Case No. 64658

SUPREME COURT OF THE STATE OF NEVADA

McDONALD CARANO WILSON LLP, a Nevada limited liability partnership,

Appellant,

vs.

THE BOURASSA LAW GROUP, LLC; OASIS LEGAL FINANCE, LLC, a foreign Illinois limited liability company; CALIFORNIA BACK SPECIALISTS MEDICAL GROUP, INC., a California corporation; CALIFORNIA MINIMALLY INVASIVE SURGERY CENTER; THOUSAND OAKS SPINE MEDICAL GROUP, INC., a California corporation; CONEJO NEUROLOGICAL MEDICAL GROUP, INC., a California corporation; and MEDICAL IMAGING MEDICAL GROUP,

Respondents.

On Appeal from the Eighth Judicial District Court
Clark County, Nevada, Case No. A-11-651563-C

RESPONDENT THE BOURASSA LAW GROUP, LLC'S ANSWERING BRIEF

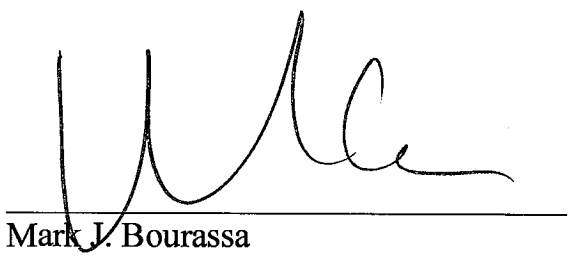
Mark J. Bourassa, Bar No. 7999
Christopher W. Carson, Bar No. 9523
THE BOURASSA LAW GROUP, LLC
8668 Spring Mountain Road, Suite 101
Las Vegas, Nevada 89117
Tel: 702.851.2180
Attorneys for Respondent
The Bourassa Law Group, LLC

NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualification or recusal.

1. The Bourassa Law Group, LLC is a Respondent in this matter. It does not have a parent corporation, and no publicly-held company owns ten percent or more of any stock in The Bourassa Law Group, LLC. There is no such corporation.

2. The Bourassa Law Group, LLC is represented by The Bourassa Law Group, LLC, Mark J. Bourassa, and Christopher W. Carson both in the District Court and before this Court.



Mark J. Bourassa
The Bourassa Law Group, LLC
Attorney of record for Respondent
The Bourassa Law Group, LLC

TABLE OF CONTENTS

TABLE OF AUTHORITIES

FEDERAL CASES

STATUTES

SECONDARY SOURCES

I. Statement Of Facts.

On or about December 10, 2005, Robert Cooper was involved in an automobile accident while riding in a taxicab owned by ABC Union Cab Company and driven by Tony D'Angelo. (Joint Appendix ("App.") at 3-6.) Cooper thereafter retained McDonald Carano pursuant to a contingency fee agreement to represent him in a personal injury lawsuit against Union Cab and D'Angelo.[1] (App. at 1-2.) Cooper's written fee agreement with McDonald Carano, entitled "AUTHORIZATION AND AGREEMENT" (hereinafter, the "Fee Agreement") provided, in pertinent part: "ATTORNEYS' FEES SHALL BE FORTY PERCENT (40%) OF THE GROSS AMOUNT RECOVERED BY SETTLEMENT OR JUDGMENT.... IN THE EVENT THAT NO MONEY IS RECOVERED ON SAID CLAIM, ATTORNEYS SHALL RECEIVE NO FEES." (App. at 1.) The Fee Agreement further provided that McDonald Carano "may withdraw at any time upon giving reasonable written notice to Client's last-known address." *Id.* While the Fee Agreement details the fees due if Cooper was to discharge McDonald Carano, it does not specifically provide for its fees in the event that McDonald Carano voluntarily withdrew from representing Cooper prior to settlement or judgment. (App. at 1-2.)

[1] McDonald Carano states in its Opening Brief that Cooper retained it in December 2007. (Opening Brief at 2.) The fee agreement between the parties, however, appears not to have been executed until February 2008, after the personal injury lawsuit was filed. (App. at 1-6.)

