

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)
Commonwealth of Virginia VA. CODE § 16.1-179

WINCHESTER
CITY OR COUNTY
General District Court
5 N. KENT ST., WINCHESTER, VA 22601
STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summons the Defendant(s).
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on
7-28-22 9:00 to answer the Plaintiff(s)' civil claim (see below)

DATE ISSUED 6-27-22
[] CLERK [X] DEPUTY CLERK [] MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of
\$ 645.31 net of any credits, with interest at 9.00 % from date of 8/22/2018 until paid,
\$ 67.00 costs and \$ TBD attorney's fees with the basis of this claim being
[] Open Account [X] Contract [] Note [] Other (EXPLAIN)

HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] cannot be demanded
6/24/2022 DATE
[] PLAINTIFF [X] PLAINTIFF'S ATTORNEY [X] PLAINTIFF'S EMPLOYEE/AGENT

CASE DISPOSITION
JUDGMENT against [] named Defendant(s) []
for \$ net of any credits, with interest at % from date
of until paid, \$ costs and \$ attorney's fees
[] and \$ costs for Servicemember Civil Relief Act counsel fees
HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CAN NOT BE DEMANDED
[] JUDGMENT FOR [] NAMED DEFENDANT(S) []

[] NON-SUIT [] DISMISSED
Defendant(s) Present: [] NO [] YES
DATE _____ JUDGE _____

DEF

HEARING DATE AND TIME

July 28 2022 @ 9:00 a.m.

CASE NO. G22-910
The Law Office of Lorena R. Smalls, P.C.
PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)
20 E. Piccadilly St.
Suite #1
Winchester, VA 22601
V.
Sweet, Michael, L.
DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)
303 Parkway St.
Winchester, VA 22601

WARRANT IN DEBT

TO DEFENDANT: You are not required to appear, however, if you fail to appear, judgment may be entered against you. See the additional notice of the reverse about requesting a change of trial location.

[] To dispute this claim, you must appear on the return date to try this case.
[X] To dispute this claim, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars ORDERED DUE
Grounds of Defense ORDERED DUE

ATTORNEY FOR PLAINTIFF(S)
Lorena R. Smalls, Esquire
ATTORNEY FOR DEFENDANT(S)

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.

DATE
CLERK

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME ADDRESS	<input type="checkbox"/> PERSONAL SERVICE Being unable to make personal service, a copy was delivered in the following manner: <input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. <input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.) <input type="checkbox"/> Served on Secretary of the Commonwealth	Tel. No. <input type="checkbox"/> PERSONAL SERVICE Being unable to make personal service, a copy was delivered in the following manner: <input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. <input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.) <input type="checkbox"/> Served on Secretary of the Commonwealth	SERVING OFFICER _____ for _____ DATE
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OBJECTION TO VENUE:

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s) name(s) and Defendant(s) name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If you mail this request to the court, you will be notified of the judge's decision.

I certify that I mailed a copy of this document to the defendant(s) named therein at the address shown therein on <u>6/24/22</u> DATE <input checked="" type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Plaintiff's Atty. <input checked="" type="checkbox"/> Plaintiff's Agent	Fi. Fa. issued on Interrogatories issued on Garnishment issued on
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CONTRACT FOR LEGAL SERVICES

This agreement entered into upon the date indicated below, sets forth the terms and conditions under which the Law Office of Lorena R. Smalls, P.C. (hereinafter "Firm") will provide legal services to Michael Sweet (hereinafter "Client"), and the scope of the services the Firm will render, the manner of calculating, billing, and collecting legal fees, and other aspects of the proposed representation are mutually agreed as follows:

