



Virginia State Bar

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November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Why not ask Edward White to take an accountable position on something? Such as "Who did he represent and when did he represent them"

Mr. Anthony M. O'Connell

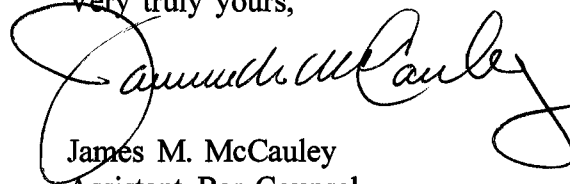
Page 2

November 1, 1993

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,



James M. McCauley
Assistant Bar Counsel

JMM/dls

A civil action would mean I would have to take our sister Jean Nader to Court as well because she is co-executor with Edward White. The accountants and those who protect the accountants use a trusting family member(s) as unwitting cover.

It is impossible to stop the accountants from making money disappear. It is impossible to stop them from covering it up by dividing and destabilizing your family into powerlessness using a trusting family member to unwittingly carry it out.
\$545,820.43 (payment) - \$26,917.17 (recorded) = \$518,903.26 (disappears)

B&K Blankingship Keith^{pc}

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DAVID J. GOGAL
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ROBERT J. STONEY
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ROBERT M. FALCONI
—
A. HUGO BLANKINGSHIP, JR.
OF COUNSEL
STANLEY P. KLEIN
SENIOR COUNSEL

July 3, 2013

Ms. Sheila O'Connell Shevenell
663 Granite Street
Freeport, Maine 04032

Mr. Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

If a Judge actually approved the contents of the Summons by the B&K law firm, why didn't I receive something from the Court that would show it?

Why was the evidence I sent to the Court refuting the contents of B&K summons, such as that at <http://www.judgesfairfaxcounty.com>, recognized?

Property in the Lee District, Fairfax County
TM 90-4 ((1)) 17

Dear Ms. Shevenell and Mr. O'Connell:

I received nothing from the Court about a judgment for this.

This firm is representing your sister Jean O'Connell Nader in her capacity as Successor Trustee under the Land Trust Agreement dated October 16, 1992. Jean has asked us to bring you up to date on the actions she has taken with regard to the approximately 15 acre trust property ("Property") identified above since she was appointed Successor Trustee on January 25, 2013.

It was apparent to Jean when she became Successor Trustee that the Property had to be sold. The delinquent real estate taxes, which had been accruing interest and penalties, were approaching a total of \$30,000, and Fairfax County had turned the matter over to a collection agency. Jean was advised that if the taxes were not brought current, there would eventually be a tax sale which, given the Property's R-1 zoning and the fact a large portion of the Property is in the Resource Protection Area ("RPA"), would in all probability yield only a fraction of the Property's true value.

Jean's first step was to have the Property appraised. She retained a highly regarded local appraiser to prepare a Restricted Appraisal. Because it is difficult at this point to predict accurately the density at which the Property may be approved for development, at our instruction the appraiser provided a value range per townhouse lot. In determining this range, he assumed that the Property could be developed with approximately 30 to 39 townhouse units.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
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While Tony was Trustee he had been in negotiation with Bill Lynch and Andy Somerville for the sale of the Property. A contract was never signed, but Bill and Andy apparently did quite a bit of work in exploring how the Property could be developed. Knowing that Bill and Andy remained interested in the Property, we on Jean's behalf asked them to submit a non-binding letter of intent which set out the basic terms and conditions under which they would be willing to purchase the Property. They did so, but Jean concluded that the price offered was not acceptable. She responded with a counteroffer which was eventually accepted. A letter of intent was executed on May 24, 2013, and we immediately set out negotiating a binding Real Estate Sales Contract ("Contract") based upon the letter of intent. By June 20, 2013, there was a fully executed Contract between Jean as Successor Trustee and Long Branch Partners, L.L.C. ("Purchaser"), a limited liability company owned and controlled by Bill and Andy.

