

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

Jason M. Hatfield, P.A.,

Plaintiff

v.

Michael McCoy, Cesar Ornelas, Nunez &
Associates, Kherkher Garcia, LLP,
Steven Kherkher, Jesus Garcia, Kevin
Haynes, Tony Pirani, Pirani Law PA,
and Noe Jesus Mancía Polanco,
individually and as Personal
Representative and Special
Administrator of the Estate of Flor
Maribel Recinos Valle,

Defendants.

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

* * * **Jury Trial Demanded** * * *

Second Amended Complaint

Summary

On November 23, 2020, a J.B. Hunt tractor-trailer crossed the line, rolled over, and crushed the vehicle carrying Ana Delia Mejia Flores (“Mejia”) and Flor Maribel Recinos Valle (“Recinos”). Tragically, neither survived. What happened following the accident is illegal, fraudulent, and prohibited by the ethics rules governing Arkansas attorneys.

On, November 24, 2020, the estranged husband of Recinos, Defendant Noe Jesus Mancía Polanco (“Mancía”), and Recinos’ and Mancía’s son, Ever Noe Mancía Recinos (“Ever Noe”),¹ went to the morgue to arrange to have Recinos’ body transferred to a

¹ Where the use of family names would lead to confusion, first names are used instead. Plaintiff intends no disrespect.

funeral home in preparation for burial. Fatefully, the survivors were directed to Westfield Chapel Funeral Home in Springdale, Arkansas (“Westfield Chapel”). Unbeknownst to the survivors, Westfield Chapel has a longstanding case-referring relationship with non-attorney case runner Defendant Michael McCoy (“McCoy”), and the organization he represents, Defendant Nunez & Associates. McCoy testified in his deposition that Stan Youngblood (“Youngblood”), the proprietor of Westfield Chapel, arranged for a meeting with both grieving families with case-runners McCoy and Ornelas and set in motion the events that ultimately brought to light this longstanding, interstate, international, and fraudulent scheme to secure death cases directly from funeral homes using nonlawyer runners who bargain with different U.S. law firms to illegally and unethically divide lawyer fee awards with nonlawyers. As told by Ornelas under oath, there are an estimated 200 wrongful death cases secured in this manner for as many as six different law firms in Texas.

Jurisdiction and Venue

1. The Court has jurisdiction over the federal claims pursuant to its federal question jurisdiction under 28 U.S.C. § 1331 and 18 U.S.C. § 1964(a), which provides a district court shall have jurisdiction to prevent and restrain violations of RICO, at § 1962.
2. The Court has supplemental jurisdiction over the remaining state law claims pursuant to 28 U.S.C. § 1367 which provides district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article II of the United States Constitution.
3. The Court has jurisdiction pursuant to 28 U.S.C. § 2201(a), to declare the rights and interests of parties and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.

4. Venue is proper pursuant to 29 U.S.C. § 1391(1) in that at least one defendant resides in the State of Arkansas in this district and pursuant to § 1391(2) in that a substantial part of the events giving rise to the claims occurred in Northwest Arkansas, and specifically in Springdale, Arkansas.

The Parties

5. Jason M. Hatfield is an Arkansas licensed attorney who provides legal services using the entity Jason M. Hatfield, P.A. (“Hatfield”), which is a business in good standing and organized pursuant to the State of Arkansas. The principal place of business for Hatfield is Springdale, Arkansas.

6. McCoy is an individual residing in Texas. He is paid for his case-running services by Defendant Nunez & Associates. He has never been a licensed attorney, and he has been sued for barratry. McCoy’s history in the funeral home industry began as a salesman for pre-need funeral services and the insurance policies which underwrite them. Now, his primary business is to participate with other Defendants in securing wrongful death cases and unethically and illegally sharing in an award of attorneys’ fees for such cases. McCoy utilizes the money derived from impermissibly splitting legal fees with licensed attorneys obtained pursuant to Attorney Employment Contracts he solicits on behalf of Nunez & Associates, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running. McCoy has traveled to Arkansas numerous times for this unethical and illegal business model.

7. Cesar Ornelas (“Ornelas”) is an individual residing in Texas. He has never been a licensed attorney, and he has been sued for barratry. Ornelas is the controlling owner of Nunez & Associates, and its predecessor Group of Legal Specialties (“GLS”) whose assets and business model Nunez & Associates absorbed. Ornelas traveled to Arkansas

numerous times in pursuit of the unethical and illegal case-running business model, despite the fact a Texas Domestic Relations Judge expressly informed Ornelas that his business of sharing fees as between nonlawyers and lawyers, including Mexican lawyers, violates multiple laws. The judge declared dividing Nunez & Associates assets as part of a division of Ornelas marital estate was tantamount to asking a court divide “cocaine sales proceeds.” Ornelas was on specific notice, by virtue of past barratry lawsuits and as told to him by a judge, at least five weeks prior to Ornelas’ travel to Northwest Arkansas to sign the two wrongful death cases, that his business model was illegal. Ornelas utilizes the money derived from impermissibly splitting legal fees with licensed attorneys obtained pursuant to Attorney Employment Contracts he solicits on behalf of Nunez & Associates, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

8. Nunez & Associates (a/k/a Nunez Law Firm)² is a general partnership created in Texas as between Ornelas and Alfredo Nunez. **Exhibit 1.** Alfredo Nunez, an attorney licensed only in Mexico, is a 10% minority partner having no managing or supervisory role in such general partnership. Nunez & Associates is not a law firm doing any law business: it practices no law in the United States, employs no U.S.-licensed attorneys, and its representatives claim to have never given legal advice to any person living in the United States. Alfredo Nunez also does not practice personal injury law but rather only banking and customs law. Nunez & Associates, at the exclusive discretion of nonlawyer Ornelas, pays independent contractors McCoy and Cesar Gamboa, among other nonlawyers, for non-overlapping territories to solicit clients spanning several U.S. states. The sole purpose for the existence of Nunez & Associates (and GLS before it) is to

² Ornelas and Alfredo testified there is no entity named NUNEZ LAW FIRM.

sign up wrongful death case clients to “Attorney Employment Contracts” and thereafter make side agreements with U.S. licensed attorneys to unethically split attorneys fee awards with the nonlawyers. Nunez & Associates nonlawyer case runners Ornelas and McCoy use any means possible to secure signatures of surviving family members to wrongful death claims using a pattern of illegal and unethical promises, including but not limited to payment for funerals that decedents’ families could not themselves afford. Nunez & Associates, GLS, its owners and employees have been sued for barratry.³ Nunez & Associates utilizes the money so derived in combination with a pattern of activity utilizing the U.S. Mail and interstate wire or radio communications to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

9. Kherkher Garcia, LLP (“Kherkher Garcia”) is a Texas-based law firm doing business in Houston, Texas. Kherkher Garcia was formed in 2019. Steven Kherkher is an authorized agent and a named partner of Kherkher Garcia, and Kherkher’s actions in connection with the facts of this case were authorized or ratified by other partners with Kherkher Garcia, including Kevin Haynes and Jesus Garcia. The unethical, illegal, and fraudulent efforts by the Kherkher Garcia representatives resulted in Kherkher Garcia obtaining clients that the firm could not otherwise fairly nor ethically obtain, resulting in Kherkher Garcia collecting substantial sums of money from settlements of numerous wrongful death cases originating from the conduct using nonlawyer case-runners. Kherkher Garcia has in the past already shared attorney’s fee awards with Nunez & Associates and Ornelas on several prior occasions. Discovery reveals Kherkher Garcia has over the past two years worked on at least six (6) cases and has carried out the

³ Law.com reporting: <https://www.law.com/texaslawyer/2019/08/08/lawsuit-claims-san-antonio-pi-firm-preyed-on-grieving-families/>; <https://gvilaw.com/faqs/barratry/cesar-ornelas-funeral-home-barratry-scam/>; <https://www.tortreform.com/news/san-antonio-pi-lawyer-faces-another-unlawful-solicitation-suit/>

unethical and illegal attorney's fee-split arrangement with Nunez & Associates.

Kherkher Garcia utilizes money so derived in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communications to establish, operate, conduct, and participate in the same ongoing illegal and unethical activities. Kherkher Garcia illegally and unethically offers incentives to clients, including paying for opulent funerals, and uses such incentives as improper leverage to control clients.

10. Steven Kherkher ("Kherkher") is a resident of Houston, Texas. He is licensed to practice law in Texas and Arkansas. Kherkher is obligated by the Arkansas Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, the Arkansas Criminal Code, and the Texas Penal Code. Ornelas testified that Kherkher has a decade-long relationship with Ornelas and his entities, including GLS and Nunez & Associates, through which Kherkher obtains wrongful death cases and illegally and unethically splits legal fees with Ornelas and his various entities. Kherkher's relationship with Ornelas spans Kherkher's employment by or partnership in multiple Texas law firms, including Williams Kherkher Hart & Boundas, LLP, Kherkher Garcia Fass Hawley, LLP, and his present firm, Kherkher Garcia, LLP. Kherkher has taken no obvious steps to disavow the business relationship in the state court matter from which he received substantial fees. Kherkher utilizes the money derived from impermissibly splitting legal fees obtained pursuant to Attorney Employment Contracts solicited by Nunez & Associates with non-attorneys, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

11. Jesus Garcia Jr. ("Garcia") is a resident of Houston, Texas. He is Kherkher's present law partner, and he too actively participated in many fee-splitting arrangements with Nunez & Associates or its predecessor in interest. Garcia has firsthand knowledge of, and participated in, the fraudulent scheme stated herein; discovery revealed many

email communications as between Garcia and Alfredo Nunez which confirm the connection with Nunez & Associates on at least six different cases so procured by the case-runners. Garcia was personally aware of the case-running aspect of the Nunez & Associates illegal and unethical business model. He is licensed to practice law in Texas. Garcia is obligated by the Texas Disciplinary Rules of Professional Conduct, the Arkansas Criminal Code, and the Texas Penal Code. Garcia has a multi-year relationship with Ornelas and Nunez & Associates, through which he obtains wrongful death cases and illegally and unethically splits legal fees with Ornelas and his various entities. Garcia has added his name, claiming forthcoming pro hac vice admission, to various pleadings in the State of Arkansas courts involving the Recinos and Mejia estate litigation against J.B. Hunt. Consequently, he is obligated by the Arkansas Rules of Professional Conduct, Rule XIV that “the non-resident attorney is familiar with the Arkansas Supreme Court Rules of Professional Conduct governing the conduct of members of the Bar of Arkansas, and will at all times abide by and comply with the same so long as such Arkansas proceeding is pending.” Garcia has taken no steps to disavow the business relationship in the state court matter from which he received substantial fees. Garcia utilizes the money derived from impermissibly splitting legal fees obtained pursuant to Attorney Employment Contracts solicited by Nunez & Associates with non-attorneys, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

12. Kevin Haynes (“Haynes”) is a resident of Houston, Texas. He is Kherkher’s present law partner, and he actively participated in this case and has firsthand knowledge of, and participated in, the fraudulent scheme stated herein. Haynes was one of the primary actors in advancing the wrongful death cases illegally and unethically procured by nonlawyers Ornelas and McCoy; he is copied on substantial correspondence on the business-end of the Kherkher Garcia and Nunez & Associates fee splitting

communications. Haynes worked in the state court matter to thwart discovery by Hatfield into the facts of the case-running scheme, and on information and belief he drafted many of the pleadings that were presented to Judge Martin having material misrepresentations of fact as to the status of Nunez Law Firm actually being a law firm that actually rendered legal services to these clients when there was, in fact, no such legal services or advice was rendered by any person affiliated with Nunez & Associates as confirmed by Ornelas, Alfredo Nunez, and McCoy. Haynes' repeated reference to NUNEZ LAW FIRM throughout the pleadings in the state court matter as presented to Judge Martin constitutes intentional misdirection; Judge Martin ultimately did rely in granting two separate attorneys' fees awards to Nunez Law Firm for legal services rendered. Haynes is licensed to practice law in Texas and is obligated by the Texas Disciplinary Rules of Professional Conduct, the Arkansas Criminal Code, and the Texas Penal Code. Haynes has also added his name to pleadings claiming forthcoming pro hac vice admission entry in the State of Arkansas courts involving the Recinos and Mejia estate litigation against J.B. Hunt. Consequently, he is obligated by the Arkansas Rules of Professional Conduct. Haynes has personal knowledge of the unethical business arrangement with Ornelas and Nunez & Associates, through which he obtains wrongful death cases and illegally and unethically splits legal fees with Ornelas and his various entities. Haynes has taken no steps to disavow the business relationship in the state court matter from which he received substantial fees. Haynes utilizes the money derived from impermissibly splitting legal fees obtained pursuant to Attorney Employment Contracts solicited by Nunez & Associates with non-attorneys, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

13. Tony Pirani ("Pirani") is an Arkansas licensed attorney who resides in or around Fayetteville, Arkansas. He is an authorized agent of Pirani Law PA. Pirani is obligated by

the Arkansas Rules of Professional Conduct and the Arkansas Criminal Code. It was not until the end of May 2023 that Pirani appears to have taken any step to disavow a connection to Nunez & Associates; however, Pirani still claims to deserve payment of his services despite agreeing his firm would never have earned attorney's fees but for the illegal and unethical conduct of Ornelas and McCoy. Pirani utilizes the money derived from impermissibly splitting legal fees obtained pursuant to Attorney Employment Contracts solicited by Nunez & Associates, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

14. Pirani Law PA ("Pirani Law") is the entity used by Pirani in his solo practice of law in Arkansas. On January 20, 2021, Pirani Law and Pirani entered into a written agreement with Nunez & Associates and Kherkher Garcia, LLP. **Exhibit 2**⁴. Pirani has testified that prior to January 20, 2021, Pirani Law and Pirani had actual notice and knowledge of Hatfield's assertion of attorney's lien and pre-existing contract for legal representation as signed by Laura Yaneth Recinos, Ever Noe Recinos, and Vidal Recinos. Pirani Law nonetheless thereafter entered into multiple subsequent contracts with Kherkher Garcia, Nunez & Associates, and all survivors of both Mejia and Recinos, including Hatfield's former clients Laura, Ever Noe, and Vidal. The purpose of that was to improperly earn unethically and illegally procured clients and divide attorney's fees awarded therefrom. The multiple contracts with all such survivors falsely and deceptively describe there to be three law firms responsible handling the case to include NUNEZ LAW FIRM, but **Exhibit 2** establishes such material representation to be false.

⁴ The date of the letter appears to be January 20, 2020, but the actual date is January 20, 2021, as evidenced by the signature date as dated by Pirani and Alfredo Nunez on behalf of Nunez & Associates.

Pirani Law has been paid using as many as four different checks from Kherkher Garcia as proceeds from the estate of Mejia and has utilized the money derived from impermissibly splitting legal fees obtained pursuant to Attorney Employment Contracts solicited by Nunez & Associates with non-attorneys, in combination with a pattern of activity through the U.S. Mail and interstate wire or radio communication, to establish, operate, conduct, and participate in additional, identical, and ongoing illegal and unethical case running.

15. Noe Jesus Mancía Polanco, (“Mancía”), individually and as Personal Representative and Special Administrator of the Estate of Recinos, is a resident of Springdale, Arkansas, he is of majority age, he is of sound mind and capacity, and he was estranged from Recinos at the time of her death. Mancía personally caused acts of intimidation against Recinos prior to her death as memorialized by a video and also by his conviction for such Domestic Battery against Recinos. Mancía personally caused acts of intimidation against the three lawful heirs to Recinos after they signed a contract for representation with Hatfield in order to compel early termination of Hatfield’s valid business expectancy and lawful contract for representation of Laura Recinos, Ever Noe Recinos, and Vidal Recinos. Such acts of intimidation occurred in Northwest Arkansas.

The Fraudulent Scheme

16. McCoy is a longtime salesman of pre-need funeral plans. Individuals purchase pre-need funeral plans to pre-pay for funeral services so that survivors are not saddled with the unexpected costs of funerals.