1. Services to Be Provided. The Firm's representation of the Client regarding this family law matter will include advising, counseling, reasonable negotiating, investigating, and handling solely on the issues of a divorce through final settlement or adjudication through trial in the Winchester City Circuit Court, but excluding any appeal of these issues to any other court.
2. Services Rendered to Other Parties. The Firm will neither represent nor advise your spouse or opposing party in any matter or on any point. No lawyer can represent both parties in any suit or dispute. Nevertheless, it is understood and agreed that the Firm may accept the representation of other persons whose general interest may, in unrelated matters, compete with, or be adverse to, those of the Client, as long as there is no actual or direct conflict of interest.
3. Determination of Fees for Service. In accordance with the Virginia Code of Professional Responsibility governing attorneys, attorney fees may be based upon several factors including the amount of time required, the complexity of the matter, the time frame within which work must be performed, the attorney's experience, ability, and reputation, the responsibility involved, and the results attained. We will perform all services at the Firm's hourly rates of Three Hundred Fifty Dollars (\$350.00) per hour billed in fifteen-minute increments, or 1/4 of an hour. Client contacting an attorney at her residence may be billed at twice Firm's hourly rate in Firm's discretion. This fee does not include the out-of-pocket expenses and charges discussed hereinbelow.

Client agrees to compensate the Firm for each hour or fraction thereof, in one-quarter of an hour increments, for any work performed and for all services rendered on Client's behalf. There are minimum charges for phone calls and review of emails of not less than 1/4 of an hour and for correspondence of not less than 1/2 of an hour. Firm rates are reviewed and adjusted periodically without notice. The Firm may charge more than the hourly rate stated herein; however, Client will not be liable for any increase in the rate until Client is given thirty (30) days advance written notice of the change. Firm will use its best effort to minimize Client fees and costs by using the least costly alternative available through our Firm to provide the best service. This may involve the use of other attorneys in the firm, paralegals, legal assistants or law clerks. Client is responsible for payment of all fees, regardless of any negotiated or court ordered contributions by an opposing party. Any amounts received by Firm from any source as payment on Client's account will be credit to Client. If this results in overpayment of Client's account balance, Client will be entitled to a refund at the conclusion of the matter.

Before providing services the Client shall remit a deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). The deposit will be kept in the Firm trust account. Statements for fees and services and any expenses incurred in the representation will be charged against the

deposit until it is exhausted. If the circumstances of the representation require, the Firm will request, from time to time, an additional amount of deposit for the Firm's protection, and the Client agrees to promptly provide the additional payment requested within fifteen (15) days. At the termination of the Firm's representation, any money provided by Client remaining in the Firm's trust account will be first applied to any outstanding amounts due the Firm, and any money remaining thereafter, if any, will be returned to the Client.

4. Firm Personnel. The Firm reserves the right to assign the particular attorneys or staff members who will be working on the Client's behalf. An attorney will directly supervise all work done by non-attorney staff. Legal assistant work performed by a non-attorney staff member, beyond secretarial duties, shall be performed at the Firm's discounted hourly rate of One Hundred Dollars (\$100.00) per hour. The Firm will discuss the assignment of the Firm's personnel with the Client upon request.

5. Disbursements and Expenses. The Firm may incur various expenses in providing services. The Client agrees to pay all such expenses and to reimburse the Firm for all out-of-pocket expenses that are paid on the Client's behalf. Expenses that may be incurred include, but are not necessarily limited to, charges for serving and filing papers, courier and messenger services, recording and certifying documents, deposition transcripts, investigations, court reporting fees and costs, publication costs, express delivery postage, travel expense including mileage outside of the area, and the fees and charges by person, professional, or expert retained from outside the Firm. The Firm will attempt to obtain the Client's approval prior to retention of any outside person, professional, or expert on this matter if reasonably possible. Client may be charged for photocopies, facsimile transmission and receipt, and long distance phone charges at Firm's discretion. Certain of these charges include a mark-up to cover a portion of overhead. At times, the Firm will forward bills for certain expenses incurred on the Client's behalf directly to the Client and in such circumstances the Client shall make prompt, direct payment to the originator of such bills.

Fees and costs may be awarded from the marital property either before or after its division or by other court Orders entered in the matter, or the Court may order one party to pay part or all of the other party's fees. The Court also may make no order for fees and costs. Because fees and costs awards are unpredictable, Court Orders will be considered to be merely "on account," and the Client will be liable for payment of all fees and expenses. Amounts actually received pursuant to a court Order will be credited to the Client's account.

