

IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

WHITNEY TIPTON,

*Plaintiff,*

v.

JENAI TYGHTER,

*Defendant.*

Civil Action No.: 24EV007568

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PLAINTIFF'S MOTION CONTESTING  
DASPIT LAW FIRM'S ATTORNEY'S LIEN  
AND REQUEST FOR AN EVIDENTIARY HEARING

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COMES NOW Plaintiff Whitney Tipton ("Plaintiff") and files this *Motion Contesting Daspit Law Firm's Attorney's Lien and Request for an Evidentiary Hearing*, and shows the Court as follows:

**RELEVANT FACT SUMMARY**

This lawsuit arises from a July 7, 2023, car wreck in which Plaintiff suffered injuries and incurred medical bills totaling \$39,596.24 as a result of Defendant Tyghter's negligence. Plaintiff retained Daspit Law Firm on December 8, 2023.<sup>1</sup> *See* Notice of Attorney's Lien Pursuant to O.C.G.A §15-19-14 ("the Attorney's Lien") ¶ 1 attached here as Exhibit A. Ms. Lydia Camp, an attorney at Daspit Law, represented Ms. Tipton from December 8, 2023, until September 16, 2024.<sup>2</sup> *See* Exhibit A ¶ 5. Ms. Tipton retained Tobin Injury Law September 17, 2024, and on September 18, 2024, Ms. Camp

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<sup>1</sup> Plaintiff initially retained Robert James Trial Attorneys after the collision, but terminated their services December 6, 2024.

<sup>2</sup> Daspit Law appears to be a Texas based personal injury law firm, and Ms. Camp appears to be the only, or one of the very few, attorneys at the firm who are licensed to practice law in Georgia.

served the Attorney's Lien claiming, "\$21,409.89 for its pre-suit and post-suit legal work performed...and 40% of any recovery obtained by Plaintiff's counsel". See Exhibit A ¶ 8.

Ms. Camp's Attorney's Lien asserts that Daspit Law, "initially investigated Whitney Tipton's case, drafted Letters of Representations, Demand Letters [sic], negotiated a possible settlement, developed a theory of the case, drafted and filed the complaint, propounded and drafted discovery. Daspit Law Firm PLLC incurred \$1,409.89 in expenses for its pre-suit and post-suit legal work in the above-styled matter." See Exhibit A ¶ 7.

As a result of the work described in paragraph seven of the Attorney's Lien, Daspit Law secured an offer from the liability insurance carrier on July 29, 2024, in the amount of \$4,607.00 to settle Ms. Tipton's case, seven months after Daspit Law began representing Ms. Tipton. See Exhibit A ¶ 4. After reviewing the Attorney's Lien, Plaintiff's counsel at Tobin Injury Law emailed Ms. Camp on September 18, 2024, explaining that we would honor and pay Daspit Law's claimed case expenses of \$1,409.89 plus \$1,612.45 (35% of the \$4,607.00 offer Daspit Law secured on Ms. Tipton's behalf) for a total of \$3,022.34. See Plaintiff's Counsel's September 18, 2025 Email Exchange P.8 (the "Email Exchange") attached here as Exhibit B.

Ms. Camp rejected Tobin Injury Law's offer on October 1, 2024, citing to the case, "*Culpepper v. Culpepper*, 208 Ga. App 136 (1993)" which, upon review, is not a recorded case in Georgia's jurisprudence.<sup>3</sup> See Exhibit B PP. 8-9. To her credit, Ms. Camp explained that she was willing to negotiate the amount demanded in Daspit Law's attorney's lien once Ms. Tipton's case was finalized. See Exhibit B PP. 8-9. Tobin Law

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<sup>3</sup> There is a case titled *Culpepper v. Culpepper* reported at 240 Ga. 600, but it is a family law case from 1978, and is not a case applicable to Georgia attorney's lien law.

made offers to resolve the Attorney's Lien on September 18, 2024, August 8, 2025, and August 12, 2025. *See* Exhibit B PP. 3, 7-8. To date, Tobin Law has not received a counter offer in response to its offers to resolve the attorney's lien for a total of \$3,022.34.

