

Electronically Filed  
Dec 17 2018 11:33 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

JOHN B. GREENE, ESQ.  
Nevada Bar No. 004279  
ROBERT D. VANNAH, ESQ.  
Nevada Bar No. 002503  
**VANNAH & VANNAH**  
400 S. Seventh Street, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)  
Telephone: (702) 369-4161  
Facsimile: (702) 369-0104  
*Attorneys for Plaintiffs/Appellants*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

--o0o--

EDGEWORTH FAMILY TRUST; AMERICAN  
GRATING, LLC,

Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE VIKING  
CORPORATION, a Michigan corporation;  
SUPPLY NETWORK, INC., dba VIKING  
SUPPLYNET, a Michigan corporation; and  
DOES I through V and ROE CORPORATIONS  
VI through X, inclusive,

Defendants.

CASE NO.: A-16-738444-C  
DEPT. NO.: X

**NOTICE OF APPEAL**

EDGEWORTH FAMILY TRUST; AMERICAN  
GRATING, LLC,

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW OFFICE OF  
DANIEL S. SIMON, A PROFESSIONAL  
CORPORATION; DOES I through X, inclusive,  
and ROE CORPORATIONS I through X,  
inclusive,

Defendants.


CASE NO.: A-18-767242-C  
DEPT. NO.: XXIX

**VANNAH & VANNAH**  
400 S. Seventh Street, 4<sup>th</sup> Floor • Las Vegas, Nevada 89101  
Telephone (702) 369-4161 Facsimile (702) 369-0104

1 NOTICE IS HEREBY GIVEN that Plaintiffs/Appellants EDGEWORTH FAMILY  
2 TRUST and AMERICAN GRATING, LLC, hereby appeal to the Supreme Court of Nevada from  
3 the Decision and Order on Motion to Adjudicate Lien and from the Amended Decision and Order  
4 on Motion to Dismiss NRCP 12(B)(5), both of which were entered on November 19, 2018.  
5

6 DATED this 7 day of December, 2018.

7 VANNAH & VANNAH

8  
9   
10 ROBERT D. VANNAH, ESQ.  
11 Nevada Bar No. 002503  
12 JOHN B. GREENE, ESQ.  
13 Nevada Bar No. 004279  
14 400 S. Seventh Street, 4<sup>th</sup> Floor  
15 Las Vegas, Nevada 89101  
16 jgreene@vannahlaw.com  
17 Telephone: (702) 369-4161  
18 Facsimile: (702) 369-0104  
19 *Attorneys for Plaintiffs/Appellants*  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that the following parties are to be served as follows:

Electronically:

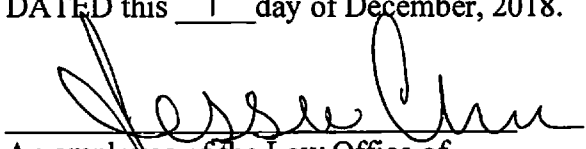
James R. Christensen, Esq.  
**JAMES R. CHRISTENSEN, PC**  
601 S. Third Street  
Las Vegas, Nevada 89101

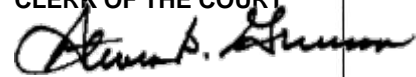
Peter S. Christiansen, Esq.  
**CHRISTIANSEN LAW OFFICES**  
810 S. Casino Center Blvd., Ste. 104  
Las Vegas, Nevada 89101

Traditional Manner:

*None*

DATED this 7<sup>th</sup> day of December, 2018.

  
An employee of the Law Office of  
Vannah & Vannah



1 JOHN B. GREENE, ESQ.  
Nevada Bar No. 004279  
2 ROBERT D. VANNAH, ESQ.  
Nevada Bar No. 002503  
3 **VANNAH & VANNAH**  
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4 Las Vegas, Nevada 89101  
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6 Telephone: (702) 369-4161  
7 Facsimile: (702) 369-0104  
*Attorneys for Plaintiffs/  
Appellants*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **--o0o--**

11 EDGEWORTH FAMILY TRUST; AMERICAN  
12 GRATING, LLC,

13 Plaintiffs,

14 vs.

15 LANGE PLUMBING, LLC; THE VIKING  
CORPORATION, a Michigan corporation;  
16 SUPPLY NETWORK, INC., dba VIKING  
SUPPLYNET, a Michigan corporation; and  
17 DOES I through V and ROE CORPORATIONS  
VI through X, inclusive,

18 Defendants.

19  
20 EDGEWORTH FAMILY TRUST; AMERICAN  
GRATING, LLC,

21 Plaintiffs,

22 vs.

23 DANIEL S. SIMON; THE LAW OFFICE OF  
24 DANIEL S. SIMON, A PROFESSIONAL  
25 CORPORATION; DOES I through X, inclusive,  
26 and ROE CORPORATIONS I through X,  
inclusive,

27 Defendants.  
28

CASE NO.: A-16-738444-C  
DEPT. NO.: X

**CASE APPEAL STATEMENT**

CASE NO.: A-18-767242-C  
DEPT. NO.: XXIX

1 Plaintiffs/Appellants EDGEWORTH FAMILY TRUST and AMERICAN GRATING,  
2 LLC, hereby submits the following Case Appeal Statement.

3 1. NAME OF APPELLANT FILING THIS CASE APPEAL STATEMENT:

4 Edgeworth Family Trust and American Grating, LLC.

5 2. IDENTITY OF JUDGE ISSUING DECISION, JUDGMENT, OR ORDER  
6 APPEALED FROM:

7 The Honorable Tierra Jones (Dept. X; Eighth Judicial District Court).

8 3. IDENTIFY EACH APPELLANT AND THE NAME AND ADDRESS OF  
9 COUNSEL FOR EACH APPELLANT:

10 Edgeworth Family Trust and American Grating.

11 Robert D. Vannah, Esq., 400 S. Seventh Street, 4<sup>th</sup> Floor, Las Vegas, NV 89101.

12 John B. Greene, Esq., 400 S. Seventh Street, 4<sup>th</sup> Floor, Las Vegas, NV 89101.

13 4. IDENTIFY EACH RESPONDENT AND THE NAME AND ADDRESS OF  
14 COUNSEL FOR EACH RESPONDENT:

15 Daniel S. Simon and The Law Office of Daniel S. Simon, a Professional  
16 Corporation.

17 James R. Christensen, Esq., 601 S. Third Street, Las Vegas, NV 89101.

18 Peter S. Christiansen, Esq., 810 S. Casino Center Blvd., Ste. 104, Las Vegas, NV  
19 89101.

20 5. INDICATE WHETHER ANY ATTORNEY IDENTIFIED ABOVE IN  
21 RESPONSE TO QUESTIONS 3 OR 4 IS NOT LICENSED TO PRACTICE LAW  
22 IN NEVADA AND, IF SO, WHETHER THE DISTRICT COURT GRANTED  
23 THAT ATTORNEY PERMISSION TO APPEAR UNDER S.C.R 42:

Not Applicable. All attorneys identified above are licensed to practice law in Nevada.

6. INDICATE WHETHER APPELLANT WAS REPRESENTED BY APPOINTED OR RETAINED COUNSEL IN THE DISTRICT COURT:

Appellants were represented by retained counsel in the district court.

7. INDICATE WHETHER APPELLANT WAS/WILL BE REPRESENTED BY APPOINTED OR RETAINED COUNSEL ON APPEAL:

Appellants are represented by retained counsel on appeal.

8. INDICATE WHETHER APPELLANT WAS GRANTED LEAVE TO PROCEED IN FORMA PAUPERIS, AND THE DATE OF ENTRY OF THE DISTRICT COURT ORDER GRANTING SUCH LEAVE:

Neither Appellant was granted leave to proceed in forma pauperis.

9. INDICATE THE DATE THE PROCEEDINGS COMMENCED IN THE DISTRICT COURT:

Case No. A-16-738444-C was filed on June 14, 2016. Case No. A-18-767242-C was filed on January 4, 2018.

10. PROVIDE A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND RESULT IN DISTRICT COURT, INCLUDING THE TYPE OF JUDGMENT OR ORDER BEING APPEALED AND THE RELIEF GRANTED BY THE DISTRICT COURT:

Case No. A-16-738444-C was filed following a flood at a residence owned by Plaintiffs/Appellants (Edgeworth). On November 15, 2017, Edgeworth agreed to the amount of a monetary settlement with Viking; and, on December 1, 2017, Edgeworth agreed to monetary terms with Lange, thus resolving all material aspects of the dispute set forth in Case No. A-16-738444-C.

Case No. A-18-767242-C was filed on January 4, 2018. This matter alleges damages against Defendants/Respondents (Simon) for Breach of Contract, Declaratory Relief, Conversion, and Breach of the Implied Covenant of Good Faith and Fair Dealing. Simon represented Edgeworth in Case No. A-16-738444-C, though Simon never presented a fee agreement for Edgeworth to sign. From May of 2016 through September of 2017, Simon billed \$550 per hour for his time and charged Edgeworth \$367,606.25 in attorneys fees via four invoices. Edgeworth paid these fees in full. After the Viking matter settled, Simon demanded more in attorney's fees than the parties agreed to pay and receive. Simon then served an amended attorney's lien for an amount that represents approximately 40% of the amount of the Viking settlement and refused and continues to refuse to release the full amount of the Viking settlement proceeds to Edgeworth.

11. INDICATE WHETHER THE CASE HAS PREVIOUSLY BEEN THE SUBJECT OF AN APPEAL TO OR ORIGINAL WRIT PROCEEDINGS TO THE SUPREME COURT AND, IF SO, THE CAPTION AND SUPREME COURT DOCKET NUMBER OF THE PRIOR PROCEEDING:

Not applicable, as this matter has not been subject to any prior appellate proceedings.

12. INDICATE WHETHER THIS APPEAL INVOLVES CHILD CUSTODY OR VISITATION:

It does not involve either child custody or visitation.

13. IF THIS IS A CIVIL CASE, INDICATE WHETHER THIS APPEAL INVOLVES THE POSSIBILITY OF SETTLEMENT:

It is a civil case and, while hope springs eternal, a prior settlement conference with  
Hon. Timothy Williams did not cause the parties to resolve this dispute.

DATED this 7 day of December, 2018.

**VANNAH & VANNAH**

  
ROBERT D. VANNAH, ESQ.

Nevada Bar No. 002503

JOHN B. GREENE, ESQ.

Nevada Bar No. 004279

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Las Vegas, Nevada 89101

jgreene@vannahlaw.com

Telephone: (702) 369-4161

Facsimile: (702) 369-0104

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that the following parties are to be served as follows:

Electronically:

James R. Christensen, Esq.

**JAMES R. CHRISTENSEN, PC**

601 S. Third Street

Las Vegas, Nevada 89101

Peter S. Christiansen, Esq.

**CHRISTIANSSEN LAW OFFICES**

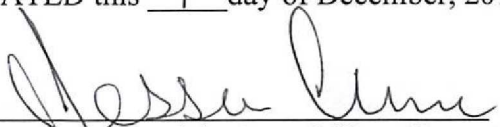
810 S. Casino Center Blvd., Ste. 104

Las Vegas, Nevada 89101

Traditional Manner:

*None*

DATED this 7 day of December, 2018.



An employee of the Law Office of  
Vannah & Vannah

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-16-738444-C**

**Edgeworth Family Trust, Plaintiff(s)**  
**vs.**  
**Lange Plumbing, L.L.C., Defendant(s)**

§  
§  
§  
§  
§

Location: **Department 10**  
 Judicial Officer: **Jones, Tierra**  
 Filed on: **06/14/2016**  
 Case Number History:  
 Cross-Reference Case Number: **A738444**

**CASE INFORMATION****Related Cases**

A-18-767242-C (Consolidated)

Case Type: **Product Liability****Statistical Closures**

11/19/2018 Summary Judgment

Case Status: **11/19/2018 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-16-738444-C  
 Court Department 10  
 Date Assigned 05/22/2017  
 Judicial Officer Jones, Tierra

**PARTY INFORMATION****Plaintiff****American Grating LLC**

Removed: 02/20/2018  
 Dismissed

**American Grating LLC**

Removed: 03/15/2018  
 Data Entry Error

**Edgeworthy Family Trust**

**Simon, Daniel S., ESQ**  
*Retained*  
 7023641650(W)

**Defendant****Lange Plumbing, L.L.C.**

**Parker, Theodore**  
*Retained*  
 7028388600(W)

**Law Office of Daniel S Simon**

Removed: 03/15/2018  
 Data Entry Error

**Law Office of Daniel Simon, PC**

Removed: 02/20/2018  
 Dismissed

**Simon, Daniel S**

Removed: 03/15/2018  
 Data Entry Error

**Supply Network Inc**

Removed: 01/02/2018  
 Dismissed

**Viking Automatic Sprinkler Co**

Removed: 08/24/2016  
 Inactive

**Viking Corporation**

Removed: 01/02/2018

**CASE SUMMARY****CASE NO. A-16-738444-C**

Dismissed

**Viking Group Inc**

Removed: 01/02/2018

Dismissed

**Counter Claimant Giberti Construction Llc**

Removed: 02/20/2018

Dismissed

**Supply Network Inc**

Removed: 02/20/2018

Dismissed

**Viking Corporation**

Removed: 02/20/2018

Dismissed

**Counter Defendant****Lange Plumbing, L.L.C.**

Removed: 02/20/2018

Dismissed

**Parker, Theodore***Retained*

7028388600(W)

**Supply Network Inc**

Removed: 02/20/2018

Dismissed

**Viking Corporation**

Removed: 02/20/2018

Dismissed

**Cross Claimant****Lange Plumbing, L.L.C.**

Removed: 02/20/2018

Dismissed

**Parker, Theodore***Retained*

7028388600(W)

**Cross Defendant****Supply Network Inc**

Removed: 02/20/2018

Dismissed

**Viking Corporation**

Removed: 02/13/2018

Dismissed

**Third Party Defendant****Giberti Construction Llc**

Removed: 12/08/2017

Dismissed

**Third Party Plaintiff****Supply Network Inc**




Removed: 12/01/2017

Dismissed

**Viking Corporation**

Removed: 12/01/2017














Dismissed

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<b><u>EVENTS</u></b>	
06/14/2016	 Complaint Filed By: Plaintiff Edgeworthy Family Trust <i>Complaint</i>	
07/01/2016	 Declaration Filed By: Plaintiff Edgeworthy Family Trust <i>Declaration of Service</i>	
07/01/2016	 Affidavit of Service Filed By: Plaintiff Edgeworthy Family Trust	

# CASE SUMMARY

CASE NO. A-16-738444-C

## *Affidavit of Service*

07/15/2016	 Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>Defendant Lange Plumbing, LLC's Answer to Plaintiff's Complaint</i>
07/15/2016	 Initial Appearance Fee Disclosure Filed By: Defendant Lange Plumbing, L.L.C. <i>Initial Appearance Fee Disclosure</i>
07/15/2016	 Demand for Jury Trial Filed By: Defendant Lange Plumbing, L.L.C. <i>Demand for Jury Trial</i>
08/22/2016	 Stipulation and Order Filed by: Plaintiff Edgeworthy Family Trust <i>Stipulation and Order to Amend Complaint</i>
08/23/2016	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Edgeworthy Family Trust <i>Notice of Entry of Stipulation and Order to Amend Complaint</i>
08/24/2016	 Amended Complaint Filed By: Plaintiff Edgeworthy Family Trust <i>Amended Complaint</i>
09/02/2016	 Acceptance of Service Filed By: Plaintiff Edgeworthy Family Trust <i>Acceptance of Service</i>
09/06/2016	 Acceptance of Service Filed By: Plaintiff Edgeworthy Family Trust <i>Acceptance of Service</i>
09/07/2016	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
09/21/2016	 Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>Defendant Lange Plumbing, LLC's Answer to Plaintiff's Amended Complaint and Cross Claim</i>
09/29/2016	 Answer to Amended Complaint Filed By: Counter Defendant Viking Corporation <i>Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Answer to Amended Complaint</i>
09/30/2016	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Viking Corporation <i>Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Initial Appearance Fee Disclosure</i>
11/10/2016	 Answer and Counterclaim Filed By: Defendant Viking Automatic Sprinkler Co <i>Cross-Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's</i>

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

*(1) Answer to Cross-Claim by Lange Plumbing, L.L.C. and (2) Counterclaim against Lange Plumbing, L.L.C.*

11/30/2016



Answer to Counterclaim

Filed By: Defendant Lange Plumbing, L.L.C.

*Defendant/Cross-Claimant Lange Plumbing LLC's Answer to Cross-Defendants the Viking Corporation's and Supply Network, Inc's Counterclaim*

12/20/2016



Substitution of Attorney

Filed by: Counter Defendant Viking Corporation

*Defendants The Viking Corporation and Supply Network, Inc.'s Substitution of Counsel*

01/04/2017



Joint Case Conference Report

Filed By: Plaintiff Edgeworthy Family Trust

*Joint Case Conference Report*

01/09/2017



Demand for Prior Discovery

Filed By: Counter Defendant Viking Corporation

*Defendants The Viking Corporation & Supply Network, Inc.'s Demand for Prior Pleadings and Discovery*

01/13/2017



Motion for Summary Judgment

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs Motion for Summary Judgment*

01/18/2017



Opposition to Motion For Summary Judgment

Filed By: Counter Defendant Viking Corporation

*Defendants The Viking Corporation & Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment*

01/30/2017



Subpoena Duces Tecum

Filed by: Counter Defendant Viking Corporation

*Subpoena Duces Tecum For American Grating, LLC*

01/30/2017



Objection

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiff's NRCP 45 Objections to Defendant The Viking Corporation's Subpoena Duces Tecum Directed to the Custodian of Records for American Grating, LLC*

01/30/2017



Objection

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiff's NRCP 45 Objections to Defendant The Viking Corporation's Deposition Subpoena Duces Tecum Directed to the Custodian of Records for Giberti Construction, LLC*

02/01/2017



Subpoena Duces Tecum

Filed by: Counter Defendant Viking Corporation

*Subpoena Duces Tecum for Giberti Construction, LLC*

02/02/2017



Opposition

Filed By: Defendant Lange Plumbing, L.L.C.

*Defendant Lange Plumbing's Opposition to Plaintiff's Motion for Summary Judgment*

02/13/2017



Order Shortening Time

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs Motion to Amend the Complaint on Order Shortening Time*

# CASE SUMMARY

CASE NO. A-16-738444-C

02/21/2017	 Scheduling Order <i>Scheduling Order</i>
02/21/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening Time</i>
02/27/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on Order Shortening Time</i>
02/28/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to All Defendants Opposition to Plaintiffs Motion for Summary Judgment</i>
03/01/2017	 Order Setting Civil Jury Trial <i>Order Setting Civil Jury Trial</i>
03/07/2017	 Motion for Summary Judgment Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i>
03/07/2017	 Initial Appearance Fee Disclosure Filed By: Plaintiff American Grating LLC <i>Initial Appearance Fee Disclosure</i>
03/07/2017	 Affidavit of Service Filed By: Plaintiff Edgeworthy Family Trust <i>Affidavit of Service</i>
03/07/2017	 Second Amended Complaint Filed By: Plaintiff Edgeworthy Family Trust <i>Second Amended Complaint</i>
03/10/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworthy Family Trust <i>Subpoena - Civil</i>
03/16/2017	 Order Denying Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Order Denying Plaintiffs Motion for Summary Judgment</i>
03/20/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworthy Family Trust <i>Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment</i>
03/21/2017	 Order Filed By: Plaintiff Edgeworthy Family Trust <i>Order Granting Plaintiffs Motion to Amend the Complaint</i>
03/22/2017	 Notice of Entry of Order

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

Filed By: Plaintiff Edgeworthy Family Trust  
*Notice of Entry of Order Granting Plaintiffs' Motion to Amend the Complaint*

03/29/2017



Stipulation and Order

Filed by: Plaintiff Edgeworthy Family Trust  
*Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only*

03/30/2017



Notice of Entry

Filed By: Plaintiff Edgeworthy Family Trust  
*Notice of Entry of Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only*

04/04/2017



Answer to Amended Complaint

Filed By: Counter Defendant Viking Corporation  
*Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC*

04/05/2017



Initial Appearance Fee Disclosure

Filed By: Counter Defendant Viking Corporation  
*Defendants/Third-Party Plaintiffs The Viking Corporation & Supply Network, Inc.'s Initial Appearance Fee Disclosure [Third-Party Complaint]*

04/07/2017



Opposition

Filed By: Defendant Lange Plumbing, L.L.C.  
*Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion for Summary Judgment*

04/12/2017



Answer to Amended Complaint

Filed By: Defendant Lange Plumbing, L.L.C.  
*Defendant Lange Plumbing's Answer to Plaintiff's Second Amended Complaint and Cross Claim*

04/14/2017



Joinder to Motion For Summary Judgment

Filed By: Counter Defendant Viking Corporation  
*The Viking Corporation & Supply Network, Inc.'s Joinder with Additional Points & Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment*

04/18/2017



Reply to Motion

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only*

05/01/2017



Motion

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for Deposition*

05/04/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworthy Family Trust  
*Subpoena Duces Tecum*

