

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

ROBERT DARBY VANNAH, ESQ.; et. al.
Appellants.

vs.

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

No. 82058

**DOCKETING STATEMENT
CIVIL APPEALS**

Electronically Filed
Dec 04 2020 12:09 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

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

WARNING

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

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

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

1. Judicial District Eighth Department 24

County Clark Judge Jim Crockett

District Ct. Case No. A-19-807433-C

2. Attorney filing this docketing statement:

Attorney Patricia A. Marr, Esq. Telephone (702) 353-4225

Firm PATRICIA A. MARR, LTD.

Address 2470 St. Rose Pkwy., Ste. 110
Henderson, Nevada 89074

Client(s) Robert Darby Vannah, Esq., John Buchanan Greene, Esq., Robert D. Vannah, Chtd.

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

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

Attorney Peter S. Christiansen, Esq. Telephone (702) 240-7979

Firm CHRISTIENSEN LAW OFFICES

Address 810 S. Casino Center Blvd., Ste. 104
Las Vegas, NV 89101

Client(s) Daniel S. Simon; The Law Office of Daniel S. Simon, a Professional Corporation

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

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

- | | |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>NRS 41.660 denial</u> |

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

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

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

Pending appeals Nos. 77678 & 78176, from Edgeworth Family Trust, et.al. v. Daniel S. Simon, et.al., Eighth Judicial District Court, Clark County, Nevada, Case No. A-18-767242-C, consolidated with A-16-738444-C.

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

A. Pending appeals Nos. 77678 & 78176, from Edgeworth Family Trust, et.al. v. Daniel S. Simon, et.al., Eighth Judicial District Court, Clark County, Nevada, Case No. A-18-767242-C, consolidated with A-16-738444-C, dismissed pursuant to NRCP 12(b)(5), notice of appeal dated 12/7/18.

B. Daniel S. Simon, et.al. v. Robert Darby Vannah, Esq., et.al., Eighth Judicial District Court, Clark County, Nevada, Case No. A-19-807433-C, special motion to dismiss anti-SLAPP denied, notice of entry dated October 27, 2020.

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

On December 23, 2019, Respondents filed a complaint against Appellants for filing a lawsuit in good faith against Respondents on behalf of the Edgeworth parties in Case No. 77678 to redress wrongs allegedly committed by Respondents. Every count and claim in Respondents' complaint against Appellants is admittedly made, and directly related to, Appellants' use of the courts--a judicial body—to bring and present claims for relief on behalf of clients--the Edgeworths—against Respondents, namely a claim for conversion. There isn't one argument made, or fact cited, or count/claim in Respondents' complaint that Appellants said anything about or against Respondents outside of court proceedings or filings.

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

1. Whether Appellants' use of the courts to petition on behalf of clients as litigation counsel was a protected communication made in good faith pursuant to NRS 41.637(3).
2. Whether the absolute litigation privilege afforded to Appellants as litigation counsel for clients renders their communications as good faith when made in court and in court filings.
3. Whether Appellants' met their burden under NRS 41.660(3)(a).
4. Whether the absolute litigation privilege afforded to Appellants prevents Respondents from meeting their burden under NRS 41.660(3)(b).
5. Whether the district court erroneously denied Appellants' special anti-SLAPP motion to dismiss that was filed pursuant to NRS 41.660.

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

Cases 77678 and 78176 have: same parties; the issue of the dismissal of the Amended Complaint without discovery is similar and/or related to the Order Granting in Part and Denying in Part Simon's Motion for Fees and Costs allegedly incurred seeking the dismissal of the Amended Complaint, primarily the claim for conversion.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

This matter arises from the denial of a special anti-SLAPP motion to dismiss brought pursuant to NRS 41.660. Pursuant to NRS 41.670(4), if the district court denies a special motion to dismiss filed pursuant to NRS 41.660, “an interlocutory appeal lies to the Supreme Court.”

14. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? _____

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

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from 10/27/2020

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

17. Date written notice of entry of judgment or order was served 10/27/2020

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed November 2, 2020

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

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

NRAP4(a)

SUBSTANTIVE APPEALABILITY

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

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRS 41.670(4)

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

Judge Crockett denied Appellants' Special Motion to Dismiss Amended Complaint: Anti-SLAPP. NRS 41.660(4) states that: "If the court denies the special motion to dismiss filed pursuant to NRS 41.660, an interlocutory appeal lies to the Supreme Court."

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

(a) Parties:

EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC; DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON, A PROFESSIONAL CORPORATION; BRIAN EDGEWORTH; ANGELA EDGEWORTH; ROBERT DARBY VANNAH, ESQ.; JOHN BUCHANAN GREENE, ESQ.; ROBERT D. VANNAH, CHTD., d/b/a VANNAH & VANNAH

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

N/A

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

Respondents'/Plaintiffs' claimed damages against Appellants/Defendants for Appellants' use of the courts--a judicial body—to bring and present claims for relief on behalf of clients--the Edgeworths—against Respondents, namely a claim for conversion. A special motion to dismiss was filed and denied, with notice of entry filed on October 27, 2020.

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

☐ Yes

☒ No

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

(a) Specify the claims remaining pending below:

Respondents'/Plaintiffs' five claims for relief against Appellants/Defendants remain pending with the district court as a result of the special anti-SLAPP NRS 41.660 motion to dismiss being denied.

(b) Specify the parties remaining below:

Daniel S. Simon; The Law Office of Daniel S. Simon, a Professional Corporation;
Edgeworth Family Trust; American Grating, LLC; Brian Edgeworth; Angela Edgeworth;
Robert Darby Vannah, Esq.; John Buchanan Greene, Esq.; Robert D. Vannah, Chtd.,
d/b/a Vannah & Vannah

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

This order is independently appealable under NRS 41.670(4), which state that an interlocutory appeal lies to the Supreme Court in the event the district court denies a special motion to dismiss filed pursuant to NRS 41.660.

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

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

VERIFICATION

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

Robert Darby Vannah, Esq., et.al.
Name of appellant

Patricia A. Marr, Esq.
Name of counsel of record

December 4, 2020
Date

Signature of counsel of record

Nevada, Clark
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 4th day of December, 2020, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

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

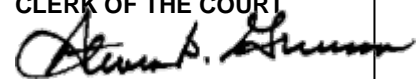
M. Caleb Meyer, Esq.
Renee M. Finch, Esq.
Christine L. Atwood, Esq.
REGISTERED PROFESSIONAL

+

Dated this 4th day of December, 2020

/s/Patricia A. Marr, Esq.
Signature

EXHIBIT 1



ACOMP
PETER S. CHRISTIANSEN, ESQ.
Nevada Bar No. 5254
CHRISTIANSEN LAW OFFICES
810 South Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Telephone: (702) 240-7979
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Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO.: A-19-807433-C
DEPT NO.: XXIV

Plaintiffs,

AMENDED COMPLAINT

vs.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC; BRIAN
EDGEWORTH AND ANGELA
EDGEWORTH, INDIVIDUALLY, AS
HUSBAND AND WIFE; ROBERT DARBY
VANNAH, ESQ.; JOHN BUCHANAN
GREENE, ESQ.; and ROBERT D.
VANNAH, CHTD. d/b/a VANNAH &
VANNAH, and DOES I through V and ROE
CORPORATIONS VI through X, inclusive,

Defendants.

Plaintiffs, by and through undersigned counsel, hereby allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff LAW OFFICE OF DANIEL S. SIMON, a Professional Corporation, was
at all times relevant hereto a professional corporation duly licensed and authorized to conduct
business in the County of Clark, state of Nevada and will hereinafter be referred to as ("Plaintiff"
or "Mr. Simon," or "Simon" or "Law Office.")

///

1 2. Plaintiff, DANIEL S. SIMON, was at all times relevant hereto, a resident of the
2 County of Clark, state of Nevada and will hereinafter be referred to as (“Plaintiff” or “Mr. Simon,”
3 or “Simon” or “Law Office.”)

4 3. Defendant, EDGEWORTH FAMILY TRUST, was and is a revocable trust created
5 and operated in Clark County, Nevada with Brian Edgeworth and Angela Edgeworth, acting as
6 Trustees for the benefit of the trust, and at all times relevant hereto, is a recognized entity
7 authorized to do business in the County of Clark, state of Nevada.