On or about December 6, 2007, McDonald Carano initiated a lawsuit on Cooper's behalf. (App. at 3-6.) However, McDonald Carano thereafter filed a Motion to Withdraw from representing Cooper in his personal injury case, which was granted by the District Court on October 20, 2010. (App. at 35-36.) That same day, McDonald Carano filed a Notice of Attorneys' Lien ("Lien"), in which it stated that it is entitled, "[p]ursuant to contract," to "the amount of 40% of the gross amount recovered by settlement or judgment, plus costs in the approximate amount of $13,500.00, plus interest." (App. at 37-38.) The Lien was recorded on October 22, 2010. (App. at 43.) It is undisputed that, at the time of McDonald Carano's withdrawal and recording of the Lien, there had been no settlement or judgment with respect to Cooper's claims. (App. at 379:20-24.)

As a result of the withdrawal of McDonald Carano, Cooper was forced to retain new counsel, and retained Bourassa on a contingent basis of 40% of the total settlement before deduction of costs or expenses. (App. at 379:23-24.) Bourassa successfully obtained a settlement on Cooper's behalf in the total amount of $55,000.00. (App. at 380:1-2.) The personal injury lawsuit was dismissed by stipulation on June 24, 2011.[2] (App. at 41-42.)

[2] Thereafter, Cooper initiated a legal malpractice claim against McDonald Carano with respect to the personal injury matter, which has subsequently resolved. (App. at 389-92.)

Unfortunately, the amount of the medical bills incurred by Cooper in connection with the accident substantially exceeded the settlement amount. (App. at 380:3-4; 371:18-25.) Accordingly, Bourassa filed the underlying interpleader action in the District Court to determine the distribution of the settlement funds. (App. at 46-114.) In response, McDonald Carano answered and, among other things, alleged a counterclaim against Bourassa. (App. at 114-24.) In its counterclaim, McDonald Carano alleges that it had incurred in excess of $50,000.00 in attorneys' fees and $13,000.00 in costs, and that it has a priority lien against the settlement funds in the amount of $35,000.00. *Id.*

Bourassa filed a Motion for Disbursement of Interpleader Funds on or about March 20, 2013. (App. at 224-30.) In this Motion, Bourassa sought 40% of the settlement proceeds pursuant to its contingency fee agreement with Cooper plus costs, and an equitable distribution of the remaining settlement funds, including to McDonald Carano. (App. at 228.) On or about April 1, 2013, McDonald Carano filed its Opposition to Plaintiff's Motion for Disbursement of Interpleader Funds and Countermotion for Adjudication of Attorney's Lien and Disbursement of Interpleader Funds. (App. at 232-305.) In its Opposition and Countermotion, McDonald Carano claimed that it incurred "in excess of $100,000.00 in attorneys' fees" plus $13,500.00 costs in prosecuting Cooper's personal injury case. (App. at 238.) It further claimed that it has a priority charging lien pursuant to NRS 18.015,

and that pursuant to this lien, it was entitled to its costs plus 40% of the settlement funds obtained by Bourassa—the full contingency fee set forth in its fee agreement with Cooper. (App. at 241-44; 1-2; 37-38.) McDonald Carano did not assert any other basis for recovering its fees. (App. at 232-305.)

The District Court held a hearing on April 16, 2013. (App. at 306-309.) During the hearing, the Honorable Ronald J. Israel directed the parties to conduct further research and prepare and submit amended briefs discussing the parties' position regarding *Argentena Consolidated Mining Company v. Jolley Urga Wirth Woodbury & Standish*, 216 P.3d 779, 125 Nev. 527 (2009). (App. at 306-09.) After the parties submitted their supplemental briefing, the District Court held a further hearing on May 14, 2014. (App. at 329-335.) After the hearing, the District Court granted Bourassa's Motion for Distribution on September 12, 2014. (App. at 336-45.)

However, after entry of the order, the District Court ordered the parties to appear for a further hearing on October 15, 2013. (App. at 348-53.) At the continued hearing, the District Court directed the parties to submit further supplemental briefing regarding a recently-issued decision from this Court, *Leventhal v. Black & LoBello*, 129 Nev. Adv. Op. 50, 305 P.3d 907 (2013), as well as recent amendments to NRS 18.015, to determine whether either had any bearing

on the issue of the Lien. (*Id.*) In addition, the Court set a hearing regarding this additional briefing for November 12, 2013. (App. at 352.)

On October 29, 2013, before the further hearing was held, McDonald Carano petitioned to publish an unpublished order of this Court in case number 57759. At the November 13, 2013 hearing, McDonald Carano argued that the holding in the unpublished order was dispositive of the issues relating to the Lien, and requested the District Court to stay the matter pending the outcome of its Motion to Publish. (App. at 370.) The District Court granted the stay. (App. at 373.)

