



AlaFile E-Notice

15-CV-2020-000009.00

To: JAMES BRADFORD PITTMAN, JR. JR.
james@jbplaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA
INSURANCE EXPRESS V. LYNNE ERNEST INSURANCE LLC ET AL
15-CV-2020-000009.00

The following answer was FILED on 7/27/2021 3:49:43 PM

Notice Date: 7/27/2021 3:49:43 PM

CANDACE JENKINS
CIRCUIT COURT CLERK
CHOCTAW COUNTY, ALABAMA
117 SOUTH MULBERRY AVENUE
SUITE 10
BUTLER, AL, 36904

205-459-2155
candace.jenkins@alacourt.gov

**IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA****INSURANCE EXPRESS,****Plaintiff,**

vs.

Case No. CV-20-000009**LYNNE ERNEST INSURANCE, LLC,
LYNNE ERNEST,
CHYNNA ERNEST and,
DEADRA STOKLEY,****Defendants/Counterclaim Plaintiff**

vs.

**INSURANCE EXPRESS, LLC,
WAYNE TAYLOR,
JULIE SINGLEY
And FICTICIOUS DEFENDANTS A-Z, being the
individuals or entities whose misconduct is made
the partial basis of those counterclaims and who
will be added when ascertained.**

AMENDED ANSWER AND COUNTERCLAIMS

COMES NOW undersigned counsel, on behalf of Lynne Ernest Insurance, LLC., Lynne Ernest, Chynna Ernest and Deadra Stokley and amends their Answer to the Plaintiff's Complaint as follows:

Plaintiff's Allegations of Facts

Defendants adopt and re-allege their prior responses as if set forth herein.

- 1.) Admitted.
- 2.) Admitted.
- 3.) Denied.
- 4.) Admitted.

5.) Denied.

6.) Denied.

7.) Denied.

8.) Denied.

9.) Denied.

10.) Denied.

11.) Denied.

12.) Denied.

13.) Denied.

14.) Denied.

15.) Denied.

16.) Denied.

17.) Denied.

18.) Denied.

19.) Denied

20.) Denied.

21.) Denied.

22.) Denied.

23.) Denied.

24.) Denied.

25.) Denied.

26.) Denied.

27.) Denied.

28.) Denied.

29.) Denied.

30.) Denied.

31.) Denied.

32.) Denied.

FIRST CAUSE OF ACTION

REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

33.) Defendants adopt and re-allege their prior responses as if set forth herein.

34.) Denied.

35.) Denied.

36.) Denied.

37.) Denied.

38.) Denied.

39.) Denied.

40.) Denied and denied that Plaintiff is entitled to any of the relief requested.

SECOND CAUSE OF ACTION – BREACH OF CONTRACT

41.) Defendants adopt and re-allege their prior responses as if set forth herein.

42.) Denied.

43.) Denied.

43.) Denied.

44.) Denied.

45.) Denied and denied that Plaintiff is entitled to any of the relief requested

THIRD CAUSE OF ACTION – CONVERSION

46.) Defendants adopt and re-allege their prior responses as if set forth herein.

47.) Denied.

48.) Denied.

49.) Denied and denied that Plaintiff is entitled to any of the relief requested

FOURTH CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH BUSINESS RELATIONS

50.) Defendants adopt and re-allege their prior responses as if set forth herein.

51.) Denied.

52.) Denied.

53.) Denied.

54.) Denied and denied that Plaintiff is entitled to any of the relief requested

FIFTH CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY OF CONFIDENTIALITY AND LOYALTY

55.) Defendants adopt and re-allege their prior responses as if set forth herein.

56.) Denied.

57.) Denied and denied that Plaintiff is entitled to any of the relief requested

SEVENTH CAUSE OF ACTION

CIVIL CONSPIRACY TO CONVERT INSURANCE EXPRESS ASSETS

- 1.)¹ Defendants adopt and re-allege their prior responses as if set forth herein.
- 2.) Denied.
- 3.) Denied.
- 4.) Denied and denied that Plaintiff is entitled to any of the relief requested.

GENERAL DENIAL

Defendants deny generally each and every allegation and claim for relief asserted by Plaintiff which is not specifically admitted above.

AFFIRMATIVE DEFENSES

Plaintiff is precluded from recovery based on the affirmative defenses set forth in Alabama Rule of Civil Procedure 8.

Plaintiff is precluded from recovery due to Alabama being an at will employment State, and the Defendants having no employment agreement or non-competition agreement with Plaintiff.

To the extent that Plaintiff's Complaint demands punitive damages and such damages might or could be awarded against this Defendant in this action, the award of punitive damages under Alabama Law and procedure violates the 4th, 5th, 6th, 8th, and 14th Amendments of the Constitution of the United States and § 1, 6, 10, 13, 15, and 22 of Article I of the Alabama Constitution of 1901, on the following separate and several grounds:

¹ The allegations in Plaintiff's Seventh Cause of Action are numbered 1 – 4 and did not continue the numbering sequence from the previous cause of action are therefore numbered 1 – 4 herein for consistency.

- (a) The standard governing when punitive damages may be awarded against a defendant in a civil action in Alabama violates the Due Process Clause of the 14th Amendment of the United States Constitution and Article I of the Alabama Constitution;
- (b) The award of punitive damages under the law of Alabama in a civil action violates the 14th Amendment of the United States Constitution and violates the provisions of Article I of the Constitution of the State of Alabama;
- (c) The award of punitive damages under Alabama law against a civil defendant, without providing to that defendant all of the protections guaranteed to a person accused of a crime, violates the Due Process Clause of the 14th Amendment and the requirements of the 5th and 6th Amendments of the Constitution of the United States;
- (d) The award of punitive damages under Alabama law against a defendant for the wrongdoing of another person violates the Due Process Clause of the 14th Amendment of the Constitution of the United States;
- (e) The award of punitive damages against a principal for the misconduct of an agent violates the due process clause of the 14th Amendment and constitutes cruel and unusual punishment in violation of the 8th Amendment of the United States Constitution;
- (f) The award of punitive damages in Alabama under any standard of proof less stringent than "beyond a reasonable doubt" violates both the Due Process Clause of the 14th Amendment and the prohibition against cruel and unusual punishment in the 8th Amendment of the Constitution of the United States;

- (g) The Alabama standards defining wanton conduct are impermissibly vague and the award of punitive damages based upon a claim of wantonness under Alabama law violates the Due Process Clause of the 14th Amendment of the United States Constitution and violates the provisions of Article I of the Constitution of the State of Alabama;
- (h) The award of punitive damages under Alabama law violates the Excessive Fines Clause of the 8th Amendment to the United States Constitution and the Excessive Fines Clause of the Alabama Constitution;
- (i) The award of punitive damages as claimed by Plaintiffs would violate the Defendant's rights to substantive and procedural due process of law;
- (j) The award of punitive damages based upon the evil intent of another, who was acting in an unauthorized or unratified manner, violates the Due Process Clause of the 14th Amendment and the Equal Protection Clause of the same Amendment;
- (k) The procedures currently followed in Alabama fail to provide the means for awarding separate judgments against joint tort feasons;
- (l) The current procedures under Alabama law permit the multiple awards of punitive damages for the same alleged act;
- (m) Alabama law allows the award and imposition of punitive damages without requiring proof beyond a reasonable doubt that the Defendant intended to cause the Plaintiff's injuries;
- (n) The procedures and standards in Alabama do not adequately direct and limit the jury's discretion in awarding punitive damages in a civil action;