Client may, during the course of the matter, receive monies from the opposing party, from the liquidation of assets, or from other sources related to the matter. If at the date of receipt of any such payment, there is an outstanding balance on Client's account owed the Firm, Client agrees to apply all funds received toward satisfaction of that obligation. If the payment passes through the Firm's trust account, Client authorizes Firm to withhold from Client's trust account balance and credit to Client's account sums owed to the Firm prior to making any disbursement of such funds to Client.

6. Statements. The Firm will bill the Client for all services and reimbursable disbursements on a monthly basis. All amounts billed are due upon receipt. If the account is

overdue by more than thirty (30) days, the Firm reserves the right to terminate all further services and/or apply to any Court for permission to withdraw from any litigation in which the Firm represents the Client, upon notice to that effect, or suspend the provision of any further services until the account balance is paid. An overdue account by more than thirty (30) days will accumulate interest at a rate of nine percent (9%) per annum. If the Firm must bring suit against the Client to collect any balance owed, the Client agrees to pay the Firm an additional amount of twenty-five percent (25%) of the balance owed as attorney fees or the attorney's hourly rate, whichever is charged by said attorney, and the costs of collection, plus interest, expert witness fees, arbitration fees and court costs. In the event Client account is past due, Client expressly authorizes Firm to secure a copy of Client's credit report to assist Firm in determining whether to continue to extend credit to Client or to assist Firm in the collection of Client's outstanding account. Client will be responsible for the cost of said report as a cost of representation or collection. Additionally, the Firm reserves any rights that may arise by virtue of Virginia Code Section 54.1-3932, as amended.

7. Attorney's Lien: Notice is hereby given that, according to Virginia Code § 54.13932, 1950, as amended, the Firm may have an attorney's lien on the "cause of action" for which its services are engaged as security for the incurred fees by Client to the Firm. In a divorce proceeding, this attorney's lien is automatically a lien against all marital property and assets and on any spousal support and/or child support which becomes payable in Client's matter. This lien attaches once the divorce judgment is final and disputes regarding marital property are concluded. This lien will be removed by Firm only when Client's account obligation is paid in full.

8. Client Cooperation. The Client must cooperate fully with the Firm and promptly provide the Firm with all the information needed in order to represent the Client properly and efficiently. This includes, but is not limited to, Client being truthful with Firm, keeping Firm fully informed of all developments related to their matter, not misrepresent or fail to disclose a material fact, promptly responding to Firm requests as to such matters as providing names and addresses of potential witnesses, keeping a daily log of events during this pending matter, to abide by this agreement, and to notify the Firm if there is any change in Client's address or telephone number within twenty-four hours. The Firm reserves the right to terminate all further services and/or apply to any Court for permission to withdraw from any litigation in which the Firm represents the Client, upon notice to that effect, or suspend the provision of any further services until the Client's failure to comply with this provision is remedied to Firm's satisfaction.

While being represented by Firm, the Client must regularly check Client's email and regular mail addresses that have been provided to Firm. It is the responsibility of the Client to promptly review all documents, pleadings, and correspondence while being represented by Firm in order to remain informed, up-to-date, and able to assist Firm with accurate representation. Client agrees to keep any written communication between Client and Firm confidential as it is intended only for Client. **All Clients have been advised that while married, the Client should not engage in sexual contact with another individual. Such conduct may have adverse and detrimental effect on issues in Client's legal matter.**