8 4. AMERICAN GRATING, LLC, a Nevada Limited Liability Company, was and is,
9 duly licensed and authorized to conduct business in Clark County, Nevada and all acts and
10 omissions were all performed, at all times relevant hereto, in the County of Clark, state of Nevada.
11 This entity and Brian Edgeworth and Angela Edgeworth and the Edgeworth Family Trust will be
12 referred to collectively as (“The Edgeworths” or “Edgeworth” or “Edgeworth entities” or
13 “Edgeworth Defendants”)

14 5. Defendant, BRIAN EDGEWORTH AND ANGELA EDGEWORTH, were at all
15 times relevant hereto, husband and wife, and residents of the state of Nevada, and acted in their
16 individual capacity and corporate/trustee capacity on behalf of the Edgeworth entities for its
17 benefit and their own personal benefit and for the benefit of the marital community in Clark
18 County, Nevada. Brian Edgeworth and Angela Edgeworth, at all times relevant hereto, were the
19 principles of the Edgeworth entities and fully authorized, approved and/or ratified the conduct of
20 each other and the acts of the entities and each other personally and the Defendant Attorneys.

21 6. Defendant, ROBERT DARBY VANNAH was and is an attorney duly licensed
22 pursuant to the laws of the state of Nevada and at all times relevant hereto, performed all acts and
23 omissions, individually and in the course and scope of his employment, in his master, servant
24 and/or agency relationship with each and every other Defendant, including, Robert D. Vannah
25 Chtd. D/B/A Vannah & Vannah in Clark County, Nevada and fully authorized, approved and/or
26 ratified the conduct of each other Defendant, including the conduct of the Edgeworth entities, the
27 acts of Brian Edgeworth, Angela Edgeworth, as well as the acts of Robert D. Vannah Chtd. d/b/a
28 Vannah & Vannah.

1 7. Defendant, JOHN BUCHANAN GREENE was and is an attorney duly licensed
2 pursuant to the laws of the state of Nevada and at all times relevant hereto, performed all acts and
3 omissions, individually and in the course and scope of his employment, in his master, servant
4 and/or agency relationship with each and every other Defendant, including, Robert D. Vannah
5 Chtd. D/B/A Vannah & Vannah in Clark County, Nevada and fully authorized, approved and/or
6 ratified the conduct of each other Defendant, including the conduct of the Edgeworth entities, the
7 acts of Brian Edgeworth, Angela Edgeworth, as well as the acts of Robert D. Vannah, individually
8 and Robert D. Vannah Chtd. d/b/a Vannah & Vannah.

9 8. Defendant, ROBERT D. VANNAH, CHTD. D/B/A VANNAH & VANNAH, was
10 at all times relevant hereto, a Nevada Corporation duly licensed and doing business in Clark
11 County, Nevada. The individual attorneys, ROBERT DARBY VANNAH AND JOHN
12 BUCHANAN GREENE and Robert D. Vannah, Chtd. d/b/a Vannah and Vannah will be
13 collectively referred to as “Defendant Attorneys.”

14 9. Venue and jurisdiction are proper in this Court because the actions taken between
15 the parties giving rise to this action and the conduct complained of occurred in Clark County,
16 Nevada.

17 10. The true names and capacities, whether individual, corporate, partnership,
18 associate or otherwise of Defendants named herein as DOES 1 through 10 inclusive, and ROE
19 CORPORATIONS and LIMITED LIABILITY COMPANIES 11 through 20, inclusive, and each
20 of them are unknown to Plaintiffs at this time, and Plaintiffs therefore sue said Defendants and
21 each of them by such fictitious name. Plaintiffs will advise this Court and seek leave to amend
22 this Complaint when the names and capacities of each such Defendant have been ascertained.
23 Plaintiffs allege that each Defendant herein designated as DOE, ROE CORPORATION is
24 responsible in some manner for the events and happenings herein referred to as hereinafter
25 alleged, including but not limited to advising, supporting, assisting in causing and maintaining
26 the institution of the proceedings, abusing the process and/or republishing the defamatory
27 statements at issue.

1 11. Plaintiffs are informed and believe and thereupon alleges that DOES 1 through 10,
2 inclusive, ROE CORPORATIONS and LIMITED LIABILITY COMPANIES 11 through 20,
3 inclusive, or some of them are either residents of the State of Nevada and/or were or are doing
4 business in the State of Nevada and/or have targeted their actions against Plaintiffs in the State of
5 Nevada.

6 **GENERAL ALLEGATIONS**

7 12. Mr. Simon represented the Edgeworth entities in a complex and hotly contested
8 products liability and contractual dispute stemming from a premature fire sprinkler activation in
9 April of 2016, which flooded the Edgeworth's speculation home during its construction causing
10 approximately \$500,000.00 in property damage.

11 13. In May/June of 2016, Simon helped the Edgeworths on the flood claim as a favor,
12 with the goal of ending the dispute by triggering insurance to adjust the property damage loss.
13 Mr. Simon and Edgeworth never had an express written or oral attorney fee agreement. They
14 were close family friends at the time and Mr. Simon decided to help them.

15 14. In June of 2016, a complaint was filed. Billing statements were sporadically
16 created for establishing damages against the plumber under their contract. All parties knew that
17 these billing statements did not capture all of the time spent on the case and were not to be
18 considered as the full fee due and owing to the Law Office of Daniel Simon. In August/September
19 of 2017, Mr. Simon and Brian Edgeworth both agreed that the flood case dramatically changed.
20 The case had become extremely demanding and was dominating the time of the law office
21 precluding work on other cases. Determined to help his friend at the time, Mr. Simon and Brian
22 Edgeworth made efforts to reach an express attorney fee agreement for the new case. In August
23 of 2017, Daniel Simon and Brian Edgeworth had discussions about an express fee agreement
24 based on a hybrid of hourly and contingency fees. However, an express agreement could not be
25 reached due to the unique nature of the property damage claim and the amount of work and costs
26 necessary to achieve a successful result.

27 15. Although efforts to reach an express fee agreement failed, Mr. Simon continued
28 to forcefully litigate the Edgeworth claims. Simon also again raised the desire for an express

1 attorney fee agreement with the clients on November 17, 2017, after which time, the Clients
2 refused to speak to Simon about a fair fee and instead stopped talking to him and hired other
3 counsel.

4 16. On November 29, 2017, the Edgeworths fired Simon by retaining new counsel,
5 Robert D. Vannah, Robert D. Vannah, Chtd. d/b/a Vannah and Vannah and John Greene
6 (hereinafter the “Defendant Attorneys”), and ceased all direct communications with Mr. Simon.
7 On November 30, 2017, the Defendant Attorneys provided Simon notice of retention.

8 17. On November 30, 2017, Simon served a proper and lawful attorney lien pursuant
9 to NRS 18.015. However, Simon continued to protect his former clients’ interests in the complex
10 flood litigation, to the extent possible under the unusual circumstances. Mr. Vannah, on behalf of
11 the Edgeworths, threatened Mr. Simon not to withdraw from the case.

12 18. On December 1, 2017, the Edgeworths entered into an agreement to settle with
13 Viking and release Viking from all claims in exchange for a promise by Viking to pay six million
14 dollars (\$6,000,000.00 USD). On January 2, 2018, Simon served an amended attorney lien.

15 19. On January 4, 2018, Edgeworths, through Defendant Attorneys, sued Simon,
16 alleging Conversion (stealing) and various other causes of actions based on the assertion of false
17 allegations. A primary reason the lawsuit was filed was to refuse payment for attorneys fees that
18 all Defendants knew were due and owing to the Law Office of Daniel S. Simon. At the time of
19 this lawsuit, the Defendant Attorneys and Edgeworth entities actually knew that the settlement
20 funds were not taken by Simon and were not deposited in any other account as arrangements were
21 being made at the request of Edgeworth and Defendant Attorneys to set up a special account so
22 that Robert D. Vannah on behalf of Edgeworth would control the funds equally pending the lien
23 dispute. When Edgeworth and the Defendant Attorneys sued Simon, they knew Mr. Simon was
24 owed more than \$68,000 for outstanding costs advanced by Mr. Simon, as well as substantial
25 sums for outstanding attorney’s fees yet to be determined by Nevada law.

