

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

VIRGINIA AND JOHN M. ROPER, SR.

PLAINTIFFS

VERSUS

CAUSE NO. 1:06cv713 LTS-RHW

**STATE FARM FIRE AND CASUALTY COMPANY
AND JOHN AND JANE DOES A; B; C; D; E; F; AND G**

DEFENDANTS

**AMENDED COMPLAINT
Jury Trial Requested**

COME NOW the Plaintiffs, and file this their Complaint against the Defendant, Nationwide Mutual Fire Insurance Company, for breach of contract, negligence, gross negligence, bad faith, fraud, fraudulent claims practices, fraudulent concealment, fraudulent inducement, and other causes of action and would state as follows to wit:

1.

This Amended Complaint adopts and incorporates herein the Complaint filed by the Plaintiffs in the Circuit Court of Jackson County, Mississippi, as if set out in full words and figures, attached hereto as Exhibit "A".

2.

This Court has jurisdiction of the parties and subject matter.

3.

The Defendant, State Farm Fire and Casualty Company, is a foreign insurance corporation doing business in the State of Mississippi and can be served with process in the time and manner prescribed by law.

4.

Defendants John and Jane Does A; B; C; D; E; F; and G are persons or entities who caused or contributed to the injuries and damages of the Plaintiffs, but whose true identity and/or liability have not

EXHIBIT 1

been ascertained at this time. All allegations and claims asserted herein against the named Defendants are incorporated herein by reference against John and Jane Does A-G. John and Jane Does A-G may be substituted with fully identified defendants during or after discovery, when their true identities and liability are ascertained.

5.

The Plaintiffs purchased a homeowner's insurance policy from the Defendant that was effective on August 29, 2005.

6.

The subject policy was underwritten, marketed, sold, and issued to the Plaintiffs by Defendant who acted by, through, and/or in conjunction with its agents. In selling the subject policy of insurance to the Plaintiffs, and the premiums were paid by the Plaintiffs, Defendant impliedly represented to the Plaintiffs they would be have full and comprehensive coverage for any and all hurricane damage, including any and all damage proximately, efficiently, and typically caused by hurricanes, including all damages caused by the hurricane. Based on representations of hurricane coverage made by Defendant and its agents, and the express and implicit policy coverages, Plaintiffs reasonably relied upon said representations and purchased and agreed to pay and did pay a substantial premium for the subject policy of insurance from Defendant with a reasonable expectation and understanding that Defendant would pay for all losses caused by any hurricane.

7.

On or about August 29, 2005, the Mississippi Gulf Coast was devastated by Hurricane Katrina. As a result, the property of the Plaintiffs' was destroyed by Hurricane Katrina.

8.

The premium amount for policy of insurance purchased by the Plaintiffs was paid in full when Hurricane Katrina laid waste to the Mississippi Gulf Coast on August 29, 2005.

9.

The Plaintiffs contacted the Defendant and filed a claim for damages as a result of Hurricane Katrina.

10.

The Defendant denied the Plaintiffs' claim without a legitimate, arguable or reasonable reason and contrary to the representations of Defendant and its agents that the Plaintiffs were purchasing coverage for losses and damages caused by the hurricane, and contrary to the explicit and implicit policy provisions, Defendant refused to pay for any losses and damages of the Plaintiffs that were caused by Hurricane Katrina.

11.

Certain provisions of the subject policy of insurance, which Defendant relied upon to exclude coverage for the Plaintiffs' losses caused by Hurricane Katrina, when viewed in connection with the policy's intent to provide coverage for hurricane losses, are ambiguous as a matter of law. Defendant denied Plaintiffs' claim based on the presumption that the Plaintiffs' entire hurricane related loss was caused by "flood". Defendant used its ambiguous exclusionary language as a bad faith vehicle to deny the Plaintiffs, and similarly situated insureds, along the Mississippi Gulf Coast of the relief granted to them under their contract(s) and/or policy(s) of insurance.

12.

The Defendant failed to conduct a thorough investigation and failed to properly investigate the the Plaintiffs' claim before denying the Plaintiffs' claim.

13.

