STEPHANIE PETRAS

VERSUS

LOUISIANA INSURANCE GUARANTY ASSOCIATION

NO. 24-CA-585

FIFTH CIRCUIT

COURT OF APPEAL

STATE OF LOUISIANA

ON APPEAL FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, STATE OF LOUISIANA
NO. 846-358, DIVISION "I"
HONORABLE NANCY A. MILLER, JUDGE PRESIDING

April 23, 2025

**JOHN J. MOLAISON, JR.**
**JUDGE**

Panel composed of Judges Susan M. Chehardy,
Fredericka Homberg Wicker, and John J. Molaison, Jr.

**AFFIRMED**

**JJM**
**SMC**
**FHW**

FIFTH CIRCUIT COURT OF APPEAL
A TRUE COPY OF DOCUMENTS AS
SAME APPEARS IN OUR RECORDS
Talisa Walker
Deputy, Clerk of Court

COUNSEL FOR PLAINTIFF/APPELLANT,
STEPHANIE PETRAS AND DAVID PETRAS

Shermin S. Khan
Andrew Bougard

COUNSEL FOR DEFENDANT/APPELLEE,
LIGA

Franklin D. Beahm

**MOLAISON, J.**

The plaintiffs-appellants, Stephanie and David Petras (the "Petras"), appeal the trial court's June 18, 2024, and August 19, 2024 judgments. For the following reasons, we affirm these judgments.

## FACTS AND PROCEDURAL HISTORY

The Petras are the owners of a home, located at 133 Tudor Avenue, River Ridge, Louisiana (the "Property") which was damaged by Hurricane Ida on August 29, 2021. At the time, the Property was insured by Southern Fidelity Insurance Company ("SFI"). A "Named Storm Deductible" of $7,704 applied to claims made under the SFI policy, which covered the actual cash value ("ACV") of any covered loss sustained by the insureds.[1] The SFI policy imposed certain duties on the insureds following a loss.

The Petras timely notified SFI of their claim for property damage. By correspondence dated September 4, 2021, SFI informed the Petras that their claim had been assigned to TSI Adjusters, Inc. ("TSI") for processing and that they were to retain all damaged or failed items included in their claim. A TSI adjuster inspected the Property on October 12, 2021. Subsequently, the Petras were provided with a loss report from SFI, informing them they would receive a check in the amount of $20,749.60, representing the ACV of their loss, less the named storm deductible. After receiving the check from SFI, the Petras went about making some of the necessary interior and exterior repairs until they had exhausted the funds that had been provided to them by SFI.

SFI became insolvent in June 2022. Under La. R.S. 22:2055, the Louisiana Insurance Guarantee Association ("LIGA") became liable for all claims covered under the Petras' SFI policy. The Petras sued LIGA on August 28, 2023, alleging that despite adequate proof of loss, LIGA had failed to pay for all of the plaintiffs'

[1] ACV is calculated by subtracting depreciation from the full replacement cost of an item.

property damage. In January 2024, the Petras retained a Public Service Adjusting, LLC ("PSA"), to inspect the Property and render a report relative to the ACV of the property damages that the Petras sustained as a result of Hurricane Ida. At trial, the Petras attempted to establish the value of their claim primarily through the testimony of Ms. Petras, together with the exhibits introduced in conjunction with her testimony. The defense called a single witness, Michael Atkins, a LIGA claims adjuster. After defense counsel asked Mr. Atkins a few preliminary questions, the court recessed for the day. The following day, the defense rested without asking Mr. Atkins any further questions.

The jury returned a verdict for the Petras in the amount of $23,534.62. On June 18, 2024, the district court entered judgment on the jury's verdict. The Petras then filed a Motion for Judgment Notwithstanding the Verdict or in the Alternative, Motion for New Trial/Additure (the "Motion for JNOV"), contending that the jury abused its discretion in failing to award the full amount of damages claimed. The Motion for JNOV was denied by judgment entered on August 19, 2024. The Petras timely filed a Motion for Devoultive Appeal, which was granted by the district court. This appeal follows.

## LAW AND DISCUSSION

The Petras have assigned ten errors on appeal, which we discuss below.

