

**OFFICIAL RECORD**  
Requested By:  
EDWARD BERNARD ATTORNEY AT  
LAW

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 12 Fee: 25.00  
BK-0809 PG-1642 RPTT: 0.00



APN 1221-17-000-005

APN# 35-170-17

Recording Requested by:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_ Edward Bernard, Esquire  
1203 North Nevada Street  
Carson City, Nevada 89703

City/State/Zip. \_\_\_\_\_

\_\_\_\_\_  
(Title of Document)

MOTION FOR PERFECTION OF ATTORNEY LIEN PURSUANT TO NRS 18.015

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

FILED

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1 Case No. 07-PB-0027  
2 Dept. No. I

2009 MAY 19 AM 10:45

MAY 19 2009

TED THIRAN  
CLERK

DOUGLAS COUNTY  
DISTRICT COURT CLERK

M. BIAGGINI  
BY \_\_\_\_\_ DEPUTY

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS  
8 \*\*\*

9 LISA LYNN CONNOLLY, TRUSTEE OF THE )  
10 JAMES L. BREEDEN REVOCABLE LIVING )  
11 TRUST AGREEMENT DATED JUNE 15, 1999, )

11 Plaintiff,

) MOTION FOR PERFECTION  
) OF ATTORNEY LIEN PURSUANT  
) TO NRS. 18.015

12 vs.

13 JAMES EDWARD BREEDEN; DOES I-V;

14 Defendants.

15 \_\_\_\_\_  
16 COMES NOW Plaintiff, LISA LYNN CONNOLLY, by and through counsel, Edward  
17 Bernard, Esquire of the Law Offices of Edward Bernard, and moves this court for an order  
18 perfecting attorney lien.

19 1. That a Legal Services Agreement was executed by Lisa Lynn Connolly on the  
20 13 day of February, 2007; a copy of which is attached herewith as *Exhibit "A"*.

21 2. That a Consent to Attorney Lien was executed by Lisa Lynn Connolly on the  
22 29<sup>th</sup> day of January, 2008 and filed with Douglas County District Court on January 30, 2008;  
23 a copy of which is attached herewith as *Exhibit "B"*.

24 The continency is as follows:

25 A. In the event that Lisa Connolly, through the efforts of the undersigned,  
26 in having a court or arbitrator rule that the gift delineated in the Second Amendment to the  
27 Trust is void due to the failure of Mr. James Edward Breeden to make payments as delineated  
28 under the terms of the Second Amendment to the James L. Breeden Living Trust, that the fee

LAW OFFICES OF EDWARD BERNARD  
1203 NO. NEVADA STREET  
CARSON CITY, NEVADA 89703  
TELEPHONE No. 775.885.1600 FACSIMILE No. 775.885.1735

1 paid upon such ruling by court order or arbitration shall be \$100,000.

2 3. That a contested arbitration was conducted on May 24, 2007 and that, the  
3 Defendant, JAMES EDWARD BREEDEN, was represented by Kenneth Jordan, Esquire,

4 4. That after evidence was presented a ruling was made in favor of Plaintiff, as  
5 is evidenced by Exhibit "C" attached hereto.

6 5. That on the 26<sup>th</sup> day of February, 2008, an Order Confirming Arbitrator's  
7 Award and Judgment was executed and entered by this court

8 6. That no part of the fee has been paid by the client.

9 7. That the undersigned requests that a lien be placed on the real property located  
10 at 2345 Pinenut Road 2 Gardnerville, Nevada; said real property is more particularly  
11 described as follows:


12 The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the  
13 Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17,  
Township 12 North, Range 21 East, M.D.B.&M.  
14 APN 35-170-17

15 That said request is made pursuant to NRS 18.015, which states as follows:

16 1. An attorney at law shall have a lien upon any claim,  
17 demand, or cause of action, including any claim for  
18 unliquidated damages, which has been placed in his hands  
19 by a client for suit or collection, or upon which a suit or  
other action has been instituted. The lien is for the amount  
of any fee which has been agreed upon by the attorney and  
client.

