

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,
Appellants, and Cross-Respondents,
vs.
DANIEL S. SIMON; AND THE LAW OFFICE
OF DANIEL S. SIMON, A PROFESSIONAL
CORPORATION,
Respondents, and Cross-Appellants.

No. 77678

Electronically Filed
Sep 30 2019 01:42 p.m.

SECOND AMENDED
DOCKETING STATEMENT
CIVIL APPEALS

Elizabeth A. Brown
Clerk of Supreme Court
by Cross-Appellants

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department 10
County Clark Judge Jones
District Ct. Case No. A-16-738444-C consolidated with A-18-767242-C

2. Attorney filing this docketing statement:

Attorney James R. Christensen Telephone 702.272.0406

Firm James R. Christensen, PC

Address 601 S. 6th Street
Las Vegas, NV 89101

Client(s) Daniel S. Simon and the Law Office of Daniel S. Simon, a Professional Corporation

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney John B. Greene Telephone 702.369.4161

Firm Vannah & Vannah

Address 400 S. Seventh Street, 4th Floor
Las Vegas, NV 89101

Client(s) Edgeworth Family Trust; American Grating, LLC

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input checked="" type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input checked="" type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>Lien Adjudication</u> |

5. Does this appeal raise issues concerning any of the following?

- Child Custody
- Venue
- Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. Nature of the action. Briefly describe the nature of the action and the result below:

A-16-738444-C began as a product defect/contract claim against Viking and Lange plumbing to recover a \$500,000 property loss. The case was settled for \$6,100,000.00. A dispute arose over fees and advanced costs between Plaintiffs in A738444 (collectively the "Edgeworths") and their attorney (collectively "Simon"). Simon served an attorney's lien and then the Edgeworths sued Simon for conversion and other claims over the attorney fee dispute and Simon's use of the attorney lien in case A-18-767242-C. The District Court consolidated the cases, held a five day evidentiary hearing, then issued Orders adjudicating the lien, dismissing A767242 pursuant to NRCP 12(b)(5) and denying as moot the Simon motion to dismiss A767242 pursuant to the Nevada Anti-SLAPP statute.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

The District Court erred when it denied the Anti-SLAPP motion to dismiss as moot. Use of an attorney's lien pursuant to statute cannot be conversion as a matter of law, and a suit against an attorney (or anyone else) for lawful use of process must be dismissed under the Anti-SLAPP statute. Dismissal under the Anti-SLAPP statute provides grounds and remedies to Simon that are not available under NRCP 12(b)(5); thus, the 12(b)(5) dismissal, while correct, did not moot the Anti-SLAPP motion to dismiss.

The District Court erred when it did not grant fees under quantum meruit for all time spent on the case by Simon following the constructive discharge of Simon on the eve of settlement. Alternatively, the District Court erred when it did not consider several hundred hours spent by the Simon firm in its grant of fees to Simon on an hourly basis.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None known.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A

Yes

No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

Reversal of well-settled Nevada precedent (identify the case(s))

An issue arising under the United States and/or Nevada Constitutions

A substantial issue of first impression

An issue of public policy

An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This appeal does not appear to be presumptively assigned to either Court. Based on the amounts involved, which are over the amounts listed for presumptive assignment to the Court of Appeals in NRAP 17(b)(5)&(6), Simon believes that retention by the Supreme Court is warranted.

14. Trial. If this action proceeded to trial, how many days did the trial last? No trial.

Was it a bench or jury trial? No trial, but the Court held a five day evidentiary hearing.

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 10.11.18 and 9.18.19

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served 10.24.18 and 9.18.19

Was service by:

Delivery

Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

NRCP 50(b) Date of filing _____

NRCP 52(b) Date of filing 10.29.18

NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion 11.19.18 and 9.18.19

(c) Date written notice of entry of order resolving tolling motion was served 12.27.18 and 9.18.19

Was service by:

Delivery

Mail

19. Date notice of appeal filed

Edgeworth's Notice of Appeal filed 12.7.18; Simon's Notice of Cross-Appeal filed 12.17.18

