

NO. PR-16-04115-1

ESTATE OF § **IN THE PROBATE COURT**
BRIAN U. LONCAR, § **NO. 1, OF**
DECEASED § **DALLAS COUNTY, TEXAS**

**CYNTHIA SUE LONCAR AS CREDITOR OF THE ESTATE OF BRIAN LONCAR
OBJECTION TO MOTION TO AUTHORIZE SALE OF ESTATE PROPERTY TO
EXECUTOR**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, CYNTHIA SUE LONCAR, hereinafter (“Sue”) in the above-entitled and numbered cause and files this, Objection to Motion to Authorize Sale of Estate Property to Executor, filed by Abby Leigh Loncar, Hailey Blair Loncar and joined by the Executor of the Estate Clay Jenkins (“Jenkins”), in his capacity as the Independent Executor of the Estate of Brian Ulrich Loncar, and in support of same shows the Court as follows:

**I.
Overview**

Sue was married to Brian Loncar, deceased. Sue and Brian entered into a Partition Agreement prior to Brian’s death. (See **Exhibit A**). Under the terms of the Partition Agreement, Brian purportedly disclosed all of his assets to Sue but agreed that if Sue later discovered any undisclosed assets, she would own half of those assets. In addition, Brian agreed to pay sue ½ of all income he received in his law practice.

Subsequent to Brian’s death, Sue learned that Brian had hidden assets from her. Sue also learned that Brian had redirected income to a company called KMA so that Brian would not have to pay Sue ½ pursuant to the partition agreement. Sue also discovered that the Executor of Brian’s Estate, Jenkins, assisted Brian in hiding assets from Sue by paying referral fees that he owed Brian to KMA.

As a result of these discoveries, Sue was forced to file suit against Brian Loncar P.C. D//B/A Loncar and Associates (“Loncar P.C.”) and the Estate of Brian U. Loncar (“The Estate”) to obtain property and proceeds that belong to her. This lawsuit was originally filed in this court but after this court found that it lacked jurisdiction, the lawsuit was refiled in a Dallas District Court and it is currently set for a 2020 trial setting. **DF-16-17498; Loncar v. Loncar.**

The sections of the Partition Agreement that make Sue an interested party and more importantly a creditor of the Estate and Loncar P.C. are Sections 3.6 and 20 respectfully.

Section 3.6 of the Partition Agreement states:

3.6 Income Received from Brian Loncar, P. C.

All wages, earnings, and income paid to or received by Brian Loncar, individually, from Brian Loncar, P.C., d/b/a, Loncar & Associates, P.C. or any subsidiary or subsequent entity of Brian Loncar, P.C. and/or Brian Loncar, P.C., d/b/a Loncar & Associates (hereinafter "Loncar, P.C.") shall be owned one-half by Husband as his separate property **and one-half by Wife** as her separate property. Wages, earnings and income paid to or received by Brian Loncar, individually, from Loncar, P.C. shall include interest and dividend income, bonuses, director's compensation, commissions, wages or salary received for services rendered, distributions, royalties or other compensation.

Furthermore, Article 20 of the partition agreement sets out:

20.1 Undisclosed Property

All property not listed in any schedule attached to this Agreement is owned by the parties as one-half separate property interest to Husband and one-half separate property interest to Wife. Each party hereby grants, conveys, and assigns to the other party an undivided one-half separate property interest in any such unlisted property regardless of whose name the property is held.

These are the main sections of the partition agreement that give rise to the current causes of action set forth in Sue's lawsuit against Loncar P.C. and The Estate and which also qualify her as a creditor of Loncar P.C. The Estate has already acquiesced to the fact that Sue is owed money from Loncar P.C. as evidenced by its own filing in *DF-16-17498 Loncar v. Loncar*.

"Petitioner and Movant Clay Jenkins does not dispute that Sue is entitled to one-half of the wages, earnings, and income paid to or received by Brian Loncar, individually, from Loncar, P.C. pursuant to Section 3.6 of the Partition Agreement, if any, between August 8, 2016 and December 4, 2016." (See **Exhibit B**).

The prime issue in case, *DF-16-17498 Loncar v. Loncar*, is to what extent have wages, earnings, and income paid or received by Brian Loncar, and from Loncar P.C. or undisclosed property, been intentionally hidden, intentionally withheld, and intentionally diverted for the sake of Brian Loncar's, Jenkins', and the Estate's benefit.

Diverted Funds

For years before Brian's death, Jenkins and the Jenkins Law Firms depended upon Brian Loncar and Loncar P.C. for business, case referrals, income and profitability. At the time of Brian's death, Jenkins owed over \$1.4 million dollars to Loncar P.C., for past due referral fees. It has since been discovered that Jenkins willingly diverted referral fee payments that he owed to Loncar P.C., to KMA Capital, Inc. ("KMA") and other shell companies like it, because Brian Loncar requested him to do it. Sue has also recently learned that there were at least three law firms that worked with Loncar P.C. and that divert referral fees from Loncar P.C. to KMA. These firms were Lanier Law Firm, Jenkins and Jenkins, and Laminack, Pertle & Martines ("LPM"). (See **Exhibit C**). Brian Loncar did this with the intent to hide these amounts from Sue. Several employees at Loncar P.C. commented that Brian "told them he sent money to KMA because he would need money after his divorce from Sue to purchase a new house." He would not have been able to achieve this goal unless he intentionally hid and deceived Sue by diverting Loncar P.C. income to shell entities, like KMA. To date, \$901,302.00 in diverted fees have been discovered. Further, after a forensic investigation was performed on Loncar P.C., it has been discovered that an additional **\$910,395.00** is deemed to be unaccounted for and potentially diverted to KMA from 2014 to 2016. (See **Exhibit D**). Additionally, after Brian Loncar passed away, Armanino LLP ("Armanino") was brought in by the Estate to assess the financial wellbeing of Loncar P.C. Armanino identified an additional **\$1,087,219.00** in possible payments to KMA before its involuntary termination. (See **Exhibit E**). Three of the purported payments, totaling \$650,000.00 lacked support and were based upon Brian Loncar's handwritten notes. The remaining purported payment of \$437,219.00 was supported only by a letter dated June 10, 2013 directing Lanier to send payments to KMA. It is further believed that Brian Loncar sent at least an additional \$1 million dollars of Loncar P.C. income to KMA on November of 2016, none of which was not accounted for in the Partition Agreement. So if all of these amounts are added together, there is roughly \$4 million dollars that was potentially diverted to KMA, and Sue would be entitled to half under the Partition Agreement.

Furthermore, on occasion Brian Loncar was known to "swipe" large incoming checks, made out to Loncar P.C. that were never accounted for or recorded. This amount is unknown due to the lack of transparency and deception of Jenkins during discovery in the pending lawsuit that, to date, has resulted in the filing of multiple Motions to Compel

As evidenced by the numerous KMA checks referenced above, the way in which Brian Loncar diverted Loncar P.C. income to shell entities was systematic and calculated in nature. Moreover, Jenkins was instrumental in helping to divert substantial dollars in referral fees to entities that were not licensed to practice law, like KMA. Jenkins knew he should not pay referral fees to these entities, but he did so anyway because Brian Loncar directed him to do so. These diverted referral fees also included at least a portion of other referral fees owed to the Loncar P.C. Brian Loncar and Jenkins went so far as to hide Loncar P.C. referral fees from Sue, that in one instance a \$1.5-million-dollar referral fee check from Jenkins' law firm to Loncar P.C. was intentionally withheld from being deposited because both were actively trying to hide this money. (See **Exhibit F**). If this check was deposited appropriately, one-half of this amount should belong to Sue because it is Loncar P.C. income that she would be entitled to under the Partition Agreement. By not depositing the check, Jenkins effectively saved himself from the contractual obligation to pay one-half to Sue. Jenkins simply and wrongfully diverted fees, which should have been paid to Loncar P.C., and of which Sue would be entitled to one-half of this amount, under the Partition Agreement.

Likewise, it has since been discovered that, through wire transfers, Loncar P.C. income was used in the acquisition of real property. These include the following wire transactions: \$430,000.00 on 9/16/2014, \$403,000.00 on 5/27/15, \$516,000.00 on 5/30/13 and \$314,000.00 on 3/28/13. (See **Exhibit G**). This was done by funneling the income from Loncar P.C. through entities such as KMA. One of these said entities would then purchase the real property and Brian Loncar would be successful in hiding property and income from Sue. Income from Loncar P.C. which was diverted to Brian Loncar shell entities, for the purpose of purchasing real property, along with real property directly purchased by Loncar P.C. would fall under section 20.1 of the Partition Agreement. Sue would again be entitled to one-half interest in these funds and property.

