

UNITED STATES DISTRICT COURT

FOR THE

EASTERN DISTRICT OF LOUISIANA

IN RE: HURRICANE IDA CLAIMS

ORDER STAYING CASES FILED BY MCCLENNY, MOSELEY & ASSOCIATES

On March 1, 2023, Chief Magistrate Michael B. North issued a Recommendation to the District Court *en banc* that all Hurricane Ida cases filed by the law firm McClenny, Moseley & Associates (“MMA”) be stayed pending his examination *in camera* of all retention and/or engagement and/or contingency fee contracts between MMA and the named insureds in each of the firm’s 600+ Hurricane Ida cases currently pending in this District. Judge North’s Recommendation is attached to this Order. That recommendation was largely based on Judge North’s findings in *Franatovich v. Allied Trust Insurance Co.*, Civ. No. 22-cv-2552 c/w 22-cv-4927, that MMA had filed lawsuits on behalf of persons they did not and do not represent and that it had sent over 800 false letters of representation to insurance carriers claiming to represent named insureds when, in fact, it represented a roofing contractor.

After thorough consideration, the Court agrees that Judge North’s findings as described in his recommendation create serious enough concerns to merit Judge North’s *in camera* review of the aforementioned documents and that all of MMA’s Hurricane Ida cases should be stayed to allow that review to take place.

Accordingly, the Court Orders that each of the cases identified on the attached list entitled, "Hurricane Ida Cases Filed by McClenny, Mosely, & Associates" are hereby STAYED until further order of the Court. The Stay may be lifted by the Chief Magistrate Judge for any case in which a voluntary Motion to Dismiss has been or will be filed, for the sole purpose of dismissing that lawsuit.

NEW ORLEANS, LOUISIANA, this 2nd day of March, 2023.

A handwritten signature in black ink that reads "Nannette Jolivet Brown". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

NANNETTE JOLIVETTE BROWN
CHIEF JUDGE
FOR THE EN BANC COURT

UNITED STATES DISTRICT COURT

FOR THE

EASTERN DISTRICT OF LOUISIANA

IN RE: HURRICANE IDA CLAIMS

RECOMMENDATION FOR STAY ORDER

Based upon statements made on the record during a hearing held by me in *Franatovich v. Allied Trust Insurance Co.*, Civ. No. 22-cv-2552 c/w 22-cv-4927, along with documents submitted into the record of that case, I have found that the law firm McClenny Mosely & Associates (“MMA”) has engaged in seriously concerning conduct, including, but not limited to:

- (1) Filing at least one lawsuit on behalf of an individual it does not represent (rec. doc. 54-1);
- (2) Misrepresenting to various insurance companies at least 856 times that it represented individual homeowners in this District when, in fact, it actually represented an Alabama-based roofing contractor (*id.*);
- (3) Settling at least nine Hurricane Ida claims in this District in which they represented an Alabama-based roofing contractor rather than the named insured(s) (*id.*); and

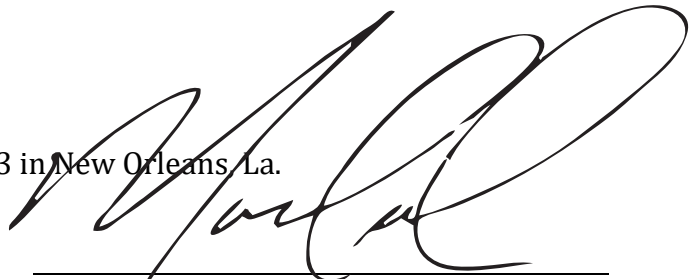
(4) Paying an outside vendor (“Velawcity”) a \$3,500 per-case fee to deliver to MMA signed contingency fee contracts from individuals who had been directly solicited by Velawcity, possibly in violation of La. R.S. 37:219.

In addition, I am aware of at least two cases in this District in which MMA has sued the wrong insurance company on behalf of a homeowner in this District, *Allied Trust v. Ripoll*, Case No. 22-cv-2811, and *Wallesverd v. State Farm*, Case No. 22-4275. I understand from discussions with Judge Cain in the Western District of Louisiana that there are dozens of cases in that district in which MMA sued the wrong insurance carrier.

Accordingly, I believe it is appropriate and am prepared to order that MMA produce to me for *in camera* inspection all retention and/or engagement and/or contingency fee contracts between MMA and the named insureds in each of the over 600 Hurricane Ida cases currently pending in this District. I do not believe, given the substantial unknowns concerning the true identity of the firm’s clients and the provenance of their representation of many of those clients, that it would be appropriate to allow these cases to matriculate through the SSP, or even be subject to the mandatory disclosures required by C.M.O. No. 1.

I therefore recommend that the District Court issue an *en banc* Order staying all cases now pending or to be brought in this District by MMA until I have had the opportunity to review the evidence of retention/engagement in each case. I further recommend that any stay order provide that the Chief Magistrate Judge may lift the stay for any case in which a voluntary Motion to Dismiss has been or will be filed, for the sole purpose of dismissing that lawsuit.