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

Timeliness of the Edgeworths' notice of appeal is governed by NRAP 4(a)(1), the Simon cross appeal by NRCP 4(a)(2) and 4(a)(6).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- NRAP 3A(b)(1) NRS 38.205
- NRAP 3A(b)(2) NRS 233B.150
- NRAP 3A(b)(3) NRS 703.376
- Other (specify) NRAP3A(b)(8)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

The District Court orders of October 11, later amended, dismissing the case and denying the Anti-SLAPP motion as moot acted as a final judgment in A767242 under NRAP 3A(b)(1).
The District Court order of October 11, later amended, adjudicating the lien was a special order under NRAP3A(b)(8), considering the consolidation with A767242 in which Simon was a named party.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

A-16-738444-C: Edgeworth Family Trust, Plaintiffs; Lange Plumbing, L.L.C., The Viking Corporation, Supply Network, Inc., dba Viking Supplynet, Defendants; Lange Plumbing, L.L.C., Cross-Claimant; Viking Corporation, Supply Network Inc. dba Viking Supplynet, Cross-Defendants.

A-18-767242-C: Edgeworth Family Trust; American Grating, LLC, Plaintiffs; Daniel S. Simon dba Simon Law, Defendants.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

A738444: All parties dismissed via Stipulation and Order on February 20, 2018.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

See the description and disposition of all claims attached to the Amended Docketing Statement of June 5, 2019.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

Yes

No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

Yes

No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

Yes

No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

Notice of Entry of Order of 9.18.19 is attached. See also, the documents attached to the June 5, 2019 Amended Docketing Statement.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Daniel S. Simon and the Law Office of Daniel S. Simon,
a Professional Corporation

Name of appellant

James R. Christensen

Name of counsel of record

9.30.19

Date

James R. Christensen

Signature of counsel of record

Nevada, Clark County

State and county where signed

CERTIFICATE OF SERVICE

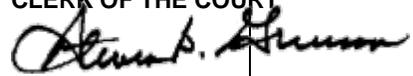
I certify that on the 30th day of September, 2019, I served a copy of this completed docketing statement upon all counsel of record:

- By personally serving it upon him/her; or
- By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)
- By E-serve to all parties

Dated this 30th day of September, 2019

Dawn Christensen

Signature



1 NEOJ
2 James R. Christensen Esq.
3 Nevada Bar No. 3861
4 JAMES R. CHRISTENSEN PC
5 601 S. 6th Street
6 Las Vegas NV 89101
7 (702) 272-0406
8 (702) 272-0415 fax
9 jim@jchristensenlaw.com
10 Attorney for SIMON

11 Eighth Judicial District Court
12 District of Nevada

13 EDGEWORTH FAMILY TRUST, and
14 AMERICAN GRATING, LLC

15 Plaintiffs,

16 vs.

17 LANGE PLUMBING, LLC; THE
18 VIKING CORPORATION, a Michigan
19 corporation; SUPPLY NETWORK,
20 INC., dba VIKING SUPPLYNET, a
21 Michigan Corporation; and DOES 1
22 through 5 and ROE entities 6 through
23 10;

24 Defendants.

25 Case No.: A-16-738444-C
Dept. No.: 10

**NOTICE OF ENTRY OF AMENDED
DECISION AND ORDER ON
SPECIAL MOTION TO DISMISS
ANTI-SLAPP**

Date of Hearing: N/A
Time of Hearing: N/A

1 PLEASE TAKE NOTICE, a Notice of Entry of Amended Decision and
2 Order on Special Motion to Dismiss Anti-Slapp was entered on the docket
3 on the 17th day of September 2019. A true and correct copy of the file-
4 stamped Amended Decision and Order is attached hereto.
5

6 DATED this 18th day of September 2019.

7 */s/ James R. Christensen*

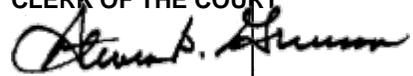
8 James R. Christensen Esq.
9 Nevada Bar No. 3861
10 JAMES R. CHRISTENSEN PC
11 601 S. 6th Street
12 Las Vegas NV 89101
13 (702) 272-0406
14 (702) 272-0415 fax
15 jim@jchristensenlaw.com
16 Attorney for SIMON