05/04/2017















Motion

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions*

05/05/2017

# CASE SUMMARY

CASE NO. A-16-738444-C

	 Motion Filed By: Defendant Lange Plumbing, L.L.C. <i>Defendant Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on an Order Shortening Time</i>
05/08/2017	 Receipt of Copy Filed by: Defendant Lange Plumbing, L.L.C. <i>Receipt of Copy for Lange Plumbing's Motion to Compel</i>
05/08/2017	 Summons Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Summons with Affidavit of Service- Giberti</i>
05/15/2017	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on Order Shortening Time</i>
05/17/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>Lange Plumbing's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause &amp; Compel James Kreason to Appear for Deposition</i>
05/22/2017	Administrative Reassignment - Judicial Officer Change <i>From Judge Jessie Walsh to Judge Tierra Jones</i>
05/24/2017	 Answer & Counterclaim (Criminal) Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross-Claim and Amended Counter Claim</i>
05/31/2017	 Affidavit of Service Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Proof of Service</i>
06/01/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions and Countermotion for Sanctions</i>
06/01/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion for An Order to Show Cause and Compel James Kreason to Appear for Deposition</i>
06/02/2017	 Deposition Subpoena Filed By: Plaintiff Edgeworthy Family Trust <i>Subpoena</i>
06/05/2017	 Reply to Opposition <i>Reply to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions</i>
06/06/2017	 Notice of Hearing

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

Filed By: Plaintiff Edgeworthy Family Trust  
*Notice of Hearing*

06/06/2017



Certificate of Mailing

Filed By: Plaintiff Edgeworthy Family Trust  
*Certificate of mailing*

06/12/2017



Answer to Third Party Complaint

Filed By: Counter Claimant Giberti Construction Llc  
*Third-Party Defendant Giberti Construction LLC's Answer to Defendant/Third-Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corporation and Supply Network, Inc. dba Viking Supplynet; and Cross-Complaint Against Lange Plumbing, LLC*

06/12/2017



Initial Appearance Fee Disclosure

*Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure*

06/12/2017



Demand for Jury Trial

Filed By: Counter Claimant Giberti Construction Llc  
*Third Party Defendant Giberti Construction LLC's Demand for Jury Trial*

06/14/2017



Demand for Prior Discovery

Filed By: Counter Claimant Giberti Construction Llc  
*THIRD PARTY DEFENDANT GIBERTI CONSTRUCTION, LLC S REQUEST FOR PRIOR PLEADINGS, DISCOVERY, RECORDS AND DEPOSITION TRANSCRIPTS*

06/16/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworthy Family Trust  
*Subpoena Duces Tecum*

06/20/2017



Response

Filed by: Plaintiff Edgeworthy Family Trust  
*Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior PLeadings, Discovery, Records and Deposition Transcripts*

06/26/2017



Motion to Extend Discovery

Filed By: Counter Claimant Giberti Construction Llc  
*Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time*

06/27/2017



Joinder

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines*

06/29/2017



Stipulated Protective Order

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Stipulated Protective Order*

06/29/2017



Discovery Commissioners Report and Recommendations

Filed By: Defendant Lange Plumbing, L.L.C.  
*Discovery Commissioner's Report and Recommendations*

06/29/2017



Notice of Change of Address

Filed By: Counter Claimant Giberti Construction Llc  
*Notice of Change of Address*

# CASE SUMMARY

CASE NO. A-16-738444-C

07/05/2017	 Response <i>Defendant/Cross claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discovery</i>
07/11/2017	 Answer to Crossclaim <i>Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to Giberti Construction, LLC's Cross Claim</i>
07/11/2017	 Answer to Crossclaim <i>Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corporation's &amp; Supply Network's Amended Cross Claim</i>
07/11/2017	 Supplement Filed by: Plaintiff Edgeworthy Family Trust <i>Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions</i>
07/11/2017	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
07/13/2017	 Answer to Counterclaim Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Answer to Giberti Construction, LLC's Counter Claim</i>
07/14/2017	 Supplement Filed by: Plaintiff Edgeworthy Family Trust <i>Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions</i>
07/14/2017	 Motion to Extend Discovery Filed By: Counter Claimant Giberti Construction Llc <i>Giberti Construction, LLC's Mtn to Extend Discovery Deadlines on OST</i>
07/17/2017	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
07/19/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application For Issuance of Commission to Take Out of State Deposition</i>
07/19/2017	 Commission Issued Party: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
07/19/2017	 Objection Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order</i>
07/21/2017	 Joinder To Motion

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines*

07/26/2017



Supplemental Joint Case Conference Report

Party: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Supplemental Joint Case Conference Report*

07/26/2017



Discovery Commissioners Report and Recommendations

Filed By: Plaintiff Edgeworthy Family Trust  
*Discovery Commissioners Report and Recommendations*

07/27/2017



Joinder

*Defendant Lange Plumbing, LLC's Joinder to Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order*

07/27/2017



Motion for Protective Order

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for Order Shortening Time*

08/04/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworthy Family Trust  
*Subpoena Duces Tecum*

08/07/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworthy Family Trust  
*Subpoena Duces Tecum*

08/07/2017



Motion for Protective Order

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order No. 2 & Request for Order Shortening Time*

08/14/2017



Transcript of Proceedings

*Transcript of Proceedings All Pending Motions Tuesday, April 25, 2017*

08/14/2017



Transcript of Proceedings

*Transcript of Proceedings All Pending Motions Tuesday, March 7, 2017*

08/14/2017



Motion

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.*

08/14/2017



Designation of Expert Witness

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports*

08/15/2017



Opposition

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs' Opposition to Defendant the Viking Corporation & Supp Network, Inc.'s Motions for Protective Orders & Requests for Order Shortening Time*

08/16/2017

# CASE SUMMARY

CASE NO. A-16-738444-C

	 Proof of Service Filed by: Defendant Lange Plumbing, L.L.C. <i>Proof of Service</i>
08/17/2017	 Order Shortening Time Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/17/2017	 Reply Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Reply Re: Motions for Protective Order [NOS. 1 &amp; 2]</i>
08/18/2017	 Receipt of Copy Filed by: Plaintiff Edgeworthy Family Trust <i>Receipt of Copy</i>
08/18/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel</i>
08/18/2017	 Notice of Association of Counsel <i>Notice of Association of Counsel</i>
08/18/2017	 Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum</i>
08/21/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/29/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc <i>Order Granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines (1st Request)</i>
08/30/2017	 Notice of Entry of Order <i>Notice of Entry of Order Granting Giberti Construction LLC's Motion to Extend Discovery Deadlines</i>
08/31/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplinet's Opposition to Plaintiffs' Motion to Amend Complaint to Add Viking Group, Inc.</i>
09/01/2017	 Motion to Associate Counsel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Motion to Associate Counsel</i>
09/01/2017	 Motion to Associate Counsel








# CASE SUMMARY

CASE NO. A-16-738444-C

	Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Motion to Associate Counsel (Kenton L. Robinson)</i>
09/01/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application For Issuance of Commission to Take Out of State Deposition</i>
09/01/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Deposition Outside the State of Nevada</i>
09/05/2017	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Limited Opposition to Viking's Motions to Associate Counsel on an Order Shortening Time</i>
09/05/2017	 Opposition and Countermotion Filed By: Other Rimkus Consulting Group, Inc. <i>NonParty Rimkus Constuling Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order</i>
09/11/2017	 Motion to Compel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Motion to Compel Home Inspection &amp; or in the Alternative Motion to Strike Portions of Expert Testimony &amp; Order Shortening Time</i>
09/12/2017	 Reply Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.</i>
09/12/2017	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Defendants the Viking Corporation &amp; Supply Network, Inc.'s Motion to Compel Home Inspection &amp; or In the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time</i>
09/12/2017	 Supplement to Opposition Filed By: Other Rimkus Consulting Group, Inc. <i>Nonparty Rimkus Consulting Group, Inc.'s Supplement to its Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order</i>
09/13/2017	 Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Order Admitting to Practice (John W. McConnell, III)</i>
09/13/2017	 Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Order Admitting to Practice (Kenton L. Robinson)</i>
09/13/2017	 Order Setting Civil Jury Trial <i>Amended Order Setting Civil Jury Trial</i>

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>
09/14/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworthy Family Trust <i>Subpoena Duces Tecum</i>
09/14/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworthy Family Trust <i>Subpoena Duces Tecum</i>
09/14/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Non-Party Rimkus Consulting Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Opposition to Counter Motion to Quash and Motion for Protective Order</i>













# CASE SUMMARY

CASE NO. A-16-738444-C

09/18/2017	 Designation of Expert Witness Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Notice of Entry of Order (JWM)</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Notice of Entry of Order (KLR)</i>
09/20/2017	 Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet s Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on Order Shortening Time</i>
09/21/2017	 Receipt of Copy Filed by: Plaintiff Edgeworthy Family Trust <i>Receipt of Copy</i>
09/21/2017	 Motion for Summary Judgment Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC. Only</i>
09/21/2017	 Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on Order SHortening Time</i>
09/22/2017	 Receipt of Copy Filed by: Plaintiff Edgeworthy Family Trust <i>Receipt of Copy</i>
09/26/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, The Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an expert on Order Shortening Time</i>
09/27/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworthy Family Trust <i>Discovery Commissioners Report and Recomendations</i>
09/28/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i>
09/29/2017	 Order Shortening Time

# CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Filed By: Plaintiff Edgeworthy Family Trust  <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i></p>
09/29/2017	<p> Order Shortening Time            Filed By: Plaintiff Edgeworthy Family Trust  <i>Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i></p>
10/02/2017	<p> Receipt of Copy            Filed by: Plaintiff Edgeworthy Family Trust  <i>Receipt of Copy</i></p>
10/02/2017	<p> Joinder  <i>Third Party Defendant Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i></p>
10/02/2017	<p> Opposition to Motion in Limine            Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  <i>The Viking Corporation &amp; Supply Network, Inc. S Oppositon to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal</i></p>
10/03/2017	<p> Opposition to Motion to Compel            Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  <i>Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Testimony and Evidence of Expert Robert Carnahan or Alternatively Strike Expert</i></p>
10/04/2017	<p> Motion to Reconsider            Filed By: Plaintiff Edgeworthy Family Trust  <i>Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel</i></p>
10/05/2017	<p> Recorders Transcript of Hearing  <i>Recorders Transcript of Hearing - All Pending Motions - heard on August 23, 2017</i></p>
10/06/2017	<p> Joinder            Filed By: Counter Claimant Giberti Construction Llc  <i>Third Party Defendant Giberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST</i></p>
10/11/2017	<p> Opposition  <i>Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike</i></p>
10/11/2017	<p> Exhibits  <i>Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial</i></p>
10/11/2017	<p> Opposition to Motion            Filed By: Counter Defendant Viking Corporation  <i>Defendant The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i></p>
10/11/2017	<p> Declaration</p>

# CASE SUMMARY

CASE NO. A-16-738444-C

Filed By: Counter Defendant Viking Corporation  
*Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time*

10/11/2017



Application for Issuance of Commission to Take Deposition

Party: Plaintiff Edgeworthy Family Trust

*Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc*

10/11/2017



Commission to Take Deposition Outside the State of Nevada

Filed By: Plaintiff Edgeworthy Family Trust

*Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.*

10/12/2017



Recorders Transcript of Hearing

*Recorders Transcript of Hearing - All Pending Motions - heard on October 4, 2017*

10/12/2017



Application for Issuance of Commission to Take Deposition

Party: Plaintiff Edgeworthy Family Trust

*Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc.*

10/12/2017



Application for Issuance of Commission to Take Deposition

*Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers*

10/12/2017



Commission to Take Deposition Outside the State of Nevada

Filed By: Plaintiff Edgeworthy Family Trust

*Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.*

10/12/2017



Commission to Take Deposition Outside the State of Nevada

Filed By: Plaintiff Edgeworthy Family Trust

*Commission to Take Out of State Deposition for Harold Rodgers*

10/12/2017



Motion

*Non-Party Zurich American Insurance Company s Motion For A Protective Order, Or In The Alternative To Quash Subpoenas*

10/13/2017



Opposition to Motion

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Supplement to Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time*

10/16/2017



Reply to Opposition

Filed by: Plaintiff Edgeworthy Family Trust

*Reply to Viking's Opposition to Plaintiffs Motion to Strike the Viking Defendants' Answer on Order Shortening Time*

10/17/2017



Supplement

Filed by: Plaintiff Edgeworthy Family Trust

*Supplement to Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time*

10/19/2017



Subpoena Duces Tecum

# CASE SUMMARY

CASE NO. A-16-738444-C

	<p>Filed by: Plaintiff Edgeworthy Family Trust <i>Subpoena Duces Tecum</i></p>
10/19/2017	<p> Affidavit of Service Filed By: Plaintiff Edgeworthy Family Trust <i>Affidavit of Service</i></p>
10/19/2017	<p> Certificate of Electronic Service Filed By: Plaintiff Edgeworthy Family Trust <i>Certificate of E-Service</i></p>
10/19/2017	<p> Discovery Commissioners Report and Recommendations Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Discovery Commissioner's Report &amp; Recommendation- Hearing 8.23.17</i></p>
10/19/2017	<p> Motion for Determination of Good Faith Settlement Filed By: Counter Claimant Giberti Construction Llc <i>Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i></p>
10/20/2017	<p> Reporters Transcript <i>Transcripts of Proceedings Tuesday, October 3, 2017</i></p>
10/20/2017	<p> Motion in Limine Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i></p>
10/20/2017	<p> Receipt of Copy Filed by: Plaintiff Edgeworthy Family Trust <i>Receipt of Copy</i></p>
10/23/2017	<p> Notice of Association of Counsel Filed By: Defendant Lange Plumbing, L.L.C. <i>Notice of Association of Counsel</i></p>
10/23/2017	<p> Supplemental Filed by: Plaintiff Edgeworthy Family Trust <i>Second Supplement to Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i></p>
10/23/2017	<p> Reply to Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Reply to Motion for Summary Judgement Against Lange Plumbing, LLC, Only and Reply to Opposition to Motion to Bifurcate Trial and Opposition to Strike Matters from the Record</i></p>
10/23/2017	<p> Non Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Notice of Non-Opposition to Third-Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement</i></p>
10/23/2017	<p> Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's</i></p>

# CASE SUMMARY

CASE NO. A-16-738444-C

*Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel*

10/23/2017



Joinder to Opposition to Motion

Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Joinder to Lange Plumbing, LLC's Opposition to Plaintiffs' Motion for Summary Judgment with Additional Points and Authorities*

10/23/2017



Recorders Transcript of Hearing

*Recorders Transcript of Hearing - Re: All Pending Motions - heard on October 18, 2017*

10/24/2017



Supplement

Filed by: Plaintiff Edgeworthy Family Trust  
*Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder*

10/26/2017



Opposition to Motion

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan*

10/30/2017



Notice

*Notice of Withdrawal of Counsel*

10/30/2017



Objection

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants The Viking Corporation & Supply Network, Inc.'s Objection to Discovery Commissioners' Report & Recommendation on Defendants' Motion to Compel Home Inspection*

11/01/2017



Recorders Transcript of Hearing

*Recorders Transcript of Hearing - Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection and/or in the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time - heard on Sept. 13, 2017*

11/01/2017



Motion to Stay

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for Order Shortening Time*

11/01/2017



Recorders Transcript of Hearing

*Recorders Transcript of Hearing - All Pending Motions - heard on October 24, 2017*

11/01/2017



Motion to Strike

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Strike Plaintiffs' Untimely Disclosed Expert Crane Pomerantz & Request for Order Shortening Time*

11/01/2017



Opposition and Countermotion

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs' Opposition to Non-Party Zurich American Insurance Company's Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter-Motion to Compel*













**CASE SUMMARY**

**CASE NO. A-16-738444-C**

11/01/2017	 Order Filed By: Plaintiff Edgeworthy Family Trust <i>Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i>
11/03/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworthy Family Trust <i>Notice of Entry of Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i>
11/03/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Reply to Viking's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel</i>
11/03/2017	 Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion to Compel Viking Documents and For Order to Respond to Discovery on Order Shortening Time</i>
11/03/2017	 Motion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on Order Shortening Time</i>
11/06/2017	 Receipt of Copy Filed by: Plaintiff Edgeworthy Family Trust <i>Receipt of Copy</i>
11/07/2017	 Reply to Opposition Filed by: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Reply to Viking's Opposition to Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i>
11/08/2017	 Substitution of Attorney Filed by: Defendant Lange Plumbing, L.L.C. <i>Substitution of Attorneys for Lange Plumbing</i>
11/09/2017	 Reply to Opposition Filed by: Subpoena'd (Non) Party Zurich American Insurance Company <i>Non-Party Zurich American Insurance Company's Reply To Plaintiff's Opposition To Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, And Counter Motion To Compel</i>
11/13/2017	 Stipulation and Order Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Stipulation Regarding Motion in Limine Briefing Schedule</i>
11/14/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworthy Family Trust <i>Application for Issuance of Commission to Take Out of State Deposition</i>
11/14/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworthy Family Trust <i>Commission to Take Out of State Deposition</i>

# CASE SUMMARY

CASE NO. A-16-738444-C

11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendant The Viking Corporation's Opposition to Plaintiffs' Motion to Compel Documents and Respond to Discovery Regarding Financial Information</i>
11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents</i>
11/16/2017	 Opposition and Countermotion Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclose Crane Pomerantz as an Initial Expert</i>
11/20/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworthy Family Trust <i>Discovery Commissioners Report and Recommendations</i>
11/22/2017	 Supplemental Filed by: Defendant Lange Plumbing, L.L.C. <i>Lange Plumbing, LLC s Supplemental Brief in Support of its Opposition to Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20(e)</i>
11/30/2017	 Notice of Attorney Lien Filed By: Plaintiff Edgeworthy Family Trust <i>Notice of Attorney Lien</i>
12/05/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworthy Family Trust <i>Subpoena Duces Tecum for Athanasia E. Dalacas, Esq.</i>
12/07/2017	 Motion for Determination of Good Faith Settlement Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Motion for Good Faith Settlement &amp; Request for Order Shortening Time</i>
12/08/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc <i>Order Granting Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i>
12/13/2017	 Notice of Entry of Order Filed By: Counter Claimant Giberti Construction Llc <i>Notice of Entry of Order Granting Third Party Defendant Giberti Constructin LLC's Motion for Good Fiath Settlement</i>
12/14/2017	 Recorders Transcript of Hearing <i>Recorder's transcript re All Pending Motions, Tuesday, November 14, 2017</i>
01/02/2018	 Stipulation and Order for Dismissal Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

# CASE SUMMARY

CASE NO. A-16-738444-C

*Stipulation For Dismissal with Prejudice of Plaintiffs' Claims against Viking Entities*

01/02/2018



Notice of Attorney Lien

Filed By: Plaintiff Edgeworthy Family Trust

*Notice of Amended Attorney's Lien*

01/05/2018



Motion for Determination of Good Faith Settlement

Filed By: Defendant Lange Plumbing, L.L.C.

