PLAINTIFF’S FACTUAL STATEMENT

AND SUPPORTING AUTHORITIES

THE MISSISSIPPI STORAGE-UNIT ADDRESS
AND ACCOUNT-OPENING TRANSACTION

Public Website Edition

Prepared as a professional presentation of Plaintiff’s allegations, claimed evidence, and cited Mississippi authorities.

PUBLICATION NOTICE

This document presents one party’s allegations and legal arguments. It does not state that any allegation has been proven or adjudicated.

DOCUMENT PURPOSE AND SCOPE

IMPORTANT CONTEXT

This website edition is written in neutral legal language. Disputed facts are identified as allegations or contentions. Quoted statements are attributed to Plaintiff's account of the audio recording. The authorities are presented for the limited legal propositions described below and should be reviewed in the context of the complete opinions.

EXECUTIVE SUMMARY

1. Plaintiff contends that he entered a Mississippi bank as a stranded traveler seeking emergency funds to return home, not as a person intending to establish Mississippi residency. He alleges that the teller—not Plaintiff—originated the proposal to use a Mississippi storage-unit address in connection with the new account.

2. Plaintiff further alleges that the teller made two related representations: first, that he was required to open a bank account before he could apply for the requested emergency loan; and second, that he was required to obtain and produce a storage-unit rental agreement to continue the account-opening process.

3. Plaintiff maintains that he repeatedly instructed the teller to use the Beverly Hills, California address shown on his driver's license, or alternatively a Colorado address, and that the complete audio recording documents those requests.

4. The central factual issue is whether Plaintiff's production of the storage agreement constituted knowing authorization to use the storage facility as his primary residential address, or whether it reflected compliance with the teller's instructions while Plaintiff continued to request the use of his California address.

5. Plaintiff relies on the complete audio recording, account-opening documents, customer profile, signature card, debit-card records, bank policies, loan records, storage records, travel records, medical records, and related communications.

I. PRELIMINARY STATEMENT

6. This dispute concerns whether a stranded and medically vulnerable traveler was directed to use a Mississippi storage-unit address as the primary address associated with his bank account, despite repeatedly requesting that the bank use the Beverly Hills, California address displayed on his driver's license.

7. Plaintiff alleges that the proposal to use the Mississippi storage address originated with the teller. He denies that he requested the storage facility be treated as his residence, mailing address, or primary bank address.

8. Plaintiff does not contend that requiring a deposit account in connection with a loan is unlawful in every circumstance. His allegation is narrower: he contends that the teller falsely or misleadingly represented that opening the account was a mandatory prerequisite to submitting the requested loan application and used that representation to induce him to enter the deposit-account agreement.

9. Plaintiff further contends that the teller then represented that obtaining the storage agreement was necessary to continue the account-opening process, thereby inducing him to enter a second, separate agreement.

II. FACTUAL BACKGROUND

A. Plaintiff’s Status as a Stranded Traveler

10. At the time of the transaction, Plaintiff had traveled approximately 5,000 miles from Beverly Hills, California, to Alabama. His recreational vehicle became disabled in Mississippi while he was attempting to return to Colorado, leaving him approximately 2,000 miles from home.

11. Plaintiff alleges that he was under active medical care and experiencing chronic fatigue, gastrointestinal illness, anxiety, depression, and a painful pancreatic cyst. He further alleges that he had received emergency-room treatment in Colorado approximately one week earlier and was taking prescribed medication.

12. Before entering the bank, Plaintiff had unsuccessfully sought emergency financial assistance from family members, friends, attorneys, physicians, his existing bank, a local church, and a title-loan business. Plaintiff alleges that the bank represented his final practical opportunity to obtain sufficient funds to return home.

13. Plaintiff maintains that audio recordings made at the local church and title-loan business two days earlier document substantially similar requests for assistance to return home, which he contends corroborate his temporary-traveler status before he entered the bank.

B. Origin of the Mississippi Storage Address

14. Throughout the recorded bank conversation, Plaintiff repeatedly described himself as having “just gotten here.” He alleges that he never stated that he was moving to Mississippi, intended to establish Mississippi residency, or wanted a Mississippi address associated with his account.

