beggs and Joyce Beggs of 312 South Willard Ave. of Hampton Virginia 23663 to act as guardian of said minor child stated above upon my inability to so act as I seek protection and fundamental fairness in the "State of Utah" on behalf of said father's Right's in the "State of Virginia" until conclusion of said surprised and "unprovoked" attack on Cornelius Courtney Beggs and Lauryn Courtney Beggs Life while seeking the help of a lawyer t protect his Rights. Should James and Joyce Beggs be unable or unwilling to serve, I appoint the State of Virginia to find Forest Care Family to act as the guardian of the minor children in place of James Beggs and Joyce Beggs to provide

needed protection, safety, to protect the welfare of said infant.

I certifying said Parent in Hampton Virginia provided full cores meals, which gave them the opportunity to be directly involved in the daily Life of myself and said Infant on a daily basics.

I certify That I care for the Daily of said Infant in Virginia Beach and my Nice in Hampton Virginia.

I certify Beverly Story was just hired recently as said infant Babysitter Only during working hours only.

* * *

I Attended Church revises at Phoebus United Methodist Church on 300 E. Mellen Street in Hampton Virginia with said Infant and Nice in Places of said parents as said father were on TDY Military Assignment in Hawaii weeks before attack on my Life 20, 2016.

Upon my designed guardian shall have the following authority while obtaining my Parental Rights as stated: a. Residential Custody of the minor child b. to approve medical treatment of any kind or type or disapprove that same within the bounds of the Law. c. to designate schooling for the minor children, and access to any and all of their educational records. d. To generally act in loco parentis et al.

In the event My Infant Lauryn Courtney Beggs becomes the Custodian of any Property for the minor

child under the Uniform Transfer to Minor Act or the Uniform Gift to Minors Act for all such Custodian property in the Protection under Court Appointed Guardian Ad Litem Cynthia King Esq. In the Event that formal legal processing are commenced to establish a guardian for my said infant child, it is my desire that the Guardians Mentioned herein have priority in appointment.

The failure to list Other Individuals as a guardian or successor Guardian is intentional to protect said, said Infant Lauryn Courtney Beggs Health and needed Protections until the conclusion of said Surprised Attack on the Father Life 7/20/2016 it While in the Direct Physical Present of said Infant. Father and Infant suffered Said Date July 20, 2016. Whereas, if said Guardianship is not granted to My Parents James Beggs and Joyce Beggs to Protect said Infant.

I Cornelius Beggs aka Bobbitt moves the Court to find suitable Foster Care Placement until the conclusion of said surprised attack 7/20/2016 and moves Virginia Beach Juvenile and Domestic Relation District Court to Appoint Foster Parent to safeguard my infant Health, safety and welfare of Lauryn Courtney Beggs

I Cornelius Courtney Beggs Gives my Parents James Beggs and Joyce Beggs the Power of Attorney to seek Legal Representation to maintain Legal Guardianship over said infant July 20, 2016 to protect said Infant Lauryn Courtney Beggs with the help of her Court Appointed Guadiana Ad Litem Cynthia King.

I Cornelius Courtney Beggs will at all times maintain

my Due Process Right's involving my Parental Right's
of said Infant Lauryn Courtney Beggs.

Signature /Cornelius Beggs 8-1-2016

I certify that /Signature Cornelius Beggs has appeared
before me this day of Date 8-1-2016 in the State of
Utah My commission expires on 4-22-2020 State of
Utah County of Emery

APPENDIX K

"Order Of Appointment of Attorney Asha Pandya With Plots showing Respondent Beverly Story as a plaintiffs in "Petitioners Case" with Said Child as Defendant. Who tried to educate the Virginia Court System of her client true Disability Virginia Code under 8.01-2 (6)(e) with holding "Military Disability" with Petitioner copy not seem or signed by Lower Court Judge puled into Plots."

