

CAUSE NO. 429-04428-2019

In re PHILLIP EDWARD LONCAR
Petitioner

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IN THE DISTRICT COURT
COLLIN COUNTY, TEXAS
____ JUDICIAL DISTRICT

**VERIFIED PETITION UNDER TEXAS RULE OF CIVIL PROCEDURE 202
FOR AUTHORITY TO TAKE ORAL AND VIDEOTAPED, DEPOSITIONS OF
CLAY LEWIS JENKINS AND PHILLIP WAYNE McCRURY BEFORE SUIT**

TO THE HONORABLE JUDGE OF SAID COURT:

Petitioner Phillip Edward Loncar (“**Phil Loncar**”), pursuant to TEXAS RULE OF CIVIL PROCEDURE 202.1(b), requests that the Court order the pre-suit oral and videotaped deposition of Respondents Clay Lewis Jenkins (“**Jenkins**”) and Phillip Wayne McCrury (“**McCrury**”) as follows:

SUMMARY OF THE RELIEF REQUESTED

1. Pursuant to TEXAS RULE OF CIVIL PROCEDURE 202, Petitioner seeks to investigate potential claims against the Respondents for: (a) breaches of fiduciary duties; (b) conflicts of interest; (c) conversion; (d) negligence; and, (d) issuance of a writ of mandamus. Petitioner desires to investigate these potential claims through the pre-suit depositions of Respondents.

2. The substance of the testimony Petitioner expects to elicit from Respondents’ relates to their breaches of fiduciary duties, self-dealing, conflicts of interest, failure to disclose material information, conversion of client files, conversion of client assets, negligence and other wrongful acts, which have caused damages to Petitioner and from which Respondents have personally and unlawfully benefited as a

result. Petitioner's reason for desiring to obtain such testimony from Respondent is to determine whether any claims should be pursued or if litigation should be instituted. The benefit of allowing the depositions outweighs the burden or expense of the procedure.

THE PARTIES

3. Petitioner is an individual resident of Collin County, Texas.

4. Respondent Clay Lewis Jenkins is an individual resident of Dallas, Dallas County, Texas, and may be served with process by at his residence located at 3624 Potomac Avenue, Dallas, Texas 75205, or wherever else he may be found.

5. Respondent Phillip Wayne McCrury is an individual resident of Tarrant County, Texas, and may be served with process at his residence located at 6675 Laurel Valley Drive, Fort Worth, Texas 76132, or wherever else he may be found.

JURISDICTION AND VENUE

6. This matter meets the jurisdictional requirements of this Court, therefore, this Court has jurisdiction over this matter. Venue is proper in Collin County, Texas, as Collin County, Texas, is the county in which all or a substantial part of the events or omissions giving rise to Petitioner's potential claims or suit occurred.

IDENTITY OF PERSONS WITH ADVERSE INTERESTS

7. The names of the persons that Petitioner expects to have interests adverse to Petitioner's in the anticipated suit, and the addresses and telephone numbers for such persons are as follows:

- a. **Clay Lewis Jenkins**
3624 Potomac Avenue
Dallas, Texas 75205
Telephone (972) 938-1234

- b. Phillip Wayne McCrury**
6675 Laurel Valley Drive
Fort Worth, Texas 76132
Telephone (817) 332-2500

PURPOSE OF THE VERIFIED PETITION

8. Petitioner seeks to investigate potential claims against the Respondents.
See, Tex.R.Civ.P. 202(d)(2).

9. Petitioner is the biological father of the late attorney, Brian Loncar. Brian Loncar passed away on December 4, 2016.

10. Brian Loncar was the founder of the law firm commonly known as Brian Loncar & Associates (the “**Loncar Firm**”). At all relevant times, the Loncar Firm was 100% controlled and owned by Brian Loncar, P.C. (“**Loncar PC**”).

11. On April 29, 2014, Brian Loncar formed the Brian U. Loncar Living Trust (the “**Loncar Trust**”). Under the terms of the Loncar Trust trust Agreement (the “**Trust Agreement**”), Brian Loncar was designated the trustee of the Loncar Trust. The Trust Agreement provided, however, that, in the event of Brian Loncar’s death, his father, Petitioner Phil Loncar, if he survived Brian Loncar, was appointed as the first successor trustee. The second and third successor trustees under the Trust Agreement were William Sena (“**Sena**”) and Respondent Clay Jenkins, respectively.

12. As contemplated by Brian Loncar, and as set forth in the Trust Agreement, the original corpus of the Loncar Trust consisted of Brian Loncar’s 100% ownership interest in Loncar PC. As of June 1, 2014, 100% ownership of Loncar PC and the Loncar Law Firm were transferred from Brian Loncar, personally, to the Loncar Trust, respectively.

13. Brian Loncar died leaving a Last Will and Testament (the “**Loncar Will**”). Under the Loncar Will, Petitioner Phil Loncar was appointed as the Independent Executor of Brian Loncar’s estate (the “**Loncar Estate**”). The Loncar Will further provided for the appointment of William Sena and Clay Jenkins as the first successor and second successor executors of the Loncar Estate, respectively.

14. Respondent Clay Jenkins approached Phil Loncar at his son Brian’s funeral, and managed to get Petitioner to, among other things, retain him as his legal counsel in connection with his performance of his duties and obligations as Trustee of the Loncar Trust and Executor of the Loncar Estate (the “**Jenkins Retention**”). Jenkins, as Phil Loncar’s legal counsel, also got Phil Loncar to retain Respondent McCrury to represent him as his legal counsel in the probate proceedings.

15. While representing Petitioner as his legal counsel, Respondents advised Petitioner that, because Petitioner did not have a license to practice law in the State of Texas, it was unlawful for him to manage the Loncar Firm, even as Trustee of the Loncar Trust, and even just to wind down and/or sell the firm. Respondents convinced Petitioner that he should cede control and management of the Loncar Firm to Respondent Jenkins. Petitioner Phil Loncar took his attorneys’ advice and gave over full control and management of the Loncar Firm to Respondent Jenkins.

16. While Respondents were representing Phil Loncar, and while Respondent Jenkins had wrested management and control over the Loncar Firm from Phil Loncar, Respondent Jenkins submitted an offer to Petitioner, as Trustee of the Loncar Trust, ***for respondent Jenkins personally*** to acquire the Loncar Firm from the Trust (the “**Jenkins Offer**”).