- (o) The procedures and standards in Alabama do not adequately direct and limit the trial Court's discretion in reviewing the award and amount of punitive damages in a civil action;
- (p) Alabama law does not provide a clear and consistent appellate standard of review of an award of punitive damages; and the review of punitive awards by the Alabama Supreme Court does not remedy the defects in the award of punitive damages under Alabama law and does not protect civil defendants from arbitrary, unreasonable, and standardless punitive awards;
- (q) The procedures allowed and authorized under Alabama law permit the admission of evidence relative to the amount of punitive damages in the same proceeding during which liability and compensatory damages are determined, without a bifurcation of the trial into a separate liability phase and a punitive damage phase, and this practice deprives defendants of procedural and substantive due process of law under the Due Process Clause of the 14th Amendment of the United States Constitution;
- (r) The existing Alabama practice which allows the award of punitive damages against multiple defendants without apportionment of said damages based upon the culpability of each defendant deprives the defendant of equal protection of the law guaranteed under the 14th Amendment of the United States Constitution and deprives the defendant of due process of the law guaranteed under the same Amendment of the United States Constitution.

COUNTERCLAIMS

COMES NOW Defendants/Counterclaimants Lynne Ernest Agency, LLC, Lynne Ernest, Deadra Stokley, and Chynna Ernest and assert Counterclaims as follows against Insurance Express,

LLC, Wayne Taylor, Julie Singley, and fictitious defendants A-Z, being the individuals or entities whose misconduct is made the partial basis of these counterclaims and who will be added as counterclaim defendants when ascertained.

1. Plaintiff Insurance Express is either a sole proprietorship comprised in whole or in part by Wayne Taylor and Julie Singley, or alternatively is Insurance Express, LLC and misidentified as Insurance Express, a sole proprietorship.

2. Insurance Express, LLC is an Alabama limited liability company with its principle place of business in Choctaw County, Alabama.

3. Counterclaim Defendant Wayne Taylor is an adult resident of Choctaw County, Alabama.

4. Counterclaim Defendant Julie Singley is an adult resident of Choctaw County, Alabama.

5. Fictitious Individuals A-Z are the individuals or entities whose misconduct is made the partial basis of these counterclaims, and who will be added as counterclaim defendants when ascertained.

6. Counterclaim Plaintiff Lynne Ernest went to work for Insurance Express, Inc. in 2002 which was then owned by Wayne Taylor and Sharon Owens. At that time, Insurance Express, Inc. was a struggling insurance agency. Taylor and Owens became involved in a business dispute and in effort to deprive Owens of her ownership in that entity, Taylor dissolved Insurance Express, Inc., and formed counterclaim defendant Insurance Express, LLC. At no time did Ernest enter into any written

employment agreement, a non-compete agreement or confidentiality agreement with Taylor, Insurance Express, Inc., or Insurance Express, LLC.

7. Counterclaim Plaintiff Chynna Ernest has never been employed by Insurance Express, LLC other than on a part time basis in college, when she helped with filing and other office tasks for the company. Chynna Ernest has had no involvement with Insurance Express, LLC since 2017. At no time did Chynna Ernest enter into an employment agreement, a non-compete agreement or confidentiality agreement with Taylor, Insurance Express, Inc., or Insurance Express, LLC.

8. Counterclaim Plaintiff Deadra Stokley became employed with Insurance Express, LLC in 2012. At no time did Deadra Stokley enter into an employment agreement, a non-compete agreement or confidentiality agreement with Taylor, Insurance Express, Inc., or Insurance Express, LLC.

9. Upon her employment with Insurance Express, LLC, Lynne Ernest began assisting with the accounting of the agency, as directed by Taylor. Within the period of one year, the business began to grow at a rapid rate. Eventually, Ernest was generating 90% of new commercial business, which brought in additional personal business. Ernest was assigned the task of the daily management of the agency and overseeing all employees, under the direction and supervision of Taylor. Meanwhile, Taylor became less and less involved with the daily affairs of the company. From counterclaim Plaintiff Ernest's arrival at Insurance Express, LLC, Taylor became an absentee owner who rarely did any actual work for the company. Taylor systematically subjected Counterclaim Plaintiffs to unwanted sexual harassment, physical and verbal assaults, improper and unwanted

sexual gestures, as well as making them listen to computer pornography emanating from Taylor's office computer when he was occasionally in the office.

10. Starting in approximately 2005, Taylor began representing to Lynne Ernest that she was a 10% owner of Insurance Express, LLC and as the agency grew a larger percentage would be given to Ernest. It was represented by Taylor that Ernest ultimately owned 50% and would have the opportunity to purchase the balance from Taylor upon his retirement. Taylor represented to third parties that she was an owner of the agency even though Ernest's purported ownership interest was not documented by Taylor with the Alabama Secretary of State or Choctaw County Probate Court.

11. Not only was Ernest the primary producer of new business at Insurance Express, LLC, she was tasked with all aspects of the management of the company by Taylor. Taylor instructed Ernest to pay herself a salary slightly less than his own and that she should pay for various personal expenses from the business just as Taylor had always done and continued to do as an additional form of compensation. Over the course of her employment, Ernest repeatedly advised Taylor of her concern that it was improper to pay for personal expenses of Taylor and her own out of the business, but Taylor repeatedly insisted that personal items be paid from the company, presumably as a way to improperly claim those items as business expenses on Taylor's and the company's tax returns, in order for Taylor to receive refunds from the IRS and the Department of Revenue.

12. Throughout the course of her employment Taylor instructed Ernest to improperly divert company funds and customer premiums to local banking institutions for the purchase of certificates of deposit, which Taylor used as a collateral for the purchase of personal items. Taylor, through Insurance Expenses, LLC, insisted customer premiums and commissions be kept in the

company Trust account which was not disclosed to the company accountant, and in turn was not disclosed to the IRS or claimed as business income.

13. Throughout the course of her employment, Lynne Ernest repeatedly warned Taylor about these accounting practices. Ultimately Ernest advised the company accountant of these improper practices and when the accountant advised Taylor he could no longer claim personal items as business expenses, and that he must disclose all income received by the agency, Taylor fired that accountant and hired another.

