

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC

Appellants/Cross-Respondents,

vs.

DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION,

Respondents/Cross-Appellants.

NO. 77678

Electronically Filed  
Jan 15 2020 12:57 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,

Appellants

vs.

DANIEL S. SIMON; AND THE LAW  
OFFICE OF DANIEL S. SIMON, A  
PROFESSIONAL CORPORATION

Respondents.

NO. 78176

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THE LAW OFFICE OF DANIEL  
S. SIMON,

Petitioner

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF CLARK;  
AND THE HONORABLE TIERRA  
DANIELLE JONES, DISTRICT JUDGE,

Respondents,  
and

NO. 79821



EDGEWORTH FAMILY TRUST; AND  
AMERICAN GRATING, LLC,

Real Parties in Interest.

**INDEX TO RESPONDENTS/ PETITIONERS COMBINED ANSWERING  
BRIEF AND OPENING BRIEF APPENDIX**

**VOLUME I OF XI**

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**INDEX TO RESPONDENTS/ PETITIONERS COMBINED ANSWERING  
BRIEF AND OPENING BRIEF APPENDIX**

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## Daniel Simon

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**From:** Daniel Simon  
**Sent:** Friday, May 27, 2016 4:25 PM  
**To:** Brian Edgeworth  
**Subject:** RE: Insurance Claim

I can meet you tomorrow about 11a.m. at starbucks on St Rose and Spencer

-----Original Message-----

From: Brian Edgeworth [mailto:brian@pediped.com]  
Sent: Friday, May 27, 2016 3:37 PM  
To: Daniel Simon  
Subject: RE: Insurance Claim

Too big to scan. I could drop off at your house or meet you somewhere tomorrow. I will not be done until very late tonight.

-----Original Message-----

From: Daniel Simon [mailto:dan@simonlawlv.com]  
Sent: Friday, May 27, 2016 3:35 PM  
To: Brian Edgeworth <brian@pediped.com>  
Subject: RE: Insurance Claim

Our job is not easy. LOL however you want.

-----Original Message-----

From: Brian Edgeworth [mailto:brian@pediped.com]  
Sent: Friday, May 27, 2016 3:30 PM  
To: Daniel Simon  
Subject: RE: Insurance Claim

Dude, when/how can it get this to you? Even typing up the summary is taking me all day organizing the papers. There is at least 600-1000 pages of crap.

-----Original Message-----

From: Daniel Simon [mailto:dan@simonlawlv.com]  
Sent: Friday, May 27, 2016 12:58 PM  
To: Brian Edgeworth <brian@pediped.com>  
Subject: Re: Insurance Claim

I know Craig. Let me review file and send a few letters to set them up. Maybe a few letters will encourage a smart decision from them. If not, I can introduce you to Craig if you want to use him. Btw He lives in your neighborhood. Not sure if that is good or bad?

> On May 27, 2016, at 9:30 AM, Brian Edgeworth <brian@pediped.com> wrote:

>

> Hey Danny;

>

> I do not want to waste your time with this hassle (other than to force



> you

to listen me bitch about it constantly) and the insurance broker says I should hire Craig Marquiz and start moving the process forward.

Should I just do that and not bother you with this?

> My only concern is that some goes nuclear (with billing and time) when

just a bullet to the head was all that was needed to end this nightmare (and I do not know this person from Adam).

>

> --

>

>

> Brian Edgeworth

> pediped Footwear

> 1191 Center Point Drive

> Henderson, NV

> 89074

>

> 702 352-2580



## Daniel Simon

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**From:** Daniel Simon  
**Sent:** Sunday, June 05, 2016 12:31 PM  
**To:** Brian Edgeworth  
**Subject:** Re: Simple Loan Contract

Mark Katz

On Jun 5, 2016, at 11:51 AM, Brian Edgeworth <[brian@pediped.com](mailto:brian@pediped.com)> wrote:

Would you be writing this or do I need to get Mark Katz (estate guy) to do it?  
I would like to start moving money Friday.

Loan from Margaret Ho OR Center Point Business Park LLC (where the money will move from) which Margaret owns.

And Edgeworth Family Trust (or whomever the correct legal entity should be to borrow this money (American grating?).

\$350,000 PLUS however much I will need to pay legal fees during the insurance company's delays.

Interest rate 2.65% per MONTH compounded monthly with a MINIMUM of 15% (less than 2.99% and minimum of 20% on that website).

Only security is the payment from Kinsale or Viking.



## Daniel Simon

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**From:** Brian Edgeworth <brian@pediped.com>  
**Sent:** Friday, June 10, 2016 9:41 AM  
**To:** Daniel Simon  
**Subject:** RE: FYI on damage Checks I need to write tomorrow.

Took 300,000 loan. Way more crap has to be paid in next weeks than I thought.

**From:** Daniel Simon [mailto:dan@simonlawlv.com]  
**Sent:** Friday, June 10, 2016 8:53 AM  
**To:** Brian Edgeworth <brian@pediped.com>  
**Subject:** Re: FYI on damage Checks I need to write tomorrow.

See below

On Jun 10, 2016, at 8:35 AM, Brian Edgeworth <brian@pediped.com> wrote:

I am receiving the first \$200,000 of the loan today.  
The following people need to be paid (the damage mitigation company has stated they will file a formal lien if not paid in full):

have them send that threat in writing.

United Restorations \$50,000.00 of the invoiced \$73,117.50 to stop them from liening the property.  
Classic Framing and Drywall \$22,480.00 for the drywall repair thus far (total will be approximately \$40,000)

State Insulation: \$4,155.00 for putting insulation into all the walls.

Rafael Framing fixed, straightened and shimmed all the walls to prep them for the drywall replacement  
\$2,019 of their \$12,000 quote (they have more work to do and bill for)

DMG Nova LLC has started fixing the finish carpentry finishes and real wood beams that were damaged and replacing door trim (no invoice yet).

There will be large deposit checks that will be need to be placed for cabinets (around \$50,000 deposit) and we still do not know what to do about the fireplaces (around \$60,000 to remove and replace both of them) since we could hire someone to come in and rip out the insides and replace them for around \$4,000 or so but we have no idea about the warranty or if there is water inside all the other parts.

Not sure on fireplace issue we can talk about. I am out of town until Monday.



## INVOICE

### EDGEWORTH V. LANGE, ET AL.

Description	Time
Initial Meeting with Client	1.75
Review file, Several discussions with Client	4.75
Demand letter to Defendant Lange	1.5
Representation Letters to Viking, Kinsale, Harris, Lange. Discussions with Client	4.25
Additional Letters to Defendants	1.5
Draft, Review, Revise, File and Serve Complaint and Amended Complaint, Affidavit of Service, Summons	6.75
Receive and Review Answers to Complaint	1.50
Prepare Early Case Conference, Stipulation to Amend Complaint, order from court and filing of same	2.25
Letter to Viking with Exhibits	3.25
Witness and Exhibit List, Redact and Prepare Privilege Log	7.50
8-19-16 prepare and file Request for Exemption from Arbitration, receive decision from court	.75
8/23/16 Inspection of Property, Meeting with Clients, Discussions with Client, Prepare and Serve Notice of Early Case Conference	3.75
9-27-16 ECC Conference with Lange Only	1.0
10-06-16 Conference Call with Expert Hasting	.25



10-07-16 Multiple Calls with Client, Ltrs and Emails with Def. Counsel, Fed ex Failed Head to Ivey Engineering, Prepare Affidavit of Chain of Custody	2.25
10-11-16 Receive, Review and Respond to Emails from Dalacas and Prepare and Send Letter to Dalacas, Phone Conference with Dalacas, Send Letters to Client and Dalacas Speak with Client	1.5
10-12-16 Receive and Review Dalacas Letter, Emails to Expert, Send Info to Client, Discussions with Client	1.0
10-13-16 Receive and Review Viking Emails, Response and Letter to Lange, Phone Call with Client, Rec New Emails from Dalacas Re: Inspection, Draft and Send Response to E-mails, Phone Call with Client	3.75
10-14-16 Rec/rev Dalacas Response, Forward to Client Rec /Review Emails and Attachments from Giberti, Print for File, Email Expert Re: Inspection, Email Viking, Review E-mails from Client	2.75
10-15-16 Discussions with Client, Ltr to Dalacas, Emails to Expert Re: Scheduling and Inspection	1.25
10-17-16 Review E-mails: Viking, Lange, Client: Prepare Responses, Discussions with Client	1.50
10-18-16 E-mail Exchanges Re: Inspection, Discussions with Client Meeting with Defense Counsel 2 <sup>nd</sup> Ecc with Lange and Viking	1.25
10-19-16 Site Inspection, Discussions with Client	3.5



10-21-16 Receive and Review Letters from Lange/dalacas Re: Replacement of Heads, Draft and Send Letter to Dalacas Re: Inspection and Separate Ltr Re: Coverage Issues Receive Emails from Dalacas, Phone Conference with Client, Receive and Review Viking Installation Guide	2.25
10-23-16 Email exchanges from Dalacas and prepare and send response re: Replacement of Heads	.15
10-24-16 Phone Call with Dalacas re Replacement of Heads, Discussions with Client Re: Replacement Email exchanges from Dalacas Confirming Agreements of Replacement Involving Lange, Rimkus and Procedures	1.25
11-1-16 Emails from Viking Re: Extension for Ecc Materials, Response	.25
11-4-16 Email Exchanges from Client, Dalacas	.50
11-10-16 Receive and Review Viking Ecc Witness and Exhibit Lists and Documents, Lange's First Supplement to Ecc Disclosures, Review and Finalize Plaintiffs New Ecc Witness and Exhibits and Serve Same on All Parties	2.25
11-13-16 Receive and Review Kinsale Ins. Letter. Denial of Additional Coverage, Forward to Client	.50
11-17-16 Email Exchanges	.50
11-18-16 Draft and Circulate Joint Case Conference Report	1.5
11-22-16 Review Emails from Viking Re: Exhibits, Receive and Review Third Party Complaint & Cross-claim, Forward to Client	.50
12-1-16/12-2-16 Email Exchanges with Client and Lange Re; Final Plans/inspection	.50
12-2-16 Receive and Review Lange Answer to Crossclaims	.50
Costs	\$3,982.45
Total Hours x's \$550 per hour (reduced)	70.15 hours



<b>Total Fees</b>	<b>\$38,582.50</b>
<b>Total attorneys fees and costs thru 11-11-16</b>	<b>\$42,564.95</b>



**SIMON LAW**  
A PROFESSIONAL CORPORATION  
810 SOUTH CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

April 7, 2017

Brian Edgeworth  
1191 Center Point Drive  
Henderson, NV 89074

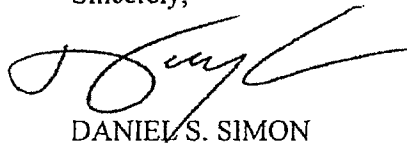
Re: Edgeworth Family Trust v. Lange Plumbing LLC et al.

Dear Mr. Edgeworth:

Enclosed please find the Invoice totaling \$46,620.69 for the period of 12-5-16 thru 4-4-17 with a copy of the Case Expense Summary showing costs.

If you have any questions or concerns regarding the foregoing please do not hesitate to contact my office.

Sincerely,

  
DANIEL S. SIMON

DSS/jan  
enclosures

AA00009

SIMONEH0000130



## INVOICE

**EDGEWORTH V. LANGE, ET AL.**  
**(12-5-16 thru 4-04-17)**

Description	Time
12-5-16 Email exchanges re: plans/final inspection, discussions with Dugan, emails	.50
12-13-16 - 12-16-16 Lange Billing, email exchanges, revise JCCR with Viking and send to all attorneys, client emails, discussion with expert Hastings re: billing & scope of work	1.75
1-4-17 - 1-9-17 draft, revise MSJ with exhibits, send to client for review, file & serve on Defendants	8.75
1-14-17 Revise JCCR - re-circulate, email, exchanges with lawyers, request mediation, advise client. Spoke to K. Hastings re: expert inspections, proposed plan, possible metallurgy engagement etc.	1.25
Review Opposition of Viking and Opposition of Lange to MSJ, meeting with Ashley Ferrel re: strategy and Reply and Discovery, Emails with Client, prepare Reply to MSJ, file and serve	6.25
1-20-17 draft Notices of Depositions & Subpoenas & serve Bernie Lange, Vince Dioro, Dustin Hamer, Tracy Garvey and Shelli Lange	2.5
1-23-17 Phone Call, Emails, Client Approval, Forward materials to Expert Zamiski	.75
1-24-17 Draft and Revise 30b6 deposition Notice and Subpoena and Serve	1.25
1-25-17 Research and analyze transferring case to business Court	.75



1-26-17 Review letter and Communication with Dalacas, reset depositions, prepare re-notices and Subpoenas, prepare objection to Viking Subpoenas to American Grating and Giberti and serve	1.25
2-9-17 Phone call with Pancoast re: MSJ, depositions and Subpoenas to American Grating & Giberti	.35
2-13-17 File review, prepare for depositions	2.25
2-13-17 Prepare & File Motion to Amend Complaint, Review Opposition, Prepare & File Reply	2.5
2-14-17 Deposition pre-conference with client, review file	3.25
2-15-17 Vince Dioro deposition 9:30am - 12:30pm	3.0
2-15-17 Notice of Deposition & Subpoena for Virginia Brooks, Jim Kreason, Re-Notice Deposition Bernie Lange, Shelli Lange, Vince Dioro (continuation), Dustin hamer	.75
2-22-17 Prepare and take Dustin Hamer's deposition	4.0
2-22-17 Re-notice Depositions for Vince Dioro, Shelli lange, Virginia Brooks, Jim Kreason and Serve	.50
2-28-17 - 3-1-17 meet client in Henderson, pick up file with Ms. Ferrel, review file, attend COR Depositions at Pancoast/Viking office in Summerlin. Meet with Pancoast at Simon Law downtown to review file for copying & production to Viking	2.25
3-7-17 Prepare and attend Motion for Summary Judgment and Motion to Amend Complaint: Dept 10	3.25
3-7-17 Prepare and File Motion for Summary Judgment as to Lange only	2.5



3-7-17 Prepare and Serve Offer of Judgment and Cover letter to Counsel	.75
3-8-17 Prepare and File Orders re: Motion for Summary Judgment and Motion to Amend Complaint, Prepare and File Amended Complaint, Notice of Entry of Orders	1.25
3-13-17 thru 3-15-17 Prepare and Take Depositions of Bernie Lange and Shelly Lange	6.5
3-20-17 Representation Letter to National Union Fire Ins. Co.	.75
3-21-17 Review Correspondence from Lange Requesting Motion for Summary Judgment (MSJ) be withdrawn; Review Kinsale Ins. File; Review Lange 4 <sup>th</sup> Supp to Ecc	1.25
3-23-17 Communication/emails with Defense Counsel Re: Stipulation to Continue MSJ Hearing, File and Serve	.50
3-24-17 Review Lange/kinsale Correspondence in Response to Offer of Judgment and Discovery with Client	.50
3-28-17 Notice of 30b6 Deposition and Subpoena and Serve	1.25
3-28-17 Review Written Discovery with Clients to Answer and Produce	1.25
4-4-17 Prepare and Serve 3 Day Notice of Intent to Take Default	.50
<b>Costs</b>	<b>\$11,365.69</b>
<b>Total Hours x's \$550 per hour (reduced)</b>	<b>64.10 hours</b>
<b>Total Fees</b>	<b>\$35,255.00</b>
<b>Total attorneys fees and costs thru 4-4-17</b>	<b>\$46,620.69</b>



Date: 04/07/2017

**Case Expense Summary**  
Law Office of Daniel S. Simon

Page: 1

Case Range: 2016024.00 to 2016024.00  
Date Range: 01/01/80 to 12/31/20  
Employee Range: 0 to 999

Case No.: 2016024.00 Edgeworth Trust

Date	Emp	Amount	Description
06/15/16	DS	40.00	Reno/carson Messenger Services - service fee - ck# 21730
nm/dd/yy	DS	281.60	wiznet filing fee complaint
			Amount: \$ 3.50
			Court Fee: \$ 270.00
			Card Fee: \$ 8.10
07/05/16	DS	70.00	KC Investigations - service - ck# 21892
08/24/16	DS	3.50	wiznet filing fee Amended Complaint
09/02/16	DS	3.50	wiznet filing fee Acceptance of Service for viking
09/06/16	DS	3.50	wiznet filing fee Acceptance of Service
09/15/16	DS	2500.00	Ivey Engineering - retainer fee - ck# 22110
10/07/16	DS	47.39	fed-ex to kevin hastings at ivey engineering
11/17/16	DS	1032.96	Ivey Engineering, Inc. - inspection fee - ck# 22268
12/15/16	DS	1500.00	Ivey Engineering - retainer fee - ck # 22327
12/16/16	DS	3982.45	Costs paid from Edgeworth ck # 3571
01/11/17	DS	203.50	wiznet filing fee Plaintiffs Motion for Summary Judgment
01/30/17	DS	2500.00	Vollmer-Gray Engineering Laboratories - retainer fee - ck # 22420
02/13/17	DS	3.50	wiznet filing fee Plaintiffs Motion to Amend the Complaint on Order Shortening Time
nm/dd/yy	DS	3.50	wiznet filing fee Plaintiffs Motion to Amend the Complaint on Order Shortening Time
02/27/17	DS	3.50	wiznet filing fee Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on Order Shortening Time
02/28/17	DS	3.50	wiznet filing fee Reply to All Defendants Opposition to Plaintiffs Motion for Summary Judgment
03/01/17	DS	307.75	copy charges for ecc production
			1231 x's .25 = 307.75
03/02/17	DS	1379.50	Oasis Reporting - Vincent Diorio Volume I transcript - ck # 22503
nm/dd/yy	DS	1107.85	Oasis Reporting - Dustin Hamer transcript - ck # 22504
03/07/17	DS	3.50	wiznet filing fee for Affidavit of Service for jim kreason
nm/dd/yy	DS	209.50	wiznet filing fee for Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only

Amount:

AA00013



# Case Expense Summary

Law Office of Daniel S. Simon

Date	Emp	Amount	Description
			\$ 3.50
			Court Fee:
			\$ 200.00
			Card Fee:
			\$ 6.00
mm/dd/yy	DS	3.50	wiznet filing fee Second Amended Complaint
03/10/17	DS	146.00	KC Investigations - service - ck # 22529
mm/dd/yy	DS	445.00	Beck Video Prod - Dustin Hamer video depo - ck # 22527
mm/dd/yy	DS	537.50	Beck Video Prod - Vince Diorio Vol 1 - video depo - ck # 22528
mm/dd/yy	DS	131.00	KC Investigations - service - ck # 22533
03/16/17	DS	3.50	wiznet filing fee order denying msj
03/20/17	DS	3.50	wiznet filing fee NEOJ msj
03/21/17	DS	3.50	wiznet filing fee Order Granting Plaintiffs Motion to Amend the Complaint
03/22/17	DS	3.50	wiznet filing fee for NEOJ order granting mot to amd complaint
03/23/17	DS	215.00	Beck Video Prod - Shelli Lange Vol I video depo - ck # 22556
mm/dd/yy	DS	354.00	Beck Video Prod - Bernie Lange video depo - ck # 22555
mm/dd/yy	DS	256.99	Ivey Engineering - Coordination and prepare evidence - ck # 22552
04/03/17	DS	923.65	Oasis Reporting - Shelli Lange transcript - ck # 22584
mm/dd/yy	DS	1113.45	Oasis Reporting - Bernard Lange depo transcript - ck # 22575
Case Total:		11365.69	
Totals:		11365.69	



## INVOICE SUMMARY

### Edgeworth v. Lange and Viking

Attorneys Fees for Daniel Simon for period 4-5-17 thru 7-28-17	\$72,077.50
Attorneys Fees for Ashley Ferrel, Esq. for period 4-5-17 thru 7-25-17	\$38,060.00
Costs Outstanding thru 7-28-17	<u>\$31,943.70</u>
Total Due to Law Office of Daniel Simon	<b>\$142,080.20</b>

AA00015

SIMONEH0000136



## INVOICE

### EDGEWORTH V. LANGE, ET AL. (4-5-17 thru 7-28-17)

Description	Time
4/7/17 Reviewed Viking First ECC Supplement	1.5
4/7/17 Reviewed Plaintiffs 5 <sup>th</sup> ECC Supplement	.5
4-18-17 Reply to opposition of Lange and Reply to Joinder by Viking to Plaintiffs MSJ against Lange only	3.75
4-21-17 thru 4-25-17 T/C to expert Zamiski, T/C with client, emails to Dalacas, Kinsale and Pancoast	.50
4-21-17 thur 4-24-17 Finalize Answers to written Discovery, Meet with Client: Responses to Lange Interrogatories, Request to Produce.	3.25
4-23-17 Prepare Viking Deposition Notices and serve	1.25
4-25-17 Review Viking Answer to Second Amended Complaint and Third Party Complaint against Giberti, discussions with client, forward to Kinsale Lawyers	.75
4-25-17 Prepare and attend hearing on MSJ against Lange only	3.5
4-27-17 Prepare and serve Interrogs and request for admissions to Viking	2.35
4-27-17 Review client emails, prepare and serve notices of deposition and Subpoena for Don Cadden	.50
4-28-17- 5-1-17 Prepare and file motion to compel NRCP 30b6 witness of Lange and sanctions	5.25
4-28-17 – 5-1-17 Prepare and file motion for order to show cause to hold Kreason in contempt	2.75



5-1-17 EDCR 2.34 conference with Dalacas re: Testing of Sprinkler Heads	.35
5-1-17 – 5-3-17 Review file and prepare for Viking 30 b 6 corporate designee depositions.	3.25
5-1-17 Prepare and serve Notice of Deposition of Dan Cadden	.75
5-1-17 Reviewed Viking's 2 <sup>nd</sup> ECC Supplement	.5
5-2-17 prepare and serve 30b6 notice of deposition and subpoena for Viking Supply Net	1.75
5-3-17 Take deposition of Viking NRCP 30b6 designee on 13 topics	5.0
5-4-17 Prepare and Serve ECC of American Grating to all Parties and Supplement Of Edgeworth to all parties	2.75
5-5-17 Reviewed and served Plaintiffs 6 <sup>th</sup> Supplement	1.5
5-5-17 Prepare and serve Request for Admissions, Interrogs and Request for Production of Documents on Lange	5.25
5-5-15 Prepare and serve Request to Produce to Viking	1.35
5-5-17 Review Kinsale determination letter re: Giberti, Review contract, Insurance Declaration Page and Prepare and serve response	.75
5-8-17 Prepare, circulate and file with court: Stipulation and order to continue Kreason hearing to same date as Motion to Compel Lange	.50
5-8-17 Receive and Review Langes Motion to compel testing	.50
5-10-17 Review Privilege Log and Proposed Protective Order	.75
5-11-17 Prepare and serve Notice of Deposition of Eric Johnson and James Mason	.75



5-1-17 Review and sign order and return to Dalacas	.35
5-11-17 Discussion with client re: coverages for Giberti	.50
5-12-17 Review Affidavit of Service Giberti Construction	.15
5-15-17 prepare and file opposition to motion to compel testing	2.75
5-17-17 Reviewed Vikings 4 <sup>th</sup> Supplement (Rimkus Docs)	4.5
5-18-17 Receive and Review Viking 4 <sup>th</sup> Supp, discovery T/C with J. Pancoast re: Protective Order, New Dates for 30(b)(6) witness dates and testing	.75
5-23-17 Review Rimkus File; Receive and Review Lange Opposition to Motion for Order to Show Cause	2.25
5-25-17 Review Viking Answer to Lange Amended Cross Claim; E-mails coordinate testing	.75
5-30-17 Receive and Review Stipulated Protective Order And Serve; Review Viking Responses to RFA	1.25
6-01-17 Review Lange Opposition to Motion to Compel and Sanctions and Discuss Plaintiff's Reply w/Atty Ferrel; Review and Finalize Reply to Lange's Limited Opposition to Motion for Order to Show Cause to Hold Kreason in Contempt; Reviewed Viking Supplynet objection to Notice of 30b6 Subpoena	1.75
6-03-17 Review Protective Order final revisions; review Viking responses to written discovery	1.25
6-04-17 to 6-06-17 Prepare and take Deposition of Dan Cadden	3.75
6-05-17 to 6-07-17 Review File, Prepare and Attend Hearing On Motion to Compel Lange	3.5



6-06-17 Prepare and Serve Notice of Inspection upon Land Viking Supplynet	.50
6-08-17 Review and revise Subpoena on City of Henderson Re; Inspection Reports	.75
6-13-17 Conf with Expert Hastings re: Travel/Inspection Discussions with Client; Review Giberti Answer and Cross-Claims against Viking	1.25
6-14-17 Review Lange's responses to written discovery ; discuss with Ashley Ferrel	2.0
6-15-17 Review Lange's 6 <sup>th</sup> Supp./Privilege Log; Review Commissioners Report and Recommendations, Revise; Review final protocol for testing/forward to experts	1.75
6-16-17 Review Stipulation and Order to extend Discovery Deadlines, prepare and send e-mail Response objecting to extension	.50
6-19-17 Discussion with Kreason re: Deposition dates and Motion for Contempt; prepare and serve new Amended notice of deposition for Kreason; Emails to counsel for Kreason deposition	.50
6-19-17-6-21-17 Prepare and Attend Deposition of Vince Diorio (2 <sup>nd</sup> deposition) on 6-21-17	5.25
6-22-17 Attend Testing (converse consultants); inspection Viking Supply Net	6.0
6-28-17 to 6-29-17 Prepare and take Deposition of Kyle Mao	2.5
6-28-17 to 6-29-17 Prepare and take deposition of Bernie Lange (as Lange 30(b)(6))	5.75
6-30-17 E-mails to Viking Counsel re: production of Documents EDCR 2.34 and Review file with AF	.75



6-30-17 Prepare and Attend Deposition of Vince Diorio (2nd deposition)	3.5
7-09-17 Review Viking production – Emails re: claims of other failures	2.50
7-09-17 to 7-10-17 Prepare and take deposition of Erik Johnson	4.5
7-10-17 Review and Revise opp to motion to continue trial and extend discovery and supplement to motion for sanctions	1.75
7-11-17 to 7-12-17 Prepare for Plaintiffs Motion For Sanctions and Attend Hearing	1.75
7-11-17 Review appraisal report from Acore consultants	.75
7-18-17 to 7-19-17 Review Protective Order and Viking Supplement; Revise Objection to Confidentiality and Serve	.50
7-19-17 to 7-21-17 Review Viking prior discovery responses and review and serve Notice of 2.34 conference; confirm with parties	1.50
7-21-19 2.34 conference with Pancoast re: 1. Plaintiff's objection to Confidentiality under the protective order. 2. Notice of Deposition of your Expert, Robert Carnehan, we could not agree. 3. Vikings supplemental answers specifically and the need for a verification.	.75
7-21-19 Review and revise DCCR re: sanctions, review letters and emails from Pancoast	.25
7-24-17 Spoke to Client; Reviewed case with Ashley Ferrel; Review emails from client; Discussions with client; review file	4.25
7/25/17 prepare and attend hearing on Motion to Extend Discovery	1.75



7/25/17 Discussions with Ashley Ferrel: Review and revise notice of Depositions: Rimkus, Zuric & Viking; Discussion with Client; review Vikings Supplemental Answers to Interrogatories, Letter from Pancoast	2.50
7-26-17 Discussions with client; Review files, emails; prepare and serve Request for Production and Interrogatories to Viking	1.75
7/28/17 Review Supplemental Joint Case Conference Report	.5
<b>Costs</b>	<b>\$31,943.70</b>
<b>Total Hours x's \$550 per hour (reduced)</b>	<b>131.05</b>
<b>Total Fees</b>	<b>\$72,077.50</b>
<b>Total attorneys fees and costs thru 7-28-17</b>	<b>\$104,021.20</b>



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(4-5-17 thru 7-25-17)**

DATE	DESCRIPTION	TIME
4/7/17	Review Viking's First ECC Supplement	1.5
4/7/17	Prepared Plaintiffs 5 <sup>th</sup> ECC Supplement	0.5
4/8/17	Review Lange's Opposition to MSJ and make notes for Reply	0.5
4/11/17	Drafted & Filed Notice of Intent to Take Default on Lange Plumbing, LLC	0.5
4/13/17	Drafted and served 2 <sup>nd</sup> Amended Notice of Viking 30b6 Notice & SDT	0.5
4/17/17	Reviewed Viking Joinder to Lange's Opposition to Plaintiff's MSJ	0.5
4/17/17	Pulled cites and exhibits for Reply to MSJ	2.0
4/22/17	Drafted Written Discovery to Viking Corporation and SupplyNet for DSS review	5.75
4/27/17	Served Written Discovery on Viking entities	0.5
5/1/17	Review of Viking's 2 <sup>nd</sup> ECC Supplement	0.5
5/1/17	Drafted and Serve Plaintiffs' Motion for order to show cause and Compel James Kreason to Appear for Deposition	3.0
5/3/17	Attended Viking NRCP 30(b)(6) Deposition	5.0
5/5/17	Prepared and served Plaintiffs' 6 <sup>th</sup> ECC	1.5
5/5/17	Email to Sia re employees of Lange that Brandon refers to in deposition; Review deposition and cite transcript for Delucas	0.75
5/15/17	Drafted Opposition to Lange's Motion to Compel Sprinkler heads in Las Vegas for testing	3.5
5/17/17	Prepare and attend Hearing regarding Lange's Motion to Compel Sprinkler Heads and Testing with DC Bulla	3.5
5/17/17	Reviewed Viking's 4 <sup>th</sup> ECC Supplement (Rimkus Docs)	4.5
5/17/17	Drafted Letter to DC Bulla re: moving hearings	0.35
5/18/17	Reviewed Lange Plumbing's Limited Opposition to Motion to Compel Kreason	0.5
5/23/17	TC Erik Johnson re: scheudling depo	0.35
5/24/17	Collected and sent documents to expert (Hastings)	1.35
5/30/17	TC & email correspondence with Don Koch to discuss being climate expert in case	1.5
6/1/17	Reviewed SupplyNet's Objection to Subpoena for 30(b)(6) deposition	0.5
6/1/17	Drafted Reply to Lang's Limited Opposition to Motion to Compel Kreason for DSS to review	2.75
6/1/17	Amended and served SupplyNet 30(b)(6) Deposition notice	0.35



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(4-5-17 thru 7-25-17)**

6/2/17	Inspection at Edgeworth house with Viking weather expert	2.0
6/2/17	Reviewed Lange Opposition to Motion to Compel Deposition of Lange 30(b)(6) & for Sanctions	0.75
6/3/17	Reviewed Viking's responses to Plaintiffs' written discovery	1.5
6/5/17	Finalized and Served Reply to Lange's Opposition to Plaintiffs' Motion to Compel Depo of Lange 30(b)(6)	2.0
6/5/17	Reviewed and submitted changes to protective order for DSS to review	0.75
6/6/17	Discussion with all counsel re deposition dates for Johnson	0.5
6/7/17	Prepare and attend hearing- Motion to Compel the Deposition of Lange 30(b)(6) & Sanctions in front of Bulla	2.5
6/7/17	Attended Dan Cadden Deposition	1.75
6/8/17	Pulled information from assessors page for houses provided by client (used in COR to Henderson Building department	2.35
6/8/17	Reviewed and discussed testing protocol with DSS	0.5
6/9/17	TC Erik Johnson re: re-scheduling depo	0.35
6/9/17	Amended and served depo notice of Erik Johnson	0.35
6/9/17	Drafted and served deposition notice for Kyle Mao	0.5
6/9/17	Drafted and served Notice of Lange 2 <sup>nd</sup> NRCP 30(b)(6)	1.0
6/9/17	Drafted and served notice of COR for City of Henderson Building Department	1.0
6/10/17	Drafted DCRR for 6/7/17 hearing for DSS review	1.5
6/12/17	Drafted and served Amended notice of SupplyNet Warehouse Inspection	0.50
6/12/17	Reviewed Lange Plumbing's responses to written discovery; Discuss with DSS	2.5
6/13/17	Prepared for Vince Diorio continued deposition for DSS	2.5
6/13/17	Compiled and sent depositions to experts	0.75
6/14/17	Compiled all prior pleadings and depositions and drafted Letter to Nunez re: prior pleadings	2.5
6/14/17	Review Lange Plumbing's 6 <sup>th</sup> ECC Supplement	2.5
6/19/17	TC with Don Koch re: inspection	0.5
6/19/17	Reviewed documents provided by Pancoast prior to formal supplement and sent to our experts prior to inspection (material specifications and drawings)	1.25
6/20/17	Served Plaintiffs' response to Giberti's Request for Prior pleadings	0.35



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(4-5-17 thru 7-25-17)**

6/20/17	Letter to DC Bulla to move hearings	0.35
6/20/17	Reviewed Viking's 5 <sup>th</sup> ECC Supplement	2.75
6/20/17	Reviewed Lange's 7 <sup>th</sup> ECC Supplement	0.75
6/20/17	Email correspondence with client re location of heads for destructive testing	0.5
6/22/17	Drafted and Served Amended NRCP 30(b)(6) Deposition Notice for Viking Supplynet	0.35
6/22/17	Destructive Testing	7.0
6/22/17	Site Inspection of Viking SupplyNet Warehouse	1.0
6/23/17	Reviewed and forwarded NestEnergy History to experts	0.5
6/26/17	Prepared documents for Kreason deposition	1.25
6/27/17	Attended Kreason Deposition	1.5
6/28/17	Reviewed depositions and documents in preparation for Kyle Mao deposition	2.0
6/28/17	TC with Diana from City of Henderson re COR deposition and document request	0.4
6/28/17	Reviewed Giberti's Motion to Extend Discovery	0.5
6/28/17	Reviewed Viking's Joinder to Giberti's Motion to Extend discovery	0.35
6/29/17	Attended Kyle Mao Deposition	2.5
6/29/17	Attended Bernie Lange NRCP 30(b)(6) deposition	3.0
6/30/17	Drafted and served notice of deposition for James Cameron	0.5
6/30/17	Drafted and served notice of deposition for Raul De La Rosa	0.5
6/30/17	Drafted and served notice of deposition for Robert Carnahan	0.5
7/6/17	Reviewed Viking's 6 <sup>th</sup> ECC Supplement (Emails, Analyses, Design Schematics)	4.0
7/7/17	Reviewed Vikings 6 <sup>th</sup> ECC Supplement (Emails, returns/complaints and created a summary)	4.5
7/7/17	Reviewed documents from the City of Henderson Building department and create summary chart for Viking production	3.0
7/10/17	Drafted Opposition to Giberti's Motion to Extend Discovery on OST	3.5
7/10/17	Attended part of Deposition of Erik Johnson	2.0
7/11/17	Drafted Opposition to Giberti's Motion to extend discovery for DSS review	2.5
7/11/17	Drafted and finalized supplement to Motion to compel and request for sanctions	2.35
7/11/17	Amended and served amended notice deposition of Robert Carnahan	0.35



**INVOICE FOR ASHLEY M. FERREL**  
***EDGEWORTH v. LANGE PLUMBING, ET AL.***  
**(4-5-17 thru 7-25-17)**

7/12/17	Attended Status Check w/ Bulla re: attorney's fees	1.5
7/12/17	Compiled and served Plaintiffs 7 <sup>th</sup> ECC Supplement	1.35
7/13/17	Picked up sprinklers at Converse Consulting, took to Fed-Ex and Shipped to Vollmer Gray Labs	1.75
7/13/17	Drafted Affidavit for Chain of Custody of Sprinklers	0.5
7/13/17	Drafted Objection to Confidentiality of Viking Document Production for DSS to review	1.5
7/14/17	Drafted and filed 2 <sup>nd</sup> Supplement to Plaintiffs' Motion to Compel (fees for 2 <sup>nd</sup> 30b6 Lange depo)	1.0
7/14/17	TC with Sia re: sanctions	0.35
7/17/17	Letter to Sia re: sanctions and Rule 11 motion; emails resolving amount of sanctions	0.5
7/17/17	Review Giberti's Motion to Continue Discovery deadlines in front of District Court Judge -	0.5
7/17/17	Drafted and served Opposition to Giberti's 2 <sup>nd</sup> Motion to Extend discovery deadlines	0.5
7/17/17	Reviewed Viking's Supplemental Responses to Plaintiffs' Interrogatories	0.75
7/18/17	Drafted 2.34 Notice of 2.34 conference with Viking Defendants for deficient discovery responses for DSS to review	0.5
7/25/17	Discussions with DSS and client; draft Notice of Depositions for DSS to review; Rimkus; Zuric and Amended Notice of Viking deposition	3.25
7/25/17	Attend hearing on Motion to Extend Discovery in Dept 10	1.25
<b>TOTAL HOURS x \$275 per hour (reduced)</b>		<b>138.4</b>
<b>TOTAL FEES</b>		<b>\$38,060.00</b>



## Daniel Simon

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**From:** Daniel Simon  
**Sent:** Tuesday, August 01, 2017 2:49 PM  
**To:** Brian Edgeworth (brian@pediped.com)  
**Cc:** Daniel Simon  
**Subject:** Edgeworth Invoice  
**Attachments:** DSS invoice 4-5-17 thru 7-28-17.pdf; costr thru 7-27-17.pdf; AMF invoice 4-5-17 thru 7-25-17.pdf

For your review. Lets discuss plan how you may want to move forward. Thanks!

AA00026

SIMONEH0000398



# FW: Contingency

Daniel Simon <dan@simonlawlv.com>

Fri 12/1/2017 10:22 AM

To: James R. Christensen <jim@jchristensenlaw.com>;

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**From:** Brian Edgeworth [mailto:brian@pediped.com]

**Sent:** Tuesday, August 22, 2017 5:44 PM

**To:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Contingency

We never really had a structured discussion about how this might be done.

