

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF ARKANSAS

Jason M. Hatfield, P.A.,

Plaintiff

v.

Michael McCoy, et al,

Defendants.

Case No. 5:22-cv-05110-PKH

**Notice of Arkansas Probate Court Ruling
Declaring Hatfield's Attorney's Lien Valid, and
Declaring all Contracts of Kherkher Garcia, Pirani Law, or
Nunez Law Firm Invalid, together with Immediate Award of
\$1.5M to Hatfield pursuant to Hatfield's Valid Lien**

Exhibit 2

ELECTRONICALLY FILED
Washington County Circuit Court Probate Division
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IN THE CIRCUIT COURT
OF WASHINGTON COUNTY, ARKANSAS
PROBATE DIVISION

In the Matter of the Estate of Flor Maribel Recinos
Valle

Case No. 72PR-21-704

Order to Distribute from the Court’s Registry

By separate Order, this Court determined Hatfield’s lien to be valid and having priority. The Hatfield Contract is the only applicable attorney employment contract in this case because the Court found the operative contracts involving the Nunez Law Firm, Kherkher Garcia, and the Pirani Law Firm were invalid. The Court specifically also finds Hatfield was not terminated for cause.

The statutory lien was created by the Arkansas Legislature, which reenacted the Attorney’s Lien Law, §§ 16-22-302–16-22-304, to underscore an attorney may rely upon his or her lien to recover the full amount of such attorney’s lien as specified in the attorney employment contract, without regard to a quantum meruit analysis.

Specifically, in § 16-22-301. Legislative findings, declares the following:

It is hereby found and determined by the General Assembly of the State of Arkansas that the Supreme Court, in *Henry, Walden, and Davis v. Goodman*, 294 Ark. 25 (1987), limited the existing Attorney’s Lien Law by allowing only a quantum meruit recovery in a case in which the attorney was dismissed by the client; that the Supreme Court’s interpretation of the Attorney Lien Law is contrary to what was intended by the enactment of Acts 59 and 306 of 1941, the Attorney Lien Law; that an attorney should have the right to rely on his contract with his client; and that the Attorney’s Lien Law should be reenacted to protect the contractual rights of attorneys. Therefore, it is the intent of §§ 16-22-302--16-22-304 to allow an

attorney to obtain a lien for services based on his or her agreement with his or her client and to provide for compensation in case of a settlement or compromise without the consent of the attorney.

Having found Hatfield's attorney's lien to be valid, the Court ORDERS the clerk to immediately remit the \$1,500,000.00 held in the Court's Registry to the client trust account of Hatfield's attorney, the Henry Law Firm.

IT IS SO ORDERED.



CIRCUIT JUDGE GARY ARNOLD