17. Once sold, the pre-need funeral plan is underwritten by insurance companies, for which McCoy has also worked.

18. Through many years in the pre-need funeral plan industry, McCoy developed and maintained a customer relationship management database reflecting his business contacts at more than 300 funeral homes in states including Alabama, Arizona,

Arkansas, California, Louisiana, Mississippi, Missouri, Nevada, New Mexico, Oklahoma, and Texas.

19. McCoy now uses those multi-state funeral home contacts to have direct and immediate access to wrongful death cases from funeral home directors. McCoy testified he receives as many as 20 death case calls each month from funeral home directors across the country.

20. McCoy testified that while he does not pay for funeral expenses, he assists in facilitating payment of funeral expenses by U.S. law firms who later agree to divide attorneys' fees with Nunez & Associates.

21. Nunez & Associates, McCoy, and Ornelas (collectively, "Nunez Defendants"), specifically target funeral homes which are not corporately owned. Under oath, McCoy described his reasoning for doing so because funeral homes without corporate ownership are far less likely to forbid financial incentives being paid to funeral directors.

22. McCoy testified as to the palpable financial incentive for his funeral home contacts: "We'll assist the family with their funeral service expenses if it's a case that we feel like we can take on and we're in a state that we can do that. And with that, typically [what] we'll do is enhance your revenue because, in many instances, they'll select better merchandise and services if somebody else is paying for it."

23. The Nunez Defendants also offer perks and incentives to funeral directors—including the free use of Ornelas' beach condos, lavish meals, trips on private planes, and the opportunity to have the law firms designated by Nunez & Associates pay for opulent funerals decedents' families could not themselves afford.

24. The Nunez Defendants also appear to pay large sums directly to funeral home directors, as demonstrated by at least one six-figure payment to a funeral home director in New Mexico following receipt of settlement funds.

25. As concerns paying for opulent funerals specifically, the financial incentive to the funeral homes is substantial. The funerals furnished by the Nunez Defendants or

their associated U.S.-licensed law firms cost far more than industry average and serve as unlawful and unethical inducement for a grief-stricken family to sign the Attorney Employment Contract offered by the Nunez Defendants.

26. This high cost is even more amplified in light of the fact the types of survivors targeted by Nunez & Associates are not likely to be able to afford even a minimal funeral.

27. The Nunez Defendants provide funeral home directors with talking points targeting families having little or no ability to pay. **Exhibit 3.**

28. The Nunez Defendants cultivate funeral director contacts to secure near-immediate knowledge of tragic wrongful death events.

29. These informants are highly motivated to instantly inform the Nunez Defendants when and how horrific accidents occur.

30. Especially sought after are deaths involving undocumented members of the Hispanic community. To that end, the Nunez Defendants operate a website expressly designed to cultivate a perception of connecting with the Hispanic community. www.nunezfirm.com.

31. For the Nunez Defendants, such vulnerable, often poor, and almost always unfamiliar with the U.S. legal system victims are easy clients.

32. Faced with funerals they are ill-prepared to pay for, the loss of substantial income to the household, and having no knowledge of how to pursue a legal claim, the slick, prosperous, and seasoned Spanish-speaking Cesar Ornelas easily overwhelms these survivors.

33. The Nunez Defendants typically take one of their two private airplanes to urgently meet survivors at the funeral homes to sign Attorney Employment Contracts.

34. The use of "NUNEZ LAW FIRM" on some but apparently not all Nunez & Associates procured Attorney Employment Contract constitutes an objectively false and deceptive description of the true business entity and purpose of such entity.

35. The use of “NUNEZ LAW FIRM” as used in connection with some but not all Nunez & Associates procured Attorney Employment Contracts is deceptive both to the families and is deceptive to probate courts who may be asked to review agreements when approving fees on wrongful death cases.

36. In addition to the Nunez & Associates procured Attorney Employment Contracts, there are as many as twenty different contracts for legal representation among the survivors of the Recinos and Mejia estates. Those additional contracts for legal representation were prepared by the Kherkher Defendants, and all such Kherkher-prepared contracts with the Mejia and Recinos survivors identify *NUNEZ LAW FIRM* as the law firm *sharing responsibility* for the case. See **Exhibit 4**.

37. Nunez & Associates’ version of the Attorney Employment Contract contains a blank as to which actual United States licensed law firm Nunez & Associates will “associate.” See § 5 of **Exhibit 5**.

38. According to the testimony of McCoy, at the time wrongful death case clients sign the Nunez & Associates version of the Attorney Employment Contract, the blank as to which U.S. law firm Nunez & Associates elects to associate is not typically completed, rather, such Attorney Employment Contract is emailed by McCoy to Alfredo Nunez in Mexico for countersignature and to fill in the blank after nonlawyer Ornelas decides which U.S. firm to use.

39. For such act of countersigning the Nunez & Associates version of the Attorney Employment Contract, Alfredo Nunez testified he is paid 10% of gross revenue from U.S. law firms when the cases resolve.

40. Alfredo Nunez has no other obligations and does not perform any legal work at all for the United States Nunez & Associates; he testified he has never once spoken to any client who has signed the Attorney Employment Contracts as secured by non-attorneys McCoy and Ornelas.

41. McCoy testified he has no role in making the determination of which U.S. law firm Nunez & Associates will associate.

42. Ornelas is the exclusive decision-maker on which U.S. law firm Nunez & Associates will use to perform legal work on the cases procured by Nunez & Associates in the United States courts.

43. At the time the survivor clients of Recinos signed the Nunez & Associates Attorney Employment Contract, there was no U.S. firm identified as associate counsel in the blank at § 5. **Exhibit 5**. This omission of Kherkher Garcia in § 5 becomes especially relevant to the proceedings advanced before Judge Martin, discussed below.

44. The Nunez & Associates version of the Attorney Employment Contract contains provision for contingent legal fees, charging the clients at the maximum permissible amount of 40%, or even higher for appeal.

45. In sworn testimony by McCoy, Ornelas, and Alfredo Nunez, each say they give no legal advice, ever.

46. These witnesses testified they do not practice law in the United States—and have never done so.

47. Nunez & Associates is not a law firm.

48. It is run exclusively by Ornelas, a nonlawyer.

49. Ornelas makes all material decisions for Nunez & Associates.

50. Alfredo Nunez, a Mexico licensed attorney who countersigns the Nunez & Associates version of the Attorney Employment Contract, makes absolutely no decisions on the business and day-to-day operations of Nunez & Associates. He does not supervise any associated firm or attorney in the United States, nor does Alfredo Nunez contribute any legal services to any client who signs the Nunez & Associates Attorney Employment Contract.

51. According to testimony of McCoy and Ornelas, the Nunez Defendants (McCoy, Ornelas, and Nunez & Associates) spend approximately one hour meeting with the

surviving family to secure the Attorney Employment Contract and then do not typically speak with their “clients” again.

52. McCoy, Ornelas, and Alfredo Nunez uniformly testified in deposition there is no such entity or business known as “NUNEZ LAW FIRM.”

53. Alfredo Nunez and McCoy claimed the use of “NUNEZ LAW FIRM” could be a typographical error, but such explanation is unjustifiable given the 20 plus Kherkher Garcia prepared contracts explicitly using NUNEZ LAW FIRM.

54. The Defendants’ fraud, then, is the deliberate use the moniker “NUNEZ LAW FIRM” on the vast majority of all Attorney Employment Contracts, especially those authored by Kherkher Garcia.

55. Use by Defendants of the “NUNEZ LAW FIRM” moniker is objectively deceptive, misleading, fraudulent, and provides to wrongful death case clients a false impression they are signing a contract with a law firm—when they are not.

56. The Nunez & Associates version of the Attorney Employment Contract entitles the nonlawyer Nunez Defendants to a 50% split with U.S.-licensed attorney(s) of the 40% contingency fee (*i.e.*, 20% of the settlement). **Exhibit 5.**

57. The Kherkher Defendants’ contracts, titled a Power of Attorney and Contingency Fee Contract likewise misleadingly refers to NUNEZ LAW FIRM. **Exhibit 4.**

58. In all pleadings filed with Arkansas probate to secure payment of fees, the Kherkher Defendants and the Pirani Defendants deceptively and knowingly misdirected Judge Martin, repeatedly, in adopting and referencing the false moniker NUNEZ LAW FIRM.

59. Arkansas prohibits its licensed attorneys from conduct including violating or attempting to violate the rules of professional conduct, committing criminal acts; engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation (Ark. R. Prof. Cond. 8.4); providing financial assistance to clients (*e.g.*, funeral expenses) (Ark. R. Prof. Cond. 1.8(e)); directing any written communication to survivors in wrongful

death claims until 30 days after the accident (Ark. R. Prof. Cond. 7.3(c)); making in-person, phone, real-time electronic contact to solicit professional employment (Ark. R. Prof. Cond. 7.3(a)); soliciting a party known to the lawyer to be represented in connection with the matter concerning the solicitation by counsel (Ark. R. Prof. Cond. 7.3(e)(3)); communicating with a person the lawyer knows to be represented by another lawyer in another matter, unless the lawyer has consent of the other lawyer or is authorized by law (Ark. R. Prof. Cond. 4.2(a)); sharing fees with nonlawyers (Ark. R. Prof. Cond. 5.4); and a lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law (Ark. R. Prof. Cond. 5.4(b)).

60. Arkansas rules of professional conduct do not permit the sharing of legal fees between two law firms unless (1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation;(2) the client is advised of and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable. (Ark. R. Prof. Cond. 1.5(e)).

61. Arkansas law criminalizes the unauthorized practice of law, and specifically criminalizes the act of a nonlawyer person contracting with any person to represent that person with regard to personal causes of action for property damages or personal injury. Ark. Code Ann. 16-22-501.

62. Arkansas law criminalizes the act of a nonlawyer person from entering into any contract with another person to represent that person in personal injury or property damage matters on a contingent fee basis with an attempted assignment of a portion of the person's cause of action. *Id.*

63. Arkansas law criminalizes the act of a nonlawyer person entering into any contract, except a contract of insurance, with a third person which purports to grant the exclusive right to select and retain legal counsel to represent the individual in any legal proceeding. *Id.*

64. Texas criminalizes barratry, including soliciting employment, either in person or by telephone, for himself or another with intent to obtain an economic benefit; paying or advancing or offering to pay or advance to a prospective client money or anything of value to obtain employment, with intent to obtain an economic benefit; paying or offering to pay third parties to solicit employment, with intent to obtain an economic benefit; accepting or agreeing to accept money or anything of value to solicit employment, with intent to obtain an economic benefit; knowingly investing funds the person knows or believes are intended to further barratry, including the personal solicitation of clients or the offering money to clients in exchange for legal representation; or from knowingly accepting employment within the scope of a professional license resulting from improper personal solicitation. TEX. PENAL CODE ANN. § 38.12.

65. The fraudulent scheme, then, is to knowingly and intentionally use non-attorney case runners in an attempt to circumvent laws and professional obligations, thereby illegally and unethically procuring wrongful death case clients whether they are previously represented or not, from which the Nunez Defendants and their associated U.S.-licensed law firms receive income, which income is used to individually and jointly acquire interest in, establish, operate, conduct, or participate in such scheme in interstate commerce.

Racketeering Activity—Predicate Acts

66. Extensive and pervasive use of the “NUNEZ LAW FIRM” moniker by all Defendants constitutes active deception and fraud upon (1) the wrongful death case clients, (2) other counsel, (3) Plaintiff, and (4) courts of record having authority to approve fee petitions later presented.

67. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) coordinated to

impermissibly procure vulnerable clients in violation of the law or legal ethics rules by using false claims and unethical incentives and illegal contracts which are objectively misleading and false.

68. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) scheme to thwart other attorneys' legitimate contracts for representation in order to profit from the unethically-obtained clients.

69. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize U.S. Mails, namely, any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed (18 U.S.C.S. § 1341), to transmit the Nunez & Associates Attorney Employment Contracts.

70. The Kherkher Defendants knowingly, intentionally, and willingly utilize U.S. Mails to terminate other counsel representing survivors or estates on behalf of wrongful death victims fraudulently, improperly, or unethically.

71. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants) knowingly, intentionally, and willingly utilize U.S. Mails to transmit unlawful and unethical payments to funeral homes for clients' funeral expenses, and such payment serves as unethical and illegal inducement to sign Attorney Employment Contracts or other contracts for legal representation. The payment of funeral expenses is also used as leverage against clients from terminating Nunez Defendants and their U.S.-licensed law firms. The Kherkher Defendants did pay such funeral expenses. **Exhibit 6.**

72. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize U.S. Mails to pay fees and costs incurred during representation secured by Attorney Employment Contracts. **Exhibit 7.**

73. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize U.S. Mails to transmit communications amongst themselves, including contracts for representation, pleadings, discovery, and communications with courts of record in furtherance of court approval of fee petitions which are later divided among nonlawyer case-runners. Direct attachment of such pleadings is not proper because of a protective order in place by Judge Martin and because the Pirani Defendants have refused to produce such records.

74. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilized and continue to use U.S. Mails to communicate with their unlawfully and unethically procured clients.

75. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants) knowingly, intentionally, and willingly utilize U.S. Mails to receive or distribute legal fees improperly split with non-attorneys as derived from representation secured by Nunez & Associates Attorney Employment Contracts or the Kherkher Defendants' letter agreement, **Exhibit 2.**

76. Kherkher Garcia has on several occasions paid Nunez & Associates a fee split, and even transmitted by mail a six-figure fee-splitting payment to Nunez & Associates as recently as April 2022.

77. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly,

intentionally, and willingly utilize U.S. Mails to establish, operate, conduct, or participate in the fraudulent scheme.

78. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize U.S. Mails for the purpose of executing the scheme or plan to defraud.

79. The Kherkher Defendants knowingly, intentionally, and willingly utilize U.S. Mails for the purpose of advancing unethical and illegal payments to clients while litigation is pending. The Kherkher Defendants advanced substantial sums to Mancia and another survivor of the Mejia matter prior to resolution of such cases.

80. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize U.S. Mails to advance the representation secured by Attorney Employment Contracts.

81. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) reasonably expect to utilize U.S. Mails in the fraudulent scheme, including court filings.

82. The Nunez Defendants knowingly, intentionally, and willingly utilize interstate wire and radio communications to receive notice of catastrophic deaths from funeral homes. McCoy testified of having received calls and text messages from Stan Youngblood of Westfield Chapel Funeral home in Arkansas as to decedents Mejia and Recinos. McCoy testified funeral director Youngblood provided McCoy with the details of the accident, likely including press coverage immediately following the event.

83. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to coordinate and dispatch representatives to meet with survivors of catastrophic deaths. Specifically, McCoy

testified he and Ornelas communicated with one another and boarded a Nunez & Associates airplane and traveled to Northwest Arkansas on November 25, 2020, after receiving a call from funeral director Youngblood.

84. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to transmit Attorney Employment Contracts. Specifically, McCoy testified of routinely sending the client-signed contracts to Alfredo Nunez for countersignature and to complete Section 5 of the Attorney Employment Agreement to identify the U.S. licensed law firm who agreed to divide attorney's fee awards.

85. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to transmit communications amongst themselves, including contracts for representation, pleadings, payments, and discovery. Specifically, documents disclosed in discovery establish Kherkher Garcia representatives routinely communicated with Alfredo Nunez, Tony Pirani, and others to coordinate additional signatures on as many as 18 different contracts with the survivors of the Mejia and Recinos estates.

86. Regarding the financial proceeds and payments associated with the scheme; the amount of fee-splitting payments from U.S.-licensed law firms who agreed to illegally and unethically divide fees with Nunez & Associates shocks the conscience. Many of the financial documents referred to concern a bank account for Nunez & Associates as substantially made public by virtue of the records being attached to public divorce pleadings for Ornelas. Other bank records were obtained by subpoena.

87. As example, this lawsuit was filed on June 7, 2022. In the month of August 2022, according to verified bank records of one account for Nunez & Associates, the

partnership received a staggering seven-figure payment of which the payor is not identified, and a second seven-figure payment by wire from a different Texas law firm.

88. In one bank account, Nunez & Associates received deposits greater than \$7.4 million dollars in proceeds resulting from the illegal scheme.