14. In 2015, when Ernest began dating someone, Taylor's inappropriate behavior towards Ernest intensified. As a result of Taylor's and Insurance Express's hostile practices and work environment and inappropriate accounting practices, Ernest formed Lynne Ernest Insurance, LLC, in Marengo County Alabama. At that time, Chynna Ernest was in college, and Lynne Ernest had the LLC documents set up for Chynna to own 25% of the Lynne Ernest Agency. This was done without Chynna's knowledge. At that time, Chynna Ernest was a full time student and did no work for Ernest or the Lynne Ernest Agency.

15. Lynne Ernest, through Lynne Ernest Insurance, LLC, ultimately acquired a book of business from an agency in Foley, Alabama, though counterclaim Plaintiffs continue to reside in Choctaw or Marengo County Alabama. Stokley subsequently tendered her resignation from Insurance Express and became employed by the Lynne Ernest Agency. Former Defendant Pruitt subsequently contacted Deadra Stokley around March 23, 2020 requesting employment with the Lynne Ernest Agency and in conjunction with going to work for Lynne Ernest Insurance similarly

resigned from Insurance Express, LLC. Pruitt has since left the employment of LEI to pursue a career in the telecommunications field.

16. As would be expected, considering they came to Insurance Express, LLC through Ernest, almost all of the customers which Lynne Ernest had generated over the years indicated their desire to transfer their policies over to the Lynne Ernest Agency.

17. In conjunction with Ernest, Stokley and Pruitt's departure from Insurance Express, LLC, and employment with the Lynne Ernest Insurance, LLC, Taylor, and one remaining employee, Julie Singley systematically began defaming counterclaim Plaintiffs and filed false and unsubstantiated complaints with the Alabama Department of Insurance, Choctaw County District Attorney, and Gilberttown police department. As it relates to the Gilberttown police complaint, on information and belief the subject matter of Taylor's theft complaint is that Ernest had in her possession notepads, which had been purchased by Insurance Express, LLC, on which she kept her personal notes over the course of her many years of employment with Insurance Express, LLC. On information and belief another purported basis of that complaint was Ernest's payment of items, such as medication, out of the company account, which were charged by Ernest to Taylor's personal account at the local drug store, at the express direction of Taylor as additional compensation to Ernest.

18. Taylor, Singley, and Insurance Express, LLC, have threatened numerous customers/insureds who were considering moving their business to Lynne Ernest Insurance, LLC, or had already signed paperwork with Lynne Ernest Insurance, LLC to move their business, that if they did so they would be charged with a crime or be sued by Taylor and Insurance Express, LLC

because they did not have the right to move their business. They were also misinformed that if they moved their business to the Lynne Ernest Agency they would not have insurance because LEI was going to be shut down by law enforcement.

19. Taylor and Singley committed the tort of defamation per se by advising third parties that counterclaim Plaintiffs were in the process of being arrested, indicted, and losing their insurance license. As a result of Taylor and Singley's defamatory conduct, customers of Insurance Express, LLC who wished to move their business with their long time agent, Lynne Ernest, either did not do so, or moved their business back to Insurance Express, LLC because of the untruths and threats made to them by Taylor and Singley.

20. After her graduation from college, Counterclaim Plaintiff Chynna Ernest went to work for Genesee General in Alpharetta, Georgia in August, 2018. The original plan had been for Chynna Ernest to begin work in June, 2018 at Insurance Express. Lynne Ernest had mentioned this to Julie Singley and emailed Taylor regarding the same. On what would have been Chynna Ernest's first day, Taylor sent an email indicating he did not like the idea. As a result, Chynna Ernest did not join the staff at Insurance Express. After Lynne Ernest left Insurance Express, Taylor and Singley made verbal and written defamatory communications about Chynna Ernest in an effort to interfere with her business relationship with her employer. As a result of that misconduct by Taylor and Singley, Chynna Ernest was forced to resign her position from Genessee, and ultimately became employed with Lynne Ernest Insurance, LLC. But for the defamatory communications to her employer, Chynna Ernest would have remained employed at Genessee.

FIRST COUNTERCLAIM:

DECLARATORY JUDGMENT

21. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

22. As averred, Taylor, both individually and on behalf of Insurance Express, made assurances to Lynne Ernest and third parties that she owned as little as 10% of Insurance Express, and as much as 50%, and further communicated that he had executed estate planning documents conveying additional percentages to Ernest and had executed company documents transferring those interests to Lynne Ernest.

23. Taylor has failed to pay Lynne Ernest any earnings based on her ownership interest in Insurance Express.

WHEREFORE, premises considered, upon consideration of the pleadings, and evidence to be presented to the finder of fact, Ernest respectfully requests a Declaratory Judgment determining what, percentage ownership in Insurance Express that she owns along with what distribution of assets or cash on hand, held in the company trust account or operating account, that she is entitled to, and any other relief which the Court deems proper.

SECOND COUNTERCLAIM:**BUSINESS INJUNCTION**

24. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

25. Because Taylor and Insurance Express have failed to pay Lynne Ernest any earnings based on her ownership interest in Insurance Express, Taylor and Insurance Express should be

enjoined from dissolving, encumbering or transferring any ownership interest in Insurance Express until such time that court determines what, if any ownership interest in that agency is owned by Lynne Ernest.

WHEREFORE, premises considered, upon consideration of the pleadings, and evidence to be presented to the finder of fact, Ernest respectfully requests that the Court enjoin Wayne Taylor and Insurance Express from dissolving, encumbering or transferring any ownership interest in Insurance Express until such time that Court determines what, ownership interest in that agency is owned by Lynne Ernest.

THIRD COUNTERCLAIM:

APPOINTMENT OF RECEIVER/ADMINISTRATOR

26. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

27. Based on the foregoing, it is clear that Taylor and Insurance Express, LLC are making improper use of client funds, segregating monies which are not disclosed as required under state and federal law, or otherwise misusing the company structure in a way detrimental to the customers of Insurance Express, and Ernest.

28. These actions warrant the dissolution of Insurance Express, LLC and winding up of its affairs, which includes the sale of the LLC's property with proceeds to be divided equally by the parties.

29. §10A-5A-7.03 authorizes the Circuit Court for the county in which the limited liability company's principal place of business within this state is located to order judicial

supervision of the winding up of a dissolved limited liability company, including the appointment of a person to wind up Insurance Express, LLC activities and affairs.

30. Therefore, as this Court has jurisdiction to order judicial supervision of the winding up of the LLC, the Defendant/Counterclaim Plaintiff Lynn Ernest requests that a supervisor be appointed to wind up the LLC's affairs.

WHEREFORE, premises considered, pursuant to §10A-5A-7.03 the Court has the discretion to appoint a receiver/administrator, to marshal the assets of Insurance Express, LLC and oversee all accounting aspects of receipts, disbursements, remittances of insurance premiums and proper administration of the business structure as required by Alabama law, and the Counterclaim Defendants respectfully request that the Court do so.

FOURTH COUNTERCLAIM:

HOSTILE WORK ENVIRONMENT/SEXUAL HARRASSMENT

31. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

32. Taylor's misconduct as averred constitutes the tort of hostile work environment and sexual harassment for which the Counterclaimants have been damaged.

