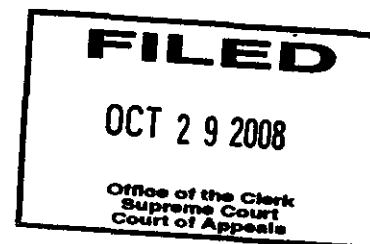


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10/6/08

IN THE
SUPREME COURT OF MISSISSIPPI
COURT OF APPEALS OF THE
STATE OF MISSISSIPPI
2008-CP-00332

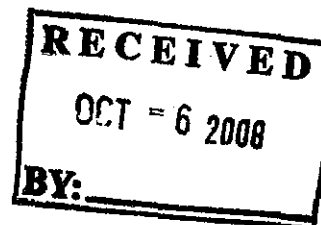
COPY



CYNTHIA AMACKER
V.
PATRICK AMACKER

APPEALS FROM THE CHANCERY COURT OF PEARL
RIVER COUNTY, MISSISSIPPI

BRIEF



CERTIFICATE OF INTERESTED PERSONS

CYNTHIA AMACKER v. PATRICK AMACKER, et al., No. 2008-CP-00332

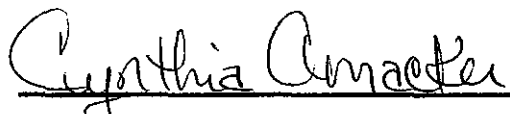
The undersigned Pro Se certifies that the following listed persons and entities as described in rule 28.1 have an interest in the outcome of this case. These representations are made in order that the judges of this court may evaluate possible disqualifications or recusal.

Plaintiff – Appellant: Cynthia Amacker

Plaintiff – Appellant's counsel: Pro Se

Defendant – Appellee: Patrick Amacker

Defendant – Appellee's counsel: Jack Parsons



Cynthia Amacker

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FERGUSON V. FERGUSON, 639 So. 2d 921, 929 (Miss. 1994);

HOPKINS V. HOPKINS, 703 So. 2d 849, 850 (i77) (Miss. 1997);

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REDDELL V. REDDELL, 696 So. 2d 287 (Miss 1997);

REGAN V. REGAN, 507 So. 2d 54, 56 (Miss. 1987) at 56;

SANGHI V. SANGHI, 759 So. 2d 1250 (Miss. CT. APP. 2000)

SCOGGINS V. ELLZEY Beverages, INC, 743 So. 2d 990, 994-95 (i118)

(Miss. 1999);

SELMAN V. SELMAN, 722 So. 2d 547, 551 (i13) (Miss.1998);

SIMS V. A.N.R. FREIGHT SYS. INC., 77F.3d 846, 849 (5th Cir.1996);

VAUGHN V. VAUGHN, 798 So. 2d 431, 433 (il 9) Miss. 2001);

State Statutes

Miss. Rule 81 (d)

Miss. Rule 81 (d) (5)

STATEMENT OF ISSUES

The court in this case held that the judgment of the divorce was on the grounds of habitual, cruel, and inhuman treatment. See court record page 637. In the Chancery Court's property settlement, court record page 644, (The Court finds further the parties have executed the necessary documents for a judgment of Divorce to be entered on the grounds of irreconcilable differences). The property settlement was not according to the law and was distinctly unfair to the Plaintiff. The Defendant committed perjury under oath.

The Judge in this case ruled capriciously without legal bases for his ruling.

Whether plaintiff was given proper notice for divorce under rule 81 of the Mississippi Rules of Civil Procedure.

STATEMENT OF FACTS

On August 09, 2005, Attorney Richard Dymond was retained to represent Plaintiff in a divorce and property settlement case against the Defendant Patrick Amacker. Mr. Dymond was informed of Defendant's devious behaviors. These behaviors included but were not limited to abandonment, desertion, and adultery. Also, Dymond was informed of defendant allowing lover of 10 (ten) years and her son to move into camp with him. Mr. Dymond failed to include the adultery, abandonment, and desertion as grounds in plaintiff's divorce papers. Plaintiff questioned secretary regarding these issues before signing paperwork and was told that the paperwork could be amended to include these things. Mr. Dymond's main objective at this point was to hurriedly get a date set by the Courts. However, the grounds continued not to be included by Mr. Dymond. Next, Mr. Dymond notified Plaintiff by mail that he would begin taking depositions on defendant and Dr. McSwain at Parsons Law office located in Wiggins, Mississippi on a specified date and invited plaintiff to attend while obtaining the depositions. However, the date scheduled for the depositions to be taken had already passed before the letter was mailed to me. Then, Mr. Dymond had appeared in Court

in Poplarville and attempted to help the defendant by trying to have the divorce granted claiming plaintiff was given notice by mail to appear for court but refused to appear. plaintiff never received any other mail from Mr. Dymond but the one inviting plaintiff to sit in on the depositions that the scheduled date had passed before the letter was mailed to plaintiff. Mr. Dymond was terminated by plaintiff for the misconduct.

