

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION

SECURITIES AND EXCHANGE  
COMMISSION

Plaintiff

v.

ARTHUR LAMAR ADAMS AND  
MADISON TIMBER PROPERTIES, LLC

Defendants.

Case No. 3:18-cv-252

Hon. Carlton W. Reeves, District Judge  
Hon. F. Keith Ball, Magistrate Judge

**MUTUAL OF OMAHA INSURANCE COMPANY AND MUTUAL OF OMAHA  
INVESTOR SERVICES, INC.’S JOINDER IN COMMENT AND CONDITIONAL  
OBJECTION OF BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ  
P.C. TO MOTION FOR APPROVAL OF PROPOSED SETTLEMENT AND JOINDER  
IN OBJECTION AND COMMENT TO BUTLER NOW SETTLEMENT AND ORDER  
OF BANKPLUS AND BANKPLUS WEALTH MANAGEMENT LLC**

Mutual of Omaha Insurance Company and Mutual of Omaha Investor Services, Inc. (“hereinafter collectively “Mutual”) hereby join in Comment and Conditional Objection of Baker Donelson, Bearman, Caldwell & Berkowitz P.C. to Motion for Approval of Proposed Settlement [Dkt. #230] and join in Objection and Comment to Butler Snow Settlement and Order of BankPlus and BankPlus Wealth Management LLC [Dkt. # 233]:

1. Mutual does not object to the proposed settlement between the Receiver and the Butler Snow Parties in principle. However, it objects to language contained in the proposed order.

2. For its objections to said order, Mutual hereby joins in the Comment and Conditional objections filed by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC [Dkt. #230]. Mutual is a defendant in *Mills v. BankPlus, et al.*; In the United States District Court for the Southern District of Mississippi, Northern Division; Civil Action No.: 3:19-CV-00196. Mutual

is in agreement with Baker Donelson’s rationale for deleting paragraph 4 of the proposed order as said also rationale pertains to Mutual. Mutual also concurs with Baker Donelson’s proposed modifications of paragraph 13 of the proposed order. In other words the proposed order should be written in such a manner that it is clear the order pertains only to the Receiver’s claims against the Butler Snow Parties and not to any defendant in any other action. Like Baker Donelson, the claims against Mutual are different than the claims against the Butler Snow Parties and even the claims against Baker Donelson. For example, in the Receiver’s claims in her Amended Complaint against Mutual, she does not claim to have secured assignments from investors to pursue any claims they may have against Mutual. *See Isaiah v. JPMorgan Chase Bank*, 960 F.3d 1296, 1303 (11th Cir. 2020)(rejecting argument by receiver because “we can find no such allegation in Isaiah’s complaint.”).

3. Mutual also joins in BankPlus and BankPlus Wealth Management LLC’s objection and comment to Butler Snow settlement and order. [Dkt. # 233]

THIS, the 18th day of February, 2021.

Respectfully submitted,

**MUTUAL OF OMAHA INSURANCE  
COMPANY AND MUTUAL OF OMAHA  
INVESTOR SERVICES, INC.**

*s/ Kelly D. Simpkins*  
Kelly D. Simpkins (MSB #9028)  
Their Attorney

**OF COUNSEL**

**WELLS MARBLE & HURST, PLLC**

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**CERTIFICATE OF SERVICE**

I, Kelly D. Simpkins, hereby certify that I electronically filed the foregoing with the Clerk of Court using the ECF system which sent notification of filing to all counsel of record.

THIS, the 18th day, of February, 2021.

*s/ Kelly D. Simpkins*  
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Kelly D. Simpkins

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