17 **CERTIFICATE OF SERVICE**

18 I CERTIFY SERVICE of the foregoing NOTICE OF ENTRY OF
19 AMENDED DECISION AND ORDER was made by electronic service (via
20 Odyssey) this 18th day of September 2019, to all parties currently shown
21 on the Court's E-Service List.
22

23 */s/ Dawn Christensen*

24 an employee of
25 JAMES R. CHRISTENSEN, ESQ



ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

601 S. 6th Street
Las Vegas NV 89101
(702) 272-0406

Attorney for SIMON

**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;
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

**AMENDED DECISION AND ORDER
ON SPECIAL MOTION TO DISMISS**

ANTI-SLAPP

1 Mr. Simon and his wife were close family friends with Brian and Angela
2 Edgeworth.

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

4 3. On April 10, 2016, a house the Edgeworths were building as a
5 speculation home suffered a flood. The house was still under construction and the
6 flood caused a delay. The Edgeworths did not carry loss insurance if a flood
7 occurred and the plumbing company and manufacturer refused to pay for the
8 property damage. A fire sprinkler installed by the plumber, and within the
9 plumber's scope of work, caused the flood; however, the plumber asserted the
10 fire sprinkler was defective and refused to repair or to pay for repairs. The
11 manufacturer of the sprinkler, Viking, et al., also denied any wrongdoing.
12

13 4. In May of 2016, Mr. Simon agreed to help his friend with the flood
14 claim and to send a few letters. The parties initially hoped that Simon drafting a
15 few letters to the responsible parties could resolve the matter. Simon wrote the
16 letters to the responsible parties, but the matter did not resolve. Since the matter
17 was not resolved, a lawsuit had to be filed.
18

19 5. On June 14, 2016, a complaint was filed in the case of Edgeworth
20 Family Trust; and American Grating LLC vs. Lange Plumbing, LLC; the Viking
21 Corporation; Supply Network Inc., dba Viking Supplynet, in case number A-18-
22 738444-C. The cost of repairs was approximately \$500,000. One of the elements of
23
24
25

1 the Edgeworth's damages against Lange Plumbing LLC ("Lange") in the litigation
2 was for reimbursement of the fees and costs that were paid by the Edgeworths.

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

10
11 We never really had a structured discussion about how this might be done. I
12 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
17 though 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
21 cash or if things get really bad, I still have a couple million in bitcoin I could
22 sell. I doubt we will get Kinsale to settle for enough to really finance this
23 since I would have to pay the first \$750,000 or so back to Colin and
24 Margaret and why would Kinsale settle for \$1MM when their exposure is
25 only \$1MM?

(Def. Exhibit 27).

26 7. During the litigation, Simon sent four (4) invoices to the Edgeworths.
27 The first invoice was sent on December 2, 2016, seven (7) months after the
28 original meeting at Starbucks. This invoice indicated that it was for attorney's fees

1 and costs through November 11, 2016. (Def. Exhibit 8). The total of this invoice
2 was \$42,564.95 and was billed at a "reduced" rate of \$550 per hour. Id. The
3 invoice was paid by the Edgeworths on December 16, 2016.

4 8. On April 7, 2017 a second invoice was sent to the Edgeworths for
5 attorney's fees and costs through April 4, 2017 for a total of \$46,620.69, and was
6 billed at a "reduced" rate of \$550 per hour. (Def. Exhibit 9). This invoice was paid
7 by the Edgeworths on May 3, 2017. There was no indication on the first two
8 invoices if the services were those of Mr. Simon or his associates; but the bills
9 indicated an hourly rate of \$550.00 per hour.
10
11

12 9. A third invoice was sent to the Edgeworths on July 28, 2017 for
13 attorney's fees and costs through July 28, 2017 totaling of \$142,080.20. (Def.
14 Exhibit 10). This bill identified services of Daniel Simon Esq. for a "reduced" rate
15 of \$550 per hour totaling \$104,021.20; and services of Ashley Ferrel Esq. for a
16 "reduced" rate of \$275 per hour totaling \$37,959.00. Id. This invoice was paid by
17 the Edgeworths on August 16, 2017.
18
19