VIRGINIA: IN THE CIRIUT COURT FOR VIRGINIA BEACH. BEVERLY STORY plaintiff V. LAURYN C. BEGGS, a minor, CASE NO: CL16- 4672

THIS CASE came on upon the Motion for Appointment of Guardian ad Litem for incarcerated Father file by Plaintiff. IS APPEARING TO THE COURT that Cornelius C. Beggs, that biological father of the child is a person under a disability pursuant to 8.01-2(b)(e) of the Code of Virginia of 1990, as amended, it is therefore ADJUGED. ORDERED, AND DECREED as follows:

1. Asha Pandya, Esquire, is hereby appointed Guardian Ad Litem to protect and represent the interest of Cornelius C. Beggs, the biological father of the minor child, in connection with all matters pending in this Court and any appeals that may follow therefrom. Ms. Pandya fees shall be paid pursuant 8.01-9 of the Codes of Virginia 1950, as amended. AND THIS CAUSE IS CONTINUED. NO SIGNTURE OF JUDGE

APPENDIX L

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

*O.M.B. No. 1660-0005
Expires April 30, 2017*

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 Burden Disclosure Notice)*

Policy No. FL RL00062483

Agency at 1 GEICO BLVD FL 4,
FREDERICKSBURG, VA 22412-9000

Agent GEICO INSURANCE AGENCY LLC

Insured JAMES R. & JOYCE PATTERSON BEGGS

Location 312 S WILLARD AVE, HAMPTON, VA
23663-1834

Type of property involved in claim Dwelling

Date of Loss

6/23/2023

1. Full Amount of Insurance applicable to the property for which claim is presented was \$347,000.00

2. Full Replacement of the said property at the time of the loss was \$301,414.82

3. The Full cost of Repair or Replacement is \$5,467.64

4. Applicable Depreciation is \$30.52.

5. Actual Cash Value loss is (Line 3 minus Line 4) \$5,437.12

6. Less deductibles and/or participation by the insured \$1,954.22

7. Actual Cash Value Claim is (Line 5 minus Line 6) \$3,482.90

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 \$23.30

(This figure will be that portion of the amounts shown on Lines 4 and 6 which is recoverable)

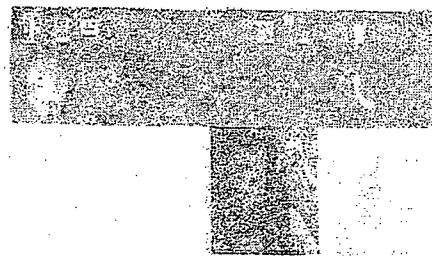
* The Standard Flood Insurance Policy is subject to the National Flood Insurance Act of 1968 and any

Acts Amendatory thereof, and Regulations issued by the Federal Insurance Administration pursuant to such statute(s).

/s/ T. Cusimano Adjuster

FEMA Form 086-0-12, 4/14

APPENDIX M



Happy 4th of July, Kisses

Same to you





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





SERVPRO

SERVPRO of Chesapeake North, Chesapeake South,
Hampton North, Elizabeth City/Outer Banks
2244 Steppingstone Square
Chesapeake, VA 23320
757-465-9700
Tax ID: 85-1768075

2307-265550WTR

SKETCH1

Main Level

Main Level

DESCRIPTION	QTY
1. Haul debris - per pickup truck load - including dump fees	1.00 EA
2. Personal protective mask (N-95)	4.00 EA
3. Personal protective gloves - Disposable (per pair)	4.00 EA
4. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR

Crawlspace

DESCRIPTION	QTY
7. Water extraction from hard surface floor - Cat 3 water	1,322.75 SF
9. Remove polyethylene vapor barrier	1,322.75 SF
10. Vapor barrier - visqueen - 6mil	1,322.75 SF
12. Moisture protection - vapor barrier seam tape	473.00 SF
20. Clean floor or roof joist system in confined space	1,322.75 SF
15. General Laborer - per hour	16.00 HF
Additional assistance needed for working in confined space, removal and replacement	
16. Apply plant-based anti-microbial agent to more than the floor	2,645.50 SF
18. Moisture protection for crawl space - hydrated lime	1,322.75 SF
17. Muck-out/Flood loss cleanup - confined space - Heavy	1,322.75 SF
14. Air mover (per 24 hour period) - No monitoring	15.00 EA

