

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CARL CAVALIER

CIVIL ACTION NO.: 3:21-cv-000656

VERSUS

JUDGE: JOHN W. DEGRAVELLES

**THE LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS,
ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

MOTION FOR LEAVE TO FILE COMPLAINT IN INTERVENTION

NOW INTO COURT, through undersigned counsel, come The Carver Law Firm, LLC, through James C. Carver, Trial Attorney, and the Ivey Law Firm, LLC, through Clifton J. Ivey, Trial Attorney, with the consent of Plaintiff, Carl Cavalier, who respectfully move this Honorable Court for an Order permitting them to file the attached timely Complaint in Intervention in this matter pursuant to Rule 24 of the Federal Rules of Civil Procedure and as grounds for intervention of right or permissive intervention, or both, for the following reasons to-wit:

1.

On November 30, 2022, Plaintiff, Carl Cavalier, challenged a putative settlement in this matter (R. Doc. 52). The putative settlement agreement was never signed. Upon information and belief, Jill L. Craft, Attorney at Law, Mr. Cavalier's counsel until the failure to execute the settlement agreement, withdrew as Mr. Cavalier's counsel (R. Doc 43). The Carver Law Firm, LLC and the Ivey Law Firm, LLC were enrolled as Mr. Cavalier's counsel (R. Doc. 50). Mr. Cavalier signed a contingent fee contract with The Carver Law Firm, LLC and the Ivey Law Firm, LLC (Exhibit 1).

2.

Mr. Cavalier, through The Carver Law Firm, LLC and the Ivey Law Firm, LLC, filed a Motion to Reopen the Cause and Rescind the Proposed Settlement (R. Doc. 52). Defendants filed a Motion to Enforce Settlement Agreement (R. Doc. 56). The Cause was reopened (R. Doc. 71). Jill L. Craft, Attorney at Law, LLC then Intervened in the Cause (R. Doc. 74).

3.

On May 22, 2023, the Court ruled that the settlement agreement was enforceable (R. Doc. 88). On a telephone status conference, Movers advised the Court that Plaintiff intended to seek an appeal of this ruling. The Court notified the parties that they could contact the Court for further matters in this case (R. Doc. 90).

4.

After the Court denied Mr. Cavalier's Motion to Reopen the Cause (R. Doc. 88), Mr. Cavalier asked his Counsel (The Carver Law Firm, LLC and the Ivey Law Firm, LLC) to withdraw as counsel so he could represent himself in further proceedings. Accordingly, The Carver Law Firm, LLC and the Ivey Law Firm, LLC, agreed to withdraw as Counsel (R. Doc. 91). Mr. Cavalier proceeded in this matter in Proper Person, filing a Motion for Rehearing on Ruling and Order (R. Doc. 92).

5.

While this matter is still open, Defendants maintain that there is an enforceable settlement in the matter. Therefore, because of the Contingent Fee Contract (See Exhibit 1) between Mr. Cavalier and The Carver Law Firm, LLC and the Ivey Law Firm, LLC, there remains a monetary component for which Intervenors have a property interest.

6.

On or about September 8, 2023, Movers received an email from Jill L. Craft, Attorney at Law, LLC, informing Movers that because Movers had withdrawn in this matter, they had no right to any legal fees. (See Exhibit 2.) Based on the telephone conference with Magistrate Bourgeois (R. Doc. 90), it was the understanding of the Movers that before any final action was taken, the parties (including the Movers herein) would be notified. Thus, Intervention is necessary to protect the property interest that Movers have in this matter.

7.

Movers seek to intervene in this lawsuit in order to protect their interest pursuant to a written contingency fee contract, entitled, “Contingent Fee Contract,” which is attached as Exhibit 1. Whether the settlement is finally adjudged to be enforceable or should Mr. Cavalier’s Motion for a Rehearing be granted, movers have a property interest to protect.

8.

