

24-

DOC # 0720742
04/02/2008 01:27 PM Deputy: GB

OFFICIAL RECORD

Requested By:
GRENADIER, ANDERSON, SIMPSON

Assessor's Parcel Number: 1319-30-310-018
1319-30-310-019
1319-30-310-023
1319-30-310-024

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 13 Fee: 26.00
BK-0408 PG- 584 RPTT: 0.00

Recording Requested By:

Ruth Katz Esq.

Name: Grenadier, Anderson, Starace & Durrett

Address: 649 S. Washington St.

City/State/Zip Alexandria VA 22314

Real Property Transfer Tax: N/A



Notice of Attorney's Fees Lien
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

FILED
COURT SERVICES
MM
07 NOV -7 AM 9:21

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

Lynette Thompson Fadness

Plaintiff

v.

Chancery No. 188973

Jeffrey Michael Fadness

Defendant

NOTICE OF ATTORNEY'S FEES LIEN

TO: Lynette Thompson Fadness, Plaintiff 10003 Springlike
Terrace
Fairfax, Virginia 22030

Jeffrey Michael Fadness, Defendant 13104 Cedar Ridge
Drive
Clifton, Virginia 20125

David McClure
Bredimus & McClure, P.C.
602 S. King Street
#200
Leesburg, VA 20175

002247¹



Claire E. Shamblin, Esq. (Commissioner of Sale) Valerie E. Hughes,
Esq. (Commissioner of Sale) 10521 Judicial Drive
Suite 110
Fairfax, VA 22030

Mark Bodner, Esq. (Commissioner of Sale)
3925 University Drive
Fairfax, VA 22030

Robert Shearer, Esq.
10603 Judicial Drive, Suite 200
Fairfax, Virginia 22030

YOU ARE HEREBY NOTIFIED that pursuant to section 54.1-3932 of the 1950 Code of Virginia, as amended, the law firm of GRENADIER, ANDERSON, SIMPSON, STARACE & DUFFETT, has a lien for attorney's fees incurred by JEFFREY FADNESS ("Defendant") in the above-styled matter as of October 29th, 2007, for One Hundred Fifty-Nine Thousand Six Hundred and Eighteen Dollars and Eighty-nine cents (\$159,618.89) plus interest and fees as permitted by law and/or by the attached Retainer Agreement. This lien extends to any and all assets, payments or property arising out of the settlement or adjustment of the cause of action for divorce filed by Plaintiff in Chancery No. 188973. This lien is placed on all property or payments due to Defendant as a result of the divorce proceedings, including, but not limited to, his interest as tenant by the entirety (prior to divorce) and as tenant in common (after divorce) of the real property described below, his share of the proceeds of the sale of any marital property, including, but not limited to his share of equity in said property pursuant to a transfer of the property from him to Lynette Fadness per Court Order (see attached Order pertaining to the real property located at 7468 Cabin Cover Road, Sherwood); as well as any payments or distributions due to him from any source, and any other property subject to adjudication in the divorce proceeding,



including buy not limited to the following:

1. The Court Ordered Escrowed Funds from the attached Court order regarding the sale of the 7468 Cabin Cover Road, Sherwood, Maryland.

2. Certain real property located at 1619 Needle Peak Road, Lake Tahoe, Nevada (also known as Lot 5, parcel #1319-30-310-018), and being also described as follows:

Beginning at point which bears North 37°02' 15" West 8.68 feet from the Northwest corner of said Lot 5;

Thence North 65°47'00" East 79.95 feet;

Thence South 36°25'47" East 68.21 feet;

Thence South 68°35'44" West 85.46 feet;

Thence along a curve concave to the Northeast with a radius of 396.50 feet a central angle of 04°21'31" and an arc length of 30.16 feet, the chord of said curve bears North 31°08'34" West 30.16 feet;

Thence along a curve concave to the Southwest with a radius of 203.50 feet, a central angle of 09°17'47", and an arc length of 33.02 feet, the chord of said curve bears North 33°36'42" West 32.98 feet to the Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain document recorded December 6, 2002 as Document No. 559964.

3. Certain real property located at 1615 Needle Peak Road, Lake Tahoe, Nevada (also known as Lot 6, parcel # 1319-30=310-019), and being also described as follows:

Beginning at a point which bears North 33°22'24" West 0.71 feet from the Northwest corner of said Lot 6;
Thence North 68°35'4" East 85.46 feet;
Thence South 36°25'47" East 7.02 feet;
Thence South 16°30'25" East 60.14 feet;
Thence South 70°06'15" West 78.39 feet;
Thence along a curve concave to the Northeast with a radius of 196.64 feet, a central angle of 03°21' 12", and an arc length of 11.51 feet, the chord of said curve bears North 10°46'07" West 11.51 feet;
Thence along a curve concave to the southwest with a radius of 161.50 feet, a Central angle of 16°02'51", and an arc length of 45.23 feet, the chord of said curve bears North 26°32'39" West 45.09 feet;
Thence along a curve concave to the Northeast with a radius of 396.50 feet, a central angle of 01°14'45", and an arc length of 8.62 feet, the chord of said curve bears North 33°56'42" West 8.62 feet to the Point of Beginning.
The above metes and bounds description appeared previously in that certain document recorded December 6, 2002 as Document No. 559964 of Official Records.