Grand Total

\$17,628.31

Mikka OQuinn

2307-265550WTR

8/16/2023

54b

NATIONAL FLOOD INSURANCE PROGRAM PROPERTY LOSS HISTORY

10-008294

CURRENT COMPANY/POLICY NUMBER: NFIP DIRECT SERVICING AGENT/RL00062483
 CURRENT PROPERTY ADDRESS:
 312 S WILLARD AVE
 HAMPTON, VA 23663-

THE INFORMATION PROVIDED BELOW IS THE FLOOD INSURANCE LOSS PAYMENT HISTORY FOR CLAIMS PAID BY THE NATIONAL FLOOD INSURANCE PROGRAM SINCE 1978 FOR THE ABOVE PROPERTY ADDRESS. LOSSES OCCURRING WITHIN 180 DAYS PRIOR TO THIS LOSS HISTORY MAY NOT BE INCLUDED IN THIS REPORT. IF YOU HAVE ANY QUESTIONS ABOUT THIS INFORMATION PLEASE CONTACT THE NFIP AT 866-395-7496.

DATE OF LOSS	BUILDING PAYMENTS	CONTENTS PAYMENTS	TOTAL PAYMENTS
9/9/2018	19949.91	0.00	19949.91
2/8/2016	3516.60	0.00	3516.60
10/4/2015	8729.88	0.00	8729.88
10/28/2012	9693.19	3708.83	13402.02
8/27/2011	10660.81	3802.82	14463.63
✓ 11/12/2009	✓ 42169.56	10050.02	52219.58

THE FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM WAS AUTHORIZED BY THE NATIONAL FLOOD INSURANCE REFORM ACT OF 1994 AND AMENDED BY THE BIGGEST-WATERS FLOOD INSURANCE REFORM ACT OF 2012. THE FMA PROGRAM PROVIDES FUNDS ON AN ANNUAL BASIS TO STATES AND LOCAL COMMUNITIES FOR PROJECTS THAT EITHER REDUCE OR ELIMINATE THE LONG-TERM RISK OF FLOOD DAMAGE TO BUILDINGS, HOMES, AS WELL AS OTHER STRUCTURES THAT ARE INSURED UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP). THE FMA PROGRAM PROVIDES FEDERAL GRANT FUNDS FOR ELIGIBLE MITIGATION ACTIVITIES, SUCH AS ELEVATING AN NFIP-INSURED STRUCTURE. MITIGATED PROPERTIES MAY ALSO QUALIFY FOR REDUCED FLOOD INSURANCE RATES. AS AN INDIVIDUAL, YOU MAY NOT APPLY FOR AN FMA GRANT ON YOUR OWN, BUT YOUR LOCAL COMMUNITY OR COUNTY MAY APPLY FOR A GRANT ON YOUR BEHALF. TO OBTAIN ADDITIONAL INFORMATION ON THE FMA PROGRAM AND OTHER MITIGATION GRANT PROGRAMS, PLEASE CONTACT YOUR LOCAL FLOODPLAIN MANAGER OR STATE HAZARD MITIGATION OFFICER, OR GO TO THE FEMA HAZARD MITIGATION ASSISTANCE WEBPAGE AT www.fema.gov/hazard-mitigation-assistance.

Virginia Beach
2569 Quality Ct
Virginia Beach, VA 23454
(757) 264-7352



CONTRACT

Licensed Contractor	Date
2705068655	8/18/2023
Customer	Phone (Work or Home)
Joyce Beggs & James Beggs	Home: (757) 265-7784, Home: (757) 401-8584
Project Location	E-mail
312 S Willard Ave Hampton, VA 23663	jbaby38s@aoi.com

PROPOSED PRODUCTS

	QTY
AquaStop ExtremeBloc	304.0
AquaStop Air System - Crawlspace	1.0
Electrical Outlet	2.0
Permit Package A	1.0
5 Year Annual Service Plan	1.0
AquaStop CrawSeal	1547.0
AquaStop CrawlDrain	152.0
AquaStop Crawlspace Single	1.0
Additional Products Quantity (see page 2 for details)	13.0
Subtotal	\$36,416.15
Fuel Surcharge	\$99.00
Contract Price	\$36,515.15

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and JES Construction, LLC (the "Contractor").