Pursuant to Rule 24 of the Federal Rules of Civil Procedure, intervention of right, or in the alternative, of discretion, should be permitted. Intervention of right is proper when the movant has a direct, substantial, and legally protectable interest in the subject matter of the litigation; the denial of intervention could significantly impair or impede the movant’s ability to protect his interest; and the movant’s protectable interests may not be adequately represented by existing parties. *Edwards v. City of Houston*, 78 F. 3d 983, 999 (5th Cir. 1996); *New Orleans Public Service, Inc. v. United Gas Pipe Line Co.*, 732 F. 2d 452, 463 (5th Cir. 1984) (en banc). “Although the movant bears the burden of establishing its right to intervene, Rule 24 is to be liberally construed.” *Texas v. United States*, 805 F.3d 653, 656 (5th Cir. 2015). “Federal courts should allow intervention where no one would be hurt and the greater justice could be attained.” *Id.* at 657. “If the right to

intervene is not granted by some other federal statute, a party can still intervene if it satisfies the four elements of Rule 24(a)(2):

- (1) the application for intervention must be timely;
- (2) the applicant must have an interest relating to the property or transaction which is the subject of the action;
- (3) the applicant must be so situated that the disposition of the action may, as a practical matter, impair or impede his ability to protect that interest; [and]
- (4) the applicant's interest must be inadequately represented by the existing parties to the suit.” *Id.*

9.

This application was filed timely as the matter is still unresolved, and this Motion is being filed shortly after the notice from Jill L. Craft, Attorney at Law, LLC (see Exhibit 2) that Movants needed to intervene. The email from Jill L. Craft, Attorney at Law, LLC was received September 8, 2023, and this Motion is being filed on September 22, 2023.

10.

Movants have an interest relating to the Property which is the subject of the principal Action. Movants have a “direct, substantial, legally protectable interest in the proceedings” (*Edwards, supra*, 78 F.3d at 1004). In this case, Movants are entitled to legal fees pursuant to the Contingent Fee Contract between Movants and Carl Cavalier. (See Exhibit 1.) This contract was in place during the time Mr. Cavalier was seeking to rescind the Settlement.

11.

Movants are so situated that the disposition of the action may, as a practical matter, impair or impede their ability to protect their interest in the matter. Without intervention, the resolution

or disposition of the underlying action will impair Movants' ability to obtain legal fees to which they are entitled. Because Movants are no longer on the distribution list of the Court, unless they intervene, they would likely not know if or when the matter is resolved. If the settlement is final without Movants' knowledge, attorney fees may be distributed without Movants' knowledge. Thus, Movants' ability to protect their interest will be impaired or impeded.

12.

Movants' interests are inadequately represented by the existing parties. The existing parties would have no reason or motivation to protect Movants' interest in receiving the legal fees owed to them in this matter. Defendants would only be interested in paying the settlement to the Plaintiff. Plaintiff would not be motivated to assure that a part of the settlement would be paid to Movants. The other party, intervenor, Jill L. Craft, Attorney at Law, LLC, seeks to obtain all possible legal fees for itself, and has notified Movants that it does not believe Movants have any right to legal fees in this matter.

13.

In the alternative, the Court "may" permit intervention where "anyone" has a claim or defense that shares with the main action a common question of law or fact. "In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights." Fed. R. Civ. P. 24(b)(3). Permissive intervention under Rule 24(b) "is wholly discretionary with the [district] court . . . even though there is a common question of law or fact, or the requirements of Rule 24(b) are otherwise satisfied." *Kneeland v. Nat'l Collegiate Athletic Ass'n*, 806 F.2d 1285, 1289 (5th Cir. 1987). "The rule on permissive intervention 'should be liberally construed.'" *Hanover Ins. Co. v. Superior Labor Servs.*, 179 F.Supp. 3d 656, 667 (E.D. La. 2016). "Courts should also consider whether permissive

intervention will achieve judicial economy ...'[i]ntervention should generally be allowed where no one would be hurt and greater justice could be attained.'" *Hanover Ins. Co.*, 179 F.Supp. 3d at 668-669.

14.

If for any reason the Court finds Movants have not made a proper showing to intervene as a matter of right, the Movants submit they are entitled to permissive intervention for all the reasons discussed in all previous sections and include them in this section by reference.

15.

Proposed intervenors submit the facts of this matter fall within both the mandatory and permissive bases for intervention.

16.

Counsel contacted Mr. Cavalier and counsel for the defense, who have no objection to the filing of the Complaint in Intervention herein. Counsel for Jill L. Craft, Attorney at Law, LLC objects to this filing.