Sale Not in the Best Interest of the Estate
Conflict of Interest

On February 22, 2017 Jenkins was appointed as Independent Executor of the Estate and Jenkins immediately seized control of the Loncar P.C. Based on his past dealings with Loncar P.C. and his role in aiding Brian Loncar in diverting and hiding funds owed to Loncar P.C., becoming the Independent Executor of the Estate has created numerous conflicts of interest.

Jenkins continues to operate Loncar P.C. in the most self-serving way by attempting to purchase Loncar P.C. and referring high valued Loncar P.C. cases to his own law firm. It has already been established that Jenkins' role was vital in aiding Brian Loncar with his goal to hide assets and Loncar P. C. income from Sue, but since the death of Brian Loncar Jenkins continues to let his greed override what is in the best for the Estate and this has created an apparent conflicts of interest. The most glaring conflict of interest is Jenkins' adamantly trying to acquire Loncar P.C., while he is the Independent Executor of the Estate and continues to financially benefit from Loncar P.C. continuing to operate.

Jenkins first attempted to purchase Loncar P.C., at the funeral of Brian Loncar. The offer then, as it is now, was wildly under value. Jenkins offered a \$1,000,000 down payment, only, for a law firm worth over \$40 million at the time of Brian's death. This offer was rightly rejected but that did not stop Jenkins from trying to purchase Loncar P.C.

The Jenkins/Lyon Group offer submitted before the Court is still highly under value and is not in the best interest of the Estate as established under section 356.654 of the Texas Estates Code. At this valuation, if the Jenkins/Lyon Group offer were to be accepted, the result to the Estate would be that the Estate would receive no net value for the acquisition of the most prized asset in the Estate. This offer does not even cover the current debt that Loncar P.C. has. In essence, the current offer from the Jenkins/Lyon Group would result in a monumental loss for the Estate.

In the alternative, there have been other offers to purchase Loncar P.C. that the Estate has failed to disclose to this Court because these offers are superior to the current offer and thus more in line with the best interest of the Estate. One of these offers is worth more to the Estate than the current Jenkins/Lyon Group offer. The said offer would result in paying quarterly profit shares into the Estate, perpetually, and depending on the performance of Loncar P.C. the Estate may be awarded bonuses on a year by year basis. This kind of offer would allow for the Estate to potentially continue to profit from Loncar P.C. for years to come. The Jenkins/Lyon Group offer lacks this condition in their offer. Also, there have been numerous "blind offers," to purchase Loncar P.C. This means that there are numerous potential buyers who are willing to buy Loncar P.C. sight unseen. These offers range from \$20-\$25 million dollars. These offers are almost two times greater than the Jenkins/Lyon Group offer, but the Court was not made aware of these offers because Jenkins wanted to keep it that way. The Hayse, LLC letter submitted to

this Court to evidence the Estate's "marketing efforts" of Loncar P.C. is misleading because it fails to address the offers just mentioned. More troubling though is that Jenkins, as Independent Executor, has complete control of the decision making process with these potential suitors. So the fact that the Estate has concluded that there are no other offers which would be better than the Jenkins/Lyon Group offer should raise a huge red flag to this Court. Jenkins does not want the Court to question the believability of his sham of a "marketing" effort nor the truth that there were better offers that were in the best interest of the Estate, because those offers were not his. Of course Jenkins wants the Court to believe his offer is in the best interest of Estate because he continues to derive sizable amounts of money from Loncar P.C and he does not want that taken away from him. If another buyer purchased Loncar P.C. Jenkins' most lucrative money generating machine would be seriously jeopardized and he is trying to avoid that by offering to purchase Loncar P.C, again, which creates a huge conflict of interest.

Another sizable conflict of interest is Jenkins having the power to control and manipulate the day to day operations of Loncar P.C. One of these operations is Loncar P.C.'s case intake and review. Jenkins continues to manipulate Loncar P.C. to divert Loncar P.C. cases and income to his own law firm which inevitably leads to his own bank account. He does this by "cherry picking" the most valuable cases at Loncar P.C. and assigns them to himself. By utilizing this practice, Jenkins continues to maximize the money he is making from Loncar P.C. When you combine this fact with the fact that Jenkins now wants to purchase Loncar P.C. it is evident that Jenkins is trying to make sure that his money flow does not get turned off. This creates a very sizable conflict of interest because the Executor or the Estate is profiting off of Loncar P.C. but he also is in control of Loncar P.C. and makes sure his law firm is getting all of the highly valuable cases. All of these actions by Jenkins are done behind the scenes to insure that he stays in control of his money flow.

To date Loncar P.C., The Estate, and Jenkins have refused to produce Loncar P.C.'s accounting of referral fees Jenkins owed Loncar P.C. before Brian Loncar's death. Nor has Loncar P.C., The Estate, and Jenkins produced a full accounting of fees diverted to KMA and similar known entities or a list of the cases in which Jenkins and his law firm were referred before Brian Loncar's death. The reason that none of these documents have not been produced is because these documents evidence the true extent of the greed and deceit which occurred

while Brian Loncar was alive and now perpetuated by Jenkins as Independent Executor, since his passing.

This sale is not in the best interest of the Estate, but it is for Jenkins. As it has already been discussed, there are/were better offers to purchase Loncar P.C., there are numerous admitted conflicts of interest in that the Executor (Jenkins) is purchasing Loncar P.C., Jenkins is the same person who continues to profit greatly from Loncar P.C., and Jenkins also assisted Brian Loncar in hiding assets and income from Sue for his and Brian Loncar's personal gain. Taking all of these facts into consideration the sale of Loncar P.C. to Jenkins and Lyon Group fails to meet the threshold of the standard defined in section 356.654 of the Texas Estates Code and would therefore not be in the best interest of the Estate.

Brian Loncar Consciously Hides Income in Loncar P.C.'s Accounting Records

Brian Loncar, as sole owner of Loncar P.C., controlled all aspects of the firm's accounting and he knew that he could manipulate the record keeping to further assist in him hiding assets and income from Sue because Brian Loncar intentionally kept Loncar P.C.'s Quick Book accounts in disarray. Loncar would keep large journal entries in Quick Books that lacked any description or detail. Brian Loncar with the assistance of other Loncar P.C. employees intentionally made the reports so convoluted, lacking essential descriptions and bank account numbers, and confusing so that only Brian Loncar would know what Loncar P.C.'s financial reports represented and where Loncar P. C.'s money was going. Brian Loncar knew that no one would be able to go back through Loncar P.C.'s financial reports and decipher how much of Loncar P.C.'s income was being diverted or "misplaced." This was another calculated step that Brian Loncar implemented for Loncar P.C. so that he could intentionally hide money from Sue, which she is entitled to, and hope she would never find out about it.

The amount of money that is owed to Sue is still something being investigated, but the fact that she is currently an interested person and a creditor of Loncar P.C., is not in dispute by any party in this suit.

II. Argument and Authority

Texas Estates Code Section 356.254 describes that during the period prescribed in a citation issued under Section 356.253, any person interested in the estate may file: **(1)** a written

opposition to the sale; or (2) an application for the sale of other estate property. Tex. Estates Code § 356.254.

Sue, by the Estates' own admission, is an interested person and creditor set forth under the Texas Estates Code, because she is currently entitled to income from Loncar P.C. as well as undisclosed property as defined under the Partition Agreement.

III. Conclusion

Wherefore, Sue requests that the Court deny the Motion to Authorize Sale of Estate Property to Executor because 1) it is not in the best interest of the Estate; 2) the numerous conflict of interests between Jenkins as the Executor of the Estate and Loncar P.C. continues to cloud this proposed sale; 3) Jenkins' role in hiding and diverting Loncar P.C. income for years, under the direction of Brian Loncar, should be a cause for concern for this Court because there has been no indication that this self-serving mentality will stop if Jenkins officially purchases Loncar P.C. It is for these reasons and all of those encompassed in this objection that Sue respectfully request that this Court DENY the authorization of the sale of Loncar P.C. to the Jenkins and Lyon Group.

Respectfully submitted,

/s/ Garrett J. McLearen

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State Bar No. 20595500
Garrett J. McLearen
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**ATTORNEYS FOR CYNTHIA SUE
LONCAR**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served on all counsel of record by e-service on this 21st day of October, 2019.