Customer is responsible for removing all personal items from the work area. A full perimeter drainage system with sump pump was recommended.

Customer assumes responsibility for damages to hidden or unmarked utility lines. Customer is aware of warranty and all addenda.

Stabilization is warranted. Contractor can attempt to lift at Customer's request. Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

Customer

Contractor

_____ _____

Date 8/18/2023 Date 8/18/2023

Atlantic Plumbing, Heating, Air
Conditioning, LLC
609 Copeland Drive
Hampton, VA 23661



Phone: (757) 898-0655
Fax: (757) 898-1917
atlanticphac.com

Bill to
Jim Beggs
312 S Willard Ave
Hampton, VA 23663-1834

Service Address
Jim Beggs
312 S Willard Ave
Hampton, VA 23663-1834

Work Summary
Un clog sewer
Work Order #: 3887

Transaction Date: 7/27/2023

Terms: Due on receipt
Assigned Tech: Loic M.

Invoice #: I3431

Item	Description	Amount	
D-040	Clean Main Sewer Line through cleanout - up to 75 feet. No Warranty on Drain Cleanings.	\$593.00	
	Total	\$593.00	
	Payments:	\$593.00	
	Balance Due:	\$0.00	
Date	Auth #	Method	Amount
7/27/2023	651756	VISA	\$593.00

Acceptance
I accept the services performed by Atlantic Plumbing,
Heating & Air Conditioning are to my satisfaction.

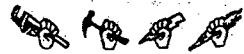
Jim Beggs

Terms and Conditions: Aged and deteriorated plumbing fixtures and piping may no longer be serviceable. Atlantic Plumbing, Heating & Air Conditioning will not be liable for any damage/destruction from these conventional repair efforts.

I represent that I am either the owner of the property or the owners agent, and have authority to order said work. A service charge of 1.5% per month (18% per annum) will be charged on all balances 30 days or more past due.

Page 1 of 1

56b



**Michael & Son
SERVICES**

MUSICAL • ELECTRICAL • HEATING & AC • RESTORATION

Michael & Son Services
2105 50th Street
Hampton, VA 23661
757-541-8100
www.michaelandsong.com

BILL TO
Joyce/James Beggs
312 S Willard Ave
Hampton, VA 23663 USA

INVOICE	INVOICE DATE
1475539	Aug 11, 2023

JOB ADDRESS
Joyce/James Beggs
312 South Willard Avenue
Hampton, VA 23663 USA

Completed Date:
Technician: Jeremy Gullidge

DESCRIPTION OF WORK

Arrived to replace single duct run from the plenum to the corner bedroom replaced duct run and hung off the ground tank
you for choosing Michael and son services

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Quote - HVAC	replace 6" duct	1.00	\$1,000.00	\$1,000.00
50055	Scheduled return visit to perform specific repair or service	1.00	\$0.00	\$0.00

PAID ON	TYPE	MEMO	AMOUNT
8/11/2023	Visa		\$1,000.00

POTENTIAL SAVINGS:	\$0.00
SUB-TOTAL	\$1,000.00
TAX	\$0.00
 TOTAL DUE	 \$1,000.00
PAYMENT	\$1,000.00
 BALANCE DUE	 \$0.00

Thank you for choosing Michael and Son for your home service needs today. If you have any issues with your service or have any questions about this invoice, please contact us at 1-800-948-6463 or email us at proudson@michaelandsong.com. We appreciate the opportunity to serve you.

Invoice #1475539

Page 1 of 5



How doers
get more done.