Defendant had a duty under the subject policy of insurance to fully investigate the claims of its insureds arising from Hurricane Katrina, including but not limited to the claims of the Plaintiffs, and to pay the Plaintiffs for covered losses. The Defendant's duties under the subject policy of insurance included, but were not limited to:

- a. The Defendant had a duty to train adjusters and other claims personnel to accurately investigate and determine the causation of losses suffered by Defendant's insureds, and to correctly apply the subject policy of insurance to the facts of particular losses, including the losses of the Plaintiffs;
- b. The Defendant had the duty to have competent adjusters perform a detailed inspection of the Plaintiffs' damages and losses, in a timely and professional manner;

c. The Defendant had a duty to complete its investigation, and pay the Plaintiffs for their covered losses, within a reasonable amount of time;

d. The Defendant had the duty to pay the Plaintiffs losses and damages covered under the subject policy of insurance;

e. The Defendant had the duty to resolve any and all ambiguities in the subject policy of insurance in favor of coverage for Defendant's insureds;

f. The Defendant had the duty to prove facts supporting the applicability of any exclusion to coverage before excluding coverage for the Plaintiffs for losses caused by Hurricane Katrina;

g. The Defendant had the duty, implicit within every policy of insurance in the State of Mississippi, to treat the Plaintiffs, and each insured, with good faith and fair dealing;

h. The Defendant had other duties required by law that will be shown at a trial of this matter.

14.

The Defendant, by and through its agents and employees, with negligence, gross negligence and with careless disregard of the rights of the Plaintiffs refused to pay for the covered losses of the Plaintiffs caused by Hurricane Katrina without a legitimate, arguable, or reasonable basis. Defendant's breach of its duties under the subject policy of insurance, and the other acts and omissions of Defendant, as described throughout the preceding and following paragraphs, constitute bad faith breach of Defendant's duties and obligations to the Plaintiffs under the subject contract of insurance; as well as a bad faith breach of Defendant's implicit duty to treat the Plaintiffs with good faith and fair dealing.

15.

The Defendant has treated the Plaintiffs with reckless disregard and negligently and gross negligently denied the Plaintiffs' claim causing the Plaintiffs damages and due to the conduct of the Defendant as stated herein the Defendant should be ordered to respond in punitive damages in an amount to be determined at trial.

16.

The Defendant has breached its contract with the Plaintiffs to provide insurance coverage for the damages caused by Hurricane Katrina to the property of the Plaintiffs as promised to the Plaintiffs and paid for by Plaintiffs. In addition to the foregoing duties breached by the Defendant, the Defendant breached the following duties:

a. The Defendant has breached its duty to train adjusters and other claims personnel to accurately investigate and determine the causation of losses suffered by Defendant's insureds, and to correctly apply the subject policy of insurance to the facts of particular losses, including the losses of the Plaintiffs;

b. The Defendant has breached its duty to have competent adjusters perform a detailed inspection of the Plaintiffs' damages and losses, in a timely and professional manner;

c. The Defendant has breached its duty to complete its investigation, and pay the Plaintiffs for their covered losses, within a reasonable amount of time;

d. The Defendant has breached its duty to pay the Plaintiffs losses and damages covered under the subject policy of insurance;

e. The Defendant has breached its duty to resolve any and all ambiguities in the subject policy of insurance in favor of coverage for Defendant's insureds;

f. The Defendant has breached its duty to prove facts supporting the applicability of any exclusion to coverage before excluding coverage for the Plaintiffs for losses caused by Hurricane Katrina;

g. The Defendant has breached its duty, implicit within every policy of insurance in the State of Mississippi, to treat the Plaintiffs, and each insured, with good faith and fair dealing as well as breached other duties that will be shown at a trial of this matter.

17.

The Defendant has acted in bad faith and breached the contract of insurance with the Plaintiffs for failing to provide insurance coverage as provided in and by the provisions of the policy and as set out in their own letter of denial and failure to pay for hurricane damage without a legitimate, arguable or reasonable reason.

18.

The Defendant has willfully, wantonly, intentionally, and in bad faith failed to provide insurance coverage to the Plaintiffs as provided by the contract for insurance and by Mississippi law.

19.

The Defendant through its agents and employees, negligently, gross negligently, recklessly, and/or maliciously coerced adjusters assigned to investigate Plaintiffs' property that the Plaintiffs' hurricane damage, including damage to the roof and upper portions of the dwelling, was attributable to flood and thus not a covered loss all to the financial benefit of Defendant. As a direct and proximate result of Defendant's conduct in this regard, the Plaintiffs suffered damages discussed throughout this Complaint.

20.

The actions of State Farm in denying the Plaintiff's claims were part of a fraudulent and deceptive scheme deliberately devised and intentionally implemented by State Farm after Hurricane Katrina, at the expense of the Plaintiff and similarly situated insureds. Said actions constitute an intentional, wrongful, and tortious act.