I am more that happy to keep paying hourly but if we are going for punitive we should probably explore a hybrid of hourly on the claim and then some other structure that incents both of us to win an go after the appeal that these scumbags will file etc.

Obviously that could not have been done earlier snce who would have thought this case would meet the hurdle of punitives at the start.

I could also swing hourly for the whole case (unless I am off what this is 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?

AA00027

SIMONEH0000399



## Daniel Simon

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**From:** Brian Edgeworth <brian@pediped.com>  
**Sent:** Wednesday, August 23, 2017 5:34 PM  
**To:** Daniel Simon  
**Subject:** Settlement

We may be past the point of no return.  
The costs have added up so high, I doubt they settle anyway.

This does not even include updated legal and experts, not any of my time wasted etc.  
I already owe Colin and Margaret over \$850,000 now.

Loss of Value on House Price from Stigma and Damage	\$1,500,000	Viking
Delay of Project Costs	\$235,812	Kinsale/Zurich
Legal Costs to July 31 (Growing)	\$263,111	Kinsale/Zurich
Interest on Loans (Growing)	\$350,872	Kinsale
Out of Pocket for Repairs Performed	\$507,954	Kinsale/Zurich
Repairs still to be performed (cabinets TBD)	\$220,606	Kinsale/Zurich
	<u>\$3,078,355</u>	



## Daniel Simon

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**From:** Daniel Simon  
**Sent:** Tuesday, August 29, 2017 11:04 AM  
**To:** Brian Edgeworth  
**Subject:** Re: Your office still has not cashed \$170,000 check

I have been too busy with the Edgeworth case

On Aug 29, 2017, at 9:18 AM, Brian Edgeworth <[brian@pediped.com](mailto:brian@pediped.com)> wrote:



## INVOICE SUMMARY

### Edgeworth v. Lange and Viking

Attorneys Fees for Daniel Simon for period 7-31-17 thru 9-19-17	\$119,762.50
Attorneys Fees for Ashley Ferrel, Esq. for period 7-31-17 thru 9-19-17	\$60,981.25
Attorneys Fees for Benjamin J. Miller, Esq. for period 8-16-17 thru 9-15-17	\$2,887.50
Costs Outstanding thru 9-19-17	<u>\$71,555.00</u>
Total Due to Law Office of Daniel Simon	<b>\$255,186.25</b>



**INVOICE FOR DANIEL S. SIMON**

**EDGEWORTH V. LANGE, ET AL.**  
**(7-31-17 thru 9-19-17)**

<b>Date</b>	<b>Description</b>	<b>Time</b>
8-2-17	Telephone Conference with Pancoast 2.34 Viking Production, Review Viking 7 <sup>th</sup> Supp ECC, Review File and Draft Motion to Compel, Discussions with Client, Review Letter from Pancoast Dated 8-1-17 Re: Subpoenas	5.75
8-3-17	Draft Opposition to Motion for Protective Order	4.25
8-4-17	Revise Motion to Compel and Opposition to Motion for Protective Order; Review 6 <sup>th</sup> & 7 <sup>th</sup> Viking Supp	6.25
8/7/17	Review File with Client and AF, Revise Motion to Compel. Disc. with Fred Knez; Review 6 <sup>th</sup> & 7 <sup>th</sup> Viking Supp	6.75
8-8-17	Review File, Multiple Discussions with Client and AF, Expert Zamiski Revise Motion to Compel	6.25
8-9-17	Travel to San Diego and Back to LV; Discuss Case with Ivey Engineering.	8.0
8-10-17	Revise Motion to Compel and Opposition to Viking Motion for Protective Order, Review File, Discussions with Client and AF; Review 6 <sup>th</sup> & 7 <sup>th</sup> Viking Supp	6.25
8-11-17	Review and Revise Designation of Experts and Reports, Discussions with Hastings and Client, Review E-mails Draft Discovery Requests	5.25
8-12-17	Revise Opp to Motion for Protective Order and Motion to Compel	3.50
8-13-17	Review and Revise Notice of Depositions and Inspection for Lansing, Mi; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup> Viking Supp	3.75
8-14-17	Review File, Revise Mot to Compel	4.5
8-14-17	Review and Revise Designation of Experts	1.75
8-14-17	Telephone Conference with Peter Poland, Esq. Re: 2.34 Conference/Rimkus Subpoena	.5
8-14-17	Review and Revise Motion to Amend Complaint	1.25
8-14-17	Review File, Emails, Review Revise Written Discovery	1.75
8-15-17	Review and Revise Notice of Depositions; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup> Viking Supp	2.25



8-15-17	Review Defendants Expert Designations/reports; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup> Viking Supp	3.75
8-15-17	Review File, Revise and Finalize Motion to Compel and Opposition to Motion for Protective Order	2.75
8-15-17	Review Letter from Viking Re: Violation of Protective Order, Discuss with AF	.5
8-15-17	Discussion with Client Re: Expert Reports	.5
8-15-17	Discussion with AF Re: Experts - Witnesses	.5
8-15-17	Discussion with Don Koch; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup> , Viking Supp	3.25
8-15-17	Discussion with Client and AF	1.75
8-15-17	Draft Motion to Compel Rimkus	2.25
8-16-17	Discussions with Client and AF	2.25
8-21-17	Finalize Reply to Opp to Motion to Compel; Client Emails, Pancoast Emails; Discussions with Client and AF; Review File	6.75
8-22-17	Review File with AF; Call Several Witnesses/lawyers; Review Req for Production No. 4; Prepare for Hearing on 8-23-17	2.75
8-23-17	Attend Hearing on All Discovery Matters	4.0
8-24-17	Meet with Expert Pomerantz; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> Viking Supp	4.25
8-25-17	Review and Revise Deposition Notices and Subpoenas for Tyco and Reliable; Review 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> Viking Supp	3.25
8-28-17	Martorano Deposition Prep	4.0
8-29-17	Meet with Giberti and Nunez; Discussion with Client	1.5
8-29-17	Discussion with AF; Review Expert Binder; Disc. FSS Court Docket	.75
8-30-17	Depo Prep for Mortorano (9:30-4:00); Discussion with Hastings, Zamiski and Client	7.5
8-30-17	Depo Prep Continued for Mortorano	1.5
8-31-17	Depo Prep Continued for Mortorano	2.0
8-31-17	Take Depo of Mortorano	8.0
9-1-17	Discussions with Zamiski / AF strategy; pull hot docs for experts	1.75
9-4-17	Review and Revise UL 30b6 Notice; Review File	3.25



9-5-17	Discussions with Michael Bartlett, atty for Zurich re: 2.34 got Notice of Depo/Subpoena	.50
9-5-17	Review File with AF; Gather Carnahan exhibits; Review File	2.25
9-6-17	Depo Prep	5.0
9-6-17	Depo Prep and travel time for carnahan depo	6.0
9-7-17	depo prep and carnahan depo	10.00
9-8-17	File Review, Discussion with Client, Review and Revise NRCP 30b6 Depo Notice of UL, Review and Revise Motion to Exclude Rosenthal	5.25
9-9-17	Review and Revise NRCP 30b6 Depo Notice of Viking Group, Draft Request for Admissions to Viking (4 <sup>th</sup> Set); Review and Revise Interrogatories and Request for Production to Viking (4 <sup>th</sup> Set); Revise MIL to Exclude Rosenthal	5.25
9-10-17	Revise MIL to Exclude Rosenthal	3.75
9-11-17	Conference Call with Zamiski; Discussion with Client; Af; Pre-depo with Angela Edgeworth; Call with K. Hastings; File Review	4.75
9-12-17	Finalized All Discovery to Defendants Viking; Opposition to Vikings Emergency Motion to Compel; Reply to Defendants Opposition to Plaintiffs Motion to Amend to Add Viking Group	5.25
9-13-17	Prepare and Attend Hearing on Defendants Motion to Compel; Discuss with Client and Expert Koch; Review Pancoast Letter Re: Viking Never Tested; Revise MIL to Exclude Rosenthal; Discuss with AF	6.25
9-14-17	Meeting with Brian Gorelli and Crane Panerantz and Travel Time; Review and Revise Reply to Non-party Rimkus Opposition to Plaintiffs Motion to Compel	4.75
9-15-17	File Review	4.25
9-15-17 thru 9-17-17	Discussion with Hastings, Client and AF; Revise Motion to Compel Carnahan; Emails	3.5
9-18-17	Review and Revise Rebuttal Expert Designation; Revise MIL to Exclude Rosenthal and Motion to Compel Carnahan; Attend Angela Edgeworths Deposition	7.25
9-19-17	Prepare and Attend Motion to Amend to Add Viking Group	2.0
9-19-17	Revise and Finalize Motion to Compel Carnahan and Rosenthal	2.25







**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(7-31-17 thru 9-19-17)**

DATE	DESCRIPTION	TIME
8/7/17	Review file with DSS and met with client	6.25
8/7/17	Review Notice from Discovery Commissioner re: DCRR from 7/12/17	1.5
8/8/17	Review file and discussions with DSS and client	6.0
8/8/17	Review Viking's Motion for Protective Order No. 2	0.5
8/8/17	Review Viking's 7 <sup>th</sup> Supp	2.0
8/9/17	Draft Motion to Amend Complaint and Draft proposed amended complaint	5.0
8/9/17	Review Viking's 7 <sup>th</sup> Supp	4.5
8/10/17	Discussions with DSS and client	2.5
8/10/17	Review Viking's 7 <sup>th</sup> and 8 <sup>th</sup> Supp	5.5
8/11/17	Draft Designation of Experts and Reports	0.5
8/11/17	Review Viking's 9 <sup>th</sup> Supplemental Disclosure	2.75
8/11/17	Review of file and draft notices of deposition for Viking employees and Notice of Inspection	2.0
8/12/17	Revise Opposition to Motion for Protective Order	2.25
8/12/17	Drafted Plaintiffs' 8 <sup>th</sup> ECC Supplement	1.0
8/14/17	Draft and serve re-notice of COR for Rimkus Consulting; drafted email and sent via email and fax to Peter Polland	0.5
8/14/17	Review 7 <sup>th</sup> and 8 <sup>th</sup> Viking ECC Supplements	3.25
8/14/17	Drafted Written Discovery to Viking Corporation and SupplyNet for DSS review	2.0
8/14/17	Finalized and served Plaintiffs' 3 <sup>rd</sup> Set for Rogs, 3 <sup>rd</sup> Set of RFPs, and 2 <sup>nd</sup> set of RFAs	0.75
8/14/17	Finalized and serve Plaintiffs' Expert Disclosure	0.5
8/15/17	Review letter from Viking re: violation of protective order and discuss with DSS	0.5
8/15/17	Review Viking, Lange and Giberti's designation of expert witnesses and reports	2.5
8/15/17	Discuss expert witnesses with DSS	2.25
8/15/17	Finalized and served Plaintiffs Opposition to Motion for Protective Order	1.5
8/15/17	Served Notice of Deposition and SDT on Viking employees in Michigan and Notice of Inspection	1.5
8/16/17	Review Lange's 9 <sup>th</sup> Supplemental ECC Disclosure	0.5
8/16/17	Revise Motion to compel Rimkus	2.0
8/16/17	Discussions with DSS and client	2.25
8/16/17	Review Viking's 10 <sup>th</sup> ECC Supplement	1.5
8/16/17	Served Plaintiffs' 8 <sup>th</sup> ECC Supplement	0.25
8/17/17	Finalized and served Plaintiffs' Motion to Compel Viking	6.25
8/18/17	Review Viking's 11 <sup>th</sup> and 12 <sup>th</sup> ECC Supplement	3.25



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(7-31-17 thru 9-19-17)**

8/18/17	Review Viking's Reply to Motion for Protective Order No.1 & No. 2	1.0
8/18/17	Finalize and Serve Plaintiffs' Motion to Compel Rimkus Consulting	1.25
8/19/17	Review Viking's Opposition to Plaintiffs' Motion to Compel	0.25
8/19/17	Draft reply to Motion to Compel	5.5
8/21/17	Finalize and serve Plaintiffs' Reply to Viking's Opposition for the Motion to Compel Viking	1.5
8/21/17	Review file, discussions with DSS and client	3.0
8/21/17	Revise and finalize the 7-12-17 DCRR; send follow up emails to all counsel for review and signature	2.25
8/22/17	Review of file with DSS; called several witnesses/lawyers from emails produced by Viking; Prepare for hearing with Bulla	4.0
8/22/17	Finalize and serve Plaintiffs 4 <sup>th</sup> set of RFPs to Viking	0.5
8/23/17	Attend Hearing on Motion to Compel and Viking's 2 Motions for Protective Orders	4.0
8/24/17	Review file and compile information for expert Pomerantz	1.5
8/24/17	Draft and serve Plaintiffs' 3 <sup>rd</sup> set of RFAs to Viking	0.5
8/25/17	Draft deposition notices and SDT for NRCP 30(b)(6) of Reliable and Tyco	2.0
8/25/17	Review Fraud Binder, scan and create table of contents	1.5
8/27/17	Review file for computation of damages	3.5
8/28/17	Martorano Deposition Prep	4.0
8/28/17	Reviewed Viking's Responses to 2 <sup>nd</sup> RFP and 2 <sup>nd</sup> Rogs	0.5
8/29/17	Discussions with DSS re Martorano Depo and prep	0.75
8/29/17	Draft Harold Rodgers Depo Notice and SDT	0.5
8/29/17	Research FSS & Thorpe dockets and pull documents	5.0
8/30/17	Depo Prep for Martorano	5.0
8/30/17	Review file for UL documents produced by Viking and draft Notice of NRCP 30(b)(6) of UL	3.0
8/30/17	Review Vikings' Second Supplemental Responses to plaintiffs' Second Set of Rogs and RFPs; Review Viking's NRCP 45 objection to the SupplyNet SDT	1.0
8/31/17	Attend Martorano Deposition	8.0
9/1/17	Discussions with DSS re strategy and pull hot docs for experts	5.0
9/1/17	Phone Conference with Michael Bartlett re: Zurich Subpoena	0.75
9/1/17	Review Viking's Motion to Associate Counsel re: Kenton Robinson and Jay McConnell	0.50



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(7-31-17 thru 9-19-17)**

9/1/17	Finalize and Serve Deposition Notice, SDT, Application and Comm to Take Out of State Depo	0.5
9/5/17	Draft and Finalize Limited Opposition to Viking's Motion to Associate Counsel	0.5
9/5/17	Phone Conference with Michael Bartlett re: subpoena and notice for Zurich Insurance Company	0.5
9/5/17	Finalize and serve amended notice of Depo for Zurich American Insurance Company, SDT, send via email and also send out to process server	0.5
9/5/17	Review Viking's Opposition to Plaintiffs' Motion to Amend	1.0
9/5/17	Draft and serve Plaintiffs' 9 <sup>th</sup> ECC Supplement	1.5
9/5/17	Prepare for Carnahan Depo	3.0
9/6/17	Review DCRR from the 8/23/17 Hearing; Listen to audio of 8/23/17 hearing; send revisions of DCRR to Pancoast	3.5
9/6/17	Prepare for Carnahan Depo	2.75
9/6/17	Review Non-Party Rimkus' Opposition to Plaintiffs' Motion to Compel	0.5
9/6/17	TC with Janet re: 2.34 of inspection of home and ECC production organization	0.5
9/7/17	Review Carnahan documents produced on morning of his deposition from Viking	1.5
9/7/17	Attended Carnahan Deposition telephonically	4.5
9/8/17	Revise Notices for Viking employees and Notice of Inspection of Viking	1.0
9/8/17	Draft 4 <sup>th</sup> set of RFPs and Rogs to Viking	1.75
9/8/17	Review revised DCRR from 8/23/17 hearing and discussion with Janet re: additional changes	0.5
9/8/17	Revise UL Notice and SDT	0.5
9/8/17	Draft Motion to Strike Viking's Answer	3.5
9/9/17	Researched cases cited by Defendants and Drafted Reply to Motion to Amend Complaint	3.5
9/11/17	Revised and finalized Reply to Motion to Amend Complaint to Add Viking Group	3.0
9/11/17	Met with DSS and client regarding file	1.5
9/11/17	Review revised DCRR from 8/23/17 hearing and send email to Janet regarding additional revisions	1.5
9/11/17	Review ECC Supplements by all parties to identify Giberti job file	1.0
9/12/17	Drafted and served Plaintiffs' Opposition to Viking's Emergency Motion to Compel Home Inspection	5.0
9/12/17	Drafted Reply to Non-Party Rimkus' Motion for Protective Order	3.25



**INVOICE FOR ASHLEY M. FERREL**  
**EDGEWORTH v. LANGE PLUMBING, ET AL.**  
**(7-31-17 thru 9-19-17)**

9/13/17	Prepare and Attend Hearing on Defendants' Motion to Compel Home Inspection; Review Panocast letter re: UL and discuss with DSS	6.25
9/13/17	Finalized and served NRCP 30(b)(6) Notice of Reliable, Tyco, Viking Group, UL, Amended Notice of Harold Rodgers, Amended Notices and SDT of Viking employees in Michigan and amended notice of inspection	2.5
9/14/17	Discussions with DSS and experts	2.0
9/14/17	Finalize and serve Plaintiffs' Reply to Non-Party Rimkus' Opposition to Plaintiffs' motion to Compel	2.75
9/15/17	Review Viking's Responses to Plaintiffs' 2 <sup>nd</sup> Set of RFAs, 3 <sup>rd</sup> set of RFPs, and 3 <sup>rd</sup> set of Rogs	1.0
9/15/17	Draft Rebuttal Expert Disclosure and get disclosure documents from experts	1.0
9/15/17	Serve Notice of Telephonic 2.34 Conference with Viking re written discovery deficiencies	0.25
9/15/17	Review 2 <sup>nd</sup> half of Carnahan deposition (in rough)	2.0
9/15/17	Met with Tyler Ure to go over Giberti/American Grating file at Simon Las	0.5
9/15/17	Draft Notice of Deposition and SDT for Nate Wittasek	0.5
9/17/17	Reviewed and revised Motion to Compel Carnahan; responded to client and DSS emails	4.0
9/18/17	Reviewed and revised Motion to Compel Carnahan	3.25
9/18/17	Reviewed and revised MIL to Exclude Rosenthal	1.5
9/18/17	Revised and served Rebuttal Expert Disclosure	1.25
9/18/17	Reviewed DC Transcript from 8/23/17	0.5
9/19/17	Prepared and attended hearing for Motion to Amend Complaint to Add Viking Group, Inc.	1.5
9/19/17	Draft and serve notice to vacate deposition of James Cameron	0.25
9/19/17	TC with Fred Kenez re: protective order in FSS and Thorpe litigation; TC with Robinson re: 2.34 of insufficient discovery responses; TC with Michael Bartlett and Sinnott re: Motion to Compel Zurich; Discussion re: Motion to Compel with DSS	1.5
9/19/17	Finalized and sent Motion to Compel Carnahan over to for OST signature	1.5
9/19/17	Finalized and sent MIL to Exclude Rosenthal over to Judge Jones for OST signature	1.25
<b>TOTAL HOURS x \$275 per hour (reduced)</b>		<b>221.75</b>
<b>TOTAL FEES</b>		<b>\$60,981.25</b>



# INVOICE FOR BENJAMIN J. MILLER

**EDGEWORTH V. LANGE, ET AL.**  
**(8-16-17 thru 9-15-17)**

Date	Description	Time
8/16/17	Legal Research of Damages Recoverable under Breach of Contract and Products Liability, Including Economic Loss, Doctrine and Consequential Damages	1.5
8/16/17	Draft Jury Instructions on Product Liability Claims	1.5
8/16/17	Draft Jury Instructions on Breach of Contract Claims	2.0
8-16-17	Draft Jury Instructions on Property Damage Claims	.5
8-16-17	Draft Jury Instructions on Punitive Damage Claims	1.5
8-16-17	Draft General Jury Instructions	.5
9-14-17	MIL draft to Exclude Expert Rosenthal	3.0
	<b>Total Hours x's \$275 per hour (reduced)</b>	<b>10.5</b>
	<b>Total Fees</b>	<b>\$2,887.50</b>
	<b>Total attorneys fees and costs thru 9-15-17</b>	<b>\$2,887.50</b>



## Daniel Simon

From: Brian Edgeworth <brian@pediped.com>  
Sent: Thursday, October 05, 2017 10:33 AM  
To: Daniel Simon  
Subject: Claim ERROR. it is \$3.76MM

There was an error in the spreadsheet. Correction attached.

### SETTLEMENT TOLERANCE FOR MEDIATION

Type of Cost and Status	Non Negotiable	Limited Tolerance for Negotiation	Total	
Legal Bills	\$518,397.00		\$518,397.00	Likely More Coming
Repairs to House Paid	\$512,636.00		\$512,636.00	
Loan Interest (GROWING)	\$280,487.00		\$280,487.00	
Still to repair	\$218,606.00		\$218,606.00	Added \$50k for Cabinets
Pre-Judgement Interest (growing)		\$268,333.33	\$268,333.33	5.25-6.25% per year (prime)
Real Unknowns		\$80,000.00	\$80,000.00	Guess on Ripping Walls to fix
Trapped Capital Interest		\$262,013.00	\$262,013.00	Not much willingness to move
ines, HOA, Taxes	\$55,393.00		\$55,393.00	Costs are all documented
Stigma Loss/Quality Loss		\$1,520,000.00	\$1,520,000.00	Some Flex but really Unknown
Increase in Insurance	\$49,000.00		\$49,000.00	\$7k/year X 7, Giberti was not
Construction Business Gone				Destroyed building biz reputation
My Time				Nothing in here for all the time
	\$1,634,519.00	\$2,130,346.33	\$3,764,865.33	
10% Discount on Negot. Column	\$1,634,519.00	\$1,917,311.70	\$3,551,830.70	
20% Discount on Negot. Column	\$1,634,519.00	\$1,704,277.07	\$3,338,796.07	
30% Discount on Negot. Column	\$1,634,519.00	\$1,491,242.43	\$3,125,761.43	
40% Discount (Walk Away Point)	\$1,634,519.00	\$1,278,207.80	\$2,912,726.80	Go to Trial and seek full AMT

Already Discounted Hourly Rate from \$300 to \$150/165 on AMG bills. This is a \$170-190,000 discount over claim at trial.  
Will not sign Confidentiality Agreement

Concerned what a REAL, FINANCIALLY CAPABLE buyer will discount on the disclosure and on the patch job.

More interested in what we could get Kinsale to pay and still have a claim large enough against Viking.



# SETTLEMENT TOLERANCE FOR MEDIATION

Type of Cost and Status	Non Negotiable	Limited Tolerance for Negotiation	Total	
Legal Bills	\$518,397.00		\$518,397.00	Likely More Coming
Repairs to House Paid	\$512,636.00		\$512,636.00	
Loan Interest (GROWING)	\$280,487.00		\$280,487.00	
Still to repair	\$218,606.00		\$218,606.00	Added \$50k for Cabinets
Pre-Judgement Interest (growing)		\$268,333.33	\$268,333.33	5.25-6.25% per year (prime plus 2) on Judgment
Real Unknowns		\$80,000.00	\$80,000.00	Guess on Ripping Walls to find Electric or re-Wire
Trapped Capital Interest		\$262,013.00	\$262,013.00	Not much willingness to move
Fines, HOA, Taxes	\$55,393.00		\$55,393.00	Costs are all documented
Stigma Loss/Quality Loss		\$1,520,000.00	\$1,520,000.00	Some Flex but really Unknown (wait for buyer?)
Increase in Insurance	\$49,000.00		\$49,000.00	\$7k/year X 7, Giberti was named, costs me money
Construction Business Gone				Destroyed building biz reputation and financially
My Time	\$1,634,519.00	\$2,130,346.33	\$3,764,865.33	Nothing in here for all the 1000s of hours wasted

Already Discounted Hourly Rate from \$300 to \$150/165 on AMG bills. This is a \$170-190,000 discount over claim at trial.  
 Will not sign Confidentiality Agreement  
 Concerned what a REAL, FINANCIALLY CAPABLE buyer will discount on the disclosure and on the patch job.



**Daniel Simon**

---

**From:** Brian Edgeworth <brian@pediped.com>  
**Sent:** Saturday, November 11, 2017 10:17 AM  
**To:** Daniel Simon  
**Subject:** Re: Edgeworth v Viking and Lange Plumbint

We agree. He should of proposed 5

Brian Edgeworth

On Nov 11, 2017, at 10:04 AM, Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)> wrote:

Begin forwarded message:

**From:** "Floyd A. Hale" <[fhale@floydhale.com](mailto:fhale@floydhale.com)>  
**Date:** November 10, 2017 at 3:39:45 PM PST  
**To:** <[dan@danielsimonlaw.com](mailto:dan@danielsimonlaw.com)>, <[janet.pancoast@zurichna.com](mailto:janet.pancoast@zurichna.com)>, <[mcconnell@mmrs-law.com](mailto:mcconnell@mmrs-law.com)>, <[robinson@mmrs-law.com](mailto:robinson@mmrs-law.com)>  
**Subject:** Edgeworth v Viking and Lange Plumbint

Counsel: attached is my, time-limited, mediator proposal. Floyd  
Hale

<mediator proposal 11-10-17.pdf>



## New iMessage

Cancel

To: Angela Edgeworth

He reminds me of my brother John.

John is tough but has a huge heart!

Danny cracks me up. I had a few judges come up to me and say how they feel bad for the other side when Danny's done with them! Lol!

So where do I meet you? What do I wear?

Wed, Nov 15, 6:07 AM

Sorry fell asleep at 8, was up at 4a! Didn't want to text too early. Yep- I can definitely see similarities! John is such a nice guy. Danny kicked butt!! Meet at the address I sent. Be there about 950a... casual, lululemon pants type stuff... see you there!



Subject

iMessage



AA00043



## New iMessage

Cancel

To: Angela Edgeworth

Go to Bon Marche! No Asians,  
LOL!!!

Nope none of the bags are for  
me. :(((

😓😓 Better get to work!

My mom has depo with Danny  
today - I'm going too 😓

Seriously ,I had no idea!! What  
time?

2p!

If you buy anything and want it  
embroidered, you can take it to  
Bon Marche - they have a cool  
embroider section and a huge  
swim section...

Ok. Sisi has carpool. Lol!  
Wanted to make sure

LOL



Subject

iMessage



AA00044

SIMONEH0001348



## New iMessage

Cancel

To: Angela Edgeworth

Some people say they are not getting my texts

Yes I think so? 🤔. Ruben is actually a very nice person.... behind the tough facade! He cares a lot about all the girls. I am glad you get to see that side.... but he's really tough on them too... sometimes I have to look away... but I know he does it to make them better. Tommie had it rough in the beginning last year... but you want him to be tough... when he gives up, that's when he doesn't care! He is fair and he will always be painfully honest. See u tomorrow! 🤗 xxx luv u!

By the way Danny kicked add in court today! Very impressive!!! My head is spinning... not cut out for that kind of stress! 🤔

Ass (autocorrect) 🤔

Subject

iMessage





6:35



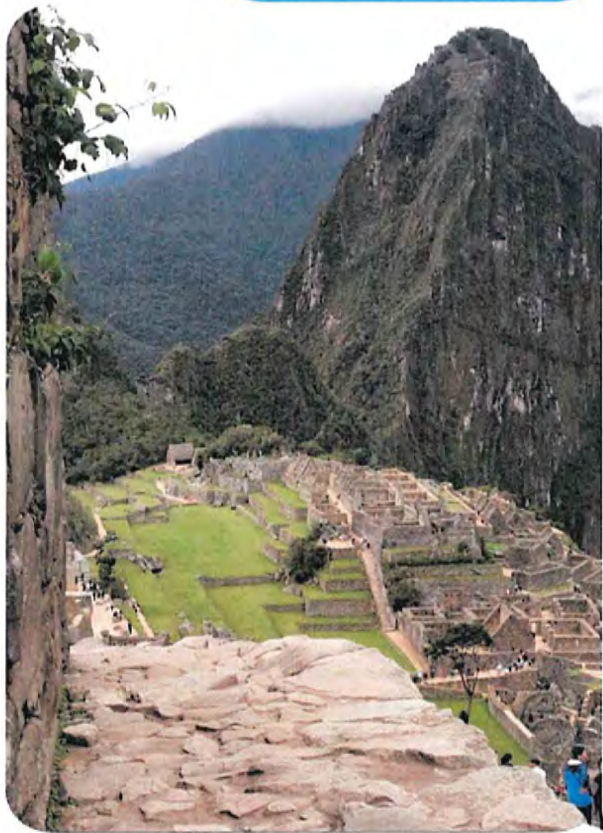
New iMessage

Cancel

To: Angela Edgeworth

Wed, Nov 22, 4:59 PM

It's so beautiful!



Subject

iMessage



AA00046

SIMONEH0001350



6:36



New iMessage

Cancel

To: Angela Edgeworth

Thu, Nov 23, 1:29 PM



Text Message

Happy Thanksgiving!



Subject

iMessage



AA00047

SIMONEH0001351



## New iMessage

Cancel

To: Angela Edgeworth



Sat, Nov 25, 10:33 AM

Hi! Danny said he is trying to get ahold of Brian . He would like to meet with both of you on Sunday at his office about 1pm. Can you guys make it?

Hi! Brian is going to China tomorrow morning, 9a flight and I'm letting the two of them figure it out.

Danny was wondering why he didn't get back to him. He said he would call him in a few hours.





## Daniel Simon

---

**From:** Brian Edgeworth <brian@pediped.com>  
**Sent:** Tuesday, November 21, 2017 3:39 PM  
**To:** Daniel Simon  
**Subject:** This is the updated sheet of costs

It does not include any of my time on the case or lost profits.

Type of Cost and Status	
Legal Bills/consult/experts etc.	\$501,453.29
Legal Bills Costs not billed yet	
Repairs to House Paid	\$512,636.00
Still owing to remediator	\$24,117.50
Loan Interest (GROWING)	\$342,942.00
Still to repair	\$194,489.00
Pre-Judgement Interest (growing)	\$285,104.17
Real Unknowns (electric/paint repair)	\$80,000.00
Trapped Capital Interest	\$262,013.00
Fines, HOA, Taxes	\$55,393.00
Stigma Loss/Quality Loss	\$1,520,000.00
Increase in Insurance	\$49,000.00
Construction Business Gone	
Brian's Time / Mark's time after repair	
	\$3,827,147.96

Interest through mid December  
 fireplaces/garage doors/wood repair/stucco/cabinets  
 5.25-6.25% per year (prime plus 2) on Judgment (assuming j  
 Need to rewire one panel and lights. Still paint and drywal  
 can claim interest on capital invested that is stalled during r  
 Costs are all documented during the repair period  
 25% discount in report, would house really sell immediately a  
 \$14k/year  
 we lost all the projects we had and hours spent hurt other b  
 I have spent almost 2,000 hours on case uncovering fraud/pi

Already Discounted Hourly Rate from \$300 to \$150/165 on AMG bills. This IS a \$170-190,000 discount over claim at tri



## Daniel Simon

---

**From:** Daniel Simon  
**Sent:** Monday, November 27, 2017 4:58 PM  
**To:** Angela Edgeworth  
**Cc:** Brian Edgeworth (brian@pediped.com)  
**Subject:** Re: Edgeworth v. Viking, et al

It appears that you have a lot of questions about the process which is one reason I wanted to meet with you. If you would like to come to the office or call me tomorrow I will be happy to explain everything in detail. My Letter also explains the status of the settlement and what needs to be done. Due to the holiday they probably were not able to start on it. I will reach out to lawyers tomorrow and get a status. I am also happy to speak to your attorney as well. Let me know. Thx

On Nov 27, 2017, at 4:14 PM, Angela Edgeworth <[angela.edgeworth@pediped.com](mailto:angela.edgeworth@pediped.com)> wrote:

Did you agree to the settlement? Why have they not sent it yet and when is it coming? Please clarify.



LAW OFFICE OF  
**DANIEL S. SIMON**  
A PROFESSIONAL CORPORATION  
810 SOUTH CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89101

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

Pursuant to your request, please find attached herewith the agreement I would like signed, as well as the proposed settlement breakdown, if a final settlement is reached with the Viking entities. The following is to merely clarify our relationship that has evolved during my representation so you are not confused with my position.

**I helped you with your case and went above and beyond for you because I considered you close friends and treated you like family**

As you know, when you first asked me to look at the case, I did not want to take it as I did not want to lose money. You already met with Mr. Marquis who wanted a 50k retainer and told you it would be a very expensive case. If Mr. Marquis did the work I did, I have no doubt his billing statements would reflect 2 million or more. I never asked you for a retainer and the initial work was merely helping you. As you know, you received excellent advice from the beginning to the end. It started out writing letters hoping to get Kinsale to pay your claim. They didn't. Then this resulted in us filing a lawsuit.

As the case progressed, it became apparent that this was going to be a hard fight against both Lange and Viking who never offered a single dollar until the recent mediations. The document production in this case was extremely voluminous as you know and caused my office to spend endless late night and weekend hours to push this case through the system and keep the current trial date.

As you are aware, we asked John to get involved in this case to help you. The loss of value report was sought to try and get a favorable negotiation position. His report was created based on my lawyering and John's willingness to look at the information I secured to support his position. As you know, no other appraiser was willing to go above and beyond as they believed the cost of repairs did not create a loss. As you know, John's opinion greatly increased the value of this case. Please do not think that he was paid a fee so he had to give us the report. His fee was very nominal in light of the value of his report and he stepped up to help you because of us and our close relationship. Securing all of the other experts and working with them to finalize their opinions were damaging to the defense was a tremendous factor in securing the proposed settlement amount. These experts were involved because of my contacts. When I was able to retain Mr. Pomerantz and work with him to finalize his opinions, his report was also a major factor. There are very few lawyer's in town that would approach the case the way I did to get the results I did for you. Feel free to call Mr. Hale or any other lawyer or judge in town to verify this. Every time I went to court I argued for you as if you were a family member taking the arguments against you personal. I made every effort to protect you and your family during the process. I

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SIMONEH0000414



was an exceptional advocate for you. It is my reputation with the judiciary who know my integrity, as well as my history of big verdicts that persuaded the defense to pay such a big number. It is also because my office stopped working on other cases and devoted the office to your case filing numerous emergency motions that resulted in very successful rulings. My office was available virtually all of the time responding to you immediately. No other lawyer would give you this attention. I have already been complimented by many lawyers in this case as to how amazing the lawyering was including Marks lawyer who told me it was a pleasure watching me work the way I set up the case and secured the court rulings. Feel free to call him. The defense lawyers in this case have complimented me as well, which says a lot. My work in my motions and the rulings as an exceptional advocate and the relationships I have and my reputation is why they are paying this much. The settlement offer is more than you ever anticipated as you were willing to take 4-4.5 at the first mediation and you wanted the mediator's proposal to be 5 million when I advised for the 6 million. One major reason they are likely willing to pay the exceptional result of six million is that the insurance company factored in my standard fee of 40% (2.4 million) because both the mediator and the defense have to presume the attorney's fees so it could get settled. Mr. Hale and Zurich both know my usual attorney's fees. This was not a typical contract case your other hourly Lawyers would handle. This was a major fight with a world-wide corporation and you did not get billed as your other hourly lawyers would have billed you. This would have forced you to lay out substantially more money throughout the entire process. Simply, we went above and beyond for you.

**I have lost money working on your case.**

As you know, when I was working on your case I was not working on many other cases at my standard fee and I told you many times that I can't work hourly because I would be losing too much money. I felt it was always our understanding that my fee would be fair in light of the work performed and how the case turned out. I do not represent clients on an hourly basis and I have told this to you many times.

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### **Value of my Services**

The attached agreement reflects a greatly reduced sum for the value of my services that I normally charge in every case. I always expected to be compensated for the value of my services and not lose money to help you. I was troubled at your statements that you paid me hourly and you now want to just pay me hourly when you always knew this was not the situation. When I brought this to your attention you acknowledged you understood this was not just an hourly fee case and you were just playing devil's advocate. As you know, if I really treated your case as only an hourly case, I would have included all of the work my staff performed and billed you at a full hourly fee in 30 day increments and not advance so much money in costs. I would have had you sign just an hourly contract retainer just as Mr. Pomerantz had you sign. I never did this because I trusted you would fairly compensate me for the value of my services depending on the outcome. In the few statements I did send you I did not include all of the time for my staff time or my time, and did not bill you as any other firm would have. The reason is that this was not just an hourly billing situation. We have had many discussions about this as I helped you through a very difficult case that evolved and changed to a hotly contested case demanding full attention. I am a trial attorney that did tremendous work, and I expect as you would, to be paid for the value of my service. I did not have you sign my initial standard retainer as I treated you like family to help you with your situation.

### **Billing Statements**

I did produce billing statements, but these statements were never to be considered full payment as these statements do not remotely contain the full time myself or my office has actually spent. You have acknowledged many times that you know these statements do not represent all of my time as I do not represent clients on an hourly basis. In case you do not recall, when we were at the San Diego Airport, you told me that a regular firm billing you would likely be 3x my bills at the time. This was in August. When I started filing my motions to compel and received the rulings for Viking to produce the information, the case then got substantially more demanding. We have had many discussions that I was losing money but instead of us figuring out a fair fee arrangement, I did continue with the case in good faith because of our relationship focusing on winning and trusted that you would fairly compensate me at the end. I gave you several examples of why I was losing money hourly because my standard fee of 40% on all of my other cases produced hourly rates 3-10 times the hourly rates you were provided. Additionally, just some of the time not included in the billing statement is many phone calls to you at all hours of the day, review and responses of endless emails with attachments from you and others, discussions with experts, substantial review the filings in this case and much more are not contained in the bills. I also spent substantial time securing representation for Mark Giberti when he was sued. My office continued to spend an exorbitant amount of time since March and have diligently litigated this case having my office virtually focus solely on your case. The hourly fees in the billing statements are much lower than my true hourly billing. These bills were generated for several reasons. A few reasons for the billing statements is that you wanted to justify your loans and use the bills to establish damages against Lange under the contract, and this is the why all of my time was not included and why I expected to be paid fairly as we worked through the case.