4. Certain real property located at 1634 Needle Peak Road, Lake Tahoe, Nevada (also known as Lot 10, parcel # 1319-30-310-023), and being also described as follows:

Beginning at a point which bears South 06°30'07" East 10.00 feet from the Northwest corner of said Lot 10;
Thence North 83°29'53" East 67.43 feet;
Thence along a curve concave to the East with a radius of 345.50 feet, a central angle of 01°29'55", and an arc length of 9.04 feet, the chord of said curve bears South 01°45'50" East 9.04 feet;
Thence along a curve concave to the West with a radius of 482.50 feet, a central angle of 03°37'59", and an arc length of 30.59 feet, the chord of said curve bears South 0°41'48" East 30.59 feet;
Thence along a curve concave to the East with a radius of 167.50 feet, a central angle of

002250

BK- 0408
PG- 588

10°23'20", and an arc length of 30.37 feet, the chord of said curve bears South 04°04'28" East 30.33 feet;
Thence South 66°06'41" West 65.29 feet;

Thence North 06°30'07" West 89.25 feet to the Point of Beginning.
The above metes and bounds description appeared previously in that certain document recorded December 6, 2002 as Document No. 559964 of Official Records.

5. Certain real property located at 1638 Needle Peak Road, Lake Tahoe, Nevada (also known as Lot 11, parcel # 1919-30-310-024), and being also described as follows:

Beginning at a point which bears South 83°04'41" West 7.27 feet from the Northwest corner of said Lot 11;

Thence North 83°04'41" East 82.17;

Thence along a curve concave to the Southeast with a radius of 1,417.50 feet a central angle of 0°19'55", and an arc length of 8.21 feet, the chord of said curve bears South 10°01' 11" West 8.21 feet;

Thence along a curve concave to the Southwest with a radius of 345.50 feet a central angle of 10°52'06", and an arc length of 65.54 feet, the chord of said curve bears South 04°25' 11" West 65.44 feet;

Thence South 83°29'53" West 67.43 feet;

Thence North 06°30'07" West 71.52 feet to the Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain document recorded December 6, 2002 as Document No. 559964.

6. The Grenadier, Anderson, Simpson, Starace & Duffett, P.C. law firm was retained by the Defendant to represent him in the above-captioned suit for divorce. The terms and conditions on which Grenadier, Anderson, Simpson, Starace & Duffett, P.C. law firm agreed to represent and the Defendant, are set forth in the Retainer Agreement between Grenadier, Anderson, Simpson, Starace & Duffett, P.C., a copy of which is attached as Exhibit A. A final decree of divorce in this matter has been entered by this Honorable Court.



GRENADIER, ANDERSON, SIMPSON, STARACE and DUFFETT, P.C.
Counsel for Defendant
649 South Washington Street
Alexandria, Virginia 22314
(703) 683-9000

By: 

- Ilona Ely (Freedman) Grenadier, VSB 4765
- Charles A. Anderson, VSB 16631
- Arlene Starace, VSB 24288
- Benton S. Duffett, III, VSB 28819
- Elaine Vadas, VSB 40333
- John Winkler, VSB 43309
- Lisa Levi, VSB 44272
- Heather Jenquine, VSB 47001
- Jennifer Karmann, VSB 48480
- Ruth O. Katz, VSB 71131
- Adrienne C. Wasserman, VSB 48898

VERIFICATION

I am the attorney named above. I have read the attached Notice and am familiar with its contents. At all times relevant to the Notice, I was and have been licensed to practice law in the Commonwealth of Virginia. To the best of my knowledge, the contents of the Notice are true and correct.



Elaine M. Vadas, VSB 40333

COMMONWEALTH OF VIRGINIA
CITY OF ALEXANDRIA

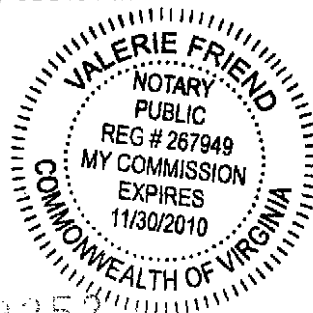
) To-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Elaine M. Vadas, whose name is signed to the foregoing Notice of Attorney's Fees Lien, appeared before me and acknowledged the same.