*Joint Motion for Determination of Good Faith Settlement*

01/17/2018



Memorandum of Costs and Disbursements

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs' Memorandum of Outstanding Costs and Disbursements*

01/18/2018



Notice of Appearance

*Notice of Appearance*

01/24/2018



Motion to Adjudicate Attorney's Lien

*Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC; Order Shortening Time*

01/24/2018



Motion to Consolidate

*Motion to Consolidate on Order Shortening Time*

01/25/2018



Motion

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs Emergency Motion to Extend Date for Hearing on Motion to Consolidate and Motion to Adjudicate on an Order Shortening Time (First Request)*

02/02/2018



Opposition

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs Oppositions to Defendant's Motions to Consolidate and to Adjudicate Attorney Lien*

02/05/2018



Reply in Support

Filed By: Plaintiff Edgeworthy Family Trust

*Reply in Support of Motion to Adjudicate Attorney Lien and Motion for Consolidation*

02/05/2018



Notice of Appearance

*Notice of Appearance on Behalf of the Law Offices of Daniel S. Simon, P.C.*

02/06/2018



Initial Appearance Fee Disclosure

Filed By: Other Law Office of Daniel S. Simon, PC

*Initial Appearance Fee Disclosure (NRS Chapter 19)*

02/16/2018



Supplement

Filed by: Other Law Office of Daniel S. Simon, PC

*Supplement to Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon, PC*

02/16/2018



Opposition

Filed By: Plaintiff Edgeworthy Family Trust

*Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint*

02/20/2018



Stipulation and Order for Dismissal

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc  
*Stipulation and Order for Dismissal with Prejudice of all Claims & of Entire Action*

02/20/2018



Opposition and Countermotion

Filed By: Plaintiff Edgeworthy Family Trust; Plaintiff American Grating LLC  
*Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint*

02/20/2018



Recorders Transcript of Hearing

Party: Plaintiff Edgeworthy Family Trust  
*Recorder's Transcript of Hearing, February 6, 2018, Motion and Status Check: Settlement Documents*

02/22/2018



Order Granting Motion

*Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement*

03/01/2018



Supplemental Brief

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs Supplement to Their Countermotion to Amend Complaint*

03/02/2018



Motion to Dismiss

Filed By: Defendant Lange Plumbing, L.L.C.  
*Special Motion to Dismiss: Anti-Slapp; Order Shortening Time*

03/06/2018



Reporters Transcript

*Recorder's Partial Transcript of Hearing Status Check: February 20, 2018 Settlement Documents Defendant Daniel S. Simon D/B/A Simon Law's Motion to Adjudicate Attorney Lein of the Law Office Daniel Simon PC; Order Shortening Time*

03/06/2018



Notice of Entry of Order

*Notice of Entry of Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement*

03/07/2018



Order

*Order Re Motion to Consolidate; Motion to Adjudicate Attorney's Lien*

03/15/2018



Amended Complaint

Filed By: Plaintiff Edgeworthy Family Trust  
*(A767242) Amended Complaint*

03/15/2018



Summons Electronically Issued - Service Pending

Party: Plaintiff Edgeworthy Family Trust  
*Summons*

03/16/2018



Opposition

Filed By: Plaintiff Edgeworthy Family Trust  
*Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp*

03/19/2018



Exhibits

*Exhibit 1 to Plaintiffs Opposition to Defendants Special Motion to Dismiss*

03/19/2018


















Exhibits

*Exhibit 2 to Plaintiffs Opposition to Defendants Special Motion to Dismiss Anti-Slapp*
















# CASE SUMMARY

CASE NO. A-16-738444-C

03/19/2018	 Exhibits <i>Exhibit 3 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp</i>
03/19/2018	 Exhibits <i>Exhibit 4 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti Slapp</i>
03/19/2018	 Exhibits <i>Exhibit 5 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp</i>
03/20/2018	 Notice of Entry of Order <i>Notice of Entry of Order</i>
03/20/2018	 Acceptance of Service Filed By: Plaintiff Edgeworthy Family Trust <i>Acceptance of Service of The Summons and Amended Complaint</i>
03/21/2018	 Reply in Support <i>Reply in Support of Special Motion to Dismiss: Anti-Slapp</i>
03/23/2018	 Reply in Support <i>Reply in Support of Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)</i>
04/02/2018	 Order Granting Filed By: Defendant Lange Plumbing, L.L.C. <i>Order Granting Joint Motion for Determination of Good Faith Settlement</i>
04/02/2018	 Notice of Entry of Order Filed By: Defendant Lange Plumbing, L.L.C. <i>Notice of Entry of Order Granting Joint Motion for Determination of Good Faith Settlement</i>
04/03/2018	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Defendant Lange Plumbing, L.L.C. <i>Notice of Entry of Stipulation and Order for Dismissal With Prejudice of All Claims &amp; of Entire Action</i>
04/09/2018	 Motion to Dismiss <i>Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)</i>
04/24/2018	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Opposition to Defendant's (Third) Motion to Dismiss</i>
05/02/2018	 Transcript of Proceedings <i>Recorder's Transcript of Hearing All Pending Motions April 3, 2018</i>
05/10/2018	 Motion to Dismiss <i>Special Motion to Dismiss the Amended Complaint: Anit-SLAPP</i>
05/18/2018	 Brief <i>Defendants' Brief Re: Evidentiary Hearing</i>
05/18/2018	

# CASE SUMMARY

CASE NO. A-16-738444-C

	 Brief Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Bench Brief</i>
05/23/2018	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs Opposition to Defendants Second Special Motion to Dismiss: Anti-Slapp</i>
09/17/2018	 Trial Brief Filed By: Plaintiff Edgeworthy Family Trust <i>Simon Law's Trial Brief Requesting an Adverse Inference for Invoking Spousal Privilege</i>
10/11/2018	 Decision and Order <i>Decision and Order on Motion to Adjudicate Lien</i>
10/11/2018	 Order <i>Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
10/11/2018	 Order <i>Decision and ORDER on Special Motion to Dismiss Anti-Slapp</i>
10/24/2018	 Notice of Entry of Decision and Order <i>Notice of Entry of Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
10/29/2018	 Motion <i>Motion to Amend Findings</i>
10/31/2018	 Motion to Amend <i>Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time</i>
11/08/2018	 Opposition Filed By: Plaintiff Edgeworthy Family Trust <i>Plaintiffs' Opposition to Simon's Motion to Amend Findings Under NRCP 52; and/or, for Reconsideration</i>
11/14/2018	 Reply in Support Filed By: Plaintiff Edgeworthy Family Trust <i>Reply in Support of Motion to Amend Findings Under NRCP 52; and/or for Reconsideration</i>
11/19/2018	 Amended Order <i>Amended Decision and Order on Motion to Dismiss NRCP 12(B)(5)</i>
11/19/2018	 Order <i>Decision and Order on Motion to Adjudicate Lien</i>
12/07/2018	 Case Appeal Statement Filed By: Plaintiff Edgeworthy Family Trust <i>Case Appeal Statement</i>
12/07/2018	 Notice of Appeal Filed By: Plaintiff Edgeworthy Family Trust <i>Notice of Appeal</i>

# CASE SUMMARY

CASE NO. A-16-738444-C

12/07/2018



Motion for Attorney Fees and Costs

*Motion for Attorney Fees and Costs*

## **DISPOSITIONS**

12/08/2017

**Order of Dismissal With Prejudice** (Judicial Officer: Jones, Tierra)

Debtors: Viking Corporation (Third Party Plaintiff), Supply Network Inc (Third Party Plaintiff)

Creditors: Giberti Construction Llc (Third Party Defendant)

Judgment: 12/08/2017, Docketed: 12/08/2017

01/02/2018

**Order of Dismissal With Prejudice** (Judicial Officer: Jones, Tierra)

Debtors: Edgeworthy Family Trust (Plaintiff), American Grating LLC (Plaintiff)

Creditors: Viking Corporation (Defendant), Supply Network Inc (Defendant), Viking Group Inc (Defendant)

Judgment: 01/02/2018, Docketed: 01/02/2018

02/20/2018

**Order of Dismissal With Prejudice** (Judicial Officer: Jones, Tierra)

Debtors: Edgeworthy Family Trust (Plaintiff), American Grating LLC (Plaintiff), Rimkus Consulting Group, Inc. (Other), Law Office of Daniel S. Simon, PC (Other)

Creditors: Lange Plumbing, L.L.C. (Defendant), Law Office of Daniel Simon, PC (Defendant)

Judgment: 02/20/2018, Docketed: 02/20/2018

Debtors: Viking Corporation (Cross Defendant), Supply Network Inc (Cross Defendant)

Creditors: Lange Plumbing, L.L.C. (Cross Claimant)

Judgment: 02/20/2018, Docketed: 02/20/2018

Debtors: Lange Plumbing, L.L.C. (Counter Defendant), Viking Corporation (Counter Defendant), Supply Network Inc (Counter Defendant)

Creditors: Viking Corporation (Counter Claimant), Supply Network Inc (Counter Claimant), Giberti Construction Llc (Counter Claimant)

Judgment: 02/20/2018, Docketed: 02/20/2018

02/22/2018

**Order of Dismissal With Prejudice** (Judicial Officer: Jones, Tierra)

Debtors: Edgeworthy Family Trust (Plaintiff)

Creditors: Viking Corporation (Defendant)

Judgment: 02/22/2018, Docketed: 02/22/2018

11/19/2018

**Amended Order of Dismissal** (Judicial Officer: Jones, Tierra)

Debtors: Lange Plumbing, L.L.C. (Defendant), Viking Automatic Sprinkler Co (Defendant), Viking Corporation (Defendant), Supply Network Inc (Defendant), Viking Group Inc (Defendant), Law Office of Daniel Simon, PC (Defendant), Law Office of Daniel S Simon (Defendant)

Creditors: Edgeworthy Family Trust (Plaintiff), American Grating LLC (Plaintiff)

Judgment: 11/19/2018, Docketed: 10/11/2018

## **HEARINGS**

03/07/2017

**Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Barker, David)

Events: 01/13/2017 Motion for Summary Judgment

*Plaintiffs Motion for Summary Judgment*

Denied;

03/07/2017

**Motion to Amend Complaint** (9:00 AM) (Judicial Officer: Barker, David)

*Plaintiffs Motion to Amend the Complaint on Order Shortening Time*

Granted;

03/07/2017



**All Pending Motions** (9:00 AM) (Judicial Officer: Barker, David)

Matter Heard;

Journal Entry Details:

*PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFF'S MOTION TO AMEND THE COMPLAINT ON ORDER SHORTENING TIME Following arguments by counsel, COURT ORDERED, Plaintiff's Motion to Amend the Complaint, GRANTED. COURT*

# CASE SUMMARY

CASE NO. A-16-738444-C

FURTHER ORDERED, Plaintiff's Motion for Summary Judgment, DENIED. ;

04/25/2017



**Motion for Summary Judgment** (9:30 AM) (Judicial Officer: Bonaventure, Joseph T.)

*Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only*

Denied Without Prejudice;

Journal Entry Details:

*Court noted it reviewed everything. Further, its only been a short time for discovery. Following arguments by counsel, Court Stated its Findings, and ORDERED, Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only, DENIED WITHOUT PREJUDICE. Counsel can re-file after the production of the rebuttal experts reports. Plaintiff's counsel to prepare the order.;*

05/17/2017



**Motion to Compel** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST*

Granted; Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST

Journal Entry Details:

*Commissioner advised counsel they need a joint protocol for destructive testing. Ms. Dalacas stated some sprinkler heads were inspected, and testing was requested on eight sprinkler heads. Colloquy re: transporting sprinklers, and if items are lost, who gets the adverse inference. Arguments by counsel. Pltf's expert is in San Diego. Commissioner suggested a paralegal or secretary fly to pick up spinklers. COMMISSIONER RECOMMENDED, motion is ALLOWED with CAVEATS; destructive testing is allowed for no more than 10 sprinkler heads as identified by experts; coordinate as other experts will be present or not, but filming is REQUIRED; Commissioner REQUIRED Defense counsel work with Pltf's counsel to determine how sprinkler heads will be transported; Deft Lange Plumbing will bear the costs of transfer and costs for risk of sprinkler heads not arriving at destination here in Las Vegas, and an adverse inference may be given if appropriate. Ms. Pancoast stated implicating Lange Plumbing with an adverse inference could impact Viking. Ms. Pancoast stated another party is coming into the case. COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 10-16-17 adding parties, amended pleadings, and initial expert disclosures DUE 7-17-17; rebuttal expert disclosures DUE 8-17-17; file dispositive motions by 11-16-17; 1-8-2018 Trial date STANDS. Commissioner advised counsel to let the new party know about destructive testing. Commissioner is available by conference call if necessary. Ms. Dalacas to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;*

06/07/2017

**Motion to Compel** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions*

Granted;

06/07/2017

**Opposition and Countermotion** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Defendant Lange Plumbing, LLC's Opposition to Plaitniff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions and Countermotion for Sanctions*

Denied;

06/07/2017



**All Pending Motions** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;

Journal Entry Details:


*Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions ..... Deft Lange Plumbing, LLC's Opposition / Countermotion for Sanctions Commissioner advised counsel the knowledge requirement was removed from the 30(b)(6) deposition. Arguments by counsel. Commissioner will consider Mr. Simon's request for fees. MATTER TRAILED for counsel to conduct a 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Dalacas will try to produce one of four witnesses and produce a 30(b)(6) Deponent on 6-29-17, and produce 1,000 personnel records by 6-14-17. Mr. Simon needs to see records to determine fees. Argument by Ms. Dalacas, and counsel requested Commissioner deny the fees. COMMISSIONER RECOMMENDED, Pltfs' Motion for an Order to Show Cause on 6-21-17 STANDS. COMMISSIONER RECOMMENDED, Mr. Simon's Request for Fees is*

# CASE SUMMARY

CASE NO. A-16-738444-C

UNDER ADVISEMENT; Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions is GRANTED, and include agreement in the body of Report and Recommendations; Status Check SET on Compliance; Commissioner will continue matter if counsel have a conflict; Deft Lange Plumbing, LLC's Countermotion for Sanctions is DENIED. Mr. Simon to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Further arguments by counsel. Ms. Dalacas's family member passed away. 7-12-17 9:00 a.m. Status Check: Mr. Simon's Request for Fees ..... SC: Compliance;

07/12/2017 **CANCELED Motion for Order to Show Cause (9:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated*  
*Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for Deposition*

07/12/2017  **Status Check (9:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Status Check: Mr. Simon's Request for Fees ..... SC: Compliance*  
 Matter Heard; Status Check: Mr. Simon's Request for Fees ..... SC: Compliance  
 Journal Entry Details:  
*Mr. Simon stated the 30(b)(6) witness was produced, and witness information is missing re: who installed sprinklers inside the home; Kyle Mao (Installer) was disclosed June 2017, Mr. Simon took his deposition and he was employed the entire time and is still employed. No information on Clinton Stephon or Al (maybe Alfonso). Argument by Mr. Simon; supplement provided to Commissioner in Open Court. On 6-14-17, Ms. Dalacas stated 3,000 Pages were produced, 14 employee personnel files, and counsel confirmed Mr. Mao was disclosed in a 16.1 disclosure within the last few months. Arguments by counsel. Mr. Simon will supplement costs for the 30(b)(6) deposition unless counsel work it out. Commissioner will uphold counsels' negotiations. Based on the Memorandum of Costs, COMMISSIONER RECOMMENDED, Commissioner awarded \$3,850, and payment due within 30 days after Court signs the recommendation. Commissioner accepted the analysis in supplemental memorandum, and Mr. Simon must apply the Brunzell factors; fees run to Lange Plumbing only, not the attorney; fees for court reporter and videographer for second 30(b)(6) deposition are UNDER ADVISEMENT; Status Check SET; if counsel believe documents are insufficient, have a 2.34 conference on the last 30(b)(6) discovery. Mr. Simon requested measurements, raw data, and videotape from destructive testing on sprinklers, but portions weren't videotaped, and sprinklers must be transported back to Pltf's expert in California. Ms. Dalacas's expert has sprinklers in his possession, and counsel has no problem releasing them with a protocol in place. Colloquy. COMMISSIONER RECOMMENDED, counsel to work out the protocol; Ms. Dalacas must turn over videotape, raw data, and raw data sheet to all parties by 7-19-17. Expert disclosure deadlines discussed. Based on counsels' agreement, COMMISSIONER RECOMMENDED, move dates two weeks except dispositive motions. Ms. Shaine advised Commissioner she has a pending Motion on OST to extend deadlines and the Trial date. Commissioner stated the Judge's Order would supercede today's Recommendation from the Commissioner. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 8-9-17 9:00 a.m. Status Check: Fees (VACATED) CLERK'S NOTE: In addition to the attorneys' fees awarded above, the Discovery Commissioner awards Plaintiffs their costs of \$973.20 for the Court Reporter and Videographer for the deposition of Bernie Lange taken on June 29, 2017. These costs are to be included in the July 12, 2017 Report and Recommendations to be prepared by Plaintiffs' counsel and submitted within ten (10) days. The Status Check hearing set 8-9-17 is VACATED. (JL 7-21-17) CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Daviel Simon Athanasia Dalacas - Resnick & Louis Janet Pancoast - Cisneros & Marias Cher Shaine - O'Reilly Law;*

07/13/2017 **CANCELED Status Check: Compliance (3:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated - per Commissioner*

07/14/2017 **CANCELED Motion to Extend Discovery (9:30 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated - per Commissioner*  
*Gilberti Construction, LLC's Motion to Extend Discovery Deadlines on OST*

07/14/2017 **CANCELED Joinder (9:30 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated - per Commissioner*

# CASE SUMMARY

CASE NO. A-16-738444-C

*The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines*

07/25/2017



**Motion** (9:30 AM) (Judicial Officer: Jones, Tierra)

*Giberti Construction LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time*

Granted;

Journal Entry Details:

*Following arguments by counsel, Court stated its findings and ORDERED, As to Giberti Construction LLC's Motion to Extend Discovery Deadlines, based on the original discovery disclosure deadline of 7-17-17, discovery extended for thirty 30 days. Deadlines are as follows: Close of Discovery will be 11-13-17; Last day to file motions to amend pleadings or add parties will be 8-14-17; Initial expert disclosure will be 8-14-17; Rebuttal expert disclosure 9-18-17; Last day to file dispositive motions will be 12-11-17. Colloquy regarding trial stacks. Upon Counsel's request, Court noted the 2-5-18 trial date will be the governing trial date for supplemental reports by experts. Court noted Judge Bonaventure's ruling on 4-24-17 that the motion for summary Judgment motion could be renewed after rebuttal expert reports, the Court will let that ruling Stand.;*

08/03/2017

**CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)

*Vacated - per Commissioner*

08/09/2017

**CANCELED Status Check** (9:00 AM) (Judicial Officer: Bulla, Bonnie)

*Vacated*

*Status Check: Fees*

08/23/2017

**Motion for Protective Order** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST*

Granted in Part;

08/23/2017

**Motion for Protective Order** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request for OST*

Granted in Part;

08/23/2017

**Motion to Compel** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST*

Granted in Part;

08/23/2017



**All Pending Motions** (9:30 AM) (Judicial Officer: Bulla, Bonnie)



Matter Heard;

Journal Entry Details:

*Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST Defendant's The Viking Corporation & Supply Network Inc.'s Motion for Protective Order (No. 2) & Request for OST The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions is GRANTED IN PART; go back five years prior to date of this incident and produce models that use fusible link solder LIMITED to the United States for timeframe of January 1, 2012 up to the present time (any geographical locations where VK457 sprinkler heads were distributed). Arguments by counsel. Incident occurred April 2016. Two Attorneys are in the courtroom, but they haven't been admitted Pro Hac Vice. Email provided to Commissioner in Open Court from Mr. Simon. If an email is produced, Commissioner stated the attachments must be produced. MATTER TRAILED for a meaningful 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Pancoast will produce more information. Arguments by counsel. Mr. Simon stated California litigation involves the same sprinkler heads and the same activation issue. Mr. Simon contacted counsel for Plaintiffs, but they refused to speak with him. The California case did not go to Trial. Colloquy re: what the Protective Order covered. COMMISSIONER RECOMMENDED, turn over expert depositions, reports, and Deft depositions or 30(b)(6) depositions. Colloquy re: turning over documents filed or attached to dispositive motions unless the Court seals the entire case. COMMISSIONER*

**CASE SUMMARY****CASE NO. A-16-738444-C**

*RECOMMENDED, produce Pltf depositions (Harold Rogers and Patrick Human), and Mr. Simon will pay reasonable copy costs under Rule 34(d). COMMISSIONER RECOMMENDED, in Motion to Compel - 1) VK457 produce all documents dealing with sprinkler activations worldwide from 1-1-2012 to the present; 2) production and decision to release 7800 sprinklers to the public December 2013 is a 30(b)(6) Topic - produce information and Pltf will pay reasonable copy charges; 3) drawings - provide information related to VK457; 4) all emails and attachments must be produced as discussed; 5) supplement answers and documents for VK457 and provide U.K. information related to VK457; 6) documents LIMITED to activation issues and over-tightening of screw or solder problem pertaining to VK457. Upon Mr. Simon's request for an organized production, COMMISSIONER RECOMMENDED, produce by date (month and year, earliest date first). Colloquy. COMMISSIONER RECOMMENDED, Request for Sanctions is DEFERRED, and Status Check SET; supplemental information due 9-22-17. Commissioner offered a Mandatory Settlement Conference. Ms. Pancoast stated the parties are setting up private Mediation in October. Contact Commissioner for assistance with a MSC if necessary. Colloquy re: resetting Mr. Carnahan's deposition on 9-7-17. Commissioner will not give a second deposition after the rebuttal report. COMMISSIONER RECOMMENDED, counsel must comply with Rule 16.1(a)(2); overly burdensome production is DENIED with the CAVEAT, after taking Mr. Carnahan's deposition, request the transcript. Colloquy re: asking questions about Mr. Carnahan's participation with the Law Firm. Mr. Simon made the Demand on the record. COMMISSIONER RECOMMENDED, reports and deposition transcripts from Thorpe litigation and SSF litigation must be available, and the whole work file for this case; every report, deposition transcripts, and billing records are PROTECTED unless there was a specific report pertaining to VK457 or a deposition given in Thorpe or SSF cases; if under a Protective Order, assert a privilege, and provide a copy of the Court Order to Mr. Simon. Colloquy re: emails not marked should not be confidential. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon brought four discs re: document production. COMMISSIONER RECOMMENDED, for Rule 30(b)(6) deposition, subjects 621, 622, 623, 624, are LIMITED to VK457 for 1-1-2012 to the present, but are Not Limited to the United States; Interrogatory 1 - identify document and bates label, or answer and verify; Interrogatory 2 is LIMITED to VK457; Request for Production 7 and 16 - answer them for five years prior to subject incident LIMITED to VK457, and email attachments must be produced; RTP 1, 2, 3 - production is Not Limited to the U.S., but is LIMITED to VK457 for 1-1-2012 to the present; if Defts don't have documents, explain efforts and why Defts don't have documents; supplement due 9-22-17. COMMISSIONER RECOMMENDED, The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request is GRANTED IN PART; Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request is GRANTED IN PART. Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution. 10-11-17 10:30 a.m. Status Check: Claims ;*

09/07/2017	<b>CANCELED Status Check: Compliance</b> (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
09/07/2017	<b>Motion to Associate Counsel</b> (3:00 AM) (Judicial Officer: Jones, Tierra) Granted;
09/07/2017	<b>Motion to Associate Counsel</b> (3:00 AM) (Judicial Officer: Jones, Tierra) <i>Defendant Viking Corporation's Motion to Associate Counsel</i> Granted;
09/07/2017	 <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED ;</i>
09/13/2017	 <b>Motion to Compel</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Motion to Compel Home Inspection &amp; or in the Alternative Motion to Strike Portions of Expert Testimony &amp; OST Denied Without Prejudice; Defendants The Viking Corporation &amp; Supply Network, Inc.'s Motion to Compel Home Inspection &amp; or in the Alternative Motion to Strike Portions of Expert Testimony &amp; OST</i> Journal Entry Details:

# CASE SUMMARY

CASE NO. A-16-738444-C

Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defs wanted to conduct a heat test and inspect the property (wasn't done); Defs want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house. The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures. Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;

09/19/2017



**Motion to Amend Complaint** (9:30 AM) (Judicial Officer: Jones, Tierra)

*Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.*

Granted;

Journal Entry Details:

*Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.;*

09/20/2017

**Motion to Compel** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum*

Granted;

09/20/2017

**Opposition and Countermotion** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

*NonParty Rimkus Consulting Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order*