I am sure you will acknowledge the exceptional work, the quality of my advocacy, and services performed were above and beyond. My services in every case I handle are valued based on results not an hourly fee. I realize that I didn't have you sign a contingency fee agreement and am not asserting a contingency fee, but always expected the value of my services would be paid so I would not lose money. If you are going to hold me to an hourly arrangement then I will have to review the entire file for my time spent from the beginning to include all time for me and my staff at my full hourly rates to avoid an unjust outcome.

### **How I handle cases**

I want you to have a full understanding as to how my office works in every other case I am handling so you can understand my position and the value of my services and the favorable outcome to you.

My standard fee is 40% for a litigated case. I have told you this many times. That is what I get in every case, especially when achieving an outcome like this. When the outcome is successful and the client gets more and I will take my full fee. I reduce if the outcome is not as expected to make sure the client shares fairly. In this case, you received more than you ever anticipated from the outset of this case. I realize I do not have a contract in place for percentages and I am not trying to enforce one, but this merely shows you what I lost by taking your case and given the outcome of your case, and what a value you are receiving. Again, I have over 5 other big cases that have been put on the back burner to handle your case. The discovery period in these cases were continued several times for me to focus on your case. If I knew you were going to try and treat me unfairly by merely asserting we had an hourly agreement after doing an exceptional work with an exceptional result, I wouldn't have continued. The reason is I would lose too much money. I would hope it was never your intention to cause me hardship and lose money when helping you achieve such an exceptional result. I realize I did not have you sign a fee agreement because I trusted you, but I did not have you sign an hourly agreement either.

### **Finalizing the settlement**

There is also a lot of work left to be done. As you know, the language to the settlement must be very specific to protect everyone. This will need to be negotiated. If this cannot be achieved, there is no settlement. The Defendant will require I sign the confidentiality provisions, which could expose me to future litigation. Depending on the language, I may not be comfortable doing this as I never agreed to sign off on releases. Even if the language in the settlement agreement is worked out, there are motions to approve the settlement, which will be strongly opposed by Lange. If the Court does not grant the motion, then there is no settlement. If there is an approved settlement and Viking does not pay timely, then further motions to enforce must be filed.

Presently, there are many things on calendar that I need to address. We have the following depositions: Mr. Carnahan, Mr. Garelli, Crane Pomerantz, Kevin Hastings, Gerald Zamiski, and the UL deposition in Chicago. We have the Court hearings for Zurich's motions for protective order, our motion to de-designate the documents as confidential, our motion to make Mr. Pomerantz an initial expert, as well as the summary judgment motions involving Lange, who has



recently filed a counter motion and responses need to be filed. Simply, there is a substantial amount of work that still needs to be addressed. Since you knew of all of the pending matters on calendar, it is unfortunate that you were obligated to go to China during a very crucial week to attempt to finalize the case. When I asked if you would be available to speak if necessary, you told me that you are unavailable to discuss matters over the phone. This week was very important to make decisions to try and finalize a settlement.

I understand that the way I am looking at it may be different than the way your business mind looks at things. However, I explained my standard fees and how I work many times to you and the amount in the attached agreement is beyond fair to you in light of the exceptional results. It is much less than the reasonable value of my services. I realize that because you did not sign my retainer that you may be in a position to take advantage of the situation. However, I believe I will be able to justify the attorney fee in the attached agreement in any later proceeding as any court will look to ensure I was fairly compensated for the work performed and the exceptional result achieved.

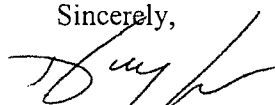
I really want us to get this breakdown right because I want you to feel like this is a remarkable outcome while at the same time I don't want to feel I didn't lose out too much. Given what we have been through and what I have done, I would hope you would not want me to lose money, especially in light of the fact that I have achieved a result much greater than your expectations ever were in this case. The attached agreement should certainly achieve this objective for you, which is an incredible reduction from the true value of my services.

### **Conclusion**

If you are agreeable to the attached agreement, please sign both so I can proceed to attempt to finalize the agreement. I know you both have thought a lot about your position and likely consulted other lawyers and can make this decision fairly quickly. We have had several conversations regarding this issue. I have thought about it a lot and this is the lowest amount I can accept. I have always felt that it was our understanding that this was not a typical contract lawyer case, and that I was not a typical contract lawyer. In light of the substantial work performed and the exceptional results achieved, the fee is extremely fair and reasonable.

If you are not agreeable, then I cannot continue to lose money to help you. I will need to consider all options available to me.

Please let me know your decisions as to how to proceed as soon as possible.

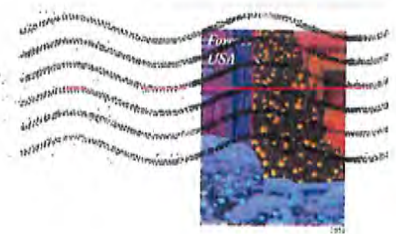
Sincerely,  
  
Daniel S. Simon



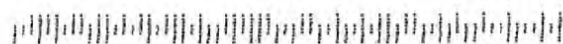


LAS VEGAS NV 890

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Simon Family  
8936 Brook Bay Court  
Las Vegas, NV 89134



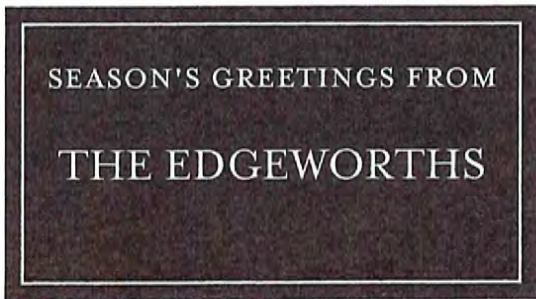
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SIMONEH0001344



Yours Truly  
Shutterfly  
exclusively for shutterfly.com

IT'S BEEN AN INCREDIBLE YEAR. CAROLINE IS 14 AND IN 8TH GRADE. LAUREN IS 12 AND IN 7TH GRADE. THE GIRLS HAD A GREAT SEASON PLAYING VOLLEYBALL, AND GOING TO JUNIOR NATIONALS. WE HAD A LOT OF FUN THIS SUMMER TRAVELLING TO LONDON, CINGUE TERRE, AND PARIS. MY SISTER IN LAW GOT MARRIED TO A GREAT GUY, KEVIN. WE WISH EVERYONE A HAPPY AND WONDERFUL 2018! LOVE, THE EDGEWORTHS



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SOAING UP THE RAYS IN CINQUE TERRE, ITALY.

WE WISH YOU A VERY MERRY CHRISTMAS AND  
HAPPY NEW YEAR!

WE HAVE MOVED (DOWN THE STREET). OUR NEW ADDRESS IS  
645 SAINT CROIX STREET, HENDERSON, NV 89012

LOVE, ANGELA, BRIAN, CAROLINE, LAUREN, PHINEAS AND  
ASTER



## Daniel Simon

---

**From:** Daniel Simon  
**Sent:** Wednesday, November 29, 2017 10:36 AM  
**To:** 'Angela Edgeworth'  
**Cc:** Brian Edgeworth (brian@pediped.com); Daniel Simon  
**Subject:** RE: Edgeworth v. Viking, et al

In light of the recent emails from you this week and that your signature is required for all documentation, as well as the fact that you are a principal of the parties in the lawsuit, it will be necessary for both of you to be present at any meeting we have. Therefore, please advise what time is good for both of you to come to my office and meet when he returns. Thanks!

**From:** Angela Edgeworth [mailto:angela.edgeworth@pediped.com]  
**Sent:** Wednesday, November 29, 2017 6:47 AM  
**To:** Daniel Simon <dan@simonlawlv.com>  
**Cc:** Brian Edgeworth (brian@pediped.com) <brian@pediped.com>  
**Subject:** Re: Edgeworth v. Viking, et al

Danny,

Brian is enroute and gets back late tonight. He will get back to you shortly on a time to sit down and talk. I would prefer that you and Brian work this out, as I did not want to be involved. When I came to your office, I thought it was to talk about next steps in the case. I had no idea we were going to talk about fees so I prefer to be excluded from that narrative until you two reach a resolution.

This has been stressful and awkward. Please feel free to call me today if you would like to discuss anything, but I have little knowledge about the case and the process and prefer that the two of you figure this out and move forward.

Sincerely,  
Angela

On Mon, Nov 27, 2017 at 4:58 PM Daniel Simon <dan@simonlawlv.com> wrote:

It appears that you have a lot of questions about the process which is one reason I wanted to meet with you. If you would like to come to the office or call me tomorrow I will be happy to explain everything in detail. My Letter also explains the status of the settlement and what needs to be done. Due to the holiday they probably were not able to start on it. I will reach out to lawyers tomorrow and get a status. I am also happy to speak to your attorney as well. Let me know. Thx

On Nov 27, 2017, at 4:14 PM, Angela Edgeworth <angela.edgeworth@pediped.com> wrote:

Did you agree to the settlement? Why have they not sent it yet and when is it coming? Please clarify.

--  
Angela

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SIMONEH0000421



November 29, 2017

**VIA FACSIMILE: (702) 364-1655**

Daniel S. Simon, Esq.  
LAW OFFICE OF DANIEL S. SIMON  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101

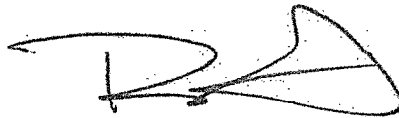
RE: Letter of Direction

Dear Mr. Simon:

Please let this letter serve to advise you that I've retained Robert D. Vannah, Esq., and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation with the Viking entities, et.al. I'm instructing you to cooperate with them in every regard concerning the litigation and any settlement. I'm also instructing 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.

Thank you for your understanding and compliance with the terms of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Edgeworth', with a large, stylized loop at the end.

Brian Edgeworth

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# VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS  
INCLUDING PROFESSIONAL CORPORATIONS

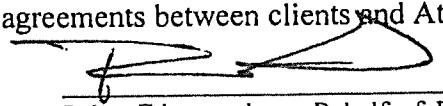
This agreement, made in duplicate this 29th day of November 2017, by and between Brian Edgeworth on Behalf of Edgeworth Family Trust and American Grating, hereinafter known as "Client" and Vannah & Vannah, hereinafter known as "Attorneys."

Client retains Attorneys to represent him as his Attorneys regarding Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING ENTITIES 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) Initial Retainer Fee of \$9,250.00, which shall be the minimum fee charge regardless of the amount of hours billed or work performed.
- (b) \$925.00 an hour for attorney time for Robert D. Vannah and John B. Greene;
- (c) Client agrees that his attorneys will work to consummate a settlement of \$6,000,000.00 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.

I have read this contract, have received a copy of it and agree to the terms and conditions. There are no other oral or written agreements between clients and Attorneys

  
ROBERT D. VANNAH, ESQ.

  
Brian Edgeworth on Behalf of Edgeworth Family Trust and American Grating



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

1 **ATLN**  
DANIEL S. SIMON, ESQ.  
2 Nevada Bar No. 4750  
ASHLEY M. FERREL, ESQ.  
3 Nevada Bar No. 12207  
810 S. Casino Center Blvd.  
4 Las Vegas, Nevada 89101  
Telephone (702) 364-1650  
5 lawyers@simonlawlv.com  
*Attorneys for Plaintiffs*  
6

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and )  
10 AMERICAN GRATING, LLC.; )  
Plaintiffs, )  
11 vs. )  
12 LANGE PLUMBING, L.L.C.; )  
13 THE VIKING CORPORATION, )  
a Michigan corporation; )  
14 SUPPLY NETWORK, INC., dba VIKING )  
SUPPLYNET, a Michigan corporation; )  
15 and DOES I through V and ROE )  
CORPORATIONS VI through X, inclusive, )  
16 Defendants. )  
17

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

18 **NOTICE OF ATTORNEY'S LIEN**

19 **NOTICE IS HEREBY GIVEN** that the Law Office of Daniel S. Simon, a Professional  
20 Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN  
21 GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled  
22 matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial  
23 damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

24 That the undersigned claims a lien, pursuant to N.R.S. 18.015, to any verdict, judgment, or  
25 decree entered and to any money which is recovered by settlement or otherwise and/or on account of  
26 the suit filed, or any other action, from the time of service of this notice. This lien arises from the  
27 services which the Law Office of Daniel S. Simon has rendered for the client, along with court costs  
28 and out-of-pocket costs advanced by the Law Office of Daniel S. Simon in an amount to be



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

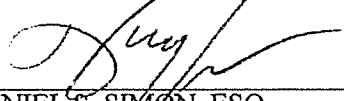
1 determined.

2 The Law Office of Daniel S. Simon claims a lien for a reasonable fee for the services rendered  
3 by the Law Office of Daniel S. Simon on any settlement funds, plus outstanding court costs and out-  
4 of-pocket costs currently in the amount of \$80,326.86 and which are continuing to accrue, as  
5 advanced by the Law Office of Daniel S. Simon in an amount to be determined upon final resolution.  
6 The above amount remains due, owing and unpaid, for which amount, plus interest at the legal rate,  
7 lien is claimed.

8 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
9 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
10 or any other action, from the time of service of this notice.

11 Dated this 30<sup>th</sup> day of November, 2017.

12 THE LAW OFFICE OF DANIEL S. SIMON,  
13 A PROFESSIONAL CORPORATION

14   
15 DANIEL S. SIMON, ESQ.  
16 Nevada Bar No. 4750  
17 ASHLEY M. FERREL, ESQ.  
18 Nevada Bar No. 12207  
19 SIMON LAW  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
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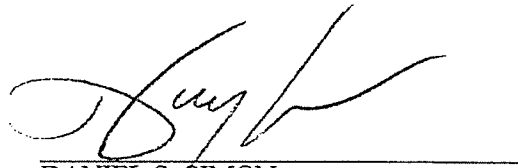
SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF CLARK )


4 DANIEL S. SIMON, being first duly sworn, deposes and says:

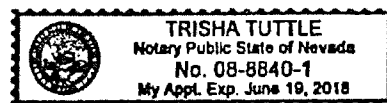
5 That he is the attorney who has at all times represented EDGEWORTH FAMILY TRUST and  
6 AMERICAN GRATING, LLC., as counsel from May 1, 2016, until present, in its claims for damages  
7 resulting from the April 16, 2016, sprinkler failure that caused substantial damage to the Edgeworth  
8 residence located at 645 Saint Croix Street, Henderson, Nevada.

9 That he is owed for attorney's fees for a reasonable fee for the services which have been  
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount  
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon  
12 in an amount to be determined upon final resolution of any verdict, judgment, or decree entered and  
13 to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any  
14 other action, from the time of service of this notice. That he has read the foregoing Notice of  
15 Attorney's Lien; knows the contents thereof, and that the same is true of his own knowledge, except  
16 as to those matters therein stated on information and belief, and as to those matters, he believes them  
17 to be true.

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26  
27  
28  
  
DANIEL S. SIMON

23 SUBSCRIBED AND SWORN  
24 before me this 30 day of November, 2017

26  
27  
28  
  
Notary Public





SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 30<sup>th</sup> day of November, 2017, I served the foregoing **NOTICE OF ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:

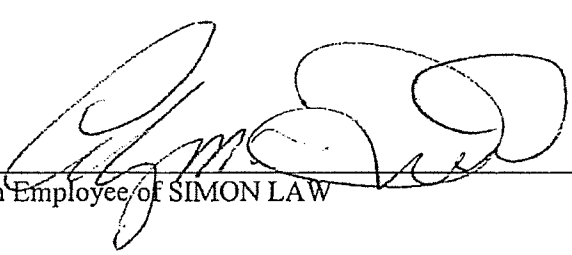
Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW

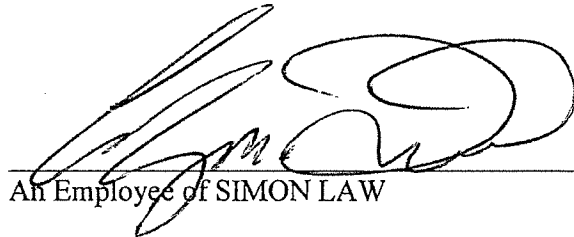


SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 1<sup>st</sup> day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012



An Employee of SIMON LAW



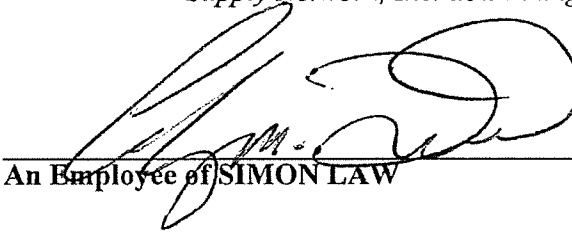
SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF MAIL**

I hereby certify that on this 13<sup>th</sup> day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing NOTICE OF ATTORNEY'S LIEN on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Bob Paine  
**Zurich North American Insurance Company**  
10 S. Riverside Plz.  
Chicago, IL 60606  
*Claims Adjustor for*  
*Zurich North American Insurance Company*

Daniel Polsenberg, Esq.  
Joel Henriod, Esq.  
**Lewis Roca Rothgerber Christie**  
3993 Howard Hughes Parkway, Ste. 600  
Las Vegas, NV 89169  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

  
An Employee of SIMON LAW



# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Edgeworth Family Trust  
645 Saint Croix St.  
Henderson, NV 89012



9590 9402 2854 7069 0893 09

Article Number (Transfer from service label)

115 1520 0001 4968 1730

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *HO*  
C. Date of Delivery *12-6-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Brian & Angela Edgeworth  
645 Saint Croix St.  
Henderson, NV 89012



9590 9402 2854 7069 0886 85

Article Number (Transfer from service label)

7005 1160 0003 6591 2385

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *Edgeworth*  
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Joel Henrich, Esq.  
Lewis Roca Rothgerber  
Christie  
3993 Howard Hughes Parkway  
Ste. 6000  
Las Vegas, NV 89169



9590 9402 2854 7069 0893 23

Article Number (Transfer from service label)

005 1160 0003 6591 2392

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *F. Roca*  
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

American Grating  
1191 Center Point Drive  
Ste. A  
Henderson, NV 89014



9590 9402 2854 7069 0892 93

Article Number (Transfer from service label)

7008 3230 0001 1011 3509

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *[Signature]*  
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

American Grating  
1191 Center Point Drive  
Ste. A  
Henderson, NV 89014



9590 9402 2854 7069 0892 93

Article Number (Transfer from service label)

7008 3230 0001 1011 3509

Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *[Signature]*  
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

# SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

American Grating  
1191 Center Point Drive  
Ste. A  
Henderson, NV 89014



9590 9402 2854 7069 0892 93

Article Number (Transfer from service label)

7008 3230 0001 1011 3509

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*  
B. Received by (Printed Name) *[Signature]*  
C. Date of Delivery *12-4-11*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

AA00068

ONEH0000026



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Complete items 1, 2, and 3. 2. Print your name and address on the reverse so that we can return the card to you. 3. Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>Rose Hill</u> B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
Article Addressed to: <b>Angela Bullock</b> <b>Winsale Insurance Comp.</b> <b>222 Edward Holland Dr. Ste 600</b> <b>Richmond VA 23230</b>		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	
9590 9402 2854 7069 0893 54 Article Number (Transfer from service label) 7015 1520 0001 4968 140		PS Form 3811, July 2015 PSN 7530-02-000-9053	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Complete items 1, 2, and 3. 2. Print your name and address on the reverse so that we can return the card to you. 3. Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <u>Michael J. Nunez, Esq.</u> B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
Article Addressed to: <b>Michael J. Nunez, Esq.</b> <b>Murchison &amp; Cumming, LLP</b> <b>350 S. Rampart Blvd.</b> <b>Ste. 320</b> <b>Las Vegas, NV 89145</b>		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery	
9590 9402 2854 7069 0886 61 Article Number (Transfer from service label) 7015 1520 0001 4968 1396		PS Form 3811, July 2015 PSN 7530-02-000-9053	

AA00069

09NEH0000027



**SENDER: COMPLETE THIS SECTION**

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet C. Pancaast, Esq.  
Cisneros & Marias  
1160 N. Town Center Dr. Ste. 130  
Las Vegas NV 89144



9590 9402 2854 7069 0886 54

2. Article Number (Transfer from service label)

7005 1160 0003 6591 2354

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<i>[Signature]</i>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
<i>[Signature]</i>	<i>12/2/13</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Collect on Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement"), by and between Plaintiffs EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. for damages sustained by PLAINTIFFS arising from an incident that occurred on or about April 10, 2016, at a residential property located at 645 Saint Croix Street, Henderson, Nevada (Clark County), wherein Plaintiff alleges damages were sustained due to an unanticipated activation of a sprinkler head (hereinafter "INCIDENT"). The foregoing parties are hereinafter collectively referred to as "SETTLING PARTIES."

### I. RECITALS

A. On June 14, 2016, a Complaint was filed by Plaintiff Edgeworth Family Trust, in the State of Nevada, County of Clark, Case Number A-16-738444-C against Defendants LANGE PLUMBING, LLC and VIKING AUTOMATIC SPRINKLER CO. On August 24, 2016, an amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On March 7, 2017, a Second Amended Complaint was filed adding Plaintiff AMERICAN GRATING, LLC as a Plaintiff against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION, SUPPLY NETWORK, INC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to VIKING GROUP, INC. as a Defendant (hereinafter "SUBJECT ACTION").

B. The SETTLING PARTIES now wish to settle any and all claims, known and unknown, and dismiss with prejudice the entire SUBJECT ACTION as between the SETTLING PARTIES. The SETTLING PARTIES to this Agreement have settled and compromised their disputes and differences, based upon, and subject to, the terms and conditions which are further set forth herein.

### II. DEFINITIONS

A. "SETTLING PARTIES" shall mean, collectively, all of the following individuals and entities, and each of them:

B. "PLAINTIFFS" shall mean EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth, AMERICAN GRATING, LLC, and its managers Brian Edgeworth & Angela Edgeworth, as Trustees, Managers, individually, and their past, present and future agents, partners, associates, joint venturers, creditors, predecessors, successors, heirs, assigns, insurers, representatives and attorneys, and all persons acting by or in concert with each other.

C. "VIKING ENTITIES" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., and VIKING GROUP, INC. (the "VIKING ENTITIES") and all their respective related legal entities, employees, affiliates, agents, partners, associates, joint venturers, parents, subsidiaries, sister corporations, directors, officers, stockholders, owners,



employers, employees, predecessors, successors, heirs, assigns, insurers, bonding companies, representatives and attorneys, and all persons acting in concert with them, or any of them.

D. "CLAIM" or "CLAIMS" shall refer to any and all claims, demands, liabilities, damages, complaints, causes of action, intentional or negligent acts, intentional or negligent omissions, misrepresentations, distress, attorneys' fees, investigative costs and any other actionable omissions, conduct or damage of every kind in nature whatsoever, whether seen or unforeseen, whether known or unknown, alleged or which could have at any time been alleged or asserted between the SETTLING PARTIES relating in any way to the SUBJECT ACTION.

E. The "SUBJECT ACTION" refers to the litigation arising from the Complaints filed by PLAINTIFFS in the Eighth Judicial District Court, County of Clark, Case Number A-16-738444-C, State of Nevada, with respect to and between PLAINTIFFS and DEFENDANTS.

### **III. SETTLEMENT TERMS**

A. The VIKING ENTITIES will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) within 20 days of PLAINTIFFS' execution of this AGREEMENT, assuming resolution of the condition set out in § III.D below. The \$6,000,000 settlement proceeds shall be delivered via a certified check made payable to the "EDGEWORTH FAMILY TRUST and its Trustees Brian Edgeworth & Angela Edgeworth; AMERICAN GRATING, LLC; and Law Office of Daniel S. Simon."

B. PLAINTIFFS will execute a stipulation to dismiss all of their claims against the VIKING ENTITIES with prejudice, which will state that each party is to bear its own fees and costs. PLAINTIFFS will provide an executed copy of the stipulation to the VIKING ENTITIES upon receipt of a certified check.

C. PLAINTIFFS agree to fully release any and all claims against the VIKING ENTITIES (as defined below § IV.C). The RELEASE included in this document (§ V) shall become effective and binding on PLAINTIFFS upon their receipt of the \$6,000,000 settlement funds.

D. This settlement is based upon a mutual acceptance of a Mediator's proposal which makes this settlement subject to the District Court approving a Motion for Good Faith Settlement pursuant to NRS 17.245, dismissing any claims against the VIKING ENTITIES by Lange Plumbing, LLC. Alternatively, this condition would be satisfied in the event that Lange Plumbing, LLC voluntarily dismisses all claims with prejudice against the VIKING ENTITIES and executes a full release of all claims, known or unknown.

E. The SETTLING PARTIES will bear their own attorneys' fees and costs.

### **IV. AGREEMENT**

A. In consideration of the mutual assurances, warranties, covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the SETTLING PARTIES agree with every other SETTLING PARTY



hereto to perform each of the terms and conditions stated herein, and to abide by the terms of this Agreement.

B. Each of the SETTLING PARTIES warrant to each other the truth and correctness of the foregoing recitals, which are incorporated in this paragraph by reference.

C. As a material part of this Agreement, except as otherwise provided herein, all claims held by and between the SETTLING PARTIES relating to the SUBJECT ACTION, including, but not limited to, those for property damage, stigma damages, remediation costs, repair costs, diminution in value, punitive damages, shall be dismissed, with prejudice, including any and all claims for attorneys' fees and costs of litigation. This shall include, but is not limited to, any and all claims asserted by PLAINTIFFS or which could have at any time been alleged or asserted against the VIKING ENTITIES, by way of PLAINTIFFS Complaint and any amendments thereto.

## **V. MUTUAL RELEASE**

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge the VIKING ENTITIES and any of its affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION.

B. Reciprocally, in consideration of the settlement payment and promises described herein, the VIKING ENTITIES, on behalf of their insurers, agents, successors, administrators, personal representatives, attorneys, heirs and assigns do hereby release and forever discharge PLAINTIFFS and any of PLAINTIFFS' affiliates, as well as its insurers, all respective officers, employees and assigns, agents, attorneys, successors, administrators, heirs and assigns, predecessors, subsidiaries, attorneys and representatives as to any and all demands, claims, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, controversies, judgments, orders and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, or which hereafter can, shall, or may exist between the SETTLING PARTIES with respect to the SUBJECT ACTION, including, but not limited to, the generality of the foregoing, any and all claims which were or might have been, or which could have been, alleged in the litigation with regard to the SUBJECT ACTION. C. This AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which PLAINTIFFS may



have against the VIKING ENTITIES, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, PLAINTIFFS and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

C. Reciprocally, this AGREEMENT shall be effective as a bar to all claims, relating to or arising from the INCIDENT or the SUBJECT ACTION, which the VIKING ENTITIES may have against PLAINTIFFS, their affiliates, insurers, attorneys, or any other entity that was involved in the INCIDENT or SUBJECT ACTION, of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, herein above specified to be so barred; and in furtherance of this intention, the VIKING ENTITIES and their related persons and entities expressly, knowingly and voluntarily waive any and all rights which they do not know or suspect to exist in their favor with regard to the INCIDENT or the SUBJECT ACTION at the time of executing this AGREEMENT.

D. SETTLING PARTIES hereto expressly agree that this AGREEMENT shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, causes of action, if any, between PLAINTIFF and DEFENDANTS, with respect to the INCIDENT, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified. This AGREEMENT applies as between PLAINTIFFS and the VIKING ENTITIES and their related persons and entities.

E. PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah has explained the effect of this AGREEMENT and their release of any and all claims, known or unknown and, based upon that explanation and their independent judgment by the reading of this Agreement, PLAINTIFFS understand and acknowledge the legal significance and the consequences of the claims being released by this 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.

## **VI. GOOD FAITH SETTLEMENT**

PLAINTIFFS and the VIKING ENTITIES each warrant that they enter this settlement in good faith, pursuant to the provisions of NRS 17.245.



## VIII. MISCELLANEOUS

### A. COMPROMISE:

This AGREEMENT is the compromise of doubtful and disputed claims and nothing contained herein is to be construed as an admission of liability on the part of the SETTLING PARTIES, or any of them, by whom liability is expressly denied, or as an admission of any absence of liability on the part of the SETTLING PARTIES, or any of them.

### B. SATISFACTION OF LIENS:

1. PLAINTIFFS warrant that they are presently the sole and exclusive owners of their respective claims, demands, causes of action, controversies, obligations or liabilities as set forth in the SUBJECT ACTION and that no other party has any right, title, or interest whatsoever in said causes of action and other matters referred to therein, and that there has been no assignment, transfer, conveyance, or other disposition by them of any said causes of action and other matters referred to therein.

2. PLAINTIFFS do herein specifically further agree to satisfy all liens, claims and subrogation rights of any contractor incurred as a result of the SUBJECT ACTION and to hold harmless and indemnify the VIKING ENTITIES and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against, and in connection with, any liens of any type whatsoever pertaining to the SUBJECT ACTION including, but not necessarily limited to attorneys' liens, mechanics liens, expert liens and/or subrogation claims.

### C. GOVERNING LAW:

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

### D. INDIVIDUAL AND PARTNERSHIP AUTHORITY:

Any individual signing this Agreement on behalf of another individual, a corporation, a limited liability company or partnership, represents or warrants that he/she has full authority to do so.

### E. GENDER AND TENSE:

Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine and feminine and neuter gender shall be deemed to include the other.

### F. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the SETTLING PARTIES hereto pertaining to the subject matter hereof, and fully supersedes any and all prior understandings, representations, warranties and agreements between the SETTLING PARTIES



hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the SETTLING PARTIES hereto.

**G. INDEPENDENT ADVICE OF COUNSEL:**

The SETTLING PARTIES hereto, and each of them, represent and declare that in executing this AGREEMENT, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel. For PLAINTIFFS, that independent attorney is Robert Vannah, Esq. and John Greene, Esq., of the law firm Vannah & Vannah.

**H. VOLUNTARY AGREEMENT:**

The SETTLING PARTIES hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they have signed the same freely and voluntarily.

**I. ADMISSIBILITY OF AGREEMENT:**

In an action or proceeding related to this Agreement, the SETTLING PARTIES stipulate that a fully executed copy of this Agreement may be admissible to the same extent as the original Agreement.

**J. COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, each of which shall constitute a duplicate original. A facsimile or other non-original signatures shall still create a binding and enforceable agreement.



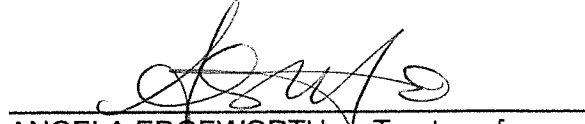
IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

On behalf of The Edgeworth Family Trust & American Grating, LLC

DATED this 1<sup>st</sup> day of DECEMBER 2017      DATED this 1 day of December 2017



BRIAN EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC



ANGELA EDGEWORTH as Trustee of  
The Edge worth Family Trust &  
Manager of American Grating, LLC

On behalf of The Viking Corporation, Supply Network, Inc. and Viking Group, Inc.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
SCOTT MARTORANO  
Vice President-Warranty Managment



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE	
9620221400-001	12/8/2017	HO	
POLICY NO.	DATE OF LOSS	ISSUED BY	PAYMENT SERVICE DATES
GLO-8250029-04	4/9/2016	8X	
INSURED			
The Viking Corporation			

NATURE OF PAYMENT

**NO. 299 0007621**

Settlement of all Fire sprinkler related  
claims

\$ 288,572.00

TAX ID 880354871

VALID	PAY	KD	AMOUNT
<u>PRDPD</u>	60	CLM	\$288,572.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**NON-NEGOTIABLE**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007621**

CLAIM NO. 9620221400-001

CLAIM HANDLING OFFICE NO.

26

EXACTLY \$288,572\*\*\*\* DOLLARS AND 00\*\*CENTS

**VOID AFTER 180 DAYS**

PAY TO THE  
ORDER OF Edgeworth Family Trust and its Trustees Brian  
Edgeworth & Angela Edgeworth; American Grating, LLC;  
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*CMFtz*

AA00078

SIMONEH0000043



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE	
9260157452 -001	12/8/2017	HO	
POLICY NO.	DATE OF LOSS	ISSUED BY	PAYMENT SERVICE DATES
AUC-0144193-00	1/1/2016	8X	
INSURED			
Viking Corporation			

NATURE OF PAYMENT

**NO. 299 0007622**

Settlement of all Fire sprinkler related claims

\$ 5,711,428.00

VALID

PAY

KD

AMOUNT

TAX ID

880354871

UBRGP

60 CLM

\$5,711,428.00

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007622**

CLAIM NO. 9260157452 -001

CLAIM HANDLING OFFICE NO.

26

EXACTLY \$5,711,428\*\*\*\* DOLLARS AND 00\*\*CENTS

VOID AFTER 180 DAYS

PAY TO THE  
ORDER OF

Edgeworth Family Trust and its Trustees Brian  
Edgeworth & Angela Edgeworth; American Grating, LLC;  
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine R*  
*Steph Harris*

AA00079

SIMONEH0000044



# VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS  
INCLUDING PROFESSIONAL CORPORATIONS

December 7, 2017

## CONSENT TO SETTLE

**RE:** EFT & AMERICAN GRATING v. LANGE

WE, Brian Edgeworth and Angela Edgeworth, on behalf of the Edgeworth Family Trust (EFT) and American Grating, consent to settle all claims against LANGE for the gross amount of \$100,000, minus sums owed to LANGE pursuant to the Contract. We acknowledge that our attorneys have advised us that by settling the outstanding claims with LANGE, we will be waiving all claims for attorneys' fees, including any contingency fee that a court may award to the Law Office of Daniel S. Simon. By settling our claims with LANGE, we understand that LANGE will also agree to dismiss all claims against VIKING entities, including claims for contribution and indemnity. Also, we understand that no party to the litigation will oppose any motion for Good Faith Settlement. We understand and agree that by settling our claims against LANGE and VIKING, all aspects and claims related to the litigation will be resolved and dismissed with prejudice.

We acknowledge that Mr. Vannah has also explained to us that to continue to litigate with LANGE is economically speculative, as we've already been made more than whole with the settlement with the VIKING entities, and LANGE may be legally entitled to an offset for the amount of the settlement paid to us by VIKING. We also understand that to continue to litigate with LANGE over the payment of attorneys fees is also not only speculative, but is akin to throwing good money after bad by spending considerably more money on attorneys fees in an effort to recover attorneys fees.

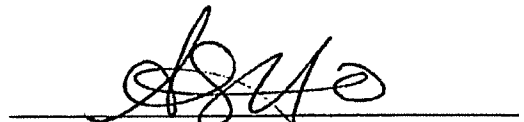


Rather, we acknowledge that Mr. Vannah has advised us to settle with LANGE for the negotiated amount of \$100,000 and we consent to settle.

DATED this 7<sup>th</sup> day of December, 2017.

A handwritten signature in black ink, appearing to be 'B Edgeworth', written over a horizontal line.

Brian Edgeworth on behalf of the EFT  
and American Grating

A handwritten signature in black ink, appearing to be 'A Edgeworth', written over a horizontal line.

Angela Edgeworth on behalf of the  
EFT and American Grating



**SIMON LAW**  
A PROFESSIONAL CORPORATION  
810 SOUTH CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

December 7, 2017

Robert Vannah, Esq.  
John Greene, Esq.  
400 South 7<sup>th</sup> Street, Suite 400  
Las Vegas, Nevada 89101

**RE: Edgeworth v. Viking, et al.**

Dear Mr. Vannah,

It was a pleasure speaking with you today. Pursuant to your direction, based on the wishes of the client, all client communication will be directed to your office.

Thank you for confirming that the pending evidentiary hearing concerning Viking, may be taken off calendar. There are pending motions on the enforceability of the Lange contract which need to be addressed in the very near term. We have moved to enforce the contract; and, Lange has asked the Court to find the contract void. The Lange brief to void the contract is attached. Because of the motion briefing schedule, the decision to take the pending motions off calendar should be made on or before Monday, December 11, 2017.

An issue of concern is the current settlement proposal from Lange. The offer is \$100,000.00 with an offset of approximately \$22,000.00 for a net offer of about \$78,000.00. The \$78k would be "new" money in addition to the \$6M offered by Viking. If the Lange offer is accepted it would end the case and no other recovery for the subject incident would be possible. If the Lange offer is not accepted, then Viking will need to file a motion for Good Faith settlement. See attached motion. If the motion is granted, then the \$6M settlement will be paid. If denied, then the \$6M payment will be delayed an indeterminate time.

The Lange offer is good as far as the property damage claims are concerned. However, there is a potential for recovery of attorney fees and costs from Lange

AA00082

SIMONEH0000424

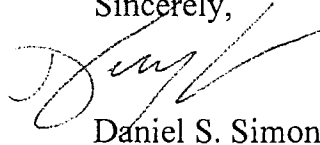


based upon the Lange contract with American Grating LLC. If the current Lange offer is accepted the potential recovery of attorney fees and costs pursuant to the contract will be waived. If the Lange motion to void the contract is granted, then the claim against Lange for attorney fees and costs will be destroyed (unless there is a successful appeal).

Simon Law is reviewing the case file and work performed from the outset that has not been billed (including such things as obtaining a forensic copy of case related e-mails and phone records) to provide a comprehensive hourly bill. It is reasonably expected at this time that the hourly bill may well exceed a total of \$1.5M and the costs currently are approximately \$200,000. The size of the billing and costs incurred should be considered in the decision to accept the current Lange offer or to continue to pursue Lange under the contract.

Thank you for your assistance in this matter. I have discussed the above with the client previously, but the situation requires a review. If there are any questions, or if any additional information is needed, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Simon", with a stylized flourish extending from the end.