89. All such proceeds of attorney's fees are controlled by nonlawyer Ornelas.

90. Nunez & Associates thereafter used the millions of dollars derived from this pattern of racketeering activity to invest, maintain, or control the enterprise to wit: (1) Ornelas paid large sums by check to McCoy, (2) Ornelas paid large sums by check to himself, (3) Ornelas paid lesser sums by check to Alfredo Nunez, (4) Ornelas wired substantial sums to defense counsel for Nunez & Associates in the instant case, (5) Ornelas paid by check wages to other nonlawyer individuals, (6) Ornelas paid by check the pilot who flies McCoy and Ornelas to accident scenes and funeral homes, (7) Ornelas paid by check for business and personal bookkeeping and tax services, (8) Ornelas paid by check alimony to Ornelas' ex-wife, and (9) Ornelas paid by check a six-figure sum to a person an Internet search reveals to be a director or owner of a New Mexico funeral home. There are many payments using these illegal proceeds for personal and other business expenses, too. Ornelas reinvests funds back into the enterprise.

91. All checks drawn on the Nunez & Associates bank account were signed by one person—Ornelas, the nonlawyer.

92. Not one check has been located for the business account as signed by the Mexico lawyer, Alfredo Nunez; he testified as to never signing any check for the United States business venture known as Nunez & Associates.

93. In September 2022, and during the pendency of this case, Ornelas also paid the U.S. Treasury nearly a half a million dollars for what was revealed at his deposition to be personal back taxes for the years 2015, 2013, 2012, and 2011. In that same month, Ornelas paid to McCoy using McCoy's business "United Memorial Plan" the sum of

\$750,000.00 noted on such check as “wages.” **Exhibit 8.** McCoy confirmed under oath his ownership of United Memorial Plan.

94. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to communicate with illegally and unethically procured clients. Phone records obtained through lawful subpoena without objection establish there are as many as one hundred phone calls as between the Mejia and Recinos estate survivors and representatives of Kherkher Garcia; there are greater than twenty involving said survivors and Pirani Law, and there are an estimated twenty calls between Ornelas and Mancina when securing the Nunez & Associates contracts and subsequent Kherkher Garcia replacement or additional contracts between November 30-December 5 timeframe.

95. The Kherkher Defendants knowingly, intentionally, and willingly utilize interstate wire and radio communications to terminate other counsel representing survivors or estates on behalf of wrongful death victims fraudulently, improperly, or unethically. Specifically, Kherkher made multiple calls to Plaintiff to cause termination of Hatfield’s contract for representation.

96. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to advance the representation secured by Attorney Employment Contracts. Specifically, Pirani admitted to speaking freely with the Kherkher Defendants and the Nunez Defendants in preparation of a joint defense to these claims.

97. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to pay fees and costs incurred during representation secured by Attorney Employment Contracts.

Specifically, the Kherkher Defendants produced itemized listings of expenses paid to many vendors located in various states, including the funeral home in Arkansas.

98. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to pay fees, expenses, and costs on behalf of the fraudulent scheme.

99. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to arrange for and transmit payments to funeral homes for clients' funeral expenses.

100. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to negotiate and distribute legal fees improperly split with non-attorneys as derived from representation secured by Attorney Employment Contracts.

101. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications to establish, operate, conduct, or participate in the fraudulent scheme.

102. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) knowingly, intentionally, and willingly utilize interstate wire and radio communications for the purpose of executing the scheme or plan to defraud.

103. The Nunez Defendants and their associated U.S.-licensed law firms (including but not limited to the Kherkher Defendants and the Pirani Defendants) reasonably expect to utilize interstate wire and radio communications in the fraudulent scheme,

including for court filings or the normal course of the practice of law for unlawfully and unethically procured clients.

Pattern of Activity

104. Authorized representative Ornelas testified under oath Nunez & Associates, its predecessor GLS, and their associated U.S.-licensed law firms have secured an estimated 200 wrongful death or catastrophic cases in states including Alabama, Arizona, Arkansas, California, Louisiana, Mississippi, Missouri, Nevada, New Mexico, Oklahoma, and Texas.

105. Authorized representative Ornelas testified under oath Nunez & Associates, its predecessor GLS, and their associated U.S.-licensed law firms have secured such cases for at least the past 15 years.

106. Authorized representative Ornelas testified under oath Nunez & Associates, and its predecessor GLS, have worked specifically with Steve Kherkher at his various law firms for at least the past 8-10 years.

107. Authorized representative Ornelas testified under oath Nunez & Associates actively recruits new nonlawyer employees to expand its footprint to other states including California.

108. Ornelas testified he is not slowing nor ceasing operations as a result of the claims presented by Hatfield in this lawsuit.

109. Nunez & Associates and their associated U.S.-licensed law firms intend to continue using the fraudulent scheme to improperly secure as many wrongful death cases directly from funeral homes as possible.

The Tragic Deaths of Mejia and Recinos and Unlawful Procurement of the Nunez & Associates Attorney Employment Contracts

110. On November 23, 2020, a J.B. Hunt tractor-trailer crossed the line, rolled over, and crushed the vehicle carrying Mejia and Recinos. Tragically, neither survived.

111. On November 24, 2020, Recinos estranged husband Mancia and Ever Noe went to the Benton County morgue to arrange to have Recinos' body transferred to a funeral home in preparation for burial.

112. The survivors of at least one family called Youngblood at Westfield Chapel, which is one of the funeral homes with which the Nunez Defendants, and McCoy in particular, had a long-standing relationship.

113. As testified under oath by McCoy, Youngblood (a) alerted McCoy by wire, call, or text of the twin fatalities, (b) described the horrific nature of the accident, (c) identified the prospective wrongful death defendant J.B. Hunt Transport, Inc. ("JB Hunt"), (d) conveyed news articles about the accident, and (e) personally arranged for McCoy and Ornelas to meet the families at Westfield Chapel.

114. Once notified of the facts which made the JB Hunt accident desirable, McCoy called or texted Ornelas and the two boarded Nunez & Associates' \$2.5 million Pilatus private plane and flew to Arkansas, Attorney Employment Contracts in hand.

115. On November 25, 2020, McCoy and Ornelas personally met the survivors of Recinos and Mejia for the first time at Westfield Chapel on the day the bodies arrived.

116. The grieving survivors of Mejia and Recinos faced the uncertainty of extensive unexpected costs to bury their loved ones.

117. Promising no-expenses-spared funerals, assistance gaining U.S. citizenship, and astronomical legal settlements, the Nunez Defendants signed these vulnerable survivors to the Nunez & Associates Attorney Employment Contract without any reference to Kherkher Garcia. **Exhibit 5**, at § 5.

118. The Nunez & Associates Attorney Employment Contract as signed perpetuate the false and misleading impression the clients were engaging a law firm authorized to practice law or that does practice law in the area of personal injury in that it identifies NUNEZ LAW FIRM. *Id.*

119. According to the depositions of Ornelas, Alfredo Nunez, and McCoy, no actual attorney spoke to, offered legal advice, or met with any of the survivors on November 25th.

120. The Nunez & Associates Attorney Employment Contract was not signed at that time by any attorney either licensed to practice law in the United States or by any person practicing law in the United States. It is an illegal and unethically procured contract.

121. The Nunez & Associate Attorney Employment Contract falsely states to the clients, at § 5, that “The client(s) has been advised that the attorneys and law firms listed below and sharing attorneys’ fees on the case have assumed *joint responsibility for the handling of the case.*”

122. Nunez & Associates per the Attorney Employment Contract collects 50% of the 40% contingency fees.

123. Nonlawyer McCoy scanned the signed Attorney Employment Contracts and emailed them to Alfredo Nunez in Mexico for his countersignature. **Exhibit 5.**

124. At some time subsequent to receiving the Attorney Employment Contracts by email from McCoy, Alfredo Nunez was tasked with completing the blanks associating Nunez & Associates with a U.S. law firm who would provide cover for the fraudulent procurement, be in charge of the U.S. lawsuit, and who would be obligated to split the 40% contingency fee, after expenses were deducted, 50/50—with nonlawyers.

125. According to the deposition of Alfredo Nunez, his wife in Mexico completed the blank sections of § 5 the Attorney Employment Contract under the heading “Association of Additional Counsel and Division of Fees” at exclusive direction of nonlawyer Ornelas.

126. Ornelas selected Kherkher and Kherkher Garcia (collectively, “Kherkher Defendants”) and directed Alfredo Nunez to fill Kherkher Garcia in § 5 of the Attorney Employment Contract.

127. The Kherkher Defendants then paid \$29,170.35 for the funeral expenses of Mejia and Recinos as promised by the Nunez Defendants when illegally and unethically inducing and obtaining the signatures of survivors on Nunez & Associates version of the Attorney Employment Contract.

128. The first public funeral home visitation for the victims was November 27, 2020.

129. The funeral for the victims was November 28, 2020.

130. The Kherkher Defendants fulfilled their promise to pay such expenses by mailing or hand-delivering a check to Westfield Chapel on or about December 1, 2020.

Exhibits 6 and 9.

Hatfield’s Timeline in Representing the Estate of Recinos

131. Mancía wasn’t the only survivor of Recinos.

132. Prior to Recinos’ death, she had twice attempted to divorce Mancía.

133. Mancía was an abusive husband with a history of arrests for domestic violence.

On August 21, 2019, Mancía was arrested and later convicted for Domestic Battery 3rd Degree because of his specific physical abuse of Recinos. The abuse at the hands of Mancía occurred one year and three months prior to her death.

134. At the time of Recinos’ death, Mancía was understood by Recinos’ daughter Laura Yaneth Mancía Recinos (“Laura”) and son Ever Noe to be prohibited by a protective order from making any contact with their mother following Mancía’s criminal conviction for Domestic Battery.

135. Evidence used to substantiate Mancía’s criminal charges and conviction came from the cell phone video of Laura Recinos who captured the physical altercation and provided such video information to the arresting officers.

136. Following the arrest on August 21, 2019, for Domestic Battery, Mancía did not return to the residence.

137. At the time of Recinos' death, Mancía did not live at the same residence of Recinos or her two daughters and two sons.

138. Mancía was never a rational candidate to represent the estate.

139. Hatfield has legal expertise in the field of catastrophic injuries and the pursuit of wrongful death claims in Arkansas.

140. Hatfield has represented clients adverse to JB Hunt. He has a good reputation and proven record representing injured individuals and families in Northwest Arkansas and across the State of Arkansas.

141. Hatfield operates his law office in Springdale, Arkansas, which is in very close proximity to the residence of Vidal, Laura, and Ever Noe.

142. Hatfield is well known in the community.

143. He advertises his legal expertise in trucking litigation to Northwest Arkansas.

144. For example, Hatfield's website provides a detailed explanation of what an injured person or family should do following a large truck accident. The explanation provided by Hatfield's firm includes his services of analyzing police reports, checking driver's logs and truck maintenance records, and assessing whether drivers were in compliance with traffic rules when the accident occurred.

145. Hatfield's advertising is customary to the legal community.

146. Despite Mancía's coercion of Ever Noe and daughter Laura Yaneth Mancía Recinos ("Laura") to sign the Attorney Employment Contract at the funeral home on November 25, 2020, Laura had already contacted her uncle and Recinos' brother, Vidal Recinos ("Vidal"), to implore him to let Laura, Ever Noe, and Recinos' two-year old daughter, Baby R.R.M., live with Vidal in Boston.

147. Vidal sought to help Laura and contacted Hatfield on November 30, 2020, at 8:17 a.m. to seek independent representation in a bid to protect the heirs' interests and

ensure representation which would properly compensate the children and free them from their abusive father.

148. Hatfield advertises on the Internet, and Vidal was recommended to Hatfield as a result of Hatfield's advertising or on referral from local counsel.

149. Such initial contact and discussion between Vidal and Hatfield's bilingual staff was received on a recorded phone line. According to a certified transcription of such phone call from Vidal to Plaintiff Hatfield's office, Vidal expressed serious concern for the safety of Laura and other family members and declared all were scared of Mancia and feared for their safety.

150. Hatfield met with Vidal, Laura, Ever Noe, and Baby R.R.M. at or about 9:30 a.m. November 30, 2020, to discuss their legal options.

151. The meeting lasted beyond two hours and resulted in Vidal, Laura, and Ever Noe signing Hatfield's Attorney-Client Agreement and Power of Attorney (the "Hatfield Contract"). **Exhibit 10.**

152. At the meeting, Hatfield described under oath the many legal topics covered and discussed the threats facing the family by Mancia's physical threats and intimidation.

153. Hatfield testified in his deposition and described personally reviewing the video of Mancia physically abusing Recinos. Such video was viewed by Hatfield on Laura's phone.

154. At issue in the underlying lawsuit giving rise to Hatfield's claims are the wrongful death claims directed at JB Hunt and Keondrick Banks by the survivors of the decedents Mejia and Recinos.

155. Hatfield was lawfully engaged to serve as counsel to assert wrongful death claims against JB Hunt and Keondrick Banks by valid, written contract duly executed by the surviving family members of Recinos. **Exhibit 10.**

156. To wit, Vidal is an adult brother of the decedent, and he signed the Hatfield Contract and authorized Hatfield to open an estate and advance all attendant claims associated therewith.

157. Laura is the adult daughter of the decedent, and she signed the Hatfield Contract and authorized Hatfield to open an estate and advance all attendant claims associated therewith.

158. Ever Noe is an adult son of the decedent, and he signed the Hatfield Contract and authorized Hatfield to open an estate and advance all attendant claims associated therewith.

159. The State of Arkansas authorizes any of the foregoing individuals to serve as an as special administrator of the estate of their deceased mother Recinos and to serve the interests of the estate and other beneficiaries.

160. Such contract for legal services constitutes an express agreement by the signatories to compensate Hatfield on a 33 $\frac{1}{3}$ % contingency basis whereby Hatfield would invest his time, expertise, and out-of-pocket actual costs of suit.

161. Hatfield provided an English-Spanish interpreter to explain all aspects of the Hatfield Contract and the scope of representation.

162. After consulting with Hatfield through Hatfield's Spanish-speaking employees, Vidal, Laura, and Ever Noe executed the Hatfield Contract and retained Plaintiff.

163. The three adult survivors attested in **Exhibit 10** that Hatfield did not solicit the case.

164. The three adult survivors attested no one has received any reward from Hatfield for recommending the clients to Hatfield.

165. The three adult survivors attested Hatfield did not promise any support or reward for signing the Hatfield Contract.

166. All three adult survivor signatories to the Hatfield Contract affirmed both in writing and in person verbally they had not previously retained other counsel prior to retaining Hatfield.

167. Ark. Code Ann. § 16-22-304(a)(1) creates a lien of attorney which “attaches to any settlement, verdict, report, decision, judgment, or final order in his or her client’s favor, and the proceeds thereof in whosoever’s hands they may come.”

168. The 1989 amendments to the Attorney Lien Law, Ark. Code. Ann. § 16-22-301 *et seq.*, permit an attorney “to rely on the contracts they make with their clients whether those contracts contemplate a contingency fee or otherwise.” *Lancaster v. Fitzhugh*, 310 Ark. 590, 592, 839 S.W.2d 192, 193 (1992). An attorney who has “initiated action on his client’s behalf and then been discharged [may] rely on his contract and recover a contingent fee from not only the client, but third persons as well.” *Id.* (citing *Lockley v. Easley*, 302 Ark. 13, 786 S.W.2d 573 (1990)).

169. Hatfield relies on the Hatfield Contract and seeks recovery of his contingency fee as permitted under Arkansas’ Attorney Lien Law, Ark. Code. Ann. § 16-22-301 *et seq.*

170. Hatfield claims a legal interest in such claims because of his 33 $\frac{1}{3}$ % contingency contract for representation of the estate on behalf of Flor Maribel Recinos Valle (“Estate of Recinos”), as authorized by signatures of these three surviving heirs.

171. After securing a valid contract after Vidal called Hatfield for help, Hatfield and his team immediately began work on the file and communicated regularly and consistently with his clients to create the Estate of Recinos.

172. November 30, 2020, the same day Vidal, Laura, and Ever Noe engaged Hatfield, Hatfield began requesting and receiving extensive information about all survivors and potential beneficiaries of Recinos.