22.

The Defendant negligently, gross negligently, intentionally, maliciously, and/or with reckless disregard for the rights of its insureds, the Plaintiffs, sought to interpret its own policy of insurance contrary to the actual terms and conditions thereof; contrary to Defendant's representations that coverage would be provided for losses caused by hurricanes in exchange for additional consideration; and contrary to Mississippi public policy, all to the benefit of Defendant and to the detriment of the Plaintiffs. The

Defendant in using its ambiguous policy provisions drafted exclusions as a method to completely deny coverage for dwellings, such as the Plaintiffs', destroyed by Hurricane Katrina. Thus, Defendant denied coverage for losses caused by the hurricane based upon the policy's "anti-concurrent" clause, at a time when Defendant had no proof that the Plaintiffs' losses were caused by a allegedly excluded loss. Defendant's denial of Plaintiffs' claims based upon "results of our discussions, site inspection, and investigation, it was determined the damage to your home and personal property was caused by 'flood'" is the end result of Defendant's institutional bad faith in the drafting, sales, adjusting practices, and claims handling practices in a corporate course of conduct in regard to Plaintiffs and similarly situated insureds' policy(s) and/or contract(s) of insurance.

22.

The Defendant herein breached their foregoing duties of due care, their duties imposed by law which was the proximate cause, substantial factor, or proximate contributing cause of the damages caused to the Plaintiffs.

23.

The massive number of State Farm insured homes destroyed to the foundation by Hurricane Katrina left State Farm facing huge losses after Hurricane Katrina. State Farm made an initial assessment of the magnitude of the loss. State Farm conceived and instituted a fraudulent course of claims practices to be applied to Katrina "slab claims", including that of the Plaintiff.

24.

The claim of the Plaintiff, and the claims of hundreds of other State Farm insureds whose homes were rendered mere "slabs" by Hurricane Katrina, were wrongfully denied pursuant to State Farm's Katrina -specific "top down" scheme of fraudulent and deceptive claims practices.

25.

The scheme included employment by State Farm of improper or absent engineering procedures, which were fraudulently concealed from the Plaintiff and other homeowners who were expecting and relying on good faith handling of their claims with State Farm.

26.

State Farm in effect re-wrote its contract of insurance and its claims procedures for "slab" cases where insured premises were damaged or destroyed by wind, but also were contacted, at least in part, by Hurricane Katrina's "storm surge"; and embarked on an intentional course of pre-litigation and post-litigation conduct, fraudulently concealed from the Plaintiff and others, deliberately designed to deny legitimate claims covered under the State Farm Insurance contract and Mississippi law.

27.

The actions of State Farm constitute a deliberate course of company-wide fraudulent post-Hurricane Katrina claims handling practices by which State Farm intentionally undertook to defraud the Plaintiff and other similarly situated State Farm insured homeowners.

28.

Said actions by State Farm constitute fraud, fraudulent claims practices, fraudulent concealment, and fraudulent inducement, as well as bad faith claims handling on an institutional basis in the handling by State Farm of Katrina "slab claims." The actions by State Farm were intended to, and did, result in the intentional and fraudulent denial of the claims of the Plaintiff and others whose homes were completely destroyed by Hurricane Katrina.

29.

There are other actions and omissions that the Defendant and/or Defendant's employees or agents have committed that are so grossly negligent and outrageous that these actions or omissions are believed to be equivalent to willful and/or intentional conduct entitling the Plaintiffs to punitive damages and/or exemplary damages.

The acts and omissions, fraudulent and deceptive practices and procedures, and general tortious conduct of the Defendant, as described in the preceding paragraphs, were, on information and belief, part of a pattern and practice of conduct designed to avoid payment to Mississippi insureds for losses caused by Hurricane Katrina, and in many cases, to attempt to improperly place Defendant's burden to pay for losses caused by Hurricane Katrina on the insureds, and the Federal and State Governments, all to the detriment of its insureds, including but not limited to the Plaintiffs. Through these patterns and practices, Defendant negligently, gross negligently, intentionally, maliciously, and/or with reckless disregard for the rights of its insureds, including but not limited to the Plaintiffs