Daniel S. Simon



## Re: Edgeworth v. Viking

Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>

Tue 12/26/2017 12:18 PM

To: James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)>;

Cc: John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>; Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>;

The clients are available until Saturday. However, they have lost all faith and trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account. Quite frankly, they are fearful that he will steal the money. Also, they are very disappointed that it's going to take weeks for Mr. Simon to determine what he thinks is the undisputed amount. Also, please keep in mind that this is a cashiers check for the majority of the funds, so why is it going to take so long to clear those funds? What is an interpleader going to do? If we can agree on placing the money in an interest-bearing escrow account with a qualified escrow company, we can get the checks signed and deposited. There can be a provision that no money will be distributed to anyone until Mr. Simon agrees on the undisputed amount and/or a court order resolving this matter, but until then the undisputed amount could be distributed. I am trying to get this thing resolved without violation of any fiduciary duties that Mr. Simon owes to the client, and, it would make sense to do it this way. Rather than filing an interpleader action, we are probably just going to file suit ourselves and have the courts determine what is appropriate here. I really would like to minimize the damage to the clients, and I think there is a fiduciary duty to do that.

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.

AA00084

SIMONEH0000428



Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

Sent from my iPad

On Dec 19, 2017, at 2:36 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Folks,

Simon Law is working on the final bill. That process may take a week or two, depending on holiday staffing, etc.

The checks can be endorsed and deposited into trust before or after the final bill is generated-the only impact might be on the time horizon regarding when funds are available for disbursement.

If the clients are ok with adding in a week or so of potential delay, then Simon Law has no concerns. As a practical matter, if the clients are not available to endorse until after New Year, then the discussion is probably moot anyway.

Any concerns, please let me know.

Happy Holidays!

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John

AA00085

SIMONEH0000429



----- Forwarded message -----

From: John Greene <jgreene@vannahlaw.com>  
Date: Mon, Dec 18, 2017 at 1:56 PM  
Subject: Re: Edgeworth v. Viking  
To: Daniel Simon <dan@simonlawlv.com>  
Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

--

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Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

AA00086

SIMONEH0000430



**From:** Daniel Simon

**Sent:** Monday, December 18, 2017 11:03 AM

**To:** John Greene <jgreene@vannahlaw.com>


**Cc:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON

ATTORNEY AT LAW

 SIMON LAW

810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1600

(F) 702.364.1655

DAN@SIMONLAWLV.COM

AA00087

SIMONEH0000431



James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com  
*Admitted in Illinois and Nevada*

December 27, 2017

*Via E-Mail*

Robert D. Vannah  
400 S. 7<sup>th</sup> Street  
Las Vegas, NV 89101  
rvannah@vannahlaw.com

Re: Edgeworth v. Viking

Dear Bob:

I look forward to working with you to resolve whatever issues may exist concerning the disbursement of funds in the Edgeworth case. To that end, I suggest we avoid accusations or positions without substance.

This letter is in response to your email of December 26, 2017. I thought it best to provide a formal written response because of the number of issues raised.

Please consider the following time line:

- On Monday, December 18, 2017, Simon Law picked up two Zurich checks in the aggregate amount of \$6,000,000.00. (Exhibit 1; copies of checks.)
- On Monday, December 18, 2017, immediately following check pick-up, Mr. Simon called Mr. Greene to arrange check endorsement. Mr. Simon left a message.

AA00088

SIMONEH0000432



- On Monday, December 18, 2017, Mr. Greene returned the call and spoke to Mr. Simon. (Exhibit 2; confirming email string.)
- During the Monday call, Mr. Simon advised that he would be on a holiday trip and unavailable beginning Friday, December 22, 2017, until after the New Year. Mr. Simon asked that the clients endorse the checks prior to December 22<sup>nd</sup>. (Exhibit 2.)
- During the Monday call, Mr. Greene told Mr. Simon that the clients would not be available to sign checks until after the New Year. (Exhibit 2.)
- During the Monday call, Mr. Greene stated that he would contact Simon Law about scheduling endorsement. (Exhibit 2.)
- On Friday, December 22, 2017, the Simon family went on their holiday trip.
- On Saturday, December 23, 2017, at 10:45 p.m., an email was sent which indicated that delay in endorsement was not acceptable. The email also raised use of an escrow account as an alternative to the Simon Law trust account. (Exhibit 2.)
- On Tuesday, December 26, 2017, I responded by email and invited scheduling endorsement after the New Year, and discounted the escrow account option. (Exhibit 2.)

In response to your December 26, 2017 email, please consider the following:

1. The clients are available until Saturday. This is new information and it is different from the information provided by Mr. Greene. Regardless, Mr. Simon is out of town until after the New Year.
2. Loss of faith and trust. This is unfortunate, in light of the extraordinary result obtained by Mr. Simon on the client's behalf. However, Mr. Simon is still legally due a reasonable fee for the services rendered. NRS 18.015.
3. Steal the money. We should avoid hyperbole.



4. Time to determine undisputed amount. The time involved is a product of the immense amount of work involved in the subject case, which is clearly evident from the amazing monetary result, and the holidays. And, use of a lien is not “inconsistent with the attorney’s professional responsibilities to the client.” NRS 18.015(5).
5. Time to clear. The checks are not cashier’s checks. (Exhibit 1.) Even a cashier’s check of the size involved would be subject to a “large deposit item hold” per Regulation CC.
6. Interpleader. The interpleader option - deposit with the Court - was offered as an alternative to the Simon Law trust account, to address the loss of faith issue. The cost and time investment is also minimal.
7. Escrow alternative. Escrow does not owe the same duties and obligations as those that apply to an attorney and a trust account. Please compare, *Mark Properties v. National Title Co.*, 117 Nev. 941, 34 P.3d 587 (2001); with, Nev. Rule of Professional Conduct 1.15; SCR 78.5; etc. The safekeeping property duty is also typically seen as non-delegable.

To protect everyone involved, the escrow would have to accept similar duties and obligations as would be owed by an attorney. That would be so far afield from the usual escrow obligations under *Mark*, that it is doubtful that an escrow could be arranged on shorter notice, if at all; and, such an escrow would probably come at great cost.

We are not ruling out this option, we simply see it as un-obtainable. If you believe it is viable and wish to explore it further, please do so.

8. File suit ourselves. An independent action would be far more time consuming and expensive than interpleader. However, that is an option you will have to consider on your own.



9. Fiduciary duty. Simon Law is in compliance with all duties and obligations under the law. *See, e.g.*, NRS 18.015(5).

10. Client damages. I can see no discernable damage claim.

Please let me know if you are willing to discuss moving forward in a collaborative manner.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc  
cc: Daniel Simon  
enclosures



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9620221400-001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
GLO-8250029-04	4/9/2016	8X
INSURED	The Viking Corporation	

NATURE OF PAYMENT

**NO. 299 0007621**

Settlement of all Fire sprinkler related  
claims

\$ 288,572.00

TAX ID 880354871

VALID PAY KD AMOUNT

PRDPD 60 CLM \$288,572.00

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007621**

CLAIM NO. 9620221400-001

EXACTLY \$288,572\*\*\*\* DOLLARS AND 00\*\*CENTS

CLAIM HANDLING OFFICE NO. 26

**VOID AFTER 180 DAYS**

PAY TO THE  
ORDER OF Edgeworth Family Trust and its Trustees Brian  
Edgeworth & Angela Edgeworth; American Grating, LLC;  
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*CM 7/13*

⑈ 2990007621⑈ ⑆044115443⑆ 528291201⑈

AA00092

SIMONEH0000436



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO. <b>9260157452 -001</b>	DATE ISSUED <b>12/8/2017</b>	ISSUING OFFICE <b>HO</b>	
POLICY NO. <b>AUC-0144193-00</b>	DATE OF LOSS <b>1/1/2016</b>	ISSUED BY <b>8X</b>	PAYMENT SERVICE DATES
INSURED <b>Viking Corporation</b>			

NATURE OF PAYMENT

**NO. 299 0007622**

Settlement of all Fire sprinkler related claims

\$ 5,711,428.00

VALID	PAY	KD	AMOUNT
<b>UBRGP</b>	<b>60</b>	<b>CLM</b>	<b>\$5,711,428.00</b>

TAX ID 880354871

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007622**

CLAIM NO. **9260157452 -001**

CLAIM HANDLING OFFICE NO. **26**

EXACTLY **\$5,711,428\*\*\*\*** DOLLARS AND **00\*\***CENTS

**VOID AFTER 180 DAYS**

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DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*Steph Harris*

⑈ 2990007622⑈ ⑆044115443⑆ 528291201⑈

AA00093

SIMONEH0000437



## Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Tue 12/26/2017 12:18 PM

To: James R. Christensen <jim@jchristensenlaw.com>;

Cc: John Greene <jgreene@vannahlaw.com>; Daniel Simon <dan@simonlawlv.com>;

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Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.

AA00094

SIMONEH0000438



Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

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Any concerns, please let me know.

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Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John

AA00095

SIMONEH0000439



----- Forwarded message -----

From: John Greene <jgreene@vannahlaw.com>

Date: Mon, Dec 18, 2017 at 1:56 PM

Subject: Re: Edgeworth v. Viking

To: Daniel Simon <dan@simonlawlv.com>

Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

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<image001.jpg>

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

AA00096

SIMONEH0000440



**From:** Daniel Simon

**Sent:** Monday, December 18, 2017 11:03 AM

**To:** John Greene <jgreene@vannahlaw.com>


**Cc:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON

ATTORNEY AT LAW

 SIMON LAW

810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.384.1630

(F) 702.384.1835

DAN@SIMONLAWLV.COM

AA00097

SIMONEH0000441



# Re: Edgeworth v. Viking

Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>

Thu 12/28/2017 3:21 PM

To: James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)>;

Cc: John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>; Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>;

Sarah called me back. Apparently Danny is a bank client also. That works out well. The way she would do this is to make it a "locked" account. I wasn't very familiar with that concept, but since there will only be a few checks that is fine. Any disbursements will require both his and my signature. She asked me to give her the name of the account: it should probably read something like "Danny Simon and Robert Vannah in trust for..." Another issue that she raised is that they need a Social Security number or something like that because it is an interest-bearing account. Should it be the clients' Social Security or corporate ID number, or should it be Danny's? Obviously, at the end of the year the IRS will have to be notified as to who the real party in interest is. Just some thoughts. Since Danny is back in the office on January 4, why don't we set the account up then?

Sent from my iPad

On Dec 28, 2017, at 3:08 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Bob,

I am available tomorrow for a call.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>

**Sent:** Thursday, December 28, 2017 3:07:06 PM

**To:** James R. Christensen

**Cc:** John Greene; Daniel Simon

**Subject:** Re: Edgeworth v. Viking

I took the liberty of calling Bank Of Nevada and left a message for Sarah Guindy, asking her if we can do exactly what we seem to be agreeing to. I left her my phone number, and am expecting a call back. If she thinks we can do that, we can set up a conference call between you and me and work out the details with her. This seems to be the best way to get this money distributed to Danny and to the clients.

Sent from my iPad

On Dec 28, 2017, at 2:03 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

AA00098

SIMONEH0000442



Bob,

A separate trust account is a good idea. Agreed to you and Danny being co-signers, with both needed. I suggest a non-IOLTA account. The interest can inure to the clients.

How about Bank of Nevada?

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Thursday, December 28, 2017 4:17:36 AM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

I'm not suggesting I have concerns over Danny stealing the money, I'm simply relaying his clients' statements to me. I have an idea. Why don't we set up a separate trust account dedicated to these clients. Any disbursement requires 2 signatures, Danny's and mine. Have Danny, expeditiously, determine exactly what his lien claim is going to be. We recognize that there will be an undisputed amount for his incurred costs and time since the last invoice. We also recognize that the clients are entitled to all the funds immediately after the checks clear, exclusive of Danny's undisputed final billing for fees and costs, since the last statement, and his claimed lien. We were under the impression that the 2 checks totaling \$6,000,000 were cashiers checks. We were wrong apparently; we got that impression from the settlement agreement. In any event, I recognize that it takes time to clear the checks. The damage to the clients in delaying this disbursement is the high interest loans made by the clients to fund the underlying litigation. The pressing concern here is to get the clients, and Danny, their funds which are not in dispute. Agreed? I'm not commenting on the merits of Danny's claim. I just want to get the majority of the money distributed to both Danny and the clients. There is a fiduciary duty to get that done expeditiously. The "disputed lien" funds will be adequately segregated and protected. We are not going to allow this case to be decided in a summary interpleader action. Whatever bank we use is fine with me, I just want it done ASAP.

Sent from my iPad

On Dec 27, 2017, at 1:14 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Please see attached

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.

AA00099

SIMONEH0000443



Las Vegas NV 89101  
(702) 272-0406

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**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Tuesday, December 26, 2017 12:18:41 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

The clients are available until Saturday. However, they have lost all faith and trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account. Quite frankly, they are fearful that he will steal the money. Also, they are very disappointed that it's going to take weeks for Mr. Simon to determine what he thinks is the undisputed amount. Also, please keep in mind that this is a cashiers check for the majority of the funds, so why is it going to take so long to clear those funds? What is an interpleader going to do? If we can agree on placing the money in an interest-bearing escrow account with a qualified escrow company, we can get the checks signed and deposited. There can be a provision that no money will be distributed to anyone until Mr. Simon agrees on the undisputed amount and/or a court order resolving this matter, but until then the undisputed amount could be distributed. I am trying to get this thing resolved without violation of any fiduciary duties that Mr. Simon owes to the client, and, it would make sense to do it this way. Rather than filing an interpleader action, we are probably just going to file suit ourselves and have the courts determine what is appropriate here. I really would like to minimize the damage to the clients, and I think there is a fiduciary duty to do that.

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <[jjim@jchristensenlaw.com](mailto:jjim@jchristensenlaw.com)> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

AA00100

SIMONEH0000444



Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

Sent from my iPad

On Dec 19, 2017, at 2:36 PM, James R. Christensen  
<[jjim@jchristensenlaw.com](mailto:jjim@jchristensenlaw.com)> wrote:

Folks,

Simon Law is working on the final bill.  
That process may take a week or two,  
depending on holiday staffing, etc.

The checks can be endorsed and  
deposited into trust before or after the  
final bill is generated-the only impact  
might be on the time horizon regarding  
when funds are available for  
disbursement.

If the clients are ok with adding in a week  
or so of potential delay, then Simon Law  
has no concerns. As a practical  
matter, if the clients are not available to  
endorse until after New Year, then the  
discussion is probably moot anyway.

Any concerns, please let me know.

AA00101

SIMONEH0000445



Happy Holidays!

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**From:** John Greene  
<[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John

----- Forwarded message -----

From: John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
Date: Mon, Dec 18, 2017 at 1:56 PM  
Subject: Re: Edgeworth v. Viking  
To: Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>  
Cc: Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>, [jim@christensenlaw.com](mailto:jim@christensenlaw.com)

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement

AA00102

SIMONEH0000446



checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

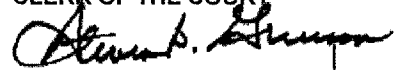
<Ltr to Mr. Vannah.pdf>

<Zurich\_Check[1].pdf>

<Zurich\_Check[1].pdf>

<Email string.pdf>





1 **ATLN**  
2 DANIEL S. SIMON, ESQ.  
3 Nevada Bar No. 4750  
4 ASHLEY M. FERREL, ESQ.  
5 Nevada Bar No. 12207  
6 810 S. Casino Center Blvd.  
7 Las Vegas, Nevada 89101  
8 Telephone (702) 364-1650  
9 lawyers@simonlawlv.com  
10 *Attorneys for Plaintiffs*

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and )  
10 AMERICAN GRATING, LLC.; )

11 Plaintiffs, )

12 vs. )

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

13 LANGE PLUMBING, L.L.C.; )  
14 THE VIKING CORPORATION, )  
15 a Michigan corporation; )  
16 SUPPLY NETWORK, INC., dba VIKING )  
17 SUPPLYNET, a Michigan corporation; )  
18 and DOES I through V and ROE )  
19 CORPORATIONS VI through X, inclusive, )

20 Defendants. )

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**NOTICE OF AMENDED ATTORNEY'S LIEN**

21 **NOTICE IS HEREBY GIVEN** that the Law Office of Daniel S. Simon, a Professional  
22 Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN  
23 GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled  
24 matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial  
25 damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

26 That the undersigned claims a total lien, in the amount of \$2,345,450.00, less payments made  
27 in the sum of \$367,606.25 for a final lien for attorney's fees in the sum of \$1,977,843.80, pursuant  
28 to N.R.S. 18.015, to any verdict, judgment, or decree entered and to any money which is recovered  
by settlement or otherwise and/or on account of the suit filed, or any other action, from the time of  
service of this notice. This lien arises from the services which the Law Office of Daniel S. Simon has

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

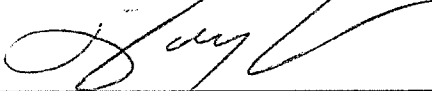
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office  
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

3 The Law Office of Daniel S. Simon claims a lien in the above amount, which is a reasonable  
4 fee for the services rendered by the Law Office of Daniel S. Simon on any settlement funds, plus  
5 outstanding court costs and out-of-pocket costs currently in the amount of \$76,535.93, and which are  
6 continuing to accrue, as advanced by the Law Office of Daniel S. Simon in an amount to be  
7 determined upon final resolution. The above amount remains due, owing and unpaid, for which  
8 amount, plus interest at the legal rate, lien is claimed.

9 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
10 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
11 or any other action, from the time of service of this notice.

12 Dated this 2<sup>nd</sup> day of January, 2018.

13 THE LAW OFFICE OF DANIEL S. SIMON,  
14 A PROFESSIONAL CORPORATION

15 

16 DANIEL S. SIMON, ESQ.

17 Nevada Bar No. 4750

18 ASHLEY M. FERREL, ESQ.

19 Nevada Bar No. 12207

20 810 South Casino Center Blvd.

21 Las Vegas, Nevada 89101



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2<sup>nd</sup> day of January,

2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:


Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF U.S. MAIL**

I hereby certify that on this 2<sup>nd</sup> day of January, 2018, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012


American Grating  
1191 Center point Drive, Ste. A  
Henderson, NV 89074

Edgeworth Family Trust  
645 Saint Croix Street  
Henderson, Nevada 89012

Robert Vannah, Esq.  
VANNAH & VANNAH  
400 South Seventh Street, Ste. 400  
Las Vegas, NV 89101

Bob Paine  
Zurich North American Insurance Company  
10 S. Riverside Plz.  
Chicago, IL 60606  
*Claims Adjustor for*  
*Zurich North American Insurance Company*

Joel Henriod, Esq.  
Lewis Roca Rothgerber Christie  
3993 Howard Hughes Parkway, Ste. 600  
Las Vegas, NV 89169  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

  
An Employee of SIMON LAW



# SENDER: COMPLETE THIS SECTION

- 1. Complete items 1, 2, and 3.
- 2. Print your name and address on the reverse so that we can return the card to you.
- 3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

American Grating  
1191 Center Point Dr.  
Ste. #  
Henderson, NV 89074

9590 9402 2854 7069 0807 57

Article Number (Transfer from service label)  
7017 1450 0001 0575 6328

PS Form 3811, July 2015 PSN 7530-02-000-9053

# COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

## 3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

# COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

Robert Vannah, Esq.  
Vannah & Vannah  
400 S. Seventh St., Ste.  
Las Vegas, NV. 89101

9590 9402 2854 7069 0807 02

Article Number (Transfer from service label)  
7017 1450 0001 0575 6328

PS Form 3811, July 2015 PSN 7530-02-000-9053

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- 2. Print your name and address on the reverse so that we can return the card to you.
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Article Addressed to:

Brian & Angela Edgeworth  
645 Saint Croix St.  
Henderson, NV 89012

9590 9402 2854 7069 0807 33

Article Number (Transfer from service label)  
7017 1450 0001 0575 6342

PS Form 3811, July 2015 PSN 7530-02-000-9053

# COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

## 3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

# COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

Edgeworth Family Trust  
645 Saint Croix St.  
Henderson, NV. 89012

9590 9402 2854 7069 0807 40

Article Number (Transfer from service label)  
7017 1450 0001 0575 6335

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



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 Print your name and address on the reverse  
 so that we can return the card to you.  
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 on the front if space permits.

Article Addressed to:

Michael Nunez, Esq.  
 Churchison & Commings  
 50 S. Rampart, Ste. 300  
 Las Vegas, NV 89145



590 9402 2854 7069 0892 86

Article Number (Transfer from service label)

7017 1450 0001 0575 6267

PS Form 3811, July 2015 PSN 7530-02-000-9053

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Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Article Addressed to:

Michael Sinnott, Esq.  
 Sinnott, Reels, Campaigne  
 Suret, APC  
 50 S. Hope St., Ste. 2350  
 Los Angeles, CA, 90071



590 9402 1294 5285 5765 01

Article Number (Transfer from service label)

7017 1450 0001 0575 6250

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

DAVE LINN  
 1-4-18

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Article Addressed to:

Joel Henrich, Esq.  
 Lewis Roba Rothgerber  
 Christie  
 3993 Howard Hughes Parkway  
 Ste. 600, Las Vegas, NV 89169



590 9402 2854 7069 0807 64

Article Number (Transfer from service label)

7017 1450 0001 0575 6311

PS Form 3811, July 2015 PSN 7530-02-000-9053

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Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Article Addressed to:

Theodore Parker, Esq.  
 Parker Nelson & Associates  
 2400 Professional Court  
 Ste. 200  
 Las Vegas, NV 89128



590 9402 2854 7069 0807 88

Article Number (Transfer from service label)

7017 1450 0001 0575 6281

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

THEODORE PARKER  
 JAN 13 2016  
 SIMONEH00000000

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt



## SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.  
☒ Print your name and address on the reverse so that we can return the card to you.  
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Boncast, Esq.  
 Cisneros & Marias  
 1100 N. Town Center Dr.  
 Ste. 130  
 Las Vegas, NV 89144

9590 9402 2854 7069 0807 95

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6298

PS Form 3811, July 2015 PSN 7530-02-000-9053

## SENDER: COMPLETE THIS SECTION

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☒ Print your name and address on the reverse so that we can return the card to you.  
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angela Bullock  
 Kinsale Insurance Co.  
 2021 Edward Holland Dr.  
 Ste. 600  
 Richmond, VA 23230

9590 9402 2854 7069 0892 79

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6274

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☒ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 J. K. Kinsale  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
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☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®  
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## COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 J. K. Kinsale  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
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☐ Insured Mail  
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☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SIMONEH0000035



*Steven D. Grierson*

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

1 COMP  
2 ROBERT D. VANNAH, ESQ.  
3 Nevada Bar. No. 002503  
4 JOHN B. GREENE, ESQ.  
5 Nevada Bar No. 004279  
6 VANNAH & VANNAH  
7 400 South Seventh Street, 4<sup>th</sup> Floor  
8 Las Vegas, Nevada 89101  
9 Telephone: (702) 369-4161  
10 Facsimile: (702) 369-0104  
11 [jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

12 *Attorneys for Plaintiffs*

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 EDGEWORTH FAMILY TRUST; AMERICAN  
16 GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON, d/b/a SIMON LAW; DOES  
20 I through X, inclusive, and ROE  
21 CORPORATIONS I through X, inclusive,

22 Defendants.

CASE NO.: A-18-767242-C  
DEPT NO.: Department 14

COMPLAINT

23 Plaintiffs EDGEWORTH FAMILY TRUST (EFT) and AMERICAN GRATING, LLC  
24 (AGL), by and through their undersigned counsel, ROBERT D. VANNAH, ESQ., and JOHN B.  
25 GREENE, ESQ., of VANNAH & VANNAH, and for their causes of action against Defendants,  
26 complain and allege as follows:

27 1. At all times relevant to the events in this action, EFT is a legal entity organized  
28 under the laws of Nevada. Additionally, at all times relevant to the events in this action, AGL is a  
domestic limited liability company organized under the laws of Nevada. At times, EFT and AGL  
are referred to as PLAINTIFFS.



2. PLAINTIFFS are informed, believe, and thereon allege that Defendant DANIEL S. SIMON (SIMON) is an attorney licensed to practice law in the State of Nevada and doing business as SIMON LAW.

3. The true names of DOES I through X, their citizenship and capacities, whether individual, corporate, associate, partnership or otherwise, are unknown to PLAINTIFFS who therefore sue these defendants by such fictitious names. PLAINTIFFS are informed, believe, and thereon allege that each of the Defendants, designated as DOES I through X, are or may be, legally responsible for the events referred to in this action, and caused damages to PLAINTIFFS, as herein alleged, and PLAINTIFFS will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendants, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

4. That the true names and capacities of Defendants named herein as ROE CORPORATIONS I through X, inclusive, are unknown to PLAINTIFFS, who therefore sue said Defendants by such fictitious names. PLAINTIFF are informed, believe, and thereon allege that each of the Defendants designated herein as a ROE CORPORATION Defendant is responsible for the events and happenings referred to and proximately caused damages to PLAINTIFFS as alleged herein. PLAINTIFFS ask leave of the Court to amend the Complaint to insert the true names and capacities of ROE CORPORATIONS I through X, inclusive, when the same have been ascertained, and to join such Defendants in this action.

5. DOES I through V are Defendants and/or employers of Defendants who may be liable for Defendant's negligence pursuant to N.R.S. 41.130, which states:

[e]xcept as otherwise provided in N.R.S. 41.745, whenever any person shall suffer personal injury by wrongful act, neglect or default of another, the person causing the injury is liable to the person injured for damages; and where the person causing the injury is employed by another person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person injured for damages.



6. Specifically, PLAINTIFFS allege that one or more of the DOE Defendants was and is liable to PLAINTIFFS for the damages they sustained by SIMON'S breach of the contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

7. ROE CORPORATIONS I through V are entities or other business entities that participated in SIMON'S breach of the oral contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

**FACTS COMMON TO ALL CLAIMS FOR RELIEF**

8. On or about May 1, 2016, PLAINTIFFS retained SIMON to represent their interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS. That dispute was subject to litigation in the 8<sup>th</sup> Judicial District Court as Case Number A-16-738444-C (the LITIGATION), with a trial date of January 8, 2018. A settlement in favor of PLAINTIFFS for a substantial amount of money was reached with defendants prior to the trial date.

9. At the outset of the attorney-client relationship, PLAINTIFFS and SIMON orally agreed that SIMON would be paid for his services at an hourly rate of \$550 and that fees and costs would be paid as they were incurred (the CONTRACT). The terms of the CONTRACT were never reduced to writing.

10. Pursuant to the CONTRACT, SIMON sent invoices to PLAINTIFFS on December 16, 2016, May 3, 2017, August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed PLAINTIFFS totaled \$486,453.09. PLAINTIFFS paid the invoices in full to SIMON. SIMON also submitted an invoice to PLAINTIFFS in October of 2017 in the amount of \$72,000. However, SIMON withdrew the invoice and failed to resubmit the invoice to PLAINTIFFS, despite a request to do so. It is unknown to PLAINTIFFS whether SIMON ever disclosed the final invoice to the defendants in the LITIGATION or whether he added those fees and costs to the mandated computation of damages.



1 11. SIMON was aware that PLAINTIFFS were required to secure loans to pay  
2 SIMON'S fees and costs in the LITIGATION. SIMON was also aware that the loans secured by  
3 PLAINTIFFS accrued interest.

4 12. As discovery in the underlying LITIGATION neared its conclusion in the late fall  
5 of 2017, and thereafter blossomed from one of mere property damage to one of significant and  
6 additional value, SIMON approached PLAINTIFFS with a desire to modify the terms of the  
7 CONTRACT. In short, SIMON wanted to be paid far more than \$550.00 per hour and the  
8 \$486,453.09 he'd received from PLAINTIFFS over the previous eighteen (18) months. However,  
9 neither PLAINTIFFS nor SIMON agreed on any terms.

10 13. On November 27, 2017, SIMON sent a letter to PLAINTIFFS setting forth  
11 additional fees in the amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he  
12 wanted to be paid in light of a favorable settlement that was reached with the defendants in the  
13 LITIGATION. The proposed fees and costs were in addition to the \$486,453.09 that PLAINTIFFS  
14 had already paid to SIMON pursuant to the CONTRACT, the invoices that SIMON had presented  
15 to PLAINTIFFS, the evidence produced to defendants in the LITIGATION, and the amounts set  
16 forth in the computation of damages disclosed by SIMON in the LITIGATION.

17 14. A reason given by SIMON to modify the CONTRACT was that he purportedly  
18 under billed PLAINTIFFS on the four invoices previously sent and paid, and that he wanted to go  
19 through his invoices and create, or submit, additional billing entries. According to SIMON, he  
20 under billed in the LITIGATION in an amount in excess of \$1,000,000.00. An additional reason  
21 given by SIMON was that he felt his work now had greater value than the \$550.00 per hour that  
22 was agreed to and paid for pursuant to the CONTRACT. SIMON prepared a proposed settlement  
23 breakdown with his new numbers and presented it to PLAINTIFFS for their signatures.

24 15. Some of PLAINTIFFS' claims in the LITIGATION were for breach of contract and  
25 indemnity, and a material part of the claim for indemnity against Defendant Lange was the fees  
26  
27  
28



1 and costs PLAINTIFFS were compelled to pay to SIMON to litigate and be made whole following  
2 the flooding event.

3 16. In support of PLAINTIFFS' claims in the LITIGATION, and pursuant to NRCP  
4 16.1, SIMON was required to present prior to trial a computation of damages that PLAINTIFFS  
5 suffered and incurred, which included the amount of SIMON'S fees and costs that PLAINTIFFS  
6 paid. There is nothing in the computation of damages signed by and served by SIMON to reflect  
7 fees and costs other than those contained in his invoices that were presented to and paid by  
8 PLAINTIFFS. Additionally, there is nothing in the evidence or the mandatory pretrial disclosures  
9 in the LITIGATION to support any additional attorneys' fees generated by or billed by SIMON, let  
10 alone those in excess of \$1,000,000.00.

11  
12 17. Brian Edgeworth, the representative of PLAINTIFFS in the LITIGATION, sat for a  
13 deposition on September 27, 2017. Defendants' attorneys asked specific questions of Mr.  
14 Edgeworth regarding the amount of damages that PLAINTIFFS had sustained, including the  
15 amount of attorneys fees and costs that had been paid to SIMON. At page 271 of that deposition, a  
16 question was asked of Mr. Edgeworth as to the amount of attorneys' fees that PLAINTIFFS had  
17 paid to SIMON in the LITIGATION prior to May of 2017. At lines 18-19, SIMON interjected:  
18 "They've all been disclosed to you." At lines 23-25, SIMON further stated: "The attorneys' fees  
19 and costs for both of these plaintiffs as a result of this claim have been disclosed to you long ago."  
20 Finally, at page 272, lines 2-3, SIMON further admitted concerning his fees and costs: "And  
21 they've been updated as of last week."  
22

23  
24 18. Despite SIMON'S requests and demands for the payment of more in fees,  
25 PLAINTIFFS refuse, and continue to refuse, to alter or amend the terms of the CONTRACT.

26 19. When PLAINTIFFS refused to alter or amend the terms of the CONTRACT,  
27 SIMON refused, and continues to refuse, to agree to release the full amount of the settlement  
28 proceeds to PLAINTIFFS. Additionally, SIMON refused, and continues to refuse, to provide



1 PLAINTIFFS with either a number that reflects the undisputed amount of the settlement proceeds  
2 that PLAINTIFFS are entitled to receive or a definite timeline as to when PLAINTIFFS can  
3 receive either the undisputed number or their proceeds.

4 20. PLAINTIFFS have made several demands to SIMON to comply with the  
5 CONTRACT, to provide PLAINTIFFS with a number that reflects the undisputed amount of the  
6 settlement proceeds, and/or to agree to provide PLAINTIFFS settlement proceeds to them. To  
7 date, SIMON has refused.

8  
9 **FIRST CLAIM FOR RELIEF**

10 **(Breach of Contract)**

11 21. PLAINTIFFS repeat and reallege each allegation set forth in paragraphs 1 through  
12 20 of this Complaint, as though the same were fully set forth herein.

13 22. PLAINTIFFS and SIMON have a CONTRACT. A material term of the  
14 CONTRACT is that SIMON agreed to accept \$550.00 per hour for his services rendered. An  
15 additional material term of the CONTRACT is that PLAINTIFFS agreed to pay SIMON'S  
16 invoices as they were submitted. An implied provision of the CONTRACT is that SIMON owed,  
17 and continues to owe, a fiduciary duty to PLAINTIFFS to act in accordance with PLAINTIFFS  
18 best interests.  
19

20 23. PLAINTIFFS and SIMON never contemplated, or agreed in the CONTRACT, that  
21 SIMON would have any claim to any portion of the settlement proceeds from the LITIGATION.

22 24. PLAINTIFFS paid in full and on time all of SIMON'S invoices that he submitted  
23 pursuant to the CONTRACT.  
24

25 25. SIMON'S demand for additional compensation other than what was agreed to in the  
26 CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for  
27 PLAINTIFFS to receive their settlement proceeds is a material breach of the CONTRACT.  
28



1 26. SIMON'S refusal to agree to release all of the settlement proceeds from the  
2 LITIGATION to PLAINTIFFS is a breach of his fiduciary duty and a material breach of the  
3 CONTRACT.

4 27. SIMON'S refusal to provide PLAINTIFFS with either a number that reflects the  
5 undisputed amount of the settlement proceeds that PLAINTIFFS are entitled to receive or a  
6 definite timeline as to when PLAINTIFFS can receive either the undisputed number or their  
7 proceeds is a breach of his fiduciary duty and a material breach of the CONTRACT.

8 28. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS  
9 incurred compensatory and/or expectation damages, in an amount in excess of \$15,000.00.

10 29. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS  
11 incurred foreseeable consequential and incidental damages, in an amount in excess of \$15,000.00.

12 30. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS have  
13 been required to retain an attorney to represent their interests. As a result, PLAINTIFFS are  
14 entitled to recover attorneys' fees and costs.

15 **SECOND CLAIM FOR RELIEF**

16 **(Declaratory Relief)**

17 31. PLAINTIFFS repeat and reallege each allegation and statement set forth in  
18 Paragraphs 1 through 30, as set forth herein.

19 32. PLAINTIFFS orally agreed to pay, and SIMON orally agreed to receive, \$550.00  
20 per hour for SIMON'S legal services performed in the LITIGATION.

21 33. Pursuant to four invoices, SIMON billed, and PLAINTIFFS paid, \$550.00 per hour  
22 for a total of \$486,453.09, for SIMON'S services in the LITIGATION.

23 34. Neither PLAINTIFFS nor SIMON ever agreed, either orally or in writing, to alter or  
24 amend any of the terms of the CONTRACT.



1 35. The only evidence that SIMON produced in the LITIGATION concerning his fees  
2 are the amounts set forth in the invoices that SIMON presented to PLAINTIFFS, which  
3 PLAINTIFFS paid in full.

4 36. SIMON admitted in the LITIGATION that the full amount of his fees incurred in  
5 the LITIGATION was produced in updated form on or before September 27, 2017. The full  
6 amount of his fees, as produced, are the amounts set forth in the invoices that SIMON presented to  
7 PLAINTIFFS and that PLAINTIFFS paid in full.

8 37. Since PLAINTIFFS and SIMON entered into a CONTRACT; since the  
9 CONTRACT provided for attorneys' fees to be paid at \$550.00 per hour; since SIMON billed, and  
10 PLAINTIFFS paid, \$550.00 per hour for SIMON'S services in the LITIGATION; since SIMON  
11 admitted that all of the bills for his services were produced in the LITIGATION; and, since the  
12 CONTRACT has never been altered or amended by PLAINTIFFS, PLAINTIFFS are entitled to  
13 declaratory judgment setting forth the terms of the CONTRACT as alleged herein, that the  
14 CONTRACT has been fully satisfied by PLAINTIFFS, that SIMON is in material breach of the  
15 CONTRACT, and that PLAINTIFFS are entitled to the full amount of the settlement proceeds.

16 **THIRD CLAIM FOR RELIEF**

17 **(Conversion)**

18 38. PLAINTIFFS repeat and reallege each allegation and statement set forth in  
19 Paragraphs 1 through 37, as set forth herein.

20 39. Pursuant to the CONTRACT, SIMON agreed to be paid \$550.00 per hour for his  
21 services, nothing more.

22 40. SIMON admitted in the LITIGATION that all of his fees and costs incurred on or  
23 before September 27, 2017, had already been produced to the defendants.



1 41. The defendants in the LITIGATION settled with PLAINTIFFS for a considerable  
2 sum. The settlement proceeds from the LITIGATION are the sole property of PLAINTIFFS.

3 42. Despite SIMON'S knowledge that he has billed for and been paid in full for his  
4 services pursuant to the CONTRACT, that PLAINTIFFS were compelled to take out loans to pay  
5 for SIMON'S fees and costs, that he admitted in court proceedings in the LITIGATION that he'd  
6 produced all of his billings through September of 2017, SIMON has refused to agree to either  
7 release all of the settlement proceeds to PLAINTIFFS or to provide a timeline when an undisputed  
8 amount of the settlement proceeds would be identified and paid to PLAINTIFFS.

9  
10 43. SIMON'S retention of PLAINTIFFS' property is done intentionally with a  
11 conscious disregard of, and contempt for, PLAINTIFFS' property rights.

