

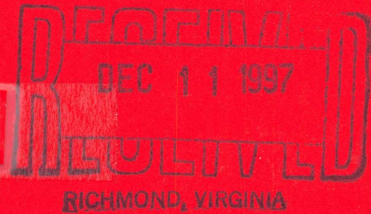
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IN THE
Supreme Court of Virginia

AT RICHMOND

RECORD NO. 970941

CLERK
SUPREME COURT OF VIRGINIA



**INDER CHAWLA and
VERA B. CHAWLA,**

Appellants,

v.

BURGER BUSTERS, INC.,

Appellee.

**JOINT APPENDIX
Volume IV**

R. Terrence Ney
McGUIRE, WOODS, BATTLE
& BOOTHE, L.L.P.
8280 Greensboro Drive
Suite 900
Post Office Box 9346
McLean, Virginia 22102
(703) 712-5401

Daniel M. O'Connell, Jr.
O'CONNELL & MAYHUGH
82 Main Street
Warrenton, Virginia 22186
(540) 347-2424

Counsel for Appellants

J. Gray Lawrence, Jr.
FAGGERT & FRIEDEN, P.C.
1435 Crossways Boulevard
Suite 200
Chesapeake, Virginia 23220-2840
(757) 424-3232

Wyatt B. Durette, Jr.
DURRETTE, IRVIN & BRADSHAW, P.C.
Twentieth Floor, Main Street Centre
600 East Main Street
Richmond, Virginia 23219
(804) 780-0505

Counsel for Appellee

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LAW OFFICES
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Zimmerman, White & Mims**

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Burgerbusters, Inc.

V. CH93-266

Inder Chawla et al

Filed 12/12/96

Pltff Exhibit 10
WJP Judge

November 13, 1996

Daniel M. O'Connell, Jr., Esquire
O'CONNELL & MAYHUGH, P.C.
82 Main Street
Warrenton, Virginia 22186

RE: *Burgerbusters Inc. v. Inder Chawla, et al.*
Chancery No.: 93-266

IN ACCOUNT WITH
BRAULT, PALMER, GROVE, ZIMMERMAN, WHITE & MIMS

IRS #54-0633630

THOMAS C. PALMER, JR.

<u>1996</u>	<u>SERVICES RENDERED</u>	<u>HOURS</u>
03-24	Reviewed correspondence, materials and bills from O'Connell	1.20
03-25	Telephone conference with O'Connell	.25
03-30	Reviewed Amended Complaint and Lease Agreement	.75
06-23	Reviewed correspondence with Judge Robertson's letter opinion of June 12, 1996	.25

FAIRFAX OFFICE
10533 MAIN STREET
P. O. BOX 1010
FAIRFAX, VIRGINIA 22030-1010
(703) 273-6400
FAX (703) 273-3514

DISTRICT OF COLUMBIA OFFICE
601 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20004
(202) 639-8925

Daniel M. O'Connell, Jr., Esquire
RE: *Burgerbusters Inc. v. Chawla, et al.*
November 13, 1996
Page 2

09-24	Received and reviewed correspondence from O'Connell with attached discovery responses and material	.65
10-14	Received and reviewed copy of O'Connell Memo to Judge Robertson with attached cases; reviewed headnotes of cases	.30
10-26	Review files	4.00
10-28	Review files	4.20
10-29	Review transcripts of Kimball & Reith testimony at O'Connell's office; review Hearing transcripts (brief) Conference with O'Connell	1.25 1.00
10-30	Finish review; dictate opinion	2.00
10-31	Received and reviewed copy of Lawrence's letter of October 30 from O'Connell	.10
11-06	Telephone call from O'Connell's Assistant (Secretary)	.00
11-07	Telephone call from O'Connell's Assistant (Secretary)	.00
11-12	Telephone call from O'Connell's Assistant (Secretary)	.00
TOTAL HOURS		<u>15.95</u>

Daniel M. O'Connell, Jr., Esquire
RE: *Burgerbusters Inc. v. Chawla, et al.*
November 13, 1996
Page 3

SUMMARY

FEE:

THOMAS C. PALMER, JR.
15.95 Hours @ \$175.00/Hour = \$2,791.25

TOTAL DUE BRAULT, PALMER, GROVE, ZIMMERMAN,
WHITE & MIMS \$2,791.25

TCPjr:gml

J. O'Connell
12/2/96

HOURS/DOLLARS OF "M"

J. Andrew Basham (JAB)(rate = \$75.00/hr.)

0.6	45.00
0.6	45.00
8.6	645.00
4.1	307.50
16.9	1,267.50
7.1	532.50
6.5	487.50
15.2	1,140.00
3.1	232.50
0.4	30.00
0.3	22.50
19.5	1,462.50
0.9	67.50
5.9	442.50
8.9	667.50
4.3	322.50
1.2	90.00
0.2	15.00
4.1	307.50
1.2	90.00
0.2	15.00
<u>13.9</u>	<u>1,042.50</u>
123.7	\$9,277.50

PLTFS Exhibit 11
WMP Judge

John Cussen (JC) (rate = \$100.00/hr.)

0.5	50.00
0.5	50.00
<u>1.8</u>	<u>180.00</u>
2.8	\$280.00

John C. McLemore (JCM) (rate = \$125.00/hr.)

0.5	\$62.50
-----	---------

Stephen C. St.John (SCS) (rate = \$150.00/hr.)

0.4	\$60.00
-----	---------

Michael B. Hamar (MBH) (rate = \$125.00/hr.)

0.3	37.50
0.6	75.00
<u>0.9</u>	<u>112.50</u>
1.8	\$225.00

Thomas W. Dunbar (TWD)(rate = \$125.00/hr.)