173. Hatfield regularly communicated with Gaby Martinez, Vidal’s English-speaking niece, to obtain all necessary and relevant information for all survivor beneficiaries on behalf of the Estate of Recinos.

174. To wit, Hatfield received photos, identification cards, and other survivor information necessary to open the Estate of Recinos.

175. As of November 30, 2020, Hatfield and his staff had already prepared all necessary paperwork for Vidal to serve as the administrator for the Estate of Recinos as required to advance wrongful death claims pursuant to Ark. Code Ann. § 16-62-101(a)(1).

176. Hatfield stood ready, willing, and able to open the Estate of Recinos using Vidal as personal representative and could have done so on either November 30 or December 1, 2020. The only thing missing was Vidal's signature.

177. Hatfield's contract was signed by all three people not later than 11:30 a.m. on November 30, 2020.

Improper and Unlawful Interference by Ornelas and Kherkher Garcia with the Valid Hatfield Contract

178. Phone records retrieved through subpoena establish Kherkher Garcia's paralegal Raciél Gonzalez first called Mancía on November 30, 2020, at 3:13 p.m.

179. Phone records likewise establish that on November 30, 2020, Ornelas called Mancía three times; 4:04 p.m., 4:40 p.m., and 4:44 p.m.

180. Hatfield testified in his deposition how on November 30, 2020, he was speaking on the telephone with Vidal around 4:48 p.m. while Vidal was standing in the apartment where Laura and Ever Noe resided. Hatfield testified Vidal reported to Hatfield in real time that Mancía arrived at the apartment and was very angry.

181. Phone records establish Steve Kherkher called and was speaking with Mancía on November 30, 2020, at 4:55 p.m., only seven minutes after Hatfield began his call with Vidal.

182. On December 1, 2020, Kherkher sent an email to Hatfield demanding that Hatfield cease all communications with Laura and Ever Noe. *See* Email from Steve Kherkher to Jason Hatfield (Dec. 1, 2020), **Exhibit 11**.

183. Phone records establish Kherkher Garcia's paralegal Raciél Gonzalez communicated by phone with Mancía at least four times on December 1, 2020, at 11:28 a.m., 11:39 a.m., 12:41 p.m., and 12:54 p.m.

184. In his deposition, Ornelas testified of returning to Northwest Arkansas a second time on Nunez & Associates' private airplane to personally meet with Mancía, Laura, and Ever Noe.

185. Ornelas, individually and as controlling partner of Nunez & Associates, specifically testified that on such second visit "we met with Noe [Mancía] and his two step-kids and the baby."

186. Ornelas testified of traveling to Northwest Arkansas the second time as accompanied by a paralegal for Kherkher Garcia, Raciél Gonzalez.

187. Ornelas described the purpose of his second interstate air travel to Northwest Arkansas: to secure additional contracts. **Exhibit 12** is one such contract given to Mancía by either Ornelas or Kherkher's nonlawyer paralegal. The contract presented has a Kherkher Garcia logo, and it is for the legal representation by both NUNEZ LAW FIRM and Kherkher Garcia. It is signed by Mancía as guardian of the minor child and countersigned by both Kherkher and Alfredo Nunez. The document has a December 1, 2020, 9:05p print date stamp.

188. Phone records establish Ornelas called Mancía thirteen (13) more times throughout the day on December 2, 2020.

189. On December 2, 2020, phone records establish Ornelas made a direct phone call to Hatfield's client Ever Noe at 6:39 p.m.

190. Ornelas and Kherkher Garcia's authorized representative secured a signed contract with Mancía to serve as guardian of the baby, which is the precise opposite of what Laura wanted when seeking Hatfield's counsel. **Exhibit 12**.

191. Ornelas testified as to knowing of Hatfield's contract for legal representation in connection with or advance of Ornelas' second trip to Arkansas.

192. Both nonlawyer Ornelas and nonlawyer paralegal Raciél Gonzales of Kherkher Garcia had direct physical access to Hatfield's clients Laura and Ever Noe and communicated in person with both of them, without authority, having firsthand knowledge of the existence of Hatfield's November 30, 2020 contract with such clients.

193. Ornelas, Mancía, and the Kherkher Defendants knowingly and willingly applied repeated and undue pressure to coerce Laura and Ever Noe to have them ultimately decline any further communication with Hatfield, their chosen attorney.

194. Hatfield personally spoke to Kherkher, and it is from this conversation that Hatfield learned the Kherkher Defendants leveraged the payment of funeral expenses to coerce Laura and Ever Noe to refuse to work with Hatfield, their chosen attorney: ("they can't fire me, I paid for the funerals.") Email from Jason Hatfield to Steve Kherkher (Dec. 02, 2020 15:52 CST), **Exhibit 13**.

195. Kherkher Defendants did unethically pay the funeral expenses totaling \$29,110.35. **Exhibit 6**.

196. Hatfield later understood in speaking with Gaby Martínez, the point of contact Hatfield had in securing the identities of all survivors, that Ornelas and the Nunez Defendants and others were making false promises of United States citizenship to the surviving families. Many of the survivors of both estates are, on information and belief, not United States citizens, and the promise of citizenship has great value and would serve as unlawful and unethical incentive.

197. The Kherkher Defendants called Hatfield using interstate phone systems to perpetuate a fraud upon Hatfield and the three survivors of Recinos.

198. The Kherkher Defendants intentionally concealed and lied about the fact of the case runner procurement of their claimed engagement, if any.

199. Kherkher falsely and fraudulently declared to Hatfield during such interstate phone call that he had in his possession a valid lawful contract with Hatfield's clients Laura and Ever Noe. While making such false statements, Kherkher knew of the

illegality and unethical aspects of the Nunez & Associates business model and the fee-splitting aspects of such model. Kherkher knew such contract was unlawfully and unethically procured by his personal friend and longtime business associate Cesar Ornelas, especially as Kherkher's paralegal traveled with Ornelas to Northwest Arkansas.

200. In response to a question by Hatfield inquiring on how Kherkher was hired during a phone call, Kherkher lied and falsely represented to Hatfield that Kherkher Garcia was hired by survivors on referral by an Arkansas law firm doing business in Northwest Arkansas.

201. No Arkansas firm referred the cases; no Arkansas firm was retained until the Pirani Defendants appeared.

202. Kherkher's statements of having been referred the case by an Arkansas law firm were intentionally and materially false, made with keen understanding of the ethics rules governing both attorneys.

203. Kherkher demanded Hatfield cease all work but offered no evidence to Hatfield of any prior contract with Hatfield's clients.

204. The Kherkher Defendants falsely and fraudulently interfered with the Hatfield Contract using interstate wire and mail channels.

205. Kherkher, individually and as authorized agent of Kherkher Garcia, likewise employed interstate wire and mail channels when directing Hatfield's two clients to cease all communications with Hatfield, making it impossible for Hatfield to carry out his duties and obligations to them.

206. At all times relevant to these claims, Kherkher and Kherkher Garcia never advertised in Northwest Arkansas.

207. A general Internet search by a resident in Northwest Arkansas for "truck accident lawyer" or other similar terms does not reveal any advertisements by either Kherkher or Kherkher Garcia.

208. No survivors to either Recinos and Mejia discovered Kherkher or Kherkher Garcia through the Internet.

209. Kherkher uttered his concocted and false statements to fraudulently induce Hatfield into voluntarily disassociating from his clients and voluntarily relinquishing Hatfield's attorney's lien.

210. Kherkher falsely and fraudulently declared to Hatfield that Kherkher already had a valid contract with the survivors to both victims and represented to Hatfield that Kherkher's contract pre- dated Hatfield's contract.

211. Kherkher specifically stated, falsely and with intent to defraud, that he already had a valid legal contract with each of Hatfield's clients.

212. Kherkher uttered such false statement to induce Hatfield into voluntarily disassociating from Vidal, Laura, and Ever Noe and voluntarily relinquishing Hatfield's attorney's lien.

213. Kherkher, individually and as authorized agent of Kherkher Garcia, knowingly and intentionally interfered with Hatfield's contract for legal representation using fraud and deception using interstate wire and mail channels.

214. As of November 30, 2020, neither Kherkher nor Kherkher Garcia held a lawful, valid, nor voluntarily executed contract with any survivors to either Recinos or Mejia.

215. As of November 30, 2020, Nunez & Associates did not have a lawful, valid, nor voluntarily executed contract with any survivors to either Recinos or Mejia.

216. As of December 1, 2020, if there were any signed engagement contract at all, it had been procured through fraud, illegal means, and unethical means, including but not limited to, the illegal use of non-attorneys using spurious connection with a Mexico-based attorney who under oath to never practicing law for any client living in the United States who signed one of Nunez & Associates Attorney Employment Contracts.

217. As of December 1, 2020, if there were any signed engagement contract at all, it had been procured under false pretense and false and unethical promise of United States citizenship.

218. Hatfield is the only attorney in that timeframe to have had any lawful, valid, and voluntarily executed contract for legal services with any survivor to the accident of either Recinos or Mejia.

219. It is more likely than not Hatfield would have secured both estates because the deceased families knew Hatfield, they purposely sought out Hatfield for legal representation, and they signed a contract with Hatfield.

220. It is more likely than not Hatfield would have represented both estates because the Hispanic community in Northwest Arkansas knows and trusts Hatfield's substantial representation of injured workers in their community in both workers' compensation claims and personal injury matters.

221. Pirani testified under oath as to Hatfield's excellent reputation in the area of workers' compensation and how area law firms routinely refer cases to Hatfield.

222. Three of the surviving relatives already sought out Hatfield because of his excellent reputation when serving the Northwest Arkansas and the Springdale, Arkansas community and also due to Hatfield's extensive advertising efforts and investment.

223. Relative to the remaining engagement with Vidal after Laura and Ever Noe were pressured into canceling their contract with Hatfield, Pirani testified under oath that it was not he who first contacted Hatfield's remaining client, Vidal Recinos to secure a contract.

224. Pirani did receive and countersign such contract with Kherkher Garcia, NUNEZ LAW FIRM, and Pirani Law. On information and belief, as told by Pirani, it was either Raciel Gonzalez or Jesus Garcia who made such improper contact with Vidal and provided him with a contract for legal representation. **Exhibit 4.**

225. Yet Vidal testified in deposition that he understood he was obligated to sign the engagement contract for legal representation with Kherkher Garcia, NUNEZ LAW FIRM, and Pirani Law in order to inherit funds from his sister's settlement with J.B. Hunt.

226. Pirani conceded in his deposition of knowing it was not a legal requirement for his firm (and the others) to have a contract for representation with each and every survivor.

227. Accepting Vidal's sworn statement that he believed he must sign the attorney engagement contract in order to inherit money from his sister's estate as true, the Kherkher Defendants secured such contract with Vidal through actual fraud, with full knowledge of Hatfield's prior contract for representation with Vidal and actual knowledge of and receipt of Hatfield's asserted lien.

Hatfield's Attorney Lien

228. In satisfaction of Ark. Code Ann. § 16-22-304(a)(1), Hatfield promptly and properly notified the Kherkher Defendants and JB Hunt of his intention to enforce his attorney's lien relative to his clients Laura and Ever Noe in writing on December 7, 2020. Email from Jason Hatfield to Christy Comstock, and Steven Kherkher (Dec. 7, 2020 16:59 CST) with Proof of Delivery, **Exhibit 14**.

229. No special form is required for an attorney's lien pursuant to Ark. Code Ann. § 16-22-304.

230. Hatfield's notice identifies with specificity all causes of action involving the deceased.

231. Hatfield's notice specifically identifies the motor vehicle accident which was the subject matter of the subsequently-filed case assigned Washington County Circuit Court Case No. 72CV-20-2759.

232. Hatfield's notice outlines his services and efforts regarding the creation of a proper Estate to lawfully advance the case in Arkansas courts.

233. Pirani testified in deposition he was well aware of Hatfield's assertion of lien on the case prior to signing to the January 20, 2021 letter agreement with Kherkher Garcia and Nunez & Associates. **Exhibit 2.** Pirani joined the case anyway.

234. Although the notice of lien did not contain the signatures of Laura and Ever Noe, the notice complied with the Arkansas attorney's lien law in every other respect. As previously discussed, Hatfield was ordered not to contact Laura or Ever Noe and therefore could not ethically obtain their signatures on the lien papers.

235. Hatfield continued to represent Vidal after December 1, 2020.

236. The Kherkher Defendants did not claim to represent Vidal, but Kherkher and Mancia applied pressure to Laura and Ever Noe sufficient to discourage Vidal from communicating with Hatfield.

237. As a result of the Kherkher Defendants' actions and instructions, Vidal refused to return all contact from Hatfield.

238. Hatfield had no way to continue with his existing contract for representation with Vidal without communication and approval from Vidal, and Hatfield could not file the documents he prepared to establish the Estate to lawfully advance the wrongful death claims.

239. As of the filing of this Second Amended Complaint, the Washington County Probate Court has not yet made any factual findings relative to Hatfield's Attorney Lien, and it is unlikely there will be a decision in the upcoming few months, as described in more detail below.

Kherkher's Deficient Pleadings

240. Kherkher signed his name to a statutorily defective original complaint on December 29, 2020.

241. In violation of Arkansas law, the Kherkher Defendants sued on behalf of “Noe Jesus Mancia Polanco, as Next Friend of R.R.M., et al.”

242. On May 17, 2021, five months after the original, defective complaint was filed by the Kherkher Defendants, and three months after JB Hunt and Keondrick Banks sought dismissal of all claims for failure to follow the Arkansas statutory requirements, Arkansas attorney Tony Pirani entered his appearance.

243. Pirani testified in his deposition the original JB Hunt lawsuit, as filed by Kherkher, was legally defective and that Pirani was hired to sort out the errors and to file corrected paperwork and to open an Estate for both decedents with the probate court. Pirani was also hired to author an amended lawsuit against JB Hunt, and he testified of authoring the vast majority of it.

244. The Kherkher Defendants' omissions caused undue and wholly avoidable delay for the survivors of Mejia and Recinos, including Hatfield's clients Vidal, Laura, and Ever Noe.

Specific Examples of Willful and Fraudulent Conduct

245. As of January 20, 2021, when writing, reading, and signing the joint letter agreement, **Exhibit 2**, the Pirani Defendants and the Kherkher Defendants were aware the *Nunez & Associates* entity would be taking no responsibility for the case, to wit: “Kherkher Garcia LLP and Pirani Law P.A. will take principal responsibility for litigation strategy and handling the litigation, negotiating settlement, for receiving and disbursing any recoveries, and for funding litigation costs and expenses.” Nowhere in **Exhibit 2** is there any mention *Nunez & Associates* would be taking any responsibility or handling of the litigation.

246. Also material and regarding **Exhibit 2** is the deliberate and specific use of “Nunez & Associates.” There is not one mention of “Nunez Law Firm” in this core agreement between Kherkher Garcia, LLP and Pirani Law P.A. and Nunez & Associates. Steve Kherkher authored and signed the letter agreement outlining the parties’ understanding of the business arrangement.

247. On January 20, 2021, when signing their names to the joint letter agreement, the signatories understood the legal entity with which they were dealing was “Nunez & Associates.” **Exhibit 2.**

248. Bank records and checks exchanged in this case confirm Kherkher Garcia issues checks payable to “Nunez & Associates” when dividing attorney’s fee awards.

249. Kherkher Garcia and Kherkher know the correct name of the business Ornelas operates as result of Kherkher’s near decade of working with Ornelas.

250. At such time of signing their names to the joint letter agreement, the Pirani Defendants and the Kherkher Defendants therefore understood the attorney’s fees division as payable to Nunez & Associates would be 45% of the total attorney’s fees.

251. The Pirani Defendants and Kherkher Defendants understood Pirani would receive 10% of the attorney’s fee for legal services.

252. The Pirani Defendants and Kherkher Defendants understood that Nunez & Associates *would be performing no legal work and taking no responsibility for the cases.*

253. And the lack of legal work actually performed by Nunez & Associates was proven, as Pirani testified in deposition of never once witnessing any legal work done or performed by any person connected with Nunez & Associates during the entirety of his involvement in the two cases.