12 44. SIMON'S intentional and conscious disregard for the rights of PLAINTIFFS rises  
13 to the level of oppression, fraud, and malice, and that SIMON has also subjected PLAINTIFFS to  
14 cruel, and unjust, hardship. PLAINTIFFS are therefore entitled to punitive damages, in an amount  
15 in excess of \$15,000.00.  
16

17 45. As a result of SIMON'S intentional conversion of PLAINTIFFS' property,  
18 PLAINTIFFS have been required to retain an attorney to represent their interests. As a result,  
19 PLAINTIFFS are entitled to recover attorneys' fees and costs.  
20

21  
22 **PRAYER FOR RELIEF**

23 Wherefore, PLAINTIFFS pray for relief and judgment against Defendants as follows:

- 24 1. Compensatory and/or expectation damages in an amount in excess of \$15,000;  
25 2. Consequential and/or incidental damages, including attorney fees, in an amount in  
26 excess of \$15,000;  
27 3. Punitive damages in an amount in excess of \$15,000;  
28 4. Interest from the time of service of this Complaint, as allowed by N.R.S. 17.130;



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5. Costs of suit; and,

6. For such other and further relief as the Court may deem appropriate.

DATED this 3 day of January, 2018.

VANNAH & VANNAH

  
ROBERT D. VANNAH, ESQ. (4272)



VANNAH & VANNAH  
AN ASSOCIATION OF ATTORNEYS  
INCLUDING PROFESSIONAL CORPORATIONS

January 4, 2018

**VIA EMAIL:** sguindy@bankofnevada.com

Sarah Guindy  
Executive Vice President,  
Corporate Banking Manager  
**BANK OF NEVADA**  
2700 W. Sahara Avenue  
Las Vegas, NV 89102

**Re: Joint Trust Account**

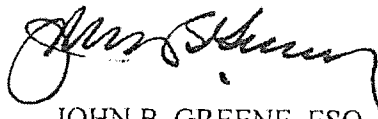
Dear Ms. Guindy:

As requested, please let this letter serve as the written basis for the creation of the subject Joint Trust Account (the Account). A litigated matter was recently settled for a considerable amount of money and Daniel S. Simon, Esq., has asserted an attorneys' lien to a portion of the proceeds. Thereafter, Brian Edgeworth retained Robert D. Vannah, Esq., as his personal counsel and Mr. Simon retained James R. Christensen, Esq., as his personal counsel. The parties and their counsel have agreed that the subject proceeds shall be deposited in the Account pending the resolution of this matter. It is the desire of the parties that the account be created, named, and administered as discussed and that the proceeds accrue interest pending the resolution.

If you have any questions, please contact me directly at (702) 853-4338.

Sincerely,

VANNAH & VANNAH



JOHN B. GREENE, ESQ.

JBG/jr  
Cc James R. Christensen, Esq. (via email)  
Robert D. Vannah, Esq. (via email)



# Fwd: Edgeworth

James R. Christensen

Tue 1/9/2018 4:30 PM

Sent Items

To: Daniel Simon <dan@danielsimonlaw.com>;

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Robert Vannah <rvannah@vannahlaw.com>

Date: 1/9/18 3:32 PM (GMT-08:00)

To: "James R. Christensen" <jim@jchristensenlaw.com>

Cc: John Greene <jgreene@vannahlaw.com>

Subject: Re: Edgeworth

I guess he could move to withdraw. However, that doesn't seem in his best interests. I'm pretty sure that you see what would happen if our client has to spend lots more money bringing someone else up to speed. So, it's up to him. Our client hasn't terminated him. We want this fee matter resolved by a Judge and jury.

Sent from my iPad

On Jan 9, 2018, at 3:21 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

John,

That is factually correct. However, Mr. Simon was served today. You must have understood that act could have impact.

The Lange status is that Mr. Simon made changes to the proposed closing documents last week. The ball is currently in defense attorney's court.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

AA00122

SIMONEH0000450



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**From:** John Greene <jgreene@vannahlaw.com>

**Sent:** Tuesday, January 9, 2018 10:23:56 AM

**To:** James R. Christensen

**Cc:** rvannah@vannahlaw.com

**Subject:** Re: Edgeworth

Jim:

I believe that Danny is still the attorney of record in that litigation. He settled the case, but we're just waiting on a release and the check.

John

On Tue, Jan 9, 2018 at 9:57 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

I need to look into the propriety of Danny wrapping up Lange-after he has been sued and served. I will need to read the complaint.

I have a full schedule today and tomorrow, but will try to get to this as soon as I can.

Jim

James R. Christensen

Law Office of James R. Christensen PC

601 S. 6th St.

Las Vegas NV 89101

(702) 272-0406

---

**From:** John Greene <jgreene@vannahlaw.com>

**Sent:** Tuesday, January 9, 2018 9:50:49 AM

**To:** James R. Christensen

**Cc:** rvannah@vannahlaw.com

**Subject:** Re: Edgeworth

Jim:

Is there an update that Danny can provide on the Lange settlement? The clients would like to get everything wrapped up as soon as possible. Thank you.

John

On Tue, Jan 9, 2018 at 9:12 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

Thanks for the call. I am authorized to accept service.

As I mentioned during the call, I anticipate an hourly bill will be completed next week prior to funds clearing. I suggest you wait until receipt & review of the hourly bill. We may be able to avoid unnecessary litigation costs and expenses.

AA00123

SIMONEH0000451



Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
jgreene@vannahlaw.com


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John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
jgreene@vannahlaw.com



Name Robert Vannah & Daniel Simon 94-177/1224  
Account No 8487284141 Date 1-18-18 2130

Pay to the Order of American Grating, LLC \$3,950,561.<sup>27</sup>  
Three million nine hundred fifty thousand five hundred Dollars  
sixty one and 27/100

 BANK OF NEVADA  
A Division of Western Alliance Bank, Member FDIC  
(877) 290-2265

For Viking Settlement 

⑆122401778⑆ 8487284141⑆

Holland Clark INTOUCH'S CUSTOM CREATIONS

AA00125

SIMONEH0000453



## **DECLARATION AND EXPERT REPORT OF DAVID A. CLARK**

This Report sets forth my expert opinion on issues in the above-referenced matter involving Nevada law and the Nevada Rules of Professional Conduct<sup>1</sup> as are intended within the meaning of NRS 50.275, *et seq.* I was retained by Defendant, Daniel S. Simon, in the above litigation. The following summary is based on my review of materials provided to me, case law, and secondary sources cited below which I have reviewed.

I have personal knowledge of the facts set forth below based on my review of materials referenced below. I am competent to testify as to all the opinions expressed below. I have been a practicing attorney in California (inactive) and Nevada since 1990. For 15 years I was a prosecutor with the Office of Bar Counsel, State Bar of Nevada, culminating in five years as Bar Counsel. I left the State Bar in July 2015 and reentered private practice. I have testified once before in deposition and at trial as a designated expert in a civil case. I was also retained and produced a report in another civil case. My professional background is attached as Exhibit 1.

### **SCOPE OF REPRESENTATION.**

I was retained to render an opinion regarding the professional conduct of attorney Daniel S. Simon, arising out of his asserting an attorney's lien and the handling of settlement funds in his representation of Plaintiffs in *Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.*, Case No. A738444-C.

### **SUMMARY OPINION.**

It is my opinion to a reasonable degree of probability that Mr. Simon's conduct is lawful, ethical and does not constitute a breach of contract or conversion as those claims are pled in *Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C, filed January 4, 2018, in the Eighth Judicial District Court.

### **BACKGROUND FACTS.**

In May 2016, Mr. Simon agreed to assist Plaintiffs in efforts to recover for damages resulting from flooding to Plaintiffs' home. Eventually, Mr. Simon filed suit in June 2016. The case was styled *Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.*, Case No. A738444-C and was litigated in the Eighth Judicial District Court, Clark County, Nevada.

As alleged in the Complaint (*Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C, filed January 4, 2018), the parties initially agreed that Mr. Simon would charge \$550.00 per hour for the representation. There was no written fee agreement. Complaint, ¶ 9. Toward the end of discovery, and on the eve of trial, the matter settled for \$6 million, an amount characterized in the Complaint as having "blossomed from one of mere property damage to one of significant and additional value." Complaint, ¶ 12.

On or about November 27, 2017, Mr. Simon sent a letter to Plaintiffs, setting forth

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<sup>1</sup> The Nevada Rules of Professional Conduct ("RPC") did not enact the preamble and comments to the ABA Model Rules of Professional Conduct. However, Rule 1.0A provides in part that preamble and comments to the ABA Model Rules of Professional Conduct may be consulted for guidance in interpreting and applying the NRPC, unless there is a conflict between the Nevada Rules and the preamble or comments.



additional fees in an amount in excess of \$1 million. Complaint, ¶ 13. Thereafter, Mr. Simon was notified that the clients had retained Robert Vannah to represent them, as well. On December 18, 2017, Mr. Simon received two (2) checks from Zurich American Insurance Company, totaling \$6 million, and payable to “Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC, and the Law Offices of Daniel Simon.”

That same morning, Mr. Simon immediately called and then sent an email to the clients’ counsel requesting that the clients endorse the checks so they could be deposited into Mr. Simon’s trust account. According to the email thread, in a follow up telephone call between Mr. Simon and Mr. Greene, Mr. Greene informed that the clients were unavailable to sign the checks until after the New Year. Mr. Simon informed Mr. Greene that he was available the rest of the week but was leaving town Friday, December 22, 2017, for a family vacation and not returning until the New Year.

In a reply email, Mr. Greene stated that he would “be in touch regarding when the checks can be endorsed.” Mr. Greene acknowledged that Mr. Simon mentioned a dispute regarding the fee and requested that Mr. Simon provide the exact amount to be kept in the trust account until the dispute is resolved. Mr. Greene asked that this information be provided “either directly or indirectly” through Mr. Simon’s counsel.

On December 19, 2017, Mr. Simon’s counsel, James Christensen, sent an email indicating that Mr. Simon was working on the final bill but that the process might take a week or two, depending on holiday staffing. However, since the clients were unavailable until after the New Year, this discussion was likely moot.

On Saturday evening, December 23, 2017, Plaintiff’s counsel, Robert Vannah, replied by email asking if the parties would agree to placing the settlement monies into an escrow account instead of Mr. Simon’s attorney trust account. Mr. Vannah indicated that he needed to know “right after Christmas.” Mr. Christensen replied on December 26, 2017, reiterating that Mr. Simon is out of town through the New Year and was informed the clients are, as well.

Mr. Vannah then replied the same day indicating that the clients are available before the end of the year, and that they will not sign the checks to be deposited into Mr. Simon’s trust account. Mr. Vannah again suggested an interest-bearing escrow account. By letter dated December 27, 2017, Mr. Christensen replied in detail to Mr. Vannah’s email, discussing problems with using an escrow account as opposed to an attorney’s trust account.

I am informed that following the email and letter exchange, Mr. Simon provided an amended attorneys’ lien dated January 2, 2018, for a net sum of \$1,977, 843.80 as the reasonable value for his services. Thereafter, the parties opened a joint trust account for the benefit of the clients on January 8, 2018. The clients endorsed the settlement checks for deposit. Due to the size of the checks, there was a hold of 7 business days, resulting the monies being available around January 18, 2018.

On January 4, 2018, Plaintiffs filed a Complaint in District Court, styled *Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law*, Case No. A-18-767242-C (Complaint). The Complaint asserts claims for relief against Mr. Simon: breach of contract, declaratory relief, and conversion.

The breach of contract claim states:

25. SIMON’s demand for additional compensation other than what was agreed to in the CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for PLAINTIFFS to receive their settlement proceeds



is a material breach of the CONTRACT.

26. SIMON'S refusal to release all of the settlement proceeds from the LITIGATION to PLAINTIFFS is a breach of his fiduciary duty and a material breach of the contract.

27. SIMON'S refusal to provide PLAINTIFFS with either a number that reflects the undisputed amount of the settlement proceeds that PLAINTIFFS are entitled to receive or a definitive timeline as to when PLAINTIFFS can receive either the undisputed number or their proceeds is a breach of his fiduciary duty and a material breach of the CONTRACT.

As to the third claim for relief for conversion, the Complaint states:

43. SIMON'S retention of PLAINTIFF'S property is done intentionally with a conscious disregard of, and contempt for, PLAINTIFF'S property rights.

## ANALYSIS AND OPINIONS.

### **Breach of Contract**

All attorneys' fees that are contracted for, charged, and collected, must be reasonable.<sup>2</sup> An attorney may also face disciplinary investigation and sanction pursuant to the inherent authority of the courts for violating RPC 1.5 (Fees).<sup>3</sup> As such, all attorney fees and fee agreements are subject to judicial review.

Nevada law grants to an attorney a lien for the attorney's fees even without a fee agreement,

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

NRS 18.015(2) (emphasis added).<sup>4</sup> This statute provides for the mechanism to perfect the lien and for the court to adjudicate the rights and amount of the fee. The Rules of Professional Conduct direct the ethical attorney to comply with such procedures. "Law may prescribe a procedure for determining a lawyer's fee. . . . The lawyer entitled to such a fee and a lawyer representing another party concerned with the fee should comply with the prescribed procedure." Model R. Prof. Conduct 1.5 cmt 9 (ABA 2015).

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<sup>2</sup> RPC 1.5(a) ("A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses."); *see, also* Restatement (Third) of the Law Governing Lawyers §34 (2000) ("a lawyer may not charge a fee larger than is reasonable in the circumstances or that is prohibited by law.").

<sup>3</sup> SCR 99, 101; *see, also* Restatement (Third) of the Law Governing Lawyers §42, cmt b(v) (2000) ("A court in which a case is pending may, in its discretion, resolve disputes between a lawyer and client concerning fees for services in that case. . . . Ancillary jurisdiction derives historically from the authority of the courts to regulate lawyers who appear before them.").

<sup>4</sup> *See, also* Restatement (Third) of the Law Governing Lawyers §39 (2000) ("If a client and a lawyer have not made a valid contract providing for another measure of compensation, a client owes a lawyer who has performed legal services for the client the fair value of the lawyer's services").



In this instance, the fact that Mr. Simon has availed himself of his statutory lien right under Nevada law, a lien that attaches to every attorney-client relationship, regardless of agreement, cannot be a breach of contract. Mr. Simon is simply submitting his claim for services to judicial review, as the law not only allows, but requires.

In Nevada, “the plaintiff in a breach of contract action [must] show (1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach.”<sup>5</sup> Here, there is neither breach nor damages arising from Mr. Simon’s actions. The parties cannot contract for fees beyond the review of the courts. Mr. Simon cannot even contract for an unreasonable fee, much less charge or collect one. Likewise, Plaintiff has an obligation to compensate Mr. Simon the fair value of his services.

By operation of law, NRS 18.015, and this court’s review, is an inherent term of the attorney-client fee arrangement, both with and without an express agreement. And, asserting his rights under the law, as encouraged by the Rules of Professional Conduct (“should comply with the prescribed procedure”) does not constitute a breach of contract. Moreover, as discussed below, under these facts, Plaintiffs cannot establish damages and the cause of action fails.

RPC 1.15 requires that the undisputed sum should be promptly disbursed. Based upon the facts as I know them, Mr. Simon has promptly secured the money in a trust account and promptly conveyed the amount of his claimed additional compensation on January 2, 2018, which is prior to the filing of the Complaint and prior to the funds becoming available for disbursement. Thus, Mr. Simon has complied with the requirements of RPC 1.15 and his actions do not support a claimed breach of contract on the alleged basis of delay in paragraphs 26 and 27 of the Complaint.

### **Conversion**

RPC 1.15 (Safekeeping Property) addresses a lawyer’s duties when safekeeping property for clients or third-parties. It provides in pertinent part:

(a) A lawyer shall hold funds or other property of clients or third persons that is in a lawyer’s possession in connection with a representation separate from the lawyer’s own property. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer’s office is situated, or elsewhere with the consent of the client or third person.

. . . . .

(e) When in the course of representation a lawyer is in possession of funds or other property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

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<sup>5</sup>*Saini v. Int’l Game Tech.*, 434 F.Supp.2d 913, 919–20 (D.Nev.2006) (citing *Richardson v. Jones*, 1 Nev. 405, 408 (1865)).



Normally, client settlement funds are placed in the attorney's IOLTA trust account (Interest On Lawyer's Trust Account) with the interest payable to the Nevada Bar Foundation to fund legal services. Supreme Court Rules (SCR) 216-221. However, these accounts are for "clients' funds which are nominal in amount or to be held for a short period of time." SCR 78.5(9).

In our case, the settlement amount is substantial and the parties have agreed to place the sums into a separate trust account with interest accruing to the clients. This action comports entirely with Supreme Court Rules:

**SCR 219. Availability of earnings to client.** Upon request of a client, when economically feasible, earnings shall be made available to the client on deposited trust funds which are neither nominal in amount nor to be held for a short period of time.

**SCR 220. Availability of earnings to attorney.** No earnings from clients' funds may be made available to a member of the state bar or the member's law firm except as disbursed through the designated Bar Foundation for services rendered.

Therefore, Plaintiff's settlement monies are both segregated from Mr. Simon's own funds in a designated trust account, interest accruing to the client, and, by Supreme Court rule, Mr. Simon cannot obtain any earnings.

Conversion has been defined as "a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights."<sup>6</sup>

At the time of the filing of the complaint, Mr. Simon had already provided the clients with the amount of his claimed charging lien. Further, at the time of the filing of the Complaint, the clients had not endorsed nor deposited the settlement checks. Even if the funds had cleared the account when the complaint was filed, the monies are still segregated from Mr. Simon's ownership and benefit. He has followed the established rules of the Supreme Court governing the safekeeping of such funds when there is a dispute regarding possession. There is neither conversion of these funds (either in principal or interest) nor damages to Plaintiffs.

Based upon the foregoing, it is my opinion that Mr. Simon's conduct in this matter fails to constitute a breach of contract or conversion of property belonging to Plaintiffs.

#### **AMENDMENT AND SUPPLEMENTATION.**

Each of the opinions set forth herein is based upon my personal review and analysis. This report is based on information provided to me in connection with the underlying case as reported herein. Discovery is on-going. I reserve the right to amend or supplement my opinions if further compelling information is provided to me to clarify or modify the factual basis of my opinions.

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<sup>6</sup> *M.C. Multi-Fam. Dev., L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536, 542-43 (Nev. 2008).



**INFORMATION CONSIDERED IN REVIEWING UNDERLYING  
FACTS AND IN RENDERING OPINIONS.**

In reviewing this matter, and rendering these opinions, I relied on and/or reviewed the authorities cited throughout this report and the following materials:

<b>Doc No.</b>	<b>Document Description</b>	<b>Date</b>
1.	Complaint – (A-18-767242-C) <i>Edgeworth Family Trust, American Grating, Inc. v. Daniel S. Simon d/b/a Simon Law</i>	1/4/2018
2.	Letter from James R. Christensen to Robert D. Vannah, consisting of four (4) pages and referenced Exhibits 1 and 2, consisting of two (2) and four (4) pages, respectively.	12/27/2017
3.	Exhibit 1 to letter - Copies of two (2) checks from Zurich American Insurance Company, totaling \$6 million, and payable to “Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC, and the Law Offices of Daniel Simon	12/18/2017
4.	Exhibit 2 to letter - Email thread between and among Daniel Simon, John Greene, James R. Christensen, and Robert D. Vannah, consisting of four (4) pages	12/18/201– 12/26/2017
5.	Notice of Amended Attorneys Lien, filed and served in the case of <i>Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.</i> , Case No. A738444-C	1/2/2018
6.	Deposition Transcript of Brian J. Edgeworth, in the case of <i>Edgeworth Family Trust and American Grating, LLC v. Lange Plumbing, LLC, The Viking Corp., et al.</i> , Case No. A738444-C	9/29/2017

**BIOGRAPHICAL SUMMARY/QUALIFICATIONS.**

Please see the attached curriculum vitae as Exhibit 1. Except as noted, I have no other publications within the past ten years.

**OTHER CASES.**

1. I was engaged and testified as an expert in:

*Renown Health, et al. v. Holland & Hart, Anderson*  
Second Judicial District Court Case No. CV14-02049  
Reno, Nevada

Report April 2016; Rebuttal Report June 2016

Deposition Testimony August 2016; Trial testimony October 2016

2. I was engaged and prepared a report in:

*Marjorie Belsky, M.D., Inc. d/b/a Integrated Pain Specialists v. Keen Ellsworth, Ellsworth & Associates, Ltd. d/b/a Affordable Legal; Ellsworth & Bennion, Chtd.*  
Case No. A-16-737889-C



Report December 2016.

**COMPENSATION.**

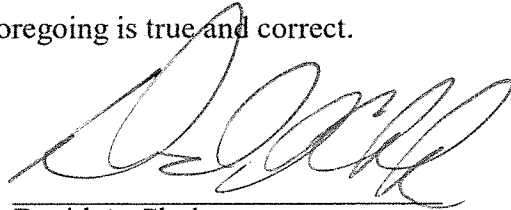
For this report, I charged an hourly rate is \$350.00.

**DECLARATION**

I am over the age of 18 and competent to testify to the opinions stated herein. I have personal knowledge of the facts herein based on my review of the materials referenced herein. I am competent to testify to my opinions expressed in this Declaration.

I declare under penalty of perjury that the foregoing is true and correct.

Date: January 18, 2018

A handwritten signature in black ink, appearing to read 'David A. Clark', written over a horizontal line.

David A. Clark



## David A. Clark

Lipson | Neilson

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052 (702) 382-1500 – office

(702) 382-1512 – fax

(702) 561-8445 – cell

[dclark@lisponneilson.com](mailto:dclark@lisponneilson.com)

### Biographical Summary

For 15 years, Mr. Clark was a prosecutor in the Office of Bar Counsel, culminating in five years as Bar Counsel. Mr. Clark prosecuted personally more than a thousand attorney grievances from investigation through trial and appeal, along with direct petitions to the Supreme Court for emergency suspensions and reciprocal discipline. Two of his cases resulted in reported decisions, *In re Discipline of Droz*, 123 Nev. 163, 160 P.3d 881 (2007) and *In re Discipline of Lerner*, 124 Nev. 1232, 197 P.3d 1067 (2008).

Mr. Clark established the training regimen and content for members of the Disciplinary Boards, which hears discipline prosecutions. He proposed and obtained numerous rule changes to Nevada Rules of Professional Conduct and the Supreme Court Rules governing attorney discipline. He drafted the first-ever Discipline Rules of Procedure that were adopted by a task force and the Board of Governors in July 2014.

Mr. Clark has presented countless CLE-accredited seminars on all aspects of attorney ethics for the State Bar of Nevada, the Clark County Bar Assn., the National Organization of Bar Counsel (NOBC), the National Assn. of Bar Executives (NABE), and the Association of Professional Responsibility Lawyers (APRL). He has spoken on ethics and attorney discipline before chapters of paralegal groups and SIU fraud investigators, as well as in-house for the Nevada Attorney General's office and the Clark County District Attorney.

Mr. Clark received his Juris Doctor from Loyola Law School of Los Angeles following a B.S. in Political Science from Claremont McKenna College. He is admitted in Nevada and California (inactive), the District of Nevada, the Central District of California, the Ninth Circuit Court of Appeals, and the United States Supreme Court.

### Work Experience

August 2015 - present

**Lipson | Neilson**

9900 Covington Cove Drive, Suite 120

Las Vegas, Nevada 89144-7052

*Partner*



November 2000 –  
July, 2015

**Office of Bar Counsel  
State Bar of Nevada**

January 2011 -  
July 2015

Bar Counsel

May 2007 -  
December 2010

Deputy Bar Counsel/  
General Counsel to Board of Governors

April 2010 -  
September 2010

Acting Director of Admissions

January 2007 -  
May 2007

Acting Bar Counsel

November 2000 -  
December 2006

Assistant Bar Counsel

May 1997 –  
October 2000

**Stephenson & Dickinson**  
*Litigation Associate Attorney*

November 1996 -  
May 1997

**Earley & Dickinson**  
*Litigation Associate Attorney*

April 1995 -  
August 1996

**Thorndal, Backus, Armstrong & Balkenbush**  
*Litigation Associate Attorney*

May 1992 -  
March 1995

**Brown & Brown**  
*Associate Attorney*

September 1990 -

**Gold, Marks, Ring & Pepper** (California) March 1992  
*Litigation Associate Attorney*

**Education**

1987 - 1990

Loyola of Los Angeles Law School  
*Juris Doctor*

1980 – 1985

Claremont McKenna College (CA) *B.S., Political Science*



## Expert Retention and Testimony

1. *Renown Health, et al. v. Holland & Hart, Anderson*  
Second Judicial District Court Case No. CV14-02049  
Reno, Nevada

Report April 2016; Rebuttal Report June 2016  
Deposition Testimony August 2016; Trial testimony October 2016

2. *Marjorie Belsky, M.D., Inc. d/b/a Integrated Pain Specialists v. Keen Ellsworth, Ellsworth & Associates, Ltd. d/b/a Affordable Legal; Ellsworth & Bennion, Chtd.*  
Case No. A-16-737889-C

Report December 2016.

## Reported Decisions

*In re Discipline of Droz*, 123 Nev. 163, 160 P.3d 881 (2007) (Authority of Supreme Court to discipline non-Nevada licensed attorney).

*In re Discipline of Lerner*, 124 Nev. 1232, 197 P.3d 1067 (2008) (Only third Nevada case defining practice of law).

## Recent Continuing Legal Education Taught

Office of Bar Counsel 2011 – 2015	Training of New Discipline Board members (twice yearly)
2011 SBN Family Law Conf. March 2011	Ethics and Malpractice
2011 State Bar Annual Meeting June 2011	Breach or No Breach: Questions in Ethics
Nevada Paralegal Assn./SBN April 2012	Crossing the UPL Line: What Attorneys Should Not Delegate to Assistants
2012 State Bar Annual Meeting July 2012	Lawyers and Loan Modifications: Perfect Storm or Perfect Solution
State Bar Ethics Year in Review December 2012	How Not to Leave a Firm
State Bar of Nevada June 2013	Ethics in Discovery
2013 State Bar Annual Meeting July 2013	Practice like an Attorney, not a Respondent



	Ethical Issues in Law Practice Promotion (Advertising)
	Going Solo: Building and Marketing Your Firm
Nevada Attorney General December 2013	Civility and Professionalism
Clark County Bar Assn. June 2014	Legal Ethics: Current Trends
UNLV Boyd School of Law July 2014	Discipline Process
2014 NV Prosecutors Conf. September 2014	Unauthorized Practice of Law
State Bar of Nevada November 2014	Let's Be Blunt: Ethics of Medical Marijuana
State Bar Ethics Year in Review December 2014	Ethics, civility, discipline process
LV Valley Paralegal Assn. Annual Meeting, April 2015	Paralegal Ethics
UNLV Boyd SOL May 2015	Navigating the Potholes: Attorney Ethics of Medical Marijuana
Assn. of Professional Responsibility Lawyers (APRL) February 2016 Mid-Year Mtg.	Patently different? Duty of Disclosure under USPTO and State Law (Panel member)
The Seminar Group July 2017	Medical & Recreational Marijuana in Nevada
State Bar of Nevada SMOLO Institute October 2017	Attorney-Client Confidentiality

### **Press Appearances**

May 8, 2014 Channel 3 (Las Vegas)	Ralston Report. Ethics of attorneys owning medical marijuana businesses.
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### **Practice Areas**

Insurance and Commercial Litigation, Legal Malpractice, Ethics, Discipline Defense.



**ORIGINAL**

Electronically Filed  
1/24/2018 10:39 AM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

James R. Christensen Esq.  
Nevada Bar No. 3861  
JAMES R. CHRISTENSEN PC  
601 S. 6<sup>th</sup> Street  
Las Vegas NV 89101  
(702) 272-0406  
(702) 272-0415 fax  
jim@jchristensenlaw.com  
Attorney for SIMON

Eighth Judicial District Court

District of 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.

Case No.: A738444

Dept. No.: 10

**MOTION TO ADJUDICATE  
ATTORNEY LIEN OF THE LAW  
OFFICE DANIEL SIMON PC;  
ORDER SHORTENING TIME**

Date of Hearing:


Time of Hearing:

DEPARTMENT X  
NOTICE OF HEARING  
DATE 1/30/18 TIME 9:30  
APPROVED BY JD



1 The LAW OFFICE OF DANIEL S. SIMON, P.C. moves the Court for an  
2 Order adjudicating its attorney lien on shortened time.

3 DATED this 23<sup>rd</sup> day of January, 2018.

4  
5   
6 James R. Christensen Esq.  
7 Nevada Bar No. 3861  
8 James R. Christensen PC  
9 601 S. Sixth Street  
10 Las Vegas NV 89101  
11 (702) 272-0406  
12 (702) 272-0415 fax  
13 jim@jchristensenlaw.com  
14 Attorney for LAW OFFICE OF  
15 DANIEL S. SIMON, P.C.  
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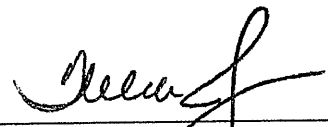


1  
2  
3 **ORDER SHORTENING TIME/NOTICE OF MOTION**


4 Good cause appearing, it is hereby

5 ORDERED the Motion to Adjudicate Attorney Lien of the LAW OFFICE  
6 OF DANIEL S. SIMON, P.C. may be heard on shortened time on the 30 day of  
7 January, 2018, at the hour of 9:30, or as soon thereafter as counsel  
8 may be heard, before Department 10 of the Eighth Judicial District Court.

9 DATED this 23 day of January, 2018.

10   
DISTRICT COURT JUDGE  
sw

11 Submitted by:

12   
13 James R. Christensen Esq.  
14 Nevada Bar No. 3861  
15 James R. Christensen PC  
16 601 S. 6<sup>th</sup> Street  
17 Las Vegas NV 89101  
18 (702) 272-0406  
19 (702) 272-0415 fax  
20 jim@jchristensenlaw.com  
21 Attorney for LAW OFFICE OF DANIEL S. SIMON, P.C.  
22  
23  
24  
25



**DECLARATION OF COUNSEL IN SUPPORT OF  
ORDER SHORTENING TIME**

1. I, JAMES R. CHRISTENSEN, make this Declaration of my own personal knowledge and under the penalty of perjury pursuant to NRS 53.045.

2. I represent the LAW OFFICE OF DANIEL S. SIMON, P.C. on the motion to adjudicate the attorney charging lien in this case.

3. The attorney lien statute provides for hearing a motion to adjudicate a charging lien on five days of notice. NRS 18.015(6).

4. The clients have alleged that they have suffered, and will suffer, damages from delay in settling the attorney fee. Accordingly, shortened time is requested to alleviate any potential resulting prejudice that the clients may claim caused by an alleged delay in settling the fee.

This motion is filed in good faith and not for any purpose of undue delay or harassment.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated this 18<sup>th</sup> day of January, 2018.



James R. Christensen



## POINTS AND AUTHORITIES

### **I. INTRODUCTION**

Danny and Eleya Simon were close family friends with Brian and Angela Edgeworth for many years. On April 10, 2016, a house Brian Edgeworth was building suffered a flood. In May of 2016, Mr. Simon agreed to help his friend with the flood claim. Because they were friends, Mr. Simon worked without an express fee agreement.

The plumber's work caused the flood, however, the plumber blamed a fire sprinkler and refused to repair or to pay for repairs. On June 16, 2016, a complaint was filed against the plumber and fire sprinkler manufacturer. The original cost of construction of the house was about \$3M. The case settled for \$6.1M<sup>1</sup>.

There is a dispute over the reasonable fee due The Law Office of Daniel S. Simon, A Professional Corporation. This Court is respectfully requested to adjudicate the attorney's charging lien pursuant to NRS 18.015.

---

<sup>1</sup> Brian Edgeworth refused to pay a \$24,117.50 remediation contractor bill because the contractor did not have a signed contract. The settlement totals \$6,075,882.50; \$6.1M less the remediation bill.



## II. THE CHARGING LIEN STATUE

A charging lien is a “creature of statute”. *Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish*, 216 P.3d 779, 782 (Nev. 2009).

The charging lien statute is NRS 18.015. NRS 18.015 was amended in 2013. The current version of the statute applies. The 2013 statute states in full:

### **NRS 18.015 Lien for attorney’s fees: Amount; perfection; enforcement.**

1. An attorney at law shall have a lien:

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

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

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

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



1 4. A lien pursuant to:

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

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

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

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

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

20 (Added to NRS by 1977, 773; A 2013, 271)

### 21 **III. PRINCIPLES OF LAW**

22 The law office moves for adjudication of its charging lien. The following  
23 principles of law apply:

- 24 • The Court has personal jurisdiction "to adjudicate a fee dispute based on a  
25 charging lien". *Argentina*, 216 P.3d at 782-83.
- The Court has subject matter jurisdiction to adjudicate a fee dispute based on  
a charging lien. *Argentina*, 216 P.3d at 783.



- 1 • An attorney “shall have a lien” on a case they worked on for a client. NRS  
2 18.015(1)(a).
- 3 • If there is no express contract, the charging lien is for a “reasonable fee”.  
4 NRS 18.015(2); *Gordon v. Stewart*, 324 P.2d 234 (Nev. 1958); and, *see*,  
5 *Golightly v. Gassner*, 281 P.3d 1176 (table) (Nev. 2009).
- 6 • A reasonable fee is determined by the factors in *Brunzell v. Golden Gate*  
7 *Nat’l Bank*, 455 P.2d 31, 33-34 (Nev. 1969). *Argentina*, 216 P.3d at fn.2.
- 8 • A charging lien does not have to state an exact amount. *Golightly &*  
9 *Vannah, PLLC v TJ Allen LLC*, 373 P.3d 103, at 106 (Nev. 2016).
- 10 • A charging lien is perfected by service on the client by certified mail, return  
11 receipt requested. NRS 18.015(3).
- 12 • A charging lien attaches to money received after service of the lien. NRS  
13 18.015(4)(a); *Golightly & Vannah*, 373 P.3d at 105 (a charging lien must be  
14 perfected “before the attorney receives the funds”).
- 15 • An attorney **does not** violate a professional duty owed to a client by filing a  
16 charging lien. NRS 18.015(5).
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- A charging lien may be adjudicated by the Court upon five days' notice. NRS 18.015(6); and, *Leventhal*, 305 P.3d at 911 (timely adjudication allows the court to determine the fee while "the attorney's performance is fresh in its mind", and before "proceeds are distributed").
- A charging lien is not precluded, nor does it preclude, other remedies in a fee dispute. NRS 18.015(7).

#### IV. FACTS

The Simon family met the Edgeworth family when their children went to the same school. Over the years, the families became close. The children played sports together, the families went on trips abroad together, and they helped each other during difficult times.

The families knew the others background from their close relationship. Danny Simon knew that Brian Edgeworth went to Harvard Business School; that the Edgeworths founded Pediped Footwear, a successful shoe company with production sites in Nevada and China and a worldwide retail presence; that the Edgeworths' company, American Grating LLC, was a global manufacturer of "fiberglass reinforced plastic" products used in settings from offshore oil to



1 pedestrian walkways; and, that Brian Edgeworth was involved in construction,  
2 including speculation houses.<sup>2</sup>

3 Brian Edgeworth knew that Danny Simon was a successful Las Vegas  
4 attorney. Mr. Edgeworth understood that Mr. Simon almost exclusively took cases  
5 on a contingency fee basis, and that Mr. Simon was comfortable waiting until the  
6 end of a case to be paid in full, unlike the intellectual property and business  
7 attorneys the Mr. Edgeworth commonly used.  
8

9 **A. The Flood**

10 The house is in McDonald Ranch at 645 St. Croix. Brian Edgeworth built  
11 the house as an investment.<sup>3</sup> The general contractor on the build was Giberti  
12 Construction LLC, who had built other speculation houses for Mr. Edgeworth.  
13 Brian Edgeworth funded the build through his plastics company, American  
14 Grating. The total cost of the build was about \$3.3M.<sup>4</sup> The house was listed for  
15 sale at \$5.5M.<sup>5</sup> The house is not currently on the market.  
16

17 Viking fire sprinklers were installed in the house by sub-contractor Lange  
18 Plumbing & Fire Control. On April 10, 2016, during the build, a Viking fire  
19 sprinkler(s) malfunctioned, which caused a destructive flood.  
20  
21

22  
23 

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<sup>2</sup> The flooded house started as a speculation project.

24 <sup>3</sup> The Edgeworths currently live in the house.

25 <sup>4</sup> Exhibit 1; cost basis of speculation build.

<sup>5</sup> Exhibit 2; MLS listing for 645 St. Croix.



1 Before the build began, Mr. Edgeworth decided to go without builder's  
2 risk/course of construction insurance. Without insurance, Mr. Edgeworth looked  
3 to Lange for repairs. Lange did not agree to repair, so Mr. Edgeworth asked his  
4 friend for help.

5  
6 Brian Edgeworth spoke with other attorneys, but wanted Danny Simon to  
7 help him. In May of 2016, Mr. Simon agreed to lend a hand, and "send a few  
8 letters".<sup>6</sup>

9  
10 Danny Simon did not have a structured discussion with Brian Edgeworth  
11 about the fee for the case.<sup>7</sup> Mr. Simon worked without a written fee agreement.

12 Lange and Viking were intransigent. Brian Edgeworth paid the cost of  
13 repair for the house, around \$500k; and, in December of 2016, a certificate of  
14 occupancy was issued for the house.

15  
16 On June 14, 2016, a complaint was filed against Lange and Viking.  
17  
18  
19  
20  
21  
22

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23 <sup>6</sup> See, e.g., Exhibit 3; 5.27.2016 email string.

24 <sup>7</sup> See, e.g., Exhibit 4; 8.22.2017 email from Brian Edgeworth, "Subject:  
25 Contingency"- "We never really had a structured discussion about how this might  
be done." Mr. Edgeworth mentioned a hybrid or greater hourly payments as fee  
options.