Walter Teel was the second attorney retained by plaintiff for representation with divorce and property settlement. Plaintiff was assured by Mr. Teel that the abandonment, desertion, and adultery could still be entered into the necessary legal documentation for plaintiff's divorce and property settlement. Also, that these grounds for divorce were pertinent and very important factors that should have never been omitted in the beginning. All plaintiff's original checks, numerous receipts, invoices, and statements verifying the total dollar amounts plaintiff paid for home improvements and camp improvements were given to Mr. Teel to help prove plaintiff's case. In addition, legal documentation regarding plaintiff's brother's Last Will and Testament, Succession, and Values of brother's estate, Insurance documents regarding Michael's death benefits, Parent's Will and

Testament, Complaints to Disciplinary Board regarding Discon Law firm, Responses from Disciplinary board and attorney's representing Discon Law Firm, Original loan application and approval for loan from Citizens Savings Bank regarding plaintiff's agreement to purchase camp from Dr. McSwain, CD's from Citizens Savings Bank belonging to plaintiff, house payment book from Citizens Savings Bank, legal paperwork from Nissan dealership where defendant returned leased car, legal paperwork regarding selling of brother's home in Mandeville, Louisiana, and many other legal documents to support plaintiff's case. Plaintiff was not aware that Teel did not include abandonment, desertion, and adultery as grounds for divorce until date of trial held on June 6, 2006. Teel had stipulations drawn up pressuring plaintiff into signing before entering Court for trial on June 6, 2006. Teel never reviewed or went over stipulations with plaintiff before entering Court for trial this date. Teel claimed we could not enter Court for trial unless plaintiff signed this paperwork with stipulation. Also, Teel claimed he was not allowed to enter the new grounds into the divorce paperwork as he originally thought. Plaintiff was only one to take witness stand. Plaintiff was not on stand maybe 15 minutes when Judge Williams called for recess stating he had to

make an important phone call. Mr. Teel had placed all original checks and other paperwork plaintiff had given to him in the Court's record and many were entered as Exhibits for trial. Just before recess was called by Chancellor, Mr. Teel handed plaintiff Exhibit regarding plaintiff's brother's estate and had asked plaintiff to look at certain page and certain line and tell the Court the amount plaintiff's brother's estate was worth. Before plaintiff could answer the question, the Chancellor questioned plaintiff regarding her not knowing amounts without having to look at paperwork. Chancellor made a remark that plaintiff should not have to refer to documents to know amount of brother's inheritance. Plaintiff was not in mental condition to handle brother's estate or outcome. Plaintiff lost her own child in 2002 and nearly lost her mind. Plaintiff entrusted defendant to make necessary decisions that plaintiff could not begin to attempt. Immediately after chancellor called for recess, he asked Mr. Parsons and Teel to join him in judge's chambers. Soon, they exited chambers Teel held meeting with me regarding Chancellor's offer to plaintiff. Chancellor refused to hear plaintiff's case. Chancellor did not care to hear this case. Chancellor offered plaintiff the home but plaintiff must pay defendant \$60,000 (sixty thousand dollars).