The Court ultimately denied McDonald Carano's Motion to Publish, and on December 9, 2013, the District Court entered its Amended Order disbursing the funds (the "Order"). (App. at 377-84.) In the Order, the District Court held that Bourassa has an enforceable charging lien with respect to the settlement funds because it represented Cooper at the time of the settlement, and therefore was entitled to $22,000.00 plus costs of $30.89. (App. at 380.) The District Court further held that, pursuant to this Court's definition of a charging lien in *Argentena*, "McDonald Carano cannot have a charging lien because McDonald Carano withdrew from the Cooper matter prior to any settlement being obtained and did not obtain a settlement for the client." (App. at 380:21-23.) McDonald

Carano filed its Notice of Appeal of that Order on December 13, 2013. (App. at 385-88.)

II. Summary Of Argument.

For nearly 70 years, this Court has defined an attorney's charging lien as a lien on a judgment or settlement ***obtained by the attorney***. Nevertheless, McDonald Carano seeks to have this Court hold that it is entitled to a charging lien against the proceeds of Cooper's settlement of his personal injury lawsuit—a settlement that was undisputedly obtained by Bourassa after McDonald Carano voluntarily withdrew from representing Cooper.

Such a result would be contrary to this Court's longstanding precedent as well as contrary to public policy. Charging liens are to protect attorneys from dishonest clients who would seek to avoid paying an attorney who recovered funds on their behalf. Such a policy would not be served if the Court were to allow McDonald Carano to enforce its Lien and recover a windfall in the form of its entire contractual attorneys' fee when it voluntarily withdrew from representing Cooper and obtained nothing on his behalf.

Contrary to its claims, McDonald Carano is not without a remedy for attorney fees and costs. Indeed, as this Court has recognized, a charging lien merely provides security for attorney fees; an attorney's entitlement to fees has a

contractual basis. Thus, withdrawing counsel, such as McDonald Carano, can seek to be awarded reasonable fees and costs on a quantum meruit basis.

III. Standard Of Review.

The proper construction of NRS 18.015 is a question of law that is reviewed *de novo*. *Leventhal*, 305 P.3d at 910 (2013) (*citing Argentena*, 125 Nev. at 531, 216 P.3d at 782).

IV. Argument.

A. Under This Court's Precedent, McDonald Carano Does Not Hold A Charging Lien Because It Did Not Obtain Any Settlement Or Judgment For Cooper.

NRS 18.015, Nevada's attorney lien statute, provides in pertinent part that an attorney "shall have a lien: (a) Upon any claim, demand or cause of action, including any claim for unliquidated damages, which has been placed in the attorney's hands by a client for suit or collection, or upon which a suit or other action has been instituted." NRS 18.015(1). This charging lien "attaches to any verdict, judgment or decree entered and to any money or property which is recovered on account of the suit or other action." NRS 18.015(4)(a).

This Court has consistently interpreted section 18.015 (and its predecessor statutes) as providing for a charging lien on a "judgment or settlement ***the attorney has obtained for the client***." *See Figliuzzi v. Eighth Judicial Dist.*, 111 Nev. 338, 342, 890 P.2d 798, 801 (1995) (emphasis added); *see also Argentena*, 125 Nev. at

532, 216 P.3d at 782 (same); *Morse v. Eighth Judicial Dist. Court*, 65 Nev. 275, 282, 195 P.2d 199, 202 (1948) ("The charging lien...is a lien on the judgment obtained for the client for the attorney's services rendered ***in obtaining it***.") (emphasis added). This Court most recently analyzed NRS 18.015's charging lien provision in *Leventhal*, and reiterated that a charging lien "is based on natural equity—the client should not be allowed to appropriate the whole of the judgment without paying ***for the services of the attorney who obtained it***." *Leventhal*, 305 P.3d at 908 (emphasis added) (*quoting* 23 Williston on Contracts § 62:11 (4th ed. 2002)).

It is undisputed that McDonald Carano voluntarily withdrew from representing Cooper in the personal injury matter, and did not obtain any settlement or judgment on his behalf. Pursuant to *Morse*, *Figliuzzi*, *Argentena*, and *Leventhal*, McDonald Carano may not assert a charging lien over the subsequent settlement obtained by Bourassa. Nevertheless, McDonald Carano urges this Court to overlook its nearly 70-year-old definition of "charging lien" and hold that attorneys who voluntarily withdraw and do not obtain a settlement or judgment are entitled to enforce a charging lien over settlement proceeds. However, as will be more fully explained below, McDonald Carano's arguments are without merit.