15. Instead, Plaintiff repeatedly referred to his California driver’s license and his existing banking relationships in California and Colorado. He also asked whether the bank operated in California or Colorado and suggested that the teller verify his identity through his existing banks.

16. Plaintiff alleges that the teller nevertheless directed the conversation toward local residency, utilities, mailing practices, insurance, and other matters commonly associated with establishing residence. Plaintiff contends that he did not introduce those topics and that the teller did not clearly ask whether he was temporarily stranded or permanently relocating.

17. Plaintiff states that he mentioned renting a storage unit solely because he needed a secure location for his disabled recreational vehicle and personal belongings while arranging transportation home.

18. According to Plaintiff, the teller was the first person to propose using the storage facility’s address in connection with the bank account. The teller then instructed Plaintiff to obtain a copy of the storage-unit rental agreement and allegedly represented that the document was necessary to continue the account-opening process.

C. Plaintiff's Instructions and the Teller's Assurances

19. Plaintiff alleges that he repeatedly instructed the teller to use the Beverly Hills, California address displayed on his driver's license or, alternatively, his Colorado address. He contends that those requests were not followed.

20. After obtaining the storage agreement, Plaintiff again requested that the teller use his Beverly Hills address. The teller allegedly responded, "Oh, I will," and "I definitely will." Plaintiff states that he understood those assurances to mean that his California address—not the storage-unit address—would be associated with the account as the primary address.

21. Plaintiff later discovered that the California address had apparently been used for debit-card mailing purposes, while the Mississippi storage address was entered as the primary address associated with the account.

22. Plaintiff alleges that the two-address arrangement was inconsistent with his repeated recorded instructions and with the teller's assurances.

III. OBJECTIVE INDICATORS OF PLAINTIFF'S INTENT

23. Plaintiff identifies the following facts as evidence that he did not intend to establish permanent Mississippi residency:

1. Upon entering the bank, Plaintiff explained that he was seeking an emergency loan so that he could return home.
2. Two days earlier, Plaintiff had made substantially similar requests for emergency assistance at a local title-loan business and a local church.
3. Bank personnel allegedly informed Plaintiff that he was required to open a bank account before he could apply for the requested loan.
4. Plaintiff opened the account and submitted a loan application, which was denied.
5. Plaintiff stated that he did not wish to open an unnecessary account and requested that, if an account had to be opened, the bank use the Beverly Hills address shown on his California driver's license.
6. Plaintiff asked whether the bank operated in California or Colorado.
7. Plaintiff suggested that the teller verify his identity through his existing banks.
8. Plaintiff repeatedly referenced his California driver's license and his California and Colorado banking relationships.
9. The teller knew, according to Plaintiff, that he was a stranded traveler seeking funds to return home.
10. Plaintiff repeatedly described himself as a traveler who had "just gotten here," rather than as a person who had moved to Mississippi.

24. Plaintiff contends that these statements and actions are inconsistent with an intention to establish permanent residency in Mississippi.

25. Plaintiff further contends that the complete audio recording corroborates his account by showing that he repeatedly requested the use of his California address while the teller continued to propose and pursue the use of the Mississippi storage-unit address.

IV. TWO INTERRELATED ACTS OF ALLEGED FRAUDULENT INDUCEMENT

26. Plaintiff alleges two interrelated and sequential acts of fraudulent inducement arising from the same account-opening transaction.

27. First, Plaintiff alleges that Defendant induced him to enter into the deposit-account agreement by representing that opening an account was required before he would be permitted to apply for the requested emergency loan.

28. Second, Plaintiff alleges that Defendant induced him to enter into the storage-unit rental agreement by representing that obtaining and presenting that agreement was necessary to continue the bank account-opening process.

29. Plaintiff alleges that these representations were related components of a coordinated, two-step course of deceptive conduct. The first representation allegedly caused Plaintiff to begin the account-opening process; the second allegedly caused him to obtain a separate storage agreement that was later used to support placement of the Mississippi storage address on the bank account.

30. Plaintiff contends that the circumstances surrounding each transaction corroborate the other and demonstrate a continuing course of conduct rather than two unrelated events.