1           **B.     The Case**

2           In sum, Viking was sued for a product defect in their fire sprinkler and  
3 Lange was sued on the construction contract. There was a clear route to recover  
4 attorney fees against Lange based on the construction contract. There was no easy  
5 road to fees against the manufacturer, Viking.  
6

7           The case became complex with multiple parties, cross and counter claims.  
8 In short order, the case went from a friends and family matter to a major litigation,  
9 which soon dominated time at the law office; and, involved the advancement of  
10 about \$200,000.00 in total costs.  
11

12           In December of 2016, the law office started sending bills on the file. The  
13 bills enabled the clients to demonstrate damages, while allowing the law office to  
14 recover some costs advanced, and to defray some of the business loss caused by  
15 being unable to devote time to other contingency cases.  
16

17           The bills submitted to Brian Edgeworth do not cover all the time spent on  
18 the case. The law office does not take hourly cases. The firm does not have hourly  
19 billing software, nor experienced time keepers. Also, Mr. Simon understood that  
20 Brian Edgeworth had decided to finance his share of the litigation through high  
21 interest loans<sup>8</sup> (presumably, based on a solid business rationale). Mr. Simon knew  
22  
23  
24

25 <sup>8</sup> The high interest loans were contested by defendants. The loans were from the  
mother in law of Brian Edgeworth and a close friend of Mr. Edgeworth. The



1 the case might not generate a return beyond the cost of repair, and he did not fully  
2 bill the case. Mr. Simon was willing to wait until the end of the case to final the  
3 bill in light of the money obtained; that was his normal practice anyway.

#### 4 **C. The Fee Dispute**

5 The case was aggressively pursued. In the summer of 2017, well over  
6 100,000 pages of documents were obtained. It was learned that the fire sprinkler  
7 defect was known to Viking and had caused other floods; and, that Viking had  
8 done nothing to fix, or warn of, the defect.  
9

10 In the late summer of 2017<sup>9</sup>, and into the fall, there were talks about how to  
11 calculate a fee; but, no agreement was reached. Danny Simon was occupied with  
12 the case and Brian Edgeworth was content to leave the issue alone.  
13

14 By the fall of 2017, the case was positioned for an excellent trial result with  
15 a strong chance of a finding against Viking for punitive damages; with motions  
16 pending to strike the main defense expert, and to strike the defendants' answers.  
17

18 In November of 2017, Viking offered \$6M to settle. To place the offer in  
19 context, the cost basis for the entire house was \$3.3M. The high offer was a direct  
20 result of the extraordinary effort and skill of Mr. Simon in preparing the case for a  
21 great trial outcome.  
22

23  
24  
25 interest rate was 33%, well above market rate.

<sup>9</sup> See, fn. 7.



1 In mid to late November of 2017, while the details of the Viking settlement  
2 were being worked on by Mr. Simon, Mr. Edgeworth became difficult to reach.  
3 Previously, Brian Edgeworth frequently called and e-mailed Mr. Simon.  
4 Communication came to an end when Mr. Simon tried to resolve the fee.  
5

6 On November 27, 2017, Mr. Simon wrote to the clients about the fee.<sup>10</sup>

7 On November 30, 2017, the clients sent Mr. Simon a fax stating that the  
8 Vannah firm had been retained.<sup>11</sup>  
9

10 On December 1, 2017, the Law Office of Daniel S. Simon, A Professional  
11 Corporation issued a charging lien pursuant to NRS 18.015.<sup>12</sup> On December 4,  
12 2017, the clients were served by certified mail return receipt requested.<sup>13</sup>  
13

14 In December of 2017, Lange made a settlement offer, \$100,000.00 less the  
15 remediation bill Brian Edgeworth had refused to pay.  
16

17 On December 7, 2017, Mr. Simon, his counsel, and Mr. Vannah held a  
18 conference call. Mr. Vannah told Mr. Simon not to contact the clients. Mr.  
19 Vannah was told the clients could seek attorney fees from Lange based on contract,  
20 and that the law office was working on a bill that would include all previously  
21 unbilled events. Mr. Vannah was told that the fee and cost claim against Lange  
22

---

23 <sup>10</sup> Exhibit 5.

24 <sup>11</sup> Exhibit 6.

25 <sup>12</sup> Exhibit 7.

<sup>13</sup> Exhibit 8.



1 might be in the \$1.5M range. Mr. Vannah did not tell Mr. Simon to cease work or  
2 to transfer the file. Mr. Simon documented the call.<sup>14</sup>

3 On December 7, 2017, the clients signed a "Consent to Settle" prepared by  
4 the Vannah office. In the Consent, the clients knowingly abandoned the attorney  
5 fee claim against Lange and directed Mr. Simon to settle the Lange claim for  
6 \$100,000 minus the unpaid bill. Mr. Simon was not told to cease work or to  
7 transfer the file.<sup>15</sup>

9 In December of 2017, Mr. Simon finalized the details of the Viking  
10 settlement, which were approved by the clients via the Vannah office.

12 On Monday, December 18, 2017, two checks with an aggregate value of  
13 \$6M for the Viking settlement were picked up.<sup>16</sup>

14 On Monday, December 18, 2017, immediately following check pick-up, Mr.  
15 Simon called the Vannah office to arrange check endorsement. Mr. Simon left a  
16 message.<sup>17</sup>

18 On Monday, December 18, 2017, Mr. Greene of the Vannah office called and  
19 spoke to Mr. Simon. Mr. Simon said he was leaving on a holiday trip starting  
20 Friday, December 22, 2017, until after the new year. Mr. Simon asked that the  
21

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23 <sup>14</sup> Exhibit 9.

24 <sup>15</sup> Exhibit 10.

25 <sup>16</sup> Exhibit 11.

<sup>17</sup> Exhibit 12.



1 clients endorse the checks prior to December 22<sup>nd</sup>. Mr. Greene told Mr. Simon that  
2 the clients were not available to endorse until after the New Year. Mr. Greene  
3 stated that he would contact LAW OFFICE OF DANIEL S. SIMON, P.C. about  
4 scheduling endorsement.<sup>18</sup>

5  
6 On Friday, December 22, 2017, the Simon family went on their holiday trip.

7 On Saturday, December 23, 2017, at 10:45 p.m., Mr. Vannah sent an email  
8 which stated:

9  
10 Are you agreeable to putting this into an escrow account? The client does  
11 not want this money placed into Danny Simon's account. How much money  
12 could be immediately released? \$4,500,000? Waiting for any longer is not  
13 acceptable. I need to know right after Christmas.<sup>19</sup>

14 On Tuesday, December 26, 2017, counsel for Mr. Simon sent a reply  
15 indicating that endorsement could be arranged after the new year when everyone  
16 was available.  
17  
18  
19  
20  
21  
22  
23  
24

25 <sup>18</sup> Exhibit 12.

<sup>19</sup> Exhibit 12.



1 Mr. Vannah responded the same day. He began:

2 The clients are available until Saturday.<sup>20</sup> However, they have lost all faith  
3 and trust in Mr. Simon. Therefore, they will not sign the checks to be  
4 deposited into his trust account. Quite frankly, they are fearful that he will  
steal the money.<sup>21</sup>

5 Mr. Simon was not fired or told to transfer the file.

6 On December 27, 2017, a response was sent to Mr. Vannah. In sum, Mr.  
7 Vannah was asked to act collaboratively and to avoid hyperbole.<sup>22</sup>  
8

9 On December 28, 2017, Mr. Vannah wrote he did not believe Mr. Simon  
10 would steal money, he was simply "relaying his clients' statements to me". Mr.  
11 Vannah proposed opening a single client trust account.<sup>23</sup>  
12

13 The same day, Mr. Simon agreed to open a single client non-IOLTA trust  
14 account at Bank of Nevada, with all interest going to the clients.<sup>24</sup>

15 On January 2, 2018, an amended lien was filed. The lien contained an  
16 amount certain for the reasonable value of services claimed.<sup>25</sup> On January 4, 2018,  
17 the lien was served.<sup>26</sup>  
18  
19

---

20 <sup>20</sup> On December 18, 2017, Mr. Greene indicated the clients were out of town until  
21 after the new year. (Exhibit 12.) It appears the clients became available to  
22 endorse checks the day after Mr. Simon left town.

23 <sup>21</sup> Exhibit 12.

24 <sup>22</sup> Exhibit 13.

25 <sup>23</sup> Exhibit 14.

26 <sup>24</sup> Exhibit 14.

<sup>25</sup> Exhibit 15.

<sup>26</sup> Exhibit 16.



1 On January 4, 2017, collaborative efforts continued to set up the trust  
2 account, and the clients sued their friend for "conversion".<sup>27</sup>

3 On January 8, 2017, a meeting was held at Bank of Nevada. The clients  
4 arrived separately to endorse checks. Account forms were signed, the checks were  
5 endorsed and deposited, and placed on a large item hold.  
6

7 The morning of January 9, 2018, the complaint was served upon counsel for  
8 Mr. Simon (who had agreed to accept service). At the same moment as the  
9 acceptance of service was being signed, Mr. Greene sent an email asking for an  
10 update on the Lange settlement.<sup>28</sup>  
11

12 Later in the day, Mr. Vannah confirmed that LAW OFFICE OF DANIEL S.  
13 SIMON, P.C. had not been fired, despite being sued by the clients for conversion.<sup>29</sup>  
14 Mr. Vannah stated if Mr. Simon withdrew, the damages sought from him would go  
15 up.<sup>30</sup>  
16  
17  
18

---

19 <sup>27</sup> Exhibit 17; the complaint.

20 <sup>28</sup> Exhibit 18.

21 <sup>29</sup> The clients are walking a tightrope. Mr. Simon was sued for conversion to  
22 create an argument against lien adjudication, but firing Mr. Simon would moot  
the alleged contract claim. The clients are left in the odd, contrary position of  
keeping an attorney they have accused of converting millions of dollars.

23 <sup>30</sup> On January 9, 2018 at 10:24 a.m. Mr. Greene from the Vannah office wrote,  
24 "He settled the case, but we're just waiting on a release and the check." The  
25 same day at 3:32 p.m., Mr. Vannah wrote, "I'm pretty sure that you see what  
would happen if our client has to spend lots more money to bring someone else  
up to speed." Exhibit 18.



1 **V. ARGUMENT**

2 A charging lien provides “a unique method of protecting attorneys.”  
3 *Leventhal v. Black & Lobello*, 305 P.3d 907, 909 (Nev. 2013); *superseded by statute*  
4 *on other grounds as stated in, Fredianelli v. Pine Carman Price*, 402 P.3d 1254  
5 (Nev. 2017).  
6

7 The statute protects clients. Under the statute the Judge who knows the case  
8 best, and who has seen the attorney at work, settles the fee dispute. The Judge is  
9 empowered to reduce or reject a lien claim from an undeserving attorney. *See, e.g.,*  
10 *Golightly*, 281 P.3d 1176.  
11

12 The statute also promotes judicial economy. Prompt adjudication of a lien  
13 allows a court to determine the fee when “the attorney’s performance is fresh in its  
14 mind”. *Leventhal*, 305 P.3d at 911. Prompt adjudication prevents time consuming  
15 and costly work months or years later in the same or a different court.  
16

17 The Law Office of Daniel S. Simon, A Professional Corporation  
18 perfected it’s charging lien. This Court has jurisdiction to promptly adjudicate the  
19 lien; and, in the absence of an express contract, settle the amount of the reasonable  
20 fee due the law firm pursuant to NRS 18.015(2).  
21

22 There is no set manner of calculation for a reasonable fee. *Albios v. Horizon*  
23 *Communities, Inc.*, 132 P.3d 1022, 1034 (Nev. 2006). A court has wide discretion on  
24 the method of calculation of the reasonable fee. A court can calculate the fee on a  
25



1 market basis, an hourly basis, or any other basis, as long as, the fee is reasonable  
2 under the under the *Brunzell* factors. *Ibid.* A court need only explain its decision in  
3 written findings. *Argentina*, 216 P.3d at fn.2.

4 The court may hold an evidentiary hearing to aide in the determination of the  
5 reasonable fee.<sup>31</sup> Because of the size and complexity of the underlying case, and the  
6 size of the reasonable fee sought, an evidentiary hearing is respectfully requested.  
7

8 The Law Office of Daniel S. Simon, A Professional Corporation seeks a  
9 reasonable fee in the amount of \$1,977,843.80 as stated in the Amended Lien of  
10 January 2, 2018.<sup>32</sup> The amount is based upon the market approach. Mr. Simon  
11 considered the type and nature of the case, and the limited number of attorneys in  
12 the greater Las Vegas area with the ability to obtain the result obtained. Mr. Simon  
13 also relied upon discussion with local attorneys including extended discussion with  
14 attorney Will Kemp.<sup>33</sup>  
15  
16

17 It is acknowledged that a contingency fee is only appropriate when there is an  
18 express contingency fee agreement. However, the fact is that most Plaintiff product  
19

---

20 <sup>31</sup> In, *Hallmark v. Christensen Law Office LLC.*, 381 P.3d 618 (Nev. 2012)  
21 (unpublished)the Supreme Court remanded a case to District Court and Ordered  
22 the court to hold an evidentiary hearing for a lien adjudication.

23 <sup>32</sup> Exhibit 15.

24 <sup>33</sup> Mr. Kemp is one of the best product liability attorneys in the United States. Mr.  
25 Kemp has obtained two trial verdicts over \$500M, one in a product case. Mr.  
Kemp was lead trial counsel in the MGM Fire Litigation, and has been appointed  
on numerous steering committees for multi-district tort litigations, including  
tobacco, breast implant, orthopedic screw, and pharmaceutical claims.



1 liability attorneys work on a contingency, sometimes as high as 45%. Mr. Simon  
2 arrived at a reasonable fee number of \$1,977,843.80 because it is in the low range of  
3 what a Plaintiff's product liability attorney would charge. It is a fair market price for  
4 the work performed. The fair market value, or market price, is an accepted method to  
5 calculate A fee. Restatement Third, The Law Governing Lawyers, §39.  
6

7 Time sheets can be valuable to a determination, even when the court reaches a  
8 reasonable fee based on a market approach. The time sheets document work  
9 performed. The previously unbilled hours of the law office are attached at Exhibit  
10 19. At the prior rates paid, the total outstanding is \$692,120.00. The previous time  
11 sheets are attached at Exhibit 20. These billings do not contain hundreds of hours  
12 that could not be recovered.  
13

14 Costs advanced need to be reimbursed. Outstanding costs are \$71,794.93.<sup>34</sup>  
15 The amount is slightly less than the amount in the lien. A billing was received on  
16 January 12, that demonstrated a refund of \$4,937.50 was due. The \$71,794.93 cost  
17 number reflects the expected refund.  
18

19 Adjudication of an attorney lien may not be appropriate when a client claims  
20 malpractice occurred. *Argentina*, 216 P.3d at 788. Obviously, Mr. Simon did not  
21 commit malpractice, his efforts created a \$6.1M settlement for his clients. Instead,  
22 the clients may assert that the law office committed conversion by using a charging  
23  
24

25  

---

<sup>34</sup> Exhibit 21; Memorandum of Costs.



1 lien.<sup>35</sup> The argument runs contrary to law. NRS 18.015(5) explicitly states an  
2 attorney does not breach a duty by pursuing a lien. Further, the declaration of David  
3 Clark Esq.,<sup>36</sup> is attached.<sup>37</sup> Mr. Clark explains that an attorney does not breach a  
4 contract or commit conversion by deposit of a settlement check into a trust account  
5 while asserting a lien for fees, because that is the process an attorney is supposed to  
6 follow when there is a fee dispute.  
7

8 **A. The charging lien is ripe for adjudication.**

9 The court has jurisdiction over the clients, the charging lien and the fee  
10 dispute. NRS 18.015; and, *Argentina*, 216 P.3d at 782-83.  
11

12 The charging lien has been perfected by proper service upon the clients.  
13 NRS 18.015 (3). The case is resolved<sup>38</sup>, money is held in a trust account, and the lien  
14 is ripe for adjudication.  
15  
16  
17  
18

---

19 <sup>35</sup> Even if true, which it is not, the conversion claim might not be enough to stop  
20 adjudication. *Hallmark v. Christensen Law Office LLC.*, 381 P.3d 618 (Nev.  
21 2012) (unpublished). In *Hallmark*, the Supreme Court remanded an adjudication  
22 claim and ordered the District Court to conduct an evidentiary hearing on a  
reasonable fee and “the allegations of billing fraud”. If fraud can be addressed in  
an adjudication, then conversion probably can as well.

23 <sup>36</sup> Mr. Clark was Nevada State Bar Counsel and is intimately familiar with all the  
Rules of Professional Conduct and related issues.

24 <sup>37</sup> Exhibit 22.

25 <sup>38</sup> Pending completion of the Lange settlement. The closing documents are in the  
hands of the Lange attorney.



1 The law office requests an evidentiary hearing. If the court finds there is no  
2 express contract, then a reasonable fee, based on the market or some other approach,  
3 may be set by court under the *Brunzell* factors pursuant to NRS 18.015(2). If an  
4 express contract is found, then fees and costs are still due under the charging lien as  
5 demonstrated by the time sheets and the memorandum of costs.  
6

7 The complaint for conversion does not divest this court of jurisdiction over the  
8 parties, the lien or the fee. A charging lien is a creature of statute, and there is no  
9 exception to jurisdiction stated in the statute for a claim of conversion. To the extent  
10 an exception is noted in the case law, it is when there is a malpractice claim, which  
11 has not been brought, nor could be brought, for the amazing work in this case.  
12

13 A claim for conversion is contrary to law in any event. The law directs an  
14 attorney to place money in a trust account to adjudicate a lien if there is a fee dispute.  
15 That is exactly what occurred in this case.  
16

17 A breach of contract claim does not divest the court of jurisdiction. In fact, the  
18 statute contemplates that a lien adjudication can be freely used with other remedies,  
19 including a separate suit. NRS 18.015(7); and, *Argentina*, 216 P.3d 779.  
20

21 It is apparent that the complaint was filed to further the ulterior purpose of  
22 forum shopping the fee dispute and to stop adjudication of the charging lien by the  
23 Judge who knows the case best. For example, the complaint alleges Mr. Simon  
24 failed to provide a number certain for the amount in dispute (it is termed undisputed  
25



1 amount by the clients), however, the complaint was filed two days after Mr. Simon  
2 did just that via the amended lien. The complaint alleges conversion, yet it was filed  
3 before checks had been endorsed or deposited. And, the funds were placed in a  
4 special trust account that requires the signature of Mr. Vannah on any withdrawals,  
5 with all interest going to the client.  
6

7 Perhaps nothing exposes the nature of the complaint better than the clients'  
8 refusal to fire Mr. Simon, even though he stands accused of converting millions of  
9 dollars. The situation is absurd. Mr. Vannah is one of the top attorneys in this State.  
10 Mr. Vannah could review and approve the closing documents for Lange in well  
11 under an hour. After all, he has already provided advice to the client on settlement  
12 with Lange and on the abandonment of a contract based claim for attorney fees  
13 against Lange potentially worth over \$1M.<sup>39</sup> However, if Mr. Simon is fired, then he  
14 would no longer be limited to an hourly contract as the clients claim. *Gordon*, 324  
15 P.2d 234. Thus, to stop adjudication, the clients must claim something terrible, but  
16 still not fire Mr. Simon.  
17  
18  
19

20 Lien adjudication is appropriate.  
21  
22  
23  
24  
25

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<sup>39</sup> Exhibit 10.



1           **B.     The *Brunzell* Factors**

2           A reasonable fee must be determined by use of the *Brunzell* factors. *Brunzell*  
3 *v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969). The *Brunzell* factors are:

- 4           1.     The qualities of the advocate;  
5  
6           2.     The character of the work to be done;  
7  
8           3.     The work actually performed; and,  
9  
10          4.     The result obtained.

11          The factors support a finding that a large reasonable fee is due Mr. Simon for  
12 his great work on the clients' case.

13          1.     Qualities of the advocate.

14          *Brunzell* expands on the “qualities of the advocate” factor and mentions such  
15 items as training, skill and education of the advocate. The C.V. of Mr. Simon is  
16 attached. (Exhibit 23.) Mr. Simon has been an active Nevada trial attorney for over  
17 two decades. He has several 7-figure trial verdicts to his credit, and an 8-figure  
18 settlement. Mr. Simon is a highly qualified advocate, deserving of a high fee.

19          2.     The character of the work to be done.

20          The character of the work to done in the case was difficult and complex.  
21  
22          There were multiple parties and multiple claims. Affirmative claims by the clients  
23 covered the gamut from product liability to negligence, to recovery under a  
24 construction contract.  
25



1 Understanding and establishing proof of the product defect required technical  
2 knowledge. Establish economic loss from the flood required knowledge of real  
3 estate and finance.

4 This case demanded quality work of the highest order.

6 3. The work actually performed.

7 The work actually performed was amazing. Mr. Simon was aggressive and  
8 successful in discovery, which lead to the disclosure of prior floods. Mr. Simon kept  
9 a tight hold on deadlines and the Court's trial order, which allowed the clients an  
10 opportunity to fully present their case, while placing the defense at risk of losing their  
11 main expert and having their answers struck.

13 Mr. Simon found, retained and prepared experts on the product defect, and on  
14 the difficult and rare damage claim of real estate stigma. Most lawyers would not be  
15 able to even address a claim of damages from real estate stigma, let alone present an  
16 expert opinion sufficient to survive a *Hallmark* challenge.

18 The time records submitted establish that Mr. Simon went the extra mile for  
19 his clients, responding to countless phone calls and emails, and going to great extent  
20 to prepare the case. For example, Mr. Simon flew to San Diego to meet with experts  
21 face to face in the airport for 8 hours. The phone, Go to Meeting or Skype, was not  
22 good enough for Mr. Simon. He knew the case required in depth and in person  
23 discussion, so that is what he did.  
24  
25



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## 16

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**CERTIFICATE OF SERVICE**

I CERTIFY SERVICE of the foregoing MOTION TO ADJUDICATE  
ATTORNEY LIEN OF THE LAW OFFICE OF DANIEL S. SIMON, P.C.;  
ORDER SHORTENING TIME was made by electronic service (via Odyssey) this  
~~23rd~~ <sup>24th</sup> day of January, 2018, to all parties currently shown on the Court's E-Service  
List.

/s/ Dawn Christensen  
an employee of  
JAMES R. CHRISTENSEN, ESQ.



# **EXHIBIT 1**



**Property Address: 645 St Croix St, Henderson, NV**  
**MacDonald Highlands**  
**Cost Basis of Spec Development**

<b>Vendor / Description</b>	<b>Amounts</b>	<b>Notes</b>
Purchase of Lot	\$203,455.60	
Target Construction (excavation)	\$39,628.06	excavation and some utilities
Purvis Architects	\$56,000.00	design and blue prints
Lloyds Luxury Home Design	\$24,780.00	custom cabinet design/kitchen and bath layouts
Paddiwacks Inc.	\$13,500.00	Color, Finish, Lighting, Plumbing fixture design
Pacific Masonry LLC	\$58,102.78	Masonry walls and retaining walls
ACME Home Elevator	\$37,960.00	3 story elevator custom cab
ProWest Steel Contractors	\$107,723.00	structural steel and deck for concrete
New Energy Works	\$86,680.00	custom timber frame roof trusses
Southwest Specialties	\$103,000.00	concrete slab and foundation
Custom Specialties	\$60,781.00	Custom Great room Fireplace + 2 other fireplaces
Hy Bar Windows and Doors	\$124,294.00	Windows and sliding glass doors and Exterior doors
Pacific Masonry LLC	\$90,432.78	Exterior Stone wall caps interior fireplace stone
Rafael Framing	\$267,353.00	Framing of house, rough caprentry
Dean Industries	\$33,299.00	Roofing and skylights
American SouthWest Electric	\$91,115.30	Electrical
State Insulation	\$19,390.00	Insulation
Classic Framing and Drywall	\$66,569.00	Drywall and finish
K&M Painting	\$89,631.31	Paint, wood stains etc.
Desert Eagle Flooring	\$240,899.75	Tile, Stone, Hardwood and bathroom showers
Desert Eagle Stone	\$21,876.92	Countertops, Granite, Marble
Silverado Mechanical	\$64,611.00	HVAC
JD Stairs	\$80,375.00	wood stair treads and skirt, interior handrail
Academy Stone	\$11,900.00	Countertops
Who Dun It	\$85,005.00	Stucco and Exterior Plastering
Travertine Warehouse	\$23,754.12	Exterior Pavers
Home Tronic	\$87,420.00	Low voltage, home automation theater
Artesia Kitchen and Bath	\$200,420.00	Custom Cabinets
Cesar, Inc. and Cardno	\$15,173.33	Special Inspections
Lange Plumbing	\$64,700.00	Plumbing and install of Owner purchased fixtures
Lange Fire	\$19,900.00	Design/Install of Fire Sprinkler system
Dan Bradley Glass	\$14,223.53	Shower enclosures, mirrors, Steam room doors etc.
Fernando Reyes Concrete	\$13,830.00	Driveway and sidewalks
Southwest Specialties	\$13,430.34	Exterior Hardscapes Installation
C&M Garage Doors	\$19,155.00	Custom Wood Garage doors
Ferguson Enterprises Inc.	\$174,794.16	Plumbing Fixtures and Appliances
One Stop 4 Flooring	\$9,980.00	Carpeting
Ossis Iron Works	\$14,850.00	Entry door
Instant Jungle	\$80,256.25	Landcaping, plants, grading
Lighting Design Center	\$58,647.18	Lighting Fixtures
Superior Moulding of Nevada	\$22,586.81	I THINK THERE ARE MORE BILLS THAN THIS
Pool Contractor and Pool Subs	\$62,012.33	missing plumber and shotcrete (about \$24,000)
Old World Cabinets	\$56,827.50	Wine Cellar, Closets Built-ins
DMG	\$62,080.00	Various Trades
Other Trades and Small Vendors	\$89,762.41	Listed with Invoices
Marble Express	\$41,178.20	Stone Slabs for benches, counters etc.
Site Utilities	\$10,388.84	Garbage, fencing, toilets etc.
Real Property Management	\$23,760.00	HOA Fees During Construction
Harris Insurance Brokers	\$42,921.71	General Liability Insurance
Clark County	\$34,697.38	Property Taxes During Construction
Paddiwacks, Inc.		Staging Furniture
	<u>\$3,335,111.59</u>	

EDGEWORTH0001308

AA00166



## **EXHIBIT 2**



Previous · Next · 1 of 3      Checked 0      All · None · Page      Agent Single Line display      Display 12 Photo View      ☒ at 1      ☒ per page



**Clark County      645 ST CROIX Street      \$5,500,000**

**Virtual Tour:** <http://www.propertypanorama.com/instaview/las/1896993>

**ML #:** 1896993      **Status:** A

**Subdiv:** FOOTHILLS AT MACDONALD RANCH  
(

**City/Town:** Henderson      **St:** NV

**Short Sale:** N

**Foreclosure Commenced:** N

**Repo/REO:** N

**Bedrooms:** 7

**Full Baths:** 3

**3/4 Baths:** 4

**Half Baths:** 1

**#Den/Oth:** 1

**#Loft:** 0

**AppxLivArea:** 10,128

**AppxAddLivArea:**

[Click here for map view](#)

**AppxTotLivArea:** 11,758

**Year Built:** 2017 / NEW

**PropSubTyp:** Single Family Residential

**Lot Sqft:** 20,038

**PropDes:** Custom

**Garages:** 6 / Attached, Auto Door Opener(s), Entry to House,  
Epoxy Floor

**Carpports:** 0

NEWLY CONSTRUCTED 11,758 SQ. FT. HOME ON THE STREET OF DREAMS IN DRAGON RIDGE COUNTRY CLUB\* ENJOY SWEEPING VIEWS OF THE 18TH HOLE AS WELL AS A PANORAMIC VIEW OF THE WORLD FAMOUS LAS VEGAS STRIP\* CLIVE CHRISTIAN INSPIRED DESIGN & ATTENTION TO DETAIL MAKE FOR A MODERN YET COZY & UNMATCHED LIVING EXPERIENCE\* AN ENTERTAINERS DELIGHT BUILT FOR THE ULTIMATE HOST\* BEAUTIFULLY APPOINTED & WELL BUILT W/ COMFORT, ELEGANCE & CONDUCIVE LIVING IN MIND\*

**Construction:**

**Interior Features:**

Alarm System-Wired, Blinds, Drapes, Paneling, Window Coverings  
Partial

**Exterior Features:**

Accessibility, Back Yard Access, Balcony, Built-In Barbecue

**Private Pool/Description:**

Y / Heated Pool, Inground-Private, Pool/Spa Combo

**Lot Description:**

1/4 to 1 Acre

Directions: FROM 215/VALLE VERDE\* SOUTH ON VALLE VERDE TO MAIN GUARD GATE\* THROUGH GATE\* STAY ON MACDONALD RANCH\* L ON ST. CROIX\*



Street Number is '645'

Street Name is like 'St Croix'

Ordered by Status, Area, Current Price

Found 3 results in 0.06 seconds.



Criteria	Map	Results
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Previous · Next · **1 of 3**

Checked 0

All • None • Page

### Agent Single Line display

Display Agent Full

☒ at 1 ☒ per page[illegible]

**Energy-Efficient/GREEN Information:**

Green Building Certification **No**

Presented by: Office Name

**Horizon Village Realty**

Agent Glenn Rigdon

Street Number is '645'

Street Name is like 'St Croix\*'

Ordered by Status, Area, Current Price

Found 3 results in 0.06 seconds.

LANGE010460      AA00169

[http://las.mlsmatrix.com/Matrix/Results.aspx?c=AAEAAAD\\*\\*\\*\\*\\*AQAAAAAAAAAARA...](http://las.mlsmatrix.com/Matrix/Results.aspx?c=AAEAAAD*****AQAAAAAAAAAARA...) 8/22/2017



## **EXHIBIT 3**



## Daniel Simon

---

**From:** Brian Edgeworth <brian@pediped.com>  
**Sent:** Friday, May 27, 2016 3:30 PM  
**To:** Daniel Simon  
**Subject:** RE: Insurance Claim

Dude, when/how can it get this to you? Even typing up the summary is taking me all day organizing the papers. There is at least 600-1000 pages of crap.

-----Original Message-----

**From:** Daniel Simon [mailto:dan@simonlawlv.com]  
**Sent:** Friday, May 27, 2016 12:58 PM  
**To:** Brian Edgeworth <brian@pediped.com>  
**Subject:** Re: Insurance Claim

I know Craig. Let me review file and send a few letters to set them up. Maybe a few letters will encourage a smart decision from them. If not, I can introduce you to Craig if you want to use him. Btw He lives in your neighborhood. Not sure if that is good or bad?

> On May 27, 2016, at 9:30 AM, Brian Edgeworth <brian@pediped.com> wrote:

>

> Hey Danny;

>

> I do not want to waste your time with this hassle (other than to force  
> you

to listen me bitch about it constantly) and the insurance broker says I should hire Craig Marquiz and start moving the process forward.

> Should I just do that and not bother you with this?

> My only concern is that some goes nuclear (with billing and time) when  
just a bullet to the head was all that was needed to end this nightmare (and I do not know this person from Adam).

>

> --

>

>

> Brian Edgeworth

> pediped Footwear

> 1191 Center Point Drive

> Henderson, NV

> 89074

>

> 702 352-2580



## **EXHIBIT 4**



## FW: Contingency

Daniel Simon <dan@simonlawlv.com>

Fri 12/1/2017 10:22 AM

To: James R. Christensen <jim@jchristensenlaw.com>;

---

**From:** Brian Edgeworth [mailto:brian@pediped.com]

**Sent:** Tuesday, August 22, 2017 5:44 PM

**To:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Contingency

We never really had a structured discussion about how this might be done.

I am more that happy to keep paying hourly but if we are going for punitive we should probably explore a hybrid of hourly on the claim and then some other structure that incents both of us to win an go after the appeal that these scumbags will file etc.

Obviously that could not have been done earlier snce who would have thought this case would meet the hurdle of punitives at the start.

I could also swing hourly for the whole case (unless I am off what this is 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?



## **EXHIBIT 5**



LAW OFFICE OF  
**DANIEL S. SIMON**  
A PROFESSIONAL CORPORATION  
810 SOUTH CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89101

TELEPHONE (702)364-1650

FACSIMILE (702)364-1655

November 27, 2017

Pursuant to your request, please find attached herewith the agreement I would like signed, as well as the proposed settlement breakdown, if a final settlement is reached with the Viking entities. The following is to merely clarify our relationship that has evolved during my representation so you are not confused with my position.

**I helped you with your case and went above and beyond for you because I considered you close friends and treated you like family**

As you know, when you first asked me to look at the case, I did not want to take it as I did not want to lose money. You already met with Mr. Marquis who wanted a 50k retainer and told you it would be a very expensive case. If Mr. Marquis did the work I did, I have no doubt his billing statements would reflect 2 million or more. I never asked you for a retainer and the initial work was merely helping you. As you know, you received excellent advice from the beginning to the end. It started out writing letters hoping to get Kinsale to pay your claim. They didn't. Then this resulted in us filing a lawsuit.

As the case progressed, it became apparent that this was going to be a hard fight against both Lange and Viking who never offered a single dollar until the recent mediations. The document production in this case was extremely voluminous as you know and caused my office to spend endless late night and weekend hours to push this case through the system and keep the current trial date.

As you are aware, we asked John to get involved in this case to help you. The loss of value report was sought to try and get a favorable negotiation position. His report was created based on my lawyering and John's willingness to look at the information I secured to support his position. As you know, no other appraiser was willing to go above and beyond as they believed the cost of repairs did not create a loss. As you know, John's opinion greatly increased the value of this case. Please do not think that he was paid a fee so he had to give us the report. His fee was very nominal in light of the value of his report and he stepped up to help you because of us and our close relationship. Securing all of the other experts and working with them to finalize their opinions were damaging to the defense was a tremendous factor in securing the proposed settlement amount. These experts were involved because of my contacts. When I was able to retain Mr. Pomerantz and work with him to finalize his opinions, his report was also a major factor. There are very few lawyer's in town that would approach the case the way I did to get the results I did for you. Feel free to call Mr. Hale or any other lawyer or judge in town to verify this. Every time I went to court I argued for you as if you were a family member taking the arguments against you personal. I made every effort to protect you and your family during the process. I



was an exceptional advocate for you. It is my reputation with the judiciary who know my integrity, as well as my history of big verdicts that persuaded the defense to pay such a big number. It is also because my office stopped working on other cases and devoted the office to your case filing numerous emergency motions that resulted in very successful rulings. My office was available virtually all of the time responding to you immediately. No other lawyer would give you this attention. I have already been complimented by many lawyers in this case as to how amazing the lawyering was including Marks lawyer who told me it was a pleasure watching me work the way I set up the case and secured the court rulings. Feel free to call him. The defense lawyers in this case have complimented me as well, which says a lot. My work in my motions and the rulings as an exceptional advocate and the relationships I have and my reputation is why they are paying this much. The settlement offer is more than you ever anticipated as you were willing to take 4-4.5 at the first mediation and you wanted the mediator's proposal to be 5 million when I advised for the 6 million. One major reason they are likely willing to pay the exceptional result of six million is that the insurance company factored in my standard fee of 40% (2.4 million) because both the mediator and the defense have to presume the attorney's fees so it could get settled. Mr. Hale and Zurich both know my usual attorney's fees. This was not a typical contract case your other hourly Lawyers would handle. This was a major fight with a world-wide corporation and you did not get billed as your other hourly lawyers would have billed you. This would have forced you to lay out substantially more money throughout the entire process. Simply, we went above and beyond for you.

**I have lost money working on your case.**

As you know, when I was working on your case I was not working on many other cases at my standard fee and I told you many times that I can't work hourly because I would be losing too much money. I felt it was always our understanding that my fee would be fair in light of the work performed and how the case turned out. I do not represent clients on an hourly basis and I have told this to you many times.

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### **Value of my Services**

The attached agreement reflects a greatly reduced sum for the value of my services that I normally charge in every case. I always expected to be compensated for the value of my services and not lose money to help you. I was troubled at your statements that you paid me hourly and you now want to just pay me hourly when you always knew this was not the situation. When I brought this to your attention you acknowledged you understood this was not just an hourly fee case and you were just playing devil's advocate. As you know, if I really treated your case as only an hourly case, I would have included all of the work my staff performed and billed you at a full hourly fee in 30 day increments and not advance so much money in costs. I would have had you sign just an hourly contract retainer just as Mr. Pomerantz had you sign. I never did this because I trusted you would fairly compensate me for the value of my services depending on the outcome. In the few statements I did send you I did not include all of the time for my staff time or my time, and did not bill you as any other firm would have. The reason is that this was not just an hourly billing situation. We have had many discussions about this as I helped you through a very difficult case that evolved and changed to a hotly contested case demanding full attention. I am a trial attorney that did tremendous work, and I expect as you would, to be paid for the value of my service. I did not have you sign my initial standard retainer as I treated you like family to help you with your situation.

### **Billing Statements**

I did produce billing statements, but these statements were never to be considered full payment as these statements do not remotely contain the full time myself or my office has actually spent. You have acknowledged many times that you know these statements do not represent all of my time as I do not represent clients on an hourly basis. In case you do not recall, when we were at the San Diego Airport, you told me that a regular firm billing you would likely be 3x my bills at the time. This was in August. When I started filing my motions to compel and received the rulings for Viking to produce the information, the case then got substantially more demanding. We have had many discussions that I was losing money but instead of us figuring out a fair fee arrangement, I did continue with the case in good faith because of our relationship focusing on winning and trusted that you would fairly compensate me at the end. I gave you several examples of why I was losing money hourly because my standard fee of 40% on all of my other cases produced hourly rates 3-10 times the hourly rates you were provided. Additionally, just some of the time not included in the billing statement is many phone calls to you at all hours of the day, review and responses of endless emails with attachments from you and others, discussions with experts, substantial review the filings in this case and much more are not contained in the bills. I also spent substantial time securing representation for Mark Giberti when he was sued. My office continued to spend an exorbitant amount of time since March and have diligently litigated this case having my office virtually focus solely on your case. The hourly fees in the billing statements are much lower than my true hourly billing. These bills were generated for several reasons. A few reasons for the billing statements is that you wanted to justify your loans and use the bills to establish damages against Lange under the contract, and this is the why all of my time was not included and why I expected to be paid fairly as we worked through the case.