Given under my hand and seal this 5th day of November 2007.

Notary Public





002252



CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of November 2007, a true copy of the foregoing Notice of Attorney's Fees Lien was sent by first class, postage prepaid mail to the following:

Lynette Thompson Fadness, Plaintiff 10003
Springlike Terrace
Fairfax, Virginia 22030

Jeffrey Michael Fadness, Defendant, 7468
Cabin Cove Road, Sherwood, MD 21665

David McClure
Bredimus & McClure, P.C.
602 S. King Street
#200 Leesburg, VA 20175

Claire E. Shamblin, Esq. (Commissioner of Sale) Valerie
E. Hughes, Esq. (Commissioner of Sale) 10521 Judicial
Drive
Suite 100
Fairfax, VA 22030

Mark Bodner, Esq. (Commissioner of Sale) 3925
University Drive
Fairfax, VA 22030

Robert Shearer, Esq.
10603 Judicial Drive
Suite 200 Fairfax, VA 22030



Elaine M. Vadas

002253



VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

Lynette Fadness
Plaintiff/Complainant

versus

At Law/Chancery No. 188973

Jeffrey Fadness
Defendant/Respondent

ORDER

This matter came to be heard on the 12th day of October, 2007, on Plaintiff/Defendant's motion for Entry of order regarding issuance of funds

Upon the matter presented to the Court at the hearing, it is hereby

ADJUDGED, ORDERED and DECREED as follows:

1) The attached list of Bay Shore estimated buy out figures as testified by the Defendant on 9/28/07 are accurate amounts estimated. SVC into November 2, 2007. It is estimated that after payment of commissions, mortgage and estimated Seller's closing costs there will be net proceeds of approximately \$322,162.00. These proceeds will be escrowed until further Order of this Court.

Entered this 18 day of October, 2007.

[Signature]
JUDGE

Sean objected to regarding escrow of funds, particularly from his request to void A's right to purchase Bay Home.

[Signature]
Counsel for Plaintiff/Complainant

[Signature]
Counsel for Defendant/Respondent
objected to as 55% of his own share of proceeds.

002250



BK- 0408
PG- 592

RETAINER AGREEMENT & AUTHORIZATION TO REPRESENT
consisting of 4 pages

1. The client hereby requests and authorizes the law firm of GRENADIER, ANDERSON, SIMPSON, STARACE & DUFFETT, P. C. to represent him/her as his/her attorney in fact and in law, and to represent his/her interests in the following matters(s): divorce and equitable distribution and spousal support.

2. The firm and its members promise to render legal services with best efforts and professional skill, however, no promise is made concerning the results to be obtained.

3. It is understood and agreed that the law firm of GRENADIER, ANDERSON, SIMPSON, STARACE & DUFFETT, P.C., has the right to use its best judgment to determine the amount of time necessary to resolve case issues, who is to perform the work, and the nature of the services to be performed for each firm client. Each matrimonial case usually involves the work effort of several firm attorneys and/or supervised paralegals and/or law clerks. The extent that associate lawyers or paralegals or law clerks time are utilized is to be determined by the firm attorney primarily responsible for the file. The primary goal of the firm is to complete the information gathering and case preparation as quickly as possible so that the case is ready for settlement negotiation or trial. This may require the combined effort of a number of personnel.

4. For professional services rendered, the client agrees to compensate the firm at the following hourly rates:

(a) Ilona Ely: (Freedman) Grenadier	\$ 445.00;
(b) Charles A. Anderson	\$ 365.00;
(c) Stephen K. Simpson	\$ 365.00;
(d) Arlene T. Starace	\$ 365.00;
(e) Benton Duffett, III	\$ 325.00;
(F) Senior Associates	\$ 235.00;
(d) Junior Associates	\$ 175.00;
(e) Paralegals	\$ 135.00;
(f) Law Clerks/Legal Assistants	\$ 115.00;

The client shall pay a retainer of \$ 7,500.00, towards the total fee. The legal fees are computed, billed on the hourly rates, set forth above, and the retainer shall be credited against the charges so computed. When the retainer is exhausted, the client will be billed at the hourly rates for services rendered. The law firm reserves the right to require an additional retainer when the aforesaid retainer is exhausted

00225*

1

if substantial work/time needs to be done. The law firm also reserves the right, upon notice to the client, to pass on any increase in the hourly rates of the attorneys and personnel aforementioned, after one year from the date of this retainer.

5. The client understands that he/she is billed for all work performed by this office and its staff to include, but not limited to, telephone calls, conferences, correspondence, file review, attorney discussions, preparation for court and hearings/meetings, depositions, court and hearing appearance, etc. The work is billed in tenths of an hour. At the option and discretion of the law firm, when two or more attorneys work on this case at the same time, a combined hourly rate, lower than the total of the individual attorneys' hourly rates, may be charged.