20 WHEREFORE, the undersigned respectfully requests that an Order Approving  
21 Perfection of Attorney Lien be signed by this Honorable Court.

22 Dated this 4 day of May, 2009.

23  
24   
25 **EDWARD BERNARD, ESQUIRE**  
26 Nevada Bar Number 2113  
27 **LAW OFFICES OF EDWARD BERNARD**  
1203 North Nevada Street  
Carson City, Nevada 89703  
Telephone No. (775) 885-1600  
Facsimile No. (775) 885-1735  
28 Attorney for Plaintiff, LISA LYNN CONNOLLY

**LEGAL SERVICES AGREEMENT**

1. Identification of Parties. This agreement is made between the Law Offices of Edward Bernard, hereafter referred to as "Law Office" and **LISA LYNN CONNOLLY, SUCCESSOR TRUSTEE OF THE JAMES L. BREEDEN REVOCABLE LIVING TRUST AGREEMENT DATED JUNE 15, 1999 AND AMENDMENTS THERETO**, hereafter referred to as "Client".

2. Legal Services Provided. The legal services to be provided by Law Office to Client is as follows: filing a court action and/or arbitration request to marshal the assets that were owned by Client's father, James L. Breeden, at the time of his death; litigate through court action and/or arbitration a claim that Client's brother, James Edward Breeden, violated the terms of the gift made to him under the language contained in the Second Amendment to the Trust agreement executed by James L. Breeden on August 7, 2006.

The contingency is as follows:

- A. In the event that Lisa Connolly, through the efforts of the undersigned, in having a court or arbitrator rule that the gift delineated in the Second Amendment to the Trust is void due to the failure of Mr. James Edward Breeden to make payments as delineated under the terms of the Second Amendment to the James L. Breeden Living Trust, that the fee paid upon such ruling by court order or arbitration shall be \$100,000.
- B. That the scope of services rendered shall include an action to have Lisa Lynn Connolly appointed as Trustee for the purpose of marshaling and securing assets belonging to the Decedent, James L. Breeden; to have James Edward Breeden removed from the property located at 2345 Pinenut Road 2 Gardnerville, Nevada; and, in addition, to litigate the issue of whether James Edward Breeden tendered payments to secure the gift as delineated in the Second Amendment to the James L. Breeden Living Trust.
- C. Client will deposit with Law Office the sum of \$2,000 within the next 15 days to be used for any out of pocket expenses including filing fees, transcripts, deposition, and any other related matters that are direct costs in the prosecution of the action delineated herein.
- D. At any time after the execution of this retainer agreement, the undersigned Attorney is of the opinion that the matter is not winnable or other issues come to light to make the prosecution of the action not feasible or impractical, Client grants Attorney at his option to withdraw as attorney of record. In the event that Attorney withdraws as attorney of record, no compensation will be owed by Client as Trustee for services rendered.



- E. If the Trustee terminates the services of the undersigned counsel prior to an adjudication of James Edward Breeden's interest in the property, Lisa Connolly as Trustee, will be liable for attorney's fees at the rate of \$350.00 per hour for services rendered. Client agrees not to terminate Attorney in anticipation of a successful result. That there has been no other promises express or implied outside the terms of this agreement.
- F. In the event that James Edward Breeden does not contest the issue of his ownership in the property located at 2345 Pinenut Road 2 Gardnerville, Nevada, Lisa Connolly will pay the sum of \$50,000 as and for attorney's fees at the time of the sale of the property.
- G. The undersigned attorney agrees to assist under the terms of this agreement the Trustee in all efforts to liquidate the property located at 2345 Pinenut Road 2 until the time of sale and the undersigned Attorney agrees that his fees of \$100,000 will be paid out of escrow.

3. Responsibilities of Law Office and Client. Law Office will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client inquiries and communications. Client will be truthful and cooperative with Law Office, keep Law Office reasonably informed of developments and of addresses, telephone numbers and whereabouts; and timely make any payments required under this agreement.

Law Office will charge for all activities undertaken in providing legal services to Client under this agreement, including, but not limited to, the following: travel time to and from Carson City; conferences; court sessions; legal research; telephone conversations; meetings with Client.