The pertinent provisions of the Contract are as follows:

- There is a 90 day Feasibility Period during which Purchaser will determine whether to proceed under the Contract or to terminate it.
- In the event Purchaser does not terminate the Contract, within ten (10) days of the close of the Feasibility Period, Purchaser shall pay off the delinquent real estate taxes, and it shall continue to pay the real estate taxes on the Property as they become due until Settlement or until termination of the Contract.
- The repayment of the real estate taxes to Purchaser will be reflected in a non-recourse promissory note which Jean will execute as Successor Trustee and which will be secured by a Deed of Trust against the Property. At Settlement there will be credited against the purchase price all the real estate taxes which Purchaser has paid.
- Purchaser will be responsible, at its own expense, for rezoning the Property and getting its subdivision approved. (The rezoning will be heard by the Board of Supervisors in a decidedly political context; the subdivision process is administrative.) Purchaser's obligation to purchase the Property is contingent upon its getting approval of at least 30 townhouse lots.
- The purchase price will be determined by the number of approved townhouse lots, the per lot price of \$57,500 being the top of the value range established by the appraiser.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
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It is anticipated, and the Contract provides, that Settlement will take place in late 2015 or even early 2016, assuming the contingency is met. While it is unfortunate that Settlement cannot take place sooner, getting the highest value for the Property necessarily requires having it rezoned and having its subdivision approved. As noted above, Purchaser will undertake this effort at its own expense, and that expense will be considerable. Also, while the entitlement process is moving forward, Purchaser will be paying the real estate taxes on the Property.

Jean is delighted that Purchaser is committed to paying a good price for the Property, as determined by the appraisal. In addition, because no broker was involved in the transaction, the Trust will be spared paying a hefty commission out of the settlement proceeds.

Bill and Andy appear to be quite excited to have the Property under Contract. They are experienced developers in Fairfax County and give every indication that they will aggressively pursue the rezoning of the Property and subdivision approval. At this point there is reason for cautious optimism that Settlement will eventually take place under the terms and conditions of the Contract. Please be aware, however, that Settlement is far from certain and that you should not assume that the contingency will be fulfilled and the Property sold to Purchaser.

We will keep you up to date on Purchaser's progress.

Best regards to you both.

Yours truly,



Sarah E. Hall

SEH/sp

cc: Jean Nader
Elizabeth V. C. Morrogh, Esquire



NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

Fairfax County Courthouse
4110 Chain Bridge Road
Fairfax, Virginia 22030-4009

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DENNIS J. SMITH, CHIEF JUDGE

MARCUS D. WILLIAMS
JANE MARUM ROUSH
LESLIE M. ALDEN

JONATHAN C. THACHER

R. TERRENCE NEY
RANDY I. BELLOWES

CHARLES J. MAXFIELD

BRUCE D. WHITE
ROBERT J. SMITH
DAVID S. SCHELL

JAN L. BRODIE

LORRAINE NORDLUND

BRETT A. KASSABIAN

MICHAEL F. DEVINE

JUDGES

COUNTY OF FAIRFAX

CITY OF FAIRFAX

May 9, 2014

BARNARD F. JENNINGS

THOMAS J. MIDDLETON

THOMAS A. FORTKORT

RICHARD J. JAMBORSKY

JACK B. STEVENS

J. HOWE BROWN

F. BRUCE BACH

M. LANGHORNE KEITH

ARTHUR B. VIEREGG

KATHLEEN H. MACKAY

ROBERT W. WOOLDRIDGE, JR.

MICHAEL P. McWEENEY

GAYLORD L. FINCH, JR.

STANLEY P. KLEIN

RETIRED JUDGES

Anthony O'Connell
439 South Vista De Rio
Green Valley, AZ 85614

Re: *In Re: Harold A. O'Connell*, CL-2012-13064

Mr. O'Connell,

I am in receipt of your multiple letters, the latest dated April 18, 2014, regarding the above referenced case. Please note that no action is initiated by sending correspondence to a judge as all pleadings must be filed with the Clerk of Court. In fact, your communication is considered to be an *ex parte* communication to the court which is prohibited. Pursuant to Canon 3B7 of Canons of the Judicial Conduct for the State of Virginia, judges can only permit or consider *ex parte* communications if the judge makes provision promptly to notify all other parties of the substance of the *ex parte* communication and allows an opportunity to respond.