### Jury charges

In their first assignment of error, the Petras argue that the jury charges failed to "adequately explain the burden-shifting paradigm when the Plaintiffs have established damages to their Property is covered, in whole or in part, under the terms of the policy of insurance." The Petras contend that once the plaintiffs establish damages, the "burden is shifted to the Defendant to establish by a preponderance of the evidence that an exclusion under the policy applies." The

Petras assert that the jury's confusion is "evident and apparent in light of the record, the uncontroverted evidence, and in context of the Jury Verdict Form."

On the second day of trial, the court held a jury charge conference outside the jury's presence. The trial judge asked the Petras' counsel if she objected to the jury charges. Counsel objected to removing a charge, stating the court should resolve any dispute in the language of the insurance contract in the plaintiffs' favor. The trial judge responded that there had been no evidence of a dispute regarding the policy language. The Petras' counsel replied that she did not know whether the defense would present such evidence. Defense counsel stated that the insurer was "not disputing the policy." The trial judge noted that unless the defense brought up an issue regarding interpretation of the policy, the court would remove all contract interpretation charges from the jury instructions. The Petras' attorney responded, "[T]hat's completely fair," and then stated, "[T]hat was my [sic] only issue that I had." The court then asked the Petras' counsel for her next objection, and she further explained her concern about the policy language. The court then requested, "Next?" Counsel then replied, "That's it." The record does not contain any objection to the jury verdict form.

Louisiana Code of Civil Procedure article 1793 provides in pertinent part:

> C. A party may not assign as error the giving or the failure to give an instruction unless he objects thereto either before the jury retires to consider its verdict or immediately after the jury retires, stating specifically the matter to which he objects and the grounds of his objection. If he objects prior to the time the jury retires, he shall be given an opportunity to make the objection out of the hearing of the jury.

The record reflects that the Petras' counsel was allowed to object to the jury charges and did so concerning the removal of charges related to the policy language. Counsel did not object to the trial court's failure to include the Petras' proposed jury instructions numbers thirteen, seventeen, twenty-eight, and twenty-nine, as argued in the appellants' brief. Nor did the Petras' counsel make a blanket

objection to the jury charges. For these reasons, this assignment of error is not properly before this Court; this issue was not preserved for appellate review. See, *Guillory v. Louisiana Farm Bureau Cas. Ins. Co.*, 22-634 (La. App.3 Cir. 10/4/23), 371 So.3d 1202, 1209-10, *writ denied*, 23-01453 (La. 1/10/24), 376 So.3d 848.

Exclusion of Evidence

In assignment of error number five, the Petras argue that the trial court erred by excluding the property loss report from Public Service Adjusting, L.L.C. ("PSA").

At trial, Ms. Petras testified that she contacted LIGA after discovering that SFI was insolvent. LIGA told her that she had to wait until they received the claim. Despite contacting LIGA again, they never returned her call. She testified that she filed a claim with the Department of Financial Services in Florida because they became "the receiver" of SFI. She explained that repairs to their property were incomplete, and they retained counsel; they also hired PSA to inspect the property and prepare an estimate for repair.

Mr. LeBlanc testified that he inspected the plaintiffs' property on January 5, 2024, when he photographed and measured the entire home. At that time, the plaintiffs had repaired the exterior damage. Ms. Petras pointed out the fascia and siding that was damaged and repaired. There was no evidence of damage to the insulation in the attic. Mr. LeBlanc subsequently sent the photographs and measurements to an office in Indiana, where they prepared the PSA property loss estimate report. Mr. LeBlanc has never worked in that office, nor has he ever prepared a loss estimate report.

The trial court sustained the defendant's objection to admitting the loss estimate report into evidence because Mr. LeBlanc did not author it. The plaintiffs' counsel argued that the report was admissible because it is a business

record. The trial judge elaborated that Mr. LeBlanc testified that he submits the photographs and measurements to "someone else, and someone else makes the determination of the damages and what numbers to input into the computer program that then spits out the estimate."

On appeal, the Petras contend that the trial court erred in excluding the loss estimate report because it meets the business record exception criteria to the hearsay rule.