Defendant would receive camp without paying plaintiff any monies. Defendant did not have to pay back any of plaintiff's inheritance he stole, borrowed, sold, squandered away. Chancellor said the inheritance money is gone and that's it. Defendant did not have to pay off loan that plaintiff's \$15,000 (fifteen thousand dollar) CD was pledged against. Defendant was not being held responsible for leased vehicle he returned without an agreement he claimed was made with dealership and plaintiff is being sued for. Chancellor said plaintiff could take it or leave it, he was going to rule for defendant's regardless. Plaintiff refused Chancellor's offer. Teel was made to tell Chancellor that plaintiff wanted case to go to trial and that plaintiff had the right of the case being heard. Defendant asked Chancellor could he grant him a divorce so he could get married. Chancellor left it up to plaintiff and plaintiff's counsel since it was not specified in stipulation Teel presented this day. Teel refused the divorce being granted. Claimed divorce held weight on the outcome of the property settlement and it was not to be separated. The divorce and property settlement would be done jointly, same day, same trial. On the way home from this trial, plaintiff stopped in Poplarville to speak with other counsel regarding Teel's comments that it was too late to enter

the grounds of adultery, etc. Plaintiff was informed this was not correct information. Plaintiff attempted to contact Teel numerous times by phone, regular mail, and via email without any success. Then, plaintiff sent Teel a letter by certified, returned receipt and the letter was witnessed. Teel never responded. Teel was terminated for his misconduct. Finally, plaintiff arrived at Teel's law office requesting all her original paperwork she gave him to support her case. Teel refused to see plaintiff and would not surrender her file or original documents, checks, etc. Later, Teel went to prison.

The third attorney retained to represent plaintiff was Samuel Farris. Mr. Farris assured plaintiff after receiving the retainer fee to be paid by her, he would and could get all plaintiff's paperwork from Mr. Teel. This paperwork contained but was not limited to original checks, invoices, receipts, etc., from Mr. Teel. However, after Mr. Farris received retainer fee, he never had Teel surrender plaintiff's documents or paperwork held in his possession. Mr. Farris suggested to the plaintiff that the stipulation prepared by Teel should not have been entered into the record on June 6, 2006. First, Teel pressured plaintiff into signing this stipulation that was not discussed or explained to her. Next, the trial was interrupted and continued for

another date, therefore the Chancellor never questioned plaintiff of her understanding of this stipulation or attempted to explain the true meaning as to the contents of the stipulation at the end of the trial. The stipulation should never have been placed into the record under these circumstances. Farris further specified, had the trial been completed, the Chancellor should have verified the plaintiff's true understanding of the stipulation and asked Plaintiff's if there were any questions she had for him before confirming her signature on the document. Because this did not take place during the trial, the stipulation should not be part of the record and Farris would see that it was removed. Plaintiff requested Farris to have the trial placed before another judge if possible since Judge Williams did not want to hear this case and had suggested me to take offers. Farris assured Plaintiff everything would be alright. Farris claimed he would take depositions from the president and vice president of Citizens Savings Bank and verify plaintiff received the loan for the camp and prove Dr. McSwain agreed to sell the camp to plaintiff and plaintiff only. Farris kept having the trials put off and continued. The plaintiff was informed on two separated mornings before trial by Farris' secretary that the trial was going to have to be postponed because the attorney

was sick. Finally, January 8, 2008, Farris requested plaintiff to bring Shelia Harris to be briefed before court on January 9, 2008 on questions regarding plaintiff's state of mind from 2002 through August 2005. Farris did brief Shelia Harris on this day claiming these questions and answers were of the utmost importance to this case. Then, on the day of the trial, Farris never asked Shelia Harris not one question regarding plaintiff's state of mind. Also, plaintiff went to trial on January 9, 2008 thinking it was for divorce and property settlement. However, plaintiff learned on January 9, 2008 this trial was for property settlement only because plaintiff had been divorced since February 22, 2007. Mr. Farris mentioned it to plaintiff for first time only. Farris claimed Chancellor contacted him one night and discussed with him the need to give defendant a divorce. So, Farris and Chancellor went behind my back and granted a divorce. During trial, defendant testified he paid for plaintiff's licensed practical nurse schooling and he registered nurse schooling. Mr. Farris had documentation proving defendant paid not one cent of plaintiff's nurse schooling. However, Farris never attempted to cross examine defendant to prove different. Also, Chancellor made accusations that plaintiff committed adultery or had boyfriends. Farris never

attempted to defend plaintiff against the accusations. Plaintiff never committed adultery and had any boyfriends. Plaintiff had no boyfriend before defendant left her or after defendant left. Plaintiff does not appreciate being accused of something she did not do. Plaintiff did nothing to dissolve the marriage between her and defendant. Defendant was the only one responsible for dissolving our marriage. Plaintiff loved her husband with all her heart and soul and would never have had an affair. Farris was terminated for his misrepresentation and misconduct on the day of trial. Later, plaintiff sent a letter to Farris filed with the Chancery Court terminating. Mr. Farris attempted to ask for another ruling based on new evidence after he was already terminated. There was no new evidence. It was evidence Farris already had in his possession but failed to support me.