B. The Definition Of Charging Lien In *Figliuzzi* Is Binding Precedent On This Court.

McDonald Carano contends that this Court's definition of a charging lien as set forth in *Figliuzzi* (and later reiterated in *Argentena* and *Levenethal*) is "dicta" and therefore should be disregarded. (Opening Brief at 18.) This is incorrect.

In *Figliuzzi*, this Court was called upon to determine whether the district court had exceeded its jurisdiction in forcing the client, Figliuzzi, to execute an assignment of her rights in an unrelated case as security for fees owed to her former counsel. *Figliuzzi*, 111 Nev. at 341, 890 P.2d at 800. As part of its determination of this issue, this Court necessarily performed an analysis regarding what type of liens that Figliuzzi's counsel could potentially be entitled to enforce. *Id.* at 342, 890 P.2d at 801. Essential to that analysis was a definition of a charging lien. *See id.* Citing to its 1948 decision in *Morse* and NRS 18.015, the Court defined a charging lien as a "lien on the judgment or settlement ***the attorney has obtained for the client***." *Id.* at 342, 890 P.2d at 801 (*citing* NRS 18.015(1); *Morse*, 65 Nev. at 281, 195 P.2d at 202 (emphasis added).

As McDonald Carano correctly states, "[a] statement in a case is dictum when it is 'unnecessary to a determination of the questions involved.'" *Argentena*, 125 Nev. at 536, 216 P.3d at 785 (*quoting St. James Vill., Inc. v. Cunningham*, 125 Nev. 211, 215, 210 P.3d 190, 193 (2009)). While the Court in *Figliuzzi* ultimately determined that the firm was not entitled to a charging lien because it did not

obtain a settlement or judgment for Figliuzzi, it does not follow that the Court's definition and analysis of a charging lien was "unnecessary to a determination of the questions involved." *See Figliuzzi*, 111 Nev. at 342, 890 P.2d at 801.

McDonald Carano also claims that *Figliuzzi* erroneously relied upon *Morse* because "Morse never held that a charging lien is unenforceable if the attorney is not representing the client at the time of judgment or settlement...." (Opening Brief at 17.) Yet, as set forth above, *Morse* clearly defines a charging lien as "a lien on the judgment obtained for the client for the attorney's services rendered ***in obtaining it***." *Morse*, 65 Nev. at 282, 195 P.2d at 202 (emphasis added). The sole logical conclusion that may be drawn from this is that an attorney who does ***not*** obtain a settlement or judgment for client (whether due to the attorney's withdrawal or otherwise) does ***not*** hold a charging lien.

Likewise, McDonald Carano's contention that this Court's reliance on *Morse* in *Figliuzzi* is misplaced because it interprets an earlier version of Nevada's attorney lien statute is without merit. (Opening Brief at 17.) Nevada Compiled Laws Section 8923, the predecessor to NRS 18.015 which was the subject of the Morse Court's interpretation, states in pertinent part that "the attorney who appears for a party has a lien upon his client's cause of action or counterclaim which attaches to a verdict, report, decision, or judgment in his client's favor and the proceeds thereof in whosesoever hands they may come..." *Id.* at 283, 195 P.2d at

202-03 (quoting former Nevada Compiled Laws Section 8923.) McDonald Carano claims that the use of the terms "his client" in Section 8923 infers that an attorney could only hold a charging lien if he represented the client at the time of judgment. (Opening Brief at 12.) However, NRS 18.015 very similarly provides that a lien attaches a claim "which has been placed in the attorney's hands ***by a client***...." NRS 18.015(1). Thus, McDonald Carano's strained interpretation of Section 8923 does not support its claim that NRS 18.015 fundamentally altered the requirements for a charging lien to allow for the assertion of charging liens by withdrawing attorneys.

C. This Court's Definition of Charging Lien Set Forth In *Morse*, *Figliuzzi*, *Argentena* And *Leventhal* Is Consistent With That Of Other Courts.