Louisiana Code of Evidence article 803(6) provides that "records of regularly conducted business activity" are not excluded by the hearsay rule. According to La. C.E. art. 803(6), the party that seeks to introduce written hearsay evidence must authenticate it by a qualified witness. *Finch v. ATC/Vancom Mgmt. Servs. Ltd. P'ship*, 09-483 (La. App. 5 Cir. 1/26/10), 33 So.3d 215, 220. The custodian of the record or other qualified witness must testify as to the record-keeping procedures of the business and thus lay the foundation for the admissibility of the documents. *Achary Elec. Contractors, L.L.C. v. SimplexGrinnell LP*, 15-542 (La. App. 5 Cir. 1/27/16), 185 So.3d 888, 890. In this case, Mr. LeBlanc testified that he had never worked in the office that prepares the damage estimate reports and never prepared a report. There was no evidence at trial regarding how to calculate a damage estimate. Mr. LeBlanc did not testify that he was familiar with PSA's record-keeping practices. The damage loss report was not authenticated.

We afford the trial court great discretion regarding the admission of evidence; we will not reverse decisions admitting or excluding evidence in the absence of an abuse of its discretion. *Jackson v. Underwriters at Lloyd's of London*, 21-15 (La. App. 5 Cir. 9/29/21), 329 So.3d 1029, 1043, *writ denied*, 21-01591 (La. 1/12/22), 330 So.3d 617. Given that there was no evidence of how the report calculated damage losses, its preparation, and that the report was not

authenticated, we find no abuse of discretion by the trial court in excluding the PSA damage loss report from evidence.

Cross-examination of Defendant's Witness

In their sixth assignment of error, the Petras argue that the trial court erred in denying them "the procedural right to cross-examine" the defendant's witness.

After the plaintiffs rested, the defense called Michael Atkins, a claims adjuster for LIGA, who had reviewed the Petras' claim file. A bench conference was held off the record after the defense counsel asked a few questions. The court then stopped the trial for the day and instructed Mr. Atkins to return via Zoom the next day. After the jury charge conference the following day, the Petras' counsel said she would call the author of the PSA damage loss report as a rebuttal witness. Defense counsel objected, based upon the exclusion of the report. The trial judge responded that if the defense "opens up the door to that rebuttal witness, then that rebuttal witness will be allowed." The defense counsel then stated that he had no more questions for Mr. Atkins and rested the defense's case. The trial transcript included in the appellate record ends at that point.

The record is void of any request by the Petras' counsel to question or cross-examine Mr. Atkins and she raised no objection when the defense rested. A party must make a timely objection and state the specific ground for the objection to preserve an issue for review. *Gibson v. Jefferson Par. Hosp. Serv. Dist. No 2*, 23-580 (La. App. 5 Cir. 5/29/24), 389 So.3d 970, 974. The failure to contemporaneously object constitutes a waiver of the right to complain of an alleged error on appeal. *Id.* Accordingly, this assignment of error is not properly before this Court; the Petras did not preserve this issue for appellate review.

Quantum

In assignments of error numbers two, three, and four, the Petras argue that the jury legally erred in awarding damages. Specifically, the Petras contend that

the jury should have awarded $19,814.00 for personal property loss, $12,090 for loss under the "Limited Fungi Rot, Bacteria" section of the policy, $11,448.00 for the fence under Section B, and $142,016.82 for damages under Section C.

The Petras contend that the jury failed to award damages for the personal property loss of clothing and shoes stored in their master closet. In support of this claim, Mrs. Petras testified that mold grew on the couple's apparel and shoes[2] due to the master closet being "damp."[3] She said the dry cleaners could not clean them. Ms. Petras discarded these items, which were initially in excellent condition. At trial, Ms. Petras showed pictures taken in 2024 of one dress, one pair of her shoes, one of her husband's shirts, and one pair of his shoes that depicted white spots that she claims were mold.

Ms. Petras also testified they lost the contents of their side-by-side refrigerator/freezer and a stand-alone freezer. She said that the pictures of the contents of her refrigerator/freezer and stand-alone freezer taken in 2024 were similar to those lost due to Hurricane Ida.

Ms. Petras testified that inside the home, "an area where you've got coming through the vents there appears to be mold to us. It's black." On appeal, the Petras contend that the jury did not award $12,090.72 for mold "remediation and water extraction." The exhibits do not contain an estimate for this work; support for this amount is from a list of itemized damages prepared by Ms. Petras.