- a. Delayed and disregarded paying legitimate claims of its insureds, including the Plaintiffs, and converted monies rightfully due its insured (including both premiums paid for hurricane insurance and monies rightfully due for losses caused by Hurricane Katrina), resulting in Defendant earning investment income on said monies, all to the financial benefit of Defendant and the detriment of the Plaintiffs, and similarly situated insureds;
- b. Failed to have competent adjusters, engineers, and claims representative personnel to investigate the claims of the Plaintiffs, and similarly situated insureds, who suffered damages in Hurricane Katrina, resulting in its insureds not being compensated for all damages covered by their contract (s) and/or policy(s) of insurance with Defendant, all to the financial benefit of Defendant and the detriment of the Plaintiffs, and similarly situated insureds;
- c. Failed to acknowledge the true causes of losses resulting from Hurricane Katrina, and/or ignored evidence that showed damages were caused by Hurricane Katrina's devastating winds before any storm surge touched the insureds' properties;

- d. Interpreted its contract(s) and/or policy(s) of insurance in an arbitrary and capricious manner, and contrary to the intent of the policy(s), the representations of its agent(s) , representative(s) and/or employee(s), and Mississippi public policy, in a effort to avoid, defraud, and intentionally withhold coverage for losses caused by Hurricane Katrina;
- e. Failed to resolve ambiguities in its contract(s) and/or policy(s) of insurance in favor of coverage for losses caused by Hurricane Katrina, contrary to law and public policy of the State of Mississippi;
- f. On information and belief, encouraged and/or coerced its own adjusters and/or engineers investigating, examining, and adjusting hurricane damaged properties in Mississippi to ignore evidence of coverage, and to render conclusions designed to avoid coverage for losses caused by Hurricane Katrina;
- g. Failed to treat insureds, the Plaintiffs whose property was ultimately contacted with hurricane driven storm surge, in a manner consistent with the way it treated insureds whose property was not contacted by hurricane driven stormsurge;
- h. Denied coverage based on “water damage” exclusions without sustaining its burden of proving that non-covered losses were actually caused by “water damage”;
- i. Ignored evidence in an effort to perpetuate the Defendants fraud and fraudulent claims practices and procedure that suggested damages and losses were or would have been caused by Hurricane Katrina’s winds long before any “water damage” could have occurred;
- j. Upon information and belief, encouraged and/or coerced its own adjusters, investigators, and/or engineers to investigate, examine, and/or adjust properties that had any contact with hurricane driven storm surge to proceed with their “investigations” armed with a predetermined presumption that most, if not all, the devastation proximately caused by Hurricane Katrina was caused by “flood”; and

k. Other acts and omissions to be shown at trial.

31.

By reason of such acts or omissions of the Defendant herein, Plaintiffs have incurred damages as a direct and proximate result of the Defendant's aforementioned breach of contract, negligence, bad faith, gross negligence, negligent misrepresentation, fraud, fraudulent claims practices, fraudulent concealment, and fraudulent inducement in that Plaintiffs have suffered damages including but not limited to compensatory, contractual, punitive and/or exemplary damages including: severe mental anguish and emotion distress for Plaintiff John M. Roper, Sr., attorney's fees, court costs, costs, pre-judgment interest and post-judgment interest and any other damages allowed by law in an amount to be determined at trial.

WHEREFORE PREMISES CONSIDERED, the Plaintiffs demand judgment of and from the Defendant in an amount to be determined at trial for the damages caused to the Plaintiffs as a result of the attorney's fees, court costs, breach of contract, negligence, bad faith, gross negligence, and negligent misrepresentation by the Defendant including costs of Court as well as pre-judgment and post judgment interest and any other damages allowed by law to be determined at trial.

Respectfully submitted,

VIRGINIA AND JOHN M. ROPER, SR.
PLAINTIFFS

BY: /s/ D. Neil Harris
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DAVID N. HARRIS, JR.
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IN THE CIRCUIT COURT OF JACKSON, COUNTY, MISSISSIPPI

VIRGINIA AND JOHN M. ROPER, SR.

FILED

PLAINTIFFS

VERSUS

JUN 27 2006

CAUSE NO. 2006-02, 184(3)

JOE W. MARTIN, JR. CLERK
BY _____ D.C.