/s/ Garrett J. McLearen

Garrett J. McLearen

PARTITION OR EXCHANGE AGREEMENT

The Parties to this Partition or Exchange Agreement [the "Agreement"] are Brian Ulrich Loncar ["Husband"], of Dallas County, Texas, and Cynthia Sue Loncar ["Wife"], of Dallas County, Texas.


Stipulations

1. The parties are entering into this Agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended. Section 3.001 of the Texas Family Code defines a spouse's separate property as the property owned or claimed by the spouse before marriage; the property acquired by the spouse during marriage by gift, devise, or descent; and the recovery for personal injuries sustained by the spouse during marriage, except any recovery for loss of earning capacity during marriage. Section 3.002 of the Texas Family Code defines community property as the property, other than separate property, acquired by either spouse during the marriage. Texas law provides that income from separate property during the marriage is community property. A partition and exchange agreement makes what would otherwise be community property instead be separate property.

2. The parties acknowledge and agree that they are making and entering into this Agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

3. The parties own certain real and personal property as described in Schedules A and B, which are attached to this Agreement. The parties intend by this Agreement to partition or exchange those properties between themselves.

4. Each party desires to partition or exchange that property in order for each party,


His initials


Her initials

they will not jointly own, legally or equitably, any property or property rights, nor will any sort of partnership or joint venture, oral or written, exist between the parties. In the event the parties do agree to jointly own any property or property rights, they will each own an undivided interest in the jointly acquired assets as their respective sole and separate property in an amount equal to the percentage of their respective contributions toward the purchase of the assets.

3.5 No Community Estate Will Arise

Husband and Wife agree that, following the partition or exchange of property as set forth in this Agreement, no community estate will arise or be created during the remainder of their marriage. Therefore, Husband and Wife agree that all earnings for personal services and services rendered, income, employee benefits, partnership benefits, corporate benefits, including bonuses, director's compensation, commissions, and wages or salary of each party, as well as all other income received by a party, including interest and dividend income, profits, distributions, revenues, royalties, stock, stock options, warrants, and other compensation and benefits of any type and any income and property derived from the reinvestment of such earnings and income, will be the separate property of the respective party.

3.6 *Income Received from Brian Loncar, P.C.*

All wages, earnings, and income paid to or received by Brian Loncar, individually, from Brian Loncar, P.C., d/b/a, Loncar & Associates, P.C. or any subsidiary or subsequent entity of Brian Loncar, P.C. and/or Brian Loncar, P.C., d/b/a Loncar & Associates (hereinafter "Loncar, P.C.") shall be owned one-half by Husband as his separate property and one-half by Wife as her separate property. Wages, earnings and income paid to or received by Brian Loncar, individually, from Loncar, P.C. shall include interest and dividend income, bonuses, director's


His initials


Her initials

compensation, commissions, wages or salary received for services rendered, distributions, royalties or other compensation.

Article 4

Separate Property of the Parties

4.1 *Separate Property of Husband*

Wife covenants and agrees that, following the parties' execution of this Agreement, the following will constitute the separate property of Husband:

1. all properties listed in Schedule A attached to this Agreement;
2. all mutations, changes, and increases in kind or in value of Husband's separate property listed on Schedule A of this Agreement;
3. all increases in kind or in value of Husband's separate property resulting from the time, talent, labor, or personal efforts of either or both parties;
4. all income and revenues from Husband's separate property, all income and property acquired as a result of Husband's separate property, and all income and property resulting from the reinvestment of that income, including interest and dividend income, save and except the wages, earnings and income paid to Brian Loncar as defined in Section 3.6 above;
5. all of Husband's interest in or claim to any future profits of any partnership, joint venture, or corporation owned by Husband at the time of the parties' execution of this Agreement or acquired by Husband thereafter, whether the profits are distributed or undistributed;
6. all profits, commissions, distributions, revenues, royalties, wages, salary, earnings, income, employee benefits, partnership benefits, corporate benefits, director's compensation, bonuses, stock, stock options, warrants, or other compensation or benefits of any


His initials


Her initials

or in the future have on behalf of or against the community estate. Husband further waives the right to assert any claim for reimbursement that he might presently or in the future have against the separate estate of Wife.

Wife waives the right to assert any claim for reimbursement that she might presently or in the future have on behalf of or against the community estate. Wife further waives the right to assert any claim for reimbursement that she might presently or in the future have against the separate estate of Husband.

Article 20

Undisclosed Property

20.1 Undisclosed Property

All property not listed in any schedule attached to this Agreement is owned by the parties as one-half separate property interest to Husband and one-half separate property interest to Wife. Each party hereby grants, conveys, and assigns to the other party an undivided one-half separate property interest in any such unlisted property regardless of whose name the property is held.

Article 21


General Provisions

21.1 Effective Date

This Agreement takes effect when it is executed by both parties and will remain in effect during the remainder of the parties' marriage and thereafter until it is fully performed, amended, or revoked, even when the parties' marriage is dissolved by death or otherwise.

21.2 Execution of Documents

Husband and Wife agree to cooperate fully with each other in performing all acts and in


His initials


Her initials

FILED

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BRIAN ULRICH LONCAR

§

IN THE DISTRICT COURT

V.

§

302ND DISTRICT COURT

§

FELICIA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS

CYNTHIA SUE LONCAR

§

DALLAS COUNTY, TEXAS DEPUTY

MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Petitioner and Movant Clay Jenkins, in his capacity as the Independent Executor of the Estate of Brian Ulrich Loncar, and pursuant to Tex. R. Civ. P. 166a(c) files this Motion for Summary Judgment. In support, Petitioner and Movant Clay Jenkins would respectfully show the Court as follows:

Brief Factual and Procedural Background

Partition or Exchange Agreement

On August 8, 2016, Sue Loncar and her husband Brian Loncar entered into a detailed and comprehensive "Partition or Exchange Agreement" (hereafter "Partition Agreement"). On November 11, 2016 this Court entered an agreed Declaratory Judgment regarding the validity and enforceability of the Partition Agreement. Brian Loncar passed away on December 4, 2016.

Probate Court Litigation

On June 26, 2018, Cynthia Sue Loncar filed an Original Petition in the Probate Court No. 1 (Cause No. PR-18-02186) claiming, among other things, that the August 8, 2016 Partition or Exchange Agreement and subsequent November 10, 2016 Amendment signed by Cynthia Sue Loncar and Brian Ulrich Loncar (both the subject of the November 11, 2016 Declaratory Judgment issued by the 302nd District Court) were invalid due to fraudulent inducement, fraud by

misrepresentation and non-disclosure. Cynthia Sue Loncar also claimed breach of fiduciary duty, conversion, and breach of contract, among other things, and requested damages.

On August 14, 2018, a Petition for Enforcement of Declaratory Judgment was filed in this Court. On August 20, 2018, a Plea to the Jurisdiction and Motion to Dismiss was filed in response to Sue Loncar's action in the probate court. On February 7, 2019, Sue Loncar filed her First Amended Petition that, among other things, declared the Partition Agreement valid and enforceable and requested that it be enforced. The Plea to the Jurisdiction and Motion to Dismiss was heard on February 14, 2019 in Probate Court No. 1, and an Order Granting Executor's Plea to the Jurisdiction dismissing Sue Loncar's probate action was entered that same day.

Family Court Litigation

On February 15, 2019, Sue Loncar filed her Original Counterclaim and Third Party Petition (hereinafter "Original Counterclaim") in this Court. In her Original Counterclaim Sue Loncar "makes no claim that the Partition Agreement signed by her is invalid or void" and "does not attack the validity of the Partition Agreement in any way." Further, Sue Loncar "makes no claim that any Judgment affirming the Partition Agreement is invalid or void." Instead, Sue Loncar seeks to enforce the Partition Agreement.

Sue Loncar makes multiple allegations in her Original Counterclaim which are set forth and addressed in detail in this Motion for Summary Judgment, with arguments and authorities applied to each one. Movant Clay Jenkins asserts that in executing the Partition Agreement, Sue Loncar waived in writing virtually all the claims contained in her Original Counterclaim with regard to the Decedent, his Estate, his Executor, and his separate property company, Brian Loncar P.C., d/b/a Loncar & Associates, P.C. (hereinafter "the Company"). The various waivers contained

in the Partition Agreement applicable to Sue Loncar are set forth in detail in this Motion for Summary Judgment.

Section 3.6 of the Partition or Exchange Agreement

Section 3.6 of the parties' Partition or Exchange Agreement states the following:

"Income Received from Brian Loncar, P.C.