17. The Jenkins Offer was a “low ball” offer that would have resulted in a windfall to Respondent Jenkins, but a disaster for the Loncar Trust. Both Respondents Jenkins and McCrury, nonetheless, exerted pressure on Petitioner to accept the offer, and advised him that he needed to sell the Loncar Firm to Respondent Jenkins immediately to avoid losing all value for the Loncar Trust.

18. Petitioner did not accept the Jenkins Offer. In response, Jenkins and McCrury advised, pressured and induced Petitioner into resigning as Executor of the Loncar Estate. While Petitioner did eventually succumb to the pressure and legal advice exerted by his legal counsel to resign as Executor of the Loncar Estate, Petitioner does not recall resigning as Trustee of the Loncar Trust.

19. After Petitioner resigned as Executor, Respondent Jenkins was approved by the Probate Court as the second successor Executor of the Loncar Estate; after William Sena waived his right to do so. Petitioner is aware that Mr. Sena waived his rights after he was contacted by Respondents. Respondents’ discussions with Mr. Sena are one of the topics of the investigation and depositions being sought.

20. Although the Loncar Firm was in fact an asset of the Loncar Trust, Petitioner has learned that Respondent Jenkins managed and operated the Loncar Firm as an asset of the Loncar Estate, not as an asset of its actual owner, the Loncar Trust.

21. Petitioner sought to determine if, and if so when and how, Respondents may have gotten Petitioner to resign as Trustee of the Loncar Trust. In furtherance of Petitioner’s efforts, Petitioner made demand upon Respondents to deliver all of Petitioner’s legal files, including the legal files relating to Petitioner’s positions as Executor of the Loncar Estate and Trustee of the Loncar Trust.

22. Respondents have refused to provide Petitioner with any of his legal files. Instead of delivering the files, when Petitioner requested them, Respondents tag-teamed Petitioner by calling him one after the other, and threatening and intimidating him into not pursuing what he was legally entitled to, and what Petitioners are duty bound to provide, his legal files. Respondents contacted and communicated directly with Petitioner, even though they both knew Petitioner was represented by the undersigned legal counsel.

23. To this day, Respondent Jenkins and Respondent McCrury have refused to provide Petitioner with access to his legal files.

24. Petitioner believes, and is seeking to investigate and determine whether, Respondents used their representation of Petitioner for personal gain and to advance their own personal, undisclosed, interests.

25. Petitioner seeks to investigate whether or not Respondents have breached their fiduciary duties, have engaged in self-dealing, have engaged in conflicts of interest, have converted assets of the Loncar Trust, are subject to a writ of mandamus to deliver Petitioner's legal files, and have personally profited and otherwise benefitted as a result.

26. Respondents are believed to have information and knowledge regarding the matters set forth in the **Summary of Potential Matters** attached hereto for all purposes as Exhibit "A," as well as to discover other issues involving Respondents' abuses and wrongful conduct as legal counsel to Petitioner Phil Loncar.

ARGUMENTS AND AUTHORITIES

27. Petitioner has met the requirements pursuant to Rule 202 of the TEXAS RULES OF CIVIL PROCEDURE ("**TRCP**"). Rule 202 outlines the requirements of taking a deposition before suit or to investigate potential claims. TEX. R. CIV. P. 202. Under the

Rule, a person may petition the court for an order authorizing the taking of a deposition, either orally or on written questions, to either: (a) perpetuate or obtain the person's own testimony or that of any other person for use in an anticipated suit; or, (b) to investigate a potential claim or suit. TEX. R. CIV. P. 202.1. Here, the Petitioner seeks to obtain this deposition to investigate potential claims against Respondents. Specifically, Petitioner believes that Respondents have committed breaches of fiduciary duties, have engaged in self-dealing, have engaged in conflicts of interest, have converted assets, have violated their legal obligations to deliver Petitioner's legal files and have done so for purposes of personal profit and to advance their own interests.

28. A court order is required to take any deposition under Rule 202. As such, the party seeking to take the deposition prior to filing of a lawsuit must file a verified petition. TEX. R. CIV. P. 202.2(a). The Petitioner has met this requirement.

29. Further, this Verified Petition has been filed in Collin County, Texas, as Collin County, Texas is the county in which all or a substantial part of the events or omissions giving rise to Petitioner's potential claims or suit occurred, and the county in which Petitioner resides. *See* TEX. CIV. PRAC. & REM. CODE § 15.002; *and* TEX. R. CIV. P. 202.2(b).

30. If the deposition is being taken to merely investigate a potential claim by or against the Petitioner, notification of those persons who may have an adverse interest is not required. The petition must also include the name, address, and telephone number of the deponent, as well as a statement regarding the expected testimony, any documents that the person will be requested to provide at the deposition, and the reasons that the testimony is desired by Petitioner. TEX. R. CIV. P. 202.2(g). Here, the Petitioner has met this requirement.

31. Lastly, the petition should request that the court issue an order allowing for the deposition. As a result of his filing of this Verified Petition, the Petitioner respectfully requests that this Honorable Court set this matter for hearing. Additionally, Petitioner will serve this Verified Petition and notices of hearing upon Respondent, in accordance with Rule 21a, and at least fifteen (15) days before the date of the hearing.

PRAYER

THEREFORE, for the reasons stated, Petitioner respectfully requests that this Honorable Court set a date for hearing on this Petition, and after the hearing find that the likely benefit of allowing the Petitioner to take the requested depositions to investigate potential claims outweighs the burden or expense of the procedure. Petitioner further respectfully requests that this Honorable Court issue an order authorizing Petitioner to take the oral and videotaped depositions of Respondents, to be taken at a time and place to be specified by Petitioner in a deposition notice as required by the Texas Rules of Civil Procedure.

Respectfully submitted,



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ATTORNEY FOR PETITIONER

VERIFICATION

STATE OF TEXAS §
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COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Petitioner Phillip Edward Loncar , known to me to be the undersigned, who being by me duly sworn on oath, said that the factual statements contained in paragraphs 8 through 26 of the Verified Petition for Authority to Take Oral and Videotaped Depositions of Clay Lewis Jenkins and Phillip Wayne McCrury Before Suit are within his personal knowledge, except where the statements have otherwise been qualified herein as being made on information and belief, and are true and correct.

EXECUTED this 12 day of August, 2019.



Phillip Edward Loncar

SUBSCRIBED AND SWORN BEFORE ME on this 12th day of August, 2019, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



EXHIBIT A

SUMMARY OF POTENTIAL MATTERS

LIMITATION OF VERIFICATION

Petitioner’s verification is limited to those matters set forth and expressly sworn to in his verification. All other matters contained in this Exhibit are believed to be facts, are pled on information and belief, and are additional subjects of the claims to be investigated.