WHEREFORE, premises considered, Counterclaimants respectfully requests compensatory and punitive damages, interest, costs, attorney's fees, and any other relief which the trier of fact deems appropriate.

FIFTH COUNTERCLAIM:

ASSAULT AND BATTERY

33. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

34. The misconduct, physical, emotional, verbal, and physical abuse by Taylor constitute Assault and Battery. Alabama law provides a civil remedy for misconduct that would otherwise be criminal, which has been conducted by Taylor.

WHEREFORE, premises considered, counterclaimants Lynne Ernest and Deadra Stokley respectfully request compensatory and punitive damages, interests costs, attorney's fees, and any other relief which the Court deems appropriate.

SIXTH COUNTERCLAIM:

PRELIMINARY AND PERMANENT INJUNCTION

35. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

36. As set out above, Taylor and Singley have systematically knowingly made defamatory comments and knowingly issued defamatory writings against the Lynne Ernest Agency, Lynne Ernest, Deadra Stokley, and Chynna Ernest for which they are presumed damaged. Irreparable injury has been caused, and will continue to be caused so long as Taylor, Singley, and Insurance Express are allowed to make verbal and written untruthful communications to third parties against Lynne Ernest, Deadra Stokley, Chynna Ernest, and the Lynne Ernest Agency.

37. Counterclaimants are being, and will continue to be, irreparably harmed by virtue of those communications, are unable to be made whole through the payment of money damages, and

have a substantial likelihood of success on the merits due to those improper third party communications.

WHEREFORE, premises considered, Counterclaimants request the Court enter a preliminary and permanent injunction enjoining Taylor, Singley, and Insurance Express from making any communication whatsoever to any third party with regard to Lynne Ernest, Deadra Stokley, Chynna Ernest, and the Lynne Ernest Agency, LLC.

SEVENTH COUNTERCLAIM:

DEFAMATION

38. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

39. The above instances of untrue communications to third parties regarding Lynne Ernest, Deadra Stokley, Chynna Ernest, and the Lynne Ernest Agency, LLC have, and will continue to have substantially negative effects on their reputation, employment and income, which has substantially damaged Counterclaimants.

WHEREFORE, premises considered, Counterclaimants respectfully request judgment against Counterclaim Defendants for compensatory and punitive damages, interests costs, attorney's fees, and any other relief which the Court deems proper.

EIGHTH COUNTERCLAIM:

TORTIOUS INTERFERENCE WITH A CONTRACTUAL OR EMPLOYMENT

RELATIONSHIP

40. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

41. The above described misconduct on the part of Taylor, Singley, and Insurance Express constitutes the tort of interference with the former employment relationships of Chynna Ernest, and the contractual and business relationships between the Lynne Ernest Agency, LLC, Lynne Ernest, Deadra Stokley, and Chynna Ernest, with their prospective customers to the substantial detriment of Chynna Ernest, Lynne Ernest, Deadra Stokley and the Lynne Ernest Insurance Agency, LLC.

WHEREFORE, premises considered, Counterclaimants respectfully request compensatory and punitive damages, interests costs, attorney's fees, and any other relief which the Court deems proper.

NINTH COUNTERCLAIM:

CONVERSION, MISUSE OF COMPANY ASSETS

42. Defendants/Counterclaim Plaintiffs adopt and incorporate the previous averments as if fully set forth herein.

43. Taylor, with the assistance of Singley and Insurance Express, have diverted client premiums and company commissions for the use of Taylor's separate and personal investment and business ventures, to the detriment of customers, underwriters, and the business of Insurance Express, LLC, which Lynne Ernest seeks determination regarding what ownership interest she has in that entity.

WHEREFORE, premises considered, Lynne Ernest seeks compensatory and punitive damages, interest, costs, attorney's fees, and any other relief which the Court deems proper for the conversion and improper usage of company assets for Taylor's personal matters.

Respectfully Submitted,

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)
JON C. ARCHER II (ARC009)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.
P.O. Box 2525
Daphne, AL 36526
Telephone: (251)626-7704
Fax: (251)626-8202
james@jbplaw.com
jarcher@jpblaw.com

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 27th day of July, 2021 served a copy of the foregoing via AlaFile to all parties or record, including: James Coleman, Esq.

/s/ James B. Pittman, Jr. _____
JAMES B. PITTMAN, JR. (PIT026)

Please Serve by Sheriff:

Insurance Express, LLC
12731 HWY 17
GILBERTOWN, AL 36908

Wayne Taylor
12731 HWY 17
Gilbertown, AL 36908

Julie Singley
12731 HWY 17
Gilbertown, AL 36908

**IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA****INSURANCE EXPRESS,****Plaintiff,**

vs.

Case No. CV-20-000009**LYNNE ERNEST INSURANCE, LLC,
LYNNE ERNEST,
CHYNNA ERNEST, and
DEADRA STOKLEY,****Defendants/Counterclaim Plaintiff**

vs.

**INSURANCE EXPRESS, LLC,
WAYNE TAYLOR,
JULIE SINGLEY
And FICTICIOUS DEFENDANTS A-Z, being
the individuals or entities whose misconduct is
made the partial basis of those counterclaims
and who will be added when ascertained.**

NOTICE OF DEPOSITION DUCES TECUM

TO: Insurance Express, LLC
c/o Wayne Taylor, registered agent
12731 Hwy 17
Gibertown, AL 36908

**DEPONENT: 30(b)(5) & (6) Representative of Insurance Express, LLC aka
Insurance Express most familiar with the claims made the
basis of Insurance Express's claims against the above named
Defendants.**

DATE: TBD

TIME: 9:00 a.m.

**LOCATION: Law Offices of James B. Pittman, Jr., P.C.
2206 Main Street
Daphne, AL 36526
(251) 626-7704**

COURT REPORTER: **TBD**

Please take notice that James B. Pittman, Jr., P.C., attorney for the Defendants, Lynne Ernest Insurance, LLC, Lynne Ernest, Chynna Ernest and Deadra Stokely, will take the deposition of the deponent named above, at the date, time and location set out above, upon oral examination pursuant to the Alabama Rules of Civil Procedure, before an officer authorized to take depositions and swear witnesses in said county and state. The oral examination will continue from day to day until completed and you are invited to attend and cross-examine.

The aforesaid deposition or depositions will be taken before and an officer duly authorized to swear witnesses and take depositions, will continue from day to day until completed, and you are invited to attend the examination of the deponent or deponents.

DUCES TECUM

Defendant requests that, at the time and place of the taking of said deposition, the Deponent produce for inspection and copying the following:

1. Please produce all documents, materials, and things, including reports, opinions, curricula vitae, and any other materials submitted to or received from each person whom you expect to call as an expert witness at trial, in person or by deposition.
2. Please produce all documents, materials, or things relied upon or referred to in your responses to the Interrogatories, Requests for Production, and Requests for Admissions.
3. Please produce any and all exhibits that you intend to introduce at the trial of this matter.