A hearing was held in the above-referenced case on January 25, 2013. A final order was entered on January 28, 2013, a copy of which is enclosed. You will receive no further correspondence from this Court regarding this matter.

Respectfully yours,

Chief Judge Dennis J. Smith
Fairfax County Circuit Court

CC: Elizabeth Morrogh, Esq.
Blankingship & Keith, P.C.
4020 University Drive, Suite 300
Fairfax, VA 22030

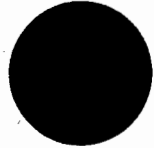
Encl: Order from 1/28/13

① 4P

no env. 1/31/13

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY



JEAN MARY O'CONNELL NADER,)
)
 Plaintiff,)
)
 v.)
)
 ANTHONY MINER O'CONNELL,)
 Individually and in his capacity as)
 Trustee under a Land Trust Agreement)
 Dated October 16, 1992 and as)
 Trustee under the Last Will and)
 Testament of Harold A. O'Connell, *et al.*)
)
 Defendants.)

Case No. 2012-13064

ORDER

THIS CAUSE came on to be heard upon the motion of the Plaintiff, Jean Mary O'Connell Nader, by counsel, for summary judgment pursuant to Va. Sup. Ct. Rule 3:20; upon the reply to the motion filed by Sheila Ann O'Connell, *pro se*; and upon the argument of counsel; and

IT APPEARING TO THE COURT as follows:

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e), based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012."

2. In her Answer to the Complaint and Reply to Motion for Summary Judgment, the remaining party-in-interest, Defendant Sheila Ann O'Connell, agrees with the facts set forth in the Complaint and the relief requested by Plaintiff.

3. Because there are no material facts in dispute in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule 3:20 on all counts alleged in Plaintiff's Complaint is appropriate.

IT IS THEREFORE ORDERED:

A. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count I of the Complaint be, and hereby is, granted; that Anthony Miner O'Connell is hereby removed as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to Va. Code § 64.2-1405 (formerly Va. Code § 26-48), effective immediately; and that all fees payable to Anthony Minor O'Connell under the terms of the Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, are hereby disallowed and deemed forfeited;

B. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count II of the Complaint be, and hereby is, granted; that Anthony Minor O'Connell is hereby removed as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, pursuant to Va. Code § 64.2-759 (formerly Va. Code § 55-547.06), effective immediately;

C. That judgment in favor of Plaintiff as to Count III of the Complaint be, and hereby is, granted; that Plaintiff Jean Mary O'Connell Nader is hereby appointed as successor trustee under the Land Trust Agreement and as trustee of the trust under the Last Will and Testament of Harold A. O'Connell; that the term of the Land Trust Agreement is hereby

continued until further Order of this Court or until the real property held under the Land Trust is sold and final distribution of the net proceeds is made to the trust's beneficiaries, whichever occurs first; and that Plaintiff, as successor trustee under the Land Trust Agreement, shall proceed forthwith to sell the real property held by such trust as soon as reasonably practicable upon such terms and conditions as she deems appropriate and consistent with her fiduciary duties; and

D. That Plaintiff is hereby awarded her reasonable attorney's fees and costs in this action in the amount of \$ 17,504.12^{DOE}, to be paid from the Land Trust at such time as funds become available.

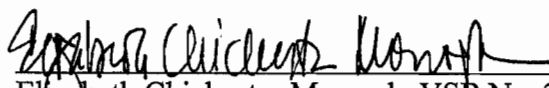
ENTERED this 25th day of January, 2013.



JUDGE

I ASK FOR THIS:

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
703-691-1235
FAX: 703-691-3913

By: 
Elizabeth Chichester Morrogh, VSB No. 25112
BVMorrogh@bklawva.com
Jennifer L. McCammon, VSB No. 77034
JMcCammon@bklawva.com
Counsel for Plaintiff