BRIAN LONCAR’S DEATH – “THE STRONG ARM”

1. Brian U. Loncar, Deceased (“**Brian**” or “**Decedent**”), was one of the most well-know and successful personal injury lawyers in Texas. He died on December 4, 2016, in Dallas County, Texas, at the age of 56 by his own hand, as a result of a cocaine overdose in his own car in the parking lot of his law firm, one week after his 16 year old daughter committed suicide.

THE LONCAR APPOINTMENTS PURSUANT TO THE LAST WILL AND TESTAMENT OF BRIAN U. LONCAR AND THE BRIAN U. LONCAR LIVING TRUST

2. Prior to his death, Brian Loncar made two separate and distinct appointments of his father Phil Loncar (the “**Loncar Appointments**”). First, in his Last Will and Testament (the “**Will**”), Brian U. Loncar named Phil Loncar as the Independent Executor (“**Executor**”) of the Estate of Brian U. Loncar (the “**Estate**”). Second, and separately, Brian Loncar named Phil Loncar Trustee (“**Trustee**”) of the Brian U. Loncar Living Trust (the “**Loncar Living Trust**”) in the event Brian Loncar predeceased his father. It is undisputed that the Loncar Appointments were made by Brian Loncar and this was the desire of the Decedent, Brian Loncar, if his father, Phil Loncar, survived him.

3. The Loncar Living Trust was created on April 29, 2014, over two and one-half years prior to Brian's death. The initial corpus of the Loncar Living Trust consisted of the entirety of Brian Loncar's 100% ownership interest in Brian Loncar, PC ("**Loncar PC**"). Loncar PC was, at all times has been, and currently is, the sole owner of the law firm previously known as Brian Loncar & Associates, and currently known as Loncar Associates (the "**Loncar Law Firm**").¹ Thus, as of June 1, 2014, Loncar PC and the Loncar Law Firm were transferred from Brian Loncar's assets and specifically partitioned from the assets of Brian Loncar's Estate. By all accounts, the Loncar Law Firm was Brian Loncar's single most valuable asset.

4. Although the initial corpus of the Trust was solely the Loncar Law Firm, both the Trust agreement and Brian's Will affirmatively established that Brian Loncar did not want any of his assets administered in probate. In this regard, Brian's Will contained pour-over provisions mandating that, upon Brian's death, all of his assets not previously transferred to the Trust, were to be transferred to the Trust; leaving a no-asset Estate.

THE CLAY JENKINS CONNECTION TO THE LONCAR LAW FIRM

5. Jenkins is an attorney licensed to practice in the State of Texas. He is also the Dallas County Judge, the highest elected official in Dallas County, Texas. Although Jenkins holds the highest elected office in Dallas County, he does not conduct his business in Dallas County. Instead, Jenkins has, at all relevant times, maintained his own legal practice in Ellis County, Texas – specifically Waxahachie; first under the name Jenkins & Jenkins and then, through the date of filing of this motion, as Clay Jenkins & Associates (collectively, the "**Jenkins Law Firms**").

¹ Although there are filed assumed name certificates for Loncar & Associates, there have never been any assumed name certificates filed for Loncar Associates.

JENKINS'S GRAVY TRAIN

6. For years before Brian Loncar's death, Jenkins and the Jenkins Law Firms depended upon Brian Loncar and the Loncar Law Firm for business, case referrals, income, and profitability.

7. Like a remora, for years, Jenkins and the Jenkins Law Firms fed off of and lived on cases that the Loncar Law Firm referred to them. Jenkins's dependence upon the Loncar Law Firm was of such importance to Jenkins, that Jenkins willingly diverted payments he owed to the Loncar Law Firm, including legal referral fees (hereinafter referred to as the "**Diverted Referral Fees**").

8. Upon information and belief, Jenkins and the Jenkins Law Firms received millions of dollars in fees from cases that were originated by Brian Loncar and the Loncar Law Firm and then referred to the Jenkins Law Firms (hereinafter referred to as the "**Loncar Referral Business**"). Upon further information and belief, the loss of the Loncar Referral Business would have had devastating financial consequences for Jenkins, personally, and for the Jenkins Law Firms.

9. For Jenkins, the Loncar Referral Business was a double windfall for Jenkins and the Jenkins Law Firms. While he had a generous and lucrative source of business revenue stream, he also did not have to spend the money on marketing, advertising or client development normally associated with the type of legal cases referred to him. Instead, he could simply reap the benefits of the millions of dollars the Loncar Law Firm spent each year on marketing, advertising and client development.

JENKINS CALLOUSLY INSINUATES HIMSELF INTO PHIL LONCAR'S NIGHTMARE

10. Jenkins attended Brian Loncar's funeral. Unfortunately, it was not just to pay his respects to Brian Loncar, but was to ensure that his lucrative stream of revenue was not buried with him.

11. Phil Loncar, Brian's father, had just lost his son in a tragic way, and, one week before, had lost his granddaughter in an even more tragic way. To say that Phil Loncar was vulnerable and exposed, is an understatement.

12. Rather than respect Phil Loncar's despair, Jenkins exploited it. Jenkins accosted Phil Loncar at Phil Loncar's most vulnerable moment; his son's funeral. Jenkins callously used the funeral, and Phil Loncar's vulnerability, to set in motion his plan to protect his own personal, financial interests.

13. At the funeral, Jenkins introduced himself to Phil Loncar allegedly as "Brian's best friend," an attorney, and the County Judge of Dallas County. Jenkins advised Phil Loncar that he was uniquely suited to counsel Phil Loncar in his roles as executor of the Estate and Trustee of the Trust because, not only was he connected through his public office, but he also: (a) had a long history with the Loncar Law Firm and with Brian; (b) was qualified to operate and manage the Loncar Law Firm's 13 offices; (c) was intimately familiar with the business, financial, marketing and legal methods Brian employed; and, (d) was purportedly material to the financial wellbeing of the firm based upon the amount of referral fees he had paid, and that he owed – including over \$1 million at the time of the funeral. Jenkins further advised Phil Loncar that he had to act immediately to preserve the value of the Loncar Law Firm for sale and liquidation and that Jenkins was willing to assist him, both as legal counsel and in the management of the firm, to help Phil Loncar fulfill his legal obligation to do so.

14. In the course of conversation, Jenkins exploited not only Phil Loncar's nightmare, but also Jenkins's public office, his alleged connections and his exaggerated personal relationship with Phil Loncar's son, and solicited Phil Loncar's legal business in connection with his role as Executor of Brian's Estate and Trustee of Brian's Trust.