Other courts have likewise held that charging liens are enforceable by attorneys who obtain a recovery on behalf of their clients. For example, in *Sowder v. Sowder*, 127 N.M. 114, 977 P.2d 1034, 1037 (N.M. Ct. App. 1999), cited with approval by this Court in *Leventhal*, the New Mexico Court of Appeals recognized that a charging lien requires that there must be a fund "recovered by" the attorney. "'An attorney's charging lien attaches to the fruits of the attorney's skill and labor. ***Thus, the lien will attach to the proceeds of a judgment obtained by the attorney***. If the attorney's work produces no fruit, then the attorney has no lien.'" *Id.* (*quoting* 7 Am.Jur.2d Attorneys at Law § 357 (1997)) (emphasis added); *see also Covington v. Rhodes*, 38 N.C. App. 61, 67, 247 S.E.2d 305, 309 (1978)("The

charging lien is an equitable lien which gives an attorney the right to recover his fees 'from a fund recovered by his aid.'") (citing 7 Am.Jur.2d, Attorneys at Law § 281.)); *Nat'l Sales & Serv. Co. v. Superior Court of Maricopa Cnty. Arizona*, 136 Ariz. 544, 545, 667 P.2d 738, 739 (1983) ("'[C]harging liens' [] attach to the funds or other property created or obtained by the attorney's efforts.").

D. Public Policy Dictates That Only Attorneys Who Recover On Behalf Of Their Clients Should Be Able To Enforce Charging Liens.

As the court in *Sowder* explained, purpose of a charging lien is "to protect attorneys against dishonest clients, who, utilizing the services of the attorney to establish and enable them to enforce their claims against their debtors, sought to evade payment for the services which enabled them to recover their demand." *Sowder*, 977 P.2d at 1037 (quoting *Cherpelis v. Cherpelis*, 125 N.M. 248, 250-51, 959 P.2d 973, 975-76 (1998)). "Or, '[t]o put it more bluntly, it was created for the protection of attorneys against the knavery of their clients.'" *Sowder*, 977 P.2d at 1037 (*quoting* 2 Robert L. Rossi, Attorneys' Fees § 12:13, at 248 (2d ed. 1995)). However, these sound policy reasons for allowing charging liens to begin with simply are not present where, as here, the attorney has voluntarily withdrawn from the client's matter prior to settlement or judgment.

Indeed, the facts of this case precisely demonstrate why allowing attorneys who voluntarily withdraw from their client's cases prior to obtaining a settlement or judgment to enforce charging liens would lead to extremely troubling results.

McDonald Carano withdrew from Cooper's case on its own motion and without recovering anything, yet immediately upon its withdrawal, it recorded a lien against any proceeds for 40% of any settlement or judgment plus costs. (App. at 1-2, 37-39.) In other words, even though McDonald Carano voluntarily ended its contractual relationship with Cooper prior to the occurrence of any contingency which would trigger a right to recover any fees at all, it recorded a lien against his claims for ***the entire amount of its contractual contingency fee.*** Especially when this is coupled with the fact that McDonald Carano's representation of Cooper resulted in malpractice litigation, far from protecting McDonald Carano from the "knavery of its client," McDonald Carano's enforcement of a charging lien in this case would allow McDonald Carano to recover the full benefit of its bargain with Cooper without having earned it. One can imagine scenarios in which unscrupulous attorneys could take advantage of their ability to enforce priority charging liens by taking in cases, performing virtually no work on them (or even committing malpractice), withdrawing, and then unjustly profiting from the fruits of subsequent counsel's labor.

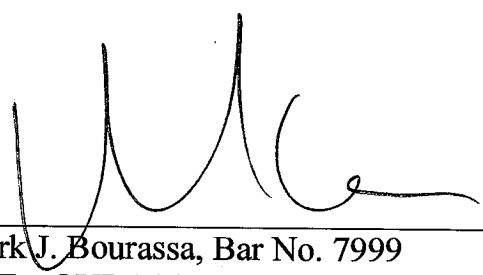
McDonald Carano suggests that "[i]f the withdrawing attorney could not assert a charging lien in that situation, the client would obtain a windfall at the attorney's expense." (Opening Brief at 22.) McDonald Carano also claims that attorneys will have to "choose between getting paid and withdrawing from