Mr. Farris and Judge Williams went behind plaintiff's back and filed the Judgment for Divorce on the 22th day of February 2007 on the grounds of habitual, cruel, and inhuman treatment. On January 9, 2008, plaintiff went to Court thinking it was a trial for Divorce and Property settlement. Plaintiff learned this day, January 9, 2008 a divorce was granted in 2007.

Whether Plaintiff was given proper notice for divorce under Rule 81 of the Mississippi Rules of Civil Procedure

Rule 81 (d) enumerates certain matters which require 30 days notice and some which require 7 days notice by summons to a specific time and place. Motion to enforce divorce settlement is a 30 day matter. Service by mail, without an accompanying summons issued in accordance with the dictates of Rule 81 (d) (5) does not provide the requisite service of process which will enable the Court to act. See CAPLES V. CAPLES 686 So. 2d 1071 (Miss. 1996); SANGHI V. SANGHI 759 So 2d 1250 (Miss CT. APP 2000).

On January 9, 2008, trial was held for the property settlement between plaintiff and defendant. Judge Williams ruled for plaintiff to keep house located on 32 Benton Seal Road but plaintiff must give defendant \$60,000 (sixty thousand dollars). Defendant gets camp located on Wheatfield Road free and clear. Defendant does not have to repay plaintiff the inheritance funds he stole and squandered away. Defendant wasn't held liable for debts or attorney fees. Judge Williams made his ruling for property settlement as if the divorce was granted on irreconcilable differences. The divorce was not on irreconcilable differences.

ARGUMENT

The standard required to reverse a chancellor's decision in matters of property division is VAUGHN V. VAUGHN, 798 So.2d 431,433 (il 9) (Miss. 2001); BELL V. PARKER 563 S0. 2d 594, 596-97 (Miss. 1990).

The property settlement in this case should be set aside. There was no fair and equitable division of marital assets. Although on the face of the record it appears as if the Chancellor made such a division. Defendant lied about and concealed assets. The principals of equitable distribution apply in all divorce cases, whether based on fault grounds or irreconcilable differences, the statutory requirements of section 93-5-2 that the Court finds such provisions adequate and sufficient clearly anticipates more than a mere recitation of the obligatory words of the statute. See PERKINS V. PERKINS, 787 So. 2d 1256, 1260 (P.9) (Miss. 2001); Miss. code annotated section 93-5-2 (2) (Rev 2005).

In order to merit reversal, the appellant's argument should at least create enough doubt in the judiciousness of the Trial Court's judgment that this Court cannot say with confidence that the case

should be affirmed. See **SELMAN V. SELMAN**, 733 So. 2d 547, 551 (IT 13) (Miss.1998).

Pursuant to rule 8.05 of The Uniform Chancery Court rules, each party in every domestic case involving economic issues and/or property division shall provide the opposite party or counsel certain disclosures as specifically spelled out in the rules unless excused by order of the Court. Rule 8.05 includes requirements of the following disclosures: a. A detailed written statement of actual income, expenses, assets, and liabilities, such statements to be on the form attached to the rule. b. Copies of the proceeding years Federal and State tax returns in full form as filed; or copies of W-2's if the return has not yet been filed. c. A general statement of the providing party describing employment history and earnings from the inception of the marriage or the date of divorce whichever is applicable.

See Court record, Financial Declaration of Patrick H. Amacker p.p. 36-45: A. Gross monthly income: Line 8. Other income: 1986 Offshore Settlement Annuity 8- \$1,450.00. Next, look at EXHIBITS: Assignment Agreement – last page of Exhibit A; Schedule of Payments: “payments of one thousand seven hundred dollars and no cents (\$1,700.00) per month for the remainder of Patrick Amacker’s

life or twenty years,... Additionally, the following guaranteed lump sum payments shall be paid to Patrick Amacker.