26 20. On January 8, 2018, Robert D. Vannah, Brian Edgeworth and Angela Edgeworth
27 met Mr. Simon at Bank of Nevada and deposited the Viking settlement checks into a special trust
28 account opened by mutual agreement for the underlying case only. Mr. Simon signed the checks

1 for the first time at the bank and provided the checks to the banker, who took custody of the
2 checks. The banker then provided the checks to Brian and Angela Edgeworth for signature in the
3 presence of Robert D. Vannah. Mr. Vannah signed bank documents to open the special account.
4 The checks were deposited into the agreed upon account. In addition to the normal safeguards for
5 a trust account, this account required signatures of both Robert D. Vannah and Mr. Simon for a
6 withdrawal. Thus, Mr. Simon stealing money from the trust account was an impossibility that
7 was known to the Defendants, and each of them. After the checks were deposited, the Edgeworths
8 and Defendant attorneys proceeded with their plan to falsely attack Simon.

9 21. On January 9, 2018, the Edgeworths served their complaint, which alleged that
10 Simon stole their money-money which was safe kept in a Bank of Nevada account, earning them
11 interest. The Edgeworths promptly received the undisputed amount of almost \$4 million dollars.
12 The Edgeworths agreed this made them whole. Defendants all knew Simon did not and could not
13 steal the money, yet they pursued their serious theft allegations knowing the falsity thereof. The
14 Defendants, and each of them, knew and had reason to know, the conversion complaint was
15 objectively baseless and the Defendants, and each of them, did not have good faith or probable
16 cause to begin or maintain the action. Mr. Simon and his Law Office NEVER exclusively
17 controlled the settlement funds and NEVER committed an act of wrongful dominion of control
18 when strictly following the law pursuant to NRS 18.015. The Edgeworths and Defendant
19 Attorneys conceded the Edgeworths owed Mr. Simon and his firm money for attorneys fees
20 incurred in the underlying case.

21 22. Simon responded with two motions to dismiss, which detailed the facts and
22 explained the law on why the complaint was frivolous. Rather than conceding the lack of merit
23 as to even a portion of the complaint, the Edgeworth entities, through Defendant attorneys
24 maintained the actions. On March 15, 2018, Defendants filed an Amended Complaint to include
25 new causes of action and reaffirmed all the false facts in support of the conversion claims. The
26 Defendants' false facts asserted stealing by Simon, sought punitive damages and sought to have
27 the court declare that "Simon was paid in full." When these allegations were initially made and
28 the causes of actions were maintained on an ongoing basis, Defendant Attorneys, and Brian and

Angela Edgeworth, individually and on behalf of the Edgeworth entities, all actually knew the allegations were false and had no legal basis whatsoever because their allegations were a legal impossibility. When questioned, the Defendant Attorneys could not articulate a legal or factual basis for their conversion claims. In multiple filed pleadings, court hearings, and at a five-day evidentiary hearing, Defendants failed to provide any factual or legal basis to support their conversion claim. Defendants failed to cite any Nevada law that would support the position that an attorney lien constituted conversion. Defendants failed to provide any facts or expert opinions that placing the settlement proceeds in a joint account for all parties while the attorney lien dispute was adjudicated would support a claim for conversion. Defendant Attorneys often stated that conversion “was a good theory” without providing any factual or legal basis for doing so.

23. During the course of the litigation, Defendants, and each of them, filed false documents asserting blackmail, extortion and theft by converting the Edgeworth’s portion of the settlement proceeds. This is evidenced by the Affidavit of Brian Edgeworth, dated February 12, 2018, at 7:25-8L15; the Affidavit of Brian Edgeworth, dated March 15, 2018, at 8:2-9:22; and the September 18, 2018 transcript of Angela Edgeworth’s sworn testimony at 133:5-23. The District Court conducted a five-day evidentiary hearing to adjudicate Simon’s attorney lien and the Motions to Dismiss Defendants’ complaints.

24. The facts elicited at the five-day evidentiary hearing concerning the substantial Attorney’s fees still owed and not paid by the Edgeworths, further confirmed that the allegations in both Edgeworth complaints were false and that the complaints were filed for an improper purpose - that is, to punish Mr. Simon as a collateral attack on the lien adjudication proceeding. This forced Simon to retain counsel and experts to defend the suit at substantial expense. The frivolous lawsuit was intended to cause Mr. Simon and his law practice to incur unnecessary and substantial expense. The initial complaint and subsequent filings for the ongoing litigation were done primarily because of hostility or ill will with the ulterior purposes to (1) refuse payment of attorneys fees all Defendants knew were due and owing to the Law Office of Daniel S. Simon; (2) to cause unnecessary and substantial expense to Simon; (3) to damage and harm the reputation and business of Mr. Simon; (4) to avoid lien adjudication; (5) cause humiliation, embarrassment,

1 mental anguish and inconvenience; and (6) to punish him personally and professionally, all of
2 which, are independent improper purposes. Defendants had no good faith basis to pursue the
3 conversion claim. Defendants knew there was no legal merit to asserting conversion and only
4 pursued the claim for the ulterior purposes stated. Defendants' true purposes are further proven
5 as the Edgeworths and the Defendant Attorneys never alleged malpractice and have no criticism
6 of the work performed by Mr. Simon for the Edgeworths. At the evidentiary hearing, Defendants
7 presented no evidence that supported their contention that Simon converted the settlement funds.
8 Defendants also did not provide any expert testimony nor cite any Nevada law to support that
9 position at the hearing or in the briefing for same. The Defendants did not rebut the expert
10 testimony presented by Mr. Simon at the hearing. Defendants made no arguments whatsoever
11 that their claim of conversion had merit, which only further shows their ulterior purposes for
12 bringing the claim. It is Defendants' conduct – notably their omissions – that reveals their ulterior
13 purposes and true goal when seeking conversion against Simon in the judicial system.

14 25. All filings for conversion were done without probable cause or a good faith belief
15 that there was a factual evidentiary basis to file a legitimate conversion claim. There was no legal
16 basis to do so as Simon never converted the settlement funds as defined by Nevada law. The
17 Defendants, and each of them, were aware that the conversion claim and allegations of extortion,
18 blackmail or other crimes were not meritorious. The Defendants, and each of them, did not
19 reasonably believe they had a good faith factual or legal basis for establishing a conversion claim
20 to the satisfaction of the Court. The complaint was filed for an ulterior purpose other than securing
21 the success of their claims, most notably conversion.

22 26. When the complaint filed by Defendants and subsequent filings were made and
23 arguments presented, the Defendants, and each of them, did not honestly believe in its possible
24 merits and could not reasonably believe that they had a good faith factual or legal basis upon
25 which to ever prove the case to the satisfaction of the court. Defendants, and each of them,
26 consistently argued that Mr. Simon extorted and blackmailed them and stole their money.
27 Defendants, and each of them, took an active part in the initiation, continuation and/or
28 procurement of the civil proceedings against Mr. Simon and his Law Office. The primary ulterior

1 purposes were (1) to refuse payment of attorneys fees all Defendants knew were due and owing
2 to the Law Office of Daniel S. Simon; (2) to cause unnecessary and substantial expense to Simon;
3 (3) to damage and harm the reputation and business of Mr. Simon; (4) to avoid lien adjudication;
4 (5) cause humiliation, embarrassment, mental anguish and inconvenience; and (6) to punish him
5 personally and professionally, all of which, are independent improper purposes. It was also
6 admittedly pursued to punish him before the money was ever received, as testified to by Angela
7 Edgeworth under oath at the Evidentiary hearing on September 18, 2018 at 145:10-21, and
8 adopted by all other Defendants. The claims were so obviously lacking in merit that they could
9 not logically be explained without reference to the Defendants improper motive and ill will. The
10 proceedings terminated in favor of Simon.

11 27. Angela Edgeworth testified that the lawsuit was filed to punish Mr. Simon before
12 the money was received.

13 28. Mr. Edgeworth testified he always knew he owed Mr. Simon money for attorney's
14 fees.

15 29. Mr. Vannah acknowledged that Mr. Simon was always owed money for attorney's
16 fees.

17 30. Mr. Greene acknowledged that Mr. Simon was always owed money for attorney's
18 fees.