0.2	\$ 25.00
-----	----------

Lori Friedburg (LJF)(summer associate)(rate = \$50.00/hr.)

16.2	810.00
<u>0.2</u>	<u>10.00</u>
16.4	\$820.00

Robin Gulick (Pearson&Pearson bills)(rate = \$125.00/hr.)

0.6	\$75.00
-----	---------

TOTAL HOURS: 146.4

TOTAL DOLLARS: \$ 10,825.00

a:\misc\minor.sty

FAGGERT & FRIE
ATTORNEYS AND COUNSEL

Burgerbusters, Inc.

v. CH93-266

870 GREENBRIER CIRCLE, SUITE 300
CHESAPEAKE, VIRGINIA 23320

Inder Chawla et al

Filed 12/13/96

August 31, 1

PLTFF Exhibit 12

Judge

VIA FACSIMILE

1-301-469-6143

Dr. Inder Chawla
Sonina Properties
1031 Holly Hill Place
P. O. Box 59236
Potomac, Maryland 20854

Re: BurgerBusters w. Inder Chawla
Warrenton, Virginia
Our File No. 0143.036

Dear Dr. Chawla:

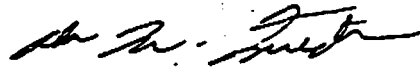
In reference to the above-captioned matter, Tassos Paphites has asked that I advise you that although he has been waiting patiently, to date the punchlist has not been completed and you have not rolled and restriped all paved surfaces and put a new coat of sealant on the paved surfaces as required by your Agreement of April 23, 1993. Accordingly, since there are deficiencies in the pavement and in accordance with your Agreement of April 23, 1993, BurgerBusters requires that you immediately re-asphalt the entire paved area of the Demised Premises with a minimum of one and one-half inches of asphalt of the same quality as required by the Lease and resurface and restripe the asphalt on the entire paved area of the Demised Premises. Mr. Paphites would appreciate it if you could give him a call to schedule a meeting at the restaurant in order to review the punchlist work which has not been completed and the parking lot work prior to your undertaking same. This meeting should be scheduled as soon as possible as it is imperative that the work be corrected immediately.

In terms of your request for BurgerBusters' approval to deviate from the plan of development of the shopping center, BurgerBusters will not be in a position to review your request until such time as the punchlist and parking lot have been completed. As you know, there can be no deviation from the plan of development of the shopping center without BurgerBusters' consent and if any such work is undertaken without BurgerBusters' consent we have been instructed to file an immediate request for an injunction prohibiting such development. Hopefully you can meet

Dr. Inder Chawla
August 31, 1993
Page 2

Tassos at the restaurant this week and begin the work which he has been waiting for so that the parties can resume an applicable relationship.

Sincerely,



Alan M. Frieden

AMF/vm

cc: Mr. Tassos J. Paphites (via facsimile)

0143\036\1-dr5.amf

FAGGERT & FRI
ATTORNEYS AND COUNSEL

Burgerbusters, Inc.

V.

CH93-266

870 GREENBRIER CIRCLE, SUITE 300
CHESAPEAKE, VIRGINIA 23320

Inder Chawla et al

Filed 12/13/96

September 22

PLTff
Exhibit 13

Judge

VIA FACSIMILE AND REGULAR MAIL

Dr. Inder Chawla
Sonina Properties
1031 Holly Hill Place
Post Office Box 59236
Potomac, Maryland 20859

Re: BurgerBusters Inc.
w. Inder Chawla
Warrenton, Virginia
Our File Number 0143.036

Dear Dr. Chawla:

In regard to the above-referenced matter, I received your letter of September 21, 1993 and I appreciate your responding to me. You, however, cannot accept BurgerBusters approval to seal the parking lot without accepting all of the terms and conditions of my letter of September 9, 1993 and evidencing your acceptance by executing the letter. As I pointed out in my letter of September 17, 1993, BurgerBusters is only agreeable to your sealing the parking lot if you are agreeable to the terms of my letter of September 9, 1993. If you are not agreeable to the terms of my letter, then BurgerBusters is not agreeable to your sealing the parking lot and pursuant to your agreement with BurgerBusters, you are hereby notified that BurgerBusters expects you immediately to re-asphalt, re-surface and re-stripe the asphalt on the entire area of the demised premises.

In terms of your statements regarding Brown Building, my client does not agree with these statements and quite frankly does not understand your position. Your contract with Brown Building requires Brown Building to complete the punchlist and provides that the retainage will not be paid until the punchlist is completed. The punchlist has not been completed and therefore Brown Building is not entitled to get paid according to the terms of your contract with Brown Building. As soon as Brown Building completes the punchlist, then it is entitled to get paid. There is nothing complicated about Brown Building's responsibilities to you or your responsibilities to BurgerBusters. Each of these responsibilities are set forth in the various agreements between the parties. Brown Building does not need a note to insure that it is going to be paid after completing its work because it already has a contract which provides for payment after completion of the punchlist. You in

Dr. Inder Chawla
September 22, 1993
Page 2

turn have a contract with BurgerBusters which provides BurgerBusters will receive the premises in a certain condition and the premises has not been received in that condition. BurgerBusters certainly is not going to indemnify you for breaching your agreement with BurgerBusters nor would BurgerBusters expect you to pay Brown Building when Brown Building has not completed its contract with you. If the provisions of my letter of September 9, 1993 regarding the correction of the punchlist items are not agreeable to you and if Brown Building will not agree to perform the punchlist work, BurgerBusters will complete the punchlist and deduct the cost of these items, together with 20% overhead from its rent. While my client wants to resolve all matters in an amicable fashion, it cannot agree to your request to permit Brown Building to breach its contract or permit you to breach your contract. If you do not agree to the terms of my letter of September 9, 1993 and all remaining issues cannot be resolved on an amicable basis, then my client is prepared to do whatever is necessary to protect its interest. If you break ground on the bank building prior to the resolution of all issues in accordance with your agreements with BurgerBusters, then BurgerBusters will file an injunction against you to prevent such construction. BurgerBusters sincerely hopes this will not be necessary; however, it expects Brown Building to live up to its contract with you and you to live up to your agreement with BurgerBusters.