\$5,000 payable on or about May 13, 1991

\$10,000 payable on or about May 13, 1996

\$15,000 payable on or about May 13, 2001

\$20,000 payable on or about May 13, 2006

This Honorable Court can plainly see that defendant stated on line 8 that he made \$1,450.00 (one thousand four hundred fifty dollars) per month instead of \$1,700 (one thousand seven hundred dollars) per month as stated in The Settlement Agreement. That is because defendant sold a portion of his annuity to Stone Street Capital, 4550 Montgomery Avenue suite 650 North Bethesda Maryland, 20814-3342, phone- 301-951-8900. See attached. Defendant did not list sell price. In addition, defendant received \$20,000 (twenty thousand dollars) on May 13, 2006 while we were still married. He failed to list this. Line 1 (one) Salary and Wages: defendant worked for Discon Law Firm, L.L.C., 424 N. Causeway Boulevard, Suite A, Mandeville, Louisiana 70448, Phone 985-674-9748 as a "Court Runner." Court Runner - a person that is paid to recruit clients (with law suits) for a lawyer or a

law firm. See Louisiana Office of Disciplinary Counsel 0021266 and 0021267 (2006) defendant received \$200 (two hundred dollars) upon a client initial signing initial signing up at Discon Law Firm and then an additional 15% (fifteen percent) of settlement. Attorney John Discon admitted that defendant worked for him and surrendered his license to practice law to the disciplinary board. Defendant failed to list this salary (wages). See transcript Chancery Court pp. 167-169.

Defendant, Patrick Amacker, committed perjury. He testified that he did not gamble often or for large sums of money. See Chancery Court transcript p. 173. Mr. Amacker does gamble. See attached Department of The Treasury Internal Revenue Service dated June 26, 1998. In addition see Chancery Court transcript p. 140. "It was in 1998, I cashed in a \$15,000 (fifteen thousand dollar) bonus". There was no bonus paid in 1998. See page 5, this brief. He received \$15,000 (fifteen thousand dollars) in 2001. He lost that \$15,000 (fifteen thousand dollars) in one night gambling at Casino Magic.

See p. 140, Chancery Court transcript "And what happened to that \$18,000 (eighteen thousand dollars)? Some of it went to pay for Cynthia's RN schooling." Defendant paid no monies toward plaintiff's education. See attached Exhibit 14-15.

I am totally disabled. I have not worked since August 2003. I am informed by my physician that I will never be able to work again. My sole source of income is \$1,664 (one thousand six hundred sixty four dollars) per month. I have to pay personal medical expenses of \$422.72 (four hundred twenty two dollars and seventy two cents).

Defendant has lied to the Court. It is possible that Mr. Amacker is working as a "court runner" to pay his attorney's fees for this divorce.

Mississippi law requires that "all marital assets must be considered to reach an equitable division of those assets." HOPKINS V. HOPKINS, 703 So.2d 849, 850 (i77) (Miss.1997). A trial is a proceeding designed to be a search for the truth. SIMS V. A.N.R. FREIGHT SYS. INC., 77 F. 3d 846, 849 (5th Cir. 1996) when a party attempts to thwart such a search, The Courts are obliged to ensure that such efforts are not only cut short, but that the penalty will be sufficiently severe to dissuade others from following suit. SCOGGINS V. ELLZEY BEVERAGES, INC., 743 So. 2d 990, 994-95 (i1 18) (Miss. 1999)

Defendant dissipated and wasted a tremendous amount of money in inheritance of Cynthia Amacker \$414,000 (four hundred fourteen thousand dollars). Due to the above and foregoing, Appellant asks that the property settlement be null and void. That she be awarded the house at 32 Benton Seal Road, Poplarville, Mississippi. 39470. Defendant be required to transfer all of his rights and title of interest in this resident to plaintiff. Defendant should be required to pay all attorney fees and all court costs accrued and to accrue in this action. Defendant to pay alimony in an amount deemed met and proper by This Court. Defendant transfer all of his rights and titles of interest in the camp located at 236 A Wheatfield Rd., Poplarville, Mississippi 39470 and 3.60 acres.

