

25-

1319-30-310-023

Assessor's Parcel Number: 1319-30-310-024

Recording Requested By: _____

Name: Grenadier, Anderson, Simpson, Starace & Duffett

Address: 649 S. Washington St.

City/State/Zip Alexandria, VA 22314

Real Property Transfer Tax: \$ n/a

DOC # 0738217
02/20/2009 12:57 PM Deputy: GB

OFFICIAL RECORD
Requested By:
GRENADIER ANDERSON SIMPSON

ETAL
Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 12 Fee: 25.00
BK-0209 PG- 5071 RPTT: 0.00



Attorney's 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.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX

LYNETTE THOMPSON FADNESS :
Plaintiff :

vs. :

In Chancery No. 188973

JEFFREY MICHAEL FADNESS :
Defendant :

NOTICE OF ATTORNEY'S FEES LIEN

TO: Jeffrey Fadness, Defendant
7468 Cabin Cove Rd
Sherwood, MD 21665

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

David J. McClure, Esq.
McClure & Bruggemann, P.C.
602 S. King Street, Suite 200
Leesburg, Virginia 20175

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, STARACE & DUFFETT, has a lien for attorney's fees incurred by Jeffrey Fadness ("Defendant") in the above-styled matter as of February 17, 2009, for Twenty Seven thousand, six hundred and twenty six dollars and seventy four cents (\$27,6263.71) plus interest and fees as permitted by law and/or by the attached Retainer Agreement. This lien extends to any and all assets,



BK- 0209
PG- 5072

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payments or property arising out of the settlement or adjustment of the cause of action for divorce in Case Number 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, her interest as tenant by the entirety (prior to divorce) and as tenant in common (after divorce) of the real property described below, her share of the proceeds of the sale of any marital property, including, but not limited to her share of equity in said property, as well as any payments or distributions due to her from any source, and any other property subject to adjudication in the divorce proceeding, including but not limited to the following:

1. 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 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.

2. 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.

As grounds therefore, the undersigned states as follows:

1. That the Grenadier, Anderson, Starace & Duffett, P.C. law firm was retained by the Defendant, Jeffrey Fadness, to represent him in the above-captioned suit for divorce.
2. That the terms and conditions on which Grenadier, Anderson, Starace & Duffett, P.C. law firm agreed to represent the Defendant, are set forth in the Retainer Agreement between the parties dated March 29, 2004, a copy of which is dated hereto as "Exhibit A"
3. That as of February 17, 2009, Defendant is indebted to Grenadier, Anderson, Starace & Duffett, P.C. in the amount of Twenty Seven thousand, six hundred and twenty six dollars and seventy four cents (\$27,6263.71) for fees, costs advanced/incurred and delinquency charges pursuant to the Retainer Agreement of the parties. Defendant has been given credit for all payments by her up to the date of this Notice.

WHEREFORE, by this Notice, Grenadier, Anderson, Starace & Duffett, P.C. hereby claims any Attorney's Charging Lien in the amount of Twenty Seven thousand, six hundred and twenty six dollars and seventy four cents (\$27,6263.71). The law firm of Grenadier, Anderson, Starace & Duffett, P.C. claims an ongoing Attorney's Charging Lien for all additional fees and costs advanced/incurred, as well as for all delinquency charges, which may accrue in the future pursuant to the aforesaid Retainer Agreement.

GRENADIER, ANDERSON, STARACE & DUFFETT, P.C.

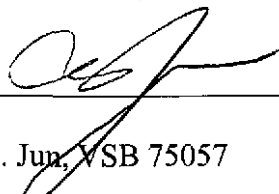
Counsel for Defendant
649 South Washington Street
Alexandria, Virginia 22314
(703) 683-9000
(703) 549-3087 (facsimile)

By: 

- Ilona Ely Grenadier, VSB 4765
- Charles A. Anderson, VSB 16631
- Arlene T. Starace, VSB 24288
- Benton S. Duffett, III, VSB 28819
- Elaine M. Vadas, VSB 40333
- John T. Winkler, II, VSB 43309
- Lisa L. Levi, VSB 44272
- Heather N. Jenquine, VSB 47001
- Jennifer Karmann, VSB 48480
- Adrienne C. Wasserman, VSB 48898
- Carol S. Jun, VSB 75057
- Andrew J. Harman, VSB 76815

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.



Carol S. Jun, VSB 75057

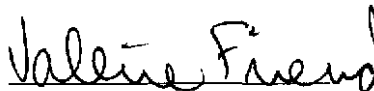
COMMONWEALTH OF VIRGINIA
CITY OF ALEXANDRIA

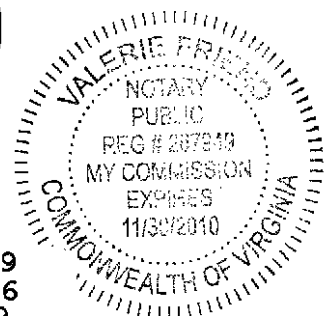
) To-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Carol S. Jun, 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 17th day of February 2009.

Notary Public





CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of February, 2009, a true copy of the foregoing Notice of Attorney's Fees Lien was sent by first class, postage prepaid mail to the following:

Jeffrey Fadness, Defendant
7468 Cabin Cove Rd.
Sherwood MD 21665-1010

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

David J. McClure, Esq.
McClure & Bruggemann, P.C.
602 S. King Street, Suite 200
Leesburg, Virginia 20175



Carol S. Jun

COPY

EXHIBIT A



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



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.

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



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.

GRENADIER, ANDERSON, SIMPSON, STARACE
& DEFFEY, P.A.

BY

[Signature]
Attorney

[Signature]
Client

Date: 3/29/04

Date: 3/29/04

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