Plaintiff's counsel explained our concerns regarding the Attorney's Lien to Daspit Law and Ms. Camp in an August 8, 2025 email. *See* Exhibit B PP. 5-7. Those concerns are summarized below:

Ms. Camp filed Plaintiff's lawsuit on August 26, 2024, and 21 days later, Plaintiff terminated Daspit Law. In the *three weeks* after the Complaint case was filed:

1. Daspit Law and Ms. Camp did not obtain a file stamped summons issued to the Defendant;
2. Daspit Law and Ms. Camp did not obtain a file stamped summons issued to the underinsured motorist ("UIM") insurance carrier;
3. Daspit Law and Ms. Camp did not send discovery to the Defendant;<sup>4</sup>
4. Daspit Law and Ms. Camp did not send discovery to the UIM insurance carrier;
5. Daspit Law and Ms. Camp did not retain a process server to serve the Defendant;
6. Daspit Law and Ms. Camp did not retain a process server to serve the UIM insurance carrier; and,
7. Daspit Law and Ms. Camp filed a Complaint that contained many typographical and grammatical errors that would have prejudiced Ms. Tipton in the event that a jury saw her Complaint at trial.

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<sup>4</sup> Plaintiff's counsel understands that the Attorney's Lien asserts that Daspit Law propounded and drafted discovery, but Plaintiff's file from Daspit Law did not contain any discovery, and Defendant's counsel did not receive any discovery.

Ms. Camp outlined Daspit Law's work in an August 11, 2025 email stating that Daspit Law (1) sent letters of representation, (2) assisted with Ms. Tipton's worker's compensation claim,<sup>5</sup> (3) secured a pre-settlement loan, (4) reviewed prior counsel's file, (5) obtained certified medical records, (6) maintained regular communication with Ms. Tipton,<sup>6</sup> (7) prepared and sent a pre-suit demand and negotiated a pre-suit offer, and (8) drafted and filed the lawsuit August 26, 2024. *See* Exhibit B PP. 3-4.

After our law firm amended Ms. Tipton's Complaint, retained process servers to serve the Defendant and the UIM insurance carrier, drafted and propounded discovery requests to both the Defendant and the UIM Insurance Carrier, and filed a Notice of Deposition to the Defendant, our law firm secured the liability carrier's policy limits of \$25,000.00 on March 31, 2025. Out of the \$75,000.00 policy limits remaining from the UIM insurance carrier, Tobin Law secured \$66,250.00 from the UIM Insurance carrier on September 7, 2025, for a total settlement of \$91,250.00.

### **LEGAL AUTHORITY**

Attorneys are permitted to preserve an alleged claim for money in a tort action for monetary damages under a charging lien and the validity and enforceability of said lien is for a trial court to decide; a trial court's decision is reviewed under the plain legal error standard with evidence construed in the light most favorable to support the court's judgment. O.C.G.A § 15-19-14(b); *Tolson v. Sistrunk*, 332 Ga.App. 324, 329 (2015).

When a client retains an attorney under a contingency fee contract, and the client prevents the contingency from occurring, the attorney is entitled to reasonable attorney's

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<sup>5</sup> Ms. Tipton does not have a worker's compensation claim, but she had short term disability insurance that paid for some medical treatment and lost wages.

<sup>6</sup> Ms. Tipton strongly disputes this statement, as a lack of communication was one of the primary reasons that Ms. Tipton terminated Daspit Law.

fees under quantum merit, or “as much as was earned”, and while the attorney’s lien statute safeguards the right to a fee, it does not determine the amount. *Greer, Klosik and Daugherty v. Yetman*, 269 Ga. 271 (1998); *Bearden v. Lane*, 107 Ga. App. 424 (1963). In *Tolson*, the Georgia Court of Appeals described quantum meruit as, “the reasonable value of the services rendered to the client” before the attorney was discharged. 332 Ga.App. at 333.