19 31. The District Court found that the attorney lien of the Law Office of Daniel S.
20 Simon dba Simon Law (hereafter "Mr. Simon") was proper and that the lawsuit brought by the
21 Edgeworth entities, through the Defendant Attorneys, against Mr. Simon and his Law Office had
22 no merit and was NOT filed and/or maintained in GOOD FAITH. Accordingly, on October 11,
23 2018, the District Court dismissed Defendants complaint in its entirety against Mr. Simon. The
24 court found, Edgeworth and the Defendant Attorneys brought claims that were not well grounded
25 in fact or law confirming that it is clear that the conversion claim was frivolous and filed for an
26 improper purpose. Specifically, the Court examined the facts known to Edgeworth and Defendant
27 Attorneys when they filed the complaint on January 4, 2018; which were, Mr. Simon did not have
28 the money and had not stolen any money. In fact, he did not even have the ability to steal the

1 money as Mr. Vannah equally controlled the account. Additionally, there was no merit to the
2 Edgeworth entity claims that:

- 3 a. Simon “intentionally” converted and was going to steal the settlement proceeds;
- 4 b. Simon’s conduct warranted punitive damages;
- 5 c. Daniel S. Simon individually should be named as a party;
- 6 d. Simon had been paid in full;
- 7 e. Simon refused to release the full settlement proceeds to Plaintiffs;
- 8 f. Simon breached his fiduciary duty to Plaintiffs;
- 9 g. Simon breached the covenant of good faith and fair dealing; and,
- 10 h. Plaintiffs were entitled to Declaratory Relief because they had paid Simon in
11 full.

12 32. On October 11, 2018, the Court dismissed Plaintiffs’ amended complaint. Of
13 specific importance, the Court found that:

- 14 a. On November 29, Mr. Simon was discharged by Edgeworth.
- 15 b. On December 1, Mr. Simon appropriately served and perfected a charging lien on
16 the settlement monies.
- 17 c. Mr. Simon was due fees and costs from the settlement monies subject to the proper
18 attorney lien.
- 19 d. There was no evidence to support the conversion claim.
- 20 e. Simon did not convert the clients’ money.
- 21 f. The Court did not find an express oral contract for \$550 an hour.

22 33. On February 6, 2019, the Court found that:

- 23 a. The Edgeworths and Defendant Attorneys did not maintain the conversion claim
24 on reasonable grounds since it was an impossibility for Mr. Simon to have converted the
25 Edgeworth’s property at the time the lawsuit was filed. Mr. Simon never had exclusive control of
26 the settlement proceeds and did not perform a wrongful act of dominion or control over the funds
27 when merely filing a lawful attorney lien pursuant to NRS 18.015. The filing of a lawful attorney
28 lien is a protected communication pursuant to NRS 41.635- NRS41.670, precluding a lawsuit

1 against Mr. Simon, which is yet another reason the lawsuit was not filed and maintained in good
2 faith and/or with serious consideration of a valid claim.

3 **COUNT I**

4 **WRONGFUL USE OF CIVIL PROCEEDINGS – ALL DEFENDANTS**

5 34. Plaintiffs incorporate all prior paragraphs and incorporate by reference the
6 preceding allegations as though fully set forth herein.

7 35. The Edgeworth entities, through the Defendant Attorneys, initiated a complaint on
8 January 4, 2018 alleging Mr. Simon and his Law Office converted settlement proceeds in the
9 amount of 6 million dollars.

10 36. The Edgeworth entities, through the Defendant Attorneys, maintained the baseless
11 conversion claim when filing an amended complaint re-asserting the same conversion allegations
12 on March 15, 2018.

13 37. The Edgeworth entities, through the Defendant Attorneys, maintained the
14 conversion and stealing of the settlement allegations when filing multiple public documents and
15 presenting oral argument at hearings containing a public record when re-asserting the conversion
16 and theft by Mr. Simon and his Law Office. Defendants had no factual or evidentiary basis where
17 they could contemplate in good faith a claim for conversion against Simon. Further, Defendants
18 had no legal basis in Nevada law that Simon's attorney lien constituted conversion of the
19 settlement proceeds.

20 38. The Edgeworths and the Defendant Attorneys did not contemplate their causes of
21 action in good faith with serious consideration against Simon and acted without probable cause
22 and with no evidentiary basis to pursue said claims. The District Court dismissed Defendants'
23 claims after conducting the five-day evidentiary hearing, which constitutes a final determination
24 on the matter. The Court allowed additional time for full questioning of the witnesses and
25 presenting evidence necessary to prove all of their claims.

26 39. The Edgeworths and the Defendant Attorneys acted with malice, express and/or
27 implied and their actions were malicious, oppressive, fraudulent and done with a conscious and
28 deliberate disregard of Plaintiffs' rights and Plaintiffs are entitled to punitive damages in a sum

1 to be determined at the time of trial. The Defendants, and each of them, knew of the probable and
2 harmful consequences of their false claims and intentionally and deliberately failed to act to avoid
3 the probable and harmful consequences.

4 40. The Edgeworths and the Defendant Attorneys' conduct proximately caused injury,
5 damage, loss, and/or harm to Mr. Simon and his Law Office in a sum to be determined at the time
6 of trial. Asserting what amounts to theft of millions of dollars against Mr. Simon and his Law
7 Office, harmed his image in his profession and among the community, and the allegations
8 damaged his reputation.

9 41. The Edgeworths and the Defendant Attorneys advanced arguments in public
10 documents that Mr. Simon committed serious crimes of stealing, extortion and blackmail
11 knowing these filings and arguments were false. The Edgeworth's admittedly made these same
12 statements outside the litigation to third parties that were not significantly interested in the
13 proceedings. Defendant Attorneys promulgated these same false statements under the guise of a
14 proper lawsuit when in reality they knew they had no good faith basis or probable cause to
15 maintain the conversion against Simon.

16 42. The Defendants acted without privilege or justification in causing clients to avoid
17 representation from Plaintiffs.

18 43. The Edgeworth's and Defendant Attorneys' abuse of the process proximately
19 caused injury, damage, loss, and/or harm to Mr. Simon and his Law Office when asserting what
20 amounts to theft and crimes of extortion against Mr. Simon that harmed his image in his
21 profession and among his personal friends and the community. Mr. Simon and his office sustained
22 damage for humiliation, embarrassment, mental suffering, inconvenience, loss of quality of life,
23 lost time and loss of income. The false allegations damaged his reputation, and proximately
24 caused general, special and consequential damages, past and future, in a sum to be determined at
25 the time of trial.

26 44. The actions of Defendants, and each of them, were sufficiently fraudulent, malicious,
27 and/or oppressive under NRS 42.005 to warrant an award of punitive damages. The Defendants,
28

1 and each of them, knew of the probable and harmful consequences of their false claims and
2 intentionally and deliberately failed to act to avoid the probable and harmful consequences.

3 45. Plaintiffs were forced to retain attorneys to defend the wrongful use of civil
4 proceedings and incurred substantial attorney's fees and costs, which are specially plead pursuant
5 to NRCP 9(g) to be recovered as special damages in a sum in excess of \$15,000.

6 46. Plaintiffs have been forced to retain attorneys to prosecute this matter and are
7 entitled to reasonable attorney's fees, costs and interest separately pursuant to Nevada law.

8 **COUNT II**

9 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**

10 **ADVANTAGE –ALL DEFENDANTS**

11 47. Plaintiffs incorporate the preceding paragraphs and allegations as though fully set
12 forth herein.

13 48. At the time of filing of this lawsuit, Plaintiffs had prospective contractual
14 relationships with clients who had been injured due to the fault of another, including but not
15 limited to persons injured in motor vehicle accidents, slip and falls, medical malpractice and other
16 personal injuries.

17 49. The Defendants knew Plaintiffs regularly received referrals for and represented
18 clients in motor vehicle accidents, slip and falls, medical malpractice and incidents involving
19 other personal injuries.

20 50. The Defendants intended to harm Plaintiffs by engaging in one or more wrongful
21 acts, including advancing arguments in public documents that Mr. Simon committed crimes of
22 stealing, extortion and blackmail knowing these filings and arguments were false, all designed to
23 prevent clients from seeking representation from Plaintiffs. The Edgeworth's made these same
24 statements to third parties outside the litigation who did not have a significant interest in the
25 proceedings, and Defendant Attorneys promulgated these same false statements under the guise
26 of a proper lawsuit when in reality they knew they had no good faith basis or probable cause to
27 maintain the conversion action against Simon. Defendants sued Simon for conversion when they
28 had no factual or legal basis to do so. Defendants, and each of them, filed false affidavits and

1 procured false testimony that Mr. Simon stole the settlement, blackmailed and extorted the
2 Edgeworths. Defendants did not seek in good faith adjudication of the conversion claim but
3 brought and maintained the suit for the ulterior purposes of harming Simon, personally and
4 professionally, including his business.