JENKINS TOOK CONTROL OF THE LONCAR LAW FIRM WITHOUT AUTHORITY AND WITHOUT PHIL LONCAR'S INFORMED CONSENT

15. Having exploited Phil Loncar's desperate situation, Jenkins took immediate advantage of the situation. To that end, Jenkins immediately seized control of the Loncar Law Firm to ensure that he and the Jenkins Law Firms continued to benefit from the Loncar Referral Business, and to have the means to continue to conceal the Diverted Referral Fees.

16. Jenkins took control of the Loncar Law Firm without authority and without Phil Loncar's informed consent. In furtherance of his effort, Jenkins devised a plan to continue his manipulation of, and control over, Phil Loncar; or, in the event Phil Loncar did not continue to succumb to his exploitive tactics, to remove him as the Executor of Brian's Estate and as the Trustee of the Loncar Living Trust.

17. In his exploited weak and vulnerable condition, Phil Loncar retained Clay Jenkins to represent him as Executor and Trustee.²

18. As part of his scheme to control Phil Loncar and the Loncar Law Firm, or, to ultimately remove Phil Loncar, if necessary, Jenkins retained two sets of additional counsel, allegedly to act on "Phil Loncar's behalf;" Phil McCrury ("**McCrury**") with the

² Jenkins was so manipulative, and his self-dealing so planned, that he did not dare have Phil Loncar sign a retainer agreement to, one can assume, avoid "conclusive" evidence of the attorney client relationship that existed. Unfortunately for Jenkins and the Jenkins Law Firms, not only do the parties' dealings establish that an attorney client relationship was formed, but Jenkins, when he retained the Cobb Martinez firm to represent Phil Loncar, expressly admitted that he had been retained by Phil Loncar in the Cobb Martinez Fee Agreement.

Fort Worth based law firm of Kelly, Hart & Hallman, and the Dallas law firm of Cobb Martinez (“**Cobb Martinez**”). Jenkins acted on behalf of Phil Loncar when retaining and interacting with said lawyers – frequently without Phil Loncar’s knowledge, authority or informed consent.

19. Cobb Martinez performed its services on Phil Loncar’s behalf honorably, honestly, and competently. As part of its representation, Cobb Martinez issued a legal opinion that Phil Loncar *could* legally manage the Loncar Law Firm as Trustee of the Trust for purposes of selling and/or winding up the firm’s practice (the “**Cobb Martinez Opinion**”).

20. Unfortunately, Jenkins scheme worked and he controlled the flow of information from and to Cobb Martinez. Jenkins, notwithstanding his legal and ethical duties, not only concealed the Cobb Martinez Opinion from Phil Loncar, but affirmatively lied to and misled Phil Loncar; telling him that because he was not a licensed attorney, he could not have anything to do with operating or managing the firm for any purpose, even as Trustee.

21. Jenkins further represented to and counseled Phil Loncar that Phil Loncar could only effectively fulfill his legal duties and obligations by assigning all control and management of the Loncar Law Firm to Jenkins; which would, in addition to avoiding the “legal prohibitions” of Phil Loncar operating the firm, purportedly preserve the value of the firm, facilitate a quick and efficient liquidation, and, ultimately, maximize the distribution of the proceeds to be received for distribution under Brian’s Trust agreement.

22. Phil Loncar had but one goal in mind when it came to the Loncar Law Firm and his duties as Trustee – to implement his son’s expressed wishes to sell the firm for the greatest possible value and for the ultimate benefit of trusts that Brian Loncar had

created for his daughters. Unfortunately, Jenkins masterfully took advantage and manipulated it. Believing he could not legally do so himself, Phil Loncar allowed his attorney, Clay Jenkins, to assume control of the Loncar Law Firm.

23. Jenkins acted swiftly and decisively. He immediately called meetings of the Loncar Law Firm attorneys and personnel and pronounced that he was in charge of the firm from that point forward. Jenkins, who, upon information and belief, carried little weight with a substantial percentage of the attorneys and personnel, used his office as County Judge to bring everyone in line and accept what he had duped Phil Loncar into doing. Specifically, but without limitation, Jenkins brazenly declared at meetings wherein he was consolidating his control that, because he was County Judge, he could get things done in the cases and for the clients that no one else could. Among other things, Jenkins bragged to long-term employees of the Loncar Law Firm that the Dallas Police Department would “adjust” or “alter” police reports and/or testimony to suit Jenkins’s needs and to advance the interest of the firm and its clients’ cases. When questioned about how he could possibly get that done and, more importantly, why, Jenkins responded that he was their boss and, as such, “why wouldn’t they do it?”

JENKINS CONTINUED TO MISLEAD PHIL LONCAR FOR JENKINS’ OWN BENEFIT

24. Having secured immediate control over the Loncar Law Firm, Jenkins understood that, if Brian Loncar’s express wishes were to be followed, his time to secure permanent control over the firm, and ensure his continued pipeline of business, was very limited.

25. Jenkins had one shot with Phil Loncar in place as Trustee of the Trust and Executor of the Estate, and that was to induce Phil Loncar to agree to sell the Loncar Law Firm to Jenkins.

26. Jenkins focused his efforts on getting his client, Phil Loncar, to convey outright **ownership** of the firm to him. Jenkins, aware of the irreconcilable and blatant conflict of interest he had in both representing Phil Loncar, the Estate, and the Trust, on the one hand, and representing himself and seeking to personally profit at their expense by acquiring the firm, on the other, retained McCrury ostensibly to “represent” Phil Loncar’s interests as Executor and Trustee. In reality, McCrury served but one master, Jenkins, and his retention was nothing more than cover for Jenkins and a shill to advance Jenkins’s deceitful, unlawful, unethical and immoral agenda.

27. While the intent behind Jenkins’s retention of McCrury is now clear – to give Jenkins cover – Jenkins convinced Phil Loncar that he had to hire McCrury to assist in the representation in the probate court. Jenkins persuaded Phil Loncar that, due to the way his son Brian had managed and operated the Loncar Law Firm, there were purportedly some potential landmines that would have to be navigated in the probate proceedings.³ Jenkins convinced Phil Loncar that McCrury and Jenkins worked together in the past, that Jenkins controlled Dallas and that McCrury “controlled” Tarrant County, and that, together, the two could and would be able to get matters fully resolved in the probate court “without any questions being asked.”⁴ Relying upon Jenkins’s advice as his

³ Jenkins’s early linkage of the Loncar Law Firm to the probate proceedings was a precursor of what Jenkins was planning in the future; the conversion of the firm away from the Trust and into the Estate. As was evidenced by Jenkins’s submission of his offer to purchase the Loncar Law Firm just a few weeks later to the Trust, not the Estate, Jenkins was certainly aware that the probate court had no jurisdiction over any issues involving the Loncar Law Firm. Jenkins, however, showed his hand early when he induced Phil Loncar to retain Phil McCrury.