9. Scope of Representation. The Firm is not responsible for legal matters for which the Firm's services or advice have not been specifically requested and confirmed by the Firm in writing. The Firm has no duty to update the Client about any matter in which the Firm may have previously advised or represented the Client.
10. The Client's Right to Terminate Representation. The Client reserves the right to terminate this representation with or without cause. The Client needs to notify the Firm in writing if the Client wants to terminate the Firm's representation. Upon receipt of the Client's written notice of termination, the Firm will stop all legal work on the Client's behalf immediately with the exception of legally withdrawing from any pending matter and/or notification to opposing counsel or party to which Client agrees to be responsible for the fee related to said work.
11. Work Papers, Etc. All work papers and other materials that the Firm creates during the representation are initially property of the Firm. However, all of the Client's documents that come into possession of the Firm and copies of any of the following documents, as may be applicable, from the Firm's file will be provided to the Client as soon as reasonably possible upon request: lawyer/client and lawyer/third-party communications; the Firm's copies of documents the Client furnished (unless the originals have already been returned to the Client); pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared for the Client in the course of the representation; research materials; and ledger of billing previously submitted.
12. Waiver of Warranties. The Firm's entitlement to the fees and reimbursements for disbursements described above is not contingent upon the final outcome of any particular matter. The Firm cannot and does not warrant or predict final developments or results of any matter.
13. The Firm's Right to Terminate Representation: The Firm may withdraw from representation in this matter if the Client: insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; personally seeks to pursue an illegal course of conduct; insists that the law firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; renders it unreasonably difficult for the Firm to carry out its employment; insists that the Firm engage in conduct that is contrary to the judgment and advice of the Firm, but not prohibited under the disciplinary rules; or deliberately disregards any agreement or obligation to the Firm as to the timely payment of expenses or fees as required by this agreement for services rendered. Upon termination of representation by the Firm, the Client shall take all steps reasonably necessary and cooperate as reasonably required to free the Firm of any further obligation to perform legal services, including the execution of any documents necessary to complete the Firm's withdrawal from representation.
14. Commencement of Representation. The Firm's representation of the Client will begin when the Firm receives a signed copy of this agreement, within the provisions hereinstated, and the required deposit.

15. Entire Agreement. This agreement constitutes the entire agreement between the parties to it and may not be modified except in writing signed by the parties or their authorized representatives.

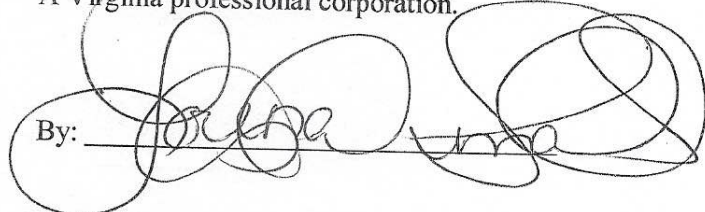
16. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

17. Assignment. This agreement may not be assigned by either except to the extent that the Firm's employment of other attorneys and third parties is expressly contemplated in this agreement.

18. Controlling Law. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia in effect at the time of such construction or enforcement, except Virginia's choice of law statutes and doctrines.

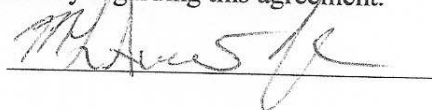
The Law Office of Lorena R. Smalls, P.C.
A Virginia professional corporation.

8/22/18
Date

By: 

By signing this Contract, I state that I can read, write and understand the English language. Further, I acknowledge that I have read all five pages of this Contract. I understand and accept the terms of this agreement. I understand that this contract involves legal rights and understand that I may consult with another attorney regarding this agreement.

8-20-18
Michael Sweet



THIS AGREEMENT IS NOT VALID UNLESS ENDORSED BY BOTH PARTIES WITHIN 30 DAYS OF EACH OTHER.

AFFIDAVIT OF DEBT

COMMONWEALTH OF VIRGINIA
CITY OF WINCHESTER, TO WIT:

I, Lorena R. Smalls, agent of the Plaintiff, am familiar with the financial records related to Michael L. Sweet's obligation to Plaintiff and further state that a Principal Sum of \$ 645.31, along with appropriate attorney's fees and costs, is owed by Michael L. Sweet as set forth in the statement of account attached hereto.