Sincerely yours,



Alan M. Frieden

AMF/vm
cc: Mr. Tassos J. Paphites

0143\036\1-chaw10.amf

301 469 6143

Inder Cha

V.

CH93-266

Inder Chawla et al

Filed 12/13/96

PLTff

Exhibit 14

Judge

(301) 469-6573

September 24, 1993

Mr. Alan Frieden
Faggert & Frieden, P.C.
870 Greenbrier Circle, Suite 300
Chesapeake, VA 23320

RE: Letter of September 22
Toco Bell

Dear Mr. Frieden:

I am amazed reading the content of your letter dated September 22, 1993. Ever since I was introduced to Mr. Paphites, three years ago, I have leaned over backwards to satisfy his needs. Schedules, change orders, etc. for smother operations of Taco Bell in Warrenton. I have signed numerous documents after the lease execution which were sent to me by your employee Mr. Sam Eisley to make Mr. Paphites comfortable, so he could have possible the best tenancy at my property. I even signed a "False Lease" prior to the negotiations of the "Real Lease" so as to help Mr. Paphites fulfill his requirements with the Toco Bell Corporation. I have spent over \$1,000,000 to house Burger Busters in Warrenton and yet you keep on insisting that I sign further documents authorizing Burger Busters to deduct a portions of the rent of a few never ending punch list items if they are not completed by the contractor by a certain date. I absolutely and categorically refuse to sign any documents generated by your law office which is designed to create havoc with the rent and obligates me needlessly to Burger Busters.

The sealing and restriping of the parking lot is in compliance with my agreement with Burger Busters. If Mr. Paphites does not indicate his approval on the proposal outlined by Midland Asphalt Corporation via his execution, I do not have any recourse, but to cancel the scheduled work by Midland for next week. As far as reasphalting, resurfacing of the parking lot, this is not on the site plan which was approved by Burger Busters. The agreement of April 23, 1993 was signed with the understanding that there was a good possibility of the parking lot structurally failing since it was paved during the winter months: Contrary, to date the parking lot is in excellent condition, with no sign of potholes or any soft spots. In fact, my engineers and other consultants have advised me against repaving and reasphalting as this would change the grades and drainage of the lot, block several pipes and will be a detriment to the entire property. I will however, continue to

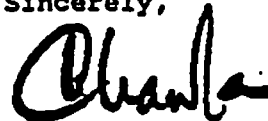
warrant the parking lot for two years, as per agreement and correct any deficiencies, as needed.

As far as a resolution of the matter with Brown Building, nothing you said in your letter is new. In fact, you failed to offer any solution in how to break the impasse. Brown strongly feels that they have been out at the restaurant a number of times in the past four months and will not address further maintenance repairs until they are paid for the contract work. I will be looking to Burger Busters to pay my legal fees in defense against Brown Building as per lease agreement. I find it rather ironic that Brown was recommended by Burger Busters for the Warrenton project, has performed several buildouts in the past for Burger Busters, and is presently involved in a buildout, that this matter can not be resolved.

Finally, I am not impressed by your repeated threats to file an injunction against construction of the bank building. This construction is in no way going to interfere with the operations of the restaurant. In fact, delaying or stopping this construction is going to cause irreparable financial damage to Sonina Properties. The bank building is in total compliance with our lease agreement with Burger Busters. In fact, Burger Busters is in violation of the lease by unreasonably withholding the signing off on the site plan requested on August 8, 1993, when a preliminary approval was obtained in April 1993. Any attempts to file an injunction will be vigorously resisted and I can assure you of going to great lengths to ask for financial compensation against Burger Busters/Alan Frieden for a frivolous attempt.

I would like at this time to arrange a face to face meeting between Mr. Paphites (not his representatives), Ronnie Brown, and myself at the earliest possible opportunity to resolve the above issues. If you see merit in this meeting, please contact my office for the coordination.

Sincerely,



Inder Chawla, President
Sonina Properties

V. CH93-266

Inder Chawla et al

Filed 12/13/96

PLTff

Exhibit 15

Judge

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 03-01-96

ACC'T NO.

MRV002196-1

RE: V. CHAWAL, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
02-06-96	Telephone conf. with Ms. Cleary and Ms. Gray re: expert testimony; open new file	RDF	0.40	
02-12-96	Telephone conf. with Mr. Lawrence's staff re: dates; conference with Mr. Lawrence	RDF	0.20	
02-13-96	Review memo from Ms. Cleary	RDF	0.20	
02-13-96	Review memo from Ms. Cleary and new case re: attorney's fees	RDF	0.30	
02-13-96	Conference with Mr. Lawrence re: expert testimony issues	RDF	1.00	
02-16-96	Telephone conf. with Attorney Marie Cleary	RDF	0.20	
02-22-96	Telephone conf. with Attorney Lawrence	RDF	0.20	
TOTAL FOR THE ABOVE SERVICES			2.50	\$437.50
TOTAL FOR CURRENT PERIOD				\$437.50
PREVIOUS BALANCE				\$0.00
TOTAL				\$437.50
TOTAL PAYMENTS				\$0.00
AMOUNT DUE				\$437.50

NOTICE: All Sums More Than Thirty Days Past Due Shall Accrue Interest at the Rate of 1.5% Per Month. Payments Received After The First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 03-01-96

ACC'T NO. MRV002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	2.50	\$437.50
	-----	-----	-----
TOTAL	\$175.00	2.50	\$437.50

BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
 1435 CROSSWAY BLVD., SUITE 200
 CHEESAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 04-01-96

ACC'T NO. MRV002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
 FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
02-22-96	Long distance call	FEE		\$0.63
03-06-96	Review correspondence from Attorney Cleary and fee exhibit; telephone conf. with Mr. Lawrence and Ms. Cleary re: same	RDF	0.70	
03-06-96	Review and analyze case procedural history and activity re: motions, discovery and pleadings	RDF	1.70	
03-07-96	Review billing statements in detail; telephone conf. with Ms. Cleary re: same	RDF	3.00	
03-07-96	Review pleadings	RDF	1.00	
03-08-96	Review final decree and application for attorney's fees	RDF	0.20	
03-13-96	Telephone conf. with Mr. Lawrence	RDF	0.20	
03-27-96	Telephone conf. with Ann Marie Cleary	RDF	0.20	
TOTAL FOR THE ABOVE SERVICES			7.00	\$1,225.63
PREVIOUS BALANCE				
			TOTAL FOR CURRENT PERIOD	\$1,225.63
				\$437.50
			TOTAL	\$1,663.13
			TOTAL PAYMENTS	\$0.00
			AMOUNT DUE	\$1,663.13

NOTICE: All Sums More Than Thirty Days Past Due Shall Accrue
 Interest at the Rate of 1.5% Per Month. Payments Received After The
 First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEESAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 04-01-96

ACC'T NO. MRV002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	7.00	\$1,225.00
FEE			\$0.63
	-----	-----	-----
TOTAL	\$175.09	7.00	\$1,225.63

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 05-01-96

ACC'T NO.

RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
03-06-96	Long distance call	FEE		\$3.81
03-13-96	Long distance call	FEE		\$1.93
04-02-96	Telephone conf. with Mr. Lawrence	RDF	0.20	
TOTAL FOR THE ABOVE SERVICES			0.20	\$40.74

TOTAL FOR CURRENT PERIOD	\$40.74
PREVIOUS BALANCE	\$1,663.13

TOTAL \$1,703.87

DATE	PAYMENTS	
04-15-96		\$437.50
TOTAL PAYMENTS		\$437.50
AMOUNT DUE		\$1,266.37

NOTICE: All Sums More Than Thirty Days Past Due Shall Accrue
Interest at the Rate of 1.5% Per Month. Payments Received After The
First of the Month Will Not be Reflected on This Statement.

PAGE 2

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 05-01-96

ACC'T NO.

RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	0.20	\$35.00
FEE			\$5.74
	-----	-----	-----
TOTAL	\$203.70	0.20	\$40.74

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEESAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 06-01-96
ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
04-02-96	Long distance call	FEE		\$0.35
05-14-96	Telephone conf. with Mr. Lawrence and Mr. Cleary re: case status	RDF	0.30	
TOTAL FOR THE ABOVE SERVICES			0.30	\$52.85

PREVIOUS BALANCE	TOTAL FOR CURRENT PERIOD	\$52.85
		\$1,266.37

TOTAL \$1,319.22

DATE	PAYMENTS	
05-06-96		\$1,663.13
TOTAL PAYMENTS		\$1,663.13

RETAINER BALANCE \$343.91 C

NOTICE: All Sums More Than Thirty Days Past Due Shall Accrue
Interest at the Rate of 1.5% Per Month. Payments Received After The
First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 06-01-96
ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	0.30	\$52.50
FEE			\$0.35
	-----	-----	-----
TOTAL	\$176.17	0.30	\$52.85

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEESAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 07-01-96
ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
06-11-96	Telephone conf. with Attorney Lawrence	RDF	0.20	
06-12-96	Review and organize client documents in preparation for in-depth review re: research issue	RDF	0.40	
06-17-96	Review correspondence from Attorney Lawrence with opinion	RDF	0.20	
TOTAL FOR THE ABOVE SERVICES			0.80	\$140.00
PREVIOUS RETAINER BALANCE				
TOTAL FOR CURRENT PERIOD				\$140.00
				\$343.91 C
			TOTAL	\$203.91 C
TOTAL PAYMENTS				\$0.00
RETAINER BALANCE				\$203.91 C

NOTICE: All Sums More Than Thirty Days Past Due Shall Accrue
Interest at the Rate of 1.5% Per Month. Payments Received After The
First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
 1435 CROSSWAY BLVD., SUITE 200
 CHEASAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 07-01-96

ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	0.80	\$140.00
	-----	-----	-----
TOTAL	\$175.00	0.80	\$140.00

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEESAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 08-01-96
ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
06-11-96	Long distance call	FEE		\$1.22
07-19-96	Telephone conf. with Attorney Cleary re: case status; review additional case law re: recovery of legal fees	RDF	0.40	
07-19-96	Review legal research re: attorney's fees awards	RDF	1.20	
TOTAL FOR THE ABOVE SERVICES			1.60	\$281.22
			TOTAL FOR CURRENT PERIOD	\$281.22
PREVIOUS RETAINER BALANCE				\$203.91 C
			TOTAL	\$77.31
			TOTAL PAYMENTS	\$0.00
			AMOUNT DUE	\$77.31

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First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 08-01-96

ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	1.60	\$280.00
FEE			\$1.22
	-----	-----	-----
TOTAL	\$175.76	1.60	\$281.22

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 09-01-96
ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
07-19-96	Long distance call	FEE		\$1.50
08-30-96	Telephone conf. with Attorney Lawrence and Attorney Cleary	RDF	0.30	
TOTAL FOR THE ABOVE SERVICES			0.30	\$54.00
PREVIOUS BALANCE			TOTAL FOR CURRENT PERIOD	\$54.00 \$77.31
			TOTAL	\$131.31
			TOTAL PAYMENTS	\$0.00
			AMOUNT DUE	\$131.31

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BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
 1435 CROSSWAY BLVD., SUITE 200
 CHEASAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 09-01-96

ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	0.30	\$52.50
FEE			\$1.50
	-----	-----	-----
TOTAL	\$180.00	0.30	\$54.00

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 10-01-96
ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

PREVIOUS BALANCE	TOTAL FOR CURRENT PERIOD	\$0.00
		\$131.31
	TOTAL	\$131.31
	TOTAL PAYMENTS	\$0.00
	AMOUNT DUE	\$131.31

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First of the Month Will Not be Reflected on This Statement.

BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
 1435 CROSSWAY BLVD., SUITE 200
 CHEASAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 11-01-96

ACC'T NO. RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
 FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
10-10-96	Review correspondence from Attorney Lawrence to court	RDF	0.20	
10-14-96	Telephone conf. with Attorney Lawrence	RDF	0.20	
10-18-96	Telephone conf. with Attorney Lawrence re: supplemental opinion on billing format and case status	RDF	0.30	
10-22-96	Review letter from Attorney Lawrence and draft supplemental interrogatory answer; call Attorney Lawrence	RDF	0.20	
10-29-96	Review case pleadings	RDF	0.50	
10-29-96	Review plaintiff's discovery responses re: attorney's fees issues; telephone conf. with Attorney Lawrence and Attorney Cleary re: same	RDF	0.70	
TOTAL FOR THE ABOVE SERVICES			2.10	\$367.50

DATE	EXPENSES		
10-01-96	Copies of Legal Research	\$6.27	
TOTAL FOR THE ABOVE EXPENSES			\$6.27

	TOTAL FOR CURRENT PERIOD	\$373.77
PREVIOUS BALANCE		\$131.31

TOTAL \$505.08

TOTAL PAYMENTS \$0.00

PAGE 2

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 11-01-96
ACC'T NO. RDF002196-1

AMOUNT DUE \$505.08

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 CHEASAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 11-01-96

ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	2.10	\$367.50
	-----	-----	-----
TOTAL	\$175.00	2.10	\$367.50

BURGER BUSTERS, INC.
FAGGERT & FRIEDEN
1435 CROSSWAY BLVD., SUITE 200
CHEASAPEAKE, VA 23320
Attn: ANN MARIE CLEARY

BILLING DATE 12-01-96

ACC'T NO.

RDF002196-1

RE: V. CHAWLA, INDER & VIRA & SOUTHERN
FINANCIAL FEDERAL SAVINGS

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME
10-30-96	Telephone conf. with Attorney Lawrence; review Attorney Palmer's s letter re: opinion	RDF	0.30
11-06-96	Analyze Mr. Palmer's opinions and begin reply to same	RDF	0.70
11-07-96	Telephone conf. with Attorney Lawrence	RDF	0.40
11-11-96	Review and analyze Hensley v. Eckhert opinion	RDF	0.80
11-11-96	Review file in light of Ms. Palmer's comments; review pleadings re: issue of related vs. unrelated claims to assess Mr. Palmer's argument re: fees only for claims upon which petitioner prevailed	RDF	3.00
11-12-96	Conference with Mr. Lawrence; review of billing statements re: issues raised by Mr. Palmer; telephone conf. with Ms. Cleary re: review of billing records	RDF	1.00
11-12-96	Detail review of Gary Pearson's records re: Mr. Palmer's position about excessive fees	RDF	1.80
11-20-96	Analyze duplication of effort argument raised by Mr. Palmer; detailed review of bills re: same	RDF	3.10
11-21-96	Telephone conf. with Attorney Lawrence re: depositions and pretrial preparation	RDF	0.20
11-21-96	Telephone conf. with Attorney Durrett re: Mr. Palmer's report and trial preparation	RDF	0.20
11-21-96	Detailed review of billing records re: Mr. Palmer's duplication of effort argument	RDF	0.80

BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
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 CHEESAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 12-01-96

ACC'T NO.

RDF002196-1

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	
11-22-96	Detailed review of billing statements re: defendants' argument about duplication of effort	RDF	2.00	
11-25-96	Review correspondence from Ms. Cleary and memo re: increased litigation efforts resulting from opposing counsel's actions	RDF	0.30	
11-25-96	Detailed review of bills re: defendant's duplication of effort argument	RDF	2.20	
11-25-96	Detailed review of bills re: defense of duplication of effort; analyze data re: same for eighteen months	RDF	1.80	
11-26-96	Telephone conf. with Mr. Durette re: depositions; review billing records	RDF	0.20	
11-26-96	Detailed review of billing records re: defendant's duplication of effort defense	RDF	3.50	
11-26-96	Detailed review and study of Burger Busters' discovery responses re: application for attorney's fees	RDF	1.20	
11-26-96	Prepare for telephone conference with Attorney Durette	RDF	0.70	
11-26-96	Telephone conf. with Mr. Lawrence, Mr. Cleary and Mr. Durette re: trial strategy	RDF	1.00	
11-27-96	Telephone conf. with Mr. Durette and Mr. Lawrence re: facts and opinions	RDF	1.00	
TOTAL FOR THE ABOVE SERVICES			26.20	\$4,585.00
PREVIOUS BALANCE				
			TOTAL FOR CURRENT PERIOD	\$4,585.00
				\$505.08