Done this 27th day of July, 2021.

Respectfully submitted,
s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.
2206 Main Street
Post Office Box 2525

Daphne, AL 36526
Tel: (251) 626-7704
Fax: (251) 626-8202
Email: james@jbplaw.com

CERTIFICATE OF SERVICE

I certify that I have on this 27th day of July, 2021, served a copy of the foregoing by Electronic Notification, Facsimile and/or U.S. Mail postage prepaid and properly addressed to all parties of record.

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

To be served with Complaint upon:
Insurance Express, LLC
c/o Wayne Taylor, registered agent
12731 Hwy 17
Gibertown, AL 36908

**IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA****INSURANCE EXPRESS,****Plaintiff,**

vs.

**LYNNE ERNEST INSURANCE, LLC,
LYNNE ERNEST,
CHYNNA ERNEST, and
DEADRA STOKLEY,****Defendants/Counterclaim Plaintiff**

vs.

**INSURANCE EXPRESS, LLC,
WAYNE TAYLOR,
JULIE SINGLEY
And FICTICIOUS DEFENDANTS A-Z, being
the individuals or entities whose misconduct is
made the partial basis of those counterclaims
and who will be added when ascertained.****Case No. CV-20-000009**

NOTICE OF DEPOSITION

**TO: Julie Singley
12729 Highway 17
Gilbertown, AL 36908**

DEPONENT: Julie Singley

DATE: TBD

TIME: 9:00 a. m.

LOCATION: TBD

Please take notice that James B. Pittman, Jr., P.C., attorney for Defendants Lynne Ernest Insurance, LLC, Lynne Ernest, Chynna Ernest and Deadra Stokely, will take the deposition of the deponent named above at the time, date and location indicated above, upon oral examination

pursuant to the Alabama Rules of Civil Procedure before an officer duly authorized to administer oaths and swear witnesses. The oral examination will continue from day to day until completed and you are invited to attend and examine the deponent.

DUCES TECUM

The witness is requested to bring the **original** of the following documents to said deposition, pursuant to the Alabama Rules of Civil Procedure:

1. All documents you have reviewed in preparation for your deposition this case.
2. All Documents identified in any response to Defendant's First Set of Interrogatories Directed to you.

Done this 27th day of July, 2021.

Respectfully submitted,
s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.
2206 Main Street
Post Office Box 2525
Daphne, AL 36526
Tel: (251) 626-7704
Fax: (251) 626-8202
Email: james@jbplaw.com

CERTIFICATE OF SERVICE

I certify that I have on this 27th day of July, 2021, served a copy of the foregoing by Electronic Notification, Facsimile and/or U.S. Mail postage prepaid and properly addressed to all parties of record.

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

To be served with Complaint upon:

Julie Singley
12729 Highway 17
Gilbertown, AL 36908

**IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA****INSURANCE EXPRESS,****Plaintiff,**

vs.

**LYNNE ERNEST INSURANCE, LLC,
LYNNE ERNEST,
CHYNNA ERNEST, and
DEADRA STOKLEY,****Defendants/Counterclaim Plaintiff**

vs.

**INSURANCE EXPRESS, LLC,
WAYNE TAYLOR,
JULIE SINGLEY
And FICTICIOUS DEFENDANTS A-Z, being
the individuals or entities whose misconduct is
made the partial basis of those counterclaims
and who will be added when ascertained.****Case No. CV-20-000009**

NOTICE OF DEPOSITION

**TO: Wayne Taylor
12729 Highway 17
Gilbertown, AL 36908**

DEPONENT: Wayne Taylor

DATE: TBD

TIME: 9:00 a. m.

LOCATION: TBD

Please take notice that James B. Pittman, Jr., P.C., attorney for Defendants Lynne Ernest Insurance, LLC, Lynne Ernest, Chynna Ernest and Deadra Stokely, will take the deposition of the deponent named above at the time, date and location indicated above, upon oral examination

pursuant to the Alabama Rules of Civil Procedure before an officer duly authorized to administer oaths and swear witnesses. The oral examination will continue from day to day until completed and you are invited to attend and examine the deponent.

DUCES TECUM

The witness is requested to bring the **original** of the following documents to said deposition, pursuant to the Alabama Rules of Civil Procedure:

1. All documents you have reviewed in preparation for your deposition this case.
2. All Documents identified in any response to Defendant's First Set of Interrogatories Directed to you.

Done this 27th day of July, 2021.

Respectfully submitted,
s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.
2206 Main Street
Post Office Box 2525
Daphne, AL 36526
Tel: (251) 626-7704
Fax: (251) 626-8202
Email: james@jbplaw.com

CERTIFICATE OF SERVICE

I certify that I have on this 23rd day of October, 2020, served a copy of the foregoing by Electronic Notification, Facsimile and/or U.S. Mail postage prepaid and properly addressed to all parties of record.

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

To be served with Complaint upon:

Wayne Taylor
12729 Highway 17
Gilbertown, AL 36908



IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA

INSURANCE EXPRESS,

Plaintiff,

vs.

**LYNNE ERNEST INSURANCE, LLC,
 LYNNE ERNEST,
 CHYNNA ERNEST and,
 DEADRA STOKLEY,**

Defendants/Counterclaim Plaintiff

vs.

**INSURANCE EXPRESS, LLC,
 WAYNE TAYLOR,
 JULIE SINGLEY
 And FICTICIOUS DEFENDANTS A-Z, being
 the individuals or entities whose misconduct is
 made the partial basis of those counterclaims
 and who will be added when ascertained.**

Case No. CV-20-000009

**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
 INSURANCE EXPRESS, LLC**

COMES NOW, Defendants/Counterclaim Plaintiffs Lynne Ernest Insurance, LLC, Lynne Ernest, Chynna Ernest, and Deadra Stokley pursuant to Rules 33, 34 and 36 of the *Alabama Rules of Civil Procedure*, and propounds the following First Set of Interrogatories and Requests for Production of Documents to **Plaintiff Insurance Express, LLC**, to be answered and responded to fully and completely by each individual within the time required by law:

You are reminded that under the provisions of Rule 26 you are under a duty to seasonably supplement your response with respect to any question directly addressed to: (a) the identity and location of persons having knowledge of discoverable matters; and (b) the identity of each

person expected to be called as an expert witness at trial, the subject matter on which he is expected to testify and the substance of his testimony.

You are under a duty to seasonably amend a prior response if you obtain information upon the basis of which (a) you knew that the response was incorrect when made; (b) you know that the response, though correct when made is no longer true, and the circumstances are such that a failure to amend the response is, in substance, a knowing concealment or (c) circumstances change which make that response no longer correct.