HAMPTON VA 23666
FATOU SILLAH (757)827-5446

4612 00051 84833 07/23/23 08:11 AM
SALE SELF CHECKOUT

022798197205 IP H&G:GAL <A> 22.98
HAIR/GREASE DRAIN OPENER 128 OZ
047034412324 TVK CVRALL <A> 16.98
TYVEK W/ HOOD & BOOT - L/XL
078864011104 NS10 <A> 4.38
#10 EXTRA THICK WAX RING

SUBTOTAL	44.34
SALES TAX	2.66
TOTAL	\$47.00

XXXXXXXXXXXXX1394 DEBIT USD\$ 47.00

AUTH CODE 001441
Chip Read Verified By PIN
AID A0000000980840 US DEBIT

4612 07/23/23 08:11 AM



4612 51 84833 07/23/2023 6712

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/21/2023

DID WE NAIL IT?

Take a short survey for a chance to win
a \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 174567 170006
PASSWORD: 23373 169955

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Colonial Claims Llc

2200 Bayshore Blvd
Dunedin, FL 34698

Recap by Category with Depreciation

Items		RCV	Deprec.	ACV
CLEANING		553.54		553.54
Coverage: Building	@ 100.00% =	553.54		
GENERAL DEMOLITION		1,867.97		1,867.97
Coverage: Building	@ 90.97% =	1,699.37		
Coverage: Personal Property	@ 9.03% =	168.60		
FLOOR COVERING - WOOD		538.53	7.16	531.37
Coverage: Personal Property	@ 100.00% =	538.53		
HEAT, VENT & AIR CONDITIONING		1,000.00	23.30	976.70
Coverage: Building	@ 100.00% =	1,000.00		
PLUMBING		49.80		49.80
Coverage: Building	@ 100.00% =	49.80		
WATER EXTRACTION & REMEDIATION		1,451.32		1,451.32
Coverage: Building	@ 100.00% =	1,451.32		
Subtotal		5,461.16	30.46	5,430.70
Material Sales Tax		6.48	0.06	6.42
Coverage: Building	@ 33.49% =	2.17		
Coverage: Personal Property	@ 66.51% =	4.31		
Total		5,467.64	30.52	5,437.12



How doers
get more done.

HAMPTON VA 23666
FATOU SILLAH (757)827-5446

4612 00061 90334 07/26/23 02:37 PM
SALE SELF CHECKOUT

073257005357 HUSKY 50CT <A> 29.97
HUSKY 42G CONTRACTOR BAGS 50CT
021496297996 6LB PENNFA [L](#) <A>
PENN FAST ACTING LIME 6#
6@12.78 76.68

SUBTOTAL 106.65
SALES TAX 6.40
TOTAL \$113.05
XXXXXX000000XX1394 DEBIT USDS 113.05

AUTH CODE 001239
Chip Read
AID A000G000980640 Verified By PIN
US DEBIT

4612 07/26/23 02:37 PM



4612 61 90334 07/26/2023 6953

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/24/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 185569 181018
PASSWORD: 23376 180957

• completed within 14 days
• entrants must be 18 or
• See complete rules on
• purchase necessary.

LN PARROT DIVERSIS, INC. REAL ESTATE
REALTOR RESIDENTIAL SALES & PROPERTY MANAGEMENT

TERMITIC INSPECTION

SELLER will contact exterminating company of his choice for inspection of wood for insect destroying organisms and for moisture certification or instruct REALTOR to contact company on his behalf. If a existing contract is held, indicate company below. REALTOR will provide access to property and/or insect inspector for SELLER. Inspection to be done and letter issued within 30 days of closing.

Exterminating Co. _____

_____ Under contract currently

_____ No preference

Colonial Exterminating Co. Inc. Phone: 877-5650 Paramount Pest Control Phone: 874-7055

DEED PREPARATION

SELLER authorizes the REALTOR to contact the following attorney closing agent to prepare deed and handle closing:

Bob Harris 722-2131
 Kathy Owens 722-2272
 Virginia Commonwealth Title 873-3799

Stewart Title 873-0807
 Other - see below

Closing Agent _____

Address _____

Phone # _____ Fax # _____

MORTGAGE INFORMATION

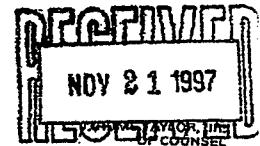
Lender Name _____
Address _____
Phone _____
Loan Number _____
Approx. Loan Balance _____
Monthly Payments _____ Interest Rate _____
Origination Date _____ Type Loan _____