Signed this 1st day of March, 2023 in New Orleans, La.



MICHAEL B. NORTH
UNITED STATES MAGISTRATE JUDGE

HURRICANE IDA CASES FILED BY MCCLENNY, MOSELY & ASSOCIATES

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2:2022-cv-04227-SM-JVM	Harris v. Certain Underwriters at Lloyd's
2:2022-cv-04966-NJB-DPC	Faciane v. Allstate Indemnity Company
2:2022-cv-04968-NJB-DPC	Roach v. Allstate Indemnity Company
2:2022-cv-04969-WBV-KWR	Richard v. Allstate Insurance Company
2:2022-cv-04971-ILRL-KWR	Meggs v. Allstate Insurance Company
2:2022-cv-04972-BWA-JVM	Beaulieu v. Allstate Insurance Company
2:2022-cv-04973-EEF-MBN	Bussey v. Allstate Insurance Company
2:2022-cv-04974-ILRL-DPC	Moore v. Allstate Insurance Company
2:2022-cv-04979-WBV-JVM	Santangelo v. Allstate Insurance Company
2:2022-cv-04981-BWA-DPC	Dabney v. Allstate Insurance Company
2:2022-cv-04983-NJB-DPC	Melerine v. Allstate Insurance Company
2:2022-cv-04988-ILRL-DPC	Castillo v. Allstate Insurance Company
2:2022-cv-04989-NJB-DPC	Moore v. Allstate Insurance Company
2:2022-cv-04990-EEF-DPC	Cox v. Allstate Insurance Company
2:2022-cv-04991-WBV-KWR	Turner v. Allstate Insurance Company
2:2022-cv-04992-NJB-JVM	Verrett v. Allstate Insurance Company
2:2022-cv-04993-BWA-MBN	Colleen v. Allstate Insurance Company
2:2022-cv-04994-EEF-JVM	Marlbrough v. Allstate Insurance Company
2:2022-cv-04995-SSV-KWR	Lee v. Allstate Insurance Company
2:2022-cv-04997-NJB-JVM	Hemphill v. Allstate Insurance Company
2:2022-cv-04998-WBV-DPC	Scott v. Allstate Insurance Company
2:2022-cv-05000-JTM-KWR	Borne v. Allied Trust Insurance Company
2:2022-cv-05001-BWA-DPC	Hewitt v. Allstate Insurance Company
2:2022-cv-05002-NJB-JVM	Scott v. Allied Trust Insurance Company
2:2022-cv-05003-WBV-DPC	Coulon v. Allstate Insurance Company
2:2022-cv-05005-GGG-JVM	Williams v. Allstate Insurance Company
2:2022-cv-05006-ILRL-KWR	Kennedy v. Allstate Insurance Company
2:2022-cv-05022-SSV-KWR	Mckenzie v. Allied Trust Insurance Company
2:2022-cv-05023-SM-MBN	Leonard v. Allied Trust Insurance Company
2:2022-cv-05024-WBV-MBN	McGuire v. Allstate Insurance Company
2:2022-cv-05026-WBV-KWR	Richards v. Allstate Insurance Company
2:2022-cv-05027-EEF-KWR	Russo v. Allied Trust Insurance Company
2:2022-cv-05029-SM-MBN	Love v. Allied Trust Insurance Company
2:2022-cv-05030-GGG-MBN	Kruebbe v. Allied Trust Insurance Company
2:2022-cv-05032-EEF-DPC	Mcfall v. Allied Trust Insurance Company
2:2022-cv-05033-SSV-DPC	Wilson v. Allied Trust Insurance Company
2:2022-cv-05034-SSV-KWR	Williams v. Allied Trust Insurance Company
2:2022-cv-05035-WBV-JVM	Remond v. Allied Trust Insurance Company
2:2022-cv-05038-EEF-KWR	Smith v. Allied Trust Insurance Company
2:2022-cv-05039-NJB-MBN	Earl v. Allied Trust Insurance Company

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Crochet v. Allied Trust Insurance Company
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2:2022-cv-04773-JCZ-KWR	Chetta-Faulkner v. Allied Trust Insurance Company
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2:2022-cv-04775-JTM-MBN	Melerine v. Allied Trust Insurance Company
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2:2022-cv-04813-SSV-DPC	Boesch v. Occidental Fire & Casualty Company of North Carolina
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2:2022-cv-04862-GGG-KWR	Ramon v. United Property & Casualty Insurance Co.
2:2022-cv-04869-CJB-KWR	Miller v. United Property & Casualty Insurance Company
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2:2022-cv-04889-JTM-KWR	Venturi v. Allied Trust Insurance Company
2:2022-cv-04893-CJB-KWR	Singh v. United Property & Casualty Insurance Company
2:2022-cv-04894-LMA-MBN	Imbraguglio v. United Property & Casualty Insurance Company
2:2022-cv-04897-LMA-KWR	Ratliff v. Allied Trust Insurance Company
2:2022-cv-04898-BWA-KWR	Garris v. United Property & Casualty Insurance Company
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