All wages, earnings, and income paid to or received by Brian Loncar, individually, from Brian Loncar, P.C., d/b/a Loncar & Associates, P.C, or any subsidiary or subsequent entity of Brian Loncar, P.C. and/or Brian Loncar, P.C., d/b/a Loncar & Associates (hereinafter "Loncar, P.C.") shall be owned one-half by Husband as his separate property and one-half by Wife as her separate property. Wages, earnings and income paid to or received by Brian Loncar, individually, from Loncar, P.C. shall include interest and dividend income, bonuses, director's compensation, commissions, wages or salary received for services rendered, distributions, royalties or other compensation."

To the extent that any wages, earnings, or income was paid to or received by Brian Loncar, individually, from Loncar, P.C. pursuant to Section 3.6 between August 8, 2016 (the date of execution of the Partition Agreement) and December 4, 2016 (the date of Brian Loncar's death), Sue Loncar is entitled to one-half of same as her separate property. Petitioner and Movant Clay Jenkins does not dispute that Sue Loncar is entitled to one-half of the wages, earnings, and income paid to or received by Brian Loncar, individually, from Loncar, P.C. pursuant to Section 3.6 of the Partition Agreement, if any, between August 8, 2016 and December 4, 2016.

The Last Will and Testament of Brian Loncar was admitted to probate on January 13, 2017, and it sets forth the beneficiaries of his Estate. Sue Loncar was not a named beneficiary in Brian Loncar's will. Upon information and belief, the will directs all of Brian Loncar's property into a trust for the benefit of his daughters. However, it is the understanding of Clay Jenkins that Sue Loncar received property and assets valued in the range of \$20 million dollars under the terms of the Partition Agreement prior to Brian's death.

John coveney

From: Michelle Miller [michellem@ipm-triallaw.com]

Sent: Thursday, April 26, 2012 8:05 AM

To: John coveney

Subject: Re: FW: Seroquel litigation

It is and thank you for your help in this matter

On 4/25/2012 5:38 PM, john coveney wrote:

Michelle:

I am in receipt and review of your April 24, 2012 correspondence. I am assuming that you need the W-9 concerning the April 14, 2012 expense payment in the amount of \$2,327.25. Attached is a completed W-9 Form for Loncar & Associates.

Pursuant to my emails below with Ms. Hammond, please be advised that Mr. Loncar has requested that any additional payments concerning the Seroquel (expenses and/or fees) be directed to KMA as outlined below.

Please allow me to thank you in advance for your assistance with these matters. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

John L. Coveney, CLA
Legal Assistant

Loncar & Associates

424 South Cesar Chavez

Dallas, Texas 75201

800/285-4878 extension 3232

214/382-4163 fax

www.brianloncar.com

LPM

**LAMINACK,
PIRTLE &
MARTINES,
L.L.P.**

RICHARD N. LAMINACK
THOMAS W. PIRTLE
BUFFY K. MARTINES
RUSS M. BRUDNER
SUSAN EARNEST

September 15, 2014

Mr. Michael Press
KMA Capital, Inc.
444 N. Northwest Hwy., Suite 195
Park Ridge, IL 60068

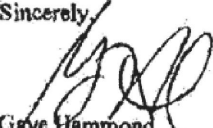
Re: Loncar & Associates

Dear Mr. Press:

Enclosed is our firm check in the amount of \$1,508.67 representing attorney fees due and payable to Loncar & Associates in connection with the settlement of cases in which that firm has a fee interest. At the instruction of Brian Loncar, we have made the check payable to KMA Capital, Inc.

Should you have any questions concerning the enclosed check, please do not hesitate to contact Mr. Brian Loncar or Mr. John Coveney at 1-877-239-4878.

Sincerely,


Gaye Hammond
Office of Richard N. Laminack

Cc: Mr. John Coveney
Loncar & Associates
424 S. Cesar Chavez Blvd.
Dallas, Tx. 75201

Exhibit C

Executor.000365

George M. Rubio
John Curington
Donald L. Parker, II
David J. LaRue

Mariela Schwartz-Mentzina
Lydia Elizondo Mount
Christopher Strusich

LANIER ANNOUNCES
ATTORNEYS AT LAW Dallas • Fort Worth • Wichita Falls • Denton • El Paso • McAllen • Lubbock • Houston

Paul R. Weiss, III
John C. Wren
Brandon Ramsey
Valeri Esters Malone
David Stone
Ryan Douglas White
Stephanie Beentsch

June 10, 2013

Via UPS priority overnight
Catherine Heacox
THE LANIER LAW FIRM, PLLC
126 E. 56th Street, 7th Floor
New York, New York 10022

Re: Yaz litigation

Dear Catherine:

Please accept this correspondence as authorization to forward all Yaz attorneys fees due me to my payment nominee, KMA Capital, Inc., whose Form W-9 is attached for your files.

Enclosed you will find the original check, 1-601750 in the amount of \$105,846.81 I am returning to your offices. When you have the opportunity, please re-issue this check to KMA Capital, Inc. I also want to determine if my recoverable expenses on the two files, totaling \$1,522.05 (Dimbleby \$657.36 and Booker \$864.69) were being mailed by separate cover. If not, please add the \$1,522.05 in expenses into the check to be re-issued to KMA Capital, Inc. with the new amount being \$107,386.86.

This correspondence shall also serve to confirm that the previous overpayment of referral fees to me on the Tindel file, overpayment totaling \$11,162.49, are being recovered by your firm from the referral fees on the Dimbleby and Booker files as authorized by your previous conversations with Mr. Coveney in my offices.

Thank you for your immediate attention to these matters. In the event you are not the correct person within your firm to address these matters, I would greatly appreciate it if you could forward these materials on to the correct person within your firm.

If you have any questions or concerns regarding this matter, please call my cell anytime at 214-402-6832.

Very truly yours,


Brian Loncar

484 E. Oscar Chavez Blvd. Dallas, TX 75201
214-747-0488 • 800-888-4878 • Fax: 214-888-8888 • Litigation Fax: 214-888-8841
www.brianloncar.com

*Board Certified Personal Injury Trial Law-Board Board of Legal Specialties *Licensed in Texas and Louisiana *Licensed in Texas and Oklahoma

Checks Diverted to KMA - Rev'd						
Payer	Chk Date	Chk No.	Payee	Amount		Yearly Total
Laminack, Pirtle & Martines LLP	04/26/12		KMA Capital	2,327.25		
Laminack, Pirtle & Martines LLP	09/06/12	4841	KMA Capital	27,303.37		
Laminack, Pirtle & Martines LLP	09/06/12	4842	KMA Capital	254,749.07		
Laminack, Pirtle & Martines LLP	11/21/12	5124	KMA Capital	17,446.61		
Laminack, Pirtle & Martines LLP	11/21/12	5125	KMA Capital	9,083.14		
Laminack, Pirtle & Martines LLP	12/12/12	5180	KMA Capital	130.70		
Laminack, Pirtle & Martines LLP	12/15/12	5205	KMA Capital	1,957.11	2012	312,997.25
Laminack, Pirtle & Martines LLP	11/07/13	5217	KMA Capital	5,255.65		
Laminack, Pirtle & Martines LLP	11/13/13	5231	KMA Capital	12,502.88	2013	17,758.53
Laminack, Pirtle & Martines LLP	09/15/14		KMA Capital	1,508.67		
Laminack, Pirtle & Martines LLP	09/17/14	5427	KMA Capital	1,941.61		
Laminack, Pirtle & Martines LLP	11/27/14	5510	KMA Capital	5,806.03		
Laminack, Pirtle & Martines LLP	11/27/14	5512	KMA Capital	1,938.08	2014	11,194.39
Jenkins & Jenkins	12/14/12	3530	KMA Capital	90,623.52		
Jenkins & Jenkins	12/27/12	3562	KMA Capital	170,000.00	2012	260,623.52
Jenkins & Jenkins	01/16/13	3576	KMA Capital	12,750.00		
Jenkins & Jenkins	05/29/13	3642	KMA Capital	157,818.06	2013	170,568.06
Jenkins & Jenkins	11/03/14	3982	KMA Capital	20,385.82		
Jenkins & Jenkins	11/17/14	3998	KMA Capital	406.25	2014	20,792.07
Lanier Law Firm PLLC	07/25/13		KMA Capital	105,846.81		
Lanier Law Firm PLLC	07/25/13		KMA Capital	1,522.05	2013	107,368.86
Total Payments Diverted to KMA				\$901,302.68		
Laminack, Pirtle & Martines LLP	07/24/12	4762	KMA Capital	5,100.84		Not sure this check, payable to Loncar was reissued to KMA
Total Payments Diverted and Possible Payments Based on Checks				\$906,403.52		

Privileged & Confidential - Attorney Work Product

LAMINACK, PIRTE & MARTINEZ LLP
HOLTA
 5020 MONTROSE BLVD., 9TH FLOOR
 HOUSTON, TX 77008

OF
 FOR

30-NM41130
 11/08

09/08/2012

OWNER OF THE
 KMA Capital, Inc.