Elizabeth Kirkpatrick _____
Seller Seller Date 2/10/95



Mercury Central Office: 1004 W. Mercury Boulevard, Hampton, Virginia 23666 (804) 826-0100
Hampton Branch Office: 1115 W. First Street, Hampton, Virginia 23664 (804) 826-7200





DIANA L. WHITE
Administrator

REPLY TO:
Norfolk

WILLIAM C. WALKER
GERARD E. W. VOYER
JAMES A. GORRY, III
JAMES E. BRYDGES, JR.
JOHN FRANKLIN, III
JAMES E. VAIDEN
HAROLD E. BELL
BRIAN N. CASEY
JAMES C. MCCAA
R. TEMPLE MAYO
DONNA WHITE KEARNEY
MARY MARGARET CALLAHAN LYONS
RICHARD W. ZAHN
BRADFORD C. JACOB
MARK B. KILDUFF
STEPHEN B. ROYALTY

THE COMMONWEALTH BUILDING
7301 FOREST AVENUE
SUITE 204
RICHMOND, VIRGINIA 23226
TELEPHONE 804-673-0341
TELEFAX 804-673-2001

November 19, 1997

James M. Gallagher, Esquire
Post Office Box 8035
Virginia Beach, VA 23452

Re: Joyce P. Patterson-Beggs and Cornelius Bobbitt Patterson, an infant by Joyce P. Patterson-Beggs, his next friend v. Allied Brokers, Inc., Ann W. Pane, John Pane d/b/a Panco Service Co., Home Paramount Pest Control Companies, Inc., Shirley Marra and Carolyn Robinson At Law No. 97-36817

Dear Jim:

Please find enclosed an Order which I believe reflects the Court's ruling in the above-referenced matter. I am also enclosing a memorandum of the agreement between Home Paramount Pest Control Companies, Inc. and Wrightway for your review.

If the Order meets with your approval, I would ask that you please obtain the endorsement of the other counsel on November 24, and file it with the Court at that time. I would also ask that you please request the Court to send me a certified copy as I will not be present on November 24.

Please let me know if you have any questions.

With kind regards, I remain

Sincerely,

TAYLOR & WALKER, P.C.


Richard W. Zahn, Jr.

RWZjr/dsb
Enclosure

cc: Bryan D. Lytle, Esquire
Richard AtLee, Esquire
Mr. Tom Reynolds [Claim No. 34-49636]
Mr. John Kam

63b

JAMES M. GALLAGHER
ATTORNEY AT LAW
SUITE 109B
2859 VIRGINIA BEACH BLVD.
VIRGINIA BEACH, VIRGINIA 23452-7613

ADMITTED IN:
PENNSYLVANIA-VIRGINIA
FAX (757) 486-3766

AREA CODE 757
463-5550

MAILING ✓
P. O. BOX
VIRGINIA BEACH,

March 17, 1998

Mrs. Joyce P. Patterson-Beggs
1143 Center Parkway, #52
Lexington, KY 40517

Re: Joint Demurrer
Patterson-Beggs v. Allied Brokers, Inc., et al.
Hampton Circuit Court - Part 2
Law No.: 97-36817

Dear Mrs. Beggs,

I bring you good news on this St. Patty's Day.

Judge Ford overruled the defendants joint demurrer on all points and ordered them to file responsive pleadings by April 7. I enclose a copy of the order entered this morning.

This means that we are in court on one count in contract and one count in tort, each with a for punitive damages of \$100,000 and compensatory damages of \$62,358.62. Once the defendants file responsive pleadings, we will proceed with discovery.

We have cleared the first big hurdle to righting this situation for you.

Hope all are well.