Denied;

09/20/2017



**All Pending Motions** (9:30 AM) (Judicial Officer: Bulla, Bonnie)


Matter Heard;

Journal Entry Details:

*Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26(c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected. COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be*

# CASE SUMMARY

CASE NO. A-16-738444-C

	<i>charged more money. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;</i>
10/03/2017	<b>Motion in Limine</b> (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i> Granted;
10/03/2017	<b>Joinder to Motion in Limine</b> (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i> Granted;
10/03/2017	 <b>All Pending Motions</b> (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Giberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation &amp; Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.;</i>
10/04/2017	<b>Motion to Compel</b> (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking corporation &amp; Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST</i> Granted;
10/04/2017	<b>Joinder</b> (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Third Party Deft Giberti Corporation LLC's Joinder to Plaintiff's Motion to Compel Testimony and Evidence of Defts The Viking Corporation &amp; Supply Network Inc. dba Viking Suplynet's Expert Robert Carnahan or in the Alternative Strike Robert Carnahan as an Expert on OST</i> Granted;
10/04/2017	<b>Motion</b> (9:30 AM) (Judicial Officer: Bulla, Bonnie) <b>10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017</b> <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST</i> Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued;

# CASE SUMMARY

CASE NO. A-16-738444-C

10/04/2017

**Joinder** (9:30 AM) (Judicial Officer: Bulla, Bonnie)  
**10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017**

*Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST*

Matter Continued;  
Matter Continued;  
Matter Continued;  
Matter Continued;  
Matter Continued;  
Matter Continued;  
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Matter Continued;  
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Matter Continued;  
Matter Continued;  
Matter Continued;  
Matter Continued;

10/04/2017



**All Pending Motions** (9:30 AM) (Judicial Officer: Bulla, Bonnie)

Matter Heard;


Journal Entry Details:

*Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents .....Third Party Deft Giberti Corporation LLC's Joinder COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltf, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED. Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST ..... Third Party Deft Giberti Corporation LLC's Joinder Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing. COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Pltf's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case. Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder;*

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

10/18/2017	<p><b>Status Check: Compliance</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Status Check: Compliance / Discovery</i></p> <p>Matter Heard;</p>
10/18/2017	<p><b>Motion to Strike</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><b>10/18/2017, 10/24/2017</b></p> <p><i>Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST</i></p> <p>Matter Continued;</p> <p>Deferred Ruling;</p> <p>Matter Continued;</p> <p>Deferred Ruling;</p>
10/18/2017	<p><b>Joinder</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><b>10/18/2017, 10/24/2017</b></p> <p><i>Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST</i></p> <p>Matter Continued;</p> <p>Deferred Ruling;</p> <p>Matter Continued;</p> <p>Deferred Ruling;</p>
10/18/2017	<p> <b>All Pending Motions</b> (10:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST ..... Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST ..... Status Check: Compliance I Discovery Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc. Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016. Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing. Sia Dalacas, Esquire, present for Lange Plumbing LLC. Upon Commissioner's inquiry, Ms. Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET. Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED. 10-24-17 11:00 a.m. same as above;</i></p>
10/19/2017	<p><b>CANCELED Status Check: Compliance</b> (3:00 AM) (Judicial Officer: Bulla, Bonnie)</p>

## CASE SUMMARY

CASE NO. A-16-738444-C

*Vacated - per Commissioner*

10/24/2017

**Status Check (11:00 AM)** (Judicial Officer: Bulla, Bonnie)*Status Check: Status of case*

Matter Heard;

10/24/2017

**All Pending Motions (11:00 AM)** (Judicial Officer: Bulla, Bonnie)

Matter Heard;



Journal Entry Details:

*Status Check: Status of case Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST*

*ATTORNEYS PRESENT: Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply Network Inc. and Viking Corporation). Colloquy re: load on link testing (pressure test), and solder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Pltf's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today. Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Pltfs in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19. After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker. Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast. Commissioner will review documents in camera. Arguments by counsel re:*

# CASE SUMMARY

CASE NO. A-16-738444-C

	<p><i>document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 11-17-17 10:00 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST;</i></p>
10/31/2017	<p><b>Motion for Summary Judgment (9:30 AM)</b> (Judicial Officer: Jones, Tierra)  <b>10/31/2017, 11/14/2017</b>  <i>Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate</i>  Continued;</p>
10/31/2017	<p><b>Motion in Limine (9:30 AM)</b> (Judicial Officer: Jones, Tierra)  <b>10/31/2017, 11/14/2017</b>  <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i>  Continued;</p>
10/31/2017	<p> <b>All Pending Motions (9:30 AM)</b> (Judicial Officer: Jones, Tierra)  Matter Heard;  Journal Entry Details:  <i>Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation. Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court. Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to Opposition by the end of the week. Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given. 11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation &amp; Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only ;</i></p>
11/09/2017	<p> <b>Motion to Reconsider (3:00 AM)</b> (Judicial Officer: Jones, Tierra)  <b>11/09/2017, 11/14/2017</b>  <i>Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel</i>  Continued;  Journal Entry Details:</p>

**CASE SUMMARY****CASE NO. A-16-738444-C**

*Plaintiff's Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel Following a review of the papers and pleadings on file herein, COURT ORDERED a Status Check Hearing on November 14, 2017 at 9:30 a.m. 11/14/17 9:30 A.M. Status Check: Plaintiff's Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel ;*

11/14/2017



**All Pending Motions (9:30 AM)** (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

*Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time APPEARANCES CONTINUED: Kenton Robinson Esq., for Supply Network Inc. and Viking Corporation. Mr. Polsenburg, present, pending counsel. Court noted Plaintiff had a motion on the Court moved Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel form its chamber's calendar since all parties were here today. Further, the Court spoke with Discovery Commissioner Bulla and her recommendations from the last hearing in October should be out next week or the week after and those are the subject of the evidentiary hearing. Upon Court's inquiry, Mr. Simon advised counsel will need 3 full days for the hearing. Colloquy regarding Court's schedule and counsel's availability. Mr. Parker advised he would like to see the Giberti file and American Grating. Court noted counsel was to confer on this. Court directed counsel to meet Thursday or Friday. Further, if counsel has discovery issues, they can address those with Discovery Commissioner Bulla. COURT ORDERED, Evidentiary Hearing Set for 12-13-17, at 10:30 a.m., 12-14-17 and 12-15-17 at 9:00 a.m. Argument by Mr. Simon in support Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time. Argument in opposition by Mr. Robinson. COURT ORDERED, Ruling DEFERRED until the conclusion of the Evidentiary Hearing. Argument by Mr. Simon in support of Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only. Argument in Opposition by Mr. Parker. Court directed Mr. Parker to supplement the Opposition, by 11-22-17 at close of business. Further, Mr. Simon to file Reply to Opposition by 12-1-17 at close of business. and hearing set on 12-7-17 at 9:30 a.m. Further, Motion to Bifurcate to be heard on 12-7-17 at 9:30 a.m. As to Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel, Court noted it doesn't have Discovery Commissioner Bulla's Recommendations and the Evidentiary Hearing. Colloquy regarding the dispositive motion deadline, and outstanding depositions, Ms. Pancoast advised the parties moved all the deadlines and focusing on the 2-5-18 trial date and the close of discovery is January 1, 2018, based on the Motion to Continue trial. Further, counsel requested a order for Settlement Conference. Opposition by Mr. Simon. Court noted it will talk to Commissioner Bulla, and counsel can revisit the issue if something has changed. 12/07/17 9:00 a.m. Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate 12-13-17 10:30 a.m. Evidentiary Hearing 12-14-17 9:00 a.m. Evidentiary Hearing 12-15-17 9:00 a.m. Evidentiary Hearing Ruling: Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel ;*

11/14/2017

**CANCELED All Pending Motions (9:30 AM)** (Judicial Officer: Jones, Tierra)  
*Vacated*

11/16/2017

**CANCELED Status Check: Compliance (3:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated - per Commissioner*  
*Status Check: Compliance*

11/16/2017



**CANCELED Status Check: Compliance (3:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Vacated - per Commissioner*

11/17/2017

**Motion for Protective Order (10:00 AM)** (Judicial Officer: Bulla, Bonnie)  
*Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel*  
Matter Continued;  
Case Settled

# CASE SUMMARY

CASE NO. A-16-738444-C

11/17/2017	<p><b>Motion to Stay</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Defts the Viking Corporation &amp; Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report &amp; Recommendation Pursuant to EDCR 2.34(e) &amp; Request for OST</i></p> <p>Matter Continued; Case Settled</p>
11/17/2017	<p><b>Motion to Strike</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Defendants The Viking Corporation &amp; Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz &amp; Request for OST</i></p> <p>Matter Continued; Case Settled</p>
11/17/2017	<p><b>Opposition and Countermotion</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel</i></p> <p>Matter Continued; Case Settled</p>
11/17/2017	<p><b>Motion to Compel</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST</i></p> <p>Matter Continued; Case Settled</p>
11/17/2017	<p><b>Motion to Compel</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST</i></p> <p>Matter Continued;</p>
11/17/2017	<p> <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defts the Viking Corporation &amp; Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report &amp; Recommendation Pursuant to EDCR 2.34 (e) &amp; Request for OST Defendants The Viking Corporation &amp; Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz &amp; Request for OST Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc. All counsel agreed to work together in good faith and requested to continue all Motions. COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17. 12-1-17 8:30 a.m. same as above;</i></p>
11/21/2017	<p> <b>Motion for Determination of Good Faith Settlement</b> (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i></p> <p>Granted; Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</p> <p>Journal Entry Details: <i>Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.;</i></p>
12/07/2017	<p><b>CANCELED Status Check: Compliance</b> (3:00 AM) (Judicial Officer: Bulla, Bonnie)</p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

*Vacated - per Commissioner*

12/12/2017



**Motion for Determination of Good Faith Settlement** (8:45 AM) (Judicial Officer: Jones, Tierra)

*Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time*

Granted; Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time

Journal Entry Details:

*The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign. COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated. 1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS;*

12/13/2017

**CANCELED Evidentiary Hearing** (10:30 AM) (Judicial Officer: Jones, Tierra)

*Vacated - per Judge*

12/21/2017

**CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)

*Vacated - per Judge*

12/21/2017

**CANCELED Calendar Call** (9:30 AM) (Judicial Officer: Jones, Tierra)

*Vacated - per Judge*

01/02/2018

**CANCELED Calendar Call** (9:00 AM) (Judicial Officer: Jones, Tierra)

*Vacated - Superseding Order*

01/08/2018

**CANCELED Jury Trial** (1:00 PM) (Judicial Officer: Jones, Tierra)

*Vacated - per Judge*

01/09/2018

**CANCELED Motion to Bifurcate** (9:30 AM) (Judicial Officer: Jones, Tierra)

*Vacated - per Judge*

02/06/2018

**Status Check: Settlement Documents** (9:30 AM) (Judicial Officer: Jones, Tierra)

02/06/2018

**Motion for Determination of Good Faith Settlement** (9:30 AM) (Judicial Officer: Jones, Tierra)

*Plaintiffs' Joint Motion for Determination of Good Faith Settlement*

Granted;

02/06/2018

**Motion** (9:30 AM) (Judicial Officer: Jones, Tierra)

**02/06/2018, 02/08/2018, 02/20/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018**

*Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time*

Continued;

Continued;



Matter Continued;

Decision Made;

Continued;

# CASE SUMMARY

CASE NO. A-16-738444-C

	Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made;
02/06/2018	<p><b>Motion to Consolidate</b> (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><b>02/06/2018, 02/08/2018</b></p> <p><i>Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time</i></p> <p>Granted;</p>
02/06/2018	<p> <b>All Pending Motions</b> (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard; Journal Entry Details:</p> <p><i>Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing, Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon. There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as will as the stipulation they will be signing, include the resolution of all claims between the defendant, the crossclaims and any additional insured obligations the defendants may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged. Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, Matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given. 02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time 02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS ;</i></p>
02/08/2018	<p> <b>All Pending Motions</b> (3:00 AM) (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard; Journal Entry Details:</p> <p><i>Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m. 02/20/18 9:30 A.M. Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien</i></p>

# CASE SUMMARY

CASE NO. A-16-738444-C

of the Law Office of Daniel Simon PC CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb;

02/20/2018

**Status Check: Settlement Documents (9:30 AM)** (Judicial Officer: Jones, Tierra)

02/20/2018



**All Pending Motions (9:30 AM)** (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

*Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Status Check: Settlement Documents APPEARANCES CONTINUED: Janet Pancoast on behalf of Viking Corporation, Peter Christiansen on behalf of Law Office of Daniel Simon, PC, Robert Vannah and John Greene on behalf of the Edgeworth Family Trust Upon Court's inquiry, Mr. Simon advised the Edgeworth's signed the releases, Mr. Vannah and Mr. Greene did not sign, counsel has not signed yet, and Mr. Parker client still has not signed the release. Mr. Vannah, advised his office is not involved in the case. Colloquy regarding form and content. Mr. Vannah agreed to sign. Mr. Parker advised there's two releases and he brought the check for \$100,000.00 provided in open Court. Further, counsel will get it signed by Lange Plumbing and provide copies to all parties. Colloquy regarding Stip and Order for Dismissal and Order for Good Faith Settlement. Ms. Pancoast submitted Stip and Order for Dismissal and following review, Order SIGNED IN OPEN COURT. As to the Order for Good Faith Settlement, Court noted Mr. Parker can sign today in Court. As to Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Following arguments by counsel, COURT ORDERED, parties to do a MANDATORY SETTLEMENT CONFERENCE in regards to the lien. Further, Judge Williams as well as Judge Weiss has agreed to do the Settlement Conference. Argument by Mr. Parker in opposition. Argument by Mr. Vannah. Court directed counsel to get in touch with one of the Judge's that agreed to do the Settlement Conference. Colloquy regarding timeframes and discovery. COURT ORDERED, matter set for status check on settlement conference on the date given. Mr. Simon advised he's given the settlement check from Mr Parker, to Mr. Vannah, and he's going to have his clients sign and return so counsel can put it in the trust account. Court so noted. 04/03/18 8:30 A.M. STATUS CHECK: SETTLEMENT CONFERENCE.;*

03/23/2018



**Settlement Conference (1:00 PM)** (Judicial Officer: Williams, Timothy C.)

## MINUTES

Not Settled;

Journal Entry Details:

*The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling. ;*

04/03/2018

**Motion to Dismiss (9:30 AM)** (Judicial Officer: Jones, Tierra)

**04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018**

*Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b) (5)*

Matter Continued;

Decision Made;

Matter Continued;

Decision Made;

04/03/2018

**Status Check (9:30 AM)** (Judicial Officer: Jones, Tierra)

*Status Check: Settlement Conference*



04/03/2018

**Opposition and Countermotion (9:30 AM)** (Judicial Officer: Jones, Tierra)

**04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018**

# CASE SUMMARY

CASE NO. A-16-738444-C

	<p><i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)</i></p> <p>Matter Continued;</p> <p>Decision Made;</p> <p>Matter Continued;</p> <p>Decision Made;</p>
04/03/2018	<p><b>Opposition and Countermotion (9:30 AM)</b> (Judicial Officer: Jones, Tierra)</p> <p><b>04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018</b></p> <p><i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i></p> <p>Matter Continued;</p> <p>Decision Made;</p> <p>Matter Continued;</p> <p>Decision Made;</p>
04/03/2018	<p><b>Motion to Dismiss (9:30 AM)</b> (Judicial Officer: Jones, Tierra)</p> <p><i>Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time</i></p> <p>Denied;</p>
04/03/2018	<p> <b>All Pending Motions (9:30 AM)</b> (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>APPEARANCES CONTINUED: Robert Vannah, and Robert Greene, present. Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time....Status Check: Settlement Conference...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint Following arguments by counsel, COURT ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp, DENIED. COURT FURTHER ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Set for Evidentiary Hearing on the dates as Follows: 05-29-18 11:00 a.m., 05-30-18, at 10:30 a.m., and 5-31-18 at 9:00 a.m. Court notes is will rule on the Motion to Dismiss at the conclusion of the hearing. COURT FURTHER ORDERED, Counsel to submit briefs by 5-18-18 and courtesy copy chambers. 05/29/18 11:00 A.M. EVIDENTIARY HEARING 05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING 05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING ;</i></p>
05/29/2018	<p><b>Evidentiary Hearing (9:30 AM)</b> (Judicial Officer: Jones, Tierra)</p> <p><b>05/29/2018, 08/27/2018-08/30/2018, 09/18/2018</b></p> <p>Matter Continued;</p> <p>Decision Made;</p> <p>Matter Continued;</p> <p>Decision Made;</p>
05/29/2018	<p> <b>All Pending Motions (9:30 AM)</b> (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to</i></p>

# CASE SUMMARY

CASE NO. A-16-738444-C

consolidated case A767242. Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christensen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be available. Mr. Vannah advised they will be present. Colloquy. 8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME ;


05/30/2018 **CANCELED Evidentiary Hearing (10:30 AM)** (Judicial Officer: Jones, Tierra)  
*Vacated - per Judge*

05/31/2018 **CANCELED Evidentiary Hearing (9:00 AM)** (Judicial Officer: Jones, Tierra)  
*Vacated - per Judge*

08/27/2018 **Motion to Dismiss (10:30 AM)** (Judicial Officer: Jones, Tierra)  
**08/27/2018-08/30/2018, 09/18/2018**  
*Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)*

Decision Made;

08/27/2018 **Motion to Dismiss (10:30 AM)** (Judicial Officer: Jones, Tierra)  
**08/27/2018-08/30/2018, 09/18/2018**  
*Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP*  
Decision Made;

08/27/2018  **All Pending Motions (10:30 AM)** (Judicial Officer: Jones, Tierra)  
Matter Heard;  
Journal Entry Details:  
*Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES*

# CASE SUMMARY

CASE NO. A-16-738444-C

*CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT. As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets). COURT ADJOURNED.;*

08/28/2018



**All Pending Motions** (11:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

*Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony, COURT ADJOURNED.;*

08/29/2018



**All Pending Motions** (10:30 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

*Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). COURT ORDERED, Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.;*

08/29/2018

**CANCELED All Pending Motions** (10:30 AM) (Judicial Officer: Jones, Tierra)

*Vacated*

08/30/2018



**All Pending Motions** (9:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

*Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT*

# CASE SUMMARY

CASE No. A-16-738444-C

ORDERED, hearing CONTINUED to the date given. COURT ADJOURNED. 09/18/18 11:00 A.M. HEARING CONTINUED;

09/18/2018



**All Pending Motions** (11:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

DEFENDANT DANIEL S. SIMON d/b/a SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON PC; ORDER SHORTENING TIME.... PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT.... PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE No. A767242)..... DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO NRCP 12(b)(5)..... EVIDENTIARY HEARING... DEFENDANT DANIEL S. SIMON'S SPECIAL MOTION TO DISMISS THE AMENDED COMPLAINT: ANTI-SLAPP..... DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT PURSUANT TO NRCP 12(b)(5). Testimony and exhibits presented (see worksheet). COURT ORDERED, Counsel to submit Blind Closing arguments to the Court by Monday, 9/24/18 at 5:00 pm. FURTHER ORDERED, MOTIONS UNDER ADVISEMENT. The Court shall issue Minute Orders on the above Motions.;

11/15/2018



**Motion to Amend** (9:30 AM) (Judicial Officer: Jones, Tierra)

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Matter Heard;

Journal Entry Details:

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust. Following arguments by counsel, Court advised it will issue a ruling from chambers by Monday, 11-19-18.;

11/16/2018



**Decision** (9:30 AM) (Judicial Officer: Jones, Tierra)

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Minute Order - No Hearing Held;

Journal Entry Details:

Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time Following review of the papers and pleadings on file herein, and the arguments of counsel, COURT ORDERS, Motion to Amend and/or Motion for Reconsideration is Motion GRANTED IN PART, DENIED IN PART. The Court finds that the implied oral contact language in the Decision and Order on Motion to Dismiss pursuant to NRCP 12(b) (5) should be amended as the Court found, in the Decision and Order on Motion to Adjudicate Lien, that an implied contract existed based on past performance, but the Court found no oral nature of the contract. As such, the Court will issue an Amended Decision and Order for the Motion to Dismiss pursuant to NRCP 12(b)(5), under Rule 52, reflecting the implied contract . The Court further finds that the cost award in the Decision and Order on Motion to Adjudicate Lien should be clarified. The amended attorney lien asserted by Simon, in January of 2018, originally sought reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so there are no advance costs outstanding, as of the time of the Court s Decision and Order on Motion to Adjudicate Lien. As such, the Court will issue an Amended Decision and Order on Motion to Adjudicate Lien under Rule 52 reflecting the payment of advanced costs. The Court further finds that the Viking claim settled on or about December 1, 2017, and Viking s first settlement offer was made on November 15, 2017. As such, Finding of Fact #13, in the Court s Decision and Order on Motion to Adjudicate Lien will be amended, under Rule 52, to reflect the dates of December 1, 2017 and November 15, 2017. The Court further finds that there was sufficient evidence presented at the evidentiary hearing to support the Court s findings, regarding the determination of Simon s fees, in the Decision and Order on Motion to Adjudicate Lien. The Court further finds that its findings of fact were not clearly erroneous, regarding the determination of Simon s fees. As such, the fees will only be amended to reflect the subtraction of the outstanding costs. As such, the Motion to Amend the Court s findings, regarding the determination of Simon s fees, under Rule 52 is DENIED. CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-16-738444-C**

	<i>to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com, and emailed to John Greene Esq., at jgreene@vannahlaw.com /tb ;</i>
11/19/2018	<b>CANCELED Decision</b> (8:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated</i> <i>Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time</i>
11/29/2018	<b>CANCELED Motion to Amend</b> (3:00 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - Duplicate Entry</i> <i>Motion to Amend Findings Under NRCP 52 and/or for Reconsideration</i>
01/15/2019	<b>Motion for Attorney Fees and Costs</b> (9:30 AM) (Judicial Officer: Jones, Tierra)

**DATE**

**FINANCIAL INFORMATION**

<b>Plaintiff</b> American Grating LLC	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>
<b>Counter Claimant</b> Giberti Construction Llc	
Total Charges	223.00
Total Payments and Credits	223.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>
<b>Counter Defendant</b> Supply Network Inc	
Total Charges	30.00
Total Payments and Credits	30.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>
<b>Counter Defendant</b> Viking Corporation	
Total Charges	358.00
Total Payments and Credits	358.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>
<b>Defendant</b> Lange Plumbing, L.L.C.	
Total Charges	223.00
Total Payments and Credits	223.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>
<b>Plaintiff</b> Edgeworthy Family Trust	
Total Charges	1,117.00
Total Payments and Credits	1,117.00
<b>Balance Due as of 12/12/2018</b>	<b>0.00</b>

# DISTRICT COURT CIVIL COVER SHEET

County, Nevada  
Case No. \_\_\_\_\_  
*(Assigned by Clerk's Office)*

A - 1 6 7 3 8 4 4 4 - C  
X

## I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): <div style="text-align: center;">EDGEWORTH FAMILY TRUST</div>	Defendant(s) (name/address/phone): <div style="text-align: center;">LANGE PLUMBING, L.L.C. VIKING AUTOMATIC SPRINKLER CO.</div>
Attorney (name/address/phone): <div style="text-align: center;">Daniel S. Simon 702-364-1650 810 S. Casino Center Blvd., LV, NV 89101</div>	Attorney (name/address/phone): 

## II. Nature of Controversy *(please select the one most applicable filing type below)*

### Civil Case Filing Types

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input checked="" type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Writ of Habeas Corpus  <input type="checkbox"/> Writ of Mandamus  <input type="checkbox"/> Writ of Quo Warrant                             </div> <div> <input type="checkbox"/> Writ of Prohibition  <input type="checkbox"/> Other Civil Writ                             </div> </div>		<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

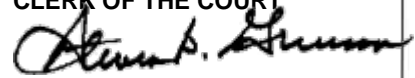
*Business Court filings should be filed using the Business Court civil coversheet.*

6-14-16

Date

Signature of initiating party or representative

*See other side for family-related case filings.*



ORD

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST; and  
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE VIKING  
CORPORATION, a Michigan Corporation;  
SUPPLY NETWORK, INC., dba VIKING  
SUPPLYNET, a Michigan Corporation; and  
DOES 1 through 5; and, ROE entities 6 through  
10;

Defendants.