⁴ The “no questions asked” was really for Jenkins’s benefit, as much as for anyone else’s as Jenkins clearly had a problem with the Diverted Referral Fees, among other things, and could not afford court scrutiny of those transactions. Further, Jenkins needed to avoid court scrutiny of his usurpation of the Loncar Law Firm and his irreconcilable conflicts of interest in his attempt to acquire the firm from the Trust.

legal counsel, Phil Loncar retained McCrury to represent him as executor of Brian Loncar's estate.⁵

28. Working in concert with each other, both Jenkins and McCrury began almost immediately to press Phil Loncar to sell the Loncar Law Firm. In lock-step, Jenkins and McCrury both advised and represented to Phil Loncar that the longer it took to sell the firm from the time of Brian's death, the less the firm would be worth. They urged and advised Phil Loncar that, if Phil Loncar wanted to faithfully fulfill his duties and obligations, as well as honor his son's wishes, he needed to sell the firm immediately.

29. Not surprisingly, but certainly chillingly, on January 21, 2017, **Jenkins, individually**, submitted an offer in the form of an Asset Purchase Agreement (the "APA"), to Phil Loncar, as Trustee, to acquire the Trust's 100% ownership of the Loncar Law Firm.

WHAT YOU DON'T KNOW CAN AND WILL HURT YOU – SELF DEALING

30. As Phil Loncar's legal counsel, Jenkins owed Phil Loncar the highest duty of fidelity, honesty, integrity and disclosure known under the law.

31. Having already coopted Phil Loncar, Jenkins clearly saw these legal, ethical and moral duties and obligations, including the duties of disclosure and honesty, as mere distractions.

32. To the extent Jenkins could even ethically submit the Asset Purchase Agreement to Phil Loncar at all, he was absolutely required to make a series of mandatory

⁵ Jenkins's ruse is all the more sinister in light of the fact that the Loncar Law Firm **was not, is not, and cannot legally be** an asset of Brian Loncar's Estate. Thus, the need to retain a probate attorney that "could get things done with no questions asked," was necessary for Jenkins's plans as that attorney could facilitate the unlawful and wrongful assignment of the firm from the Trust into the Estate.

disclosures and to obtain Phil Loncar's informed consent and waiver of conflicts, none of which occurred.

33. Jenkins, for instance, never disclosed to Phil Loncar that Jenkins had hired his own independent law firm to represent him and assist him with the complicated acquisition of the Loncar Law Firm. He also never advised Phil Loncar to get his own independent counsel to represent him, the Estate, or the Trust with the complicated business, tax, legal, and ethical issues involved in the sale of the Loncar Law Firm. Instead, Jenkins had McCrury suddenly handed Phil Loncar a copy of the Asset Purchase Agreement with the advice that Phil Loncar should accept the offer as purportedly being in the best interest of the Trust.

34. Jenkins also never disclosed to Phil Loncar that an attorney is generally prohibited from engaging in any transaction with his or her client and, that if an attorney does so engage in a transaction, that the attorney is required to: (a) make full disclosure of the serious conflicts that exist in any such situation; and, (b) obtain the client's written, informed, consent to proceed.

35. Jenkins, who controlled both sides of the transaction, and misled Phil Loncar into believing he was Phil Loncar's friend and lawyer and was acting in Phil's, the Estate's and the Trust's best interests, knew that any one of the required disclosures or consents could derail his plans and kill his opportunity to acquire the Loncar Law Firm for little to no money. So, he just ignored them.

36. Both Jenkins and McCrury pressured Phil Loncar to make a fast decision to execute Jenkins' Asset Purchase Agreement and sell the Law Firm to Jenkins. McCrury, for his part, "advised" Phil Loncar that the decision had to be made quickly, allegedly to

preserve whatever value remained in the Law Firm and that Jenkins's offer represented the best opportunity for Phil and the Estate.

37. In reality, Jenkins' offer was a "rip-off" for the Loncar Law Firm, the Estate and the Trust. It was good for one person only – Clay Jenkins. It was a bad deal for the Trust and would have been a windfall for Jenkins. The APA contained terms that were completely one-sided in favor of Clay Jenkins in every respect, including the illusion of a purchase price and the terms. Jenkins only offered to make a \$1,000,000 down payment and pay future payments, if any, out of the "profits" of the Law Firm, which Jenkins would own and control 100%, and could manipulate.⁶ There were no guaranteed payments, no personal guaranty by Jenkins, and no specific purchase price, just \$1,000,000 down for a law practice that Phil Loncar estimated was worth about \$40,000,000.

38. Notwithstanding the enormous and substantial amount of pressure from both Jenkins and McCrury to do so, Phil Loncar did not accept Jenkins's offer and did not execute Jenkin's APA.

JENKINS JUST UNLAWFULLY SEIZES WHAT HE OTHERWISE COULD NOT LEGITIMATELY ACQUIRE

39. Undeterred by Phil Loncar's refusal to execute the APA, Jenkins implemented his Plan "B" to ensure his own personal wealth through the Loncar Law Firm gravy train.

40. Jenkins knew that if anyone else acquired the Loncar Law Firm for its actual value, the purchaser would not continue to feed Jenkins the millions of dollars in referrals he was realizing. Jenkins did not have the trial experience or reputation to obtain referrals

⁶ On information and belief, since taking over control of the law firm, Jenkins has funneled millions of dollars in fees away from the Loncar Law Firm and into his own coffers by transferring the cases to his Waxahachie practice. Based upon this and other acts and omissions Jenkins has undertaken, any offer from Jenkins that included a promise to pay a percentage of "profits" is, in reality, illusory at best.

from anyone that would pay a fair market value for the Loncar Law firm. In other words, it was very unlikely that another purchaser would continue to refer the same volume or the magnitude of cases to Jenkins.

41. To advance his own self-interests, Jenkins determined that he would simply take what he wasn't able to unethically induce Phil Loncar to sell. Jenkins's newest plan required that he implement a multi-step process to both transfer the Loncar Law Firm out of the Trust and into Brian's Estate and install himself as Executor of the Estate (hereinafter referred to as the "**Jenkins Takeover Plan**").