Sincerely,


James M. Gallagher

JMG/pan

62-1



City of Hampton

NOV 26 1996

11/26/96
NOV 26 1996
JULY 1996

Home Paramount Pest Control Company
Attention: Keith Johnson
703-A Gumrock Court
Newport News, VA 23606

Re: 312 S. Willard Ave.
Hampton, VA 23664

Dear Mr. Johnson:

This letter is written as a follow up to our phone conversation on November 13, 1996.

Nothing has been done since we met at the above referenced property on October 4, 1996.

We feel you have been given sufficient amount of time to correct the work in the crawl space at the above referenced address and call for reinspection.

Please see that the work is completed and inspected by no later than December 4, 1996 to avoid further legal action.

Respectfully,


David H. Langille
Senior Structural Inspector

DHL/dw

cc: Steven I. Shapiro, Director

DEPARTMENT OF CODES COMPLIANCE
22 LINCOLN STREET, HAMPTON, VIRGINIA 23669
TELEPHONE (804) 727-6150 FAX (804) 727-6557

b2b-2



Attn: Vice Mayor

City of Hampton

October 30, 1996

Mr. John Pane
D.B.A. Panco Service Co.
105 N. First Street
Hampton, VA 23664

RE: Repairs to Residence
and Accessory Structure
312 S. Willard Ave.
Hampton, VA

Dear Sir:

This letter is to inform you that you are in violation of the Virginia Uniform Statewide Building Code (VUSBC), Section 105.0 and Section 110.0 for:

- 1) Failure to obtain permits
- 2) Failure to obtain inspections at the above referenced address

Please obtain permits within five (5) days and inspections within fifteen (15) days of receipt of this letter. Thank you.

Respectfully,

Robert Burns
Chief Inspector

dbp

DEPARTMENT OF CODES COMPLIANCE
22 LINCOLN STREET, HAMPTON, VIRGINIA 23669
TELEPHONE (804) 727-6150 FAX (804) 727-6557

62b-3

RECEIVED
NOV 21 1997
TAYLOR, JR.
OF COUNSEL

DIANA L. WHITE
Administrator

REPLY TO:
Norfolk

TAYLOR & WALKER, P.C.

ATTORNEYS AT LAW

1300 FIRST VIRGINIA TOWER
355 MAIN STREET
POST OFFICE BOX 3490
NORFOLK, VIRGINIA 23514
TELEPHONE 757-625-7300
TELEFAX 757-625-1304

THE COMMONWEALTH BUILDING
7301 FOREST AVENUE
SUITE 204
RICHMOND, VIRGINIA 23226
TELEPHONE 804-673-0341
TELEFAX 804-673-2001

November 19, 1997

James M. Gallagher, Esquire
Post Office Box 8035
Virginia Beach, VA 23452

Re: Joyce P. Patterson-Beggs and Cornelius Bobbitt Patterson, an infant by Joyce P. Patterson-Beggs, his next friend v. Allied Brokers, Inc., Ann W. Pane, John Pane d/b/a Panco Service Co., Home Paramount Pest Control Companies, Inc., Shirley Marra and Carolyn Robinson At Law No. 97-36817

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TAYLOR & WALKER, P.C.


Richard W. Zahn, Jr.

RWZjr/dsb
Enclosure

cc: Bryan D. Lytle, Esquire
Richard AtLee, Esquire
Mr. Tom Reynolds [Claim No. 34-49636]
Mr. John Kam

63b

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

PEST CONTROL PROGRAM
POLICY CHANGE NUMBER: 4

POLICY NUMBER PCW100484	POLICY CHANGES EFFECTIVE: 05/31/96	COMPANY CONNECTICUT INDEMNITY COMPANY
NAMED INSURED: HOME PARAMOUNT PEST CONTROL, INC. ET AL		AUTHORIZED REPRESENTATIVE W.H. BROWNYARD CORPORATION
COVERAGE PARTS AFFECTED:		
CHANGES		
IT IS HEREBY UNDERSTOOD AND AGREED THAT THE <u>ATTACHED</u> FORM NUMBER CG24041093 IS MADE PART OF THIS POLICY.		
NO PREMIUM CHANGE.		