Ms. Petras testified that she and her husband spent $53,907.76 after the hurricane, which consisted of paying $38,990.00 for roof repairs, $11,448.00 for

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[2] Ms. Petras testified that her husband lost "approximately thirty shirts, twenty-two shirts, ten jeans, ten dress pants, four suits, twenty-five ties, five belts, twelve long-sleeved shirts, three hoodies, six sweatshirts, three winter jackets, ten sneakers, three boots, ten dress shoes," and she lost approximately "fifty blouses, approximately ten shirts, five jeans, ten dress pants, forty dresses, three jackets, ten sneakers, forty heals, twenty dress shoes."

[3] Eric Biagas, a friend of Ms. Petras, testified that he went to the Petras' home after the hurricane to drop off a battery because the electricity was out. While there, he assisted in removing clothing from the master closet because there was "moisture in the closet." He "assumed" these clothes were damaged and no longer wearable.

fence repairs, $545.71 for stove repairs, $1,130.00 for electrical repairs, $425.00 for air conditioner repairs, and $1,174.60 for reimbursement for the cost of a generator, extension cords and gasoline. The court admitted receipts and evidence of payment of these amounts.

The court admitted a letter dated September 4, 2021, from SFI to the Petras stating SFI had assigned the claim to TSI adjusters. The letter states that the homeowner has to protect the property from further damages, make reasonable and necessary repairs to protect the property, and keep an accurate record of repair expenses. This letter also contained a notice that the policyholder should not discard any damaged items before receiving authorization from their adjuster and must "retain any evidence and/or damaged property being claimed." The notice advised that failing to preserve items or throw them away without the insurer's consent may reduce the payment to the policyholder.

The policy documents introduced into evidence indicate the Petras had a $7,704.00 deductible, and the coverage provided for ACV value, not the cost of replacement. Depreciation is not recoverable under this policy.

SFI's letter to the Petras, dated October 22, 2021, is in evidence. The letter states that a check for $20,749.60 will be mailed to them representing their damages. SFI/TSI applied the deductible and non-recoverable depreciation to the cost of repairs. The letter acknowledges the enclosed estimate factored into the payment and instructs that if the insured has additional estimates, they should contact the insurer before beginning repairs. The letter included the loss report prepared by TSI acknowledging the property inspection on October 12, 2021. The report notes damage to the roof, siding, soffits, outdoor fans, and fence and "visible staining to [the] ceiling" in five rooms. The report states there was "no damage to personal property."

The report indicates that the entire roof needed replacement, which was estimated to be fifteen years old. The report shows allocations of: $18,474.63 for the roof replacement, $164.85 for the siding replacement, and $119.44 for the soffit replacement. The plaintiffs introduced a statement from Shifflett Roofing for $23,995.00 to replace the roof and $14,995.00 to replace the gutters, siding, soffit, and fascia. The plaintiffs paid these repair amounts by check. The uncashed check from SFI made out jointly to the plaintiffs and another roofing contractor for $2,514.24 is in evidence. Ms. Petras testified that they received this check but decided not to use that roofing contractor. There was no explanation for what prompted SFI to send this check or why the Petras did not return the check to SFI.

The TSI estimate allows $4,797.80 to repair the damaged sections of the fence, i.e., 140 linear feet of cedar fence. The Petras introduced a statement from John Fabacher, the fencing contractor, for $11,448.00 to replace the entire fence, i.e., 304 linear feet. Mr. Fabacher testified that the damaged fence had bent metal fence posts and had "no more strength." He removed the old fence and constructed a new fence using wooden fence posts. On cross-examination, Mr. Fabacher admitted that the new fence included a "top cap" and a two-by-ten-foot mud board along the entire fence; however, these items were not on the original fence.

Having found that the trial court did not commit an error of law in instructing the jury and excluding the PSA report offered by the plaintiffs, the jury's award is subject to the manifest error standard of review. This standard precludes the setting aside of a trial court's factual findings unless they are clearly wrong in light of the record viewed in its entirety. *Reyes v. Clasing*, 13-791 (La. App. 5 Cir. 3/12/14), 138 So.3d 61, 64. The reversal of a factfinder's determination requires a finding of manifest error by applying a two-part test: 1) the appellate court must find from the record that a reasonable factual basis does not exist for the finding of the trial court, and 2) the appellate court must also

determine that the record establishes that the finding is clearly wrong. *Id.* On appeal, the issue before the appellate court is not whether the trier of fact was right or wrong but whether the factfinder's conclusion was reasonable. *Jones v. Market Basket Stores, Inc.*, 22-841 (La. 3/17/23), 359 So.3d 452, 463. The trial court is uniquely positioned to view and hear the witnesses' testimony; an appellate court may not merely decide whether it would have found the facts of the case differently and substitute its opinion for the trial court. *Reyes*, 138 So.3d at 64.