42. There were several hurdles Jenkins had to overcome to gain effective ownership of the Loncar Law Firm without having to actually pay for it. Jenkins designed and implemented the Jenkins Takeover Plan to do just that. Specifically, but without limitation, the plan included:

- a.** Eliminating Phil Loncar as the Executor of the Estate [**Step One**];
- b.** Eliminating Phil Loncar as the Trustee of the Trust [**Step Two**];
- c.** Inducing Sena, Brian's first designated successor Independent Executor, to waive his right to become executor once Phil Loncar resigned [**Step Three**];
- d.** Inducing Sena, Brian's first designated successor Trustee, to waive his right to become trustee once Phil Loncar resigned [**Step Four**];
- e.** Installing himself as Executor of Brian Loncar's Estate [**Step Five**];
- f.** Covertly and unlawfully seizing ownership and control of the Loncar Law Firm from the Trust, which was required to be liquidated within six months of Brian's death, and operate it out of the Estate [**Step Six**];
- g.** Conceal the unlawful seizure of the Loncar Law Firm from the Probate Court and use the Court as a shield to continue to personally benefit from the unlawful operation of the Loncar Law Firm [**Step Seven**].

43. While there were certainly hurdles for Jenkins, there were at least two essential goals Jenkins desperately needed to accomplish.

44. First, and as previously discussed, Jenkins's and his firm's profitability, if not its continued existence, depended upon the continued referrals from the Loncar Law Firm, coupled with the absence of any need to spend any money on marketing, client development and/or advertising for his practice.

45. Second, Jenkins was aware that *for years* he had received referrals from the Loncar Law Firm and owed the firm lots of money in referral fees for those cases; at least some of which he diverted. Were someone other than Jenkins to take over the Loncar Law Firm, assume the role of Trustee of the Trust, and/or Executor of the Estate, Jenkins knew the Diverted Referral Fees would be discovered and acted upon. Jenkins also knew that a new owner would require an audit from Jenkins of all the cases referred to him by the Loncar Firm, all the settlements made, all the expenses actually paid, all the net proceeds, and whether the referral fees paid to the Loncar Firm were correct.

46. Specifically, Jenkins having diverted substantial dollars, in referral fees to entities that were not licensed to practice law and that Jenkins should not pay; knew that any independent Trustee or Executor would have claims against Jenkins for the diverted fees.

47. While Jenkins's diversion of the referral fees is now well documented, it is also believed, and hereby alleged on information and belief, that the Diverted Referral Fees also includes at least a portion of other referral fees owed to the Loncar Law Firm that Jenkins simply, wrongfully retained.

48. The Diverted Referral Fees represented two potential problems for Jenkins; one financial, the other professional.

49. Financially, in the event the Loncar Law Firm was sold, or placed under the control of someone other than Jenkins, Jenkins faced the real likelihood of being sued for recovery of the Diverted Referral Fees that the firm should have received, but did not.

50. Professionally, the Diverted Referral Fees could potentially constitute violations of Texas prohibition against payment of attorneys' fees in general. The disclosure of these unlawful payments could, therefore, have potentially catastrophic consequences for Jenkins, both as a licensed attorney and as the Dallas County Judge.

51. In short, the risks to Jenkins of not implementing the Jenkins Takeover Plan were potentially existential, whereas the benefits of successfully implementing the plan were profound.

JENKINS ELIMINATES PHIL LONCAR AND SENA AS IMPEDIMENTS TO HIS PLAN - STEPS ONE THROUGH FOUR COMPLETED

52. Motivated both by greed and fear, Jenkins was relentless; employing a campaign of lies, deceit and intimidation, in his efforts to remove Phil Loncar and Sena as impediments to the Jenkins Takeover Plan.

53. Phil Loncar was a deeply committed father and grandfather and, as Jenkins knew, was completely griefstricken by the enormous losses he had suffered. With no shame whatsoever, Jenkins exploited Phil Loncar's losses to get him to resign as Executor of the Estate and, perhaps, as Trustee of the Trust.

54. Jenkins used McCrury to get Phil Loncar to resign. McCrury appeared at Phil Loncar's home and told Phil Loncar that his two surviving granddaughters were purportedly planning on suing him personally if he did not resign as Executor of the Estate. McCrury told Phil Loncar that the granddaughters had hired a prominent attorney that had achieved notoriety by taking President Bill Clinton's deposition in the Paula

Jones case. McCrury, instead of explaining the alleged claims and talking about his client's potential exposure or his defenses, simply told Phil Loncar that it would be a long, tortuous battle against two of his remaining family members that would take up all of Phil Loncar's time and prevent him from enjoying the latter years of his life doing what he loved; playing golf.

55. Without so much as an explanation of the alleged claims, or a discussion of any defenses, Phil Loncar was devastated. A giant hole had been ripped into his family, and now his legal counsel was telling him that, if he did not resign as Executor of his son's Estate, the family would be totally destroyed. It was too much for Phil Loncar to bear and, as Jenkins had planned all along, Phil Loncar agreed to resign as Executor of Brian Loncar's Estate.

56. Jenkins immediately had papers drawn up for Phil Loncar to execute to resign as Executor of the Estate and, possibly, as Trustee of the Trust. Succumbing to Jenkins' threats and relying on Jenkins' advice, Phil Loncar resigned as Executor on January 23, 2017.

57. Having eliminated Phil Loncar, Jenkins trained his sights on William Thomas Sena, Jr. ("**Sena**"). Sena was Brian Loncar's old friend and long time financial advisor. Brian Loncar and Sena actually had the close, personal friendship that Jenkins lied about. Sena was named by Brian Loncar as the First Successor Independent Executor in Brian's will and as the next in line to become Trustee of the Brian U. Loncar Living Trust, to succeed Phil Loncar in both.

58. Jenkins approached Sena and told him that Phil Loncar had resigned as Executor of Brian Loncar's estate and that Sena was next in line under Brian's Will and his Trust agreement.

59. Clay Jenkins manipulated Sena into waiving his appointments, misrepresenting to him that the operation and sale of the Loncar Firm alone would be so complicated and time-consuming, that Jenkins, himself, who was the second successor independent executor under Brian's Will and successor Trustee after Sena under the Trust agreement, would likewise waive his appointments and ensure that an "institutional" Executor and Trustee was retained and appointed.

60. Sena believed Jenkins' misrepresentations and relied on them and, as a result, on February 7, 2017, waived his right to serve as the second successor independent executor of the Estate and Trustee of the Trust. Sena, aware of who and what Jenkins was, would not have waived his rights as successor Executor and Trustee had Jenkins not represented that Jenkins likewise was waiving his rights and that he would ensure that an institutional Executor and Trustee were appointed.