WHEREFORE, James C. Carver, Trial Attorney, Clifton J. Ivey, and the Law Offices of The Carver Law Firm, LLC and Ivey Law Firm, LLC, pray after due proceedings are had that they will be granted permission to file the attached Complaint in Intervention, and that they be afforded all such other relief to which they are entitled.

RESPECTFULLY SUBMITTED:

s/ James C. Carver

James C. Carver, Ph.D., J.D.

LA Bar #19514-T.A.

THE CARVER LAW FIRM, LLC

201 St. Charles Street

Baton Rouge, LA 70802

Telephone: (225) 636-2642

Facsimile: (225) 387-3198

Email: jim@thecarverlawfirm.com

-and-

s/ Clifton J. Ivey

Clifton J. Ivey, Jr., Roll No.: 28094
IVEY LAW FIRM, LLC
8748 Quarters Lake Road, 2nd Floor
Baton Rouge, Louisiana 70809
Telephone: (225) 922-9111
Facsimile: (225) 922-9121
Email: cliftonivey@att.net

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 27th day of September, 2023, a copy of the above and foregoing Motion for Leave to File Complaint in Intervention has been filed with the Clerk of Court using the CM/ECF System. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system. Notice of this filing will also be sent electronically to *pro se* Plaintiff, Carl Cavalier, at his email address of karlcavalier@yahoo.com, in accordance with the Pro Se E-Service & E-Notice Consent Form (R. Doc. 47).

Baton Rouge, Louisiana, this 27th day of September, 2023.

s/ James C. Carver

James C. Carver, Ph.D., J.D.
LA Bar #19514-T.A.
THE CARVER LAW FIRM, LLC
201 St. Charles Street
Baton Rouge, LA 70802
Telephone: (225) 636-2642
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Telephone: (225) 922-9111
Facsimile: (225) 922-9121
Email: cliftonivey@att.net

CONTINGENT FEE CONTRACT

THIS AGREEMENT is entered into on the 1st day of November, 2022, by and between Carl Cavalier, hereinafter designated as “CLIENT;” and The Ivey Law Firm, located at 8748 Quarters Lake Road 2nd Floor, Baton Rouge, LA 70809, and The Carver Law Firm, LLC, located at 201 St. Charles St., Baton Rouge, LA, 70802, hereinafter designated as “ATTORNEY,” as follows:

1. The CLIENT has retained and hereby does retain and employ ATTORNEY to act on behalf of CLIENT in pursuing appropriate legal action regarding your Civil Rights claim, in which you were previously represented by the law firm of Jill Craft.
2. In consideration of the services rendered hereunder by ATTORNEY to CLIENT, CLIENT agrees to pay the total in ATTORNEY FEES of FORTY PERCENT (40%), which of whatever shall be split among the law firms of Jill Craft, Ivey Law and Carver Law. CLIENT agrees to irrevocably grant, sell, assign and convey to ATTORNEY as compensation herein an undivided vested interest of CLIENT’s claim or demand so as to equal the above specified percentages.
3. CLIENT agrees to pay for all COSTS and EXPENSES associated with pursuing the CLAIMS referenced above, including but not limited to filing fees, Federal Express, Certified mail, deposition costs, medical costs, and expert fees. CLIENT agrees to pay such costs as they arise in a timely fashion and agrees that if all costs are not paid by CLIENT in advance, ATTORNEY may, at its sole option, deduct as its reimbursement an amount equal to such costs and expenses from any amounts paid to CLIENT as compensation.



Initial C.C

Carl Cavalier
November , 2022

4. CLIENT hereby authorizes ATTORNEY to associate other attorneys as ATTORNEY deems necessary, and to share any fees earned by ATTORNEY. ATTORNEY shall inform CLIENT if and when other attorneys are associated. The association of other attorneys will not alter the amount owed to ATTORNEY, as described above.
5. It is agreed that neither ATTORNEY nor CLIENT may, without written consent of the other, settle, compromise, release or otherwise dispose of this matter, suit or claims which form the basis of this agreement.
6. ATTORNEY is hereby granted the power to demand payment, receive payment, and give receipt for payment, and to disburse the proceeds of any such payment, retaining their fees and all unreimbursed expenses.
7. ATTORNEY shall provide a full accounting of all disbursements of funds received.
8. This CONTRACT represents the entire agreement between the parties and there are no other agreements, oral or otherwise.