254. Pirani testified he did not even possess Alfredo Nunez’s contact number if he were to try and contact him.

255. Pirani testified of never having heard of McCoy or Ornelas until May 2022.

256. Pirani testified of not recalling whether he ever even looked for McCoy or Ornelas on the internet after having been placed on notice in May 2022 of the case-running allegations involving McCoy and Ornelas.

257. Under oath, Pirani confirmed that no time did Pirani ever understand legal work was actually done by “Nunez Law Firm” or by any person or attorney associated with Nunez & Associates. (Pirani testifying: “I don’t have any direct knowledge. I didn’t see or hear Alfredo Nunez do anything because I did not work with Alfredo Nunez. I’ve never spoken to Alfredo Nunez.”)

258. Several days after **Exhibit 2** was signed by Pirani and Kherkher and Nunez & Associates, on February 4, 2021, Kherkher send a letter notifying the survivors of Mejia estate of an update. **Exhibit 15**.

259. In such letter, Kherkher falsely described to the survivors the following: “As we discussed, Kherkher Garcia, LLP, Nunez Law Firm and the Pirani Law PA will assume joint handling and joint responsibility for your representation arising from the death of Ana Delia Mejia Flores that occurred on November 23, 2020.” **Exhibit 15**.

260. Kherkher continued: “The terms of the arrangement are Kherkher Garcia, LLP, Nunez Law Firm and the Pirani Law PA will participate in a fee-sharing agreement. The *law firms* will assume *joint responsibility* for the representation. Kherkher Garcia, LLP will receive forty-five (45%) of the total attorney fees (40%), *Nunez Law Firm* will receive forty-five (45%) of the total attorney’s fees and the Pirani Law PA will receive ten (10%) of the total attorney’s fees.” **Exhibit 15**.

261. The foregoing statements by Kherkher on behalf of Kherkher Garcia above is objectively and knowingly false.

262. Thereafter, these Defendants also set to obtain as many as 18 additional contracts with other survivors of both estates, as exemplified by **Exhibit 4**, which is a compilation of the updated Kherkher branded engagement contracts. The materially

false statements in each of those other contracts includes but is not limited to the following:

association or referral that is proposed. Your signature on this agreement signifies your consent for KHERKHER GARCIA, LLP, Nunez Law Firm, and Pirani Law PA to jointly represent you. The terms of the arrangement are that KHERKHER GARCIA, LLP, Nunez Law Firm, and Pirani Law PA will participate in the fee-sharing agreement; NUNEZ LAW FIRM, KHERKHER GARCIA, LLP AND PIRANI LAW PA will assume joint responsibility for the representation; and **Nunez Law Firm will receive 45% of the total attorney's fees, the KHERKHER GARCIA, LLP receiving 45% of the total attorney's fees and Pirani Law PA will receive 10% of the total attorney's fees.**

263. Despite having actual knowledge these falsehoods, Pirani signed and submitted, despite his obligations of Rule 11, multiple pleadings filed with the Probate Court in Washington County attesting and assuring Judge Martin that (1) legal work was done and (2) by NUNEZ LAW FIRM.

264. Specifically, Pirani filed pleadings with the Washington County Probate Court, on May 9, 2022, in a Petition to Approve Settlement, asking for Court approval of “*the earned attorneys’ fees of the Nunez Law Firm, Kherkher Garcia, LLP, and Pirani Law PA in the amount of \$*”

265. Co-counsel to Pirani Haynes contributed to the misdirection of clients and the Washington County Probate and Circuit Court.

266. Pirani’s many past oral statements to the Court in seeking approval of legal fees relating to work done by or the existence of “Nunez Law Firm” were and remain objectively and demonstrably false.

267. If Pirani were truly ignorant of these facts, despite signing the January 20, 2021 letter agreement, then Pirani utterly failed to conduct basic research into the legality of the arrangement he signed in connection with work with Nunez & Associates and Kherkher Garcia. Pirani would have likewise have utterly failed to read the other 18 contracts that falsely described an equal share of responsibility and handling of the case.

268. There is another dimension to Pirani’s in-court and pleadings as filed. Pirani drafted and filed pleadings opposing Hatfield’s lien with the Washington County

Probate Court, on May 24, 2022, in a Motion to Determine and Quash Alleged Attorney Lien, attested that “Laura Yaneth Mancía Recinos and Ever Noe Mancía Recinos had already contracted with *Kherkher Garcia, LLP and Nunez Law Firm for legal representation*, which contract was entered into on November 25, 2020.” Such statement is objectively false on two levels: Pirani either knew it was false or failed to conduct basic research into the claims prior to making such representations of fact. First, there is no Nunez Law Firm. It is a fictional name used to mislead. Second, Pirani knew by virtue of the January 20, 2021 letter agreement that Nunez & Associates was taking no responsibility for handling or responsibility for the two death cases. And Pirani testified of never once witnessing any legal work by Nunez & Associates.

269. Pirani continued to file additional pleadings falsely asserting to Judge Martin, on September 2, 2022, in a Petition to Modify Previous May 10, 2022 Order Authorizing Settlement of Tort Claim Prior to Disbursement of Proceeds and to Authorize Partial Disbursement of Settlement Proceeds, that “As plainly designated in the appropriate, respective pleadings, the total contracted and earned attorney’s fees owed to the Plaintiff law firms *who actually represented* the Estate and Personal Representative thereof (i.e., the *Nunez Law Firm*, Kherkher Garcia, LLP, and Pirani Law PA law firms, not attorney Hatfield)”. Again, such statement is objectively false, and Pirani either knew it was false or failed to conduct basic research into the claims prior to making such representations of fact. Pirani knew there was never any representation of any client by the fictitious entity Nunez Law Firm, nor was there ever any representation of any client by Nunez & Associates.

270. During a July 7, 2022 hearing, Pirani also stood before Judge Martin and declared again the Nunez Law Firm was involved in both cases. In such statement, Pirani falsely asserted Nunez & Associates was actually a law firm and assured the Court they were “*involved in the case.*” This evidence demonstrates Pirani either totally failed in his obligations to fact-check prior to making specific representations as to the

involvement in the case by Nunez & Associates or he knowingly misled a public official assigned to decide the case.

271. Hatfield's counsel persisted in pleading with Judge Martin to permit discovery to learn the truth behind Nunez Law Firm, urging the Court to see that Nunez Law Firm was both fiction and a fraud:

“I'm going to ask that you seriously consider calling back the attorney fee portion in the companion case of Ana Delia Mejia Flores. You have already distributed, and that money is already gone to these people. I've shown you their case running procurement. ***I've shown you this Nunez Law firm fiction.*** I've shown you this—how it's improper to—for Steve Kherkher to have engaged these contracts. They used the same funeral. Ana and Flor were friends traveling in the same car. They have the same funeral date. Mike McCoy and Cesar Ornelas, in our understanding, they attended the same funeral and handed out cards. It's not a coincidence that Steve Kherkher's law firm got both cases. But not it's not too late for you to call back or order Steve Kherkher to pay back into the court registry that entire substantial fee of which we all know is a large, large fee. Order them to return the funds back into the registry of the Court until you get to the bottom of this, ***and I will help you get to the bottom of this.***”

272. Pirani and Kherkher vigorously defended against any return of fees at that same hearing and proclaimed Hatfield's counsel was entirely out of bounds.

273. At the July 7, 2022 hearing, Kherkher stood and declared to Judge Martin “there was no case running. There was no barratry. There was no sign with me, I'll pay for the funerals. . . . But I wanted to look you in the eye and assure you that we did not run this case.” All aspects of Kherkher's representations in opposition to Hatfield's request for discovery into the facts of the engagement and the lien are demonstrably false. Kherkher knew exactly at that time of the case-running scheme because of his decade long personal and business relationship with Ornelas and his past payments about funerals and also past fee sharing with Ornelas and Nunez & Associates.

274. Pirani continued the willful misdirection by eliciting sworn testimony of Laura, Ever Noe, and Mancía before Judge Martin on February 21, 2023. In that solicited testimony, Pirani claimed the associated firm “Kherkher Garcia” had already been handwritten on at § 5 *at the time they signed* the November 25, 2020 Attorney Employment Contract. Pirani introduced into evidence such contract as governing the engagement. In arguing this position, Pirani urged the Judge to believe these clients had specifically agreed to using Kherkher Garcia and that such contract therefore pre-dated Hatfield’s contract. That was false. McCoy testified of sending the Nunez & Associates Attorney Employment Contract having a *blank* Section 5 identifying no associated attorney to Alfredo Nunez who confirmed Kherkher Garcia *had not been completed* on the document at the time it was signed on November 25 by these clients. **Exhibit 5.** All of these “facts” as solicited by Pirani are false and are material to any determination of contract priority. Pirani either totally failed in his basic duties to fact-check prior to soliciting sworn testimony from his client-witnesses, or this evidence proves bad faith soliciting testimony to bolster a baseless legal position that Kherkher Garcia was a named entity on the governing contract (from people who can’t even speak English).

275. When soliciting sworn testimony from Ever Noe Recinos before Judge Martin, at a hearing on February 21, 2023, Pirani asked of Hatfield’s former client: “Ever, do you have any complaints about *your lawyers, the Nunez Law Firm, Kherkher Garcia, or Pirani law?*” Pirani’s question frames in the reasonable mind of any judge a certification that the “Nunez Law Firm” was a legitimate firm having lawyers and which performed legal work. Such evidence demonstrates Pirani knowingly solicited sworn testimony from his client-witnesses which he knew to be false. Again, Pirani testified under oath to never witnessing any legal work by Nunez & Associates and signed his name to the January 20, 2021 agreement proving Nunez & Associates assumed no responsibility for the cases. **Exhibit 2.**

276. Pirani appeared at many hearings in open court before the Probate Court in Washington County asserting as fact that NUNEZ LAW FIRM was a real law firm and repeatedly assured Judge Doug Martin that there was no unethical or improper activity involving the securing of Attorney Employment Contracts. Such assertions were objectively false and were intended to induce the Court to rule against Hatfield and prevent discovery into the facts, thereby increasing the Pirani Defendants and other Defendants' share of the settlement proceeds.

277. Pirani represented to Judge Martin in multiple pleadings that an award of attorney's fees was proper and payable to NUNEZ LAW FIRM. Pirani prepared and presented to Judge Martin two separate orders granting payment of attorneys' fees to NUNEZ LAW FIRM. There is no such entity.

278. Judge Martin relied on such representations and did sign the orders prepared and presented by Pirani, and payments were authorized and distributed to Kherkher Garcia.

279. But then on May 31, 2023, Pirani testified under oath that he had an epiphany. He testified he now agrees there was zero work done by Nunez Law Firm and as a result Pirani recently emailed and telephoned Judge Martin asking to treat the Nunez Law Firm fees differently. Pirani now claims it would be both unethical and inappropriate for Judge Martin to award "Nunez Law Firm" any fees at all—for either case, *including the Mejia case*.

280. During Pirani's deposition, he declared he emailed but did not file or notify anybody else of his private communication to Judge Doug Martin in which he asked that the NUNEZ LAW FIRM not be awarded fees because doing so would be unethical and improper.

281. Although Pirani refused to provide the actual email to Hatfield on claim of privilege, as testified, Pirani agreed to read into the deposition transcript his email to Judge Martin, claiming he had only just learned about the details involving the case-

running scheme from the depositions taken by Hatfield's attorney of Alfredo Nunez, McCoy, and Ornelas on March 10, 11, and 12, 2023.

282. Pirani's self-protective ex parte email to Judge Martin is as follows:

Dear, Judge Martin, I spoke with Kale earlier and she asked me to send the below email that they would forward to you, but I also just realized I had your email address myself as well, which I did not recall, so I figured I'd try this route. So I hate to have to bother you but I was really hoping as there are some important things I need and frankly I'm ethically required to inform you about which I have only just recently learned. Apologies in advance for the direct message and I obviously hope you will not take offense over this Your Honor knows that I am reaching out with this new information at what is effectively my earliest opportunity. Hence this message request. As noted below in my email to kale the issues on which I need to advice family only portion of the case in which neither Mark or Jason do not have standing or are any longer involved (as reflected in the attached order, Paragraphs 2 through 3, so I don't believe there are any ex parte issues here or I would not be contacting the Court directly like this, but I do need to speak with you as soon as possible, please, if you happen to have any available time this afternoon. I can be reached on my personal cell—I prefer not to put my personal cell in the deposition if that's all right—"on my personal cell and would appreciate a call if you are available. Thank you in advance for both your time and consideration, and I look forward to hearing from you soon. Sincerely.

283. Pirani's ex parte email and representations to Judge Martin are false and objectively unreasonable for any attorney practicing law in the State of Arkansas.

284. Pirani, in his deposition, declined to offer a refund of his own fees or those of Kherkher Garcia.

285. Pirani testified he had not disclosed anything of his urgent email and phone call request to Judge Martin or the serious issue involving Nunez & Associates to any of his 18 clients spanning both families.

286. Pirani testified he had not shared such information with attorneys for JB Hunt.

287. Pirani testified he had considered reporting himself to the professional conduct committee but had not done so, nor had he done so relative to his co-counsel Kherkher.

288. Pirani admitted under oath that but for the actions of Cesar Ornelas and Mike McCoy, neither Kherkher Garcia nor Pirani Law would have represented either estate.

289. Pirani's communication to Judge Martin is objectively unreasonable because Pirani was sued on July 14, 2022, in which Hatfield's factual claims of barratry involving Ornelas, McCoy, and Nunez & Associates were well pled.

290. Pirani is a named party and, serving pro se, he admitted under oath to having full opportunity to discuss the scheme with counsel representing both the Nunez Defendants and the Kherkher Defendants. Pirani admitted to sharing a common defense to this lawsuit and that he communicated freely and frequently with the Kherkher Defendants.

291. Pirani stated he did little to no Internet research as to McCoy, Ornelas, or Alfredo Nunez either before or after being informed of the claims as early as May 2022.

292. Discovery revealed that the Defendants are acutely aware of the case-running concern.

293. A June 13, 2022 email from Jesus Garcia informs Alfredo Nunez of Kherkher Garcia's decision to not distribute the Judge Martin approved attorney's fees to the Nunez Defendants on either the Mejia or Recinos case—until after the Hatfield claims had resolved.

294. Such strategic decision, made nearly one year ago involving Haynes, Garcia, and Kherkher, underscores these named Defendants fully appreciated the illegality and unethical nature of dividing fees with Nunez & Associates during the pendency of this case. And they encouraged Pirani to continue before Judge Martin.

295. Kherkher Garcia's financial records demonstrate how only a few months prior, on April 7, 2022, Kherkher Garcia, LLP issued a six-figure check as split of attorney's fees payable to Nunez & Associates on another case.

296. Kherkher, Garcia, Haynes, and Kherkher Garcia have known of the unethical and illegal business model of Nunez & Associates and received benefit and paid monies to the enterprise for years.

297. Pirani, Kherkher, Garcia, Haynes, and Kherkher Garcia's failure to address this issue in a timely manner with Judge Martin constitutes a fraud and an abuse of their law license, especially as Pirani and Kherkher continued to advocate for—and secured Judge Martin's signature on—two orders granting a full award of attorney's fees to Nunez & Associates—in both cases.

298. Holding approved money back from Nunez & Associates for almost a year—all the while *only now* claiming they are “surprised” at what they heard in the depositions of Ornelas, McCoy, and Nunez constitutes willful blindness, at minimum. It represents specific and persistent never-say-die misdirection to Judge Martin and against Hatfield in the underlying probate matter.

299. Jesus Garcia of Kherkher Garcia knew the business model and received benefit and paid monies to the enterprise. Garcia is the person who communicated Kherkher Garcia's withholding of the fees in the Mejia and Recinos matters while paying other fee splits to Nunez & Associates. Haynes and Kherkher are copied on such communication to Nunez & Associates.

300. Again, Ornelas testified of having worked with Kherkher for at least eight years using a similar business model of securing clients.

301. Pirani and Kherkher both signed the January 20, 2021 letter representation agreement with Steve Kherkher memorializing how Nunez & Associates would be taking *no responsibility* for the two wrongful death cases. **Exhibit 2.** Consequently, Pirani knew or should have known or had reason to know of the illegal scheme that Pirani now falsely cries to Judge Martin is something he “only recently just learned.”