Any such supplemental response is to be filed and served upon counsel of record for the Defendant within thirty (30) days after receipt of such information.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these interrogatories:

1. “You” and “Your” shall mean the **Plaintiff Insurance Express aka Insurance Express, LLC** and its agents, and/or representatives, and all other persons acting on his behalf.
2. “Person” shall mean any individual, partnership, firm, association, corporation or other business, government or legal entity.
3. “Document” shall mean any written, recorded, transcribed, punched, taped, filmed, electronic and/or graphic matter of any kind or description, however produced or reproduced.
4. “Copy” means all copies of any document which are not identical in every respect with the documents being produced.

5. “Relating to” or “Related to” includes pertaining to, referring to or having as its subject matter, directly or indirectly, expressly, or impliedly, the subject matter of the specific interrogatory.

6. “Date” means the most precise date known to be accurate. If an exact day, month, or year is not known, a range of days, months or years should be supplied.

7. “Expert Witness” means a person having specialized knowledge in any kind of academic, professional or occupational endeavor, who has been retained by you to testify at trial regarding any opinion or conclusion based upon his or her specialized knowledge, regarding any fact, matter or individual involved in this action.

8. “Computer database(s)” shall include any information or document that may be obtained by electronic or computer means including, but not limited to hard drives, disk(s), diskettes, tape cartridges, fax machines, telephone systems, tape(s), magnetic tapes, imaging, CD-Rom, software, electronic mail, directories, files, databases, or data compilations.

9. “Petition” means the Petition for Condemnation filed in this action at Probate Case No. 36457 and any supplements or amendments thereto.

10. A request to “identify” a person shall be construed as a request for the name, the office or business and residence addresses, telephone number(s) of such person, job, title, and job description.

11. A request to “identify” a document shall be construed as a request to state the document's date, its author, the type of document and a brief summary of its contents. If such information is not available to Defendant, state any other available means of identifying such document. If any such document was, but no longer is, in Defendant’s control, describe it as set forth herein and state what disposition was made of it and the date of such disposition.

INTERROGATORIES

1. Please identify by name, address, and phone number all persons known by you to have knowledge of facts which relate to the facts, allegations, claims or issues involved in this lawsuit.

A. For each person listed above, state briefly the facts of which such person has knowledge;

B. For each person listed above, state whether this person has rendered oral, recorded, written or any type of reports or statements, and if so, identify all such documents; and

C. If this person has given oral, recorded, written on any other type of reports or statements, please state

1. The date, time, place and person to whom made;

2. The substance of the reports or statements; and

3. The employer or the person or persons taking the reports and/or statements.

RESPONSE:

2. Please state the name and address of each person that you may or will call as a witness at the trial of this matter, and further, please state the substance of each person's expected testimony.

RESPONSE

3. Please list each and every item that you may or will use as an Exhibit at the trial of this matter.

RESPONSE:

4. Please state the name, address, and telephone number of each expert consulted in this matter, whether you plan to call him/her as a witness at trial, or not. Also include in your response a summary of each consulted expert's expected testimony, his/her education and/or qualifications, and his/her present employer.

RESPONSE:

5. For each Expert Witness named in your answer to Interrogatory No. 4, state the date on which this expert was first employed or consulted by you or your attorney(s), the subject matter on which this expert was consulted, mental impressions and opinions held by each expert formed or made in connection with this case, the facts known to each expert that relate to or form the basis of the expert's mental impressions and opinions held by the expert in connection with this case, and the summary for the grounds for each opinion.

RESPONSE:

6. Please list all cell phone numbers and land line phone numbers owned or used by Insurance Express from 2005 until present day.

RESPONSE:

7. Please list all email addresses used by Insurance Express since 2005 until present day, whether for business or personal use.

RESPONSE:

8. Please state in detail the terms of the contract you claim exists between you and Defendants.

RESPONSE:

9. Please state in detail the consideration that was received or given for the contract you claim exists between you and Defendants.

RESPONSE:

10. Please list all members of Insurance Express, LLC, past or present.

RESPONSE:

11. Please list all members of Insurance Express, Inc., past or present.

RESPONSE:

12. Please list all banks that Insurance Express, LLC has accounts, whether presently or since 2005.

RESPONSE:

13. Please list the names of all accountants or accounting firms that have performed accounting services to Insurance Express.

RESPONSE:

REQUESTS FOR ADMISSIONS

1. Admit that Insurance Express, LLC has no written contracts with any Defendants.

RESPONSE:

2. Admit that Insurance Express LLC has no written non-competition agreements with any Defendants.

RESPONSE:

3. Admit that Insurance Express LLC has no written confidentiality agreements with any Defendants

RESPONSE:**REQUESTS FOR PRODUCTION**

1. Please produce your entire file on this matter.
2. Please produce each and every item that you may or will use as an exhibit at the trial of this matter.
3. Please produce all documents, correspondence, materials, and things, including reports, opinions, curricula vitae, and any other materials submitted to or received from each person whom you expect to call as an expert witness at trial in person or by deposition.
4. Please produce all photographs, charts, diagrams, videotapes or other depictions of any person, place or thing involved in this lawsuit.
5. Please produce all documents, materials or things relied upon you, or in any pleading or filing in this case, including answering these interrogatories.
6. Please produce all emails between Wayne Taylor and any of the Defendants named in this lawsuit from 2005 until present day.
7. Please produce all emails between Wayne Taylor and Julie Singley from 2015 until present day.
8. Please produce copies of all text messages between Wayne Taylor and any of the Defendants named in this lawsuit from 2005 until present day.
9. Please produce copies of all banking records for Insurance Express, LLC including the operating account and any and all trust accounts from 2005 until present day.
10. Please produce copies of all credit card statements for Insurance Express from 2005 until present day.

11. Please produce copies of all telephone bills for all Insurance Express, LLC telephone lines from August 1, 2019 to the present.

12. Please produce a list of Insurance Express clients you claim were “contacted” by Defendants “in order to interfere with those relations, and to secure or receive the business of such clients.”

13. Please produce a list of Insurance Express clients you claim Defendants “chose to divert” from Insurance Express.

14. Please produce a detailed list of the funds or amounts you claim Lynne Ernest paid “out of Insurance Express’ trust account to insurers on behalf of herself, her husband, her other business interest and her daughter.”

15. Please produce copies of all tax returns for Insurance Express, LLC from 2005 to present day.

16. Produce copies of all Agent of Record change letters you claim Insurance Express received after Lynne Ernest’s departure from Insurance Express.

17. Please produce copies of all letters between you and the Social Security Administration.

18. Please produce copies of all letters, emails, and correspondence to anyone after August 13, 2019, which mention Lynne Ernest, Deadra Stokley, Chynna Ernest, Jodi Pruitt aka Jodi Moore.

19. Please produce copies of all contracts with all insurance carriers and managing general agents between Insurance Express LLC and Insurance Express Inc, since August 1, 2019 and prior to the formation of Insurance Express Inc.

20. Please produce copies of all documents reflecting the removal of Sharon Owens' ownership interest in Insurance Express, Inc.