EDGEWORTH FAMILY TRUST; and  
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW OFFICE OF  
DANIEL S. SIMON, a Professional Corporation  
d/b/a SIMON LAW; DOES 1 through 10; and,  
ROE entities 1 through 10;

Defendants.

CASE NO.: A-18-767242-C  
DEPT NO.: XXVI

**Consolidated with**

CASE NO.: A-16-738444-C  
DEPT NO.: X

**DECISION AND ORDER ON MOTION  
TO ADJUDICATE LIEN**

**DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

This case came on for an evidentiary hearing August 27-30, 2018 and concluded on September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in

1 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James  
2 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or  
3 "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their  
4 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John  
5 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully  
6 advised of the matters herein, the **COURT FINDS:**

### 7 8 **FINDINGS OF FACT**

9 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,  
10 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and  
11 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on  
12 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation  
13 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.  
14 Simon and his wife were close family friends with Brian and Angela Edgeworth.

15 2. The case involved a complex products liability issue.

16 3. On April 10, 2016, a house the Edgeworths were building as a speculation home  
17 suffered a flood. The house was still under construction and the flood caused a delay. The  
18 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and  
19 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and  
20 within the plumber's scope of work, caused the flood; however, the plumber asserted the fire  
21 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,  
22 Viking, et al., also denied any wrongdoing.

23 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send  
24 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties  
25 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not  
26 resolve. Since the matter was not resolved, a lawsuit had to be filed.

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and  
28

1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,  
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately  
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")  
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

5 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet  
6 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and  
7 had some discussion about payments and financials. No express fee agreement was reached during  
8 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."  
9 It reads as follows:

10  
11 We never really had a structured discussion about how this might be done.  
12 I am more that happy to keep paying hourly but if we are going for punitive  
13 we should probably explore a hybrid of hourly on the claim and then some  
14 other structure that incents both of us to win an go after the appeal that these  
15 scumbags will file etc.  
16 Obviously that could not have been doen earlier snce who would have thought  
17 this case would meet the hurdle of punitives at the start.  
18 I could also swing hourly for the whole case (unless I am off what this is  
19 going to cost). I would likely borrow another \$450K from Margaret in 250  
20 and 200 increments and then either I could use one of the house sales for cash  
21 or if things get really bad, I still have a couple million in bitcoin I could sell.  
22 I doubt we will get Kinsale to settle for enough to really finance this since I  
23 would have to pay the first \$750,000 or so back to Colin and Margaret and  
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first  
27 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.  
28 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.  
Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per  
hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and  
costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per

1 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no  
2 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the  
3 bills indicated an hourly rate of \$550.00 per hour.

4 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and  
5 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services  
6 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of  
7 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was  
8 paid by the Edgeworths on August 16, 2017.

9 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount  
10 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate  
11 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per  
12 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for  
13 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September  
14 25, 2017.

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and  
16 \$118,846.84 in costs; for a total of \$486,453.09.<sup>1</sup> These monies were paid to Daniel Simon Esq. and  
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and  
18 costs to Simon. They made Simon aware of this fact.

19 12. Between June 2016 and December 2017, there was a tremendous amount of work  
20 done in the litigation of this case. There were several motions and oppositions filed, several  
21 depositions taken, and several hearings held in the case.

22 13. On the evening of November 15, 2017, the Edgeworth's received the first settlement  
23 offer for their claims against the Viking Corporation ("Viking"). However, the claims were not  
24 settled until on or about December 1, 2017.

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the  
26

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27 <sup>1</sup> \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and  
28 \$2,887.50 for the services of Benjamin Miller.

1 open invoice. The email stated: "I know I have an open invoice that you were going to give me at a  
2 mediation a couple weeks ago and then did not leave with me. Could someone in your office send  
3 Peter (copied here) any invoices that are unpaid please?" (Def. Exhibit 38).

4 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to  
5 come to his office to discuss the litigation.

6 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,  
7 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff's  
8 Exhibit 4).

9 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &  
10 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all  
11 communications with Mr. Simon.

12 18. On the morning of November 30, 2017, Simon received a letter advising him that the  
13 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,  
14 et.al. The letter read as follows:

15  
16 "Please let this letter serve to advise you that I've retained Robert D. Vannah,  
17 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation  
18 with the Viking entities, et.al. I'm instructing you to cooperate with them in  
19 every regard concerning the litigation and any settlement. I'm also instructing  
20 you to give them complete access to the file and allow them to review  
whatever documents they request to review. Finally, I direct you to allow  
them to participate without limitation in any proceeding concerning our case,  
whether it be at depositions, court hearings, discussions, etc."

21 (Def. Exhibit 43).

22 19. On the same morning, Simon received, through the Vannah Law Firm, the  
23 Edgeworth's consent to settle their claims against Lange Plumbing LLC for \$25,000.

24 20. Also on this date, the Law Office of Danny Simon filed an attorney's lien for the  
25 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the  
26 Law Office filed an amended attorney's lien for the sum of \$2,345,450, less payments made in the  
27 sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and  
28

1 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

2 21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly  
3 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset  
4 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the  
5 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee  
6 due to the Law Office of Danny Simon.

7 22. The parties agree that an express written contract was never formed.

8 23. On December 7, 2017, the Edgeworths signed a Consent to Settle their claims against  
9 Lange Plumbing LLC for \$100,000.

10 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in  
11 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.  
12 Simon, a Professional Corporation, case number A-18-767242-C.

13 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate  
14 Lien with an attached invoice for legal services rendered. The amount of the invoice was  
15 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

## 16 17 **CONCLUSION OF LAW**

### 18 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The** 19 **Court**

20 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the  
21 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-  
22 738444-C under NRS 18.015.

23 NRS 18.015(1)(a) states:

24 1. An attorney at law shall have a lien:

25 (a) Upon any claim, demand or cause of action, including any claim for unliquidated  
26 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.

27 Nev. Rev. Stat. 18.015.

1 The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C,  
2 complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS  
3 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was  
4 perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited,  
5 thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly &  
6 Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien  
7 is enforceable in form.

8 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.  
9 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at  
10 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's  
11 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication  
12 under NRS 18.015, thus the Court must adjudicate the lien.

### 13 ***Fee Agreement***

14  
15 It is undisputed that no express written fee agreement was formed. The Court finds that there  
16 was no express oral fee agreement formed between the parties. An express oral agreement is  
17 formed when all important terms are agreed upon. *See, Loma Linda University v. Eckenweiler*, 469  
18 P.2d 54 (Nev. 1970) (*no oral contract was formed, despite negotiation, when important terms were*  
19 *not agreed upon and when the parties contemplated a written agreement*). The Court finds that the  
20 payment terms are essential to the formation of an express oral contract to provide legal services on  
21 an hourly basis.

22 Here, the testimony from the evidentiary hearing does not indicate, with any degree of  
23 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite  
24 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,  
25 regarding punitive damages and a possible contingency fee, indicate that no express oral fee  
26 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August  
27 22, 2017 email, titled "Contingency," he writes:

1 “We never really had a structured discussion about how this might be done. I  
2 am more than happy to keep paying hourly but if we are going for punitive we  
3 should probably explore a hybrid of hourly on the claim and then some other  
4 structure that incents both of us to win and go after the appeal that these  
5 scumbags will file etc. Obviously that could not have been done earlier since  
6 who would have thought this case would meet the hurdle of punitives at the  
7 start. I could also swing hourly for the whole case (unless I am off what this  
8 is going to cost). I would likely borrow another \$450K from Margaret in 250  
9 and 200 increments and then either I could use one of the house sales for cash  
10 or if things get really bad, I still have a couple million in bitcoin I could sell. I  
11 doubt we will get Kinsale to settle for enough to really finance this since I  
12 would have to pay the first \$750,000 or so back to Colin and Margaret and  
13 why would Kinsale settle for \$1MM when their exposure is only \$1MM?”

14 (Def. Exhibit 27).

15 It is undisputed that when the flood issue arose, all parties were under the impression that Simon  
16 would be helping out the Edgeworths, as a favor.

17 The Court finds that an implied fee agreement was formed between the parties on December  
18 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,  
19 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was  
20 created with a fee of \$275 per hour for Simon’s associates. Simon testified that he never told the  
21 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to “trigger  
22 coverage”. When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and  
23 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied  
24 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour  
25 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

### 26 *Constructive Discharge*

27 Constructive discharge of an attorney may occur under several circumstances, such as:

- 28 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v. Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- Refusal to pay an attorney creates constructive discharge. *See e.g., Christian v. All Persons Claiming Any Right*, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).

- Suing an attorney creates constructive discharge. See Tao v. Probate Court for the Northeast Dist. #26, 2015 Conn. Super. LEXIS 3146, \*13-14, (Dec. 14, 2015). See also Maples v. Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State, 2017 Nev. Unpubl. LEXIS 472.
- Taking actions that preventing effective representation creates constructive discharge. McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

Here, the Court finds that the Edgeworths constructively discharged Simon as their lawyer on November 29, 2017. The Edgeworths assert that because Simon has not been expressly terminated, has not withdrawn, and is still technically their attorney of record; there cannot be a termination. The Court disagrees.

On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and signed a retainer agreement. The retainer agreement was for representation on the Viking settlement agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all things without a compromise. Id. The retainer agreement specifically states:

Client retains Attorneys to represent him as his Attorneys regarding Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING ENTITIES and all damages including, but not limited to, all claims in this matter and empowers them to do all things to effect a compromise in said matter, or to institute such legal action as may be advisable in their judgment, and agrees to pay them for their services, on the following conditions:

- a) ...
- b) ...
- c) Client agrees that his attorneys will work to consummate a settlement of \$6,000,000 from the Viking entities and any settlement amount agreed to be paid by the Lange entity. Client also agrees that attorneys will work to reach an agreement amongst the parties to resolve all claims in the Lange and Viking litigation.

Id.

This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr. Simon had already begun negotiating the terms of the settlement agreement with Viking during the week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put

1 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.  
2 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly  
3 identified as the firm that solely advised the clients about the settlement. The actual language in the  
4 settlement agreement, for the Viking claims, states:

5  
6 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.  
7 and John Greene, Esq., of the law firm Vannah & Vannah has explained the  
8 effect of this AGREEMENT and their release of any and all claims, known or  
9 unknown and, based upon that explanation and their independent judgment by  
10 the reading of this Agreement, PLAINTIFFS understand and acknowledge the  
11 legal significance and the consequences of the claims being released by this  
12 Agreement. PLAINTIFFS further represent that they understand and  
acknowledge the legal significance and consequences of a release of unknown  
claims against the SETTLING PARTIES set forth in, or arising from, the  
INCIDENT and hereby assume full responsibility for any injuries, damages,  
losses or liabilities that hereafter may occur with respect to the matters  
released by this Agreement.

13 Id.

14 Also, Simon was not present for the signing of these settlement documents and never explained any  
15 of the terms to the Edgeworths. He sent the settlement documents to the Law Office of Vannah and  
16 Vannah and received them back with the signatures of the Edgeworths.

17 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.  
18 Though there were email communications between the Edgeworths and Simon, they did not verbally  
19 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,  
20 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth  
21 responds to the email saying, "please give John Greene at Vannah and Vannah a call if you need  
22 anything done on the case. I am sure they can handle it." (Def. Exhibit 80). At this time, the claim  
23 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively  
24 working on this claim, but he had no communication with the Edgeworths and was not advising  
25 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert  
26 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law  
27 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon  
28

1 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the  
2 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.  
3 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange  
4 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.  
5 Simon never signed off on any of the releases for the Lange settlement.

6 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah  
7 Esq. to James Christensen Esq. dated December 26, 2017, which states: "They have lost all faith and  
8 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.  
9 Quite frankly, they are fearful that he will steal the money." (Def. Exhibit 48). Then on January 4,  
10 2018, the Edgeworth's filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,  
11 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a  
12 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an  
13 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that  
14 doesn't seem in his best interests." (Def. Exhibit 53).

15 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-  
16 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the  
17 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018  
18 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that  
19 was attached to the letter), and that Simon continued to work on the case after the November 29,  
20 2017 date. The court further recognizes that it is always a client's decision of whether or not to  
21 accept a settlement offer. However the issue is constructive discharge and nothing about the fact  
22 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively  
23 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys  
24 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating  
25 with him, making it impossible to advise them on pending legal issues, such as the settlements with  
26 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing

27 //

1 Simon from effectively representing the clients. The Court finds that Danny Simon was  
2 constructively discharged by the Edgeworths on November 29, 2017.

3  
4 **Adjudication of the Lien and Determination of the Law Office Fee**

5 NRS 18.015 states:

6 1. An attorney at law shall have a lien:

7 (a) Upon any claim, demand or cause of action, including any claim for  
8 unliquidated damages, which has been placed in the attorney's hands by a  
9 client for suit or collection, or upon which a suit or other action has been  
10 instituted.

11 (b) In any civil action, upon any file or other property properly left in the  
12 possession of the attorney by a client.

13 2. A lien pursuant to subsection 1 is for the amount of any fee which has  
14 been agreed upon by the attorney and client. In the absence of an agreement,  
15 the lien is for a reasonable fee for the services which the attorney has rendered  
16 for the client.

17 3. An attorney perfects a lien described in subsection 1 by serving notice  
18 in writing, in person or by certified mail, return receipt requested, upon his or  
19 her client and, if applicable, upon the party against whom the client has a  
20 cause of action, claiming the lien and stating the amount of the lien.

21 4. A lien pursuant to:

22 (a) Paragraph (a) of subsection 1 attaches to any verdict, judgment or  
23 decree entered and to any money or property which is recovered on account of  
24 the suit or other action; and

25 (b) Paragraph (b) of subsection 1 attaches to any file or other property  
26 properly left in the possession of the attorney by his or her client, including,  
27 without limitation, copies of the attorney's file if the original documents  
28 received from the client have been returned to the client, and authorizes the  
attorney to retain any such file or property until such time as an adjudication  
is made pursuant to subsection 6, from the time of service of the notices  
required by this section.

5. A lien pursuant to paragraph (b) of subsection 1 must not be  
construed as inconsistent with the attorney's professional responsibilities to  
the client.

6. 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.

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

1 Nev. Rev. Stat. 18.015.

2 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms  
3 are applied. Here, there was no express contract for the fee amount, however there was an implied  
4 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his  
5 services, and \$275 per hour for the services of his associates. This contract was in effect until  
6 November 29, 2017, when he was constructively discharged from representing the Edgeworths.  
7 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is  
8 due a reasonable fee- that is, quantum meruit.

### 9 10 *Implied Contract*

11 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550  
12 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was  
13 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was  
14 created when invoices were sent to the Edgeworths, and they paid the invoices.

15 The invoices that were sent to the Edgeworths indicate that they were for costs and attorney's  
16 fees, and these invoices were paid by the Edgeworths. Though the invoice says that the fees were  
17 reduced, there is no evidence that establishes that there was any discussion with the Edgeworths as  
18 to how much of a reduction was being taken, and that the invoices did not need to be paid. There is  
19 no indication that the Edgeworths knew about the amount of the reduction and acknowledged that  
20 the full amount would be due at a later date. Simon testified that Brian Edgeworth chose to pay the  
21 bills to give credibility to his actual damages, above his property damage loss. However, as the  
22 lawyer/counselor, Simon did not prevent Brian Edgeworth from paying the bill or in any way refund  
23 the money, or memorialize this or any understanding in writing.

24 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCPP  
25 16.1 disclosures and computation of damages; and these amounts include the four invoices that were  
26 paid in full and there was never any indication given that anything less than all the fees had been  
27 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees  
28

1 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of  
2 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the  
3 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must  
4 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the  
5 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law  
6 Office retained the payments, indicating an implied contract was formed between the parties. The  
7 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the  
8 date they were constructively discharged, November 29, 2017.

9  
10 *Amount of Fees Owed Under Implied Contract*

11 The Edgeworths were billed, and paid for services through September 19, 2017. There is  
12 some testimony that an invoice was requested for services after that date, but there is no evidence  
13 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for  
14 fees was formed, the Court must now determine what amount of fees and costs are owed from  
15 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the  
16 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted  
17 billings, the attached lien, and all other evidence provided regarding the services provided during  
18 this time.

19 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing  
20 that was prepared with the lien "super bill," are not necessarily accurate as the Law Office went back  
21 and attempted to create a bill for work that had been done over a year before. She testified that they  
22 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every  
23 email that was read and responded to. She testified that the dates were not exact, they just used the  
24 dates for which the documents were filed, and not necessarily the dates in which the work was  
25 performed. Further, there are billed items included in the "super bill" that was not previously billed  
26 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice  
27 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing  
28

1 indicated that there were no phone calls included in the billings that were submitted to the  
2 Edgeworths.

3 This attempt to recreate billing and supplement/increase previously billed work makes it  
4 unclear to the Court as to the accuracy of this “recreated” billing, since so much time had elapsed  
5 between the actual work and the billing. The court reviewed the billings of the “super bill” in  
6 comparison to the previous bills and determined that it was necessary to discount the items that had  
7 not been previously billed for; such as text messages, reviews with the court reporter, and reviewing,  
8 downloading, and saving documents because the Court is uncertain of the accuracy of the “super  
9 bill.”

10 Simon argues that he has no billing software in his office and that he has never billed a client  
11 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,  
12 in this case, were billed hourly because the Lange contract had a provision for attorney’s fees;  
13 however, as the Court previously found, when the Edgeworths paid the invoices it was not made  
14 clear to them that the billings were only for the Lange contract and that they did not need to be paid.  
15 Also, there was no indication on the invoices that the work was only for the Lange claims, and not  
16 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without  
17 emails or calls, understanding that those items may be billed separately; but again the evidence does  
18 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.  
19 This argument does not persuade the court of the accuracy of the “super bill”.

20 The amount of attorney’s fees and costs for the period beginning in June of 2016 to  
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016  
22 which appears to indicate that it began with the initial meeting with the client, leading the court to  
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s  
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This  
25 amount has already been paid by the Edgeworths on December 16, 2016.<sup>2</sup>

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26  
27 <sup>2</sup>There are no billing amounts from December 2 to December 4, 2016.  
28

1 The amount of the attorney's fees and costs for the period beginning on December 5, 2016 to  
2 April 4, 2017 is \$46,620.69. This amount is based upon the invoice from April 7, 2017. This  
3 amount has already been paid by the Edgeworths on May 3, 2017.

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the  
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for  
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.  
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has  
8 been paid by the Edgeworths on August 16, 2017.<sup>3</sup>

9 The amount of attorney's fees for the period of July 31, 2017 to September 19, 2017, for the  
10 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney's fees for this period for  
11 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney's fees for this period for Benjamin Miller  
12 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount  
13 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been  
14 paid by the Edgeworths on September 25, 2017.