302. Pirani demonstrated willful blindness to the facts when asserting argument in favor of a full award of fees to Nunez Law Firm, the Pirani Defendants, and the Kherkher Defendants.

303. Pirani, representing himself pro se at his deposition, unbelievably claimed not to have actually read the January 20, 2021 letter of representation. **Exhibit 2.**

304. Pirani enumerated other reasons he believed it would be improper for there to be any payment to NUNEZ LAW FIRM:

By Pirani: The first being that Nunez Law Firm is not an actual entity, that it's Nunez and Associates. The second being that the attorneys' fees, as they are designated and have been awarded by the Court to Nunez Law Firm, setting aside the name issue, a portion of those go to Alfredo Nunez. My understanding always was that it would all go to Nunez Law Firm. I have no knowledge of anything else, but that he apparently did not do any actual legal work or perform any legal services on the case and also testified that out of those proceeds, he apparently only gets 10 percent of them and the remaining 90 percent portion is split between Mr. McCoy and Mr. Ornelas. That's at least my understanding of his testimony at deposition. I view—I've looked into and discussed with other counsel. Without getting into privilege communications, that appears to be a violation of both the Texas rules as well as the Arkansas ethics rules. One, for Alfredo Nunez to receive any attorneys' fees at all when he did not provide legal services on the case. And, two, for attorneys' fees to be shared in any form or fashion with non-attorneys. Both of those things appearing to be true, I think there's an ethics problem there that the Court needed to be made aware of, and we have taken appropriate steps and are still in the process of addressing that.

305. The Pirani Defendants and the Kherkher Defendants understand the Arkansas rules of professional conduct do not permit the sharing of legal fees between two law firms unless (1) the division is in proportion to the services performed by each lawyer or, by written agreement with the client, *each lawyer assumes joint responsibility for the representation*; (2) the client is advised of and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable. (Ark. R. Prof. Cond. 1.5(e)).

306. Further evidence of fraud on the part of Pirani, Haynes, Kherkher and Kherkher Garcia is the aggressive and robust use of legal proceedings and the unilateral abuse of the attorney client privilege in the probate and civil cases and this federal case to prevent Hatfield from discovering the truth and bringing the illegal and unethical conduct to light.

307. Hatfield initially attempted to secure discovery to resolve the timing and manner of engagement of Kherkher's firm and Pirani's firm by asking for a copy of their agreement. Kherkher and Pirani refused.

308. Hatfield issued a Notice of Deposition for Plaintiffs after Hatfield intervened as a matter of right in the underlying wrongful death lawsuit. The Kherkher Defendants and Pirani Defendants sought to prevent such depositions. The reasonable purpose of resisting discovery was to conceal the illegal case procurement.

309. Hatfield served a subpoena for documents relating to the funeral home upon Pirani and Kherkher consistent with Ark. R. Civ. P. 45, which requires a 3-day advance notice of such subpoena prior to serving the subpoena upon the funeral home regarding payment by McCoy, Ornelas, Nunez, or Kherkher for both Recinos and Mejia. The Kherkher Defendants and Pirani Defendants opposed any discovery into who paid for the funeral expenses and sought sanctions against Hatfield. They did so to conceal the truth of payment of the funeral expenses.

310. The Kherkher Defendants and Pirani Defendants objected to the subpoena, sought a protective order, and sought to prevent the disclosure of such documents to conceal the truth of payment of funeral expenses.

311. Such pleadings Pirani prepared, signed, and filed with knowledge of the illegal and unethical funeral expense payments.

Work Hatfield was Ready to Perform

312. Hatfield had a legitimate business expectancy and was fully competent and ready to undertake all representation of both estates.

313. But for the actions of all defendants, Hatfield would have secured the same or better result for these survivors of both estates.

314. In the amended complaint filed by both estates against JB Hunt, as authored by Pirani, the Pirani Defendants and Kherkher Defendants demanded damages in the amount of \$28 million as set forth in the public pleadings on file in Circuit Court.

315. Hatfield testified in deposition such \$28 million dollar demand was consistent with his understanding of the reasonable and likely recovery in the wrongful death cases for both families.

316. At all times relevant to this matter, Hatfield stood ready, willing, and able to assist the family in receiving a maximum compensation.

317. Hatfield and his attorneys and professionals in his office stood ready to provide comprehensive review of the evidence, interview witnesses, perform and conduct research and accident reconstruction, engage economic experts, and ably represent these clients and the Estates.

318. It was all defendants, and not Hatfield, who prevented Hatfield from contributing to a successful outcome for the survivors and estates.

319. At no time prior to seeking distribution of their attorneys' fees, using a petition to distribute attorneys' fees—which was filed under seal and not viewable to the public, had the Kherkher Defendants or Pirani Defendants provided Hatfield or the Circuit or Probate Court of Washington County with the actual contract of legal engagement, settlement, or allocation of distribution of fee.

320. Hatfield subpoenaed the entire case file as between JB Hunt and the Kherkher Defendants and the Pirani Defendants.

321. Hatfield has reviewed the entire case file and is prepared to present evidence to a jury substantiating an award much larger than the comparably low amount for which the Kherkher Defendants and Pirani Defendants settled.

322. The Kherkher and Pirani Defendants to this case settled both estates for too little money.

323. The Kherkher and Pirani Defendants did not differentiate between estates and accepted the same amount for both.

324. The Kherkher and Pirani Defendants did not perform adequate work to maximize recovery for both estates.

325. Hatfield is entitled an award as calculated from what a jury would have likely decided had these Defendants not rushed to settle, never taking any depositions of any person, and only doing minimal inspection of the vehicle in a case—which Pirani readily admits—*liability was never an issue*.

326. Liability, as well as JB Hunt's readiness to resolve the case, is not in dispute in the underlying matter.

327. But for the bad actions of Defendants in procuring these cases, together with a major lack of diligence in the pursuit of the case, together with a conflict of interest as between resolving both estates at the same time for identical settlement amounts, the case would have more likely than not settled for far more money than what the Kherkher and Pirani Defendants readily accepted.

328. Had Hatfield been the attorney of record, the heirs to both estates would have been in a far superior position than they are now after having been hustled by a funeral home director, serial case runners, and a massive scheme to defraud and perpetuate a fraud upon Judge Martin when he approved orders prepared by Pirani.

Counts

Count One — Civil Racketeering Influenced Corrupt Organization Act, § 1962(a) Investment against McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law

329. The foregoing facts and statements are incorporated by reference.

330. McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law were invested in an enterprise.

331. McCoy, Ornelas, Nunez & Associates received income from committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years.

332. Specifically, Ornelas and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to further their enterprise to fraudulently and unethically cause the termination of the Hatfield Contract in favor of their own contracts from which they received income.

333. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with the Kherkher Defendants to illegally, unethically, and fraudulently pose as attorneys to further the execution of contracts from which they received income in representing themselves on many occasions as NUNEZ LAW FIRM, when no such entity exists. It is a fictional entity which creates in the minds of potential clients, other attorneys, and judges reviewing a fee petition to believe there are actual lawyers who are performing legal services for clients.

334. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with

the Kherkher Defendants or the Pirani Defendants to illegally and unethically procure clients from which they received income. Of the 18 or so additional contracts executed as between the survivors of both estates, Mejia and Recinos, all of which were on Kherkher Garcia letterhead, and the Pirani Defendants and Nunez & Associates countersigned each.

335. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or false promise that some or all survivors would be granted United States Citizenship in exchange for signing from which they received income. Such information was reported to Hatfield by Gaby Martinez, the point of contact designated by Vidal, Laura, and Ever Noe for Hatfield.

336. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or unlawful promise to pay funeral expenses in exchange for signing from which they received income. Families of Mejia and Recinos were unlawfully and unethically induced to sign with nonlawyers Ornelas and McCoy using promise of funeral expense payments of which Kherkher Defendants did pay using either carriage of mail or parcels through the US Mails or which such funds were paid using wire.

337. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with the Kherkher Defendants or the Pirani Defendants to interfere with the Hatfield's

business expectancy from which they received income. Continued effort by the Defendants to secure a contract for legal representation with Vidal on a contract countersigned by the Kherkher Garcia, Pirani Law, and Nunez & Associates was transmitted by U.S. mails or via wire. Representatives of Kherkher Garcia placed numerous phone calls to Vidal, and Garcia emailed Vidal.

338. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to run a calculated scheme designed to prey on legally protected survivors, pay kickbacks to funeral homes, pay funeral expenses in exchange for representation, and apply pressure to potential clients on behalf of law firms including but not limited to the Kherkher Defendants and the Pirani Defendants, from which they received income.

339. The Kherkher Defendants received income from committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years.

340. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to further their enterprise to fraudulently and unethically cause the termination of the Hatfield Contract in favor of their own contracts from which they received income.

341. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to do what the Kherkher Defendants could not do directly: secure clients in violation of the Texas Penal Code, the Texas Rules of Professional Conduct, and the Arkansas Rules of Professional Conduct from which they received income.

342. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or false promise that some or all survivors would be granted United States Citizenship in exchange for signing from which they received income.

343. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to transmit and receive unlawful engagement contracts that were originally procured through deception or unlawful promise to pay funeral expenses in exchange for signing from which they received income.

344. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or with other law firms, to negotiate, arrange, and transmit payment of funeral expenses in exchange for signing representation contracts from which they received income.

345. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to interfere with the Hatfield's business expectancy from which they received income.

346. The Pirani Defendants received income from committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years. Pirani has been paid in at least four installments his substantial fee from the Mejia

estate settlement, by check, as sent to him from Kherkher Garcia by U.S. Mail as defined above.

347. Specifically, the Pirani Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to coordinate with McCoy, Ornelas, Nunez & Associates, or the Kherkher Defendants to do what the Pirani Defendants could not do directly: secure clients in violation of the Arkansas Rules of Professional Conduct from which they received income.

348. At least a part of the proceeds of the settlement of the Estates of both Recinos and Mejia was used to acquire or maintain an interest in, or to operate, this enterprise; namely, the Kherkher Defendants and the Pirani Defendants unlawfully shared their legal fees with Ornelas, McCoy, and Nunez & Associates in payment for the fraudulent procurement of contracts for legal representation involving the Estates of both Recinos and Mejia.

349. McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law participated together through this pattern of racketeering activity from which they received substantial income.

350. McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law are associated in fact through association, employment, and agency.

351. The Kherkher Defendants are associated in fact through incorporation, employment, and agency.

352. The Pirani Defendants are associated in fact through incorporation, employment, and agency.

353. McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law are associated in fact with each other through their

contracts and their collaborative and coordinated efforts to advance their purpose and enterprise.

354. McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law used or invested all or part of the income derived from their pattern of racketeering activity in the enterprise.

355. Specifically, McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law used or invested all or part of the income derived from their pattern of racketeering activity to illegally and unethically secure clients using non- attorney case-runners for law firms.

356. Specifically, McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law used or invested all or part of the income derived from their pattern of racketeering activity to avoid the Hatfield Contract in order to increase the value of their respective shares in the representation of the Estate of Recinos.

357. Specifically, McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law used or invested all or part of the income derived from their pattern of racketeering activity to avoid Hatfield business expectancy in order to increase the value of Defendants' respective shares in the representation of the Estate of Mejia.

358. The enterprise McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law was engaged in, or the activities of McCoy, Ornelas, Nunez & Associates, Kherkher, Kherkher Garcia, Pirani, and Pirani Law affected, interstate or foreign commerce, at least between Arkansas, Texas, and Mexico.

359. The use by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of or investment of income in the enterprise injured Hatfield's business.

360. The use by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of or investment of income in the enterprise played a substantial part in bringing about or actually causing Hatfield to lose profits or money.

361. Hatfield's loss was either a direct result or a reasonably probable consequence of Defendants' acts.

362. The commission by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of the acts of racketeering, or the pattern of racketeering activity, or conduct of the affairs of the enterprise through the pattern of racketeering activity directly resulted in Hatfield's damages or played a substantial role in producing Hatfield's damages.

363. But for the conduct of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law, Hatfield would have represented at least the estate of Recinos, but also more likely than not the estate of Mejia.

364. The use by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of or investment of income in the enterprise injured Hatfield's former clients' property.

365. The use by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of or investment of income in the enterprise caused Hatfield's former clients to lose money or be awarded far less than they would had Hatfield been able to represent them.

366. The use by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law of or investment of income in the enterprise played a substantial part in bringing about or actually causing Hatfield's former clients to lose a greater share of the estate proceeds.

367. Hatfield's former clients' loss was either a direct result or a reasonably probable consequence of the acts of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law.

**Count Two – Civil Racketeering Influenced
Corrupt Organization Act,
§ 1962(b) Acquisition or Maintenance
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law**

368. The foregoing facts and statements are incorporated by reference.

369. Hatfield specifically claims that McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law acquired or maintained an interest in or control of the enterprise through a pattern of racketeering activity.

370. Defendants McCoy, Ornelas, and Nunez & Associates are associated in fact through association, employment, and agency. Bank account records in Hatfield's possession demonstrate payment of proceeds from the scheme to McCoy, Ornelas, Alfredo Nunez, and for payment of Nunez & Associates business expenses and Ornelas' personal expenses.

371. The Kherkher Defendants are associated in fact through incorporation, employment, and agency. Kherkher, Garcia, and Haynes are formally established as partners of Kherkher Garcia.

372. The Pirani Defendants are associated in fact through incorporation, employment, and agency. Pirani is the sole member and owner of his firm, Pirani Law, P.A.

373. All Defendants are associated in fact with each other through their contracts and their collaborative and coordinated efforts to advance their purpose and enterprise. There are at least 20 contracts as between these defendants relating to the two estates of Mejia and Recinos.

374. The enterprise is intended to illegally and unethically secure clients using non-attorney case-runners for law firms. McCoy and Ornelas have secured more than 200 cases using this illegal and unethical business model.

375. The enterprise is intended to illegally and unethically secure clients using false promises of U.S. Citizenship. Hatfield learned this information from the person that Laura, Ever Noe, and Vidal appointed to help gather contact information for the estate of Mejia.

376. The enterprise is intended to illegally and unethically secure clients using payments for funeral expenses. McCoy testified of the script he provides funeral directors which expressly invoke payment of funeral expenses when soliciting clients, and Kherkher Garcia did pay nearly \$30,000.00 for the two funerals.

377. The enterprise is intended to avoid the Hatfield Contract in order to increase the value of Defendants' respective shares in the representation of the Estate of Recinos.

378. The enterprise is intended to avoid Hatfield's business expectancy in order to increase the value of Defendants' respective shares in the representation of the Estate of Mejia.

379. Defendants McCoy, Ornelas, and Nunez & Associates obtained, received, gained, supported, preserved, continued, or sustained a right, claim, title, legal share in the enterprise that is an association in fact by and between themselves and with Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law.

380. Alternatively, the Defendants McCoy, Ornelas, and Nunez & Associates regulated, directed, governed, or managed an enterprise that is an association in fact by and between themselves and with Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law.

381. Defendants McCoy, Ornelas, and Nunez & Associates engaged in interstate communication via wire or radio and interstate carriage of mail and parcels through the

U.S. mails on two or more occasions in the last ten years for the purposes of furthering this enterprise.

382. Defendants McCoy's, Ornelas', and Nunez & Associates' interest or control in the enterprise was associated with or connected to the pattern of racketeering activity. Banking account records demonstrate substantial financial connection and pattern evidencing incoming funds received into the bank account from Kherkher Garcia (among many other Texas firms) and payments directed by Ornelas using checks signed by Ornelas as payment to McCoy, Ornelas, and Alfredo Nunez, among other nonlawyers and possible referral payments to funeral home directors.

383. The Kherkher Defendants obtained, received, gained, supported, preserved, continued, or sustained a right, claim, title, legal share in the enterprise that is an association in fact by and between themselves and with McCoy, Ornelas, Nunez & Associates, Pirani, and Pirani Law.

384. Alternatively, the Kherkher Defendants regulated, directed, governed, or managed an enterprise that is an association in fact by and between themselves and with McCoy, Ornelas, Nunez & Associates, Pirani, and Pirani Law.