31. Plaintiff alleges that he relied on the teller's professional role and apparent authority while physically ill, exhausted, financially distressed, and far from home. He contends that those circumstances made him unusually dependent on the teller's instructions.

32. According to Plaintiff, the teller referred to "thinking outside the box" and characterized her approach as "Southern hospitality." Plaintiff contends that the teller's statements, demeanor, and gestures communicated that compliance was required if he wished to continue the account-opening and loan-application process.

33. Plaintiff alleges that he experienced significant fear and distress because obtaining funds was, in his view, necessary to return to his medical providers and family. This allegation is presented as Plaintiff's account of his mental and physical condition; it is not stated as an adjudicated fact.

V. DOCUMENTARY AND AUDIO EVIDENCE

34. Plaintiff maintains that the complete audio recording, together with the account-opening documents, customer profile, signature card, debit-card records, applicable bank policies, travel records, medical records, loan records, storage records, and related communications, will demonstrate the following:

1. Plaintiff never represented that he was moving to Mississippi.
2. Plaintiff repeatedly requested that his California address be used.
3. The proposal to use the Mississippi storage-unit address originated with the teller.
4. Plaintiff obtained the storage agreement only after the teller instructed him to do so.
5. Plaintiff produced the storage agreement because the teller represented that it was necessary to continue the account-opening process.
6. Plaintiff did not knowingly authorize the storage-unit address to become the primary residential address associated with his bank account.
7. The account records did not accurately reflect Plaintiff's expressed instructions or intentions.

35. Plaintiff further contends that his medical condition, physical exhaustion, financial distress, and lack of reasonable alternatives are relevant to whether his reliance on the teller's representations was reasonable under the circumstances.

36. Whether the teller's representations were false or misleading, whether Plaintiff's reliance was justified, whether Plaintiff knowingly authorized use of the storage address, and whether the bank's records accurately reflected Plaintiff's instructions are factual questions that Plaintiff contends should be resolved through the recordings, documents, and witness testimony.

VI. POINTS AND AUTHORITIES

A. Intent and Mutual Assent Must Be Determined from the Complete Circumstances

37. Mississippi law recognizes that mutual assent and contractual intent are determined from the parties' words, acts, outward expressions, and the surrounding circumstances. In Mississippi Rice Growers Association v. Pigott, the Mississippi Supreme Court explained that assent may be manifested by written or spoken words, acts, or conduct, and that the court must seek the parties' common intention in light of the circumstances. 191 So. 2d 399, 403 (Miss. 1966).

38. Parish Transport LLC v. Jordan Carriers Inc. likewise confirms that whether a person intended to adopt or accept a writing may present a question of fact. 327 So. 3d 45 (Miss. 2021). Although Parish Transport concerned electronic signatures, its relevance here is limited to the broader principle that intent to adopt a writing must be determined from evidence of present intent and surrounding circumstances.

39. Gray v. Johnson illustrates that, when a bank record contains ambiguity concerning a customer's intent, Mississippi courts may consider relevant extrinsic evidence, including oral instructions, the customer's review of the document, prior conduct, and witness testimony. 382 So. 3d 545 (Miss. Ct. App. 2024). Gray involved a certificate-of-deposit beneficiary designation and does not establish a rule specific to residential addresses; it is cited only as an illustration of a court examining the complete evidentiary record to determine intent.

B. Producing the Storage Agreement Did Not, Standing Alone, Establish Knowing Authorization

40. Applying those principles, Plaintiff's act of obtaining and producing the storage-unit agreement at the teller's direction did not, standing alone, conclusively establish that he knowingly intended or authorized Defendant to designate the storage facility as his primary residential address.

41. Plaintiff alleges that he produced the agreement for a limited purpose: because the teller represented that it was necessary to continue the account-opening and loan-application process. He further alleges that he repeatedly gave contrary oral instructions directing the teller to use his California address.

42. Accordingly, Plaintiff contends that the storage agreement, the recorded oral instructions, the teller's responses, the account-opening documents, and the surrounding circumstances must be considered together. The storage agreement may constitute evidence, but Plaintiff argues that it is not conclusive proof of informed authorization to use the storage address as his primary residence.