21. Please produce copies of all letters, emails, or correspondence between Insurance Express, LLC (its agents and employees) and the Department of Insurance, Roderick Reed, any Alabama Representative or Senator, Alabama Secretary of State, Alabama Attorney General, Governor of Alabama, and any District Attorney.

22. Please produce all letters, emails, and correspondence between Insurance Express, LLC (its agents and employees) and anyone with regard to Chynna Ernest.

23. Please produce all letters, emails, and correspondence between Insurance Express, LLC (its agents and employees) and anyone associated with Genesee General or Jencap Holdings with regard to Chynna Ernest, Lynn Ernest, or Deadra Stokely.

24. Please produce all letters, emails, and correspondence between Insurance Express, LLC (its agents and employees) and Kenny Hill, Holly Hill, and 9-H Towing.

25. Please produce all letters, emails, and correspondence between Insurance Express, LLC (its agents and employees) and the Gilbertown Police Department.

26. Please produce all letters, emails, and correspondence between Insurance Express, LLC (its agents and employees) and the Alabama Department of Insurance.

27. Please produce copies of all letters sent to any current or former customer/insured of Insurance Express, LLC like that which was sent to "Greg" on November 13, 2019 asserting that Lynne Ernest was being investigated criminally and that the customer/insured would be subpoenaed to Court.

28. Please produce copies of the customer list for Insurance Express, LLC for the year preceding Lynne Ernest's first employment with Insurance Express, LLC around 2002.

29. Please produce the customer list for Insurance Express, LLC for the year prior to Lynne Ernest's departure from Insurance Express around 2019.

30. Please produce all items that were provided to any Expert Witness.

31. Please produce the entire file of any Expert Witness retained in this case.

32. For each Expert Witness identified in Interrogatory No. 4, produce all Documents that evidence the date on which this expert was first employed or consulted by you or your attorneys, the subject matter on which this expert was consulted, mental impressions and opinions held by each expert formed or made in connection with this case, the facts known to each expert that relate to or form the basis of the expert's mental impressions and opinions held by the expert in connection with this case, and the summary for the grounds for each opinion.

33. Please produce all fee agreements or contracts between you and each of your testifying Expert Witnesses or consulting experts used in this case, and any invoices or other bills rendered by such expert to you, your counsel, or other representatives.

34. Please produce any Documents reflecting the number of assignments, fee agreements, or contracts between you and each of your testifying Expert Witnesses or consulting experts used in this case, and any invoices or other bills rendered by such expert to you, your counsel, or other representatives.

35. Please produce a copy of the Limited Liability Company Agreement or Operating Agreement for Insurance Express, LLC.

36. Please produce all Documents identified in any response to these discovery requests.

Done this 27th day of July, 2021.

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.
P.O. Box 2525
Daphne, AL 36526
Telephone: (251) 626-7704
Fax: (251) 626-8202

CERTIFICATE OF SERVICE

I certify that I have on this 27th day of July, 2021, served a copy of the foregoing by Electronic Notification, Facsimile and/or U.S. Mail postage prepaid and properly addressed to the following:

James Coleman
22787 AL-59
Robertsdale, AL 36526

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)



IN THE CIRCUIT COURT OF CHOCTAW COUNTY, ALABAMA

INSURANCE EXPRESS,

Plaintiff,

vs.

**LYNNE ERNEST INSURANCE, LLC,
LYNNE ERNEST,
CHYNNA ERNEST and,
DEADRA STOKLEY,**

Defendants/Counterclaim/Third-Party Plaintiffs

vs.

**INSURANCE EXPRESS, LLC,
WAYNE TAYLOR,
JULIE SINGLEY
And FICTICIOUS DEFENDANTS A-Z, being
the individuals or entities whose misconduct is
made the partial basis of those counterclaims
and who will be added when ascertained.**

Counterclaim/Third-Party Defendants.

Case No. CV-20-000009

**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
WAYNE TAYLOR**

COMES NOW, Defendants/Counterclaim Plaintiffs Lynne Ernest Insurance, LLC, Lynne Ernest, Chynna Ernest, and Deadra Stokley pursuant to Rules 33, 34 and 36 of the *Alabama Rules of Civil Procedure*, and propounds the following First Set of Interrogatories and Requests for Production of Documents to **WAYNE TAYLOR**, to be answered and responded to fully and completely by each individual within the time required by law:

You are reminded that under the provisions of Rule 26 you are under a duty to seasonably supplement your response with respect to any question directly addressed to: (a) the identity and location of persons having knowledge of discoverable matters; and (b) the identity of each

person expected to be called as an expert witness at trial, the subject matter on which he is expected to testify and the substance of his testimony.

You are under a duty to seasonably amend a prior response if you obtain information upon the basis of which (a) you knew that the response was incorrect when made; (b) you know that the response, though correct when made is no longer true, and the circumstances are such that a failure to amend the response is, in substance, a knowing concealment or (c) circumstances change which make that response no longer correct.

Any such supplemental response is to be filed and served upon counsel of record for the Defendant within thirty (30) days after receipt of such information.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these interrogatories:

1. “You” and “Your” shall mean the Crossclaim/Third-Party Claim Defendant **Wayne Taylor** and his agents, and/or representatives, and all other persons acting on his behalf.
2. “Insurance Express” shall mean **Insurance Express, LLC** and its agents, and/or representatives, and all other persons acting on his behalf.
3. “Person” shall mean any individual, partnership, firm, association, corporation or other business, government or legal entity.
4. “Document” shall mean any written, recorded, transcribed, punched, taped, filmed, electronic and/or graphic matter of any kind or description, however produced or reproduced.

5. “Copy” means all copies of any document which are not identical in every respect with the documents being produced.

6. “Relating to” or “Related to” includes pertaining to, referring to or having as its subject matter, directly or indirectly, expressly, or impliedly, the subject matter of the specific interrogatory.

7. “Date” means the most precise date known to be accurate. If an exact day, month, or year is not known, a range of days, months or years should be supplied.

8. “Expert Witness” means a person having specialized knowledge in any kind of academic, professional or occupational endeavor, who has been retained by you to testify at trial regarding any opinion or conclusion based upon his or her specialized knowledge, regarding any fact, matter or individual involved in this action.

9. “Computer database(s)” shall include any information or document that may be obtained by electronic or computer means including, but not limited to hard drives, disk(s), diskettes, tape cartridges, fax machines, telephone systems, tape(s), magnetic tapes, imaging, CD-Rom, software, electronic mail, directories, files, databases, or data compilations.

10. A request to “identify” a person shall be construed as a request for the name, the office or business and residence addresses, telephone number(s) of such person, job, title, and job description.

11. A request to “identify” a document shall be construed as a request to state the document's date, its author, the type of document and a brief summary of its contents. If such information is not available to Defendant, state any other available means of identifying such document. If any such document was, but no longer is, in Defendant’s control, describe it as set forth herein and state what disposition was made of it and the date of such disposition.