STATE FARM FIRE AND CASUALTY COMPANY
And John and Jane Does A, B, C, D, E, F and G

DEFENDANTS

COMPLAINT
JURY TRIAL REQUESTED

COME NOW the Plaintiffs, Virginia and John M. Roper, Sr., and file this, their Complaint against the Defendant Insurance Company for breach of contract, negligence, gross negligence, bad faith, negligent misrepresentation and other causes of action, and would state as follows to wit:

1. This Court has jurisdiction of the parties and subject matter.
2. The Defendant, State Farm Fire and Casualty Company, is a foreign insurance corporation doing business in the State of Mississippi and can be served with process in the time and manner prescribed by law.
3. Defendants John and Jane Does A; B; C; D; E; F; and G are persons or entities who caused or contributed to the injuries and damages of the Plaintiffs, but whose true identity and/or liability have not been ascertained at this time. All allegations and claims asserted herein against the named Defendants are incorporated herein by reference against John and Jane Does A-G. John and Jane Does A-G may be substituted with fully identified defendants during or after discovery, when their true identities and liability are ascertained.
4. The Plaintiff purchased a homeowners' insurance policy from the Defendant that was in effect on August 29, 2005.
5. On or about August 29, 2005, the Mississippi Gulf Coast was devastated by Hurricane Katrina. As a result, the property of the Plaintiffs, located on Monticilla Circle, Ocean Springs, Mississippi was destroyed by wind.

EXHIBIT A

6. The premium amounts for policies of insurance purchased by the Plaintiffs from the Defendant were paid in full when Hurricane Katrina laid waste to the Mississippi Gulf Coast on August 29, 2005.
7. The Plaintiffs contacted the Defendant through its agents and employees and filed claims for damages as a result of Hurricane Katrina.
8. Defendant had a duty to fully investigate the claims of its insured arising from Hurricane Katrina, including but not limited to the claims of the Plaintiffs. Such duty included, at a minimum, a duty to have competent adjusters, competent engineers, and other competent personnel to perform a detailed inspection of the damages suffered by the Plaintiffs in a timely and professional manner. Defendant also had a duty, implicit within the subject policy of insurance, to treat the Plaintiffs, and each of them, with good faith and fair dealing. Defendant also had a duty to complete its investigation, and pay the claims of the Plaintiffs, within a reasonable time. Defendant negligently, grossly negligently, recklessly and/or maliciously failed to comply with its duty to conduct a fair and impartial investigation of the Plaintiffs' claim, failed to comply with its duty to pay the Plaintiffs' claim within a reasonable time, and failed to comply with its duty to treat the Plaintiffs with good faith and fair dealing. It was foreseeable to Defendant that these acts or omissions would cause the Plaintiffs to not be timely or fully compensated for losses that should be covered by Defendant, failure to comply with its duty of good faith and fair dealing, and failure to pay for covered losses. As a direct and proximate result of Defendant's acts and omissions in this regard, the Plaintiffs suffered the damages discussed throughout this Complaint.
9. The Defendant, through its agents and employees, negligently, grossly negligently, recklessly and/or maliciously delayed the Plaintiffs' claim for an unreasonable amount of time; failing to properly or adequately investigate the Plaintiffs' claim; and making promises to the Plaintiffs that the Plaintiffs' claims would be properly reviewed, but then refusing to pay Plaintiffs' claims. It was foreseeable to Defendant that these acts would cause the Plaintiffs to suffer damages. As a direct and proximate result of Defendants' wrongful conduct in this regard, the Plaintiffs suffered the damages discussed throughout this Complaint.
10. Defendant, by and through its agents and employees, refused to pay the Plaintiffs' claim without any legitimate, arguable or reasonable reason or basis. Defendant negligently, grossly negligently, recklessly and/or intentionally interpreted its insurance policy contrary to the actual terms and conditions of the policy, and contrary to Defendants' representations concerning the policy at the time it offered and sold such policy,

all to the benefit of Defendant and to the detriment of the Plaintiffs. Defendant's acts and omissions in this regard constitute bad faith breach of Defendant's contract of insurance with the Plaintiffs, and bad faith breach of the Defendants' duty to treat the Plaintiffs with good faith and fair dealing, which duty is implied in this and every other insurance contract in the State of Mississippi. As a direct and proximate result of Defendant's bad faith conduct, the Plaintiffs suffered the damages discussed throughout this Complaint, including but not limited to not receiving the benefits of the subject contract of insurance and other damages, all of which were foreseeable by the Defendant.