HIS PLAN MORE THAN HALFWAY COMPLETED, JENKINS COMPLETES STEP FIVE BY MOVING FOR, AND ULTIMATELY BEING APPOINTED AS, EXECUTOR

61. On February 22, 2017, the Probate Court, having received Phil Loncar's resignation and Sena's waiver, both engineered by Jenkins, entered an order approving Jenkins as the successor Independent Executor of Brian Loncar's Estate. Jenkins successfully managed to get himself installed as Executor of Brian Loncar's Estate. Step Five of the Jenkins's Takeover Plan was completed.

62. With Brian's Will and the Trust agreement clearly mandating that the Loncar Law Firm was already excluded from what would eventually be a no-asset Estate anyway due to the pour-over provisions of the Will, Jenkins needed to tap into all of his corrupt tactics and influences to seize ownership of the firm from the Trust, keep it from being sold/liquidated, and simply run it as his own in the Probate Court.

THE SELF-PROCLAIMED “UNTOUCHABLE” CLAY JENKINS, PROVES HE IS JUST THAT, AT LEAST TEMPORARILY – THE FINAL STEPS COMPLETED

63. With Step Five completed, and the time ticking on the mandatory liquidation of the Trust assets, including the Loncar Law Firm, Jenkins had to act quickly and decisively to subvert Brian Loncar’s wishes, avoid the ethical constraints upon him as an attorney and as an Executor, deceive the Probate Court, and somehow transfer the Loncar Law Firm into the Estate. To get away with it, Jenkins truly had to be the “untouchable County Judge” that he so brazenly and openly proclaimed he was to members of the Loncar Law Firm.

64. Although the Loncar Law Firm was unquestionably an asset of the Trust and not property of the Estate, Jenkins, now acting as the Executor, simply decided that he would ignore this essential fact and simply coopted ownership of the law firm as part of the Estate.

65. There is no question that Jenkins has unlawfully exercised control and ownership over the Loncar Law Firm through the abuse of his position as Executor of the Estate. Using a cadre of attorneys, Jenkins has filed lawsuits and asserted demands as Executor of the Estate as purported owner of the Loncar Law Firm; including actions and defenses asserted in the probate court.

66. Not unlike the 1990s criminal enterprise “The Republic of Texas,” Jenkins has used public filings to fraudulently claim ownership of the Loncar Law Firm for the Estate. These filings include, but are not necessarily limited to, Jenkins’s filing of annual Public Information Reports filed with the Texas Secretary of State fraudulently claiming that the Estate of Brian U. Loncar is the owner of the Loncar Law Firm.

JENKINS COOPTED THE LONCAR LAW FIRM KNOWING IT BELONGED TO THE TRUST

67. It is indisputable that Jenkins's coopting of the Loncar Law Firm to the Estate is not a mistake, but was done with actual knowledge of the firm's rightful and legal owner; the Trust.

68. First, the Trusts' ownership of the Loncar Law Firm is clearly set forth in the Trust agreement and in Brian's Will. Jenkins, being an attorney, and being represented by a team of attorneys, cannot credibly maintain that was not aware of the Loncar Law Firm's true ownership.

69. Second, before he was appointed Executor, Jenkins demonstrated his knowledge of the true ownership of the Loncar Law Firm by submitting, with the assistance of independent, legal counsel, an offer to individually acquire the Loncar Law Firm *from the Trust*, not the Estate. There is no legitimate way, under the circumstances, that ownership of the Loncar Law Firm could have transferred to the Estate after Jenkins offer to acquire it was rejected.

70. Third, as Executor, Jenkins's obligation was first and foremost to assess and inventory the assets of the Estate. Jenkins, in undertaking this essential function, was again represented by legal counsel, The Gardere Firm ("**Gardere**"); a larger law firm with a proficient probate practice. Given the terms of Brian's Will, the provisions of the Trust agreement, and the high-powered legal team Jenkins had assembled, any attempt to feign a misunderstanding that the Loncar Law Firm was part of the Estate would be pure sophistry, at best.

71. Fourth, Jenkins and McCrury affirmatively used this Court as a tool keep the true ownership of the Loncar Law Firm from ever seeing the light of day. At first, McCrury agreed to give Phil Loncar his legal files. The next day, McCrury told Phil Loncar

that his legal files were stored offsite and it would take a week to be delivered. Then, Jenkins intervened.

72. Knowing that Phil Loncar's access to his legal files relating to his role as Executor and Trustee would expose the true ownership of the Loncar Law Firm, Jenkins and McCrury have schemed to deny Phil Loncar such access; at all costs. Abusing the processes of this Court as part of that scheme, on January 30, 2019, after Jenkins made a specious demand that McCrury not provide Phil Loncar with access to his legal files, McCrury filed a Motion for Protective Order seeking to deny Phil Loncar any and all access to his files McCrury has never set the motion for hearing.

73. Jenkins is fully aware that Phil Loncar's legal files will affirmatively demonstrate that the Loncar Law Firm belongs to the Trust, is still an asset of the Trust, and that Jenkins has illegitimately coopted the law firm for his own personal gain.

JENKINS HAS ENGAGED IN SELF-DEALING AND PERSONALLY BENEFITTED FROM HIS COOPTION OF THE LONCAR LAW FIRM

74. Upon Brian's death, Jenkins, first through his manipulation of Phil Loncar, and subsequently, as Executor of Brian's Estate, seized and exercised total control over the Loncar Law Firm and its business.

75. While the full extent of Jenkins's self-dealing and profiteering is not yet known, what is presently known is staggering.

76. Jenkins, as an initial step in consolidating his control, terminated persons within the Loncar Law Firm that refused to perform any unlawful acts or fall in line with his unlawful enterprise, and that knew how Jenkins was manipulating the system for his own personal gain (hereinafter referred to as the "**Eliminations**").

77. So too, Jenkins “centralized” the Loncar Law Firm’s case intake procedures to ensure that he could control and divert the most valuable cases that came into the firm away from the firm and to either himself or to others that Jenkins could personally profit from (the “**Centralized Intake System**”). Specifically, with 13 different offices throughout the State of Texas, the Loncar Law Firm had instituted a successful and profitable local intake system that allowed each local office to intake, assign, work and even refer out new cases.