20 10. The fourth invoice was sent to the Edgeworths on September 19, 2017
21 in an amount of \$255,186.25 for attorney's fees and costs; with \$191,317.50 being
22 calculated at a "reduced" rate of \$550 per hour for Daniel Simon Esq., \$60,981.25
23 being calculated at a "reduced" rate of \$275 per hour for Ashley Ferrel Esq., and
24 \$2,887.50 being calculated at a "reduced" rate of \$275 per hour for Benjamin
25

1 Miller Esq. (Def. Exhibit 11). This invoice was paid by the Edgeworths on
2 September 25, 2017.

3 11. The amount of attorney's fees in the four (4) invoices was
4 \$367,606.25, and \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies
5 were paid to Daniel Simon Esq. and never returned to the Edgeworths. The
6 Edgeworths secured very high interest loans to pay fees and costs to Simon. They
7 made Simon aware of this fact.
8

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

13 13. On the evening of November 15, 2017, the Edgeworth's received the
14 first settlement offer for their claims against the Viking Corporation ("Viking").
15 However, the claims were not settled until on or about December 1, 2017.
16

17 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon
18 asking for the open invoice. The email stated: "I know I have an open invoice that
19 you were going to give me at a mediation a couple weeks ago and then did not
20 leave with me. Could someone in your office send Peter (copied here) any invoices
21 that are unpaid please?" (Def. Exhibit 38).
22
23
24

25 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for
the services of Ashley Ferrel; and \$2,887.50 for the services of Benjamin Miller.

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

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

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

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

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

23 (Def. Exhibit 43).
24

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

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

7
8 21. Mr. Edgeworth alleges that the fee agreement with Simon was only
9 for an hourly express agreement of \$550 an hour; and that the agreement for \$550
10 an hour was made at the outset of the case. Mr. Simon alleges that he worked on
11 the case always believing he would receive the reasonable value of his services
12 when the case concluded. There is a dispute over the reasonable fee due to the Law
13 Office of Danny Simon.
14

15
16 22. The parties agree that an express written contract was never formed.

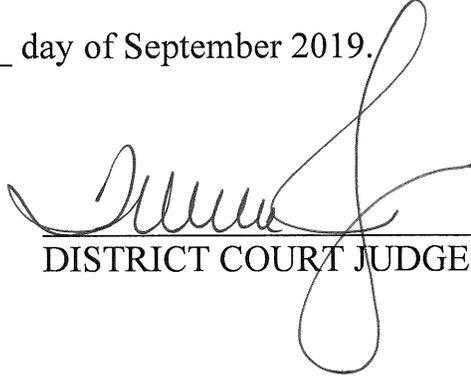
17 23. On December 7, 2017, the Edgeworths signed Consent to Settle their
18 claims against Lange Plumbing LLC for \$100,000.
19

20 24. On January 4, 2018, the Edgeworth Family Trust filed a lawsuit
21 against Simon in Edgeworth Family Trust; American Grating LLC vs. Daniel S.
22 Simon, the Law Office of Daniel S. Simon, a Professional Corporation, case
23 number A-18-767242-C.
24
25

ORDER

1
2 It is hereby ordered, adjudged, and decreed, that the Special Motion to
3 Dismiss Anti-Slapp is MOOT.

4 IT IS SO ORDERED this ____ day of September 2019.

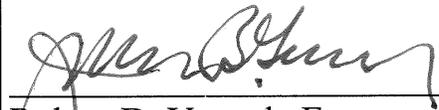
5
6
7 
8 _____
9 DISTRICT COURT JUDGE

10 Respectfully submitted by:
11 **JAMES R. CHRISTENSEN PC**

12 
13 _____

14 James R. Christensen Esq.
15 Nevada Bar No. 3861
16 601 S. 6th Street
17 Las Vegas, Nevada 89101
18 *Attorney for SIMON*

19 Approved as to form and content:
20 **VANNAH & VANNAH**

21 
22 _____

23 Robert D. Vannah, Esq.
24 Nevada Bar No. 2503
25 John B. Greene, Esq.
Nevada Bar No. 4279
400 S. 7th Street, 4th Floor
Las Vegas, Nevada 89101
Attorneys for Plaintiffs