An insured seeking to recover under an insurance contract must prove every fact essential to his cause of action. *Advanced Sleep Ctr., Inc. v. Certain Underwriters at Lloyd's*, 16-525 (La. App. 5 Cir. 2/8/17), 213 So.3d 1220, 1226. The insured must prove the extent of his loss by a preponderance of the evidence. *LaHaye v. Allstate Insurance Co.*, 570 So.2d 460 (La. App. 3 Cir.1990), *writ denied*, 575 So.2d 391 (La. 1991). The trier of fact is charged with assessing the credibility of the witnesses and, in doing so, is free to accept or reject, in whole or in part, the testimony of any witness. *Johnson v. State Through Dep't of Transportation & Dev.*, 17-0973 (La. App. 1 Cir. 4/3/19), 275 So.3d 879, 904, *writ denied*, 19-676 (La. 9/6/19), 278 So.3d 970. A trier of fact can accept or reject uncontroverted testimony in its discretion. *Jenkins v. Jenkins*, 17-1202 (La. App. 1 Cir. 4/13/18), 250 So.3d 267, 269.

On appeal, the Petras argue that they presented uncontroverted evidence of their damages, and the jury erred in not awarding the full amounts owed under the policy. While Ms. Petras testified about the damage to their property and the cost to repair or replace these items, there is no evidence to support some claims. For example, the Petras argue that the jury did not award $12,090.72 for mold "remediation and water extraction." However, there was no testimony as to the extent of the mold, the location, and the cost of remediation. The Petras did not introduce any pictures of damage to the inside of the home.

Concerning the loss of personal property, Ms. Petras testified about items lost from their closet, yet the only photographs of lost items shown were of one dress, one shirt, and two pairs of shoes. In addition, she introduced pictures of the closet, presumably taken in 2024, depicting the closet filled with numerous items of clothing and dozens of pairs of shoes. To support her testimony regarding the loss of food in the refrigerator and freezer, the plaintiffs introduced pictures of food in these appliances from 2024. The Petras introduced correspondence from SFI informing them of their duty to "retain any evidence and/or damaged property being claimed" and that the failure to preserve items or throw them away without the insurer's consent may reduce the payment to the policyholder. In addition, the TSI estimate that the Petras received from SFI shows no loss of personal property.

Although the Petras claim the entire fence needed replacing, the pictures submitted by them, taken soon after the hurricane, show that portions of the fence are still standing. The testimony of the fencing contractor indicates that the newly installed fence was an upgrade from the original fence in that the new fence had wooden posts, as opposed to metal poles, a mud board running the entire fence length, and caps on the top of the fence.

Further, the Petras did not introduce any evidence that they submitted additional estimates to SFI or LIGA regarding repairs to the Property. The Petras introduced a check from SFI made out to them and a roofing contractor other than the one that repaired the roof. Ms. Petras testified that SFI did not comply with her request to reissue the check but did not introduce any evidence of any communication between SFI and the Petras regarding this check or roofing estimates from other contractors. There is no evidence that the Petras submitted proof of their losses to SFI or LIGA. While the TSI report states that there were water spots on the ceiling in five rooms, there were no pictures of interior damage. Mr. LeBlanc, testified that there was no damage to the insulation in the attic.

On appeal, the Petras argue that the defense failed to introduce any evidence to rebut the exclusion of their claims under the insurance policy. However, the record does not indicate that the defendant claimed an exclusion for any portion of the Petras' claims. Instead, the dispute at trial was over the extent of the damage to the Petras' property and the cost to repair. The Petras bore the burden to prove every element of their claim by a preponderance of the evidence. Our record review indicates that the jury rejected some of the testimony of the Petras and their witnesses, which was within its discretion as the trier of fact. Thus, the record supports the jury's determination that the Petras failed to prove Hurricane Ida caused all the claimed damages. Accordingly, we find no manifest error in the jury's award.