08/20/96 NS

Richard D. Aguirre
AUTHORIZED REPRESENTATIVE SIGNATURE

636-1

AFFIDAVIT FOR SERVICE OF PROCESS ON THE
SECRETARY OF THE COMMONWEALTH

Commonwealth of Virginia VA. CODE § 8.01-301, -310, -329, -35-218.1, 57-51

Case No.: CL 01-305 Part

Circuit Court

Hampton Circuit Court
James Patterson, Esq. v. Alfred Brooks, Esq.
Chancery Court of Virginia, Hon. John H. Holden
1500 State Avenue, Chesapeake, Virginia 23889

TO THE PERSON PREPARING THIS AFFIDAVIT: You must comply with the appropriate requirements listed on the back of this form.

Attachment(s):

Notice of Motion for Judgment and Motion for Judgment
 Subpoena in Chancery and Bill of Complaint
 Garnishment Summons

I, the undersigned Affiant, state under oath that:

the above-named defendant

whose last known address is: same as above

1. is a non-resident of the Commonwealth of Virginia or a foreign corporation and Virginia Code § 8.01-328.1(A) applies (see NON-RESIDENCE GROUNDS REQUIREMENT on reverse).

2. is a person whom the party seeking service, after exercising due diligence, has been unable to locate (see DUE DILIGENCE REQUIREMENT ON BACK)

March 29, 2001

DATE

PARTY

PARTY'S ATTORNEY

PARTY'S AGENT

State of *Virginia*

city

county of *Hampton*

Acknowledged, subscribed and sworn to before me this day:

3/27/01

DATE

Dep

CLERK

MAGISTRATE

NOTARY PUBLIC

My commission expires

NOTICE TO THE RECIPIENT from the Office of the Secretary of the Commonwealth of Virginia:

You are being served with this notice and attached pleadings under Section 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process. The Secretary of the Commonwealth's ONLY responsibility is to mail, by certified mail, return receipt requested, the enclosed papers to you. If you have any questions concerning these documents, you may wish to seek advice from a lawyer.
SERVICE OF PROCESS IS EFFECTIVE ON THE DATE THAT THE CERTIFICATE OF COMPLIANCE IS FILED WITH THE ABOVE-NAMED COURT.

CERTIFICATE OF COMPLIANCE

I, the undersigned, Clerk in the Office of the Secretary of the Commonwealth, hereby certify the following:

1. On *APR 03 2001*, legal service in the above-styled case was made upon the Secretary of the Commonwealth, as statutory agent for persons to be served in accordance with Section 8.01-329 of the Code of Virginia, as amended.
2. On *APR 17 2001*, papers described in the Affidavit were forwarded by certified mail, return receipt requested, to the party designated to be served with process in the Affidavit.

SERVICE OF PROCESS CLERK, DESIGNATED BY THE AUTHORITY OF THE
SECRETARY OF THE COMMONWEALTH

FORM CC-1418 (FRONT) 7/92 PC

b3b-2

VIRGINIA IN THE CIRCUIT COURT FOR THE CITY OF HAMILTON, PART 2
JOYCE P. PATTERSON-BECCS

Plaintiff

v.
ALLIED BROKERS, INC.

LAW NO. 35817

ANN W. PANE

SHERLEY MARINA

CAROLYN ROBINSON

and

JOHN W. PANE d/b/a PANCO SERVICE CO.

Defendants

ORDER

This cause came to be heard upon the Motion of Richard Y. AtLee, Jr. and the law firm of Hall, Fox and AtLee, P.C. for leave to withdraw as counsel for the defendant, John W. Pane, d/b/a Panco Service Co., and was heard; it appearing that said Motion should be granted, it is
ORDERED, ADJUDGED and DECREED that Richard Y. AtLee, Jr. and the law firm of Hall, Fox, and AtLee, P.C. be and are hereby relieved as counsel for said defendant.

ENTER: October 19, 1978

Marvin J. Foss
JUDGE

1. ASK FOR THIS:

Richard Y. AtLee, Jr. p.d.

2. HAVE SEEN:

James M. Gallagher p.d.

Brian D. Lytle p.d.