385. The Kherkher Defendants engaged in interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years for the purposes of furthering this enterprise.

386. The Kherkher Defendants' interest or control in the enterprise was associated with or connected to the pattern of racketeering activity.

387. The Pirani Defendants obtained, received, gained, supported, preserved, continued, or sustained a right, claim, title, legal share in the enterprise that is an association in fact by and between themselves and with McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, and Kherkher Garcia.

388. Alternatively, the Pirani Defendants regulated, directed, governed, or managed an enterprise that is an association in fact by and between themselves and with McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, and Kherkher Garcia.

389. The Pirani Defendants engaged in interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years for the purposes of furthering this enterprise.

390. The Pirani Defendants' interest or control in the enterprise was associated with or connected to the pattern of racketeering activity.

391. The enterprise of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law was engaged in, or the activities of the Defendants' enterprise affected, interstate or foreign commerce, at least between Arkansas, Texas, and Mexico.

392. The interest or control by McCoy, Ornelas, Nunez & Associates, Kherkher, Kherkher Garcia, Pirani, and Pirani Law in the enterprise injured Hatfield's business.

393. The interest or control by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law in the enterprise played a substantial part in bringing about or actually causing Hatfield to lose profits or money.

394. Hatfield's loss was either a direct result or a reasonably probable consequence of Defendants' acts, including the interest or control in the enterprise by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law.

395. The conduct of the affairs of the enterprise of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law through the pattern of racketeering activity directly resulted in Hatfield's damages or played a substantial role in producing Hatfield's damages.

396. But for the conduct of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law, Hatfield would have represented at least the estate of Recinos, but also more likely than not the estate of Mejia.

397. The interest or control by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law in the enterprise injured Hatfield's former clients' property.

398. The interest or control by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law in the enterprise caused Hatfield's former clients to lose money.

399. The interest or control by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law in the enterprise played a substantial part in bringing about or actually causing Hatfield's former clients to lose a greater share of the estate proceeds.

400. Hatfield's former clients' loss was either a direct result or a reasonably probable consequence of the acts of McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law including the interest or control in the enterprise.

**Count Three — Civil Racketeering Influenced
Corrupt Organization Act, § 1962(c) Participation
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law**

401. The foregoing facts and statements are incorporated by reference.

402. Hatfield specifically claims that McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law participated in the enterprise through a pattern of racketeering activity.

403. Defendants McCoy, Ornelas, and Nunez & Associates are associated in fact through association, employment, and agency.

404. The Kherkher Defendants are associated in fact through incorporation, employment, and agency.

405. The Pirani Defendants are associated in fact through incorporation, employment, and agency.

406. All Defendants are associated in fact with each other through their contracts and their collaborative and coordinated efforts to advance their purpose and enterprise.

407. The Defendants' enterprise was engaged in, or the activities of the Defendants' enterprise affected, interstate or foreign commerce, at least between Arkansas, Texas, and Mexico.

408. Defendants were employed by or associated with the enterprise.

409. Defendants McCoy, Ornelas, and Nunez & Associates have at least minimal association with the enterprise.

410. Defendants McCoy, Ornelas, and Nunez & Associates know something about the enterprise's activities as they relate to the racketeering activity whether or not they are aware of all racketeering activities of each of the participants in the enterprise.

411. The Kherkher Defendants have at least minimal association with the enterprise.

412. The Kherkher Defendants know something about the enterprise's activities as they relate to the racketeering activity whether or not they are aware of all racketeering activities of each of the participants in the enterprise.

413. The Pirani Defendants have at least minimal association with the enterprise.

414. The Pirani Defendants know something about the enterprise's activities as they relate to the racketeering activity whether or not they are aware of all racketeering activities of each of the participants in the enterprise.

415. Defendants conducted or participated in the conduct of the enterprise's affairs.

416. Defendants McCoy, Ornelas, and Nunez & Associates participated in the operation or management of the enterprise itself in such a way, directly or indirectly, as to have played some part in directing the affairs of the enterprise.

417. Defendants McCoy's, Ornelas', and Nunez & Associates' association with or employment by the enterprise facilitated their commission of the racketeering acts.

418. Defendants McCoy's, Ornelas', and Nunez & Associates' commission of the predicate acts had some direct or indirect effect on the enterprise.

419. The Kherkher Defendants participated in the operation or management of the enterprise itself in such a way, directly or indirectly, as to have played some part in directing the affairs of the enterprise.

420. The Kherkher Defendants association with or employment by the enterprise facilitated their commission of the racketeering acts.

421. The Kherkher Defendants commission of the predicate acts had some direct or indirect effect on the enterprise.

422. The Pirani Defendants participated in the operation or management of the enterprise itself in such a way, directly or indirectly, as to have played some part in directing the affairs of the enterprise.

423. The Pirani Defendants association with or employment by the enterprise facilitated their commission of the racketeering acts.

424. The Pirani Defendants commission of the predicate acts had some direct or indirect effect on the enterprise.

425. Defendants McCoy, Ornelas, and Nunez & Associates participated in committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years.

426. Specifically, Defendants Ornelas and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate in their enterprise to fraudulently and unethically cause the termination of the Hatfield Contract in favor of Defendants' contracts.

427. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to illegally pose as attorneys to further the execution of contracts for legal representation.

428. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to illegally and unethically procure clients.

429. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or false promise that some or all survivors would be granted United States Citizenship in exchange for signing representation contracts.

430. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or unlawful promise to pay funeral expenses in exchange for signing representation contracts.

431. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with

the Kherkher Defendants or the Pirani Defendants to negotiate, arrange, and transmit payment of funeral expenses in exchange for signing representation contracts.

432. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with the Kherkher Defendants or the Pirani Defendants to interfere with the Hatfield's business expectancy.

433. Specifically, Defendants McCoy, Ornelas, and Nunez & Associates used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate in a calculated scheme designed to prey on vulnerable survivors, pay kickbacks to funeral homes, pay funeral expenses in exchange for representation, and apply pressure to potential clients on behalf of law firms including but not limited to the Kherkher Defendants and the Pirani Defendants.

434. The Kherkher Defendants participated in committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years.

435. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate in the enterprise to fraudulently and unethically cause the termination of the Hatfield Contract in favor of Defendants' contracts.

436. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to do what the Kherkher Defendants could not do directly: secure clients in violation of the Texas Penal Code, the Texas Rules of Professional Conduct, and the Arkansas Rules of Professional Conduct.

437. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or false promise that some or all survivors would be granted United States Citizenship in exchange for signing representation contracts.

438. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to transmit and receive unlawful engagement contracts procured through deception or unlawful promise to pay funeral expenses in exchange for signing representation contracts.

439. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to negotiate, arrange, and transmit payment of funeral expenses in exchange for signing representation contracts.

440. Specifically, the Kherkher Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Pirani Defendants to interfere with the Hatfield's business expectancy.

441. The Pirani Defendants participated in committing or aiding and abetting two or more predicate acts of Mail Fraud or Wire Fraud in the last ten years.

442. Specifically, the Pirani Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate in the enterprise to fraudulently and

unethically cause the termination of the Hatfield Contract in favor of Defendants' contract.

443. Specifically, the Pirani Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Kherkher Defendants to do what the Pirani Defendants could not do directly: secure clients in violation of the Arkansas Rules of Professional Conduct.

444. Specifically, the Pirani Defendants used interstate communication via wire or radio and interstate carriage of mail and parcels through the U.S. mails on two or more occasions in the last ten years to participate with McCoy, Ornelas, Nunez & Associates, or the Kherkher Defendants to interfere with the Hatfield's business expectancy.

445. The participation by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, or Pirani Law in the enterprise injured Hatfield's business.

446. The participation in the enterprise by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, or Pirani Law played a substantial part in bringing about or actually causing Hatfield to lose profits or money.

447. Hatfield's loss was either a direct result or a reasonably probable consequence of Defendants' acts, including these defendants' participation in the enterprise.

448. The participation by McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, or Pirani Law in the affairs of the enterprise through the pattern of racketeering activity directly resulted in Hatfield's damages or played a substantial role in producing Hatfield's damages.

449. But for Defendants' conduct, Hatfield would have represented at least the estate of Recinos, but also more likely than not the estate of Mejia.

450. Defendants' participation in the enterprise injured Hatfield's clients' property.

451. Defendants' participation in the enterprise caused Hatfield's clients to lose money.

452. Defendants' participation in the enterprise played a substantial part in bringing about or actually causing Hatfield's clients to lose a greater share of the estate proceeds.

453. Hatfield's clients' loss was either a direct result or a reasonably probable consequence of the Defendants' acts including Defendants' participation in the enterprise.

**Count Four — Civil Racketeering Influenced
Corrupt Organization Act, § 1962(d) Conspiracy to
Violate 18 U.S.C. § 1962(a)
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law**

454. The foregoing facts and statements are incorporated by reference.

455. Hatfield specifically claims that McCoy, Ornelas, Nunez & Associates, Kherkher, Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law conspired to violate 18 U.S.C. § 1962(a).

456. Defendants McCoy, Ornelas, and Nunez & Associates understood the nature or unlawful character of the conspiratorial plan.

457. The Kherkher Defendants understood the nature or unlawful character of the conspiratorial plan.

458. The Pirani Defendants understood the nature or unlawful character of the conspiratorial plan to maintain an illegal, unethical, and unlawfully procured engagement contract using case runners and an unlicensed Mexico-based firm, or plan to intentionally defeat and supplant Hatfield Contract with Vidal.

459. Defendants McCoy, Ornelas, and Nunez & Associates are associated in fact through association, employment, and agency, as demonstrated by the admissions in open court by Steve Kherkher, the business cards, and the Nunez contract **Exhibit 3**.

460. The Kherkher Defendants are associated in fact through incorporation, employment, and agency, as demonstrated by the repeated application for payment of attorneys' fees for Kherkher Garcia, Nunez Law Firm, and Pirani Law and to secure payment of legal fees even though Nunez Law Firm does not exist, and also because no person at Nunez & Associates actually performed any legal services.

461. The Pirani Defendants are associated in fact through incorporation, employment, and agency.

462. All Defendants are associated in fact with each other through their 20 plus contracts with all survivors using false and deceptive terminology and illegal and unethical inducements, together with their collaborative and coordinated efforts to advance their common purpose and enterprise throughout the probate court in Washington County and effort to defeat Hatfield's lien and rights.

463. Defendants McCoy, Ornelas, and Nunez & Associates agreed to join with the Kherkher Defendants to achieve the objectives of the conspiracy in the last ten years.

464. Defendants McCoy, Ornelas, and Nunez & Associates were aware of the existence and purpose of the enterprise, to wit: to invest all or part of the income from their pattern of racketeering activity to further the purposes of the enterprise as alleged in Count One.

465. The Kherkher Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Pirani Defendants to achieve the objectives of the conspiracy in the last ten years.

466. The Kherkher Defendants were aware of the existence and purpose of the enterprise, to wit: to invest all or part of the income from their pattern of racketeering activity to further the purposes of the enterprise as alleged in Count One.

467. The Pirani Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Kherkher Defendants to achieve the objectives of the conspiracy in the last ten years.

468. The Pirani Defendants were aware of the existence and purpose of the enterprise, to wit: to invest all or part of the income from their pattern of racketeering activity to further the purposes of the enterprise as alleged in Count One as demonstrated by the petition for payment of fees in the probate matters of both decedents.

469. Defendants agreed the enterprise would be conducted through a pattern of racketeering activity as alleged in Count One.

470. Defendants adopted the goal of furthering or facilitating the enterprise whether or not each of agreed to undertake all of the acts necessary for the enterprise as alleged in Count One.

**Count Five — Civil Racketeering Influenced
Corrupt Organization Act, § 1962(d) Conspiracy to
Violate 18 U.S.C. § 1962(b)
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Kherkher Garcia, Pirani, and Pirani Law**

471. The foregoing facts and statements are incorporated by reference.

472. Hatfield specifically claims that McCoy, Ornelas, Nunez & Associates, Kherkher, Kherkher Garcia, Pirani, and Pirani Law conspired to violate 18 U.S.C. § 1962(b).

473. Defendants McCoy, Ornelas, and Nunez & Associates understood the nature or unlawful character of the conspiratorial plan.

474. The Kherkher Defendants understood the nature or unlawful character of the conspiratorial plan.

475. The Pirani Defendants understood the nature or unlawful character of the conspiratorial plan.

476. Defendants McCoy, Ornelas, and Nunez & Associates are associated in fact through association, employment, and agency.

477. The Kherkher Defendants are associated in fact through incorporation, employment, and agency.

478. The Pirani Defendants are associated in fact through incorporation, employment, and agency.

479. All Defendants are associated in fact with each other through their contracts and their collaborative and coordinated efforts to advance their purpose and enterprise.

480. Defendants McCoy, Ornelas, and Nunez & Associates agreed to join with the Kherkher Defendants and the Pirani Defendants to achieve the objectives of the conspiracy in the last ten years.

481. Defendants McCoy, Ornelas, and Nunez & Associates were aware of the existence and purpose of the enterprise, to wit: to acquire or maintain an interest in or control of the enterprise through a pattern of racketeering activity as alleged in Count Two.

482. The Kherkher Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Pirani Defendants to achieve the objectives of the conspiracy in the last ten years.

483. The Kherkher Defendants were aware of the existence and purpose of the enterprise, to wit: to acquire or maintain an interest in or control of the enterprise through a pattern of racketeering activity as alleged in Count Two.

484. The Pirani Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Kherkher Defendants to achieve the objectives of the conspiracy in the last ten years.

485. The Pirani Defendants were aware of the existence and purpose of the enterprise, to wit: to acquire or maintain an interest in or control of the enterprise through a pattern of racketeering activity as alleged in Count Two.

486. Defendants agreed the enterprise would be conducted through a pattern of racketeering activity as alleged in Count Two.

487. Defendants adopted the goal of furthering or facilitating the enterprise whether or not each of agreed to undertake all of the acts necessary for the enterprise as alleged in Count Two.

**Count Six — Civil Racketeering Influenced Corrupt
Organization Act, § 1962(d) Conspiracy to Violate 18
U.S.C. § 1962(c)**

**against McCoy, Ornelas, Nunez & Associates, Kherkher,
Garcia, Haynes, Kherkher Garcia, Pirani, and Pirani Law**

488. The foregoing facts and statements are incorporated by reference.

489. Hatfield specifically claims that McCoy, Ornelas, Nunez & Associates, Kherkher, Kherkher Garcia, Pirani, and Pirani Law conspired to violate 18 U.S.C. § 1962(c).

490. Defendants McCoy, Ornelas, and Nunez & Associates understood the nature or unlawful character of the conspiratorial plan.

491. The Kherkher Defendants understood the nature or unlawful character of the conspiratorial plan.

492. The Pirani Defendants understood the nature or unlawful character of the conspiratorial plan.

493. Defendants McCoy, Ornelas, and Nunez & Associates are associated in fact through association, employment, and agency.

494. The Kherkher Defendants are associated in fact through incorporation, employment, and agency.

495. The Pirani Defendants are associated in fact through incorporation, employment, and agency.

496. All Defendants are associated in fact with each other through their contracts and their collaborative and coordinated efforts to advance their purpose and enterprise.

497. Defendants McCoy, Ornelas, and Nunez & Associates agreed to join with the Kherkher Defendants and the Pirani Defendants to achieve the objectives of the conspiracy in the last ten years.

498. Defendants McCoy, Ornelas, and Nunez & Associates were aware of the existence and purpose of the enterprise, to wit: to participate in the enterprise through a pattern of racketeering activity as alleged in Count Three.

499. The Kherkher Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Pirani Defendants to achieve the objectives of the conspiracy in the last ten years.

500. The Kherkher Defendants were aware of the existence and purpose of the enterprise, to wit: to participate in the enterprise through a pattern of racketeering activity as alleged in Count Three.

501. The Pirani Defendants agreed to join with Defendants McCoy, Ornelas, Nunez & Associates, and the Kherkher Defendants to achieve the objectives of the conspiracy in the last ten years.

502. The Pirani Defendants were aware of the existence and purpose of the enterprise, to wit: to participate in the enterprise through a pattern of racketeering activity as alleged in Count Three.