C. Fraudulent Inducement Under Mississippi Law

43. Fraud in the inducement arises when a party knowingly makes a fraudulent misrepresentation for the purpose of inducing another person to enter into a contract. Lacy v. Morrison, 906 So. 2d 126, 129 (Miss. Ct. App. 2004).

44. Mississippi requires proof by clear and convincing evidence of the traditional fraud elements, including a material false representation, knowledge of falsity or ignorance of the truth, intent that the representation be acted upon, the hearer's ignorance of falsity, reliance, a right to rely, and resulting injury. Spragins v. Sunburst Bank, 605 So. 2d 777, 780-81 (Miss. 1992).

45. Plaintiff therefore must prove more than the existence of the two agreements. He must establish the specific representations made, their falsity and materiality, the teller's knowledge or reckless disregard, an intent to induce action, Plaintiff's reasonable reliance, and resulting damages.

46. Plaintiff's theory is not that opening a bank account in connection with a loan is inherently unlawful. Rather, he alleges that the teller falsely represented that opening this account was a mandatory prerequisite to submitting the requested application and thereafter used the account-opening process to direct him into obtaining a separate storage agreement.

VII. SUBSEQUENT SIGNIFICANCE OF THE ADDRESS

47. Plaintiff alleges that the account-opening events later became significant because law-enforcement authorities relied on the Mississippi address entered by the bank when evaluating his presence or status in Mississippi.

48. Plaintiff maintains that any subsequent reliance on the address should be evaluated in light of the complete evidentiary record, including the audio recordings, bank records, travel records, medical records, loan records, storage documents, and law-enforcement communications.

49. This document does not determine the legal effect of any later law-enforcement action. It states only Plaintiff's contention that the origin, authorization, and accuracy of the bank address became material to later events.

VIII. CONCLUSION

50. Plaintiff's position is that he entered the bank as a stranded traveler seeking emergency financial assistance so that he could return home. He alleges that he repeatedly identified himself as a temporary traveler, repeatedly requested that his California address be used, and relied on the teller's instructions and assurances while medically and financially vulnerable.

51. Plaintiff alleges that the teller—not Plaintiff—originated the proposal to use the Mississippi storage-unit address. He further alleges that the teller induced him first to open a bank account and then to obtain a storage agreement by representing that both actions were required to pursue the requested emergency loan.

52. Plaintiff maintains that the complete evidentiary record—not assumptions drawn from his production of a single document—should determine whether he knowingly authorized the storage address and whether the bank's records accurately reflected the transaction.

AUTHORITIES CITED

Mississippi Rice Growers Association v. Pigott, 191 So. 2d 399, 403 (Miss. 1966). Mutual assent and contractual intent may be determined from the parties’ words, acts, outward expressions, and surrounding circumstances.

Parish Transport LLC v. Jordan Carriers Inc., 327 So. 3d 45 (Miss. 2021). Intent to adopt or accept a writing may present a factual question; cited here only for that general intent principle.

Gray v. Johnson, 382 So. 3d 545 (Miss. Ct. App. 2024). Where a bank document created ambiguity, the court considered extrinsic evidence to determine the customer’s intent.

Lacy v. Morrison, 906 So. 2d 126, 129 (Miss. Ct. App. 2004). Defines fraud in the inducement and identifies the traditional elements of fraud.

Spragins v. Sunburst Bank, 605 So. 2d 777, 780-81 (Miss. 1992). States the elements of fraudulent misrepresentation and the clear-and-convincing-evidence standard.

EDITORIAL AND LEGAL ACCURACY NOTE

This edition removes inflammatory wording, corrects grammar and structure, and limits each cited authority to the proposition supported by the opinion. The prior citation to “Manhattan Nursing & Rehabilitation Center, LLC v. Simmons, 2 So. 3d 1265” was not retained because the reporter citation did not match the referenced Mississippi opinion. No conclusion is offered regarding the ultimate merits of Plaintiff’s claims.

END OF PUBLIC WEBSITE EDITION