INTERROGATORIES

1. Please identify by name, address, and phone number all persons known by you to have knowledge of facts which relate to the facts, allegations, claims or issues involved in this lawsuit.

A. For each person listed above, state briefly the facts of which such person has knowledge;

B. For each person listed above, state whether this person has rendered oral, recorded, written or any type of reports or statements, and if so, identify all such documents; and

C. If this person has given oral, recorded, written on any other type of reports or statements, please state

1. The date, time, place and person to whom made;

2. The substance of the reports or statements; and

3. The employer or the person or persons taking the reports and/or statements.

RESPONSE:

2. Please state the name and address of each person that you may or will call as a witness at the trial of this matter, and further, please state the substance of each person's expected testimony.

RESPONSE

3. Please list each and every item that you may or will use as an Exhibit at the trial of this matter.

RESPONSE:

4. Please state the name, address, and telephone number of each expert consulted in this matter, whether you plan to call him/her as a witness at trial, or not. Also include in your response a summary of each consulted expert's expected testimony, his/her education and/or qualifications, and his/her present employer.

RESPONSE:

5. For each Expert Witness named in your answer to Interrogatory No. 4, state the date on which this expert was first employed or consulted by you or your attorney(s), the subject matter on which this expert was consulted, mental impressions and opinions held by each expert formed or made in connection with this case, the facts known to each expert that relate to or form the basis of the expert's mental impressions and opinions held by the expert in connection with this case, and the summary for the grounds for each opinion.

RESPONSE:

6. Please state your personal cell phone number as well as any additional cell phone numbers used by you for either business or personal use.

RESPONSE:

7. Please list each email address for each email account that you use, or have used, since 2005 date whether for business or personal use.

RESPONSE:

8. Please list all members of Insurance Express, LLC, past or present.

RESPONSE:

9. Please list all owners or officers of Insurance Express, Inc. past or present.

RESPONSE:

10. Please state whether you have a Facebook account and if so, the date the account was opened.

RESPONSE:

11. Please list all pharmacies/drug stores that you have used since 2005 to fill prescription medications prescribed to you.

RESPONSE:

REQUESTS FOR ADMISSIONS

1. Admit that you nor Insurance Express have no written employment contracts with any Defendants.

RESPONSE:

2. Admit that you nor Insurance Express have no written non-competition agreements with any Defendants.

RESPONSE:

3. Admit that you nor Insurance Express have no written confidentiality agreements with any Defendants.

REQUEST FOR PRODUCTION

1. Please produce your entire file on this matter.
2. Please produce each and every item that you may or will use as an exhibit at the trial of this matter.

3. Please produce all documents, correspondence, materials, and things, including reports, opinions, curricula vitae, and any other materials submitted to or received from each person whom you expect to call as an expert witness at trial in person or by deposition.

4. Please produce all photographs, charts, diagrams, videotapes or other depictions of any person, place or thing involved in this lawsuit.

5. Please produce all documents, materials or things relied upon you, or in any pleading or filing in this case, including answering these interrogatories.

6. Please produce copies of all emails and text messages between you and any of the Defendants named in this lawsuit from 2005 until present day.

7. Please produce copies of all emails and text messages between you and Julie Singley from 2015 until present day .

8. Please produce copies of all letters between you and the Social Security Administration.

9. Please produce copies of all letters, emails, and correspondence to anyone after August 13, 2019, which mention Lynne Ernest, Deadra Stokley, Chynna Ernest, Jodi Pruitt aka Jodi Moore.

10. Please produce copies of all documents reflecting the removal of Sharon Owens' ownership interest in Insurance Express, Inc.

11. Please produce copies of all entity formation documents for Insurance Express, Inc. and any amendments recorded or not recorded for that entity.

12. Please produce copies of all entity formation documents for Insurance Express, LLC and any amendments recorded or not recorded for that entity

13. Please produce copies of all letters, emails, or correspondence between you and the Alabama Department of Insurance, Roderick Reed, any Alabama Representative or Senator, Alabama Secretary of State, Alabama Attorney General, Governor of Alabama, and any District Attorney.

14. Please produce all letters, emails, and correspondence between you and anyone associated with Genesee General or Jencap Holdings with regard to Chynna Ernest, Lynn Ernest, or Deadra Stokely.

15. Please produce all letters, emails, and correspondence between you and Kenny Hill, Holly Hill, and 9-H Towing.

16. Please produce all letters, emails, and correspondence between you and the Gilberttown Police Department.

17. Please produce copies of all cell phone records for your personal cell phone number 251-769-6671 from 2019 to the present.

18. Please produce a copy of your last will and testament and any codicils or amendments thereto as well as any previous last will and testament that you have executed.

19. Please produce copies of all letters, emails, and correspondence between you and Sharon E. Owens.

20. Please produce copies of all letters sent to any current or former customer/insured of Insurance Express, LLC like that which you sent to “Greg” on November 13, 2019 asserting that Lynne Ernest was being investigated criminally and that the customer/insured would be subpoenaed to Court.

21. Please produce copies of the customer list for Insurance Express, LLC for the year preceding Lynne Ernest’s first employment with Insurance Express, LLC around 2002.

22. Please produce the customer list for Insurance Express, LLC for the year prior to Lynne Ernest's departure from Insurance Express around 2019.

23. Please produce copies of all bank statements from your personal accounts or for Insurance Express, LLC for the preceding 10 years.

24. Please produce all items that were provided to any Expert Witness.

25. Please produce the entire file of any Expert Witness retained in this case.

26. For each Expert Witness identified in Interrogatory No. 4, produce all Documents that evidence the date on which this expert was first employed or consulted by you or your attorneys, the subject matter on which this expert was consulted, mental impressions and opinions held by each expert formed or made in connection with this case, the facts known to each expert that relate to or form the basis of the expert's mental impressions and opinions held by the expert in connection with this case, and the summary for the grounds for each opinion.

27. Please produce all fee agreements or contracts between you and each of your testifying Expert Witnesses or consulting experts used in this case, and any invoices or other bills rendered by such expert to you, your counsel, or other representatives.

28. Please produce any Documents reflecting the number of assignments, fee agreements, or contracts between you and each of your testifying Expert Witnesses or consulting experts used in this case, and any invoices or other bills rendered by such expert to you, your counsel, or other representatives.

Done this 27th day of July, 2021.

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)

OF COUNSEL:
JAMES B. PITTMAN, JR., P.C.

P.O. Box 2525
Daphne, AL 36526
Telephone: (251) 626-7704
Fax: (251) 626-8202

CERTIFICATE OF SERVICE

I certify that I have on this 27th day of July, 2021, served a copy of the foregoing by Electronic Notification, Facsimile and/or U.S. Mail postage prepaid and properly addressed to the following:

James Coleman
22787 AL-59
Robertsdale, AL 36526

/s/James B. Pittman, Jr.
JAMES B. PITTMAN, JR. (PIT026)