SUMMARY OF ARGUMENT

The property division was not equitable. The law in this state is clear. If the marital property was accumulated through the joint efforts and contributions of the parties, then the Chancery Court has the authority to order an equitable distribution. **BROWN V. BROWN**, 574 So. 2d 688, 690 (Miss. 2990)

One objective of equitable distribution of property is a fair division based upon the facts of the case. **REDDELL V. REDDELL** 696 So. 2d 287 (Miss. 1997) **FERGUSON V. FERGUSON** 639 So. 2d 921, 929 (Miss. 1994). In a determination of the division of marital property, both spouses contributions during the marriage should be thoroughly evaluated by The Chancellor. **CHAMBLEE V. CHAMBLEE** 637 So. 2d 850, 865 (Miss. 1994). The Court should remember that defendant's only source of income is an annuity and social security. He is disabled. Plaintiff had inheritances, she worked as a Registered Nurse. Now she is disabled and her sole source of income is a workman's compensation check. She contributed the majority of the income. She had the house renovated and a new in-ground swimming pool installed. She had a new metal roof put on the house. She had a barn built, the land around the barn cleared, and a fence

put up around the field. Defendant did not contribute to any of he above. Defendant stole the camp where he is living out from under Plaintiff. See attached checks and documentation.

A main consideration in a proper division of property is the economic contributions made by each party to the marriage, both in terms of actual money earned and in terms of service without compensation, i.e. domestic duties. REGAN V. REGAN 507 So. 2d 54, 56 (Miss. 1987) at 56, PICKLE V. PICKLE 476 So. 2d 32, 34 (Miss. 1985). The data attached to this brief plainly demonstrates the impossibility that defendant contributed the majority of marital contributions and that he will resort to whatever methods that he has to, to convince The Court otherwise.

Plaintiff contributed the most to the marriage. Defendant was disabled and unemployed. Defendant contributed significantly to the decline of the marriage through his behavior.

Due to the above and foregoing This Honorable Court should grant Plaintiff's request that the property division be held null and void and the relief requested

CYNTHIA AMACKER

Cynthia Amacker

CONCLUSION

The Plaintiff contributed the most to the marriage. The Defendant only contributed significantly to the declination of the marriage through his corrupt and devious behavior. Therefore, this Honorable Court should grant Plaintiff's request that the property division be held null and void and relief requested.

RESPECTFULLY SUBMITTED,

Cynthia Amacker

CERTIFICATE OF SERVICE

I certify that the above and foregoing was served on counsel of record by being placed in the United States mail, First Class Postage prepaid and properly addressed on this 30 day of September 2008.

Cynthia Amacker

CYNTHIA AMACKER

AFFIDAVIT

I Cynthia Amacker hereby do swear and attest that all attached documents are originals or true copies to the best of my knowledge sworn to on this 30 day of September 2008.

Cynthia Amacker

CYNTHIA AMACKER

DISCON LAW FIRM, L.L.C.

John G. Discon • Thomas M. Discon • Scott G. Discon*

**Licensed in Louisiana and Mississippi*

424 N. Causeway Boulevard, Suite A

Mandeville, Louisiana 70448

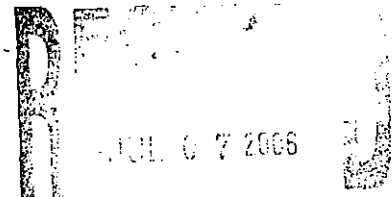
Telephone: 985-674-9748 • Facsimile: 985-674-9749

Toll Free: 800-690-6435

website: www.disconlawfirm.com

July 7, 2006

Mr. Charles B. Plattsmier
Chief Disciplinary Counsel
Louisiana Attorney Disciplinary Board
4000 S. Sherwood Forest Blvd., Ste. 607
Baton Rouge, Louisiana 70816



Re: Respondent: John G. Discon
File No.: 0021266

Dear Mr. Plattsmier:

I have known Pat Amacker for 25 years plus and he has never been retained by me or anyone in the firm to find lawsuits.

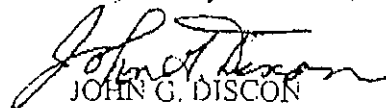
As stated in the attached Affidavit, Pat Amacker has never received money from John Discon, Thomas Discon or the firm for referring any cases to Discon Law Firm nor has the firm or anyone in the firm given Pat Amacker money to give to Mr. Cecil Wheat or Mr. Robbic Applewhite.

I have never met with Mr. David Bonnette at Mrs. Amacker's home nor did I give Pat Amacker any money for David Bonnette.

I have never signed a note for Pat Amacker or paid notes for Pat Amacker on a Chevy truck or any other truck.

I wish to include in my response all the documents attached to my son's response and incorporate my son's response in total.

Respectfully submitted,


JOHN G. DISCON

JGD/sm

DISCON LAW FIRM, L.L.C.