I am sure you will acknowledge the exceptional work, the quality of my advocacy, and services performed were above and beyond. My services in every case I handle are valued based on results not an hourly fee. I realize that I didn't have you sign a contingency fee agreement and am not asserting a contingency fee, but always expected the value of my services would be paid so I would not lose money. If you are going to hold me to an hourly arrangement then I will have to review the entire file for my time spent from the beginning to include all time for me and my staff at my full hourly rates to avoid an unjust outcome.

### **How I handle cases**

I want you to have a full understanding as to how my office works in every other case I am handling so you can understand my position and the value of my services and the favorable outcome to you.

My standard fee is 40% for a litigated case. I have told you this many times. That is what I get in every case, especially when achieving an outcome like this. When the outcome is successful and the client gets more and I will take my full fee. I reduce if the outcome is not as expected to make sure the client shares fairly. In this case, you received more than you ever anticipated from the outset of this case. I realize I do not have a contract in place for percentages and I am not trying to enforce one, but this merely shows you what I lost by taking your case and given the outcome of your case, and what a value you are receiving. Again, I have over 5 other big cases that have been put on the back burner to handle your case. The discovery period in these cases were continued several times for me to focus on your case. If I knew you were going to try and treat me unfairly by merely asserting we had an hourly agreement after doing an exceptional work with an exceptional result, I wouldn't have continued. The reason is I would lose too much money. I would hope it was never your intention to cause me hardship and lose money when helping you achieve such an exceptional result. I realize I did not have you sign a fee agreement because I trusted you, but I did not have you sign an hourly agreement either.

### **Finalizing the settlement**

There is also a lot of work left to be done. As you know, the language to the settlement must be very specific to protect everyone. This will need to be negotiated. If this cannot be achieved, there is no settlement. The Defendant will require I sign the confidentiality provisions, which could expose me to future litigation. Depending on the language, I may not be comfortable doing this as I never agreed to sign off on releases. Even if the language in the settlement agreement is worked out, there are motions to approve the settlement, which will be strongly opposed by Lange. If the Court does not grant the motion, then there is no settlement. If there is an approved settlement and Viking does not pay timely, then further motions to enforce must be filed.

Presently, there are many things on calendar that I need to address. We have the following depositions: Mr. Carnahan, Mr. Garelli, Crane Pomerantz, Kevin Hastings, Gerald Zamiski, and the UL deposition in Chicago. We have the Court hearings for Zurich's motions for protective order, our motion to de-designate the documents as confidential, our motion to make Mr. Pomerantz an initial expert, as well as the summary judgment motions involving Lange, who has



recently filed a counter motion and responses need to be filed. Simply, there is a substantial amount of work that still needs to be addressed. Since you knew of all of the pending matters on calendar, it is unfortunate that you were obligated to go to China during a very crucial week to attempt to finalize the case. When I asked if you would be available to speak if necessary, you told me that you are unavailable to discuss matters over the phone. This week was very important to make decisions to try and finalize a settlement.

I understand that the way I am looking at it may be different than the way your business mind looks at things. However, I explained my standard fees and how I work many times to you and the amount in the attached agreement is beyond fair to you in light of the exceptional results. It is much less than the reasonable value of my services. I realize that because you did not sign my retainer that you may be in a position to take advantage of the situation. However, I believe I will be able to justify the attorney fee in the attached agreement in any later proceeding as any court will look to ensure I was fairly compensated for the work performed and the exceptional result achieved.

I really want us to get this breakdown right because I want you to feel like this is remarkable outcome while at the same time I don't want to feel I didn't lose out too much. Given what we have been through and what I have done, I would hope you would not want me to lose money, especially in light of the fact that I have achieved a result much greater than your expectations ever were in this case. The attached agreement should certainly achieve this objective for you, which is an incredible reduction from the true value of my services.

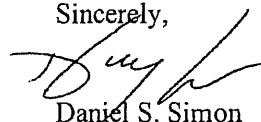
### **Conclusion**

If you are agreeable to the attached agreement, please sign both so I can proceed to attempt to finalize the agreement. I know you both have thought a lot about your position and likely consulted other lawyers and can make this decision fairly quick. We have had several conversations regarding this issue. I have thought about it a lot and this the lowest amount I can accept. I have always felt that it was our understanding that that this was not a typical contract lawyer case, and that I was not a typical contract lawyer. In light of the substantial work performed and the exceptional results achieved, the fee is extremely fair and reasonable.

If you are not agreeable, then I cannot continue to lose money to help you. I will need to consider all options available to me.

Please let me know your decisions as to how to proceed as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Simon', written over the printed name.

Daniel S. Simon



## **EXHIBIT 6**



**FAX****Date:** 11/30/2017**Pages including cover sheet:** 2

<b>To:</b>	
<b>Phone</b>	
<b>Fax Number</b>	(702) 364-1655

<b>From:</b>	Jessie Romero
	Vannah & Vannah
	400 S. 7th Street
	Las Vegas
	NV 89101
<b>Phone</b>	(702) 369-4161 * 302
<b>Fax Number</b>	(702) 369-0104

**NOTE:**



November 29, 2017

**VIA FACSIMILE: (702) 364-1655**

Daniel S. Simon, Esq.  
LAW OFFICE OF DANIEL S. SIMON  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101

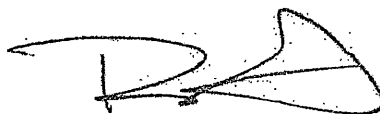
RE: Letter of Direction

Dear Mr. Simon:

Please let this letter serve to advise you that I've retained Robert D. Vannah, Esq., and John B. Greene, Esq., of Vannah & Vannah to assist in the litigation with the Viking entities, et.al. I'm instructing you to cooperate with them in every regard concerning the litigation and any settlement. I'm also instructing 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.

Thank you for your understanding and compliance with the terms of this letter.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Edgeworth', with a stylized, sweeping flourish at the end.

Brian Edgeworth



## **EXHIBIT 7**



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

1 **ATLN**  
2 **DANIEL S. SIMON, ESQ.**  
3 Nevada Bar No. 4750  
4 **ASHLEY M. FERREL, ESQ.**  
5 Nevada Bar No. 12207  
6 810 S. Casino Center Blvd.  
7 Las Vegas, Nevada 89101  
8 Telephone (702) 364-1650  
9 lawyers@simonlawlv.com  
10 *Attorneys for Plaintiffs*

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and )  
10 AMERICAN GRATING, LLC.; )  
11 Plaintiffs, )  
12 vs. )  
13 LANGE PLUMBING, L.L.C.; )  
14 THE VIKING CORPORATION, )  
15 a Michigan corporation; )  
16 SUPPLY NETWORK, INC., dba VIKING )  
17 SUPPLYNET, a Michigan corporation; )  
18 and DOES I through V and ROE )  
19 CORPORATIONS VI through X, inclusive, )  
20 Defendants. )

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

18 **NOTICE OF ATTORNEY'S LIEN**

19 **NOTICE IS HEREBY GIVEN** that the Law Office of Daniel S. Simon, a Professional  
20 Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN  
21 GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled  
22 matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial  
23 damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

24 That the undersigned claims a lien, pursuant to N.R.S. 18.015, to any verdict, judgment, or  
25 decree entered and to any money which is recovered by settlement or otherwise and/or on account of  
26 the suit filed, or any other action, from the time of service of this notice. This lien arises from the  
27 services which the Law Office of Daniel S. Simon has rendered for the client, along with court costs  
28 and out-of-pocket costs advanced by the Law Office of Daniel S. Simon in an amount to be



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

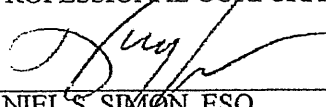
1 determined.

2 The Law Office of Daniel S. Simon claims a lien for a reasonable fee for the services rendered  
3 by the Law Office of Daniel S. Simon on any settlement funds, plus outstanding court costs and out-  
4 of-pocket costs currently in the amount of \$80,326.86 and which are continuing to accrue, as  
5 advanced by the Law Office of Daniel S. Simon in an amount to be determined upon final resolution.  
6 The above amount remains due, owing and unpaid, for which amount, plus interest at the legal rate,  
7 lien is claimed.

8 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
9 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
10 or any other action, from the time of service of this notice.

11 Dated this 30<sup>th</sup> day of November, 2017.

12 THE LAW OFFICE OF DANIEL S. SIMON,  
13 A PROFESSIONAL CORPORATION

14   
15 DANIEL S. SIMON, ESQ.  
16 Nevada Bar No. 4750  
17 ASHLEY M. FERREL, ESQ.  
18 Nevada Bar No. 12207  
19 SIMON LAW  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
22  
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24  
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SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF CLARK )

4 DANIEL S. SIMON, being first duly sworn, deposes and says:

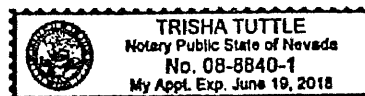
5 That he is the attorney who has at all times represented EDGEWORTH FAMILY TRUST and  
6 AMERICAN GRATING, LLC., as counsel from May 1, 2016, until present, in its claims for damages  
7 resulting from the April 16, 2016, sprinkler failure that caused substantial damage to the Edgeworth  
8 residence located at 645 Saint Croix Street, Henderson, Nevada.

9 That he is owed for attorney's fees for a reasonable fee for the services which have been  
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount  
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon  
12 in an amount to be determined upon final resolution of any verdict, judgment, or decree entered and  
13 to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any  
14 other action, from the time of service of this notice. That he has read the foregoing Notice of  
15 Attorney's Lien; knows the contents thereof, and that the same is true of his own knowledge, except  
16 as to those matters therein stated on information and belief, and as to those matters, he believes them  
17 to be true.

18  
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24  
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26  
27  
28  
  
DANIEL S. SIMON

23 SUBSCRIBED AND SWORN  
24 before me this 30 day of November, 2017

26  
27  
28  
  
Notary Public





SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 30<sup>th</sup> day of November, 2017, I served the foregoing **NOTICE OF ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:

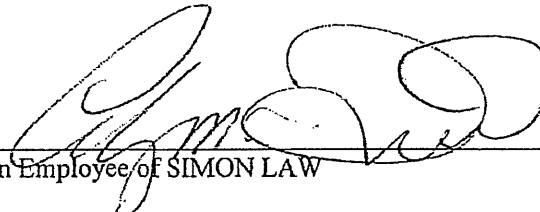
Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW

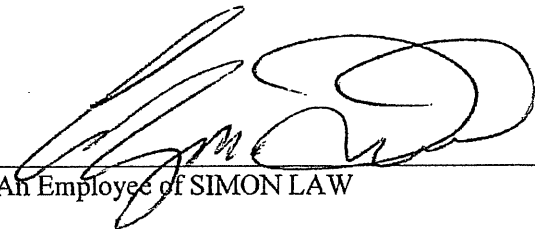


SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 1<sup>st</sup> day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012



An Employee of SIMON LAW



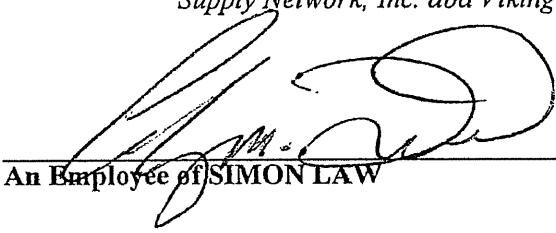
SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 15<sup>th</sup> day of December, 2017, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing NOTICE OF ATTORNEY'S LIEN on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Bob Paine  
**Zurich North American Insurance Company**  
10 S. Riverside Plz.  
Chicago, IL 60606  
*Claims Adjustor for*  
*Zurich North American Insurance Company*

Daniel Polsenberg, Esq.  
Joel Henriod, Esq.  
**Lewis Roca Rothgerber Christie**  
3993 Howard Hughes Parkway, Ste. 600  
Las Vegas, NV 89169  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

  
An Employee of SIMON LAW



## **EXHIBIT 8**



**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
 Brian & Angela Edgeworth  
 645 Saint Croix St.  
 Henderson, NV. 89012

1. Article Addressed to:  
 Brian & Angela Edgeworth  
 645 Saint Croix St.  
 Henderson, NV. 89012

2. Article Number (Transfer from service label)  
 7005 1160 0003 6591 2385

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) ☒ Address  
 C. Date of Delivery 12-4-11  
 D. Is delivery address different from item 1? ☒ Yes  
 If YES, enter delivery address below: No

3. Service Type  
☐ Priority Mail Express®  
☐ Adult Signature  
☐ Registered Mail™  
☒ Certified Mail®  
☒ Return Receipt for Merchandise  
☐ Collect on Delivery Restricted Delivery  
☐ Signature Confirmation  
☐ Insured Mail  
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
 American Grating  
 1191 Center Point Drive  
 Ste. A  
 Henderson, NV 89074

1. Article Addressed to:  
 American Grating  
 1191 Center Point Drive  
 Ste. A  
 Henderson, NV 89074

2. Article Number (Transfer from service label)  
 7008 3230 0001 1011 3509

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) ☒ Address  
 C. Date of Delivery 12-4-11  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: No

3. Service Type  
☐ Priority Mail Express®  
☐ Adult Signature  
☐ Registered Mail™  
☒ Certified Mail®  
☒ Return Receipt for Merchandise  
☐ Collect on Delivery Restricted Delivery  
☐ Signature Confirmation  
☐ Insured Mail  
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
 Edgeworth Family Trust  
 645 Saint Croix St.  
 Henderson, NV 89012

1. Article Addressed to:  
 Edgeworth Family Trust  
 645 Saint Croix St.  
 Henderson, NV 89012

2. Article Number (Transfer from service label)  
 9590 9402 2854 7069 0893 09

Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) ☒ Address  
 C. Date of Delivery 12-6-11  
 D. Is delivery address different from item 1? ☒ Yes  
 If YES, enter delivery address below: No

3. Service Type  
☐ Priority Mail Express®  
☐ Adult Signature  
☐ Registered Mail™  
☒ Certified Mail®  
☒ Return Receipt for Merchandise  
☐ Collect on Delivery Restricted Delivery  
☐ Signature Confirmation  
☐ Insured Mail  
☐ Restricted Delivery (over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse so that we can return the card to you.  
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
 Joel Henricol, Esq.  
 Lewis Roca Rothgerber  
 Christie  
 3943 Howard Hughes Parkway  
 Ste. 600  
 Las Vegas, NV. 89169

1. Article Addressed to:  
 Joel Henricol, Esq.  
 Lewis Roca Rothgerber  
 Christie  
 3943 Howard Hughes Parkway  
 Ste. 600  
 Las Vegas, NV. 89169

2. Article Number (Transfer from service label)  
 005 1160 0003 6591 2392

Form 3811, July 2015 PSN 7530-02-000-9053

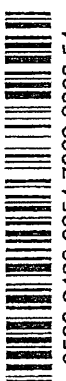

**COMPLETE THIS SECTION ON DELIVERY**

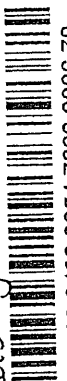
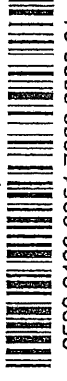
A. Signature ☒ Agent  
 B. Received by (Printed Name) ☒ Address  
 C. Date of Delivery 12-4-11  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: No

3. Service Type  
☐ Priority Mail Express®  
☐ Adult Signature  
☐ Registered Mail™  
☒ Certified Mail®  
☒ Return Receipt for Merchandise  
☐ Collect on Delivery Restricted Delivery  
☐ Signature Confirmation  
☐ Insured Mail  
☐ Restricted Delivery (over \$500)

Domestic Return Receipt



<b>SENDER: COMPLETE THIS SECTION</b> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: <b>Angela Bullock</b> <b>kinsale Insurance Comp.</b> <b>221 Edward Holland Dr. Ste 400</b> <b>Richmond VA 23130</b>  9590 9402 2854 7069 0893 54 Article Number (Transfer from service label) 7015 1520 0001 4968 140 PS Form 3811, July 2015 PSN 7530-02-000-9053		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Robert Hill</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		<b>SENDER: COMPLETE THIS SECTION</b> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: <b>Randolph Sinnott, Esq.</b> <b>Sinnott, Pueblo, Campaigne &amp; Curet</b> <b>550 S. Hope Street, Ste. 2350</b> <b>Los Angeles, CA. 90071</b>  9590 9402 2854 7069 0893 47 Article Number (Transfer from service label) 7015 1520 0001 4968 1389 PS Form 3811, July 2015 PSN 7530-02-000-9053		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Robert Hill</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Robert Hill</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
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<b>SENDER: COMPLETE THIS SECTION</b> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: <b>heodore Parker III, Esq.</b> <b>Arther Nelson &amp; Associates</b> <b>400 Professional Court Ste 200</b> <b>Las Vegas NV 89128</b>  9590 9402 2854 7069 0886 78 Article Number (Transfer from service label) 7005 1160 0003 6591 2361 PS Form 3811, July 2015 PSN 7530-02-000-9053		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Arther Nelson</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		<b>SENDER: COMPLETE THIS SECTION</b> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: <b>Michael J. Nunez, Esq.</b> <b>Murchison &amp; Cumming, LLP</b> <b>350 S. Rampart Blvd.</b> <b>Ste. 320</b> <b>Las Vegas, NV. 89145</b>  9590 9402 2854 7069 0886 61 Article Number (Transfer from service label) 7015 1520 0001 4968 1396 PS Form 3811, July 2015 PSN 7530-02-000-9053		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Michael Nunez</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <b>Michael Nunez</b> <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
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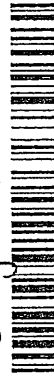


**SENDER: COMPLETE THIS SECTION**

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet C. Pancoast, Esq.  
Cisneros & Marias  
1160 N. Town Center Dr. Ste. 130  
Las Vegas NV 89144



9590 9402 2854 7069 0886 54

2. Article Number (Transfer from service label)

7005 1160 0003 6591 2354

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery 12/2/11
- C. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☒ Certified Mail®
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Insured Mail
  - ☐ Insured Mail Restricted Delivery (over \$500)
  - ☐ Priority Mail Express®
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☒ Return Receipt for Merchandise
  - ☐ Signature Confirmation®
  - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



## **EXHIBIT 9**



**SIMON LAW**  
A PROFESSIONAL CORPORATION  
810 SOUTH CASINO CENTER BOULEVARD  
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 364-1650

FACSIMILE (702) 364-1655

December 7, 2017

Robert Vannah, Esq.  
John Greene, Esq.  
400 South 7<sup>th</sup> Street, Suite 400  
Las Vegas, Nevada 89101

**RE: Edgeworth v. Viking, et al.**

Dear Mr. Vannah,

It was a pleasure speaking with you today. Pursuant to your direction, based on the wishes of the client, all client communication will be directed to your office.

Thank you for confirming that the pending evidentiary hearing concerning Viking, may be taken off calendar. There are pending motions on the enforceability of the Lange contract which need to be addressed in the very near term. We have moved to enforce the contract; and, Lange has asked the Court to find the contract void. The Lange brief to void the contract is attached. Because of the motion briefing schedule, the decision to take the pending motions off calendar should be made on or before Monday, December 11, 2017.

An issue of concern is the current settlement proposal from Lange. The offer is \$100,000.00 with an offset of approximately \$22,000.00 for a net offer of about \$78,000.00. The \$78k would be "new" money in addition to the \$6M offered by Viking. If the Lange offer is accepted it would end the case and no other recovery for the subject incident would be possible. If the Lange offer is not accepted, then Viking will need to file a motion for Good Faith settlement. See attached motion. If the motion is granted, then the \$6M settlement will be paid. If denied, then the \$6M payment will be delayed an indeterminate time.

The Lange offer is good as far as the property damage claims are concerned. However, there is a potential for recovery of attorney fees and costs from Lange

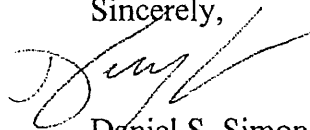


based upon the Lange contract with American Grating LLC. If the current Lange offer is accepted the potential recovery of attorney fees and costs pursuant to the contract will be waived. If the Lange motion to void the contract is granted, then the claim against Lange for attorney fees and costs will be destroyed (unless there is a successful appeal).

Simon Law is reviewing the case file and work performed from the outset that has not been billed (including such things as obtaining a forensic copy of case related e-mails and phone records) to provide a comprehensive hourly bill. It is reasonably expected at this time that the hourly bill may well exceed a total of \$1.5M and the costs currently are approximately \$200,000. The size of the billing and costs incurred should be considered in the decision to accept the current Lange offer or to continue to pursue Lange under the contract.

Thank you for your assistance in this matter. I have discussed the above with the client previously, but the situation requires a review. If there are any questions, or if any additional information is needed, please let me know.

Sincerely,



Daniel S. Simon



## **EXHIBIT 10**



# VANNAH & VANNAH

AN ASSOCIATION OF ATTORNEYS  
INCLUDING PROFESSIONAL CORPORATIONS

December 7, 2017

## CONSENT TO SETTLE

**RE:** EFT & AMERICAN GRATING v. LANGE

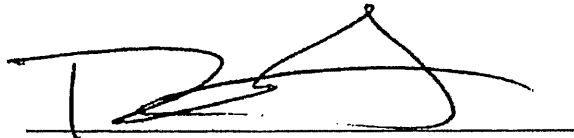
WE, Brian Edgeworth and Angela Edgeworth, on behalf of the Edgeworth Family Trust (EFT) and American Grating, consent to settle all claims against LANGE for the gross amount of \$100,000, minus sums owed to LANGE pursuant to the Contract. We acknowledge that our attorneys have advised us that by settling the outstanding claims with LANGE, we will be waiving all claims for attorneys' fees, including any contingency fee that a court may award to the Law Office of Daniel S. Simon. By settling our claims with LANGE, we understand that LANGE will also agree to dismiss all claims against VIKING entities, including claims for contribution and indemnity. Also, we understand that no party to the litigation will oppose any motion for Good Faith Settlement. We understand and agree that by settling our claims against LANGE and VIKING, all aspects and claims related to the litigation will be resolved and dismissed with prejudice.

We acknowledge that Mr. Vannah has also explained to us that to continue to litigate with LANGE is economically speculative, as we've already been made more than whole with the settlement with the VIKING entities, and LANGE may be legally entitled to an offset for the amount of the settlement paid to us by VIKING. We also understand that to continue to litigate with LANGE over the payment of attorneys fees is also not only speculative, but is akin to throwing good money after bad by spending considerably more money on attorneys fees in an effort to recover attorneys fees.

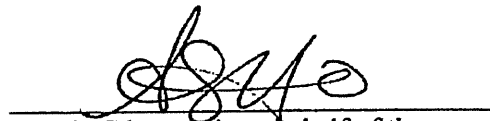


Rather, we acknowledge that Mr. Vannah has advised us to settle with LANGE for the negotiated amount of \$100,000 and we consent to settle.

DATED this 7<sup>th</sup> day of December, 2017.

A handwritten signature in black ink, appearing to be 'B. Edgeworth', written over a horizontal line.

Brian Edgeworth on behalf of the EFT  
and American Grating

A handwritten signature in black ink, appearing to be 'A. Edgeworth', written over a horizontal line.

Angela Edgeworth on behalf of the  
EFT and American Grating



## **EXHIBIT 11**



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9620221400-001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
GLO-8250029-04	4/9/2016	8X
INSURED	The Viking Corporation	

NATURE OF PAYMENT

**NO. 299 0007621**

Settlement of all Fire sprinkler related claims

\$ 288,572.00

VALID	PAY	KD	AMOUNT
<u>PRDPD</u>	<u>60</u>	<u>CLM</u>	<u>\$288,572.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TAX ID 880354871

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007621**

CLAIM NO. 9620221400-001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$288,572\*\*\*\* DOLLARS AND 00\*CENTS

**VOID AFTER 180 DAYS**

PAY TO THE ORDER OF Edgworth Family Trust and its Trustees Brian Edgworth & Angela Edgworth; American Grating, LLC; and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*CM 7/23*

⑈ 2990007621⑈ ⑆044115443⑆ 528291201⑈

AA00201



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**  
P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9260157452 -001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
AUC-0144193-00	1/1/2016	8X
INSURED	Viking Corporation	

NATURE OF PAYMENT

**NO. 299 0007622**

Settlement of all Fire sprinkler related claims

\$ 5,711,428.00

VALID	PAY	KD	AMOUNT
<u>UBRGP</u>	60	CLM	\$5,711,428.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TAX ID 880354871

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

56-1544  
441

**NO. 299 0007622**

CLAIM NO. 9260157452 -001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$5,711,428\*\*\*\* DOLLARS AND 00\*\*CENTS

VOID AFTER 180 DAYS

PAY TO THE ORDER OF Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC; and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine R.*  
*Steph Harris*

⑈ 2990007622⑈ ⑆044115443⑆ 528291201⑈

AA00202



## **EXHIBIT 12**



## Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Tue 12/26/2017 12:18 PM

To: James R. Christensen <jim@jchristensenlaw.com>;

Cc: John Greene <jgreene@vannahlaw.com>; Daniel Simon <dan@simonlawlv.com>;

The clients are available until Saturday. However, they have lost all faith and trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account. Quite frankly, they are fearful that he will steal the money. Also, they are very disappointed that it's going to take weeks for Mr. Simon to determine what he thinks is the undisputed amount. Also, please keep in mind that this is a cashiers check for the majority of the funds, so why is it going to take so long to clear those funds? What is an interpleader going to do? If we can agree on placing the money in an interest-bearing escrow account with a qualified escrow company, we can get the checks signed and deposited. There can be a provision that no money will be distributed to anyone until Mr. Simon agrees on the undisputed amount and/or a court order resolving this matter, but until then the undisputed amount could be distributed. I am trying to get this thing resolved without violation of any fiduciary duties that Mr. Simon owes to the client, and, it would make sense to do it this way. Rather than filing an interpleader action, we are probably just going to file suit ourselves and have the courts determine what is appropriate here. I really would like to minimize the damage to the clients, and I think there is a fiduciary duty to do that.

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.

AA00204



Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

Sent from my iPad

On Dec 19, 2017, at 2:36 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Folks,

Simon Law is working on the final bill. That process may take a week or two, depending on holiday staffing, etc.

The checks can be endorsed and deposited into trust before or after the final bill is generated-the only impact might be on the time horizon regarding when funds are available for disbursement.

If the clients are ok with adding in a week or so of potential delay, then Simon Law has no concerns. As a practical matter, if the clients are not available to endorse until after New Year, then the discussion is probably moot anyway.

Any concerns, please let me know.

Happy Holidays!

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John



----- Forwarded message -----

From: John Greene <jgreene@vannahlaw.com>

Date: Mon, Dec 18, 2017 at 1:56 PM

Subject: Re: Edgeworth v. Viking

To: Daniel Simon <dan@simonlawlv.com>

Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

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John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
jgreene@vannahlaw.com

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
jgreene@vannahlaw.com



**From:** Daniel Simon

**Sent:** Monday, December 18, 2017 11:03 AM

**To:** John Greene <jgreene@vannahlaw.com>


**Cc:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON

ATTORNEY AT LAW

 SIMON LAW

810 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1650

(F) 702.364.1655

DAN@SIMONLAWLV.COM

AA00207



## **EXHIBIT 13**



James R. Christensen Esq.  
601 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Ph: (702)272-0406 Fax: (702)272-0415  
E-mail: jim@jchristensenlaw.com  
*Admitted in Illinois and Nevada*

December 27, 2017

*Via E-Mail*

Robert D. Vannah  
400 S. 7<sup>th</sup> Street  
Las Vegas, NV 89101  
rvannah@vannahlaw.com

Re: Edgeworth v. Viking

Dear Bob:

I look forward to working with you to resolve whatever issues may exist concerning the disbursement of funds in the Edgeworth case. To that end, I suggest we avoid accusations or positions without substance.

This letter is in response to your email of December 26, 2017. I thought it best to provide a formal written response because of the number of issues raised.

Please consider the following time line:

- On Monday, December 18, 2017, Simon Law picked up two Zurich checks in the aggregate amount of \$6,000,000.00. (Exhibit 1; copies of checks.)
- On Monday, December 18, 2017, immediately following check pick-up, Mr. Simon called Mr. Greene to arrange check endorsement. Mr. Simon left a message.



- On Monday, December 18, 2017, Mr. Greene returned the call and spoke to Mr. Simon. (Exhibit 2; confirming email string.)
- During the Monday call, Mr. Simon advised that he would be on a holiday trip and unavailable beginning Friday, December 22, 2017, until after the New Year. Mr. Simon asked that the clients endorse the checks prior to December 22<sup>nd</sup>. (Exhibit 2.)
- During the Monday call, Mr. Greene told Mr. Simon that the clients would not be available to sign checks until after the New Year. (Exhibit 2.)
- During the Monday call, Mr. Greene stated that he would contact Simon Law about scheduling endorsement. (Exhibit 2.)
- On Friday, December 22, 2017, the Simon family went on their holiday trip.
- On Saturday, December 23, 2017, at 10:45 p.m., an email was sent which indicated that delay in endorsement was not acceptable. The email also raised use of an escrow account as an alternative to the Simon Law trust account. (Exhibit 2.)
- On Tuesday, December 26, 2017, I responded by email and invited scheduling endorsement after the New Year, and discounted the escrow account option. (Exhibit 2.)

In response to your December 26, 2017 email, please consider the following:

1. The clients are available until Saturday. This is new information and it is different from the information provided by Mr. Greene. Regardless, Mr. Simon is out of town until after the New Year.
2. Loss of faith and trust. This is unfortunate, in light of the extraordinary result obtained by Mr. Simon on the client's behalf. However, Mr. Simon is still legally due a reasonable fee for the services rendered. NRS 18.015.
3. Steal the money. We should avoid hyperbole.



4. Time to determine undisputed amount. The time involved is a product of the immense amount of work involved in the subject case, which is clearly evident from the amazing monetary result, and the holidays. And, use of a lien is not “inconsistent with the attorney’s professional responsibilities to the client.” NRS 18.015(5).
5. Time to clear. The checks are not cashier’s checks. (Exhibit 1.) Even a cashier’s check of the size involved would be subject to a “large deposit item hold” per Regulation CC.
6. Interpleader. The interpleader option - deposit with the Court - was offered as an alternative to the Simon Law trust account, to address the loss of faith issue. The cost and time investment is also minimal.
7. Escrow alternative. Escrow does not owe the same duties and obligations as those that apply to an attorney and a trust account. Please compare, *Mark Properties v. National Title Co.*, 117 Nev. 941, 34 P.3d 587 (2001); with, Nev. Rule of Professional Conduct 1.15; SCR 78.5; etc. The safekeeping property duty is also typically seen as non-delegable.

To protect everyone involved, the escrow would have to accept similar duties and obligations as would be owed by an attorney. That would be so far afield from the usual escrow obligations under *Mark*, that it is doubtful that an escrow could be arranged on shorter notice, if at all; and, such an escrow would probably come at great cost.

We are not ruling out this option, we simply see it as un-obtainable. If you believe it is viable and wish to explore it further, please do so.

8. File suit ourselves. An independent action would be far more time consuming and expensive than interpleader. However, that is an option you will have to consider on your own.



9. Fiduciary duty. Simon Law is in compliance with all duties and obligations under the law. *See, e.g.*, NRS 18.015(5).

10. Client damages. I can see no discernable damage claim.

Please let me know if you are willing to discuss moving forward in a collaborative manner.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

*/s/ James R. Christensen*

**JAMES R. CHRISTENSEN**

JRC/dmc

cc: Daniel Simon

enclosures



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO.	DATE ISSUED	ISSUING OFFICE
9620221400-001	12/8/2017	HO
POLICY NO.	DATE OF LOSS	ISSUED BY
GLO-8250029-04	4/9/2016	8X
INSURED	The Viking Corporation	

NATURE OF PAYMENT

**NO. 299 0007621**

Settlement of all Fire sprinkler related claims

\$ 288,572.00

TAX ID 880354871

VALID	PAY	KD	AMOUNT
<u>PRDPD</u>	60	CLM	\$288,572.00

**NON-NEGOTIABLE****THIS IS NOT A NEGOTIABLE INSTRUMENT**56-1544  
441**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

**NO. 299 0007621**

CLAIM NO. 9620221400-001

EXACTLY \$288,572\*\*\*\* DOLLARS AND 00\*\*CENTS

CLAIM HANDLING OFFICE NO.

26

**VOID AFTER 180 DAYS**PAY TO THE  
ORDER OFEdgeworth Family Trust and its Trustees Brian  
Edgeworth & Angela Edgeworth; American Grating, LLC;  
and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$288,572.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*Edgeworth*

⑈ 2990007621⑈ ⑆044115443⑆ 528291201⑈

AA00213



C1-10269-I (07/16)

**ZURICH AMERICAN INSURANCE COMPANY**  
P.O. BOX 66946 CHICAGO, IL 60666-6946

CLAIM NO.-SUB NO. <b>9260157452 -001</b>	DATE ISSUED <b>12/8/2017</b>	ISSUING OFFICE <b>HO</b>	
POLICY NO. <b>AUC-0144193-00</b>	DATE OF LOSS <b>1/1/2016</b>	ISSUED BY <b>8X</b>	PAYMENT SERVICE DATES
INSURED <b>Viking Corporation</b>			

NATURE OF PAYMENT

**NO. 299 0007622**

Settlement of all Fire sprinkler related claims

\$ 5,711,428.00

TAX ID 880354871

VALID	PAY	KD	AMOUNT
<u>UBRGP</u>	60	CLM	\$5,711,428.00

**NON-NEGOTIABLE**

**THIS IS NOT A NEGOTIABLE INSTRUMENT**

56-1544  
441

**ZURICH AMERICAN INSURANCE COMPANY**

P.O. BOX 66946 CHICAGO, IL 60666-6946

**NO. 299 0007622**

CLAIM NO. 9260157452 -001

CLAIM HANDLING OFFICE NO. 26

EXACTLY \$5,711,428\*\*\*\* DOLLARS AND 00\*\*CENTS

VOID AFTER 180 DAYS

PAY TO THE ORDER OF Edgeworth Family Trust and its Trustees Brian Edgeworth & Angela Edgeworth; American Grating, LLC; and the Law Office of Daniel Simon.

DATE	AMOUNT
12/8/2017	\$5,711,428.00

TO: JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OH

*Christine K*  
*Shy H Harris*

⑈ 2990007622⑈ ⑆044115443⑆ 528291201⑈

AA00214



## Re: Edgeworth v. Viking

Robert Vannah <rvannah@vannahlaw.com>

Tue 12/26/2017 12:18 PM

To: James R. Christensen <jim@jchristensenlaw.com>;

Cc: John Greene <jgreene@vannahlaw.com>; Daniel Simon <dan@simonlawlv.com>;

The clients are available until Saturday. However, they have lost all faith and trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account. Quite frankly, they are fearful that he will steal the money. Also, they are very disappointed that it's going to take weeks for Mr. Simon to determine what he thinks is the undisputed amount. Also, please keep in mind that this is a cashiers check for the majority of the funds, so why is it going to take so long to clear those funds? What is an interpleader going to do? If we can agree on placing the money in an interest-bearing escrow account with a qualified escrow company, we can get the checks signed and deposited. There can be a provision that no money will be distributed to anyone until Mr. Simon agrees on the undisputed amount and/or a court order resolving this matter, but until then the undisputed amount could be distributed. I am trying to get this thing resolved without violation of any fiduciary duties that Mr. Simon owes to the client, and, it would make sense to do it this way. Rather than filing an interpleader action, we are probably just going to file suit ourselves and have the courts determine what is appropriate here. I really would like to minimize the damage to the clients, and I think there is a fiduciary duty to do that.

Sent from my iPad

On Dec 26, 2017, at 10:46 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

Bob,

Mr. Simon is out of town, returning after the New Year. As I understand it, Mr. Simon had a discussion with Mr. Greene on December 18. Mr. Simon was trying to facilitate deposit into the Simon Law trust account before he left town. Mr. Simon was informed that the clients were not available until after the New Year. The conversation was documented on the 18th via email. Given that, I don't see anything happening this week.

Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.



Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

Sent from my iPad

On Dec 19, 2017, at 2:36 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Folks,

Simon Law is working on the final bill. That process may take a week or two, depending on holiday staffing, etc.

The checks can be endorsed and deposited into trust before or after the final bill is generated-the only impact might be on the time horizon regarding when funds are available for disbursement.

If the clients are ok with adding in a week or so of potential delay, then Simon Law has no concerns. As a practical matter, if the clients are not available to endorse until after New Year, then the discussion is probably moot anyway.

Any concerns, please let me know.

Happy Holidays!

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

Jim, Bob wanted you to see this, and I goofed on your email in the original mailing. John



----- Forwarded message -----

From: John Greene <jgreene@vannahlaw.com>  
Date: Mon, Dec 18, 2017 at 1:56 PM  
Subject: Re: Edgeworth v. Viking  
To: Daniel Simon <dan@simonlawlv.com>  
Cc: Robert Vannah <rvannah@vannahlaw.com>, jim@christensenlaw.com

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

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<image001.jpg>

--  
John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

--  
John B. Greene, Esq.  
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400 S. 7th Street, 4th Floor  
Las Vegas, Nevada 89101  
Phone: (702) 369-4161  
Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)



**From:** Daniel Simon

**Sent:** Monday, December 18, 2017 11:03 AM

**To:** John Greene <jgreene@vannahlaw.com>


**Cc:** Daniel Simon <dan@simonlawlv.com>

**Subject:** Edgeworth v. Viking

I have received the settlement checks. Please have the client's come in to my office to sign so I can promptly put them in my trust account. Thanks!!