6/24/22
DATE

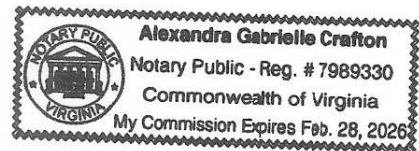
Lorena R. Smalls
AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

6/24/22
DATE

Alexandra Gabrielle Crafton
 CLERK DEPUTY CLERK MAGISTRATE JUDGE

NOTARY PUBLIC My Commission expires: _____



Law Office of Lorena R. Smalls, P.C.
 20 East Piccadilly Street
 Suite 1
 Winchester, VA 22601
 (540) 667-2015

Law Office of Lorena R. Smalls, P.C.

Michael L Sweet
 Winchester, VA 22601

Balance \$645.31
Invoice # 14386
Invoice Date May 25, 2022
Payment Terms Due on Receipt
Due Date May 25, 2022

Sweet, Michael (D18-24048)

Securely pay online with your credit card
<https://law-office-of-lorena-r-smalls-pc.mycase.com/xp4up2q3>



Unpaid Invoice Balance Forward

Invoice #	Invoice Total	Amount Paid	Due Date	Balance Forward
14362	\$640.51	\$0.00	04/25/2022	\$640.51

Balance Forward: **\$640.51**

Adjustments

Item	Applied To	Type	Description	Basis	Percent	Line Total
Interest	Balance Forward Total	% - Percentage		\$640.51	0.75%	\$4.80

Addition Total: **\$4.80**

Sub-Total:	\$0.00
Balance Forward:	\$640.51
Additions:	\$4.80
Total:	\$645.31
Amount Paid:	\$0.00
Balance Due:	\$645.31

**AFFIDAVIT – DEFAULT JUDGMENT
SERVICEMEMBERS CIVIL RELIEF ACT**

Commonwealth of Virginia VA. CODE § 8.01-15.2

Case No.

RETURN DATE AND TIME

- Circuit Court General District Court
- Juvenile and Domestic Relations District Court

WINCHESTER

CITY OR COUNTY

LAW OFFICE OF LORENA R. SMALLS, P.C.

v./In re:

MICHAEL L. SWEET

I, LORENA R. SMALLS, the undersigned affiant, states the following under oath:

PRINT NAME

- The defendant/respondent is in military service. is not in military service.
- The affiant is unable to determine whether or not the defendant/respondent is in military service.

The following facts support the statement above:

During representation of Defendant, he was not in military service.

Pursuant to 50 U.S.C. § 3931, if the court is unable to determine whether the defendant/respondent is in military service based upon the affiant's statement, the court, before entering judgment, may require the plaintiff/petitioner to file a bond in an amount approved by the court.

DATE

AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

DATE

[] CLERK [] DEPUTY CLERK [] MAGISTRATE [] JUDGE [] INTAKE OFFICER

FOR NOTARY PUBLIC'S USE ONLY:

State of Virginia [] City [] County of Winchester

Acknowledged, subscribed and sworn to before me this 24 day of June, 20 22.

7989330

NOTARY REGISTRATION NUMBER



Alexandra Gabrielle Crafton
Notary Public - Reg. # 7989330

NOTARY PUBLIC

My commission expires:

NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:

Where appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act, the court may assess reasonable attorney fees and costs against any party as the court deems appropriate, including a party aggrieved by a violation of the Act, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment. Further, counsel appointed pursuant to the Servicemembers Civil Relief Act shall not be selected by the plaintiff or have any affiliation with the plaintiff.

FOR COURT USE ONLY:

[] ORDER OF APPOINTMENT OF COUNSEL

I find that appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

[] The lawyer shall be paid a fee of \$ for serving as counsel for the absent servicemember.

NAME, ADDRESS OF COURT APPOINTED LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

[] STAY OF PROCEEDINGS

I find that a stay of proceedings is required pursuant to 50 U.S.C. § 3931 and, therefore, such a stay, for a minimum period of 90 days, is ordered until

NEXT HEARING DATE AND TIME

DATE

JUDGE