

[REDACTED]

From: "Jason Singleton" <lawgroup@sbcglobal.net>
To: [REDACTED]
Sent: Wednesday, March 31, 2004 9:36 AM
Subject: Re: Ex-parte application to delay determination of fee motion pending motion to strike or other judicial relief

I have recieved your ex parte application. Please advise when same was filed.

As I previously explained, your application, and any eventual motion, will be vigorously opposed. I am preparing same now. Your application is utterly without merit.

Your representation has the potential to effect your client's solvency. Mr. Collins and I are inclined, in that eventually, to propose to accept [REDACTED] assignment of his malpractice claim against you in partial or complete satisfaction of the anticipated fee award. This is not a formal offer at this point, but intended to open negotiations with [REDACTED] on the subject. Please forward this message to him.

I have also not received the \$4,000.00 settlement payment, or any interpleader filing. Consequently, I will soon begin the process of obtaining a judgment and collecting upon it. You have chosen to embark on a journey for [REDACTED] with potential exposure to liability as great as the initial lawsuit itself. I have tried to ignore your aberrant litigation style as much as possible to bring this matter to a conclusion, investing as little time as possible into such matters. However, you now have my undivided attention.

From: "Jason Singleton" <lawgroup@sbcglobal.net>
To: [REDACTED]
Sent: Wednesday, March 31, 2004 2:38 PM
Subject: Re: Ex-parte application to delay determination of fee motion pending motion to strike or other judicial relief

It is not my obligation to tell you why your proposed interpleader is legally deficient. It is your obligation to make sure it is valid before you file it. If you file it, we will respond. I believe it is seriously flawed, and exposes your client to significant liability.

Please advise when you have explained to [REDACTED] our proposed intention to negotiate a reduction or satisfaction of his fee liability in exchange for assignment of his malpractice claim against your firm, and his response.

[REDACTED]

From: "Jason Singleton" <lawgroup@sbcglobal.net>
To: [REDACTED]
Sent: Tuesday, September 21, 2004 10:08 AM
Subject: [REDACTED]

Dear David,

Please advise when we might be expecting to receive payment of the interpled settlement consideration, as well as the attorneys fees and costs awarded by the court.

As you are well aware, attorneys fees are recoverable for efforts made by counsel to collect a civil right judgment. If it is necessary for my office to begin collection procedures, a supplemental fee petition will be presented to the court.

Plaintiff's previous attempt to negotiate a reduction of the fee award in exchange for assignment of [REDACTED] malpractice claim to Mr. Collins is no longer an option. It was never a formal offer, and if you considered it so, it is now revoked.

I look forward to hearing from you.

Jason.