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of  
16 attorney fees owed to the Law Office of Daniel Simon.<sup>4</sup> For the services of Daniel Simon Esq., the  
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to  
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel  
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees  
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November  
21 29, 2017 is \$92,716.25.<sup>5</sup> For the services of Benjamin Miller Esq., the total amount of hours billed  
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work  
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.<sup>6</sup>

24 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.

25  
26 <sup>3</sup> There are no billings from July 28 to July 30, 2017.

27 <sup>4</sup> There are no billings for October 8<sup>th</sup>, October 28-29, and November 5<sup>th</sup>.

28 <sup>5</sup> There is no billing for the October 7-8, October 22, October 28-29, November 4, November 11-12, November 18-19, November 21, and November 23-26.

<sup>6</sup> There is no billing from September 19, 2017 to November 5, 2017.

1 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid  
2 by the Edgeworths, so the implied fee agreement applies to their work as well.

3 The Court finds that the total amount owed to the Law Office of Daniel Simon for the period  
4 of September 19, 2018 to November 29, 2017 is \$284,982.50.

### 6 ***Costs Owed***

7 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding  
8 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,  
9 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-  
10 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought  
11 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later  
12 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so  
13 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

### 15 ***Quantum Meruit***

16 When a lawyer is discharged by the client, the lawyer is no longer compensated under the  
17 discharged/breached/repudiated contract, but is paid based on quantum meruit. *See e.g. Golightly v.*  
18 *Gassner*, 281 P.3d 1176 (Nev. 2009) (*unreported*) (*discharged contingency attorney paid by*  
19 *quantum meruit rather than by contingency fee pursuant to agreement with client*); *citing, Gordon v.*  
20 *Stewart*, 324 P.3d 234 (1958) (*attorney paid in quantum meruit after client breach of agreement*);  
21 *and, Cooke v. Gove*, 114 P.2d 87 (Nev. 1941) (*fees awarded in quantum meruit when there was no*  
22 *contingency agreement*). Here, Simon was constructively discharged by the Edgeworths on  
23 November 29, 2017. The constructive discharge terminated the implied contract for fees. William  
24 Kemp Esq. testified as an expert witness and stated that if there is no contract, then the proper award  
25 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees  
26 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion  
27 of the Law Office's work on this case.

1 In determining the amount of fees to be awarded under quantum meruit, the Court has wide  
2 discretion on the method of calculation of attorney fee, to be “tempered only by reason and  
3 fairness”. Albios v. Horizon Communities, Inc., 132 P.3d 1022 (Nev. 2006). The law only requires  
4 that the court calculate a reasonable fee. Shuette v. Beazer Homes Holding Corp., 124 P.3d 530  
5 (Nev. 2005). Whatever method of calculation is used by the Court, the amount of the attorney fee  
6 must be reasonable under the Brunzell factors. Id. The Court should enter written findings of the  
7 reasonableness of the fee under the Brunzell factors. Argentina Consolidated Mining Co., v. Jolley,  
8 Urga, Wirth, Woodbury Standish, 216 P.3d 779, at fn2 (Nev. 2009). Brunzell provides that  
9 “[w]hile hourly time schedules are helpful in establishing the value of counsel services, other factors  
10 may be equally significant. Brunzell v. Golden Gate National Bank, 455 P.2d 31 (Nev. 1969).

11 The Brunzell factors are: (1) the qualities of the advocate; (2) the character of the work to be  
12 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the  
13 Court notes that the majority of the work in this case was complete before the date of the  
14 constructive discharge, and the Court is applying the Brunzell factors for the period commencing  
15 after the constructive discharge.

16 In considering the Brunzell factors, the Court looks at all of the evidence presented in the  
17 case, the testimony at the evidentiary hearing, and the litigation involved in the case.

18 *1. Quality of the Advocate*

19 Brunzell expands on the “qualities of the advocate” factor and mentions such items as  
20 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for  
21 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig  
22 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.  
23 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.  
24 Simon’s work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon’s  
25 work product and results are exceptional.

26 *2. The Character of the Work to be Done*

27 The character of the work done in this case is complex. There were multiple parties,  
28

1 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the  
2 gamut from product liability to negligence. The many issues involved manufacturing, engineering,  
3 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp  
4 testified that the quality and quantity of the work was exceptional for a products liability case against  
5 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the  
6 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the  
7 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a  
8 substantial factor in achieving the exceptional results.

9 3. The Work Actually Performed

10 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,  
11 numerous court appearances, and deposition; his office uncovered several other activations, that  
12 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved  
13 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the  
14 other activations being uncovered and the result that was achieved in this case. Since Mr.  
15 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions  
16 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by  
17 the Law Office of Daniel Simon led to the ultimate result in this case.

18 4. The Result Obtained

19 The result was impressive. This began as a \$500,000 insurance claim and ended up settling  
20 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange  
21 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle  
22 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the  
23 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is  
24 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from  
25 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.  
26 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage  
27 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they  
28

1 were made more than whole with the settlement with the Viking entities.

2 In determining the amount of attorney's fees owed to the Law Firm of Daniel Simon, the  
3 Court also considers the factors set forth in Nevada Rules of Professional Conduct – Rule 1.5(a)  
4 which states:

5  
6 (a) A lawyer shall not make an agreement for, charge, or collect an  
7 unreasonable fee or an unreasonable amount for expenses. The factors to be  
8 considered in determining the reasonableness of a fee include the following:

9 (1) The time and labor required, the novelty and difficulty of the  
10 questions involved, and the skill requisite to perform the legal service  
11 properly;

12 (2) The likelihood, if apparent to the client, that the acceptance of the  
13 particular employment will preclude other employment by the lawyer;

14 (3) The fee customarily charged in the locality for similar legal  
15 services;

16 (4) The amount involved and the results obtained;

17 (5) The time limitations imposed by the client or by the  
18 circumstances;

19 (6) The nature and length of the professional relationship with the  
20 client;

21 (7) The experience, reputation, and ability of the lawyer or lawyers  
22 performing the services; and

23 (8) Whether the fee is fixed or contingent.

24 NRCP 1.5. However, the Court must also consider the remainder of Rule 1.5 which goes on to state:

25 (b) The scope of the representation and the basis or rate of the fee and  
26 expenses for which the client will be responsible shall be communicated to the  
27 client, preferably in writing, before or within a reasonable time after  
28 commencing the representation, except when the lawyer will charge a  
regularly represented client on the same basis or rate. Any changes in the  
basis or rate of the fee or expenses shall also be communicated to the client.

(c) A fee may be contingent on the outcome of the matter for which the  
service is rendered, except in a matter in which a contingent fee is prohibited  
by paragraph (d) or other law. A contingent fee agreement shall be in writing,  
signed by the client, and shall state, in boldface type that is at least as large as  
the largest type used in the contingent fee agreement:

(1) The method by which the fee is to be determined, including the  
percentage or percentages that shall accrue to the lawyer in the event of  
settlement, trial or appeal;

(2) Whether litigation and other expenses are to be deducted from the  
recovery, and whether such expenses are to be deducted before or after the  
contingent fee is calculated;

- 1 (3) Whether the client is liable for expenses regardless of outcome;  
2 (4) That, in the event of a loss, the client may be liable for the  
3 opposing party's attorney fees, and will be liable for the opposing party's  
4 costs as required by law; and  
5 (5) That a suit brought solely to harass or to coerce a settlement may  
6 result in liability for malicious prosecution or abuse of process.  
7 Upon conclusion of a contingent fee matter, the lawyer shall provide the client  
8 with a written statement stating the outcome of the matter and, if there is a  
9 recovery, showing the remittance to the client and the method of its  
10 determination.

11 NRCP 1.5.

12 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for  
13 the Edgeworths, the character of the work was complex, the work actually performed was extremely  
14 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell  
15 factors justify a reasonable fee under NRCP 1.5. However, the Court must also consider the fact  
16 that the evidence suggests that the basis or rate of the fee and expenses for which the client will be  
17 responsible were never communicated to the client, within a reasonable time after commencing the  
18 representation. Further, this is not a contingent fee case, and the Court is not awarding a  
19 contingency fee. Instead, the Court must determine the amount of a reasonable fee. The Court has  
20 considered the services of the Law Office of Daniel Simon, under the Brunzell factors, and the Court  
21 finds that the Law Office of Daniel Simon is entitled to a reasonable fee in the amount of \$200,000,  
22 from November 30, 2017 to the conclusion of this case.

## 23 CONCLUSION

24 The Court finds that the Law Office of Daniel Simon properly filed and perfected the  
25 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further  
26 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the  
27 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The  
28 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.  
Simon as their attorney, when they ceased following his advice and refused to communicate with

1 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied  
2 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until  
3 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,  
4 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and  
5 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November  
6 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is  
7 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being  
8 constructively discharged, under quantum meruit, in an amount of \$200,000.

9  
10 **ORDER**

11 It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien  
12 of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law  
13 Office of Daniel Simon is \$484,982.50.

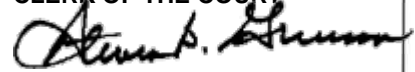
14 IT IS SO ORDERED this 19 day of November, 2018.

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18 DISTRICT COURT JUDGE  
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Electronically served on all parties as noted in the Court's Master Service List and/or mailed to any party in proper person.

  
Tess Driver  
Judicial Executive Assistant  
Department 10



1 **ORD**

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3  
4 **DISTRICT COURT**  
5 **CLARK COUNTY, NEVADA**

6 EDGEWORTH FAMILY TRUST; and  
7 AMERICAN GRATING, LLC,

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: XXVI

10 LANGE PLUMBING, LLC; THE VIKING  
11 CORPORATION, a Michigan Corporation;  
12 SUPPLY NETWORK, INC., dba VIKING  
13 SUPPLYNET, a Michigan Corporation; and  
DOES 1 through 5; and, ROE entities 6 through  
10;

14 Defendants.

**Consolidated with**

CASE NO.: A-16-738444-C

DEPT NO.: X

15 EDGEWORTH FAMILY TRUST; and  
16 AMERICAN GRATING, LLC,

17 Plaintiffs,

18 vs.

**DECISION AND ORDER ON MOTION  
TO DISMISS NRCP 12(B)(5)**

19 DANIEL S. SIMON; THE LAW OFFICE OF  
20 DANIEL S. SIMON, a Professional Corporation  
d/b/a SIMON LAW; DOES 1 through 10; and,  
ROE entities 1 through 10;

21 Defendants.

22  
23 **AMENDED DECISION AND ORDER ON MOTION TO DISMISS NRCP 12(B)(5)**

24 This case came on for an evidentiary hearing August 27-30, 2018 and concluded on  
25 September 18, 2018, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable  
26 Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon  
27 d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in  
28 person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James

1 Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, (“Plaintiff” or  
2 “Edgeworths”) having appeared through Brian and Angela Edgeworth, and by and through their  
3 attorneys of record, the law firm of Vannah and Vannah, Chtd. Robert Vannah, Esq. and John  
4 Greene, Esq. The Court having considered the evidence, arguments of counsel and being fully  
5 advised of the matters herein, the **COURT FINDS:**

6  
7 **FINDINGS OF FACT**

8 1. The Court finds that the Law Office of Daniel S. Simon represented the Plaintiffs,  
9 Edgeworth Family Trust and American Grating in the case entitled Edgeworth Family Trust and  
10 American Grating v. Viking, et al., case number A-16-738444-C. The representation commenced on  
11 May 27, 2016 when Brian Edgeworth and Daniel Simon Esq. met at Starbucks. This representation  
12 originally began as a favor between friends and there was no discussion of fees, at this point. Mr.  
13 Simon and his wife were close family friends with Brian and Angela Edgeworth.

14 2. The case involved a complex products liability issue.

15 3. On April 10, 2016, a house the Edgeworths were building as a speculation home  
16 suffered a flood. The house was still under construction and the flood caused a delay. The  
17 Edgeworths did not carry loss insurance if a flood occurred and the plumbing company and  
18 manufacturer refused to pay for the property damage. A fire sprinkler installed by the plumber, and  
19 within the plumber’s scope of work, caused the flood; however, the plumber asserted the fire  
20 sprinkler was defective and refused to repair or to pay for repairs. The manufacturer of the sprinkler,  
21 Viking, et al., also denied any wrongdoing.

22 4. In May of 2016, Mr. Simon agreed to help his friend with the flood claim and to send  
23 a few letters. The parties initially hoped that Simon drafting a few letters to the responsible parties  
24 could resolve the matter. Simon wrote the letters to the responsible parties, but the matter did not  
25 resolve. Since the matter was not resolved, a lawsuit had to be filed.

26 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and  
27 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,  
28

1 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately  
2 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")  
3 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

4 6. On August 9, 2017, Mr. Simon and Brian Edgeworth traveled to San Diego to meet  
5 with an expert. As they were in the airport waiting for a return flight, they discussed the case, and  
6 had some discussion about payments and financials. No express fee agreement was reached during  
7 the meeting. On August 22, 2017, Brian Edgeworth sent an email to Simon entitled "Contingency."  
8 It reads as follows:

9 We never really had a structured discussion about how this might be done.  
10 I am more that happy to keep paying hourly but if we are going for punitive  
11 we should probably explore a hybrid of hourly on the claim and then some  
12 other structure that incents both of us to win an go after the appeal that these  
13 scumbags will file etc.  
14 Obviously that could not have been doen earlier snce who would have thought  
15 this case would meet the hurdle of punitives at the start.  
16 I could also swing hourly for the whole case (unless I am off what this is  
17 going to cost). I would likely borrow another \$450K from Margaret in 250  
and 200 increments and then either I could use one of the house sales for cash  
or if things get really bad, I still have a couple million in bitcoin I could sell.  
I doubt we will get Kinsale to settle for enough to really finance this since I  
would have to pay the first \$750,000 or so back to Colin and Margaret and  
why would Kinsale settle for \$1MM when their exposure is only \$1MM?

18 (Def. Exhibit 27).

19 7. During the litigation, Simon sent four (4) invoices to the Edgeworths. The first  
20 invoice was sent on December 2, 2016, seven (7) months after the original meeting at Starbucks.  
21 This invoice indicated that it was for attorney's fees and costs through November 11, 2016. (Def.  
22 Exhibit 8). The total of this invoice was \$42,564.95 and was billed at a "reduced" rate of \$550 per  
23 hour. Id. The invoice was paid by the Edgeworths on December 16, 2016.

24 8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and  
25 costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per  
26 hour. (Def. Exhibit 9). This invoice was paid by the Edgeworths on May 3, 2017. There was no  
27  
28

1 indication on the first two invoices if the services were those of Mr. Simon or his associates; but the  
2 bills indicated an hourly rate of \$550.00 per hour.

3 9. A third invoice was sent to the Edgeworths on July 28, 2017 for attorney's fees and  
4 costs through July 28, 2017 totaling of \$142,080.20. (Def. Exhibit 10). This bill identified services  
5 of Daniel Simon Esq. for a "reduced" rate of \$550 per hour totaling \$104,021.20; and services of  
6 Ashley Ferrel Esq. for a "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was  
7 paid by the Edgeworths on August 16, 2017.

8 10. The fourth invoice was sent to the Edgeworths on September 19, 2017 in an amount  
9 of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being calculated at a "reduced" rate  
10 of \$550 per hour for Daniel Simon Esq., \$60,981.25 being calculated at a "reduced" rate of \$275 per  
11 hour for Ashley Ferrel Esq., and \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for  
12 Benjamin Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on September  
13 25, 2017.

14 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and  
15 \$118,846.84 in costs; for a total of \$486,453.09.<sup>1</sup> These monies were paid to Daniel Simon Esq. and  
16 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and  
17 costs to Simon. They made Simon aware of this fact.

18 12. Between June 2016 and December 2017, there was a tremendous amount of work  
19 done in the litigation of this case. There were several motions and oppositions filed, several  
20 depositions taken, and several hearings held in the case.

21 13. On the evening of November 15, 2017, the Edgeworth's settled their claims against  
22 the Viking Corporation ("Viking").

23 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the  
24 open invoice. The email stated: "I know I have an open invoice that you were going to give me at a  
25 mediation a couple weeks ago and then did not leave with me. Could someone in your office send  
26

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27 <sup>1</sup> \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and  
28 \$2,887.50 for the services of Benjamin Miller.

1 Peter (copied here) any invoices that are unpaid please?” (Def. Exhibit 38).

2 15. On November 17, 2017, Simon scheduled an appointment for the Edgeworths to  
3 come to his office to discuss the litigation.

4 16. On November 27, 2017, Simon sent a letter with an attached retainer agreement,  
5 stating that the fee for legal services would be \$1,500,000 for services rendered to date. (Plaintiff’s  
6 Exhibit 4).

7 17. On November 29, 2017, the Edgeworths met with the Law Office of Vannah &  
8 Vannah and signed a retainer agreement. (Def. Exhibit 90). On this date, they ceased all  
9 communications with Mr. Simon.

10 18. On the morning of November 30, 2017, Simon received a letter advising him that the  
11 Edgeworths had retained the Vannah Law Firm to assist in the litigation with the Viking entities,  
12 et.al. The letter read as follows:

13 “Please let this letter serve to advise you that I’ve retained Robert D. Vannah,  
14 Esq. and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation  
15 with the Viking entities, et.al. I’m instructing you to cooperate with them in  
16 every regard concerning the litigation and any settlement. I’m also instructing  
17 you to give them complete access to the file and allow them to review  
18 whatever documents they request to review. Finally, I direct you to allow  
19 them to participate without limitation in any proceeding concerning our case,  
20 whether it be at depositions, court hearings, discussions, etc.”

21 (Def. Exhibit 43).

22 19. On the same morning, Simon received, through the Vannah Law Firm, the  
23 Edgeworth’s consent to settle their claims against Lange Plumbing LLC for \$25,000.

24 20. Also on this date, the Law Office of Danny Simon filed an attorney’s lien for the  
25 reasonable value of its services pursuant to NRS 18.015. (Def. Exhibit 3). On January 2, 2018, the  
26 Law Office filed an amended attorney’s lien for the sum of \$2,345,450, less payments made in the  
27 sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80. This lien includes court costs and  
28 out-of-pocket costs advanced by the Law Office of Daniel S. Simon in the sum of \$76,535.93.

21. Mr. Edgeworth alleges that the fee agreement with Simon was only for an hourly

1 express agreement of \$550 an hour; and that the agreement for \$550 an hour was made at the outset  
2 of the case. Mr. Simon alleges that he worked on the case always believing he would receive the  
3 reasonable value of his services when the case concluded. There is a dispute over the reasonable fee  
4 due to the Law Office of Danny Simon.

5 22. The parties agree that an express written contract was never formed.

6 23. On December 7, 2017, the Edgeworths signed a Consent to Settle their claims against  
7 Lange Plumbing LLC for \$100,000.

8 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit against Simon in  
9 Edgeworth Family Trust; American Grating LLC vs. Daniel S. Simon, the Law Office of Daniel S.  
10 Simon, a Professional Corporation, case number A-18-767242-C.

11 25. On January 24, 2018, the Law Office of Danny Simon filed a Motion to Adjudicate  
12 Lien with an attached invoice for legal services rendered. The amount of the invoice was  
13 \$692,120.00. The Court set an evidentiary hearing to adjudicate the lien.

## 14 15 **CONCLUSION OF LAW**

### 16 ***Breach of Contract***

17 The First Claim for Relief of the Amended Complaint alleges breach of an express oral  
18 contract to pay the law office \$550 an hour for the work of Mr. Simon. The Amended Complaint  
19 alleges an oral contract was formed on or about May 1, 2016. After the Evidentiary Hearing, the  
20 Court finds that there was no express contract formed, and only an implied contract. As such, a  
21 claim for breach of contract does not exist and must be dismissed as a matter of law.

### 22 23 ***Declaratory Relief***

24 The Plaintiff's Second Claim for Relief is Declaratory Relief to determine whether a contract  
25 existed, that there was a breach of contract, and that the Plaintiffs are entitled to the full amount of  
26 the settlement proceeds. The Court finds that there was no express agreement for compensation, so  
27 there cannot be a breach of the agreement. The Plaintiffs are not entitled to the full amount of the  
28

1 settlement proceeds as the Court has adjudicated the lien and ordered the appropriate distribution of  
2 the settlement proceeds, in the Decision and Order on Motion to Adjudicate Lien. As such, a claim  
3 for declaratory relief must be dismissed as a matter of law.

#### 4 5 *Conversion*

6 The Third Claim for Relief is for conversion based on the fact that the Edgeworths believed  
7 that the settlement proceeds were solely theirs and Simon asserting an attorney's lien constitutes a  
8 claim for conversion. In the Amended Complaint, Plaintiffs allege "The settlement proceeds from  
9 the litigation are the sole property of the Plaintiffs." Amended Complaint, P. 9, Para. 41.

10 Mr. Simon followed the law and was required to deposit the disputed money in a trust  
11 account. This is confirmed by David Clark, Esq. in his declaration, which remains undisputed. Mr.  
12 Simon never exercised exclusive control over the proceeds and never used the money for his  
13 personal use. The money was placed in a separate account controlled equally by the Edgeworth's  
14 own counsel, Mr. Vannah. This account was set up at the request of Mr. Vannah.

15 When the Complaint was filed on January 4, 2018, Mr. Simon was not in possession of the  
16 settlement proceeds as the checks were not endorsed or deposited in the trust account. They were  
17 finally deposited on January 8, 2018 and cleared a week later. Since the Court adjudicated the lien  
18 and found that the Law Office of Daniel Simon is entitled to a portion of the settlement proceeds,  
19 this claim must be dismissed as a matter of law.