\$ **27,303.37

Twenty-Seven Thousand Three Hundred Three and 37/100

DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60068

MEMO

Loncar & Associates fees; Seroquel Cases



AUTHORIZED SIGNATURE

⑈00484 ⑈ ⑈13010547⑈ 0029942749⑈

Laminack, Pirte & Martinez LLP

HOLTA

4841

	KMA Capital, Inc.	09/08/2012	
Client Trust Account Liability:Seroquel	Bodenhausen, Darlene; Referral Attorney Fees		1,963.28
Client Trust Account Liability:Seroquel	Castro-Alle, Eleana; Referral Attorney Fees		1,965.36
Client Trust Account Liability:Seroquel	Delay, Martha; Referral Attorney Fees		1,974.58
Client Trust Account Liability:Seroquel	Dykes, Kimberly; Referral Attorney Fees		1,927.55
Client Trust Account Liability:Seroquel	Ellison, Dotzie; Referral Attorney Fees		1,969.46
Client Trust Account Liability:Seroquel	Everitt, Clements; Referral Attorney Fees		1,911.23
Client Trust Account Liability:Seroquel	Gerole, Roberto; Referral Attorney Fees		1,987.59
Client Trust Account Liability:Seroquel	Jones, Denise; Referral Attorney Fees		1,961.39
Client Trust Account Liability:Seroquel	Kellogg, Laurie; Referral Attorney Fees		1,964.56
Client Trust Account Liability:Seroquel	Martinez, John; Referral Attorney Fees		1,943.32
Client Trust Account Liability:Seroquel	Vance, Douglas; Referral Attorney Fees		1,933.53
Client Trust Account Liability:Seroquel	Williams, Gilbert Michael; Referral Attorney Fees		1,932.00
Client Trust Account Liability:Seroquel	Wulf, Barbara; Referral Attorney Fees		1,979.36
Client Trust Account Liability:Seroquel	Gonzales, Marta; Referral Attorney Fees		1,920.16

Client Trust Accounts Loncar & Associates fees; Seroquel Cases 27,303.37

Laminack, Pirte & Martinez LLP

HOLTA

4841

	KMA Capital, Inc.	09/08/2012	
Client Trust Account Liability:Seroquel	Bodenhausen, Darlene; Referral Attorney Fees		1,963.28
Client Trust Account Liability:Seroquel	Castro-Alle, Eleana; Referral Attorney Fees		1,965.36
Client Trust Account Liability:Seroquel	Delay, Martha; Referral Attorney Fees		1,974.58
Client Trust Account Liability:Seroquel	Dykes, Kimberly; Referral Attorney Fees		1,927.55
Client Trust Account Liability:Seroquel	Ellison, Dotzie; Referral Attorney Fees		1,969.46
Client Trust Account Liability:Seroquel	Everitt, Clements; Referral Attorney Fees		1,911.23
Client Trust Account Liability:Seroquel	Gerole, Roberto; Referral Attorney Fees		1,987.59
Client Trust Account Liability:Seroquel	Jones, Denise; Referral Attorney Fees		1,961.39
Client Trust Account Liability:Seroquel	Kellogg, Laurie; Referral Attorney Fees		1,964.56
Client Trust Account Liability:Seroquel	Martinez, John; Referral Attorney Fees		1,943.32
Client Trust Account Liability:Seroquel	Vance, Douglas; Referral Attorney Fees		1,933.53
Client Trust Account Liability:Seroquel	Williams, Gilbert Michael; Referral Attorney Fees		1,932.00
Client Trust Account Liability:Seroquel	Wulf, Barbara; Referral Attorney Fees		1,979.36
Client Trust Account Liability:Seroquel	Gonzales, Marta; Referral Attorney Fees		1,920.16

Client Trust Accounts Loncar & Associates fees; Seroquel Cases 27,303.37

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
5020 MONTROSE BLVD., 9TH FLOOR
HOUSTON, TX 77006

IMPASS
CREDIT BANK
HOUSTON, TEXAS

4842
36-1804/128
21840

09/08/2012

TO THE ORDER OF KMA Capital, Inc.

\$ 254,749.07

Two Hundred Fifty-Four Thousand Seven Hundred Forty-Nine and 07/100

DOLLARS

KMA Capital, Inc.
444 N. Northwest Hwy., Suite 195
Park Ridge, IL 60088

MEMO

Fees due Loncar & Associates

MM KR
AUTHORIZED SIGNATURE

⑈004842⑈ ⑆113010547⑆ 0029942749⑈

Laminack, Pirtle & Martines LLP

IOLTA

4842

KMA Capital, Inc.
Client Trust Account Liability:Seroquel

09/08/2012

Fees due Loncar & Associates on Seroquel Cases
(see attached list)

254,749.07

Client Trust Accounts - Fees due Loncar & Associates

254,749.07

Laminack, Pirtle & Martines LLP

IOLTA

4842

KMA Capital, Inc.
Client Trust Account Liability:Seroquel

09/08/2012

Fees due Loncar & Associates on Seroquel Cases
(see attached list)

254,749.07

Client Trust Accounts - Fees due Loncar & Associates

254,749.07

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
5020 MONTROSE BLVD., 8TH FLOOR
HOUSTON, TX 77008

SECURITY COMPANY BANK
 HOUSTON, TEXAS

5124
 26-1884/1128
 21698

11/21/2012

PAY TO THE ORDER OF **KMA Capital, Inc.**

\$17,448.81**

Seventeen Thousand Four Hundred Forty-Six and 81/100

DOLLARS

KMA Capital, Inc.
444 N. Northwest Hwy., Suite 105
Park Ridge, IL 60068

MEMO

Settlement proceeds; Seroquel cases

AUTHORIZED SIGNATURE

⑈005124⑈ ⑆113010547⑆ 0029942749⑈

Details on Back Security Features Included

Laminack, Pirtle & Martines LLP

IOLTA

5124

KMA Capital, Inc.

11/21/2012

Client Trust Account Liability:Seroquel	Referral fees; Carolyn Bruer	1,978.78
Client Trust Account Liability:Seroquel	Referral fees; Kristi L. Burton	1,987.39
Client Trust Account Liability:Seroquel	Referral fees; Marsha J. Craighood	1,915.50
Client Trust Account Liability:Seroquel	Referral fees; Maria T. Escamilla	1,990.13
Client Trust Account Liability:Seroquel	Referral fees; Anthony R. Galliard Sr.	1,950.74
Client Trust Account Liability:Seroquel	Referral fees; Maria A. Garza	1,981.50
Client Trust Account Liability:Seroquel	Referral fees; Donald E. Pierce	1,970.93
Client Trust Account Liability:Seroquel	Referral fees; Robert T. Vela	1,949.06
Client Trust Account Liability:Seroquel	Referral fees; Cynthia A. Wadley	1,928.88
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Phillip L. Aliff	-122.57
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Frankie L. Childers	-0.67
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Vickie C. Damell	-0.09
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Tonya M. Dunford	-0.18
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Julia F. Hadnot-Cross	-0.14
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Shelley M. Hail-Grasha	-2.06
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Marie J. Hollie	-3.38
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Kathryn Marshall	-0.88
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; John Matthews	-0.09

Client Trust Accounts Settlement proceeds; Seroquel cases *see attached list* 17,448.81

Laminack, Pirtle & Martines LLP

IOLTA

5124

KMA Capital, Inc.