DANIEL S. SIMON

ATTORNEY AT LAW

 SIMON LAW

800 South Casino Center Blvd.

Las Vegas, NV 89101

(P) 702.364.1600

(F) 702.364.1655

DAN@SIMONLAWLV.COM

AA00218



## **EXHIBIT 14**



# Re: Edgeworth v. Viking

Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>

Thu 12/28/2017 3:21 PM

To: James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)>;

Cc: John Greene <[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>; Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>;

Sarah called me back. Apparently Danny is a bank client also. That works out well. The way she would do this is to make it a "locked" account. I wasn't very familiar with that concept, but since there will only be a few checks that is fine. Any disbursements will require both his and my signature. She asked me to give her the name of the account: it should probably read something like "Danny Simon and Robert Vannah in trust for..." Another issue that she raised is that they need a Social Security number or something like that because it is an interest-bearing account. Should it be the clients' Social Security or corporate ID number, or should it be Danny's? Obviously, at the end of the year the IRS will have to be notified as to who the real party in interest is. Just some thoughts. Since Danny is back in the office on January 4, why don't we set the account up then?

Sent from my iPad

On Dec 28, 2017, at 3:08 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Bob,

I am available tomorrow for a call.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Thursday, December 28, 2017 3:07:06 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

I took the liberty of calling Bank Of Nevada and left a message for Sarah Guindy, asking her if we can do exactly what we seem to be agreeing to. I left her my phone number, and am expecting a call back. If she thinks we can do that, we can set up a conference call between you and me and work out the details with her. This seems to be the best way to get this money distributed to Danny and to the clients.

Sent from my iPad

On Dec 28, 2017, at 2:03 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

AA00220



Bob,

A separate trust account is a good idea. Agreed to you and Danny being co-signers, with both needed. I suggest a non-IOLTA account. The interest can inure to the clients.

How about Bank of Nevada?

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Thursday, December 28, 2017 4:17:36 AM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

I'm not suggesting I have concerns over Danny stealing the money, I'm simply relaying his clients' statements to me. I have an idea. Why don't we set up a separate trust account dedicated to these clients. Any disbursement requires 2 signatures, Danny's and mine. Have Danny, expeditiously, determine exactly what his lien claim is going to be. We recognize that there will be an undisputed amount for his incurred costs and time since the last invoice. We also recognize that the clients are entitled to all the funds immediately after the checks clear, exclusive of Danny's undisputed final billing for fees and costs, since the last statement, and his claimed lien. We were under the impression that the 2 checks totaling \$6,000,000 were cashiers checks. We were wrong apparently; we got that impression from the settlement agreement. In any event, I recognize that it takes time to clear the checks. The damage to the clients in delaying this disbursement is the high interest loans made by the clients to fund the underlying litigation. The pressing concern here is to get the clients, and Danny, their funds which are not in dispute. Agreed? I'm not commenting on the merits of Danny's claim. I just want to get the majority of the money distributed to both Danny and the clients. There is a fiduciary duty to get that done expeditiously. The "disputed lien" funds will be adequately segregated and protected. We are not going to allow this case to be decided in a summary interpleader action. Whatever bank we use is fine with me, I just want it done ASAP.

Sent from my iPad

On Dec 27, 2017, at 1:14 PM, James R. Christensen <[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

Please see attached

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.

AA00221



Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Tuesday, December 26, 2017 12:18:41 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

The clients are available until Saturday. However, they have lost all faith and trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account. Quite frankly, they are fearful that he will steal the money. Also, they are very disappointed that it's going to take weeks for Mr. Simon to determine what he thinks is the undisputed amount. Also, please keep in mind that this is a cashiers check for the majority of the funds, so why is it going to take so long to clear those funds? What is an interpleader going to do? If we can agree on placing the money in an interest-bearing escrow account with a qualified escrow company, we can get the checks signed and deposited. There can be a provision that no money will be distributed to anyone until Mr. Simon agrees on the undisputed amount and/or a court order resolving this matter, but until then the undisputed amount could be distributed. I am trying to get this thing resolved without violation of any fiduciary duties that Mr. Simon owes to the client, and, it would make sense to do it this way. Rather than filing an interpleader action, we are probably just going to file suit ourselves and have the courts determine what is appropriate here. I really would like to minimize the damage to the clients, and I think there is a fiduciary duty to do that.

Sent from my iPad

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Simon Law has an obligation to safe keep the settlement funds. While Mr. Simon is open to discussion, I think the choice at this time is the Simon Law trust account or interplead with the Court.

Let's stay in touch this week and see if we can get something set up for after the New Year.

AA00222



Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

---

**From:** Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>  
**Sent:** Saturday, December 23, 2017 10:10:45 PM  
**To:** James R. Christensen  
**Cc:** John Greene; Daniel Simon  
**Subject:** Re: Edgeworth v. Viking

Are you agreeable to putting this into an escrow account? The client does not want this money placed into Danny Simon's account. How much money could be immediately released? \$4,500,000? Waiting for any longer is not acceptable. I need to know right after Christmas.

Sent from my iPad

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<[jim@jchristensenlaw.com](mailto:jim@jchristensenlaw.com)> wrote:

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That process may take a week or two,  
depending on holiday staffing, etc.

The checks can be endorsed and  
deposited into trust before or after the  
final bill is generated-the only impact  
might be on the time horizon regarding  
when funds are available for  
disbursement.

If the clients are ok with adding in a week  
or so of potential delay, then Simon Law  
has no concerns. As a practical  
matter, if the clients are not available to  
endorse until after New Year, then the  
discussion is probably moot anyway.

Any concerns, please let me know.

AA00223



Happy Holidays!

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**From:** John Greene  
<[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)>  
**Sent:** Monday, December 18, 2017 1:59:02 PM  
**To:** James R. Christensen  
**Subject:** Fwd: Edgeworth v. Viking

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Date: Mon, Dec 18, 2017 at 1:56 PM  
Subject: Re: Edgeworth v. Viking  
To: Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)>  
Cc: Robert Vannah <[rvannah@vannahlaw.com](mailto:rvannah@vannahlaw.com)>, [jim@christensenlaw.com](mailto:jim@christensenlaw.com)

Danny:

We'll be in touch regarding when the checks can be endorsed. In the meantime, we need to know exactly how much the clients are going to get from the amount to be deposited. In other words, you have mentioned that there is a disputed amount for your fee. You also mentioned in our conversation that you wanted the clients to endorse the settlement checks before an undisputed amount would be discussed or provided. The clients are entitled to know the exact amount that you are going to keep in your trust account until that issue is resolved. Please provide this information, either directly or through Jim. Thank you.

John

On Mon, Dec 18, 2017 at 1:14 PM, Daniel Simon <[dan@simonlawlv.com](mailto:dan@simonlawlv.com)> wrote:

Thanks for returning my call. You advised that the clients were unable to execute the settlement

AA00224



checks until after the New Year. Obviously, we want to deposit the funds in the trust account to ensure the funds clear, which could take 7-10 days after I can deposit the checks. I am available all week this week, but will be out of the office starting this Friday until after the New Year. Please confirm how you would like to handle. Thanks!

<image001.jpg>

--

John B. Greene, Esq.  
VANNAH & VANNAH  
400 S. 7th Street, 4th Floor  
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Fax: (702) 369-0104  
[jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

<Ltr to Mr. Vannah.pdf>

<Zurich\_Check[1].pdf>

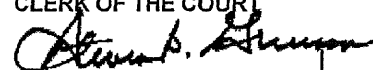
<Zurich\_Check[1].pdf>

<Email string.pdf>



## **EXHIBIT 15**





1 ATLN  
2 DANIEL S. SIMON, ESQ.  
3 Nevada Bar No. 4750  
4 ASHLEY M. FERREL, ESQ.  
5 Nevada Bar No. 12207  
6 810 S. Casino Center Blvd.  
7 Las Vegas, Nevada 89101  
8 Telephone (702) 364-1650  
9 lawyers@simonlawlv.com  
10 Attorneys for Plaintiffs

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

9 EDGEWORTH FAMILY TRUST; and  
10 AMERICAN GRATING, LLC.;

11 Plaintiffs,

12 vs.

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

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

20 Defendants.

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**NOTICE OF AMENDED ATTORNEY'S LIEN**

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NOTICE IS HEREBY GIVEN that the Law Office of Daniel S. Simon, a Professional Corporation, rendered legal services to EDGEWORTH FAMILY TRUST and AMERICAN GRATING, LLC., for the period of May 1, 2016, to the present, in connection with the above-entitled matter resulting from the April 10, 2016, sprinkler failure and massive flood that caused substantial damage to the Edgeworth residence located at 645 Saint Croix Street, Henderson, Nevada 89012.

That the undersigned claims a total lien, in the amount of \$2,345,450.00, less payments made in the sum of \$367,606.25 for a final lien for attorney's fees in the sum of \$1,977,843.80, pursuant to N.R.S. 18.015, to any verdict, judgment, or decree entered and to any money which is recovered by settlement or otherwise and/or on account of the suit filed, or any other action, from the time of service of this notice. This lien arises from the services which the Law Office of Daniel S. Simon has

SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

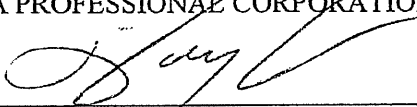
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office  
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

3 The Law Office of Daniel S. Simon claims a lien in the above amount, which is a reasonable  
4 fee for the services rendered by the Law Office of Daniel S. Simon on any settlement funds, plus  
5 outstanding court costs and out-of-pocket costs currently in the amount of \$76,535.93, and which are  
6 continuing to accrue, as advanced by the Law Office of Daniel S. Simon in an amount to be  
7 determined upon final resolution. The above amount remains due, owing and unpaid, for which  
8 amount, plus interest at the legal rate, lien is claimed.

9 This lien, pursuant to N.R.S. 18.015(3), attaches to any verdict, judgment, or decree entered  
10 and to any money which is recovered by settlement or otherwise and/or on account of the suit filed,  
11 or any other action, from the time of service of this notice.

12 Dated this 2<sup>nd</sup> day of January, 2018.

13 THE LAW OFFICE OF DANIEL S. SIMON,  
14 A PROFESSIONAL CORPORATION

15 

16 DANIEL S. SIMON, ESQ.  
17 Nevada Bar No. 4750  
18 ASHLEY M. FERREL, ESQ.  
19 Nevada Bar No. 12207  
20 810 South Casino Center Blvd.  
21 Las Vegas, Nevada 89101  
22  
23  
24  
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27  
28



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF E-SERVICE & U.S. MAIL**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 2<sup>nd</sup> day of January, 2018, I served the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on the following parties by electronic transmission through the Wiznet system and also via Certified Mail- Return

Receipt Requested:

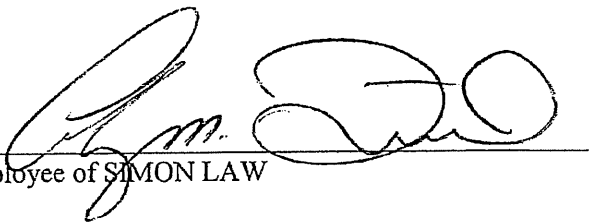
Theodore Parker, III, Esq.  
PARKER NELSON & ASSOCIATES  
2460 Professional Court, Ste. 200  
Las Vegas, NV 89128  
*Attorney for Defendant*  
*Lange Plumbing, LLC*

Michael J. Nunez, Esq.  
MURCHISON & CUMMING, LLP  
350 S. Rampart Blvd., Ste. 320  
Las Vegas, NV 89145  
*Attorney for Third Party Defendant*  
*Giberti Construction, LLC*

Janet C. Pancoast, Esq.  
CISNEROS & MARIAS  
1160 N. Town Center Dr., Suite 130  
Las Vegas, NV 89144  
*Attorney for Defendant*  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

Randolph P. Sinnott, Esq.  
SINNOTT, PUEBLA, CAMPAGNE  
& CURET, APLC  
550 S. Hope Street, Ste. 2350  
Los Angeles, CA 90071  
*Attorney for Zurich American Insurance Co.*

Angela Bullock  
Kinsale Insurance Company  
2221 Edward Holland Drive, Ste. 600  
Richmond, VA 23230  
*Senior Claims Examiner for*  
*Kinsale Insurance Company*

  
An Employee of SIMON LAW



SIMON LAW  
810 S. Casino Center Blvd.  
Las Vegas, Nevada 89101  
702-364-1650 Fax: 702-364-1655

**CERTIFICATE OF U.S. MAIL**

I hereby certify that on this 2<sup>nd</sup> day of January, 2018, I served a copy, via Certified Mail, Return Receipt Requested, of the foregoing **NOTICE OF AMENDED ATTORNEY'S LIEN** on all interested parties by placing same in a sealed envelope, with first class postage fully prepaid thereon, and depositing in the U. S. Mail, addressed as follows:

Brian and Angela Edgeworth  
645 Saint Croix Street  
Henderson, Nevada 89012


American Grating  
1191 Center point Drive, Ste. A  
Henderson, NV 89074

Edgeworth Family Trust  
645 Saint Croix Street  
Henderson, Nevada 89012

Robert Vannah, Esq.  
VANNAH & VANNAH  
400 South Seventh Street, Ste. 400  
Las Vegas, NV 89101

Bob Paine  
Zurich North American Insurance Company  
10 S. Riverside Plz.  
Chicago, IL 60606  
*Claims Adjustor for*  
*Zurich North American Insurance Company*

Joel Henriod, Esq.  
Lewis Roca Rothgerber Christie  
3993 Howard Hughes Parkway, Ste. 600  
Las Vegas, NV 89169  
*The Viking Corporation and*  
*Supply Network, Inc. dba Viking Supplynet*

  
An Employee of SIMON LAW



## **EXHIBIT 16**



**SENDER: COMPLETE THIS SECTION**

1. Complete items 1, 2, and 3.  
 1. Print your name and address on the reverse so that we can return the card to you.  
 1. Attach this card to the back of the mailpiece, or on the front if space permits.  
 Article Addressed to:

American Grating  
 1191 Center Point Dr.  
 Ste. A  
 Henderson, NV 89074

9590 9402 2854 7069 0807 57

Article Number (Transfer from service label)  
 7017 1450 0001 0575 6328

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

1. Complete items 1, 2, and 3.  
 1. Print your name and address on the reverse so that we can return the card to you.  
 1. Attach this card to the back of the mailpiece, or on the front if space permits.  
 Article Addressed to:

Robert Vannish, Esq.  
 Vannish & Vannish  
 400 S. Seventh St., Ste  
 Las Vegas, NV. 89101

9590 9402 2854 7069 0807 02

Article Number (Transfer from service label)  
 017 1450 0001 0575 635b

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

1. Complete items 1, 2, and 3.  
 1. Print your name and address on the reverse so that we can return the card to you.  
 1. Attach this card to the back of the mailpiece, or on the front if space permits.  
 Article Addressed to:

Brian & Angela Edgeworth  
 6045 Saint Croix St.  
 Henderson, NV 89012

9590 9402 2854 7069 0807 33

Article Number (Transfer from service label)  
 7017 1450 0001 0575 6342

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

1. Complete items 1, 2, and 3.  
 1. Print your name and address on the reverse so that we can return the card to you.  
 1. Attach this card to the back of the mailpiece, or on the front if space permits.  
 Article Addressed to:

Edgeworth Family Trust  
 6045 Saint Croix St.  
 Henderson, NV. 89012

9590 9402 2854 7069 0807 40

Article Number (Transfer from service label)  
 7017 1450 0001 0575 6335

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

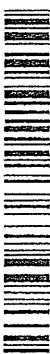
Domestic Return Receipt



**RECEIVER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Addressed to:  
 Richard Nunez, Esq.  
 Churchison & Cummings  
 50 S. Rampart, Ste. 300  
 Las Vegas, NV 89145



590 9402 2854 7069 0892 86

Article Number (Transfer from service label)  
 17 1450 0001 0575 6267

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 Date 1-4-18 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Addressed to:  
 Richard Nunez, Esq.  
 Churchison & Cummings  
 50 S. Rampart, Ste. 300  
 Las Vegas, NV 89145

590 9402 1294 5285 5765 01

Article Number (Transfer from service label)  
 17 1450 0001 0575 6250

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 Date 1-4-18 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

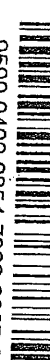
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Addressed to:  
 Joel Henrich, Esq.  
 Lewis Roca Ratterber  
 Christie  
 3993 Howard Hughes Parkway  
 Ste. 600, Las Vegas, NV 89149



9590 9402 2854 7069 0807 64

Article Number (Transfer from service label)  
 7017 1450 0001 0575 6311

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 Date 1-4-18 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
 Print your name and address on the reverse  
 so that we can return the card to you.  
 Attach this card to the back of the mailpiece,  
 on the front if space permits.

Addressed to:  
 Theodore Parker, Esq.  
 Parker Nelson & Associates  
 2400 Professional Court  
 Ste. 200  
 Las Vegas, NV 89128

9590 9402 2854 7069 0807 88

Article Number (Transfer from service label)  
 7017 1450 0001 0575 6261

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
 B. Received by (Printed Name) ☐ Addressee  
 Date 1-4-18 C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



## SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.  
☒ Print your name and address on the reverse so that we can return the card to you.  
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Bancast, Esq.  
 Cisneros & Marias  
 1160 N. Town Center Dr.  
 Ste. 130  
 Las Vegas, NV 89144



9590 9402 2854 7069 0807 95

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6298

PS Form 3811, July 2015 PSN 7530-02-000-9033

## SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.  
☒ Print your name and address on the reverse so that we can return the card to you.  
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Angela Bullock  
 Kinsale Insurance Co.  
 2021 Edward Holland Dr.  
 Ste. 600  
 Richmond, VA 23230



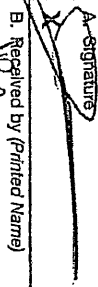
9590 9402 2854 7069 0892 79

2. Article Number (Transfer from service label)

7017 1450 0001 0575 6274

PS Form 3811, July 2015 PSN 7530-02-000-9033

## COMPLETE THIS SECTION ON DELIVERY

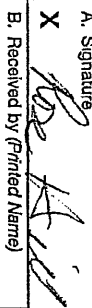
- A. Signature  ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) STAPERS C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

## COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) Angela Bullock C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



## **EXHIBIT 17**



*Steven D. Grierson*

1 COMP  
2 ROBERT D. VANNAH, ESQ.  
3 Nevada Bar. No. 002503  
4 JOHN B. GREENE, ESQ.  
5 Nevada Bar No. 004279  
6 VANNAH & VANNAH  
7 400 South Seventh Street, 4<sup>th</sup> Floor  
8 Las Vegas, Nevada 89101  
9 Telephone: (702) 369-4161  
10 Facsimile: (702) 369-0104  
11 [jgreene@vannahlaw.com](mailto:jgreene@vannahlaw.com)

12 *Attorneys for Plaintiffs*

13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA

15 EDGEWORTH FAMILY TRUST; AMERICAN  
16 GRATING, LLC,

17 Plaintiffs,

18 vs.

19 DANIEL S. SIMON, d/b/a SIMON LAW; DOES  
20 I through X, inclusive, and ROE  
21 CORPORATIONS I through X, inclusive,

22 Defendants.

CASE NO.:  
DEPT NO.:

A-18-767242-C  
Department 14

COMPLAINT

23 Plaintiffs EDGEWORTH FAMILY TRUST (EFT) and AMERICAN GRATING, LLC  
24 (AGL), by and through their undersigned counsel, ROBERT D. VANNAH, ESQ., and JOHN B.  
25 GREENE, ESQ., of VANNAH & VANNAH, and for their causes of action against Defendants,  
26 complain and allege as follows:

27 1. At all times relevant to the events in this action, EFT is a legal entity organized  
28 under the laws of Nevada. Additionally, at all times relevant to the events in this action, AGL is a  
domestic limited liability company organized under the laws of Nevada. At times, EFT and AGL  
are referred to as PLAINTIFFS.

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



1 2. PLAINTIFFS are informed, believe, and thereon allege that Defendant DANIEL S.  
2 SIMON (SIMON) is an attorney licensed to practice law in the State of Nevada and doing business  
3 as SIMON LAW.

4 3. The true names of DOES I through X, their citizenship and capacities, whether  
5 individual, corporate, associate, partnership or otherwise, are unknown to PLAINTIFFS who  
6 therefore sue these defendants by such fictitious names. PLAINTIFFS are informed, believe, and  
7 thereon allege that each of the Defendants, designated as DOES I through X, are or may be, legally  
8 responsible for the events referred to in this action, and caused damages to PLAINTIFFS, as herein  
9 alleged, and PLAINTIFFS will ask leave of this Court to amend the Complaint to insert the true  
10 names and capacities of such Defendants, when the same have been ascertained, and to join them  
11 in this action, together with the proper charges and allegations.

12 4. That the true names and capacities of Defendants named herein as ROE  
13 CORPORATIONS I through X, inclusive, are unknown to PLAINTIFFS, who therefore sue said  
14 Defendants by such fictitious names. PLAINTIFF are informed, believe, and thereon allege that  
15 each of the Defendants designated herein as a ROE CORPORATION Defendant is responsible for  
16 the events and happenings referred to and proximately caused damages to PLAINTIFFS as alleged  
17 herein. PLAINTIFFS ask leave of the Court to amend the Complaint to insert the true names and  
18 capacities of ROE CORPORATIONS I through X, inclusive, when the same have been  
19 ascertained, and to join such Defendants in this action.

20 5. DOES I through V are Defendants and/or employers of Defendants who may be  
21 liable for Defendant's negligence pursuant to N.R.S. 41.130, which states:

22 [e]xcept as otherwise provided in N.R.S. 41.745, whenever any person  
23 shall suffer personal injury by wrongful act, neglect or default of another,  
24 the person causing the injury is liable to the person injured for damages;  
25 and where the person causing the injury is employed by another person or  
26 corporation responsible for his conduct, that person or corporation so  
27 responsible is liable to the person injured for damages.  
28



6. Specifically, PLAINTIFFS allege that one or more of the DOE Defendants was and is liable to PLAINTIFFS for the damages they sustained by SIMON'S breach of the contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

7. ROE CORPORATIONS I through V are entities or other business entities that participated in SIMON'S breach of the oral contract for services and the conversion of PLAINTIFFS personal property, as herein alleged.

**FACTS COMMON TO ALL CLAIMS FOR RELIEF**

8. On or about May 1, 2016, PLAINTIFFS retained SIMON to represent their interests following a flood that occurred on April 10, 2016, in a home under construction that was owned by PLAINTIFFS. That dispute was subject to litigation in the 8<sup>th</sup> Judicial District Court as Case Number A-16-738444-C (the LITIGATION), with a trial date of January 8, 2018. A settlement in favor of PLAINTIFFS for a substantial amount of money was reached with defendants prior to the trial date.

9. At the outset of the attorney-client relationship, PLAINTIFFS and SIMON orally agreed that SIMON would be paid for his services at an hourly rate of \$550 and that fees and costs would be paid as they were incurred (the CONTRACT). The terms of the CONTRACT were never reduced to writing.

10. Pursuant to the CONTRACT, SIMON sent invoices to PLAINTIFFS on December 16, 2016, May 3, 2017, August 16, 2017, and September 25, 2017. The amount of fees and costs SIMON billed PLAINTIFFS totaled \$486,453.09. PLAINTIFFS paid the invoices in full to SIMON. SIMON also submitted an invoice to PLAINTIFFS in October of 2017 in the amount of \$72,000. However, SIMON withdrew the invoice and failed to resubmit the invoice to PLAINTIFFS, despite a request to do so. It is unknown to PLAINTIFFS whether SIMON ever disclosed the final invoice to the defendants in the LITIGATION or whether he added those fees and costs to the mandated computation of damages.



1 11. SIMON was aware that PLAINTIFFS were required to secure loans to pay  
2 SIMON'S fees and costs in the LITIGATION. SIMON was also aware that the loans secured by  
3 PLAINTIFFS accrued interest.

4 12. As discovery in the underlying LITIGATION neared its conclusion in the late fall  
5 of 2017, and thereafter blossomed from one of mere property damage to one of significant and  
6 additional value, SIMON approached PLAINTIFFS with a desire to modify the terms of the  
7 CONTRACT. In short, SIMON wanted to be paid far more than \$550.00 per hour and the  
8 \$486,453.09 he'd received from PLAINTIFFS over the previous eighteen (18) months. However,  
9 neither PLAINTIFFS nor SIMON agreed on any terms.

10 13. On November 27, 2017, SIMON sent a letter to PLAINTIFFS setting forth  
11 additional fees in the amount of \$1,114,000.00, and costs in the amount of that \$80,000.00, that he  
12 wanted to be paid in light of a favorable settlement that was reached with the defendants in the  
13 LITIGATION. The proposed fees and costs were in addition to the \$486,453.09 that PLAINTIFFS  
14 had already paid to SIMON pursuant to the CONTRACT, the invoices that SIMON had presented  
15 to PLAINTIFFS, the evidence produced to defendants in the LITIGATION, and the amounts set  
16 forth in the computation of damages disclosed by SIMON in the LITIGATION.

17 14. A reason given by SIMON to modify the CONTRACT was that he purportedly  
18 under billed PLAINTIFFS on the four invoices previously sent and paid, and that he wanted to go  
19 through his invoices and create, or submit, additional billing entries. According to SIMON, he  
20 under billed in the LITIGATION in an amount in excess of \$1,000,000.00. An additional reason  
21 given by SIMON was that he felt his work now had greater value than the \$550.00 per hour that  
22 was agreed to and paid for pursuant to the CONTRACT. SIMON prepared a proposed settlement  
23 breakdown with his new numbers and presented it to PLAINTIFFS for their signatures.

24 15. Some of PLAINTIFFS' claims in the LITIGATION were for breach of contract and  
25 indemnity, and a material part of the claim for indemnity against Defendant Lange was the fees  
26  
27  
28



1 and costs PLAINTIFFS were compelled to pay to SIMON to litigate and be made whole following  
2 the flooding event.

3 16. In support of PLAINTIFFS' claims in the LITIGATION, and pursuant to NRCP  
4 16.1, SIMON was required to present prior to trial a computation of damages that PLAINTIFFS  
5 suffered and incurred, which included the amount of SIMON'S fees and costs that PLAINTIFFS  
6 paid. There is nothing in the computation of damages signed by and served by SIMON to reflect  
7 fees and costs other than those contained in his invoices that were presented to and paid by  
8 PLAINTIFFS. Additionally, there is nothing in the evidence or the mandatory pretrial disclosures  
9 in the LITIGATION to support any additional attorneys' fees generated by or billed by SIMON, let  
10 alone those in excess of \$1,000,000.00.  
11

12 17. Brian Edgeworth, the representative of PLAINTIFFS in the LITIGATION, sat for a  
13 deposition on September 27, 2017. Defendants' attorneys asked specific questions of Mr.  
14 Edgeworth regarding the amount of damages that PLAINTIFFS had sustained, including the  
15 amount of attorneys fees and costs that had been paid to SIMON. At page 271 of that deposition, a  
16 question was asked of Mr. Edgeworth as to the amount of attorneys' fees that PLAINTIFFS had  
17 paid to SIMON in the LITIGATION prior to May of 2017. At lines 18-19, SIMON interjected:  
18 "They've all been disclosed to you." At lines 23-25, SIMON further stated: "The attorneys' fees  
19 and costs for both of these plaintiffs as a result of this claim have been disclosed to you long ago."  
20 Finally, at page 272, lines 2-3, SIMON further admitted concerning his fees and costs: "And  
21 they've been updated as of last week."  
22

23 18. Despite SIMON'S requests and demands for the payment of more in fees,  
24 PLAINTIFFS refuse, and continue to refuse, to alter or amend the terms of the CONTRACT.  
25

26 19. When PLAINTIFFS refused to alter or amend the terms of the CONTRACT,  
27 SIMON refused, and continues to refuse, to agree to release the full amount of the settlement  
28 proceeds to PLAINTIFFS. Additionally, SIMON refused, and continues to refuse, to provide



1 PLAINTIFFS with either a number that reflects the undisputed amount of the settlement proceeds  
2 that PLAINTIFFS are entitled to receive or a definite timeline as to when PLAINTIFFS can  
3 receive either the undisputed number or their proceeds.

4 20. PLAINTIFFS have made several demands to SIMON to comply with the  
5 CONTRACT, to provide PLAINTIFFS with a number that reflects the undisputed amount of the  
6 settlement proceeds, and/or to agree to provide PLAINTIFFS settlement proceeds to them. To  
7 date, SIMON has refused.

9 **FIRST CLAIM FOR RELIEF**

10 **(Breach of Contract)**

11 21. PLAINTIFFS repeat and reallege each allegation set forth in paragraphs 1 through  
12 20 of this Complaint, as though the same were fully set forth herein.

13 22. PLAINTIFFS and SIMON have a CONTRACT. A material term of the  
14 CONTRACT is that SIMON agreed to accept \$550.00 per hour for his services rendered. An  
15 additional material term of the CONTRACT is that PLAINTIFFS agreed to pay SIMON'S  
16 invoices as they were submitted. An implied provision of the CONTRACT is that SIMON owed,  
17 and continues to owe, a fiduciary duty to PLAINTIFFS to act in accordance with PLAINTIFFS  
18 best interests.

19 23. PLAINTIFFS and SIMON never contemplated, or agreed in the CONTRACT, that  
20 SIMON would have any claim to any portion of the settlement proceeds from the LITIGATION.

21 24. PLAINTIFFS paid in full and on time all of SIMON'S invoices that he submitted  
22 pursuant to the CONTRACT.

23 25. SIMON'S demand for additional compensation other than what was agreed to in the  
24 CONTRACT, and than what was disclosed to the defendants in the LITIGATION, in exchange for  
25 PLAINTIFFS to receive their settlement proceeds is a material breach of the CONTRACT.  
26  
27  
28



1 26. SIMON'S refusal to agree to release all of the settlement proceeds from the  
2 LITIGATION to PLAINTIFFS is a breach of his fiduciary duty and a material breach of the  
3 CONTRACT.

4 27. SIMON'S refusal to provide PLAINTIFFS with either a number that reflects the  
5 undisputed amount of the settlement proceeds that PLAINTIFFS are entitled to receive or a  
6 definite timeline as to when PLAINTIFFS can receive either the undisputed number or their  
7 proceeds is a breach of his fiduciary duty and a material breach of the CONTRACT.

8 28. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS  
9 incurred compensatory and/or expectation damages, in an amount in excess of \$15,000.00.

10 29. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS  
11 incurred foreseeable consequential and incidental damages, in an amount in excess of \$15,000.00.

12 30. As a result of SIMON'S material breach of the CONTRACT, PLAINTIFFS have  
13 been required to retain an attorney to represent their interests. As a result, PLAINTIFFS are  
14 entitled to recover attorneys' fees and costs.

15 **SECOND CLAIM FOR RELIEF**

16 **(Declaratory Relief)**

17 31. PLAINTIFFS repeat and reallege each allegation and statement set forth in  
18 Paragraphs 1 through 30, as set forth herein.

19 32. PLAINTIFFS orally agreed to pay, and SIMON orally agreed to receive, \$550.00  
20 per hour for SIMON'S legal services performed in the LITIGATION.

21 33. Pursuant to four invoices, SIMON billed, and PLAINTIFFS paid, \$550.00 per hour  
22 for a total of \$486,453.09, for SIMON'S services in the LITIGATION.

23 34. Neither PLAINTIFFS nor SIMON ever agreed, either orally or in writing, to alter or  
24 amend any of the terms of the CONTRACT.  
25  
26  
27  
28



1 35. The only evidence that SIMON produced in the LITIGATION concerning his fees  
2 are the amounts set forth in the invoices that SIMON presented to PLAINTIFFS, which  
3 PLAINTIFFS paid in full.

4 36. SIMON admitted in the LITIGATION that the full amount of his fees incurred in  
5 the LITIGATION was produced in updated form on or before September 27, 2017. The full  
6 amount of his fees, as produced, are the amounts set forth in the invoices that SIMON presented to  
7 PLAINTIFFS and that PLAINTIFFS paid in full.

8 37. Since PLAINTIFFS and SIMON entered into a CONTRACT; since the  
9 CONTRACT provided for attorneys' fees to be paid at \$550.00 per hour; since SIMON billed, and  
10 PLAINTIFFS paid, \$550.00 per hour for SIMON'S services in the LITIGATION; since SIMON  
11 admitted that all of the bills for his services were produced in the LITIGATION; and, since the  
12 CONTRACT has never been altered or amended by PLAINTIFFS, PLAINTIFFS are entitled to  
13 declaratory judgment setting forth the terms of the CONTRACT as alleged herein, that the  
14 CONTRACT has been fully satisfied by PLAINTIFFS, that SIMON is in material breach of the  
15 CONTRACT, and that PLAINTIFFS are entitled to the full amount of the settlement proceeds.

16 **THIRD CLAIM FOR RELIEF**

17 **(Conversion)**

18 38. PLAINTIFFS repeat and reallege each allegation and statement set forth in  
19 Paragraphs 1 through 37, as set forth herein.

20 39. Pursuant to the CONTRACT, SIMON agreed to be paid \$550.00 per hour for his  
21 services, nothing more.

22 40. SIMON admitted in the LITIGATION that all of his fees and costs incurred on or  
23 before September 27, 2017, had already been produced to the defendants.



1 41. The defendants in the LITIGATION settled with PLAINTIFFS for a considerable  
2 sum. The settlement proceeds from the LITIGATION are the sole property of PLAINTIFFS.

3 42. Despite SIMON'S knowledge that he has billed for and been paid in full for his  
4 services pursuant to the CONTRACT, that PLAINTIFFS were compelled to take out loans to pay  
5 for SIMON'S fees and costs, that he admitted in court proceedings in the LITIGATION that he'd  
6 produced all of his billings through September of 2017, SIMON has refused to agree to either  
7 release all of the settlement proceeds to PLAINTIFFS or to provide a timeline when an undisputed  
8 amount of the settlement proceeds would be identified and paid to PLAINTIFFS.  
9

10 43. SIMON'S retention of PLAINTIFFS' property is done intentionally with a  
11 conscious disregard of, and contempt for, PLAINTIFFS' property rights.  
12

13 44. SIMON'S intentional and conscious disregard for the rights of PLAINTIFFS rises  
14 to the level of oppression, fraud, and malice, and that SIMON has also subjected PLAINTIFFS to  
15 cruel, and unjust, hardship. PLAINTIFFS are therefore entitled to punitive damages, in an amount  
16 in excess of \$15,000.00.  
17

18 45. As a result of SIMON'S intentional conversion of PLAINTIFFS' property,  
19 PLAINTIFFS have been required to retain an attorney to represent their interests. As a result,  
20 PLAINTIFFS are entitled to recover attorneys' fees and costs.  
21

22 **PRAYER FOR RELIEF**

23 Wherefore, PLAINTIFFS pray for relief and judgment against Defendants as follows:

- 24 1. Compensatory and/or expectation damages in an amount in excess of \$15,000;  
25 2. Consequential and/or incidental damages, including attorney fees, in an amount in  
26 excess of \$15,000;  
27 3. Punitive damages in an amount in excess of \$15,000;  
28 4. Interest from the time of service of this Complaint, as allowed by N.R.S. 17.130;



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

1 5. Costs of suit; and,

2 6. For such other and further relief as the Court may deem appropriate.

3 DATED this 3 day of January, 2018.

4 VANNAH & VANNAH

5  
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7 ROBERT D. VANNAH, ESQ. (4272)  
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## **EXHIBIT 18**



# Fwd: Edgeworth

James R. Christensen

Tue 1/9/2018 4:30 PM

Sent Items

To: Daniel Simon <dan@danielsimonlaw.com>;

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Robert Vannah <rvannah@vannahlaw.com>

Date: 1/9/18 3:32 PM (GMT-08:00)

To: "James R. Christensen" <jim@jchristensenlaw.com>

Cc: John Greene <jgreene@vannahlaw.com>

Subject: Re: Edgeworth

I guess he could move to withdraw. However, that doesn't seem in his best interests. I'm pretty sure that you see what would happen if our client has to spend lots more money bringing someone else up to speed. So, it's up to him. Our client hasn't terminated him. We want this fee matter resolved by a Judge and jury.

Sent from my iPad

On Jan 9, 2018, at 3:21 PM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

That is factually correct. However, Mr. Simon was served today. You must have understood that act could have impact.

The Lange status is that Mr. Simon made changes to the proposed closing documents last week. The ball is currently in defense attorney's court.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

AA00247



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**From:** John Greene <jgreene@vannahlaw.com>  
**Sent:** Tuesday, January 9, 2018 10:23:56 AM  
**To:** James R. Christensen  
**Cc:** rvannah@vannahlaw.com  
**Subject:** Re: Edgeworth

Jim:

I believe that Danny is still the attorney of record in that litigation. He settled the case, but we're just waiting on a release and the check.

John

On Tue, Jan 9, 2018 at 9:57 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

I need to look into the propriety of Danny wrapping up Lange-after he has been sued and served. I will need to read the complaint.

I have a full schedule today and tomorrow, but will try to get to this as soon as I can.

Jim

James R. Christensen  
Law Office of James R. Christensen PC  
601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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**From:** John Greene <jgreene@vannahlaw.com>  
**Sent:** Tuesday, January 9, 2018 9:50:49 AM  
**To:** James R. Christensen  
**Cc:** rvannah@vannahlaw.com  
**Subject:** Re: Edgeworth

Jim:

Is there an update that Danny can provide on the Lange settlement? The clients would like to get everything wrapped up as soon as possible. Thank you.

John

On Tue, Jan 9, 2018 at 9:12 AM, James R. Christensen <jim@jchristensenlaw.com> wrote:

John,

Thanks for the call. I am authorized to accept service.

As I mentioned during the call, I anticipate an hourly bill will be completed next week prior to funds clearing. I suggest you wait until receipt & review of the hourly bill. We may be able to avoid unnecessary litigation costs and expenses.

AA00248



Jim

James R. Christensen  
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601 S. 6th St.  
Las Vegas NV 89101  
(702) 272-0406

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## **EXHIBIT 19**