Client acknowledge that Law Office has made no promises about the total amount of attorney's fees to be incurred by Client under this agreement.

5. Costs. Client will pay all "costs" in connection with Law Office's representation of Client under this agreement. Costs will be advanced by Law Office and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, and process server fees.

...  
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...

**LEGAL SERVICE AGREEMENT**

Lisa Lynn Connolly, Trustee of the James L. Breeden  
Revocable Living Trust Agreement Dated June 15, 1999  
February 8, 2007

6. Effective Date of Agreement. The effective date of this agreement will be the date when it is executed by the parties.

**THE FOREGOING IS AGREED TO BY AND BETWEEN:**

Dated: 2-13-07

*Lisa Lynn Connolly* Trustee  
**LISA LYNN CONNOLLY, TRUSTEE OF THE  
JAMES L. BREEDEN REVOCABLE LIVING  
TRUST AGREEMENT DATED JUNE 15, 1999**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**EDWARD BERNARD, ESQUIRE  
THE LAW OFFICES OF EDWARD BERNARD**

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1 Case No. 07-PB-0027

2 Dept. No. 1

JAN 30 2008

2008 JAN 30 PM 3:01

DOUGLAS COUNTY  
DISTRICT COURT CLERK  
SARAH ANN GRIFFIN  
CLERK

BY K. WILFERT JUDGE

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

\*\*\*

9 LISA LYNN CONNOLLY, SUCCESSOR )  
10 TRUSTEE OF THE JAMES L. BREEDEN )  
11 REVOCABLE LIVING TRUST AGREEMENT )  
12 DATED JUNE 15, 1999, )

Plaintiff,

CONSENT TO ATTORNEY LIEN

13 vs.

14 JAMES EDWARD BREEDEN; DOES I-V;

15 Defendants.

16 STATE OF NEVADA )  
17 CARSON CITY ) ss.  
18 )

19 I, LISA LYNN CONNOLLY, do hereby consent to an attorney lien being recorded  
20 in the amount of \$100,000.00 on the following premises located at 2345 Pinenut Road,  
21 Gardnerville, Nevada, more particularly described as follows:

22 The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the  
23 Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17,  
24 Township 12 North, Range 21 East, M.D.B.&M. APN 35-170-17

25 Dated this 31 day of January, 2008.

*Lisa Lynn Connolly*  
LISA LYNN CONNOLLY

26 SUBSCRIBED and SWORN to before  
27 me this 31 day of January, 2008.

*Lacey Ann Davis*  
28 NOTARY PUBLIC

LACY ANN DAVIS  
NOTARY PUBLIC  
STATE OF NEVADA

EXHIBIT  
B

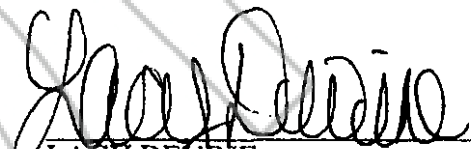
LAW OFFICES OF EDWARD BERNARD  
1203 NO. NEVADA STREET  
CARSON CITY, NEVADA 89703  
TELEPHONE NO. 775.885.1600 FACSIMILE NO. 775.885.1735

**CERTIFICATE OF SERVICE**

Pursuant to NRCF 5(b), I hereby certify that I am an employee of the **LAW OFFICE OF EDWARD BERNARD, ESQUIRE**, and that on the 29<sup>th</sup> day of January, 2008, I served a true and correct copy of the preceding document entitled **CONSENT TO ATTORNEY LIEN**, addressed to the following:

Kenneth J. Jordan, Esquire  
Law Offices of Kenneth J. Jordan  
208 North Curry Street  
Carson City, Nevada 89703

- BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document at Carson City, Nevada, in the ordinary course of business.
- BY FACSIMILE**
- BY PERSONAL SERVICE:** I personally delivered the above-identified document by hand delivery to the offices of the address named above.
- BY MESSENGER SERVICE:** I delivered the above-identified document to Reno Carson Messenger Service for delivery to the offices of the addressee.