#### 20 21 *Breach of the Implied Covenant of Good Faith and Fair Dealing*

22 The Fourth Claim for Relief alleges a Breach of the Implied Covenant of Good Faith and  
23 Fair Dealing based on the time sheets submitted by Mr. Simon on January 24, 2018. Since no  
24 express contract existed for compensation and there was not a breach of a contract for compensation,  
25 the cause of action for the breach of the covenant of good faith and fair dealing also fails as a matter  
26 of law and must be dismissed.

### *Breach of Fiduciary Duty*

The allegations in the Complaint assert a breach of fiduciary duty for not releasing all the funds to the Edgeworths. The Court finds that Mr. Simon followed the law when filing the attorney's lien. Mr. Simon also fulfilled all his obligations and placed the clients' interests above his when completing the settlement and securing better terms for the clients even after his discharge. Mr. Simon timely released the undisputed portion of the settlement proceeds as soon as they cleared the account. The Court finds that the Law Office of Daniel Simon is owed a sum of money based on the adjudication of the lien, and therefore, there is no basis in law or fact for the cause of action for breach of fiduciary duty and this claim must be dismissed.

### *Punitive Damages*

Plaintiffs' Amended Complaint alleges that Mr. Simon acted with oppression, fraud, or malice for denying Plaintiffs of their property. The Court finds that the disputed proceeds are not solely those of the Edgeworths and the Complaint fails to state any legal basis upon which claims may give rise to punitive damages. The evidence indicates that Mr. Simon, along with Mr. Vannah deposited the disputed settlement proceeds into an interest bearing trust account, where they remain. Therefore, Plaintiffs' prayer for punitive damages in their Complaint fails as a matter of a law and must be dismissed.

## CONCLUSION

The Court finds that the Law Office of Daniel Simon properly filed and perfected the charging lien pursuant to NRS 18.015(3) and the Court adjudicated the lien. The Court further finds that the claims for Breach of Contract, Declaratory Relief, Conversion, Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach of the Fiduciary Duty, and Punitive Damages must be dismissed as a matter of law.

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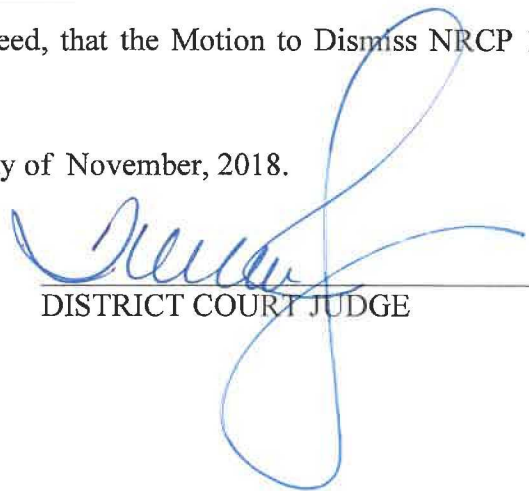
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**ORDER**

It is hereby ordered, adjudged, and decreed, that the Motion to Dismiss NRCP 12(b)(5) is GRANTED.


IT IS SO ORDERED this 19 day of November, 2018.

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on or about the date e-filed, this document was copied through  
3 e-mail, placed in the attorney's folder in the Regional Justice Center or mailed to the  
4 proper person as follows:  
5

6 Electronically served on all parties as noted in the Court's Master Service List  
7 and/or mailed to any party in proper person.  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**March 07, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**March 07, 2017      9:00 AM      All Pending Motions**

**HEARD BY:** Barker, David      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      Call, Gary W.      Attorney  
Dalacas, Athanasia E.      Attorney  
Pancoast, Janet C      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFF'S MOTION TO AMEND  
THE COMPLAINT ON ORDER SHORTENING TIME

Following arguments by counsel, COURT ORDERED, Plaintiff's Motion to Amend the Complaint,  
GRANTED. COURT FURTHER ORDERED, Plaintiff's Motion for Summary Judgment, DENIED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**April 25, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**April 25, 2017      9:30 AM      Motion for Summary  
Judgment**

**HEARD BY:** Bonaventure, Joseph T.      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      Dalacas, Athanasia E.      Attorney  
Pancoast, Janet C      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Court noted it reviewed everything. Further, its only been a short time for discovery. Following arguments by counsel, Court Stated its Findings, and ORDERED, Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only, DENIED WITHOUT PREJUDICE. Counsel can re-file after the production of the rebuttal experts reports. Plaintiff's counsel to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****May 17, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

<b>May 17, 2017</b>	<b>9:30 AM</b>	<b>Motion to Compel</b>	<b>Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST</b>
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**HEARD BY:** Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Jennifer Lott**RECORDER:** Francesca Haak**REPORTER:****PARTIES**

<b>PRESENT:</b>	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney

**JOURNAL ENTRIES**

- Commissioner advised counsel they need a joint protocol for destructive testing. Ms. Dalacas stated some sprinkler heads were inspected, and testing was requested on eight sprinkler heads. Colloquy re: transporting sprinklers, and if items are lost, who gets the adverse inference. Arguments by counsel. Plt's expert is in San Diego. Commissioner suggested a paralegal or secretary fly to pick up spinklers.

COMMISSIONER RECOMMENDED, motion is ALLOWED with CAVEATS; destructive testing is allowed for no more than 10 sprinkler heads as identified by experts; coordinate as other experts will be present or not, but filming is REQUIRED; Commissioner REQUIRED Defense counsel work with

Pltf's counsel to determine how sprinkler heads will be transported; Deft Lange Plumbing will bear the costs of transfer and costs for risk of sprinkler heads not arriving at destination here in Las Vegas, and an adverse inference may be given if appropriate. Ms. Pancoast stated implicating Lange Plumbing with an adverse inference could impact Viking. Ms. Pancoast stated another party is coming into the case.

COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 10-16-17 adding parties, amended pleadings, and initial expert disclosures DUE 7-17-17; rebuttal expert disclosures DUE 8-17-17; file dispositive motions by 11-16-17; 1-8-2018 Trial date STANDS. Commissioner advised counsel to let the new party know about destructive testing. Commissioner is available by conference call if necessary.

Ms. Dalacas to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****June 07, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

**June 07, 2017****9:30 AM****All Pending Motions****HEARD BY:** Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Jennifer Lott**RECORDER:** Francesca Haak**REPORTER:****PARTIES****PRESENT:**

Dalacas, Athanasia E.	Attorney
FERREL, ASHLEY	Attorney
Pancoast, Janet C	Attorney
Simon, Daniel S., ESQ	Attorney

**JOURNAL ENTRIES**

- Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions ..... Deft Lange Plumbing, LLC's Opposition / Countermotion for Sanctions

Commissioner advised counsel the knowledge requirement was removed from the 30(b)(6) deposition. Arguments by counsel. Commissioner will consider Mr. Simon's request for fees. MATTER TRAILED for counsel to conduct a 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Dalacas will try to produce one of four witnesses and produce a 30(b)(6) Deponent on 6-29-17, and produce 1,000 personnel records by 6-14-17. Mr. Simon needs to see records to determine fees. Argument by Ms. Dalacas, and counsel requested Commissioner deny the fees. COMMISSIONER RECOMMENDED, Pltfs' Motion for an Order to Show Cause on 6-21-17 STANDS.

COMMISSIONER RECOMMENDED, Mr. Simon's Request for Fees is UNDER ADVISEMENT;  
Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee

and for Sanctions is GRANTED, and include agreement in the body of Report and Recommendations; Status Check SET on Compliance; Commissioner will continue matter if counsel have a conflict; Deft Lange Plumbing, LLC's Countermotion for Sanctions is DENIED.

Mr. Simon to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Further arguments by counsel. Ms. Dalacas's family member passed away.

7-12-17 9:00 a.m. Status Check: Mr. Simon's Request for Fees ..... SC: Compliance

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****July 12, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

**July 12, 2017****9:00 AM****Status Check**

**Status Check: Mr.  
Simon's Request for  
Fees ..... SC:  
Compliance**

**HEARD BY:** Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Jennifer Lott**RECORDER:** Francesca Haak**REPORTER:****PARTIES**

<b>PRESENT:</b>	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Shaine, Cher L.	Attorney
	Simon, Daniel S., ESQ	Attorney

**JOURNAL ENTRIES**

- Mr. Simon stated the 30(b)(6) witness was produced, and witness information is missing re: who installed sprinklers inside the home; Kyle Mao (Installer) was disclosed June 2017, Mr. Simon took his deposition and he was employed the entire time and is still employed. No information on Clinton Stephon or Al (maybe Alfonso). Argument by Mr. Simon; supplement provided to Commissioner in Open Court. On 6-14-17, Ms. Dalacas stated 3,000 Pages were produced, 14 employee personnel files, and counsel confirmed Mr. Mao was disclosed in a 16.1 disclosure within the last few months. Arguments by counsel. Mr. Simon will supplement costs for the 30(b)(6) deposition unless counsel work it out. Commissioner will uphold counsels' negotiations.

Based on the Memorandum of Costs, COMMISSIONER RECOMMENDED, Commissioner awarded

PRINT DATE: 12/12/2018

Page 7 of 59

Minutes Date: March 07, 2017

\$3,850, and payment due within 30 days after Court signs the recommendation. Commissioner accepted the analysis in supplemental memorandum, and Mr. Simon must apply the Brunzell factors; fees run to Lange Plumbing only, not the attorney; fees for court reporter and videographer for second 30(b)(6) deposition are UNDER ADVISEMENT; Status Check SET; if counsel believe documents are insufficient, have a 2.34 conference on the last 30(b)(6) discovery.

Mr. Simon requested measurements, raw data, and videotape from destructive testing on sprinklers, but portions weren't videotaped, and sprinklers must be transported back to Pltf's expert in California. Ms. Dalacas's expert has sprinklers in his possession, and counsel has no problem releasing them with a protocol in place. Colloquy. COMMISSIONER RECOMMENDED, counsel to work out the protocol; Ms. Dalacas must turn over videotape, raw data, and raw data sheet to all parties by 7-19-17. Expert disclosure deadlines discussed. Based on counsels' agreement, COMMISSIONER RECOMMENDED, move dates two weeks except dispositive motions. Ms. Shaine advised Commissioner she has a pending Motion on OST to extend deadlines and the Trial date. Commissioner stated the Judge's Order would supercede today's Recommendation from the Commissioner.

Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

8-9-17 9:00 a.m. Status Check: Fees (VACATED)

CLERK'S NOTE: In addition to the attorneys' fees awarded above, the Discovery Commissioner awards Plaintiffs their costs of \$973.20 for the Court Reporter and Videographer for the deposition of Bernie Lange taken on June 29, 2017. These costs are to be included in the July 12, 2017 Report and Recommendations to be prepared by Plaintiffs' counsel and submitted within ten (10) days. The Status Check hearing set 8-9-17 is VACATED. (JL 7-21-17)

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of:

Daviel Simon  
Athanasia Dalacas - Resnick & Louis  
Janet Pancoast - Cisneros & Marias  
Cher Shaine - O'Reilly Law

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****July 25, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
                                  vs.  
                                  Lange Plumbing, L.L.C., Defendant(s)

**July 25, 2017****9:30 AM****Motion****HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Teri Berkshire**RECORDER:** Victoria Boyd**REPORTER:****PARTIES**

<b>PRESENT:</b>	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

**JOURNAL ENTRIES**

- Following arguments by counsel, Court stated its findings and ORDERED, As to Giberti Construction LLC's Motion to Extend Discovery Deadlines, based on the original discovery disclosure deadline of 7-17-17, discovery extended for thirty 30 days. Deadlines are as follows: Close of Discovery will be 11-13-17; Last day to file motions to amend pleadings or add parties will be 8-14-17; Initial expert disclosure will be 8-14-17; Rebuttal expert disclosure 9-18-17; Last day to file dispositive motions will be 12-11-17. Colloquy regarding trial stacks. Upon Counsel's request, Court noted the 2-5-18 trial date will be the governing trial date for supplemental reports by experts. Court noted Judge Bonaventure's ruling on 4-24-17 that the motion for summary Judgment motion could be renewed after rebuttal expert reports, the Court will let that ruling Stand.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**August 23, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**August 23, 2017      9:30 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie      **COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Dalacas, Athanasia E.      Attorney  
FERREL, ASHLEY      Attorney  
Pancoast, Janet C      Attorney  
Simon, Daniel S., ESQ      Attorney  
Ure, Tyler      Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST

Defendant's The Viking Corporation & Supply Network Inc.'s Motion for Protective Order (No. 2) & Request for OST

The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST

COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions is GRANTED IN PART; go back five years prior to date of this incident and produce models that use fusible link solder LIMITED to the United States for timeframe of January 1, 2012 up to the present time (any geographical locations where VK457 sprinkler heads were distributed). Arguments by counsel. Incident occurred April 2016. Two

Attorneys are in the courtroom, but they haven't been admitted Pro Hac Vice.

Email provided to Commissioner in Open Court from Mr. Simon. If an email is produced, Commissioner stated the attachments must be produced. MATTER TRAILED for a meaningful 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Pancoast will produce more information. Arguments by counsel. Mr. Simon stated California litigation involves the same sprinkler heads and the same activation issue. Mr. Simon contacted counsel for Plaintiffs, but they refused to speak with him. The California case did not go to Trial. Colloquy re: what the Protective Order covered. COMMISSIONER RECOMMENDED, turn over expert depositions, reports, and Deft depositions or 30(b)(6) depositions. Colloquy re: turning over documents filed or attached to dispositive motions unless the Court seals the entire case. COMMISSIONER RECOMMENDED, produce Pltf depositions (Harold Rogers and Patrick Human), and Mr. Simon will pay reasonable copy costs under Rule 34(d).

COMMISSIONER RECOMMENDED, in Motion to Compel - 1) VK457 produce all documents dealing with sprinkler activations worldwide from 1-1-2012 to the present; 2) production and decision to release 7800 sprinklers to the public December 2013 is a 30(b)(6) Topic - produce information and Pltf will pay reasonable copy charges; 3) drawings - provide information related to VK457; 4) all emails and attachments must be produced as discussed; 5) supplement answers and documents for VK457 and provide U.K. information related to VK457; 6) documents LIMITED to activation issues and over-tightening of screw or solder problem pertaining to VK457. Upon Mr. Simon's request for an organized production, COMMISSIONER RECOMMENDED, produce by date (month and year, earliest date first). Colloquy. COMMISSIONER RECOMMENDED, Request for Sanctions is DEFERRED, and Status Check SET; supplemental information due 9-22-17. Commissioner offered a Mandatory Settlement Conference. Ms. Pancoast stated the parties are setting up private Mediation in October. Contact Commissioner for assistance with a MSC if necessary.

Colloquy re: resetting Mr. Carnahan's deposition on 9-7-17. Commissioner will not give a second deposition after the rebuttal report. COMMISSIONER RECOMMENDED, counsel must comply with Rule 16.1(a)(2); overly burdensome production is DENIED with the CAVEAT, after taking Mr. Carnahan's deposition, request the transcript. Colloquy re: asking questions about Mr. Carnahan's participation with the Law Firm. Mr. Simon made the Demand on the record. COMMISSIONER RECOMMENDED, reports and deposition transcripts from Thorpe litigation and SSF litigation must be available, and the whole work file for this case; every report, deposition transcripts, and billing records are PROTECTED unless there was a specific report pertaining to VK457 or a deposition given in Thorpe or SSF cases; if under a Protective Order, assert a privilege, and provide a copy of the Court Order to Mr. Simon.

Colloquy re: emails not marked should not be confidential. Document provided to Commissioner in

Open Court from Mr. Simon. Arguments by counsel. Mr. Simon brought four discs re: document production. COMMISSIONER RECOMMENDED, for Rule 30(b)(6) deposition, subjects 621, 622, 623, 624, are LIMITED to VK457 for 1-1-2012 to the present, but are Not Limited to the United States; Interrogatory 1 - identify document and bates label, or answer and verify; Interrogatory 2 is LIMITED to VK457; Request for Production 7 and 16 - answer them for five years prior to subject incident LIMITED to VK457, and email attachments must be produced; RTP 1, 2, 3 - production is Not Limited to the U.S., but is LIMITED to VK457 for 1-1-2012 to the present; if Defts don't have documents, explain efforts and why Defts don't have documents; supplement due 9-22-17. COMMISSIONER RECOMMENDED, The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request is GRANTED IN PART; Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request is GRANTED IN PART.

Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution.

10-11-17 10:30 a.m. Status Check: Claims

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**September 07, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**September 07, 2017      3:00 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**September 13, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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<b>September 13, 2017</b>	<b>10:00 AM</b>	<b>Motion to Compel</b>	<b>Defendants The Viking Corporation &amp; Supply Network, Inc.'s Motion to Compel Home Inspection &amp; or in the Alternative Motion to Strike Portions of Expert Testimony &amp; OST</b>
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**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Aja Brown

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

**JOURNAL ENTRIES**

- Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defts wanted to conduct a heat test and inspect the property (wasn't done); Defts want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house.

The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures.

Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**September 19, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**September 19, 2017      9:30 AM      Motion to Amend  
Complaint**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      FERREL, ASHLEY      Attorney  
                 KERSHAW, SETH S, ESQ      Attorney  
                 Nunez, Michael J.      Attorney  
                 Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**September 20, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**September 20, 2017    9:30 AM**

**All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Couvillier III, Maximiliano D.      Attorney  
                 FERREL, ASHLEY      Attorney  
                 Pancoast, Janet C      Attorney  
                 Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum

NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order

Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be

shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26(c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected.

COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be charged more money.

Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****October 03, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
                                  vs.  
                                  Lange Plumbing, L.L.C., Defendant(s)

**October 03, 2017      9:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Boezeman-Farias, Laura	Attorney
	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Giberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST

Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**October 04, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**October 04, 2017      9:30 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents .....Third Party Deft Giberti Corporation LLC's Joinder

COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltf, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED.

Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply

Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST ..... Third Party Deft Giberti Corporation LLC's Joinder

Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing.

COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Plt's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case.

Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**October 18, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**October 18, 2017      10:30 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Dalacas, Athanasia E.      Attorney  
                 FERREL, ASHLEY      Attorney  
                 Pancoast, Janet C      Attorney  
                 Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST .....  
Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST ..... Status Check: Compliance I  
Discovery

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's  
Confidentiality of Their Documents on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking  
Defendants Answer on OST

Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc.

Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016.

Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing.

Sia Dalacas, Esquire, present for Lange Plumbing LLC.

Upon Commissioner's inquiry, Ms. Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET.

Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED.

10-24-17 11:00 a.m. same as above

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**October 24, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**October 24, 2017      11:00 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      FERREL, ASHLEY      Attorney  
                  Pancoast, Janet C      Attorney  
                  Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Status Check: Status of case

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

**ATTORNEYS PRESENT:** Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply

Network Inc. and Viking Corporation).

Colloquy re: load on link testing (pressure test), and solder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Plt's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today.

Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Plt's in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19.

After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker.

Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast.

Commissioner will review documents in camera. Arguments by counsel re: document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

11-17-17 10:00 a.m.

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**October 31, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**October 31, 2017      9:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      FERREL, ASHLEY      Attorney  
Pancoast, Janet C      Attorney  
Parker, Theodore      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation.

Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court.

Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to Opposition by the end of the week.

Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given.

11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**November 09, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**November 09, 2017      3:00 AM      Motion to Reconsider**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

Following a review of the papers and pleadings on file herein, COURT ORDERED a Status Check Hearing on November 14, 2017 at 9:30 a.m.

11/14/17    9:30 A.M.    Status Check: Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**November 14, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**November 14, 2017      9:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      FERREL, ASHLEY      Attorney  
Pancoast, Janet C      Attorney  
Parker, Theodore      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time

**APPEARANCES CONTINUED:** Kenton Robinson Esq., for Supply Network Inc. and Viking Corporation. Mr. Polsenburg, present, pending counsel.

Court noted Plaintiff had a motion on the Court moved Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel form its chamber's calendar since all parties were here today. Further, the Court spoke with Discovery Commissioner Bulla and her recommendations from the last hearing in October should be out next week or the week after and those are the subject of the evidentiary hearing. Upon Court's inquiry, Mr. Simon advised counsel will need 3 full days for the hearing. Colloquy regarding Court's schedule and counsel's availability. Mr. Parker advised he would like to see the Giberti file and American Grating. Court noted counsel

was to confer on this. Court directed counsel to meet Thursday or Friday. Further, if counsel has discovery issues, they can address those with Discovery Commissioner Bulla. COURT ORDERED, Evidentiary Hearing Set for 12-13-17, at 10:30 a.m., 12-14-17 and 12-15-17 at 9:00 a.m. Argument by Mr. Simon in support Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time. Argument in opposition by Mr. Robinson. COURT ORDERED, Ruling DEFERRED until the conclusion of the Evidentiary Hearing. Argument by Mr. Simon in support of Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only. Argument in Opposition by Mr. Parker. Court directed Mr. Parker to supplement the Opposition, by 11-22-17 at close of business. Further, Mr. Simon to file Reply to Opposition by 12-1-17 at close of business. and hearing set on 12-7-17 at 9:30 a.m. Further, Motion to Bifurcate to be heard on 12-7-17 at 9:30 a.m. As to Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel, Court noted it doesn't have Discovery Commissioner Bulla's Recommendations and the Evidentiary Hearing. Colloquy regarding the dispositive motion deadline, and outstanding depositions, Ms. Pancoast advised the parties moved all the deadlines and focusing on the 2-5-18 trial date and the close of discovery is January 1, 2018, based on the Motion to Continue trial. Further, counsel requested a order for Settlement Conference. Opposition by Mr. Simon. Court noted it will talk to Commissioner Bulla, and counsel can revisit the issue if something has changed.