78. The localized intake system provided too much autonomy to the local attorneys for Jenkins’s liking, and deprived Jenkins of the ability to ensure a continued flow of cases to himself, his law firm and to those he chose that would personally benefit Jenkins. Jenkins, as a result, instituted the Centralized Intake System, pursuant to which all cases, regardless of where they originated, had to be processed and taken in through one office located in Dallas and controlled by Jenkins.

79. Jenkins, however, was not satisfied to simply ensure his profits through the continued referral of cases in the future. In perhaps one of his most brazen acts, Jenkins ordered that at least one, but possibly more or all, of the Loncar Law Firm offices box up most, if not all, of its contingency case files, regardless of status, and ship those files to Jenkins’s Waxahachie office for his and his law firm’s “review.”

80. The contingency case files were shipped to Jenkins’s Waxahachie office (the “**Shipped Contingency Files**”). While the Shipped Contingency Files were in various stages of prosecution, they included cases that were on the cusp of settling. The fee potential from the Shipped Contingency Files was in the millions of dollars.

81. It is known at this time that Jenkins, after he and/or his law firm “reviewed” the Shipped Contingency Files, transferred 11-13 of the files from one office alone, with

fee potential in the millions, to himself (hereinafter referred to as the “**Taken Contingency Files**”). This warrants repeating, “**Jenkins, after he and/or his law firm reviewed the Shipped Contingency Files, transferred 11-13 of the files from one office alone, with fee potential in the millions, to himself.**”

82. Jenkins has already received, by best estimates, over \$1 million in fees from the Taken Contingency Files from one office alone. Although Jenkins has stated he would pay the office from which he took the files a “referral fee,” it is not known whether Jenkins even did that (hereinafter referred to as the “**Unknown Referral Fees**”) and, if he did, whether the referral fee reflected the amount of work the Loncar Firm performed.

83. With all of the fees and other benefits he can and does derive from the Loncar Law Firm, Jenkins has exercised his control over the firm to cause it to maximize the Jenkins’s profit potential, but, on information and belief, causing the Loncar Law Firm to spend in excess of \$1 million per month on marketing and advertising. By so doing, Jenkins gets to benefit from the marketing and advertising money spent by the Loncar Law Firm to benefit his own practice through the ongoing Loncar Referral Business.

LONG (GRAVY) TRAIN RUNNING

84. By engaging in the foregoing wrongful acts and omissions, Jenkins has sought to secure his own economic future and conceal the sins of his past from official scrutiny.

85. Were it not for the fact that this is an independent estate, however, it is inconceivable that Jenkins could get away with abusing his position as Executor, be permitted to self-deal and personally profit at the expense of everything Brian Loncar

desired, at least for as long as he has managed to do so. Jenkins has employed many tactics to keep his gravy-train from being derailed.

86. Jenkins, as Executor, was keenly aware that, even if the Loncar Law Firm was actually an asset of the Estate, the Estate could not simply own, manage and operate the firm forever; it would have to be liquidated.

87. To keep the firm from being sold and liquidated, Jenkins, with the assistance of his legal counsel, devised a plan whereby it would appear that they were actively marketing the Loncar Law Firm for sale, knowing full well that no one would possibly acquire the firm under the terms and conditions Jenkins devised. Jenkins' efforts to sell the Loncar Law Firm were doomed from the start. The fact that the Loncar Law Firm could not feasibly be sold was all of Jenkins's making.

88. First, any law firm with the capacity to acquire the Loncar Law Firm would immediately understand from the documents that Jenkins's authority as Executor to sell the firm did not exist. Knowing it would chill, if not destroy, the potential for any sale, this "cloud" on the Loncar Law Firm's title was likely an additional motivating factor for Jenkins to coopt the the firm from the Trust and into the Estate.

89. Second, with Jenkins's "questionable" referral fee payments before Brian Loncar's death, and diversion of cases after Brian's death, a true valuation of the Loncar Law Firm was going to be a herculian task, if it was possible at all. Here again, Jenkins was the puppet master, orchestrating the complications that he certainly knew would inhibit, if not thwart, any sale of the Loncar Law Firm. Of course, the longer the delay, the more Jenkins personally profits.

90. Third, Jenkins, as Executor, and his attorneys when they did finally "market" the Loncar Law Firm for sale, imposed conditions so egregious and so extreme,

that no capable potential purchaser would ever submit a bid. Specifically, Jenkins and his attorneys required that any potential purchaser had to submit detailed financial information about both the potential purchaser's law firm, and the partners/members of the firm, before Jenkins and his attorneys would consider providing any evaluative material regarding the Loncar Law Firm. To ensure that this condition deterred any and all potential buyers, Jenkins and his attorneys made it clear that they would not even execute a confidentiality agreement regarding the information the potential buyer's provided. While the conditions imposed were extreme and non-starters in general, they were even more so given Jenkins's predilection for dishonesty and abuse.

91. Fourth, notwithstanding Brian Loncar's death, Jenkins has, through marketing and advertising, unlawfully misled the public and clients to believe that Brian Loncar is still alive, well and handling their cases. Brian Loncar was the sole owner of the Loncar Law Firm, through his Trust, and had no succession agreement in place that would enable anyone to legally continued to use his name, likeness and image in the practice of law. To the contrary, Brian's "succession plan" was set forth in his Trust agreement, which required the liquidation of the law firm within six months of his death.⁷

92. Given Brian Loncar's sole ownership of the Loncar Law Firm, the absence of a succession plan affirmatively enabling other owners (if they existed) with the right to continue to use his name, and Brian Loncar's affirmative plan to cease the operation of the Loncar Law Firm, Jenkins's continued use of Brian Loncar's name, likeness and image is unlawful and unethical. Here again, for any legitimate, credible potential purchaser,

⁷ Prior to the transfer of Loncar PC to the Trust, Brian Loncar had a succession plan that paralleled the liquidation provision of the Trust in that it required the complete shutdown and liquidation of the firm within six months of Brian's death.

Jenkins's decision to continue to profit, regardless of the impropriety of his continued use of Brian's name would chill, if not destroy, any possibility of a sale of the Loncar Law Firm.

93. Had Jenkins not engaged in this intentional, fraudulent, unethical and unlawful behavior, Brian Loncar's expressed and mandatory plan to liquidate the Loncar Law Firm within six months of his death would have resulted in the Trust receiving the full, fair market value of the Loncar Law Firm at the time of Brian's death. Reasonable estimates are that the Loncar Law Firm was worth approximately \$40 million at the time of Brian's death.

94. Jenkins's self-serving, egregious acts and omissions have resulted in the loss of that value and Jenkins is liable for that amount.