BURGER BUSTERS, INC.
 FAGGERT & FRIEDEN
 1435 CROSSWAY BLVD., SUITE 200
 CHEASAPEAKE, VA 23320
 Attn: ANN MARIE CLEARY

BILLING DATE 12-01-96

ACC'T NO. RDF002196-1

	TOTAL	\$5,090.08
TOTAL PAYMENTS		\$0.00
	AMOUNT DUE	\$5,090.08

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 Attn: ANN MARIE CLEARY

BILLING DATE 12-01-96

ACC'T NO. RDF002196-1

PROFESSIONAL SERVICES RENDERED RECAP

TIMEKEEPER =====	EFFECTIVE RATE =====	TIME =====	CHARGE =====
RDF	\$175.00	26.20	\$4,585.00
	-----	-----	-----
TOTAL	\$175.00	26.20	\$4,585.00

**BURGER BUSTE
REBUTTAL TO TOM**

Filed 12/13/96

PITF Exhibit 16
[Signature] Judge

A. Reasonable hourly rate \$125
 not need expert.

Response: Other than JGL's rate of \$200/hr until he joined F&F in 10/95, when fee was reduced to 150, this does not appear to be a problem. At most, would reduced JGL's fees by \$25/hr, or .125 of his fees. Prior to joining F&F in 10/95, JGL's fees were \$43,240, and at most this deduction would be \$5,405. However, for commercial litigators in Northern Virginia/D.C., \$200/hour is not an unusual or unreasonable fee. *RANGE for partners \$150-250, F&F on low side.*

B. Duplication of effort related to everything being discussed by everyone.

Response: Some insurance companies aggressively beat down fees from firms who are willing to bill less than they normally would bill in order to maintain large volume insurance work. Billing policies about inter-office conferences are not uniform among all large sophisticated clients.

Attorneys should expedite the legal process to extent possible and not over staff a case, but should take as much time as necessary to reasonably complete a project. Multiple conferences about every aspect of a case by everyone involved in the case is not reasonable. However, some conferences among attorneys ~~are~~ *are* appropriate, particularly in important cases involving complex fact and legal issues. Moreover, when conferences are for the purpose of delegating work to the most appropriate level, such as a partner conferring with associate about research, discovery and hearing or trial preparation of discovery tools, then the conferences actually produce a cost savings to the client by allowing work to be done at the least expensive most appropriate level.

Furthermore, true duplication of effort is when more than one attorney is doing the same thing. The exchange of ideas and strategy, or the giving of instructions to perform other work is not duplication of effort.

The principal billing attorneys in this case were Frieden, Sachs, Cleary and Lawrence. Prior to entry of the final decree and the focus on the fee application, (10/93 to 12/95), the total fees for their firms equalled \$265,781, of which \$32,011

was for conferences among the attorneys related to pleadings, discovery and trial strategy. In 1996, the total fees for F&F itemized bill from January to October 30, 1996, were \$76,483, of which \$8,100 (or 10%) related to conferences among attorneys. Thus, the office conference fees were approximately \$40,000 of approximately \$342,264 in fees billed by JGL's former firm and F&F. (Total fees do not include Pearson's fees of \$29,000.)

(Did not include Legal Assistant's conferences with attorneys because of different skill level, hence no duplication, although did include attorneys conference with the legal assistants on assumption that attorney could have done the work of the legal assistants, albeit at a higher rate. Also did not include in calculations conferences in which attorneys and clients were both involved because each attorney brings different perspective and input in preparation with client that does not duplicate the efforts of the other attorney. Finally, did not include conferences with local counsel Pearson, as communications with local counsel to coordinate his efforts and avoid additional travel time are justified a cost effective, even if there is some duplication of effort).

Thus, even assuming, as Mr. Palmer apparently has, that all attorney conference time represented duplication of effort, the maximum deduction that could be allowed is \$40,000. This reduction would be too large, however, even if there had been true duplication of effort because only part of the time would represent a duplication of effort; the other portion would represent the time for the original effort of the attorney who instigated the conference to share the idea or discuss the document with the other attorney. In a situation of true duplication of effort, 50% of the fees would still be appropriate as the original effort, so no more than \$20,000 should be reduced from the fee application if you accept the opinion that all conferences among attorneys represent duplication of effort.

C. Travel time. 33 court appearances of which some could have been handled by local counsel (e.g., discovery motions and entry of order re prior motions)

Response: Parties may employ counsel of their choice, and some travel time is common for many cases in Northern Virginia, such as to Warrenton from D.C., or to Alexandria from Warrenton. Such trip frequently involve at least 2 hours of travel time, and courts routinely included awards of fees for travel time in both state and federal court. Given BBI's long term professional relationship with its Tidewater attorney's, who also prepared the documents in question, and therefore were obvious choices to litigate issues related to those documents, there is nothing inappropriate about using Tidewater counsel to handle litigation in Warrenton. Moreover, such travel time involving multiple attorneys included discussions regarding case status and strategy, which is reasonably necessary in prosecution of the case.

When the matter involved issues of importance or as to which lead counsel had prior involvement, lead counsel appropriately attended the hearings. When the matters were more routine, petitioner used local counsel to handle the court appearance.

D. Motions for entry of order unnecessary because had court reporter and letter opinions.

Response: Orders which summarize the substance of rulings are sometimes preferable to reliance on reference to lengthy record. Moreover, O'Connell also noticed hearings for entry of orders, to which F&F had to respond. Moreover, it appears that several matters were normally heard on motions days, so argument on which order to enter would have just been one of many things heard.

E. Pearson's \$18,432 bill excessive for work limited to TRO.

Response: GARY PERSON DID FAR MORE THAN JUST ARGUE A MOTION FOR TRO AND PREPARE SUBPOENAS AS ASSERTED BY PALMER. ORIGINAL COMPLAINT REFERENCED IN THE M/TRO WAS REVISED BY PEARSON TO FOCUS MORE ON INTERRUPTION OF UTILITIES.

THE TRO HEARING WAS 11/1 AND PER PEARSON, THE ENTRY OF 6.2 HOURS ON 11/2 ("PREPARE TEMPORARY INJUNCTION ORDER"), ACTUALLY SHOULD HAVE BEEN FOR 11/1/93 AND IT RELATED TO PREPARATION FOR THE HEARING.