5 51. The Defendants acted without privilege or justification in causing clients to avoid
6 representation from Plaintiffs.

7 52. As a direct and proximate result of these wrongful acts, Plaintiffs have suffered,
8 and will continue to suffer, damages in an amount in excess of \$15,000.

9 53. The Edgeworth's and Defendant attorneys' abuse of the process and conduct
10 proximately caused injury, damage, loss, and/or harm to Mr. Simon and his Law Office when
11 asserting what amounts to theft and crimes of extortion against Mr. Simon that harmed his image
12 in his profession and among his personal friends and the community. Mr. Simon and his office
13 sustained damage for humiliation, embarrassment, mental suffering, inconvenience, loss of
14 quality of life, lost time, loss of income, damage to his reputation, past and future, proximately
15 caused by the acts of Defendants, and each of them. These acts proximately caused general,
16 special and consequential damages, past and future, in a sum to be determined at the time of trial.

17 54. The actions of Defendants, and each of them, were sufficiently fraudulent, malicious,
18 and/or oppressive under NRS 42.005 to warrant an award of punitive damages. The Defendants,
19 and each of them, knew of the probable and harmful consequences of their false claims and
20 intentionally and deliberately failed to act to avoid the probable and harmful consequences.

21 55. Plaintiffs were forced to retain attorneys and experts to defend the intentional
22 interference with prospective economic advantage and incurred substantial attorney's fees and
23 costs, which are specially plead pursuant to NRCP 9(g) to be recovered as special damages in a
24 sum in excess of \$15,000.

25 56. Plaintiffs have been forced to retain attorneys to prosecute this matter and are
26 entitled to reasonable attorney's fees, costs and interest separately pursuant to Nevada law.

COUNT III

ABUSE OF PROCESS –ALL DEFENDANTS

57. Plaintiffs incorporate the preceding paragraphs and allegations as if fully set forth herein.

58. The Edgeworths and the Defendant Attorneys abused the judicial process when initiating and maintaining a proceeding alleging conversion, theft, and malice with no evidence to support those claims or a good faith basis to maintain such action. Defendants did not contemplate bringing these claims in good faith because they had no factual or legal basis to pursue and maintain the claims. Defendants knew they had no basis but brought the claims with the ulterior purposes in order to harm Mr. Simon and his practice. Defendants did not perform a diligent inquiry into the facts and law to support the conversion claims and knew the claims of conversion could not be established, but continued to maintain the action against Simon, all to Simon's harm. Through multiple pleadings, hearings, and testimony, Defendants never presented any sufficient facts, expert or lay testimony, or basis in Nevada law to support their claims against Simon, all of which reveal Defendants' true ulterior purposes. Simply, an attorney lien is not conversion and Defendants knew this before ever filing suit against Simon and knew it while maintaining the action.

59. The Edgeworths and Defendant Attorneys' initiation of the proceedings and continued pursuit of the false claims, was brought for ulterior purposes to refuse payment of attorneys fees all Defendants knew were due and owing to the Law Office of Daniel S. Simon; to damage the reputation of Mr. Simon and his Law Offices; to cause Mr. Simon to expend substantial resources to defend the frivolous claims; cause financial harm and the loss of business; humiliate, embarrass, cause great inconvenience; to punish Simon and his Law Office; and to avoid lien adjudication of the substantial attorney's fees and costs admittedly owed to Mr. Simon at the time the process was initiated rather than for the proper purpose of asserting claims supported by evidence. All Defendant's conduct further establishes and corroborates the ulterior purpose.

1 60. The Edgeworths and Defendant Attorneys committed a willful act in using the
2 judicial process for an ulterior purpose not proper in the regular conduct of the proceedings and
3 misapplied the process for an end other than which it was designed to accomplish, and acted and
4 used the process for an improper purpose or ulterior motive, as stated herein. Defendants admitted
5 their conduct was for the ulterior purpose of punishing Mr. Simon and his Law office.

6 61. The Edgeworths and the Defendant Attorneys abused the process at hearings to
7 avoid lien adjudication, to cause unnecessary and substantial expense and to damage the
8 reputation of Mr. Simon and financial loss to his Law Office, as well as to punish him. The
9 Defendants, and each of them, knew of the probable and harmful consequences of their false
10 claims and intentionally and deliberately failed to act to avoid the probable and harmful
11 consequences. The Defendants, and each of them, have fully approved and ratified the conduct
12 of the others. Defendants made these statements under the mistaken belief that they could say and
13 do anything without consequence as they falsely believed they were shielded and had immunity
14 under the litigation privilege. Defendants, and each of them, filed and maintained the frivolous
15 complaint to punish Mr. Simon and Law Practice knowing the falsity of these statements. They
16 also invented a story of an express oral contract for \$550 an hour in attempt to refuse payment of
17 a reasonable attorney fee. The frivolous complaint also alleged that Mr. Simon was “paid in full.”

18 62. The Edgeworths and Defendant Attorneys’ abuse of the process and conduct
19 proximately caused injury, damage, loss, and/or harm to Mr. Simon and his Law Office when
20 asserting what amounts to theft and crimes of extortion against Mr. Simon that harmed his image
21 in his profession and among his personal friends and the community. Mr. Simon and his office
22 sustained damage for humiliation, embarrassment, mental suffering, inconvenience, loss of
23 quality of life, lost time, loss of income, damage to his reputation, past and future, proximately
24 caused by the acts of Defendants, and each of them. These acts proximately caused general,
25 special and consequential damages, past and future, in a sum to be determined at the time of trial.

26 63. Plaintiffs were already forced to retain attorneys to defend the litigation
27 improperly brought and maintained by Defendants, constituting an abuse of process, thus
28

1 incurring substantial attorney's fees and costs, which are specially plead pursuant to NRCP 9(g)
2 to be recovered as special damages in a sum in excess of \$15,000.

3 64. The actions of Defendants, and each of them, were sufficiently fraudulent, malicious,
4 and/or oppressive under NRS 42.005 to warrant an award of punitive damages. The Defendants,
5 and each of them, knew of the probable and harmful consequences of their false claims and
6 intentionally and deliberately failed to act to avoid the probable and harmful consequences.

7 65. Plaintiffs have been forced to retain attorneys to prosecute this matter and are
8 entitled to reasonable attorney's fees, costs and interest separately pursuant to Nevada law.

9 **COUNT IV**

10 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION - THE DEFENDANT**
11 **ATTORNEYS**

12 66. Plaintiffs incorporate the preceding paragraphs and allegations as if set forth
13 herein.

14 67. Robert D. Vannah, Chtd. had a duty to hire, supervise, and retain competent
15 employees including, Defendant Attorneys, to act diligently and competently to represent valid
16 claims to the court and to file pleadings before the court that have the legal or evidentiary basis
17 to support the claims and not file lawsuits for an ulterior purpose. The duties, professional
18 responsibility and acts of the Lawyer are governed by their own independent acts and the rules of
19 professional responsibility. The Defendant Attorneys had an independent duty to act and not
20 follow all directions of their clients inconsistent with the Nevada law and the Nevada Rules of
21 Professional Conduct.

22 68. The Attorneys acting on behalf of Robert D. Vannah, Chtd. fell below the standard
23 of care when drafting, signing, and filing complaints with allegations, known to them to be false,
24 a legal impossibility and without any evidentiary basis. The continuing acts of maintaining the
25 false claims and advancing false arguments violate the rules of professional responsibility. The
26 Defendant Attorneys had a duty to refrain from pursuing frivolous allegations of conversion
27 despite the wishes of the clients.

28 69. Robert D. Vannah, Chtd breached that duty proximately causing damage to Mr.

1 Simon and his Law Office, when failing to properly supervise the Attorneys in order to ensure its
2 attorneys do not bring actions that were not contemplated in good faith but brought and
3 maintained with ulterior purposes to cause harm to parties in judicial proceedings, including,
4 Simon, and to ensure the Attorneys are complying with their ethical duties pursuant to the rules
5 of professional responsibility. The false allegations damaged his reputation, and proximately
6 caused general, special and consequential damages to be determined at the time of trial.