### ANALYSIS

Plaintiff does not dispute the validity of Daspit Law’s lien; however, Plaintiff does dispute the attempt by Daspit Law to recover \$21,409.89 plus 40% of any recovery because that does not accurately reflect the reasonable value of services rendered to Ms. Tipton in the ten months Daspit Law and Ms. Camp represented her. *See* Exhibit A ¶ 8; Exhibit B PP. 5-7; *Tolson*, 332 Ga.App. at 333. Ms. Tipton terminated Daspit Law due to a lack of communication and progress on her case that created distrust and doubts as to the quality and expertise of her representation. When Ms. Tipton retained our law firm, we reviewed Daspit Law’ case file. It was clear that Ms. Tipton’s case was mishandled from the outset, and that Daspit Law’s lien for \$21,409.89 plus 40% of any recovery obtained was not just a gross overestimation of what was earned by Daspit Law, but in fact embarrassing. *See* Exhibit B PP. 5-7.

Paragraph seven of Daspit Law’s lien outlines the work Daspit Law believes reflects a value of \$21,409.89 plus 40% of any recovery, however, there are very few documents in Ms. Tipton’s file from Daspit Law, or in the record of her lawsuit, that prove the work occurred.

If discovery was ever drafted, which we believe it was not, it was not propounded.

If a demand letter was sent, it was never produced (despite Daspit Law's ethical duty to transfer Plaintiff's entire case file to Tobin Law).

The Complaint that was filed was poorly drafted, and the pre-suit offer that was purportedly negotiated amounted to \$4,607.00 for a client whose medical bills were nearly \$40,000.00. Exhibit A ¶¶ 4, 7.

Finally, Daspit Law has refused to provide an itemization to substantiate the sum of \$1,409.89 in claimed expenses despite our repeated requests on September 18, 2024, August 8, 2025, and August 12, 2025. Exhibit B PP. 3, 7-8. By all accounts, the reasonable value of the services rendered to Ms. Tipton in the eight months before the shoddily drafted lawsuit was filed is reflected in the liability insurance carrier's offer of \$4,607.00. Honestly, I am embarrassed for Daspit Law.

Daspit Law's post-suit work appears to be entirely non-existent. After filing the lawsuit on August 26, 2024, nothing else was done to move the lawsuit forward. *See* Exhibit B PP. 5-7. Daspit Law did not even attempt to serve the lawsuit on the Defendant, so the insurance company never would have been required to file an answer for as long as the lawsuit lay dormant. *See* Exhibit B PP. 5-7. Daspit Law filed a Complaint that, while technically preserving Ms. Tipton's legal claim, was poorly drafted and organized to the point of prejudicing Ms. Tipton's case. *See* Exhibit B PP. 5-7. Daspit Law's lien claims that its employees "drafted and propounded" discovery documents after filing a lawsuit, but our office has been unable to locate any discovery documents that were sent to the Defendant, much less the UIM insurance carrier. *See* Exhibit A ¶ 7. Daspit Law's post-suit work did not move Plaintiff's case forward and did not increase the value of Daspit Law's services to Ms. Tipton. We had to file an

Amended Complaint that was drafted from scratch. Our Amended Complaint is attached here as Exhibit C, please compare it to the Complaint that was filed by Daspit Law and Ms. Camp attached here as Exhibit D.

**PRAYER FOR RELIEF**

For all these reasons and more which Plaintiff's counsel would like to present to the Court, Plaintiff respectfully objects to the Attorney's Lien and moves this Honorable Court to schedule an evidentiary hearing at the next available date to determine the amount due to Daspit Law.

Respectfully submitted, this 26th day of September 2025.

TOBIN INJURY LAW

BY: /s/ Darren M. Tobin

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**ATTORNEYS FOR PLAINTIFF**

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**CERTIFICATE OF SERVICE**

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I hereby certify that the foregoing was served on all parties via Odyssey EFileGA and statutory electronic service addressed to the following attorneys of record:

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Respectfully submitted, this 26th day of September 2025.

TOBIN INJURY LAW

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