Acceptance:

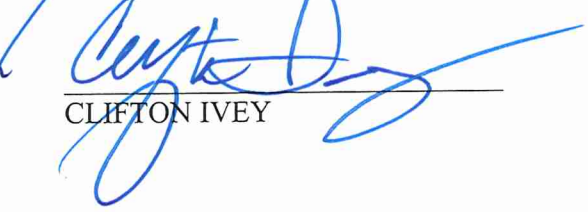
I have read this letter and understand it and agree to these terms and conditions.

Dated this 1st day of November, 2022.

By: 

CARL CAVALIER



JAMES C. CARVER


CLIFTON IVEY

Rebecca Landry

From: Jill Craft <jcraft@craftlaw.net>
Sent: Friday, September 8, 2023 12:11 PM
To: James Carver
Cc: Stacy Campbell; Brett Conrad; cliftonivey@att.net; Carl Cavalier
Subject: RE: Attached

Your understanding is entirely incorrect. The Intervention will proceed as filed and I do not believe you are a party.

Jill

From: James Carver <Jim@thecarverlawfirm.com>
Sent: Friday, September 8, 2023 11:14 AM
To: Jill Craft <jcraft@craftlaw.net>
Cc: Stacy Campbell <scampbell@craftlaw.net>; Brett Conrad <bconrad@craftlaw.net>; cliftonivey@att.net; Carl Cavalier <karlcavalier@yahoo.com>
Subject: RE: Attached

Ms. Craft.

Thank you for your email. We will need to discuss this matter further as we understand that Mr. Cavalier paid your firm for all of the legal services your firm rendered to him in this matter prior to the medication (and your contingent fee contract). Thus, it is our position that we are entitled to a portion of any contingent fee paid. We suggest we put this matter before the Court.

Regards,

Jim

James C. Carver, PhD
TheCarver Law Firm
201 St. Charles St.
Baton Rouge, LA 70802

Registered Patent Attorney
Fellow of the Louisiana Bar Foundation
Fellow of the American Chemical Society

O: 225.636.2642
C: 225.954.1950
F: 225.387.3198

From: Jill Craft <jcraft@craftlaw.net>
Sent: Friday, September 8, 2023 10:55 AM
To: cliftonivey@att.net; James Carver <Jim@thecarverlawfirm.com>; Carl Cavalier <karlcavalier@yahoo.com>
Cc: Stacy Campbell <scampbell@craftlaw.net>; Brett Conrad <bconrad@craftlaw.net>
Subject: Attached

Mr. Ivey and Mr. Carver,



Attached is a letter received by my office from Mr. Cavalier. You both previously represented to the Court you were claiming some sort of entitlement or portion of earned fees on the settlement. You thereafter withdrew from representation; hence, I am also copying Mr. Cavalier.

The purpose of this communication is to elicit from each of you your position regarding the \$80,000.00 in fees owed from the underlying settlement. Our position, in line with the existing case law, is that the fees were earned upon acceptance of the offer which preceded your involvement in this matter.

Please advise.

Jil

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CARL CAVALIER

CIVIL ACTION NO.: 3:21-cv-000656

VERSUS

JUDGE: JOHN W. DEGRAVELLES

**THE LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS,
ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

ORDER

Upon consideration of the above and foregoing, the record of these proceedings, and the law;

IT IS ORDERED that The Carver Law Firm, LLC and Ivey Law Firm, LLC be and are hereby permitted to file the attached Complaint in Intervention.

Baton Rouge, Louisiana, this ____ day of _____, 2023.

Honorable John W. deGravelles
United States District Judge

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CARL CAVALIER

CIVIL ACTION NO.: 3:21-cv-000656

VERSUS

JUDGE: JOHN W. DEGRAVELLES

**THE LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS,
ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

COMPLAINT IN INTERVENTION

NOW INTO COURT, through undersigned counsel, come The Carver Law Firm, LLC, through James C. Carver, Trial Attorney, and the Ivey Law Firm, LLC, through Clifton J. Ivey, Trial Attorney, who respectfully move to intervene in the above-captioned action pursuant to Rule 24 of the Federal Rules of Civil Procedure, and who respectfully submit:

1.