7 70. The Defendant Attorneys' abuse of the process under negligent supervision and
8 retention, proximately caused injury, damage, loss, and/or harm to Mr. Simon and his Law Office,
9 the Law Office of Daniel Simon when asserting what amounts to illegal and fraudulent activity,
10 including false allegations of theft and crimes of extortion against Mr. Simon that harmed his
11 image in his profession and among his personal friends and the community. Mr. Simon and his
12 office sustained damage for humiliation, embarrassment, mental suffering, inconvenience, loss
13 of quality of life, lost time, loss of income, damage to his reputation, past and future, proximately
14 caused by the acts of Defendants, and each of them. These acts proximately caused general,
15 special and consequential damages, past and future, in a sum to be determined at the time of trial.

16 71. Robert D. Vannah, Chtd.' acts were malicious, oppressive, fraudulent and done
17 with a conscious and deliberate reckless disregard for the rights of the Plaintiffs. The Defendant
18 Attorneys, knew of the probable and harmful consequences of their false claims and intentionally
19 and deliberately failed to act to avoid the probable and harmful consequences. The actions of
20 Defendant Attorneys, were sufficiently fraudulent, malicious, and/or oppressive under NRS
21 42.005 to warrant an award of punitive damages. All of the acts were fully authorized, approved
22 and ratified by Robert D. Vannah, Chtd.

23 72. Plaintiffs were forced to retain attorneys to defend the frivolous complaints
24 abusing the process, and related proceedings thereby incurring substantial attorney's fees and
25 costs, which are specially plead pursuant to NRCP 9(g) to be recovered as special damages in a
26 sum in excess of \$15,000.

27 73. Plaintiffs have been forced to retain attorneys to prosecute this matter and are
28 entitled to reasonable attorney's fees, costs and interest separately pursuant to Nevada law.

COUNT V

DEFAMATION PER SE –THE EDGEWORTH DEFENDANTS

74. Plaintiffs incorporate the preceding allegations as though fully set forth herein.

75. On information and belief, Brian Edgeworth and Angela Edgeworth misrepresented to the public that Mr. Simon and his Law Office committed illegal and fraudulent acts. Defendants, and each of them, also made intentional misrepresentations to the general public that Mr. Simon and his Law Office lacked integrity and good moral character including, but not limited to, its publicly filed complaint on January 4, 2018, the amended complaint filed March 15, 2018, the multiple publicly filed briefs and affidavits asserting the same false statements. The Edgeworths repeated these statements to individual third parties independent of the litigation, and who were not significantly interested in the proceedings.

76. Brian and Angela Edgeworth's statements were false and defamatory and Brian and Angela Edgeworth knew them to be false and defamatory at the time the statements were made, and were at least negligent in making the statement to the third parties who were not significantly interested in the proceedings.

77. Brian and Angela Edgeworth's publication of these statements to third parties was not privileged. They were false statements intentionally made to parties with no significant interest in the proceedings, and they knew the statements were false at the time they were made. The statements were made about the business and profession of Mr. Simon and were intended to lower the opinion of others in the community about his integrity, moral character, and ability to perform his professional services. Specifically, Angela Edgeworth testified in the Evidentiary Hearing on September 18, 2018, that she made these false and defamatory statements to third parties who were not significantly interested in the proceedings. *See*, September 18, 2018 transcript of Angela Edgeworth's sworn testimony at 133:5-23. This is further evidenced by the Affidavit of Brian Edgeworth, dated February 12, 2018, at 7:25-8:15 and the Affidavit of Brian Edgeworth, dated March 15, 2018, at 8:2-9:22;

78. Brian and Angela Edgeworth, individually and on behalf of the Edgeworth entities made false and defamatory statements attacking the integrity and moral character of Mr. Simon

1 and his law practice tending to cause serious injury to his reputation and ability to secure new
2 clients. These statements impugn Mr. Simon's lack of fitness for his trade, business and
3 profession and injured Plaintiffs in his business. Under Nevada law, the statements were
4 defamatory per se and damages are presumed. The foregoing notwithstanding, as a direct and
5 proximate result of the false and defamatory statements, Mr. Simon and his Law Office, the Law
6 Office of Daniel Simon have sustained actual, special and consequential damages, loss and harm
7 in a sum to be determined at the time of trial.

8 79. The actions of the Edgeworth Defendants, were sufficiently fraudulent, malicious,
9 and/or oppressive under NRS 42.005 to warrant an award of punitive damages. The Edgeworth
10 Defendants, knew of the probable and harmful consequences of their false claims and
11 intentionally and deliberately failed to act to avoid the probable and harmful consequences. The
12 Edgeworth Defendants ratified, fully approved, authorized and ratified each other's actions in
13 attacking the integrity and moral character of Mr. Simon and his law office and on behalf of
14 American Grating and the Edgeworth Family Trust. Therefore, Plaintiffs are entitled to an award
15 of punitive damages.

16 80. The Edgeworth's Defamation Per Se and conduct proximately caused injury,
17 damage, loss, and/or harm to Mr. Simon and his Law Office when asserting what amounts to theft
18 and crimes of extortion against Mr. Simon that harmed his image in his profession and among his
19 personal friends and the community. Mr. Simon and his office sustained damage for humiliation,
20 embarrassment, mental suffering, inconvenience, loss of quality of life, lost time, loss of income,
21 past and future, damage to his reputation proximately caused by the acts of the Edgeworth
22 Defendants. These acts proximately caused general, special and consequential damages, past and
23 future, in a sum to be determined at the time of trial.

24 81. Plaintiffs were forced to retain attorneys to defend the complaints and defamatory
25 statements and incurred substantial attorney's fees and costs, which are specially plead pursuant
26 to NRCP 9(g) to be recovered as special damages in a sum in excess of \$15,000.

27 82. The additional specific facts necessary for Plaintiffs to plead this cause of action
28 are peculiarly within the Defendants' knowledge or possession, thereby precluding Plaintiffs from

1 offering further specificity at this time. *Rocker v. KPMG, LLP*, 122 Nev. 1185, 1193, 148 P.3d
2 703, 708 (2006).

3 83. It has become necessary for Plaintiffs to retain the services of attorneys to litigate
4 this action. Therefore, Plaintiffs are entitled to an award of attorneys' fees, costs and interest
5 separately pursuant to Nevada law.

6 **COUNT VI**

7 **BUSINESS DISPARAGEMENT –THE EDGEWORTH DEFENDANTS**

8 84. Plaintiffs repeat and reallege each and every paragraph and allegation in the
9 foregoing paragraphs as though fully set forth herein.

10 85. The statements of Brian and Angela Edgeworth, as alleged more fully herein,
11 attacked the reputation for honesty and integrity of their lawyer and communicated to others a
12 lack of truthfulness by stating that the Mr. Simon and his Law Office, the Law Office of Daniel
13 S. Simon, converted, blackmailed and extorted millions of dollars from them. These statements
14 were false and done with the intent to disparage, injure and harm Mr. Simon and his Law Office
15 and actually disparaged the Law Office of Daniel Simon.

16 86. Brian and Angela Edgeworth's statements were false, misleading and disparaging.

17 87. Brian and Angela Edgeworth's publication of the statements were not privileged,
18 as they were communicated to third parties not significantly interested in the proceedings. These
19 statements were confirmed by Angela Edgeworth, individually and on behalf of their entities
20 during the evidentiary hearing on September 18, 2018. See, the September 18, 2018 transcript of
21 Angela Edgeworth's sworn testimony at 133:5-23. This is further evidenced by the Affidavit of
22 Brian Edgeworth, dated February 12, 2018 at 7:25-8:15 and the Affidavit of Brian Edgeworth,
23 dated March 15, 2018, at 8:2-9:22. They knew the statements were false at the time they were
24 made to persons who did not have significant interest in the proceedings.

25 88. The Edgeworths' Disparagement of the business and conduct proximately caused
26 injury, damage, loss, and/or harm to Mr. Simon and his Law Office when asserting what amounts
27 to theft and crimes of extortion against Mr. Simon that harmed his image in his profession and
28 among his personal friends and the community. Mr. Simon and his office sustained damage for

1 humiliation, embarrassment, mental suffering, inconvenience, loss of quality of life, lost time,
2 loss of income, past and future, damage to his reputation proximately caused by the acts of the
3 Edgeworth Defendants. These acts proximately caused general, special and consequential
4 damages, past and future, in a sum to be determined at the time of trial.