6. And the client shall, additionally, separately remit the costs of litigation or work performed, including, but not limited to, such items as fees for billing, court reporters, commissioners in chancery, travel expenses, court fees, investigations fees, witness fees and process server's fees. These costs will not be paid by the firm from legal fees paid to it by the client. A fee of \$750.00 shall be deposited with this retainer to be held for use of these items; should this deposit be depleted and the case not completed, the client will replenish the costs account to the same amount upon request of the firm.

Additionally, the client shall separately remit the costs of private investigators, consultant fees, accounting fees, and expert fees, none of which will be incurred without consultation between the client and counsel and agreement by the client to retain the services of same.

The firm will endeavor to incur only reasonable and necessary costs and to keep them to the minimum practicable. Routine office expenses, postage, stationery and in-office copying, will not be charged separately as costs, inasmuch as a one-time cost of \$200.00 is being charged and will be paid by the client upon the signing of this agreement, said sum having been included in the fee set forth in Paragraph 4 hereinabove. Costs of messenger services, delivery services, and telefaxing, filing fees, and other fees will be billed separately, or advanced from the escrowed retainer funds as due. It is understood between the client and the attorney that, should these costs run unusually high, the client will be expected to defray same additionally.



BK- 0408
PG- 594
0720742 Page: 11 Of 13 04/02/2008

ij

002255

7. Statements for services rendered are due and payable upon receipt. Failure to timely pay for services rendered upon billing for same shall be grounds for termination of legal services by the firm. If not paid within 30 days of the billing date, all unpaid sums shall bear a service charge of one percent (1%) (or 12% A.P.R.) until paid in full. Should the account be turned over for collection, client understands and agrees to be responsible for legal fees and cost incurred by the firm in the collection of said account at the rate of thirty-three and one third percent (33 1/3%) of the balance due the firm, plus interest of the legal rate from the date of last payment.

8. Billing statements are sent each month. Please note the following: ALL STATEMENTS FOR SERVICES SENT TO A CLIENT MUST BE CAREFULLY READ. IF A CLIENT HAS ANY COMPLAINTS, OR CLAIMED ERRORS, DISCREPANCIES, OR OBJECTIONS TO THE BILLING STATEMENT, THE LAW FIRM MUST BE NOTIFIED WITHIN TEN (10) DAYS FROM THE RECEIPT OF THE STATEMENT, PREFERABLY IN WRITING. IF NO SUCH NOTICE IS RECEIVED IT IS UNDERSTOOD THAT THE BILLING STATEMENT IS ACCEPTED AS CORRECT, ACCURATE AND FAIR.

9. Even though an award(s) of counsel fees may be made against your spouse or the opposing party, you as our client are responsible for timely payments of the full outstanding balance of your account. Any funds received from the aforesaid fee award, when received, will be refunded to you, after applying said fee against any outstanding balance on your account.

10. During our representation, it is the policy of this firm to send to the client copies of all correspondence, incoming and outgoing, pleadings, discovery (unless too voluminous to copy) from the opposition, and what goes out from our office. Should the client, after our representation is concluded, request another copy of the documents in our files, the client understands and agrees that he/she will pay for the cost of this second copy.

11. The law firm reserves the right to terminate this contract for nonpayment of any amount owed or if the client fails to cooperate with the firm, including, but not limited to failure to keep the firm advised of current address, telephone contact and/or failure to cooperate with discovery request. Notice mailed to the last known address of the client will be considered proper notice to the client of termination. This agreement does not cover fees for legal services for any appeal in any court or any retrial; if either become necessary, it shall be the subject of a separate employment of the law firm and separate retainer agreement. Client has read this agreement, has asked questions

002256

3



BK- 0408
PG- 595

where clarification has been necessary, and understands the terms and conditions of this agreement.

12. The client is hereby put on notice, that according to Virginia Code §54.1-3932, this law firm may have an attorneys' lien for the fees incurred by the client to this firm. The client's fees due are automatically a lien against all marital property and assets which are part of the divorce case, and on any spousal support and/or child support which becomes payable to the client. This lien attaches once the divorce judgment is final and disputes regarding marital property are concluded.

GRIGNADIER, ANDERSON, SIMPSON, STARACE
& DEFFERT, P.C.

BY: [Signature]
Attorney

Date: 3/29/04

[Signature]
Client

Date: 3/29/04



SEAL
A COPY TESTE:
JOHN T. GREY, CLERK
BY: [Signature]
Deputy Clerk
Date: 4-1-08
Original retained in the office of
the Clerk of the Circuit Court of
Fairfax County, Virginia