representing clients with whom they cannot agree about the course of representation." (*Id.*) These contentions ignore the fact that enforcement of a charging lien is not the only way that a withdrawing attorney can recover for services performed for a former client. *See Gordon v. Stewart*, 74 Nev. 115, 117, 324 P.2d 234, 235 (1958) (disapproved of on other grounds by *Argentena*, 125 Nev. at 538, 216 P.3d at 786) ("The attorney's right is not based upon (or limited to) his lien. It is based upon contract express or implied. The lien, as is true of other forms of lien, is but security for his right.") Indeed, the District Court in this case suggested as much in its Order when it stated that "McDonald Carano is not entitled to recover attorney fees or costs ***under a theory of a Charging Lien***." (App. at 380:23-25 (emphasis added).) As the Court recognized in *Gordon*, a lien provides security for the attorney's fees. Irrespective of a lien, a withdrawing attorney can seek to be awarded his or her fees on a quantum meruit basis. *C.f. Pritchett & Burch, PLLC v. Boyd*, 169 N.C. App. 118, 124, 609 S.E.2d 439, 443 (2005) ("In contingency fee contracts between an attorney and client, once the client discharges the attorney, quantum meruit permits a claim for and an award of attorney's fees and costs.") Thus, contrary to McDonald Carano's contention, it is not without a remedy to recover its reasonable fees and costs.

V. Conclusion.

The Court should affirm the Order of the District Court denying enforcement of McDonald Carano's charging lien. This Court has long held that an attorney must obtain a judgment or settlement on behalf of a client in order to enforce a charging lien. McDonald Carano voluntarily withdrew from Cooper's personal injury matter prior to obtaining anything on Cooper's behalf. Therefore, McDonald Carano may not enforce its Lien with respect to the settlement in Cooper's case.

Dated this 20th day of November, 2014.



Mark J. Bourassa, Bar No. 7999
THE BOURASSA LAW GROUP, LLC
8668 Spring Mountain Road, Suite 101
Las Vegas, Nevada 89117
Tel: 702.851.2180

Certificate of Compliance

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because:

[X] This brief has been prepared in a proportionally spaced typeface using Microsoft Word in Times New Roman 14 point; or

[ ] This brief has been prepared in a monospaced typeface using [state name and version of word processing program] with [state number of characters per inch and name of type style].

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

[X] Proportionately spaced, has a typeface of 14 points or more and contains 4370 words; or

[ ] Monospaced, has 10.5 or fewer characters per inch, and contains ___ words or ___ lines of text; or

[ ] Does not exceed ___ pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable

Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated this 20th day of November, 2014.

Mark J. Bourassa, Bar No. 7999
THE BOURASSA LAW GROUP, LLC
8668 Spring Mountain Road, Suite 101
Las Vegas, Nevada 89117
Tel: 702.851.2180

CERTIFICATE OF SERVICE

I hereby certify that on November 20, 2014, I deposited a true and correct copy of the above and foregoing, RESPONDENTS' ANSWERING BRIEF was made this date by electronic transmission through the court's electronic filing program.

George F. Ogilvie III, Esq.
Patrick J. Murch, Esq.
Rory T. Kay, Esq.
McDonald Carano Wilson LLP
2300 W. Sahara Ave, Suite 1200
Las Vegas NV 89102
Attorneys for
McDonald Carano Wilson LLP

An employee of
The Bourassa Law Group, LLC

STATUTORY ADDENDUM

Statutes

State

State Statutes

Nev. Rev. Stat. 18.015: Lien for attorney's fees: Amount; perfection; enforcement

NRS 18.015 Lien for attorney's fees: Amount; perfection; enforcement.

1. An attorney at law shall have a lien upon any claim, demand or cause of action, including any claim for unliquidated damages, which has been placed in the attorney's hands 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. In the absence of an agreement, the lien is for a reasonable fee for the services which the attorney has rendered for the client on account of the suit, claim, demand or action.

2. An attorney perfects the lien by serving notice in writing, in person or by certified mail, return receipt requested, upon his or her client and upon the party against whom the client has a cause of action, claiming the lien and stating the interest which the attorney has in any cause of action.

3. The lien attaches to any verdict, judgment or decree entered and to any money or property which is recovered on account of the suit or other action, from the time of service of the notices required by this section.

4. On motion filed by an attorney having a lien under this section, the attorney's client or any party who has been served with notice of the lien, the court shall, after 5 days' notice to all interested parties, adjudicate the rights of the attorney, client or other parties and enforce the lien.

5. Collection of attorney's fees by a lien under this section may be utilized with, after or independently of any other method of collection.