11/21/2012

Client Trust Account Liability:Seroquel	Referral fees; Carolyn Bruer	1,978.78
Client Trust Account Liability:Seroquel	Referral fees; Kristi L. Burton	1,987.39
Client Trust Account Liability:Seroquel	Referral fees; Marsha J. Craighood	1,915.50
Client Trust Account Liability:Seroquel	Referral fees; Maria T. Escamilla	1,990.13
Client Trust Account Liability:Seroquel	Referral fees; Anthony R. Galliard Sr.	1,950.74
Client Trust Account Liability:Seroquel	Referral fees; Maria A. Garza	1,981.50
Client Trust Account Liability:Seroquel	Referral fees; Donald E. Pierce	1,970.93
Client Trust Account Liability:Seroquel	Referral fees; Robert T. Vela	1,949.06
Client Trust Account Liability:Seroquel	Referral fees; Cynthia A. Wadley	1,928.88
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Phillip L. Aliff	-122.57
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Frankie L. Childers	-0.57
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Vickie C. Damell	-0.09
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Tonya M. Dunford	-0.18
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Julia F. Hadnot-Cross	-0.14
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Shelley M. Hail-Grasha	-2.06
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Marie J. Hollie	-3.38
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; Kathryn Marshall	-0.88
Client Trust Account Liability:Seroquel	Referring Attorney Share of Loss; John Matthews	-0.09

Client Trust Accounts Settlement proceeds; Seroquel cases 17,448.81

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
 5020 MONTROSE BLVD., 5TH FLOOR
 HOUSTON, TX 77006

COMPASS
 COMPASS BANK
 HOUSTON, TEXAS

5125

26-1884/120
 21948

11/21/2012

PAY TO THE ORDER OF KMA Capital, Inc.

\$**9,083.14

Nine Thousand Eighty-Three and 14/100

DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60088

MEMO

Settlement proceeds; Seroquel Cases

AUTHORIZED SIGNATURE

⑈005125⑈ ⑆113010547⑆ 0029942749⑈

Details on Back. Security Features Included

Laminack, Pirtle & Martines LLP

IOLTA

5125

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

11/21/2012
 50% referral fees in Azar-referred Seroquel cases (see list)
 Referring attorney share of losses (see list)

9,789.30
 -686.16

Client Trust Accounts Settlement proceeds; Seroquel Cases

9,083.14

Laminack, Pirtle & Martines LLP

IOLTA

5125

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

11/21/2012
 50% referral fees in Azar-referred Seroquel cases (see list)
 Referring attorney share of losses (see list)

9,789.30
 -686.16

Client Trust Accounts Settlement proceeds; Seroquel Cases

9,083.14

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
 8020 MONTROSE BLVD., 8TH FLOOR
 HOUSTON, TX 77008

COMPASS
 COMPASS BANK
 HOUSTON, TEXAS

5180

36-1064/1130
 21644

12/12/2012

PAY TO THE ORDER OF KMA Capital, Inc.

\$ 130.70

One Hundred Thirty and 70/100

DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60068

MEMO

Refund atly fee deduction; Marta Gonzales



⑈005180⑈ ⑆113010547⑆ 0029942749⑈

Details on Back. Security Features included

Laminack, Pirtle & Martines LLP IOLTA 5180

KMA Capital, Inc. 12/12/2012
 Client Trust Account Liability:Seroquel Refund of 11/21/12 atly fee deduction; Marta Gonzales 130.70

Client Trust Accounts Refund atly fee deduction; Marta Gonzales 130.70

Laminack, Pirtle & Martines LLP IOLTA 5180

KMA Capital, Inc. 12/12/2012
 Client Trust Account Liability:Seroquel Refund of 11/21/12 atly fee deduction; Marta Gonzales 130.70

Client Trust Accounts Refund atly fee deduction; Marta Gonzales 130.70

LAMINACK, FURTE & MARTINEZ LLP
IOLTA
5820 MONTROSE BLVD., 9TH FLOOR
HOUSTON, TX 77008

SWA COMPANY
COMPASS BANK
HOUSTON, TEXAS

5205

30-1004/128
2198

12/15/12

PAY TO THE
ORDER OF

KMA Capital

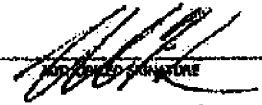
\$ 1,957.11**

One Thousand Nine Hundred Fifty-seven Dollars 11/100

DOLLARS

MEMO

Settlement proceeds, Estate of Stacey McCallup, Deceased



⑈005205⑈ ⑆113010547⑆ 0029942749⑈

Laminack, Furte & Martinez LLP

IOLTA

5205

12/15/12

Client Trust Account Liability

Settlement Proceeds
Estate of Stacey McCallup, Deceased

\$1,957.11**

Laminack, Furte & Martinez LLP

IOLTA

5205

LAMNACK, PIRTLE & MARTINES LLP
 IOLTA
 5020 MONTROSE BLVD., 8TH FLOOR
 HOUSTON, TX 77006

25 JPMORGAN
 CHASE BANK
 HOUSTON, TEXAS

5217

30-1064/130
 21040

11/07/2013

PAY TO THE ORDER OF KMA Capital, Inc.

\$ **5,255.65

Five Thousand Two Hundred Fifty-Five and 65/100

DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60068

MEMO

Settlement proceeds; Seroquel cases

[Handwritten Signature]

 SIGNATURE

⑈005217⑈ ⑆113010547⑆ 6707079132⑈

LAMNACK, PIRTLE & MARTINES LLP

IOLTA

5217

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

11/07/2013

Gross Referral Fee on Azar-referred Seroquel cases
 Collection of Unreimbursed Expenses on Seroquel cases

5,854.46
 -598.81

Compass Iolita Account Settlement proceeds; Seroquel cases

5,255.65

LAMNACK, PIRTLE & MARTINES LLP

IOLTA

5217

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

11/07/2013

Gross Referral Fee on Azar-referred Seroquel cases
 Collection of Unreimbursed Expenses on Seroquel cases

5,854.46
 -598.81

Compass Iolita Account Settlement proceeds; Seroquel cases

5,255.65

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
 5020 MONTROSE BLVD., 9TH FLOOR
 HOUSTON, TX 77008

BLANK COMPASS
 COMPASS BANK
 HOUSTON, TEXAS

5231

36-1854/1130
 1746

11/13/2013

PAY TO THE
 ORDER OF **KMA Capital, Inc.**

\$ **12,502.88

Twelve Thousand Five Hundred Two and 88/100

DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60068

MEMO

Settlement proceeds; Seroquel cases

[Handwritten Signature]
 AUTHORIZED SIGNATURE

⑈005231⑈ ⑆113010547⑆ 6707079132⑈

Security Features Included

LAMINACK, PIRTLE & MARTINES LLP

IOLTA

5231

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

Gross Referral fees in Seroquel cases
 Collection of potential Seroquel losses

11/13/2013

13,545.87
 -1,042.99

Compass Iolita Account Settlement proceeds; Seroquel cases

12,502.88

LAMINACK, PIRTLE & MARTINES LLP

IOLTA

5231

KMA Capital, Inc.
 Client Trust Account Liability:Seroquel
 Client Trust Account Liability:Seroquel

Gross Referral fees in Seroquel cases
 Collection of potential Seroquel losses

11/13/2013

13,545.87
 -1,042.99

Compass Iolita Account Settlement proceeds; Seroquel cases

12,502.88

51N51200000 (1/13) 029035

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
 5020 MONTROSE BLVD., 9TH FLOOR
 HOUSTON, TX 77006

USA COMPASS
 COMPASS BANK
 HOUSTON, TEXAS

5427
 35-1984/1130
 21848

09/17/2014

PAY TO THE ORDER OF KMA Capital, Inc.

\$**1,941.81

One Thousand Nine Hundred Forty-One and 81/100 ***** DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60085

MEMO

Fees due Loncar & Associates


 AUTHORIZED SIGNATURE

⑈005427⑈ ⑆113010547⑆ 6707079132⑈

LAMINACK, PIRTLE & MARTINES LLP **IOLTA** **5427**

KMA Capital, Inc. 09/17/2014 1,941.81
 Client Trust Account Liability:Seroquel Attorney fees due Loncar & Associates

Compass iolta Account Fees due Loncar & Associates 1,941.81

LAMINACK, PIRTLE & MARTINES LLP **IOLTA** **5427**

KMA Capital, Inc. 09/17/2014 1,941.81
 Client Trust Account Liability:Seroquel Attorney fees due Loncar & Associates

Compass iolta Account Fees due Loncar & Associates 1,941.81

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
5020 MONTROSE BLVD., 9TH FLOOR
HOUSTON, TX 77008

BRVA COMPASS
COMPASS BANK
HOUSTON, TEXAS

5510

38-16491130
21840

11/27/2014

PAY TO THE ORDER OF KMA Capital, Inc.