12/07/17 9:00 a.m. Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate

12-13-17 10:30 a.m. Evidentiary Hearing

12-14-17 9:00 a.m. Evidentiary Hearing

12-15-17 9:00 a.m. Evidentiary Hearing Ruling: Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**November 17, 2017**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**November 17, 2017      10:00 AM      All Pending Motions**

**HEARD BY:** Bulla, Bonnie      **COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**      Pancoast, Janet C      Attorney  
Parker, Theodore      Attorney  
Polenberg, Daniel F.      Attorney  
Simon, Daniel S., ESQ      Attorney  
Sinnott, Randolph P.      Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defts the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for OST

Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST

Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order,

or in the Alternative to Quash Subpoenas and Counter Motion to Compel

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST

Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc.

All counsel agreed to work together in good faith and requested to continue all Motions.  
COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17.

12-1-17 8:30 a.m. same as above

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****November 21, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

<b>November 21, 2017</b>	<b>9:30 AM</b>	<b>Motion for Determination of Good Faith Settlement</b>	<b>Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</b>
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**HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Kathy Thomas**RECORDER:** Trisha Garcia**REPORTER:****PARTIES**

<b>PRESENT:</b>	FERREL, ASHLEY	Attorney
	Nunez, Michael J.	Attorney

**JOURNAL ENTRIES**

- Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****December 12, 2017**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

<b>December 12, 2017</b>	<b>8:45 AM</b>	<b>Motion for Determination of Good Faith Settlement</b>	<b>Defendants The Viking Corporation &amp; Supply Network, Inc's Motion for Good Faith Settlement &amp; Request for Order Shortening Time</b>
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**HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Tena Jolley**RECORDER:** Victoria Boyd**REPORTER:****PARTIES**

<b>PRESENT:</b>	Henriod, Joel D.	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

**JOURNAL ENTRIES**

- The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their

cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign.

COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated.

1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**February 06, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**February 06, 2018      9:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:**      Christensen, James R.      Attorney  
                 Christiansen, Peter S      Attorney  
                 Pancoast, Janet C      Attorney  
                 Parker, Theodore      Attorney  
                 Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing. Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon.

There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get

Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as well as the stipulation they will be signing, include the resolution of all claims between the defendant, the crossclaims and any additional insured obligations the defendants may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged.

Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, Matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given.

02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**February 08, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**February 08, 2018      3:00 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m.

02/20/18    9:30 A.M.    Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker

PRINT DATE:      12/12/2018      Page 39 of 59      Minutes Date:      March 07, 2017

Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****February 20, 2018**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

**February 20, 2018      9:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney  
Parker, Theodore      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Status Check: Settlement Documents

APPEARANCES CONTINUED: Janet Pancoast on behalf of Viking Corporation, Peter Christiansen on behalf of Law Office of Daniel Simon, PC, Robert Vannah and John Greene on behalf of the Edgeworth Family Trust

Upon Court's inquiry, Mr. Simon advised the Edgeworth's signed the releases, Mr. Vannah and Mr. Greene did not sign, counsel has not signed yet, and Mr. Parker client still has not signed the release. Mr. Vannah, advised his office is not involved in the case. Colloquy regarding form and content. Mr. Vannah agreed to sign. Mr. Parker advised there's two releases and he brought the check for \$100,000.00 provided in open Court. Further, counsel will get it signed by Lange Plumbing and provide copies to all parties. Colloquy regarding Stip and Order for Dismissal and Order for Good Faith Settlement. Ms. Pancoast submitted Stip and Order for Dismissal and following review, Order SIGNED IN OPEN COURT. As to the Order for Good Faith Settlement, Court noted Mr. Parker can

sign today in Court.

As to Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Following arguments by counsel, COURT ORDERED, parties to do a MANDATORY SETTLEMENT CONFERENCE in regards to the lien. Further, Judge Williams as well as Judge Weiss has agreed to do the Settlement Conference. Argument by Mr. Parker in opposition. Argument by Mr. Vannah. Court directed counsel to get in touch with one of the Judge's that agreed to do the Settlement Conference. Colloquy regarding timeframes and discovery. COURT ORDERED, matter set for status check on settlement conference on the date given. Mr. Simon advised he's given the settlement check from Mr Parker, to Mr. Vannah, and he's going to have his clients sign and return so counsel can put it in the trust account. Court so noted.

04/03/18 8:30 A.M. STATUS CHECK: SETTLEMENT CONFERENCE.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**March 23, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**March 23, 2018      1:00 PM      Settlement Conference**

**HEARD BY:** Williams, Timothy C.      **COURTROOM:** RJC Courtroom 12D

**COURT CLERK:** Elizabeth Vargas

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling.

**April 03, 2018**

PRINT DATE: 12/12/2018 Page 44 of 59 Minutes Date: March 07, 2017

chambers.

05/29/18 11:00 A.M. EVIDENTIARY HEARING

05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING

05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability****COURT MINUTES****May 29, 2018**

A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

**May 29, 2018****9:30 AM****All Pending Motions****HEARD BY:** Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** April Watkins**RECORDER:** Victoria Boyd**REPORTER:****PARTIES****PRESENT:** Christensen, James R.      Attorney**JOURNAL ENTRIES**

- EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to consolidated case A767242.

Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christensen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be

available. Mr. Vannah advised they will be present. Colloquy.

8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/ A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**August 27, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**August 27, 2018      10:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney

**JOURNAL ENTRIES**

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...  
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT.

As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets).

COURT ADJOURNED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**August 28, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**August 28, 2018      11:00 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney

**JOURNAL ENTRIES**

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...  
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony,

COURT ADJOURNED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**August 29, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**August 29, 2018      10:30 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney  
FERREL, ASHLEY      Attorney

**JOURNAL ENTRIES**

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...  
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). COURT ORDERED,

Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**August 30, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**August 30, 2018      9:00 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney  
FERREL, ASHLEY      Attorney

**JOURNAL ENTRIES**

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...

Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

**APPEARANCES CONTINUED:** James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT ORDERED, hearing

CONTINUED to the date given.

COURT ADJOURNED.

09/18/18 11:00 A.M. HEARING CONTINUED

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**September 18, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**September 18, 2018      11:00 AM      All Pending Motions**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Phyllis Irby

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES**

**PRESENT:** Christensen, James R.      Attorney  
Simon, Daniel S., ESQ      Attorney

**JOURNAL ENTRIES**

- DEFENDANT DANIEL S. SIMON d/b/a SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON PC; ORDER SHORTENING TIME....  
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT....  
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE No. A767242).....  
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO NRCP 12(b)(5).....  
EVIDENTIARY HEARING...  
DEFENDANT DANIEL S. SIMON'S SPECIAL MOTION TO DISMISS THE AMENDED COMPLAINT: ANTI-SLAPP.....  
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT PURSUANT TO NRCP 12(b)(5).

Testimony and exhibits presented (see worksheet). COURT ORDERED, Counsel to submit Blind Closing arguments to the Court by Monday, 9/24/18 at 5:00 pm.

FURTHER ORDERED, MOTIONS UNDER ADVISEMENT. The Court shall issue Minute Orders on the above Motions.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**November 15, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**November 15, 2018      9:30 AM      Motion to Amend**

**HEARD BY:** Jones, Tierra      **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, Court advised it will issue a ruling from chambers by Monday, 11-19-18.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Product Liability**

**COURT MINUTES**

**November 16, 2018**

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A-16-738444-C      Edgeworth Family Trust, Plaintiff(s)  
vs.  
Lange Plumbing, L.L.C., Defendant(s)

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**November 16, 2018      9:30 AM      Decision**

**HEARD BY:** Jones, Tierra

**COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Following review of the papers and pleadings on file herein, and the arguments of counsel, COURT ORDERS, Motion to Amend and/or Motion for Reconsideration is Motion GRANTED IN PART, DENIED IN PART.

The Court finds that the implied oral contact language in the Decision and Order on Motion to Dismiss pursuant to NRCP 12(b) (5) should be amended as the Court found, in the Decision and Order on Motion to Adjudicate Lien, that an implied contract existed based on past performance, but the Court found no oral nature of the contract. As such, the Court will issue an Amended Decision and Order for the Motion to Dismiss pursuant to NRCP 12(b)(5), under Rule 52, reflecting the implied contract .

The Court further finds that the cost award in the Decision and Order on Motion to Adjudicate Lien should be clarified. The amended attorney lien asserted by Simon, in January of 2018, originally sought reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so there are no advance costs outstanding, as of the time of the Court s Decision and Order on Motion to Adjudicate Lien. As such, the Court will issue an Amended Decision and Order on Motion to Adjudicate Lien under Rule 52 reflecting the payment of advanced costs.

The Court further finds that the Viking claim settled on or about December 1, 2017, and Viking's first settlement offer was made on November 15, 2017. As such, Finding of Fact #13, in the Court's Decision and Order on Motion to Adjudicate Lien will be amended, under Rule 52, to reflect the dates of December 1, 2017 and November 15, 2017.

The Court further finds that there was sufficient evidence presented at the evidentiary hearing to support the Court's findings, regarding the determination of Simon's fees, in the Decision and Order on Motion to Adjudicate Lien. The Court further finds that its findings of fact were not clearly erroneous, regarding the determination of Simon's fees. As such, the fees will only be amended to reflect the subtraction of the outstanding costs. As such, the Motion to Amend the Court's findings, regarding the determination of Simon's fees, under Rule 52 is DENIED.

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Peter Christiansen Esq., at [pete@christiansenlaw.com](mailto:pete@christiansenlaw.com), emailed to Robert Vannah Esq., at [rvannah@vannahlaw.net](mailto:rvannah@vannahlaw.net), and emailed to James Christensen at [jim@christensenlaw.com](mailto:jim@christensenlaw.com), and emailed to John Greene Esq., at [jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com) /tb

## PLAINTIFFS' EXHIBIT LIST FOR EVIDENTIARY HEARING

Edgeworth, Clark County District Court Case No. A-16-738444-c Consolidated with A-18-767242-C

	EXHIBIT	OFFERED	OBJECTION	ADMITTED
1.	Edgeworth's affidavits (Bates Exhibit 01-000001- 000023)	Y	Stip	8-27-18
2.	Simon's invoices paid on December 16, 2016; May 3, 2017; August 16, 2017; September 10, 2017; (Bates Exhibit 02-000001- 000031)			
3.	A copy of the email from Edgeworth to Simon labeled Contingency and dated August 22, 2017. (Bates Exhibit 03-000001)			
4.	Letters from Simon dated November 27, 2017 (w/ Retainer Agreement) and December 7, 2017. (Bates Exhibit 04-000001- 000009)			
5.	Simon's Invoices produced on January 24, 2018. (Bates Exhibit 05-000001- 000183)			
6.	Excerpts from Edgeworth's deposition (where Simon admits that all invoices have been produced to date). (Bates Exhibit 06-000001- 000003)			
7.	Amended Lien (Bates Exhibit 07-000001- 000004)			
8.	Plaintiffs 16.1 Disclosures with calculations of damages served in the Litigation. (Bates Exhibit 08-000001- 000077)			
9. x	MISC Documents: - Email dated 7/25/17 (Exhibit 09-000001) - Email dated 11/15/17 (Exhibit 09-000002) - Baker Hostetler fees (Exhibit 09-000003)			
	- Howard & Howard fees (Exhibit 09-000004) obj			NO
	- Sample Hourly Fee Agreement (Exhibit 09-000005 - 000006) - Summary/Comparison of fees paid versus new fees billed (Exhibit 09-000007 - 000012)	Y	Stip	

10 letter, Text Msg

8-30-18

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8-30-18

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8-30-18

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8-30-18

WA

11 E-mail Re Settlement

## EXHIBITS

A738444/  
CASE NO. A767242

Exhibit Sheet S-01/jh

A738444 / A767242

ORIGINAL

**DEFENDANT'S EXHIBIT LIST FOR AUGUST 27, 2018**  
**EVIDENTIARY HEARING**

<u>NO.</u>	<u>DESCRIPTION</u>	<u>Offered</u>	<u>Admitted</u>	<u>Date</u>
1	Declaration of Will Kemp (SIMONEH0000001-0000008)	Y	Skp	8-27-18
2	Declaration of David Clark (SIMONEH0000009-0000019)			
3	Notice of Attorney's Lien with certified return receipt cards (SIMONEH0000020-0000028)			
4	Notice of Amended Attorney's Lien with certified return receipt cards (SIMONEH0000029-0000035)			
5	Executed Release and Settlement Checks from Viking (SIMONEH0000036-0000044)			
6	Executed Releases and Settlement Checks from Lange Plumbing (SIMONEH0000045-0000061)			
7	Memorandum of Costs (SIMONEH0000062-0000125)			
8	December 2, 2016 Invoice (SIMONEH0000126-0000129)			
9	April 7, 2017 Invoice (SIMONEH0000130-0000135)			
10	July 28, 2017 Invoice (SIMONEH0000136-0000146)			
11	September 19, 2017 Invoice (SIMONEH0000147-0000156)			
12	Summary of Payments and Supporting Checks (SIMONEH0000157-0000161)			
13	Invoice for Daniel S. Simon (SIMONEH0000162-0000240)			
14	Invoice for Ashley M. Ferrel (SIMONEH0000241-0000342)			
15	Invoice for Benjamin J. Miller (SIMONEH0000343-0000344)			
16	Affidavit of Brian Edgeworth, dated February 2, 2018 (SIMONEH0000345-0000350)			
17	Affidavit of Brian Edgeworth, dated February 12, 2018 (SIMONEH0000351-0000359)			
18	Affidavit of Brian Edgeworth, dated March 15, 2018 (SIMONEH0000360-0000369)	↓	↓	↓

oFR Admit date

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19	Complaint for Case No. A-18-767242-C (SIMONEH0000370-0000379)	Y	Stip	8-27-18
20	Amended Complaint for Case No. A-18-767242-C (SIMONEH0000380-0000391)			
21	Details from the Secretary of State Page regarding the Law Office of Daniel Simon, PC (SIMONEH0000392-0000393)			
22	Details from the Fictitious Firm Name for Clark County (SIMONEH0000394)			
23	May 27, 2016 Email Chain between Daniel Simon and Brian Edgeworth regarding "Insurance Claim" (SIMONEH0000395)			
24	April 18, 2017 Email from Brian Edgeworth to Daniel Simon regarding Bill for Restoration (SIMONEH0000396)			
25	April 20, 2017 Email from Daniel Simon regarding representation of Giberti (SIMONEH0000397)			
26	August 1, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Invoices (SIMONEH0000398)			
27	August 22, 2017 Email from Brian Edgeworth to Daniel Simon regarding "Contingency" (SIMONEH0000399)			
28	August 23, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement (SIMONEH0000400)			
29	August 29, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Case (SIMONEH0000401)			
30	September 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding Margaret Ho Loan (SIMONEH0000402)			
31	September 22, 2017 Email from Daniel Simon to Brian Edgeworth with invoices and billing summaries attached (SIMONEH0000403)			
32	September 30, 2017 Email from Michael Nunez to Daniel Simon regarding Motion to strike (SIMONEH0000404)			
33	September 30, 2017 Email from Brian Edgeworth to Daniel Simon regarding punitive damages (SIMONEH0000405)			
34	October 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement tolerance (SIMONEH0000406- 0000407)	↓	↓	↓

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OFF Admit Data				
49	December 27, 2017 Letter from Jim Christensen to Robert Vannah in response to 12/26/17 email (SIMONEH0000432-0000441)	Y	St.p	8-27-18
50	December 28, 2017 Email chain between Jim Christensen and Robert Vannah regarding separate bank account (SIMONEH0000442-0000447)			
51	January 4, 2017 Letter from Robert Vannah to Sara Guindy (SIMONEH0000448)			
52	January 4, 2018 Email from Sara Guindy regarding new trust account (SIMONEH0000449)			
53	January 9, 2018 Email chain between Robert Vannah and Jim Christensen regarding not terminating Daniel Simon (SIMONEH0000450-0000452)			
54	Check to Client for Viking Settlement in amount of \$3,950,561.27 (SIMONEH0000453)			
55	Check of Costs Paid by Edgeworth dated March 1, 2018 (SIMONEH0000454)			
56	Construction Agreement between American Grating and Lange Plumbing (SIMONEH0000455-0000480)			
57	Nonrecourse Promissory Note with Margaret Ho (SIMONEH0000481-0000483)			
58	Nonrecourse Promissory Note with Colin Kendrick (SIMONEH0000484-0000486)			
59	Subordinate Nonrecourse Promissory Note for \$400,000 with Margaret Ho (SIMONEH0000487-0000489)			
60	Video of 645 St. Croix, Henderson, NV from YouTube (SIMONEH0000490)			
61	Pictures of 645 St. Croix, Henderson, NV from Zillow (SIMONEH0000491-0000519)			
62	Crane Pomerantz Engagement Letter (SIMONEH0000520-0000523)			
63	Register of Actions as of December 11, 2017 (SIMONEH0000524-0000535)			
64	Plaintiff's Wiznet Filing Report from 4.27.17 to 11.30.17 (SIMONEH0000536-0000545)			
65	Deposition Time Summary (SIMONEH0000546)	✓	✓	✓

OFR Admit date

1	66	Deposition Notices (SIMONEH0000547-0000910)	Y	Stip	8-27-18	us
2	67	Written Discovery to Viking and Viking's Responses (SIMONEH0000911-0001177)				us
3	68	Written Discovery to Lange and Lange's Responses (SIMONEH0001178-0001248)				us
4	69	Stipulations and Orders to Continue Other Cases (SIMONEH0001249-0001339)				us
5	70	Calculation of Damages (as of 9/28/17) (SIMONEH0001340-0001341)				us
6	71	Summary of Early Case Conference Disclosures & Supplements (SIMONEH0001342-0001343)				us
7	72	Christmas Card to the Simon Family from the Edgeworth Family (SIMONEH0001344-0001346)				us
8	73	Texts between Angela Edgeworth and Eleya Simon (SIMONEH0001347-0001352)				us
9	74	Case Expense Summary, dated January 2, 2018 (SIMONEH0001353-0001357)				us
10	75	Cost Basis of Spec Development (SIMONEH0001358)				us
11	76	American Grating Invoices (SIMONEH0001359-0001360)				us
12	77	Pictures of Edgeworth Dropbox File (SIMONEH0001361-0001371)				us
13	78	Invoice from Jerry Heskett (SIMONEH0001372)				us
14	79	Plaintiff's Early Case Conference Disclosures with Computation of Damages (SIMONEH0001373-0001654)				us
15	80	Emails regarding the Edgeworth case (combined) (SIMONEH0001655-0007197)				us
16	81	February 6, 2018 Hearing Transcript (SIMONEH0007198-0007243)				us
17	82	February 20, 2018 Hearing Transcript (SIMONEH0007244-0007266)				us
18	83	April 3, 2018 Hearing Transcript (SIMONEH0007267-0007297)				us
19	84	Deposition of Brian Edgeworth, dated September 29, 2017 (SIMONEH0007298-0007642)	↓	↓	↓	us

		dis	obj	admit
85	Deposition of Margaret Ho, dated October 16, 2017 (SIMONEH0007643-0007678)	Y	Stip	8-27-18
86	Deposition of Angela Edgeworth, dated September 18, 2017 (SIMONEH0007679-0007855)			
87	Offer of Judgment to Lange Plumbing, LLC. (SIMONEH0007856-0007858)			
88	Email from Ashley Ferrel to Daniel Simon re Edgeworth 6 <sup>th</sup> Supplement, dated July 6, 2017(SIMONEH0007859)			
89	Email from Ashley Ferrel to Daniel Simon regarding Viking documents just produced (SIMONEH0007860)			
90	Retention Agreement	8-27-18	N	8-27-18

91 Emails from Viking Re: VK457 8-30-18 N 8-30-18 wa

92- PHOTO OF BANKER BOXES Y N 9-18-18 wa

93- PHOTO OPEN BANKER BOXES Y N 9-18-18 wa

94- PHOTO COPY OF CHECK \$ 437,575.42 Y N 9-18-18 wa

95- PHOTO COPY OF CHECK \$ 726,407.98 Y N 9-18-18 wa





EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

JOHN B. GREENE, ESQ.  
400 S. SEVENTH ST., 4<sup>TH</sup> FLOOR  
LAS VEGAS, NV 89101

DATE: December 12, 2018  
CASE: A-16-738444-C  
C/W A-16-767242-C

RE CASE: EDGEWORTH FAMILY TRUST vs. LANGE PLUMBING, LLC

NOTICE OF APPEAL FILED: December 7, 2018

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☒ Notice of Entry of Order (*For Order dated 11/19/2018 and Amended Order dated 11/19/2018*)

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NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

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*\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT  
DOCKET ENTRIES; CIVIL COVER SHEET; DECISION AND ORDER ON MOTION TO  
ADJUDICATE LIEN; DECISION AND ORDER ON MOTION TO DISMISS NRCPO 12(B)(5);  
DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

EDGEWORTH FAMILY TRUST,

Plaintiff(s),

vs.

LANGE PLUMBING, LLC,

Defendant(s),

Case No: A-16-738444-C

*Consolidated with A-18-767242-C*

Dept No: X

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 12 day of December 2018.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk