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April 18, 2024

VIA E-SERVICE & EMAIL

Grant E. Adami, III
ADAMI, SHEFFIELD, P.C.
9311 San Pedro #900
San Antonio, Texas 78216

Leonard W. Flint ([Via email to lflint73@gmail.com](mailto:lflint73@gmail.com))
9407 Anderson Way
Converse, TX 78109

Guadalupe County District Clerk ([Via Efile](#))
Seguin, Texas

Re: *Leonard Wayne Flint et al v. KRIPPCO Enterprises Inc. et al*
Cause No. 19-1435-CV-C; 25th Judicial District Court, Guadalupe County, Texas
Claim No. 80 PC 000000032083
Our File No. 202534

NOTICE OF ATTORNEY LIEN

Dear Mr. Adami, Mr. Flint and the Clerk of the Court:

This letter will serve as notice to all concerned, including Insurance Company, of my law firm's claim of an attorney lien and interest in the settlement proceeds of Mr. Leonard Wayne Flint and Sanjasce Flint, plaintiffs in the above-referenced cause. As you are aware from our recent filing of a motion to withdraw, irreconcilable differences have arisen between Mr. Leonard Flint and my law firm, and my firm is seeking to withdraw from representing him for reasons that I will share to the extent required by the court. My firm has advanced case expenses to Mr. Leonard Flint in the sum of \$14,073.25. **We claim an attorney lien on any settlement with him for priority reimbursement of these case expenses in the amount of \$14,073.25.** We further claim an attorney lien for the quantum meruit value of our legal work expended on the case, or the sum of 15% of any settlement, whichever is greater. Currently, our quantum meruit value exceeds the sum of \$22,500 so therefore **please record our attorney's lien for reasonable attorney's fees in the amount of \$22,500 at this time.**

Additionally, prior to my firm's representation, Mr. Leonard Flint entered into several agreements to repay monies out of the proceeds of any settlement of this case to third parties. He has borrowed money from PS Finance Associates II, LLC, secured by the proceeds of any settlement from this case. He has also given assignments of benefits or letters of protection to several medical providers to whom he has a legal obligation to repay out of this settlement proceeds. My firm was not involved in these, but as lawyers with knowledge of

Mr. Grant E. Adami, III
Mr. Leonard W. Flint
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them, we have an ethical obligation to protect them, and we could be potentially liable if we deliberately fail to do so.

Finally, there is one unpaid case expense bill in the amount of \$795.85 that is owed to an expert witness. My firm is currently seeking a waiver of that bill, but if it is not waived, we request that it be included in the attorney lien for reimbursement of case expenses.

For all these reasons, I ask that all concerned parties accept this letter as notice of encumbrance upon any settlement proceeds in Mr. Leonard Flint's case. If the funds are deposited into the registry of the court, please provide me notice so that appropriate steps can be taken. Please do not issue a full and final settlement check exclusively to Mr. Leonard Flint in abrogation of these other competing financial interests, unless it is done pursuant to the agreement of all parties claiming an interest in the proceeds or upon order of the court.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas A. Crosley", with a long, sweeping flourish extending to the right.

Thomas A. Crosley

TAC:vm