\$**5,808.03

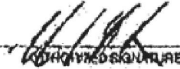
Five Thousand Eight Hundred Six and 03/100*****

DOLLARS ①

KMA Capital, Inc.
444 N. Northwest Hwy., Suite 195
Park Ridge, IL 60088

MEMO

Loncar & Associates Fees / Seroquel cases



AUTHORIZED SIGNATURE

⑈005510⑈ ⑆113010547⑆ 6707079132⑈

Details on Back
Security Features Included

LAMINACK, PIRTLE & MARTINES LLP

IOLTA

5510

KMA Capital, Inc.
Client Trust Account Liability:Seroquel

Loncar & Associates Fees / Seroquel Cases

11/27/2014

5,808.03

Compass iolta Account Loncar & Associates Fees / Seroquel cases

5,808.03

LAMINACK, PIRTLE & MARTINES LLP

IOLTA

5510

KMA Capital, Inc.
Client Trust Account Liability:Seroquel

Loncar & Associates Fees / Seroquel Cases

11/27/2014

5,808.03

Compass iolta Account Loncar & Associates Fees / Seroquel cases

5,808.03

LAMINACK, PIRTLE & MARTINES LLP
IOLTA
 5020 MONTROBE BLVD., 9TH FLOOR
 HOUSTON, TX 77008

BBVA COMPASS
 COMPASS BANK
 HOUSTON, TEXAS

5512
 26-1094/1128
 2184

11/27/2014

PAY TO THE ORDER OF KMA Capital, Inc.

\$**1,938.08

One Thousand Nine Hundred Thirty-Eight and 08/100..... DOLLARS

KMA Capital, Inc.
 444 N. Northwest Hwy., Suite 195
 Park Ridge, IL 60088

MEMO

Loncar & Associates Share of Settlement

[Signature]
 AUTHORIZED SIGNATURE

⑈005512⑈ ⑆113010547⑆ 6707079132⑈

Mobile on Bank Security Features Included

LAMINACK, PIRTLE & MARTINES LLP	IOLTA		5512
KMA Capital, Inc.		11/27/2014	
Client Trust Account Liability:Seroquel	Loncar share of Seroquel settlement		1,938.08

Compass Iolita Account Loncar & Associates Share of Settlement 1,938.08

LAMINACK, PIRTLE & MARTINES LLP	IOLTA		5512
KMA Capital, Inc.		11/27/2014	
Client Trust Account Liability:Seroquel	Loncar share of Seroquel settlement		1,938.08

Compass Iolita Account Loncar & Associates Share of Settlement 1,938.08



Citizens National Bank of Texas

Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	March 18, 2013
Item Number:	5250010749296
Posted Date:	March 18, 2013
Posted Item Number:	77006038
Amount:	12,750.00
Record Type:	Debit

JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 516 W MAIN
 WAXAHACHIE TX 75165-0000

JENKINS & JENKINS P.C./CLJ TRUST ACCOUNT 816 W. MAIN ST. P.O. BOX 2328 WAXAHACHIE, TX 75165		 88-182-1119	3578 1/18/2013
PAY TO THE ORDER OF KMA Capital	\$**12,750.00		DOLLARS
Twelve Thousand Seven Hundred Fifty and 00/100			DOLLARS
KMA Capital			
MEMO Attorneys fees & expense: Shrodric McGee			
⑈003576⑈ ⑆111901629⑆ ⑆11 392 8⑈			

PAY TO THE ORDER OF BANK OF AMERICA, NA FOR DEPOSIT ONLY KMA CAPITAL, INC. 48023480007
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Citizens National Bank Of Texas

Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	May 24, 2013
Item Number:	5250011020392
Posted Date:	May 24, 2013
Posted Item Number:	144003036
Amount:	157,818.06
Record Type:	Debit

JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 518 W MAIN
 WAXAHACHIE TX 75165-0000

<p>JENKINS & JENKINS P.C./CLJ TRUST ACCOUNT 518 W. MAIN ST. P.O. BOX 933-2629 WAXAHACHIE, TX 75165</p>	 88-162-1119	3642 5/9/2013	<p>PAY TO THE ORDER OF KMA Capital</p> <p style="text-align: right;">\$ 157,818.06</p> <p>One Hundred Fifty-Seven Thousand Eight Hundred Eighteen and 06/100^{ths} DOLLARS</p> <p>KMA Capital</p> <p>MEMO Attorneys fees & expense: Donald Johnson (Deceased)</p>
AUTHORIZED SIGNATURE			<small>Bank of America, Member FDIC</small>
⑆003642⑆ ⑆111901629⑆ ⑆11 392 8⑆			

	<small>PAY TO THE ORDER OF BANK OF AMERICA, NA FOR DEPOSIT ONLY KMA CAPITAL, INC. 49003650007</small>
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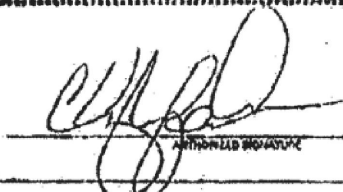


Citizens National Bank Of Texas

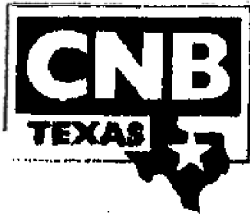
Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	December 31, 2014
Item Number:	5250013213898
Posted Date:	December 31, 2014
Posted Item Number:	365002675
Amount:	20,385.82
Record Type:	Debit

JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 516 W MAIN
 WAXAHACHIE TX 75165-0000

JENKINS & JENKINS P.C/CLJ TRUST ACCOUNT 516 W. MAIN ST. PH. 972.858-3829 WAXAHACHIE, TX 75165		CNB Citizens National Bank of Texas 88-162-1179	3982 11/3/2014
PAY TO THE ORDER OF KMA Capital	\$**20,385.82	DOLLARS	
Twenty Thousand Three Hundred Eighty-Five and 82/100		DOLLARS	
KMA Capital			
MEMO Attorney fees and expenses Hield			
003982 11119016290 11 392 8*			

12/30/2014 594501321232	DEBIT 12/30/2014 594501321232 113928 5250013213898 365002675 20385.82 DEBIT
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Citizens National Bank Of Texas

Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	January 22, 2015
Item Number:	5250013289242
Posted Date:	January 22, 2015
Posted Item Number:	22002373
Amount:	408.25
Record Type:	Debit

JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 516 W MAIN
 WAXAHACHIE TX 75165-0000

JENKINS & JENKINS P.C./CLJ TRUST ACCOUNT 516 W. MAIN ST. P.O. BOX 935-2020 WAXAHACHIE, TX 75165		Citizens National Bank 88-182-1118		3998
PAY TO THE ORDER OF KMA Capital		11/17/2014		
Four Hundred Six and 25/100		\$ 408.25		
KMA Capital				DOLLARS
MEMO Expense reimbursement-Derrick Britt		AUTHORIZED SIGNATURE		
⑈003998⑈ ⑆111901629⑆ ⑆11 392 8⑆				

1/21/2015 586101282790

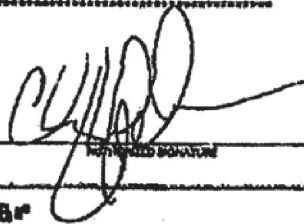


Citizens National Bank of Texas

Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	February 05, 2013
Item Number:	5250010588285
Posted Date:	February 05, 2013
Posted Item Number:	36006839
Amount:	90,623.52
Record Type:	Debit

JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 516 W MAIN
 WAXAHACHIE TX 75165-0000

JENKINS & JENKINS P.C./CLJ TRUST ACCOUNT 516 W. MAIN ST. P.O. BOX 888 WAXAHACHIE, TX 75165		CNB Citizens National Bank of Texas 800-322-1119	3530 12/14/2012
PAY TO THE ORDER OF KMA Capital	\$ 90,623.52		DOLLARS
Ninety Thousand Six Hundred Twenty-Three and 52/100			DOLLARS
KMA Capital		 AUTHORIZED SIGNATURE	
MEMO Attorneys fees & expense, Andrea Smith			
⑆003530⑆ ⑆111901629⑆ ⑆11 392 8⑆			

PAY TO THE ORDER OF BANK OF AMERICA, NA FOR DEPOSIT ONLY KMA CAPITAL, INC. 4000-9898907



Citizens National Bank Of Texas

Your Bank Since 1868

Current Date:	March 29, 2017
Account Number:	113928
Capture Date:	February 05, 2013
Item Number:	5250010588284
Posted Date:	February 05, 2013
Posted Item Number:	36006838
Amount:	170,000.00
Record Type:	Debit