UP TO 11/2, THE TOTAL TIME FOR THE TRO IS 15.4 HOURS AT 125/HR WHICH EQUALS \$1925 PLUS COSTS.

AFTER TRO HEARING:

SPOKE TO A SURVEYOR.

SPOKE TO FRIEDEN AND CLEARY

REVIEWED AMENDED PLEADING

SPOKE TO CLERK RE SCHEDULING TRIAL

PREPARED AND ARGUED MOTION TO AMEND PLEADING

SET CASE FOR MOTIONS DAY TO SCHEDULE TRIAL

PREPARE SUBPOENAS FOR DOCUMENTS AND ARRANGE SERVICE

EFFORTS TO ARRANGE FENCE AND GET PERMIT FROM TOWN

PREPARE PRECISE AND REVIEW MOTION COMPEL 6/3/93 AND CONFER

WITH CLEARY RE MOTION TO COMPEL

CONFERENCES WITH SKIP SACKS

COURT APPEARANCE RE M/D SFB M/DJ

CONFERENCES WITH ALBRECHT RE TOWN ZONING ORDINANCE

RESEARCH TOWN ORDINANCE RE PERMIT FOR BARRIERS

FILE ANSWER IN COURT

CONFER WITH TACO BELL'S ATTY (DUGGAN) AND PREP DOCS FOR SAME.

RESEARCH APPRAISAL EXPERTS FOR PARKING SPACE ISSUE.

REVIEW MOTIONS, PREPARE FOR AND ATTEND HEARING ON 8/9/94 ON DEF'S M/COMPEL, M/EXTEND TRIAL, AND M/ENTER ORDERS

P CT SACKS RE MOTIONS, TELE CONFS WITH COUNSEL AND ON-SITE CONFERENCES WITH CHRIS PAPHITES.

CONFERENCE WITH BETH MUNRO.

REVIEW PLEADINGS AND DISCOVERY, CONFERENCES WITH CLERK

11/10/94 OUTSIDE CONFERENCE WITH DEPUTY CLERK RE SCHEDULING MOTION TO QUASH 1.5 AND 11/15 1.0 INVOLVED MULTIPLE PARTIES.

DRAFT ADDITIONAL SUBPOENAS

WORK ON GETTING FENCE PERMIT

DRAFT RULE TO SHOW CAUSE

MOTION TO AMEND ON 11/16 (SEE 11/3 ENTRY)

11/3/94 ENTRY "TC JUD FISCHER RE SCHEDULING CRIMINAL CASE FOR 11/16 .2" WAS FOR TRYING TO GET THE CASE SCHEDULED AS PRIME CASE.

RESEARCH AND APPEAL TO BZA

COURT ON 12/13/94 TO SET TRIAL DATE

RESEARCH BUILDING PERMITS AND BZA HEARING

COURT ON 2/14/95 TO SET HEARING ON DEMURRER

COURT ON 3/1/95 TO ARGUE CONTINUANCE

CONFERENCES WITH TOWN OFFICIALS RE PARKING REQUIREMENTS FOR FAST FOOD RESTAURANT.

REVIEW, PREPARE, AND ARGUE ON 3/24/95 MOTIONS

RESEARCH DEFINITION OF 'RETAIL' IN TOWN ORDINANCE

CONSULT WITH ATTORNEYS RE SPECIAL COMMISSIONER ON 8/31/95

RESEARCH TITLE TO PHASE III OF CHAWLA'S PROPERTY 11/95.

F. Expense of \$25,028.48 for Blue Ridge Security not aspect of litigation.

Response: This is not really a question of reasonableness of attorney's fees, but whether these costs were incurred in enforcing BBI's rights under the lease and easement.

G. Expense of \$4,712.76 for Powell Duggan as Taco Bell's attorney in motion to quash a subpoena.

Response: This is also a cost of enforcing BBI's rights under the lease, because the subpoena resulted from Chawla efforts during the litigation and BBI had to pay that expense, which it would not have had to pay but for Chawla's efforts in the litigation.

H. Expense of \$812.50 for Plaxen and Adler, a Maryland attorney.

Response: They deposed Leonard, Chawla's property manager and expert re "retail use." This reduced travel time, and was appropriate for prosecution of the case.

I. Expenses re experts for recovery of attorney's fees.

Response: BBI will seek recovery of its costs and fees to obtain and award of attorney's fees. This is permitted under civil rights litigation, and by many state

courts when the fee award question become subject of collateral litigation itself, otherwise would allow opponent to dilute intended reimbursement of fees. F&F are supplementing fee request through 10/31/96.

J. Expense of \$1,293.75 for deposition of Chawla's expert, Delta Associates.

Response: This was Mr. Leech, Chawla's primary expert re damages rebuttal and bank as "retail use", an issue repeatedly raised by Chawla. Recovery of costs incurred in deposing opponent's experts is appropriate.

K. Expenses for BBI's experts about aspect of case on which BB did not prevail, for example, value of parking spaces, and other aspects of parking spaces.

Response: BBI did prevail on the central issue of case in that court ordered Chawla to remove the offending structure. In other words, prevailed on liability and injunctive relief, just not the alternate damages theory.

L. Future fees of \$100,000 in excess of what they should be.

Response: Actual fees through end of October 1996 are about \$77,000 for work related to implementation of court's order, appeal and application of attorney's fees. Thus, the \$100,000 estimate is not excessive because all of these matters are still ongoing.

M. Fees related to aspects of case upon which BBI did not prevail. Only prevailed on issue whether bank building did not substantially conform with site plan made a part of the lease. Such issue did not require great deal of expert testimony, preparation or presentation, and only prevailed early in case as to Preliminary Injunction, because the Permanent Injunction that was denied.