Intervenors, The Carver Law Firm, LLC, comprised of attorney James C. Carver, and the Ivey Law Firm, LLC, comprised of attorney Clifton J. Ivey, both are Louisiana Limited Liability Companies, domiciled in Baton Rouge, Louisiana. (See Exhibit "A".) Mr. Carver and Mr. Ivey represented Mr. Carl Cavalier in his Motion to Reopen the Cause and Rescind the Proposed Settlement in the underlying matter.

2.

Jurisdiction is found in this matter pursuant to 28 U.S.C. §1367(a) as the matter in intervention is directly related to original jurisdiction in the underlying cause, which was pursuant to 28 U.S.C. § 1331 (federal question) and is part of the same case and controversy under Article III of the US Constitution.

3.

Made parties in intervention are the parties to the original matter, the State of Louisiana, Department of Public Safety and Corrections, Office of State Police, Lamar Davis, individually and in his official capacity, Carl Cavalier, and intervenor, Jill L. Craft, Attorney at Law, LLC.

4.

Initially, Mr. Cavalier was represented by Jill L. Craft, Attorney at Law, LLC on an hourly basis, pursuant to which, Mr. Cavalier paid for all legal work done before the Mediation, conducted by Magistrate Judge Bourgeois. Upon information and belief, on the eve of the referenced Mediation, Mr. Cavalier agreed to a contingent fee contract with Jill L. Craft. Shortly after the Mediation, Mr. Cavalier refused to sign the settlement agreement, at which time Ms. Craft withdrew as counsel for Mr. Cavalier. Shortly after Ms. Craft withdrew as counsel, Mr. Cavalier retained Mr. Carver and Mr. Ivey pursuant to a written Contingent Fee Contract, attached as Exhibit "1" to the foregoing Motion for Leave to File Complaint in Intervention.

5.

Pursuant to the written Contingent Fee Contract between Mr. Cavalier and attorneys Carver and Ivey, Intervenors are entitled to a privilege over the settlement proceeds of Mr. Cavalier's claims, or in the alternative, a privilege confirmed in quantum merit based on legal work done for Mr. Cavalier.

6.

Intervenors' accounting for time and expenses incurred during their representation of Mr. Cavalier totals \$39,500.

7.

Intervenors are entitled to a portion of any final settlement payment, and intervention is

required to protect that interest.

WHEREFORE, Intervenor, The Carver Law Firm, LLC, through James C. Carver, and the Ivey Law Firm, LLC, through Clifton J. Ivey, pray that after due proceedings are had, that they are entitled to a lien and privilege pursuant to the Contingent Fee Contract or amounts to be awarded in this matter in accordance with the law and equity, and all other such relief to which Intervenor is entitled at law or equity.

RESPECTFULLY SUBMITTED:

s/ James C. Carver

James C. Carver, Ph.D., J.D.

LA Bar #19514-T.A.

THE CARVER LAW FIRM, LLC

201 St. Charles Street

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Email: jim@thecarverlawfirm.com

-and-

s/ Clifton J. Ivey

Clifton J. Ivey, Jr., Roll No.: 28094

IVEY LAW FIRM, LLC

8748 Quarters Lake Road, 2nd Floor

Baton Rouge, Louisiana 70809

Telephone: (225) 922-9111

Facsimile: (225) 922-9121

Email: cliftonivey@att.net

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 27th day of September, 2023, a copy of the above and foregoing Complaint in Intervention has been filed with the Clerk of Court using the CM/ECF System. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system. Notice of this filing will also be sent electronically to *pro se* Plaintiff, Carl Cavalier, at his email address of karlcavalier@yahoo.com, in accordance with the Pro Se E-Service & E-Notice Consent Form (R. Doc. 47).