503. Defendants agreed the enterprise would be conducted through a pattern of racketeering activity as alleged in Count Three.

504. Defendants adopted the goal of furthering or facilitating the enterprise whether or not each of agreed to undertake all of the acts necessary for the enterprise as alleged in Count Three.

**Count Seven — Intentional Interference with
Plaintiff's Contract for the Representation of the
Estate of Recinos by Laura and Ever Noe
against Ornelas, Nunez & Associates, Kherkher, Garcia,
Kherkher Garcia, and Mancía**

505. The foregoing facts and statements are incorporated by reference.

506. Hatfield had a valid contractual relationship for representation of the Estate of Recinos, as authorized by signatures by surviving adult heirs Laura and Ever Noe.

507. The Hatfield Contract is not contingent on any condition precedent.

508. The Hatfield Contract is a fully executed and binding contract for legal services containing a valid attorney's lien under Ark. Code Ann. § 16-22-304(a)(1) which left compensation to be calculated based upon an agreed-upon and defined formula.

509. The Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancía had knowledge of Hatfield's valid contractual relationship for representation of the Estate of Recinos through their receipt of multiple notices of Hatfield's attorneys' lien, including phone calls, emails, and mail delivered by the U.S. Postal Service.

510. The Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancía had actual knowledge of Hatfield's valid contractual relationship for representation of the Estate of Recinos from at least Hatfield's clients Laura and Ever Noe.

511. The knowledge by the Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancía of Hatfield's valid contractual relationship for representation of the Estate of Recinos is further evidenced by Kherkher's response to stand down from "our clients."

512. The intentional and improper interference by the Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancía induced or caused a disruption or termination of Hatfield's contractual relationship for representation of the Estate of Recinos, as authorized by signatures of surviving adult heirs Laura and Ever Noe.

513. The actions by the Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancia to interfere with and terminate Hatfield's valid attorney's lien caused Hatfield substantial damages in an amount to be determined at trial.

514. The disruption or termination by the Kherkher Defendants, McCoy, Ornelas, Nunez & Associates, and Mancia of Hatfield's valid contractual relationship for representation of Laura and Ever Noe regarding the Estate of Recinos was a proximate cause of Hatfield's damages.

**Count Eight — Intentional Interference with
Plaintiff's Contract for the Representation of the
Estate of Recinos by Vidal
against Kherkher Garcia**

515. The foregoing facts and statements are incorporated by reference.

516. Hatfield had a valid contractual relationship for representation of the Estate of Recinos, as authorized by signatures of surviving adult heir Vidal.

517. The Hatfield Contract is not contingent on any condition precedent.

518. The Hatfield Contract is a fully executed and binding contract for legal services containing a valid attorney's lien under Ark. Code Ann. § 16-22-304(a)(1) which left compensation to be calculated based upon an agreed-upon and defined formula.

519. The Kherkher Defendants, Pirani Defendants, and Nunez & Associates had knowledge of Hatfield's valid contractual relationship for representation of the Estate of Recinos through their receipt of multiple notices of Hatfield's attorneys' lien, including phone calls, emails, and mail delivered by the U.S. Postal Service.

520. The Kherkher Defendants, Pirani Defendants, and Nunez & Associates had actual knowledge of Hatfield's valid contractual relationship for representation of the Estate of Recinos from at least Hatfield's clients Laura and Ever Noe.

521. The knowledge by Kherkher Defendants, Pirani Defendants, and Nunez & Associates of Hatfield's valid contractual relationship for representation of the Estate of Recinos is further evidenced by Kherkher's response to stand down from "our clients."

522. The intentional and improper interference by Kherkher Defendants, Pirani Defendants, and Nunez & Associates induced or caused a disruption or termination of Hatfield's contractual relationship for representation of the Estate of Recinos, as authorized by signatures of the surviving adult heir Vidal.

523. The Kherkher Defendants directly contacted Vidal to solicit him for representation on behalf of themselves, the Pirani Defendants, and Nunez & Associates, despite having actual notice and knowledge Vidal was still represented by Hatfield pursuant to the Hatfield Contract, in direct violation of Ark. R. Prof. Cond. 4.2. The Kherkher Defendants were ethically prohibited from contacting or communicating with Vidal.

524. The Pirani Defendants and Nunez & Associates ratified the actions of the Kherkher Defendants by their signatures to the June 3, 2021 Power of Attorney and Contingent Fee Contract purporting to establish representation of Hatfield's client, Vidal. **Exhibit 4.**

525. The June 3, 2021 Power of Attorney and Contingent Fee Contract memorializes the intentional interference with the Hatfield Contract by Defendants Nunez & Associates, Kherkher, Kherkher Garcia, Pirani, and Pirani Law.

526. The actions by Kherkher Defendants, Pirani Defendants, and Nunez & Associates to interfere with and terminate Hatfield's valid attorney's lien caused Hatfield substantial damages in an amount to be determined at trial.

527. The disruption or termination by Kherkher Defendants, Pirani Defendants, and Nunez & Associates of Hatfield's valid contractual relationship for representation of the Estate of Recinos was a proximate cause of Hatfield's damages.

**Count Nine — Intentional Interference with Business
Expectancy for the Legal Representation of the
Estate of Mejia
against McCoy, Ornelas, Nunez & Associates, Kherkher,
and Kherkher Garcia**

528. The foregoing facts and statements are incorporated by reference.

529. Hatfield had a valid business expectancy for the legal representation of the Estate of Mejia.

530. Defendants McCoy, Ornelas, Nunez & Associates, Kherkher, and Kherkher Garcia had knowledge of Hatfield's valid business expectancy for the legal representation of the Estate of Mejia.

531. The intentional and improper interference of Defendants McCoy, Ornelas, Nunez & Associates, Kherkher, and Kherkher Garcia induced or caused a disruption or termination of Hatfield's business expectancy for the legal representation of the Estate of Mejia.

532. Defendants McCoy's, Ornelas', Nunez & Associates', Kherkher's, and Kherkher Garcia's actions to interfere with and terminate Hatfield's valid business expectancy caused Hatfield substantial damages in an amount to be determined at trial.

533. Defendants McCoy's, Ornelas', Nunez & Associates', Kherkher's, and Kherkher Garcia's disruption or termination of Hatfield's valid business expectancy for the legal representation of the Estate of Mejia was a proximate cause of Hatfield's damages.

**Count Ten — Fraud
against Kherkher, Garcia, Haynes, Kherkher Garcia,
Pirani, and Pirani Law**

534. The foregoing facts and statements are incorporated by reference.

535. The Kherkher Defendants and Pirani Defendants made false statements of material facts to Hatfield, including the validity of the exclusive representation of the estates and the timing of The Kherkher Defendants' and Pirani Defendants' contracts with the estates, as set out more fully above.

536. The Kherkher Defendants made material misrepresentations of fact to Hatfield concerning Laura's desire to terminate Hatfield's representation.

537. The Kherkher Defendants made material misrepresentations of fact to Hatfield concerning Ever Noe's desire to terminate Hatfield's representation.

538. The Kherkher Defendants made material misrepresentations of fact to Hatfield concerning the November 25, 2020 Attorney Employment Contract, including how it was solicited.

539. The Pirani Defendants made material misrepresentations of material facts concerning the June 3, 2021 Power of Attorney and Contingent Fee Contract, including how it was solicited.

540. The Pirani Defendants were agents of the Kherkher Defendants in the negotiation of the June 3, 2021 Power of Attorney and Contingent Fee Contract. Statements and actions of the Pirani Defendants are attributable to the Kherkher Defendants.

541. The Kherkher Defendants and Pirani Defendants either knew or believed that the representations were false.

542. The Kherkher Defendants and Pirani Defendants intended to induce Hatfield to refrain from acting in reliance upon the misrepresentations.

543. The Pirani Defendants set forth many pleadings, witnesses, and oral representations in arguing against Hatfield's position. The reasoning, rationale, and justification for such positions were not rooted in fact. Rather, and as of May 30, 2023, Pirani admitted under oath that he communicated with Judge Martin to correct the false statements previously offered in requesting that no fees be awarded to Nunez Law Firm, which is a fictional entity and for which no person performed any legal work on these two estates. Hatfield incorporates by reference the foregoing paragraphs establishing Pirani's false statements herein.

544. Hatfield justifiably relied on the misrepresentations of the Kherkher Defendants and Pirani Defendants in refraining from acting and as a result sustained damage.

545. The Kherkher Defendants' and Pirani Defendants' fraudulent actions proximately caused Hatfield to sustain substantial damages in an amount determined at trial.

546. The Kherkher Defendants' and Pirani Defendants' actions to interfere with and terminate the Hatfield Contract proximately caused Hatfield to sustain substantial damages in an amount determined at trial.

547. The Kherkher Defendants' and Pirani Defendants' actions to interfere with and terminate Hatfield's valid business expectancy proximately caused Hatfield to sustain substantial damages in an amount to be determined at trial.

**Count Eleven — Civil Conspiracy
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Kherkher Garcia, Pirani, Pirani Law, and Mancía**

548. The foregoing facts and statements are incorporated by reference.

549. Defendants knowingly entered into a conspiracy.

550. Hatfield has alleged all of the elements necessary to obtain a verdict against defendants on the underlying claim of Deceptive Trade Practices as fully set forth above.

551. Hatfield has alleged all of the elements necessary to obtain a verdict against defendants on the underlying claim of Intentional Interference with the Hatfield Contract as fully set forth above.

552. Hatfield has alleged all of the elements necessary to obtain a verdict against defendants on the underlying claim of Intentional Interference with Business Expectancy for the Legal Representation of the Estate Mejia as fully set forth above.

553. Hatfield has alleged all of the elements necessary to obtain a verdict against defendants on the underlying claim of fraud as fully set forth above.

554. Defendants and co-conspirators committed one or more overt acts in furtherance of their conspiracy as fully set forth above.

555. Defendants' conspiracy proximately caused damages to Hatfield in an amount to be determined at trial.

**Count Twelve — Punitive Damages
against McCoy, Ornelas, Nunez & Associates, Kherkher,
Garcia, Haynes, Kherkher Garcia, Pirani, Pirani Law,
and Mancía**

556. The foregoing facts and statements are incorporated by reference.

557. Defendants knew or ought to have known, in the light of the surrounding circumstances, that their conduct would naturally and probably result in damage, and they continued such conduct with malice or in reckless disregard of the consequences from which malice may be inferred.

558. Defendants intentionally pursued a course of conduct for the purpose of causing damage.

559. Hatfield is entitled to punitive damages in an amount to be determined at trial.

**Count Thirteen — Declarative Relief Voiding
the purported November 25, 2020
Attorney Employment Contract
against Nunez & Associates**

560. The foregoing facts and statements are incorporated by reference.

561. Fraud vitiates everything it touches. *Henry v. Mitchell*, 2013 Ark. 246, at 8, 428 S.W.3d 454, 460.

562. The public policy of Arkansas prohibits attorneys from soliciting potential litigants in person unless the person is an attorney, close relative, or has a previous professional relationship with the lawyer. Ark. R. Prof. Cond. 7.3(a).

563. Solicitation of potential clients is permitted in writing, so long as all such writings comply with the provisions of Ark. R. Prof. Cond. 7.3(b).

564. However, the public policy of Arkansas prohibits attorneys from soliciting potential litigants by written communications in wrongful death claims for 30 days after the event giving rise to such claim. Ark. R. Prof. Cond. 7.3(c).

565. Here, had the potential representatives of the Estate of Recinos been unrepresented, which they were not, solicitation would only have been proper by a written communication complying with Ark. R. Prof. Cond. 7.3 sent not earlier than December 23, 2020.

566. On the other hand, the public policy of Arkansas prohibits attorneys from any solicitation whatsoever if the subject of the solicitation is known to the lawyer to be represented in connection with the matter concerning the solicitation by counsel. Ark. R. Prof. Cond. 7.3(e)(3).

567. The public policy of Arkansas prohibits attorneys from violating or attempting to violate the rules of professional conduct, knowingly assisting or inducing another to do so, or doing so through the acts of another. Ark. R. Prof. Cond. 8.4(a).

568. Nunez & Associates is not a law firm authorized to practice law in Arkansas.

569. Nunez Law Firm is a fictional entity.

570. Nunez & Associates is run by a non-attorney.

571. No person at Nunez & Associates offers any legal services or gives any legal advice.

572. The Kherkher Defendants knew at all times Nunez & Associates is not a law firm authorized to practice law in Arkansas.

573. Nevertheless, the Kherkher Defendants authorized Nunez & Associates to be their agents, make representations on their behalf, and provide the Kherkher Defendants with as many as six different ongoing current contracts. Ornelas testified working with Kherkher for nearly a decade.

574. Nunez & Associates falsely and fraudulently represented itself as a law firm to the potential representatives of the Mejia and Recinos estates.

575. Nunez & Associates did not disclose to the potential representatives of the Mejia and Recinos estates that Kherkher Defendants was going to work as their attorneys, rather the contracts were returned to Alfredo Nunez for countersignature having Section 5 left blank.

576. Nunez & Associates falsely and unethically represented to the potential representatives of the Mejia and Recinos estates that it was authorized to pay the funeral expenses of Mejia and Recinos if the survivors signed the documents provided by Nunez & Associates, which was an illegal contract.

577. Nunez & Associates falsely and unethically represented to the potential representatives of the Mejia and Recinos estates that all family members would receive U.S. Citizenship if the survivors signed the documents provided by Nunez & Associates by the non-attorney case runners McCoy and Ornelas.

578. The November 25, 2020 Attorney Employment Contract as signed by some representatives—but not all— did not identify any specific allocation of responsibility or fees, and it misleadingly identified NUNEZ LAW FIRM. Such entity is a fiction. And there are no attorneys providing any services whatsoever at Nunez & Associates, either, according to Alfredo Nunez's testimony.

579. Plaintiff seeks an order declaring any contract for legal representation as between Defendant Nunez & Associates and the representatives of the Estate of Recinos was obtained and procured by fraud, misdirection, false use of NUNEZ LAW FIRM, and by non-attorneys who have no supervision from any attorney.

580. Plaintiff seeks an order declaring any contract for representation as between Defendant Nunez & Associates and the Estate of Recinos is null and void as against public policy.

581. Plaintiff seeks an order declaring the Hatfield Contract to be the only lawful contract for legal representation on which the wrongful death case brought on behalf of

the Estate of Recinos against J.B. Hunt Transport, Inc. and Keondrick Banks, and that the Hatfield Contract takes priority over all other contracts for representation.

582. Plaintiff seeks an order declaring any contract for representation between Defendants Kherkher, Kherkher Garcia, Nunez & Associates and the Estate of Mejia was likewise obtained by fraud.

583. Plaintiff seeks an order declaring any contract for representation between Defendants Kherkher, Kherkher Garcia, Nunez & Associates and the Estate of Mejia is null and void as against public policy.

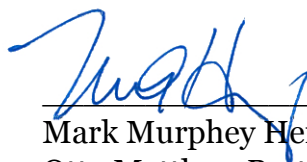
584. Plaintiff seeks an order declaring the Hatfield Contract to be the only lawful contract for legal representation on which the wrongful death case brought on behalf of the Estate of Mejia against J.B. Hunt Transport, Inc. and Keondrick Banks, and that the Hatfield Contract takes priority over all other contracts for representation.

585. Plaintiff seeks an order disgorging all proceeds derived by Defendants Kherkher, Garcia, Haynes, Kherkher Garcia, Nunez & Associates as a result of their criminal, unethical, and fraudulent conduct.

WHEREFORE, Jason M. Hatfield, P.A. seeks the following relief:

- (1) damages on all counts in an amount to be determined at trial;
- (2) trebling thereof for Counts One, Two, Three, Four, Five, and Six pursuant to 18 U.S.C. § 1964(c);
- (3) punitive damages for the intentional torts asserted in Counts Seven, Eight, Nine, Ten, Eleven, and Twelve;
- (4) costs and attorney's fees of the action awardable pursuant to 18 U.S.C. § 1964(c); and
- (5) all other relief to which he is entitled.

JASON M. HATFIELD, P.A.



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