Response: Palmer's position about recovering only for fees related to aspects of the case upon which petitioner prevailed is based upon Hensley v. Eckerhart, but he does not consider the complete holding of that case. Where lawsuit consists of related claims, plaintiff who has won excellent results should not have his fee reduced simply because the court did not adopt each contention raised. Only when plaintiff has failed to prevail on a claim that is distinct in all respects from his successful claims, or has won less than excellent results, should the time unrelated to successful claim possibly be subtracted to avoid an excessive fee. The

Amended Petition had three counts:

- I. Enjoin construction of bank building,**
- II. Enjoin entry into Bank Lease or use of bank building contrary to lease or easement,**
- III. Damages for loss of four parking spaces.**

Although Court did not temporarily enjoin construction of the building, or award damages for loss of parking spaces, petitioner did substantially prevail on its claim that Chawla had violated the development restriction in the lease. As this was the central issue in the case (see Count II), BBI should be able to recover all fees even as to damages and TRO efforts, because these efforts were related to whether the bank building was constructed in conformance with Lease, and would not have been raised in a separate lawsuit. Court did not enjoin construction because it wanted to wait for final hearing before ruling, and did not award damages because lost profits found to be too speculative. However, these claims were still related to the central issue upon which petitioner substantially prevailed; i.e., whether the bank building and drive-thru violated the lease and easement so as to permit injunctive relief.

BBI has now estimated the total fees associated with the damages claim for loss of parking spaces, and those fees are either yellow highlighted or marked "damages." This is the relief which BBI did not recover, although the evidence other than the amount of damages was closely intertwined with the evidence for the injunctive relief. The issue of whether the bank was a retail use was clearly part of the central issue of Chawla's compliance with Exhibit D to the lease, and therefore under no circumstances should time spent on this issue be subtracted as not a prevailing issue.

N. Reasonable fee for effort made with respect to issues upon which BB prevailed in range of \$30 to \$40,000.

Response: Without any detailed itemization, Palmer reduces approximately \$390,000 (the original estimate) in fees by more than 90%. At a minimum, he should have itemized in greater detail the specific fees that he contends should be subtracted from the appropriate fee award. Assuming for purposes of argument only that Palmer is correct about certain fees having to be deducted, the maximum deduction would actually be:

Duplication of effort argument:	20,000
Damages	23,000
Retail	3,000
Travel	19,000
Total Deductions for Palmer's arguments	65,000

Although this could have been a more simple case, the attorneys for the defendants vigorously defended all claims which required significant effort on the part of BBI's attorneys to overcome in order to prevail on the merits.

The issues, defenses, motions and other defensive tactics raised by counsel for Chawla include:

1. On 4/3/93, BBI approved Chawla's plan to construct the bank building and alter the parking lot.

2. The bank construction was development substantially as shown on Ex. D and did not require consent pursuant to Paragraph 7 of lease.

3. Bank building is a retail use as shown on Ex. D.

4. Motion to dismiss SFFSB for misjoinder (denied by court 2/8/94).

5. BBI unreasonably withheld consent re alteration of lot and construction.

6. Petitioner has adequate remedy at law. *< Objected to bifurcation of injunctive & damages hearing*

7. Subpoena to Taco Bell Corp for documents re BBI.

8. Numerous motions to compel filed by or against Chawla.

9. Claim of misrepresentation re reason for paragraph 8 of lease and purpose of easement in order to renegotiate terms, with relief sought in amended cross bill of reformation and rescission of deed. BBI ultimately prevailed on all cross claims after filing answer, demurrer and summary judgment motions. *fraud*

10. Raising settlement negotiations as facts to support alleged *fraud* which necessitated motion in limine to exclude such evidence.

11. Plea of res judicata and collateral estoppel re injunctive relief.

12. Motion to reconsider ruling on 4/18/95 granting BBI's motion for summary judgment as to Counts I and IV of amended cross bill.

13. Motion to require election of remedies.

14. Brief re issue of Waiver.

SFFSB also raised numerous issues, including

1. Motion to temporarily enjoin BBI from blocking ingress/egress.
2. Motion to enjoin interference with operation of bank pending pendency of suit.
3. Motions to compel discovery filed by BBI against the bank.
4. Suggestion of Federal Preemption re OTS approval of bank closings.

Burgerbusters, Inc.

V. CH93-266

Inder Chawla et al

Sonina Prope: Filed 12/13/96
P. O. Box 5
Potomac, MD

Exhibit 1

(301) 469-6

Judge

April 3, 1993

Mr. Tassos Paphites
BurgerBusters, Inc.
355 West Rio Road, Suite 204
Charlottesville, VA 22901

Dear Mr. Paphites:

Enclosed, please find a concept plan of Building II for use of a Bank, as we discussed on April 1, 1993. I have reduced the size of the Building to 2000 sq. ft. and will be built on Lot 2 of the Piedmont Square Center. The location of the Building is the same as on the site and will not alter the visibility or operation of Taco Bell, whatsoever. As part of construction of this Bank building the entire parking lot of the center will be paved to service Taco Bell and Bank operation.

I am hoping that the Bank and your Restaurant will compliment each other and attract other tenants for Building III of the center.

If you are agreeable, with this concept plan, please sign on this letter and fax it back to me in the interest of time. If you have any questions, please do not hesitate to call.

Sincerely yours,

I. Chawla

Inder Chawla, M.D.
President Sonina Properties

Preliminary Sketch is approved
pending all parking lot on site
plan dated July 16, 1990 is
completed at the same time

Enclosure

and Final Approval will be given
once a complete site plan is submitted
to BurgerBusters Inc.

Thank you
1214