Baton Rouge, Louisiana, this 27th day of September, 2023.

s/ James C. Carver
James C. Carver, Ph.D., J.D.
LA Bar #19514-T.A.
THE CARVER LAW FIRM, LLC
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Baton Rouge, LA 70802
Telephone: (225) 636-2642
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-and-

s/ Clifton J. Ivey
Clifton J. Ivey, Jr., Roll No.: 28094
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Email: cliftonivey@att.net



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Name	Type	City	Status
THE CARVER LAW FIRM, LLC	Limited Liability Company	BATON ROUGE	Active

Previous Names

Business: THE CARVER LAW FIRM, LLC

Charter Number: 40522313K

Registration Date: 5/26/2011

Domicile Address

6865 S. FIELDGATE COURT
BATON ROUGE, LA 70808

Mailing Address

C/O JAMES C. CARVER
6865 S. FIELDGATE COURT
BATON ROUGE, LA 70808

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 5/26/2011

Last Report Filed: 9/22/2023

Type: Limited Liability Company

Registered Agent(s)

Agent:	JAMES C. CARVER
Address 1:	6865 S. FIELDGATE COURT
City, State, Zip:	BATON ROUGE, LA 70808
Appointment Date:	5/26/2011

Officer(s)

Additional Officers: No

Officer:	JAMES C. CARVER
Title:	Manager, Member
Address 1:	6865 S. FIELDGATE COURT
City, State, Zip:	BATON ROUGE, LA 70808

Amendments on File

No Amendments on file

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Name	Type	City	Status
IVEY LAW FIRM, LLC	Limited Liability Company	BATON ROUGE	Active

Previous Names

Business: IVEY LAW FIRM, LLC
Charter Number: 36107553K
Registration Date: 1/30/2006

Domicile Address

8748 QUARTERS LAKE RD., SECOND FLOOR
 BATON ROUGE, LA 70809

Mailing Address

C/O CLIFTON J. IVEY, JR.
 8748 QUARTERS LAKE RD., SECOND FLOOR
 BATON ROUGE, LA 70809

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 1/30/2006
Last Report Filed: 6/2/2023
Type: Limited Liability Company

Registered Agent(s)

Agent:	CLIFTON J. IVEY, JR.
Address 1:	8748 QUARTERS LAKE RD., SECOND FLOOR
City, State, Zip:	BATON ROUGE, LA 70809
Appointment Date:	1/30/2006

Officer(s)

Additional Officers: No

Officer:	CLIFTON IVEY, JR.
Title:	Manager, Member
Address 1:	8748 QUARTERS LAKE RD., SECOND
City, State, Zip:	BATON ROUGE, LA 70809

Amendments on File

No Amendments on file

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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CARL CAVALIER

CIVIL ACTION NO.: 3:21-cv-000656

VERSUS

JUDGE: JOHN W. DEGRAVELLES

**THE LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS,
ET AL.**

**MAGISTRATE JUDGE: RICHARD L.
BOURGEOIS, JR.**

CORPORATE DISCLOSURE STATEMENT

NOW INTO COURT, come Movers in Intervention, The Carver Law Firm, LLC and Ivey Law Firm, LLC, which pursuant to Fed.R.Civ.P. Rule 7.1(a)(1), hereby file their Corporate Disclosure Statement as follows:

1. The Carver Law Firm, LLC is a Louisiana limited liability corporation.
2. The Carver Law Firm, LLC consists of manager/member James C Carver.
3. There is no parent corporation or any publicly held corporation owning 10% or more of stock in The Carver Law Firm, LLC.
4. Ivey Law Firm, LLC is a Louisiana limited liability corporation.
5. Ivey Law Firm, LLC consists of manager/member Clifton J. Ivey, Jr.
6. There is no parent corporation or any publicly held corporation owning 10% or more of stock in Ivey Law Firm, LLC.

RESPECTFULLY SUBMITTED:

s/ James C. Carver

James C. Carver, Ph.D., J.D.

LA Bar #19514-T.A.

THE CARVER LAW FIRM, LLC

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-and-

s/ Clifton J. Ivey

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The undersigned hereby certifies that on this 27th day of September, 2023, a copy of the above and foregoing Corporate Disclosure Statement has been filed with the Clerk of Court using the CM/ECF System. Notice of this filing will be sent to all counsel of record by operation of the Court's electronic filing system. Notice of this filing will also be sent electronically to *pro se* Plaintiff, Carl Cavalier, at his email address of karlcavalier@yahoo.com, in accordance with the Pro Se E-Service & E-Notice Consent Form (R. Doc. 47).

Baton Rouge, Louisiana, this 27th day of September, 2023.

s/ James C. Carver

James C. Carver, Ph.D., J.D.
LA Bar #19514-T.A.
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-and-

s/ Clifton J. Ivey

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