11. The acts and conduct of Defendant, Defendants' agents and Defendants' employees, discussed herein above, include Defendant's failure to conduct a proper or adequate investigation of Plaintiffs' claims; unreasonably delay of Plaintiffs' claims; improper interpretation and application of the terms and conditions of the subject policy of insurance; failure to acknowledge the cause of Plaintiffs' damages and losses covered by the contract of insurance paid for by the Plaintiffs; and bad faith refusal to pay Plaintiffs' claims, all of which including other acts and omissions are part of a past, present, and continuing pattern and practice of conduct of the Defendant toward the insureds herein who suffered damages and losses as a result of Hurricane Katrina. Through this pattern and practice, Defendant negligently, grossly negligently, recklessly, intentionally and/or maliciously:

(A) Delayed paying legitimate claims of its insureds, the Plaintiffs herein, and converted monies rightfully due its insureds, resulting in earning investment income on said monies, all to the financial benefit of Defendant and the detriment of Plaintiffs, and similarly situated insureds;

(B) Defendant utilizing its superior bargaining power over insureds who had suffered devastating financial and personal losses, resulting in coercing insureds to receive less money than insureds were due under their policy(s) of insurance with the Defendant, all to the financial benefit of Defendant and the detriment of Plaintiffs, and similarly situated insureds;

(C) Failed to have competent adjusters, competent engineers, and other competent personnel investigate the claims of its insureds who suffered damages in Hurricane Katrina, resulting in insureds not being compensated for all damages covered by their insurance policy(s) with Defendant, all to the financial benefit of Defendant and the detriment of Plaintiffs, and similarly situated insureds;

(D) Failed to acknowledge the true cause of damages to the property of its insureds caused by

Hurricane Katrina, resulting in insureds not being compensated for all damages covered by their insurance policy(s) with Defendant, all to the financial benefit of Defendant and the detriment of Plaintiffs, and similarly situated insureds; and

(E) Failed to treat the Plaintiff insureds fairly whose property was destroyed by wind before the end of the Hurricane in a manner consistent with the way it treated other insureds whose property was not contacted with wind all to the financial benefit of Defendant and the detriment of Plaintiffs, and similarly situated insureds.

12. As a result of the Defendant's pattern and practice conduct, discussed in the preceding paragraph and sub-paragraphs, the Plaintiffs suffered the damages discussed throughout this Complaint, including but not personal financial expense and hardship, all of which were foreseeable to the Defendant.

13. Defendant, in its dealings with the Plaintiffs as more fully set forth in the allegations contained within this Complaint, negligently, grossly negligently, recklessly, and/or intentionally inflicted damages on the Plaintiffs. These consequences were foreseeable by the Defendant

14. Defendant committed the tort of outrage by engaging in conduct so outrageous as to shock the conscience of a reasonable person in regard to its actions, omissions, and general conduct toward the Plaintiffs. As a direct and proximate consequence of this outrageous conduct, the Plaintiffs suffered the damages discussed throughout this Complaint, all of which were foreseeable by Defendant.

15. Some or all of the acts and omissions of the Defendant described in the preceding paragraphs were grossly negligent, and/or were attended by circumstances of intentional or fraudulent misrepresentations of material facts, malice, willful and wanton conduct; and/or were committed with gross, reckless, and/or callous disregard for the rights of the Plaintiffs. As such, the Plaintiffs are entitled to an award of punitive damages from and against the Defendants, in an amount sufficient to punish the Defendant for its wrongdoings, and to deter this Defendant, and others similarly situated, from committing similar outrageous acts in the future.

16. As a direct and proximate result of the Defendant's acts and omissions, as set forth in each of the preceding paragraphs, the Plaintiffs have suffered the damages and losses set forth herein, all of which were foreseeable to the Defendants which will be shown at trial. Plaintiffs suffered, and are entitled to be compensated for the following damages:

- (A) The value of Plaintiffs' real and personal property that was destroyed in Hurricane Katrina;
- (B) Any and all benefits payable under the contract of insurance that was issued to the Plaintiffs;
- (C) Any and all damages past, present, and future that were caused by Defendant;
- (D) Punitive Damages;
- (F) Attorneys' fees and litigation costs incurred in having to obtain attorneys, and litigate this matter to recover benefits that should have been paid by Defendant;
- (G) Pre-judgment interest;
- (H) Post-judgment interest;
- (I) Any and all additional damages, in favor of the Plaintiffs, deemed allowable by this Court, including but not limited to any and all costs of Court.

WHEREFORE PREMISES CONSIDERED, Plaintiffs pray that the Complaint be received and filed, and that upon trial by Jury of this cause, judgment be entered against the Defendant for any and all actual and compensatory damages to which Plaintiffs are entitled, together with punitive damages in an amount to be determined by a Jury in the trial of this cause. Plaintiffs further pray that they be awarded pre-judgment interest and post-judgment interest in the amount provided by law; attorneys' fees and costs in this litigation; and any and all additional relief to which they may be entitled.

Respectfully submitted this, the 26 day of June, 2006,

Virginia and John M. Roper, Sr.

BY: _____

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