Denial of Motions for JNOV and New Trial

The Petras' assignments of errors seven, eight, nine, and ten relate to the trial court's denial of their Motion for JNOV.

The Petras contend that the trial court erred in denying their Motion for JNOV because LIGA did not refute the evidence presented, and the evidence points "strongly and overwhelmingly in favor of increasing Plaintiffs' general damages, as reasonable persons could not arrive at a contrary verdict." The Petras requested the entry of a JNOV, and that the damages award be increased to $139,671.77.

The law warrants the entry of a JNOV when the facts and reasonable inferences point so strongly and overwhelmingly in favor of the moving party that the court believes that reasonable jurors could not arrive at a contrary verdict, not merely where there is a preponderance of evidence for the mover. *Davis v. Wal-Mart Stores, Inc.*, 00-445 (La. 11/28/00), 774 So.2d 84, 89. When the trial court denies a motion for JNOV, the appellate court reviews the record to determine whether there is a legal error or whether the trier of fact committed a manifest

error. *Barnett v. Woodburn*, 20-0675 (La. App. 1 Cir. 4/16/21), 324 So.3d 641, 650.

As discussed above, we do not find that the evidence presented is overwhelmingly in favor of the Petras and that reasonable jurors could not arrive at a contrary verdict. The Petras did not show submission of adequate proof of claims to SFI or LIGA for claimed damages. There is a lack of evidence for the full extent of damages claimed by the Petras, including but not limited to the loss of personal property, the claim for mold remediation, and the claim for full reimbursement for replacement of the fence. In addition, the Petras submitted a list of repair costs that includes "garment and soft good cleaning," but Ms. Petras testified that they could not clean moldy clothing. This list comprises drywall, framing and rough carpentry, painting, heavy equipment, packing and storage, general demolition, light fixtures, painting, and other expenses. They presented no testimony about why these items needed repairs, where they were required, or the method of calculating the amounts. Accordingly, we find no manifest error in the trial court's denial of the Petras' Motion for JNOV.

The Petras argue that the trial court erred in denying the motion for a new trial because the jury's verdict is abusively low, and erred in the exclusion of the PSA loss report.

The court shall grant a new trial when the verdict or judgment is contrary to the law and evidence, when a party discovers new evidence since the trial that he could not have obtained before or during the trial, when there was juror misconduct, or in any case where there is "good grounds," except as otherwise provided by law. La. C.C.P. arts. 1972 and 1973. The court cannot set aside a jury verdict on a motion for a new trial because the verdict is contrary to the evidence if it is supportable by any fair interpretation of the evidence. *Murray v. Windmann*, 18-530 (La. App. 5 Cir. 5/29/19), 274 So.3d 787, 794. The trial

court's discretion in ruling on a motion for a new trial is great, and its decision will not be disturbed on appeal absent an abuse of that discretion. *Dougherty v. Dougherty*, 21-0433 (La. App. 1 Cir. 3/29/22), 341 So.3d 669, 674.

As previously discussed, the evidence supports the jury's award. Further, although the Petras argue on appeal that they used "all diligent efforts to have Mr. Nabhan, the Public Adjuster who wrote the Estimated Loss Report, present at the trial of this matter," they could not do so, there is nothing in the record to support this assertion. The day after the trial court denied the admission of the PSA loss report, the Petras' counsel said she would call Mr. Nabhan in rebuttal; this prompted the defense to rest. The trial court correctly denied the Petras' attempt to submit an affidavit of Mr. Nabhan, dated after the trial's conclusion, stating why he was unable to attend the trial. Having found the jury's decision not to award the Petras the full amount of damages claimed is supported by the evidence, we find no abuse of discretion in the trial court's denial of a new trial.

**CONCLUSION**

For the preceding reasons, we affirm the trial court's June 18, 2024, and August 19, 2024, judgments.

**AFFIRMED**

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISON, JR.
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## NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **APRIL 23, 2025** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

# 24-CA-585

**E-NOTIFIED**
24TH JUDICIAL DISTRICT COURT (CLERK)
HONORABLE NANCY A. MILLER (DISTRICT JUDGE)
SHERMIN S. KHAN (APPELLANT)
FRANKLIN D. BEAHM (APPELLEE)

**MAILED**
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