John G. Discon • Thomas M. Discon • Scott G. Discon
Licensed in Louisiana and Mississippi

424 N. Causeway Boulevard, Suite A
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Telephone: 985-674-9748 • Facsimile: 985-674-9749
Toll Free: 800-690-6435
website: www.disconlawfirm.com

July 7, 2006

Mr. Charles B. Plattsmier
Chief Disciplinary Counsel
Louisiana Attorney Disciplinary Board
4000 S. Sherwood Forest Blvd., Ste. 607
Baton Rouge, Louisiana 70816

Re: Respondent: Thomas M. Discon
File No.: 0021266

Dear Mr. Plattsmier:

I am hereby submitting my response to the Complaint filed by Mrs. Cindy Amacker.

First of all I completely contest and deny the complaint of Mrs. Amacker. I believe there are two reasons Mrs. Amacker has filed the complaint. First, she is presently in the middle of a bitter divorce with her husband, Patrick Amacker. Since Patrick Amacker is a long time friend of my father, John Discon, for 25+ years, she also has found it convenient to make false allegations against my father and me, while at the same time complaining of our representing her in a denied life insurance claim due to the death of her brother, which we handled properly and were successful in.

Mr. and Mrs. Amacker first contacted my father concerning handling the denied life insurance claim of Mrs. Amacker and her sister, Sharon Theriot for the death of their brother, Michael Mulford. Following conversations between Mr. and Mrs. Amacker and my father concerning the potential life insurance claim, my father relayed to me the facts of the claim. My father and I agreed we were rather reluctant to handle the potential claim based purely upon evaluation of the claim. Supposedly, the decedent, Michael Mulford, stopped making premium payments after becoming ill. He eventually died from this illness. His policy furnished to us from Ochsner, which was a Prudential policy, was clear in that Mr. Mulford, despite his illness, continued to have the responsibility to pay his premiums. There was not any sort of "waiver of premium payment" or "insured payment during disability or due to disability" clause or provision that he qualified for. That denial of the claim from Prudential is attached hereto as Exhibit "1" and is dated

9-17-03 Did continue checking the
week of 9-8-03

Prudential  Financial

Monissa Childs
Disability Claims Manager

Re-submitted Claim

The Prudential Insurance Company of America
Waiver of Premium
PO Box 482
Livingston, NJ 07039

Chief Pat Bresnahan

August 13, 2003

Michael Mulford
2319 Rue Parkway Drive
Mandeville, LA 70448



Phone: (800) 524-0542 Ext: 7112
Fax: (973) 548-7530
Hours: 9:00 - 4:00

Claimant: Michael Mulford
Control No: 40768
Claim No: 10467091
Date of Birth: 10/16/1953

*Yvonne
not in
effect
4/28/04*

Dear Mr. Mulford:

We have completed our evaluation of your claim for the continuation of your Group Life Insurance under Group Policy G-40768 issued to the Ochsner Clinic Foundation. We have determined that you are not eligible for this benefit. This letter will outline our decision.

The process followed in reviewing your claim involved the following:

- Obtaining and reviewing information regarding the medical condition that you feel prevents you from working.
- Obtaining and reviewing information regarding your occupation (education, experience, and other occupations that you would be qualified to perform).
- Obtaining and reviewing information regarding your Group Policy provisions.

Group Policy Requirements

In order to be eligible for this benefit you had to become Totally Disabled while a covered individual and less than age 65.

Total Disability: You are "Totally Disabled" when:

1. You are not working at any job for wage or profit; and
2. Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you provide Prudential with written proof that:

1. You have met the above conditions, and
2. You are still Totally Disabled, and
3. Your Disability has continued for at least nine months.

*went out on
disability
4/23/03*

EXHIBIT

1

Form 5601 (Rev. 4-85)

Your payers reported the following information to us:

MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,255 0002
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,293 0003
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,313 0004
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,335 0005
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,348 0006
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,476 0007
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,500 0008
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	1,600 0009
MARDI GRAS CASINO CORP ACCOUNT NO. EIN 64-0793787	ISSUED FORM W-2G GAMBLING WINNINGS	TO 426-06-9090 \$	2,400 0010
SOUTHGATE TIMBER COMPANY ACCOUNT NO. AMA104 EIN 64-0694869	ISSUED FORM 1099-MISC ROYALTIES	TO 426-06-9090 \$	4,258 0016