5 89. Brian and Angela Edgeworth published the false statements with malice, thereby
6 entitling Plaintiffs to an award of punitive damages.

7 90. Brian and Angela Edgeworth published the false statements to further the amount
8 of the recovery of the Edgeworth entities and personally benefit the Edgeworth's, disparage Mr.
9 Simon and his Law Office with the intent to injure and cause financial harm and damage. At all
10 times the defamatory and disparaging statements were fully authorized, approved and ratified by
11 the Edgeworths and the Edgeworth entities, who knew the statements were false.

12 91. As a direct and proximate result of Brian and Angela Edgeworth's false and
13 defamatory and disparaging statements, Plaintiffs have sustained actual, special and
14 consequential damages, loss and harm, in a sum to be determined at trial well in excess of
15 \$15,000.

16 92. The Edgeworth's Defamation Per Se and conduct proximately caused injury,
17 damage, loss, and/or harm to Mr. Simon and his Law Office when asserting what amounts to theft
18 and crimes of extortion against Mr. Simon that harmed his image in his profession and among his
19 personal friends and the community. Mr. Simon and his office sustained damage for humiliation,
20 embarrassment, mental suffering, inconvenience, loss of quality of life, lost time, loss of income,
21 past and future, damage to his reputation proximately caused by the acts of Defendants, and each
22 of them. These acts proximately caused general, special and consequential damages, past and
23 future, in a sum to be determined at the time of trial.

24 93. Plaintiffs were forced to retain attorneys to defend the defamatory and disparaging
25 statements during the proceedings and incurred substantial attorney's fees and costs, which are
26 specially plead pursuant to NRCP 9(g) to be recovered as special damages in a sum in excess of
27 \$15,000.

28

1 Mr. Simon and his Law Office has sustained actual, special and consequential damages in a sum
2 to be determined at trial.

3 99. The Edgeworth's Negligence and conduct proximately caused injury, damage,
4 loss, and/or harm to Mr. Simon and his Law Office when asserting what amounts to theft and
5 crimes of extortion against Mr. Simon that harmed his image in his profession and among his
6 personal friends and the community. Mr. Simon and his office sustained damage for humiliation,
7 embarrassment, mental suffering, inconvenience, loss of quality of life, lost time, loss of income,
8 past and future, damage to his reputation proximately caused by the acts of Defendants, and each
9 of them. These acts proximately caused general, special and consequential damages, past and
10 future, in a sum to be determined at the time of trial.

11 100. Plaintiffs were forced to retain attorneys to defend the frivolous lawsuit initiated
12 by Defendants and incurred substantial attorney's fees and costs, which are specially plead
13 pursuant to NRCP 9(g) in a sum in excess of \$15,000.

14 101. Plaintiffs have been forced to retain attorneys to prosecute this matter and are
15 entitled to reasonable attorney's fees, costs and interest separately pursuant to Nevada law.

16 **COUNT VIII**

17 **CIVIL CONSPIRACY –ALL DEFENDANTS**

18 102. Plaintiffs repeat and reallege each and every allegation in the foregoing paragraphs
19 and allegations as though fully set forth herein.

20 103. Defendants, and each of them, through concerted action among themselves and
21 others, intended to accomplish the unlawful objectives of (i) filing false claims for an improper
22 purpose. Defendant Attorneys and the Edgeworths all knew that the Plaintiffs did not convert the
23 money. They devised a plan to knowingly commit wrongful acts by filing the frivolous claims
24 for an improper purpose to damage and harm the reputation of Mr. Simon and his Law Office;
25 cause harm to his law practice; cause him unnecessary and substantial expense to expend valuable
26 resources to defend the abusive and frivolous lawsuit; and they abused the process in attempt to
27 manipulate the proceedings for an ulterior purpose. Defendants did not contemplate in good faith
28 the initiation and continuation of these judicial proceedings. Instead, for the ulterior purposes

described herein, Defendants chose to maintain their improper claims all in an attempt to harm Simon when they had no legal or factual basis to maintain said claims. The wrongful acts were committed several times when filing the complaint, amended complaint, all briefs, three affidavits, oral arguments and supreme court filings, and Defendants, and each of them, took no action to correct the falsity of the statements repeatedly made by all Defendants. Defendants knew prior to the initiation of the proceedings that they had no good faith basis in fact or in law to maintain their claims against Simon. They did not perform a diligent inquiry and did not have sufficient facts under Nevada law to seek adjudication of conversion against Simon, yet chose to do so and continue to advance the legally deficient claim. Defendants never presented any Nevada law or facts to support or maintain their improper claims throughout the entire litigation of the matter. Defendants made these statements under the mistaken belief that they could say and do anything without consequence as they falsely believed they were shielded and had immunity under the litigation privilege. Defendants, and each of them, filed and maintained the frivolous complaint to punish Mr. Simon and Law Practice knowing the falsity of these statements. They also invented a story of an express oral contract for \$550 an hour in attempt to refuse payment of a reasonable attorney fee. The frivolous complaint also alleged that Mr. Simon was “paid in full.”

104. Defendants, and each of them, through concerted action among themselves and others, intended to accomplish the foregoing unlawful objectives through unlawful means and to cause damage to Plaintiffs as herein alleged, including abusing the process, defaming and disparaging his Law Office, harming his business, causing unnecessary substantial expense, and to punish him, among others wrongful objectives to be determined at the time of trial.

105. In taking the actions alleged herein, Defendants, and each of them, were acting for their own individual advantage. Mr. Vannah was being paid \$925 an hour to file and maintain the frivolous claim. Mr. Greene was also being paid \$925 an hour to file and maintain the frivolous claims.

106. The Edgeworth’s Defamation Per Se and conduct proximately caused injury, damage, loss, and/or harm to Mr. Simon and his Law Office when asserting what amounts to theft and crimes of extortion against Mr. Simon that harmed his image in his profession and among his

1 personal friends and the community. Mr. Simon and his office sustained damage for humiliation,
2 embarrassment, mental suffering, inconvenience, loss of quality of life, lost time, loss of income,
3 past and future, damage to his reputation proximately caused by the acts of Defendants, and each
4 of them. These acts proximately caused general, special and consequential damages, past and
5 future, in a sum to be determined at the time of trial.

6 107. As the direct and proximate result of the concerted action of Defendants, and each
7 of them, as described herein, Plaintiffs have suffered general, special and consequential damages,
8 loss and harm, in a sum to be determined at trial.

9 108. The actions of Defendants, and each of them, were sufficiently fraudulent, malicious,
10 and/or oppressive under NRS 42.005 to warrant an award of punitive damages. The Defendants,
11 and each of them, knew of the probable and harmful consequences of their false claims and
12 intentionally and deliberately failed to act to avoid the probable and harmful consequences and
13 repeated the wrongful acts to achieve the objectives of their devised plan. Plaintiffs are entitled
14 to punitive damages in a sum to be determined at the time of trial.

15 109. The additional specific facts necessary for Plaintiffs to plead this cause of action
16 are peculiarly within the Defendants' knowledge or possession, thereby precluding Plaintiffs from
17 offering further specificity at this time. *Rocker v. KPMG, LLP*, 122 Nev. 1185, 1193, 148 P.3d
18 703, 708 (2006).

19 110. Plaintiffs were forced to retain attorneys to defend the wrongful acts to carry out
20 their devised plan and incurred substantial attorney's fees and costs, which are specially plead
21 pursuant to NRCP 9(g) to be recovered as special damages in a sum in excess of \$15,000.

22 111. It has become necessary for Plaintiffs to retain the services of an attorney in this
23 matter and he is entitled to be reimbursed for his attorneys' fees and costs incurred as a result
24 separately pursuant to Nevada law.

25 ///

26 ///

27 ///

28 ///

GENERAL PRAYER FOR RELIEF

Plaintiffs pray judgment against Defendants, and each of them, as follows:

1. For a sum to be determined at trial for actual, special, compensatory, consequential and general damages, past and future, in excess of \$15,000.
2. For a sum to be determined at trial for punitive damages.
3. For a sum to be determined for attorneys' fees and costs as special damages.
4. For attorneys' fees, costs and interest separately in prosecuting this action.
5. For such other relief as this court deems just and proper.