  
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LACY DEVINE

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FEB 13 2008

DOUGLAS COUNTY DISTRICT COURT CLERK

BARBARA J. WILFERT  
CLERK  
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BY \_\_\_\_\_ DEPUTY

1 Case No. 07-PB-0027  
2 Dept. No. 1

2008 FEB 26 PH 2:59

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS  
8 \*\*\*

9 LISA LYNN CONNOLLY, TRUSTEE OF THE )  
10 JAMES L. BREEDEN REVOCABLE LIVING )  
11 TRUST AGREEMENT DATED JUNE 15, 1999, )

11 Plaintiff,

) ORDER CONFIRMING  
) ARBITRATOR'S AWARD AND  
) JUDGMENT

12 vs.

13 JAMES EDWARD BREEDEN; DOES I-V; )

14 Defendants. )

16 This matter having come to the court's attention by way of a Motion to Confirm  
17 Arbitrator's Award and to Enter Judgment in Conformity Therewith filed by LISA LYNN  
18 CONNOLLY, by and through counsel, Edward Bernard, Esquire of the Law Offices of  
19 Edward Bernard, and the court having reviewed the Arbitrator's Award previously filed in  
20 this matter, and with good cause appearing, now therefore:

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

22 1. That James Edward Breeden is and has been in default in making  
23 payments pursuant to the Second Amendment to the James L. Breeden Revocable Living  
24 Trust Agreement dated June 15, 1999, at least since May of 2007.

25 2. That by reason of said default, and pursuant to said Second  
26 Amendment, the bequest to James Edward Breeden is null and void and the real property  
27 should revert to the trust estate. Said real property is located at 27 \_\_\_\_\_ Road  
28 Gardnerville, Nevada., more particularly described as follows:

EXHIBIT  
C

LAW OFFICES OF EDWARD BERNARD  
1203 NO. NEVADA STREET  
CARSON CITY, NEVADA 89703  
TELEPHONE NO. 775.885.1600 FACSIMILE NO. 775.885.1735

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The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the  
Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 17,  
Township 12 North, Range 21 East, M.D.B.&M.  
APN 35-170-17

3. That the following items of personal property belonging to the estate  
be returned to the trust estate:

- a. approximately eight (8) additional guns;
- b. a 1972 utility trailer
- c. a 2000 golf cart trailer
- d. a surround sound system and two satellite boxes;
- e. a space heater;
- f. wood splitter
- g. commercial generator
- h. chain saw
- i. rototiller
- j. Hassfelt blender
- k. Hobart electric welder
- l. radial arm saw on a trailer
- m. metal cutoff saw
- n. a Hobart portable gas welder on a trailer
- o. a Sleep Number bed, including mattress and frame;
- p. a brand new microwave

4. That Plaintiff is awarded fees and costs in the amount of \$7,500.00  
hereinafter awarded by the arbitrator.

5. That Plaintiff is awarded fees and costs in the amount of  
\$ reserved for bringing the instant motion subsequent to the  
arbitration hearing.

IT IS SO ORDERED.

DATED AND DONE this 26 day of February, 2008.

  
DISTRICT JUDGE

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF DOUGLAS

AFFIRMATION

Pursuant to NRS 239b.030

The undersigned does hereby affirm that the preceding document entitled MOTION FOR PERFECTION OF ATTORNEY LIEN PURSUANT TO NRS 18.015

Document does not contain the social security number of any person;

-OR-

Document contains the social security number of a person as required by:

A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

For the administration of a public program;

-or-

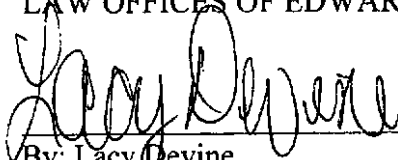
For an application for a federal or state grant program;

-or-

Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Dated this 4 day of May, 2009.

LAW OFFICES OF EDWARD BERNARD

  
By: Lacy Devine

COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 7/21/09

TED THРАН Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas,

By *[Signature]* Deputy