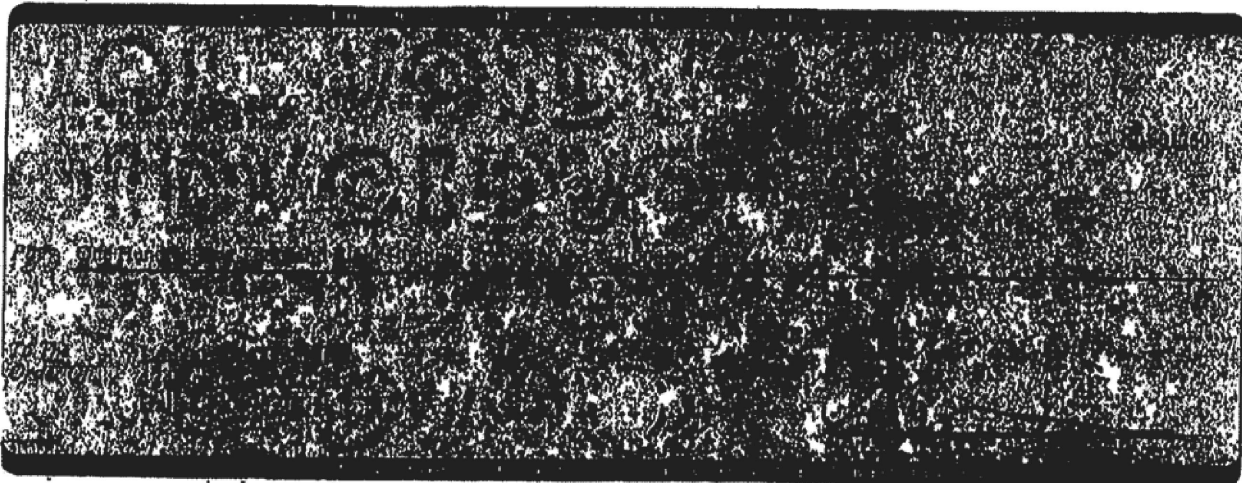
JENKINS & JENKINS PC, IOLTA ACCOUNT
 CLJ TRUST ACCOUNT
 516 W MAIN
 WAXAHACHIE TX 75165-0000

<p>JENKINS & JENKINS P.C./CLJ TRUST ACCOUNT 516 W. MAIN ST. P.O. BOX 833-2528 WAXAHACHIE, TX 75165</p>	<p>CNB Citizens National Bank of Texas 86-168-1119</p>	<p>3582</p>	<p>12/27/2012</p>
<p>PAY TO THE ORDER OF KMA Capital</p>		<p>\$ 170,000.00</p>	
<p>One Hundred Seventy Thousand and 00/100</p>		<p>DOLLARS</p>	
<p>KMA Capital</p>			
<p>MEMO Attorneys fees & expense: Shrodric McGee</p>		<p><i>[Signature]</i> AUTHORIZED SIGNATURE</p>	
<p>⑆003562⑆ ⑆111901629⑆ ⑆11342⑆</p>			

PAY TO THE ORDER OF
 BANK OF AMERICA, NA
 FOR DEPOSIT ONLY
 KMA CAPITAL, INC.
 483024830927

The Lanier Law Firm, PLLC - IOLA Account

<i>Vendor Name</i> Lanier & Associates		<i>Vendor No.</i> 967	<i>Date</i> 06/03/2013	<i>City</i> Greenville, N.C. 28633198	
<i>Invoice No.</i>	<i>Ref. Doc. No.</i>	<i>Credit</i>	<i>Discount</i>	<i>Amount</i>	<i>Total</i>
130312 FEB 23167	23167			-11,162.49	-11,162.49
130603 FEB 23140	23140			61,514.81	61,514.81
130603 FEB 23145	23145			55,494.49	55,494.49
<i>Account Number</i>		<i>Check Number</i> 1-601750	<i>Check Amount</i> 105,846.81		



#601750# 021000089# 69533198#

LAMINACK, PIRTELLI & MARTINEZ LLP
3000 MONTROSE BLVD, 15TH FLOOR
HOUSTON, TX 77006

4762

07/24/2012

TO THE ORDER OF Loncar & Associates

\$ 5,100.84

Five Thousand One Hundred and 84/100

DOLLARS

Loncar & Associates
4245 Cedar Chavez Blvd.
Dallas TX 75201

MEMO

Reimbursed expenses in Seroquel cases



⑈00178⑈ ⑆1.2010547⑈ 002912719⑈

Laminack, Pirte & Martinez LLP

JOLTA

4762

Loncar & Associates
Client Trust Account Liability *Seroquel*

Reimbursed expenses in Seroquel cases (see attached list)

07/24/2012

5,100.84

Client Trust Accounts

Reimbursed expenses in Seroquel cases

5,100.84

Mass Torts-Reconcile Covoney Sch. To Bank - Rev'd

Year	Receipts Per Covoney	Per Bank Deposits	Difference	Known Diverted Checks
2014	\$560,292.39	\$1,280,402.85	(\$720,110.46)	\$31,986.46
2015	1,772,642.00	442,671.32	1,329,970.68	0.00
2016 thru 6/3/2016	722,690.09	395,168.00	332,522.09	0.00
Totals	\$3,060,624.48	\$2,118,242.17	\$942,382.31	

Known Diverted Checks	2012	2013	2014
Laminak	312,997.25	17,758.53	11,194.39
Jenkins	260,623.52	170,568.06	20,792.07
Lanier		107,368.86	
Total	\$573,620.77	\$295,685.45	\$31,986.46

Difference	\$942,382.31
Less: Known Diverted Checks	(31,986.46)
Total unaccounted for	
Mass Torts Deposits	\$910,395.85

Privileged & Confidential - Attorney Work Product

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF INVOLUNTARY TERMINATION
OF**

KMA Capital, Inc.
File Number: 801204378

The Secretary of State hereby determines and finds the following:

1. That the entity is required to have and continuously maintain a registered agent and registered office address in this state.
2. That the entity has failed to maintain a registered agent or registered office address in this state as required by law.
3. That the entity has been given not less than 90 days notice of its neglect, delinquency or omission by certified mail.
3. That the entity has failed to correct the neglect, omission or delinquency.

It is therefore ordered that the above named entity be involuntarily terminated without judicial ascertainment.

Dated: 11/12/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX: (512) 463-5709
TID: 10315

Dial: 7-1-1 for Relay Services
Document: 577735320001

Exhibit E

Executor.000387

Estimated Payments to KMA Capital (Per Armasino) including support		
Total Tax payment due to Lorcar from Lasier	\$437,219.96	Amount from John Coveney's Tax schedule, see letter from Lorcar to Lasier June 10, 2013 requesting all Tax payments to be made to KMA Capital.
To KMA from sale of lot at Vaquero	275,000.00	Brian Lorcar's handwritten schedule of "K.M.A. Capital Contributions"
To KMA from "First Health"	47,000.00	Brian Lorcar's handwritten schedule of "K.M.A. Capital Contributions"
Additional Seroquel funds from Laminack	<u>328,000.00</u>	Brian Lorcar's handwritten schedule of "K.M.A. Capital Contributions"
Estimated Payments to KMA Capital (Per Armasino) including	\$1,087,219.96	

**Brian Loncar & Associates
Wire Transfer Advices - Frost Bank**

<u>Date</u>	<u>Amount</u>	<u>Sender</u>	<u>Receiver</u>	<u>Description</u>
07/30/12	250,000.00	Brian Loncar P.C.	Brian U. Loncar	
03/28/13	314,585.77	Brian Loncar P.C.	Mortgage Service Center Loan #52261732	
05/06/13	150,000.00	Brian Loncar P.C.	David J. Larue, Texarkana TX	
05/30/13	516,982.89	Brian Loncar P.C.	Valley Land Title Co., Pharr TX	
12/19/13	150,000.00	Brian Loncar P.C.	Optimum Disposal LLC	
12/31/13	87,500.00	Brian Loncar P.C.	Optimum Disposal LLC	
09/16/14	430,306.00	Car Wreck Masters, PLLC	Capital Title of Texas LLC Escrow Account	
05/27/15	403,253.22	Brian Loncar P.C.	Permlan Basin Title Services Escrow Acct.	
09/17/15	576925	Susan M. Sharko Drinker Biddle and Reath LLP	Brian Loncar PC P I Trust IOLTA Account	
12/29/15	404,646.22	Car Wreck Masters, PLLC	ADP Deposit Custodial Account	
02/17/17	200,000.00	Car Wreck Masters, PLLC	Northern Trust Company, Brian U Loncar Living Trust	