Dated this 21st day of May, 2020.

CHRISTIANSEN LAW OFFICES

By 
PETER S. CHRISTIANSEN, ESQ.
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I certify that I am an employee of CHRISTIANSEN LAW OFFICES, and that on this 21st day of May, 2020 I caused the foregoing document entitled *AMENDED COMPLAINT*, to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

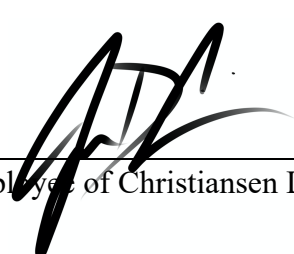
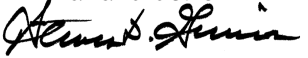

An employee of Christiansen Law Offices

EXHIBIT 2


CLERK OF THE COURT

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Las Vegas, Nevada 89101
Telephone: (702) 240-7979
Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC; BRIAN
EDGEWORTH AND ANGELA
EDGEWORTH, INDIVIDUALLY, AS
HUSBAND AND WIFE; ROBERT DARBY
VANNAH, ESQ.; JOHN BUCHANAN
GREENE, ESQ.; and ROBERT D.
VANNAH, CHTD. d/b/a VANNAH &
VANNAH, and DOES I through V and ROE
CORPORATIONS VI through X, inclusive,

Defendants.

CASE NO.: A-19-807433-C
DEPT NO.: XXIV

ORDER DENYING THE SPECIAL
MOTION OF ROBERT DARBY
VANNAH, ESQ., JOHN BUCHANAN
GREENE, ESQ., AND ROBERT D.
VANNAH, CHTD. d/b/a VANNAH &
VANNAH, TO DISMISS PLAINTIFFS'
AMENDED COMPLAINT:
ANTI-SLAPP

This matter having come before the Honorable Jim Crockett on October 1, 2020, regarding Defendants Robert Darby Vannah, Esq., John Buchanan Greene, Esq., and Robert D. Vannah, Chtd. d/b/a Vannah & Vannah's Motion to Dismiss Plaintiffs' Amended Complaint: Anti-SLAPP, filed on August 25, 2020, with Peter S. Christiansen, Esq. and Kendele L. Works, Esq. of CHRISTIANSEN LAW OFFICES appearing on behalf of Plaintiffs LAW OFFICE OF

DANIEL S. SIMON, A PROFESSIONAL CORPORATION and DANIEL S. SIMON, Patricia A. Marr, Esq. of PATRICIA A. MARR, LTD, appearing on behalf of Defendants ROBERT DARBY VANNAH ESQ., JOHN B. GREENE, ESQ., and ROBERT D. VANNAH, CHTD., dba VANNAH & VANNAH, (hereinafter collectively referred to as the “Vannah Defendants”), and Renee M. Finch, Esq. and Christine L. Atwood, Esq., of MESSNER REEVES, LLP. and Patricia Lee, Esq., of HUTCHISON & STEFFEN, PLLC, appearing on behalf of Defendants EDGEWORTH FAMILY TRUST, AMERICAN GRATING, LLC, BRIAN EDGEWORTH and ANGELA EDGEWORTH (hereinafter collectively referred to as the “Edgeworth Defendants”), the Court having heard the arguments of the parties and considering the moving papers and oppositions filed thereto, NOW THEREFORE, for good cause appearing, hereby finds:

1. When a party files a special motion to dismiss under Nevada’s anti-SLAPP statutes, NRS 41.635-NRS 41.670, that party bears the initial burden of production and persuasion. Here, the Vannah Defendants as the moving party, must first make a threshold showing that Plaintiffs’ claims against them are based on “[g]ood faith communication[s] in furtherance of the right to free speech in direct connection with an issue of public concern...which is truthful or made without knowledge of its falsehood.” NRS 41.637.
2. If an anti-SLAPP motion is filed, a court “shall” first ‘[d]etermine whether the moving party has established, by a preponderance of the evidence, that the claim is based upon a good faith communication in furtherance of the right to petition or the right to free speech in direct connection with an issue of public concern... which is truthful or is made without knowledge of its falsehood.” NRS 41.660(3)(a). “No communication falls within the purview of NRS 41.660 unless it is truthful or made without knowledge of its falsity.” *Shapiro v. Welt*, 133 Nev. 35, 40, 389 P.3d 262, 268 (2017)(internal citations omitted).
3. If a court finds “the moving party has met the burden pursuant to paragraph(a),” the court shall then “determine whether the plaintiff[s] ha[ve] demonstrated with prima

1 facie evidence a probability of prevailing on the claim.”(NRS 41.660(3)(b), as defined
2 in NRS 41.665(2).

- 3 4. THIS COURT FINDS that in Case No. A-16-738444-C in the Eighth Judicial
4 District Court, Clark County, Nevada, the Honorable Tierra Jones entered orders,
5 which included dismissing the underlying lawsuit against Simon and finding that the
6 conversion claims against him, which give rise to the instant lawsuit, were not filed
7 and/or maintained on reasonable grounds. In awarding attorney’s fees and costs for
8 Simon having to defend the groundless claims, Judge Jones expressly found “it was
9 an impossibility for Mr. Simon to have converted the Edgeworths’ property.” This
10 court will not disturb the findings of a sister court on this issue. *See Five Star Capital*
11 *Corp. v. Ruby*, 124 Nev. 1048. 194 P.3d 709 (2008).
- 12 5. THE COURT FURTHER FINDS based on the evidence and briefings before it, that
13 there could not be any good faith legal or factual basis for the underlying conversion
14 claim against Simon when there was a pre-litigation accord and satisfaction reached
15 between the parties about how dominion and control over the funds was to be
16 exercised pending resolution of the attorney lien dispute.
- 17 6. THE COURT FURTHER FINDS, in light of the foregoing, that the Vannah
18 Defendants did not meet their burden under the first prong of the anti-SLAPP analysis
19 because they cannot show, based on a preponderance of the evidence, that the
20 underlying conversion claims against Simon were good faith communications, which
21 were truthful and/or made without knowledge of falsity.
- 22 7. THE COURT FURTHER FINDS that it must only advance to the second prong of the
23 Anti-SLAPP analysis in the event that the Vannah Defendants met their burden to
24 show by a preponderance of the evidence that their underlying claims against Simon
25 were based upon good faith communications made in furtherance of the right to free
26 speech in direct connection with an issue of public concern. Only then would the
27 burden shift to Plaintiffs to show with prima facie evidence, a probability of prevailing
28

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on their claims. Because the Vannah Defendants have not met their burden, this Court need not consider the second prong of the anti-SLAPP analysis.

8. THE COURT FURTHER FINDS however, that if it reached the second prong of the Anti-SLAPP analysis, which it does not, Simon has shown prima facie evidence of a probability of prevailing on Plaintiffs' claims and that there are genuine issues of material fact at this stage in the litigation, which require discovery.

9. In light of the foregoing, IT IS HEREBY ORDERED that the Vannah Defendants' Special Anti-Slapp Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRS 41.637, is DENIED.
Dated this 26th day of October, 2020

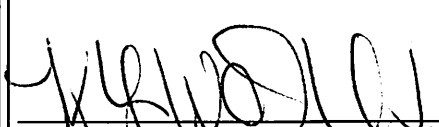
DATED this _____ day of October, 2020.


DISTRICT COURT JUDGE

Respectfully submitted:

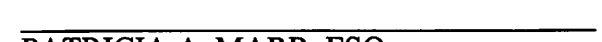
CHRISTIANSEN LAW OFFICES

819 FCF DFB7 1E8F
Jim Crockett
District Court Judge


PETER S. CHRISTIANSEN, ESQ.
Nevada Bar No. 5254
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Attorneys for Plaintiffs

Approved as to Form and Content:

PATRICIA A. MARR, LTD.


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Attorneys for Defendants Robert Darby Vannah, Esq.; John B. Greene, Esq.; and Robert D. Vannah, Chtd., dba Vannah & Vannah

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Law Office of Daniel S Simon,
7 Plaintiff(s)

CASE NO: A-19-807433-C

8 vs.

DEPT. NO. Department 24

9 Edgeworth Family Trust,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

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