

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON,

RESPONDENTS.

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Supreme Court Case No. 83258
Elizabeth A. Brown
Consolidated with 89260
Clerk of Supreme Court

Dist. Ct. Case No. A-18-767242-C
Consolidated with A-16-738444-C

**EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF
OPENING BRIEF**

**VOLUME I
AA0001 – AA0237**

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***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)***

APPELLANTS' APPENDIX

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
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2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799

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2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
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2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886
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2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
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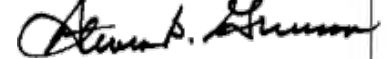
ALPHABETICAL INDEX

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2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
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1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

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

8 Plaintiffs,

9 vs.

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

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

14 Defendants.

Consolidated with

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

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

17 Plaintiffs,

18 vs.

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

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

21 Defendants.

22
23 **DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

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

Hon. Tierra Jones
DISTRICT COURT JUDGE

DEPARTMENT TEN
LAS VEGAS, NEVADA 89155

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

7 8 **FINDINGS OF FACT**

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

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

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

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

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

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

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

10
11 We never really had a structured discussion about how this might be done.
12 I am more that happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win an go after the appeal that these
15 scumbags will file etc.

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

18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.

22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

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

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

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

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

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

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 17 CONCLUSION OF LAW

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

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

23 NRS 18.015(1)(a) states:

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

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

27 Nev. Rev. Stat. 18.015.

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

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

13 14 ***Fee Agreement***

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

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

1 “We never really had a structured discussion about how this might be done. I
2 am more than happy to keep paying hourly but if we are going for punitive we
3 should probably explore a hybrid of hourly on the claim and then some other
4 structure that incents both of us to win an go after the appeal that these
5 scumbags will file etc. Obviously that could not have been done earlier snce
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10 or if things get really bad, I still have a couple million in bitcoin I could sell. I
11 doubt we will get Kinsale to settle for enough to really finance this since I
12 would have to pay the first \$750,000 or so back to Colin and Margaret and
13 why would Kinsale settle for \$1MM when their exposure is only \$1MM?”

14 (Def. Exhibit 27).

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

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

26 *Constructive Discharge*

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

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

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

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

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

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

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

Id.

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

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

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

18 Id.

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

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

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

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

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

27 //

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

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

5 NRS 18.015 states:

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

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

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

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

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

21 4. A lien pursuant to:

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

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

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

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

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

1 Nev. Rev. Stat. 18.015.

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

9
10 *Implied Contract*

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

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

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

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

9
10 ***Amount of Fees Owed Under Implied Contract***

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

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

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

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

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

20 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
22 which appears to indicate that it began with the initial meeting with the client, leading the court to
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
25 amount has already been paid by the Edgeworths on December 16, 2016.²

27 ²There are no billing amounts from December 2 to December 4, 2016.

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

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
8 been paid by the Edgeworths on August 16, 2017.³

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

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

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

25
26 ³ There are no billings from July 28 to July 30, 2017.

⁴ There are no billings for October 8th, October 28-29, and November 5th.

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

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

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

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

5
6 ***Costs Owed***

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

14
15 ***Quantum Meruit***

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

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

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

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

18 *1. Quality of the Advocate*

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

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

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

9 3. The Work Actually Performed

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

18 4. The Result Obtained

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 NRCP 1.5.

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

23 CONCLUSION

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

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

9
10 **ORDER**

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

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

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17 _____
18 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

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

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



Tess Driver
Judicial Executive Assistant
Department 10

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

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

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

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

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

17 Plaintiffs,

18 vs.

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

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

21 Defendants.

22
23 **SECOND AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

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

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

7 8 **FINDINGS OF FACT**

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

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

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

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

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
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1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

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

10 We never really had a structured discussion about how this might be done.
11 I am more than happy to keep paying hourly but if we are going for punitive
12 we should probably explore a hybrid of hourly on the claim and then some
13 other structure that incents both of us to win and go after the appeal that these
scumbags will file etc.

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

15 I could also swing hourly for the whole case (unless I am off what this is
16 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.

17 I doubt we will get Kinsale to settle for enough to really finance this since I
18 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?

19
20 (Def. Exhibit 27).

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

26 8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
27 costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per
28

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

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

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

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 17 **CONCLUSION OF LAW**

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

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

23 NRS 18.015(1)(a) states:

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

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

27 Nev. Rev. Stat. 18.015.

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

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

13 14 *Fee Agreement*

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

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

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

16 (Def. Exhibit 27).

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

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

28 *Constructive Discharge*

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

- Refusal to communicate with an attorney creates constructive discharge. Rosenberg v. Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).

- 1 • Refusal to pay an attorney creates constructive discharge. *See e.g., Christian v. All Persons*
2 *Claiming Any Right*, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 3 • Suing an attorney creates constructive discharge. *See Tao v. Probate Court for the Northeast*
4 *Dist. #26*, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also Maples v.*
5 *Thomas*, 565 U.S. 266 (2012); *Harris v. State*, 2017 Nev. LEXIS 111; and *Guerrero v. State*,
6 2017 Nev. Unpubl. LEXIS 472.
- 7 • Taking actions that preventing effective representation creates constructive discharge.
8 *McNair v. Commonwealth*, 37 Va. App. 687, 697-98 (Va. 2002).

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

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

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

- 24 a) ...
- 25 b) ...
- 26 c) Client agrees that his attorneys will work to consummate a settlement of
27 \$6,000,000 from the Viking entities and any settlement amount agreed to be
28 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.

29 Id.

30 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
31 Simon had already begun negotiating the terms of the settlement agreement with Viking during the

1 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
2 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
3 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
4 identified as the firm that solely advised the clients about the settlement. The actual language in the
5 settlement agreement, for the Viking claims, states:

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

18 Id.

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

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

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

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

16 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
17 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
18 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
19 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
20 was attached to the letter), and that Simon continued to work on the case after the November 29,
21 2017 date. The court further recognizes that it is always a client's decision of whether or not to
22 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
23 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
24 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
25 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
26 with him, making it impossible to advise them on pending legal issues, such as the settlements with
27 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
28

1
2 Simon from effectively representing the clients. The Court finds that Danny Simon was
3 constructively discharged by the Edgeworths on November 29, 2017.
4

5 **Adjudication of the Lien and Determination of the Law Office Fee**

6 NRS 18.015 states:

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

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

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

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

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

22 4. A lien pursuant to:

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

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

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

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

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

1 Nev. Rev. Stat. 18.015.

2 NRS 18.015(2) matches Nevada contract law. If there is an express contract, then the contract terms
3 are applied. Here, there was no express contract for the fee amount, however there was an implied
4 contract when Simon began to bill the Edgeworths for fees in the amount of \$550 per hour for his
5 services, and \$275 per hour for the services of his associates. This contract was in effect until
6 November 29, 2017, when he was constructively discharged from representing the Edgeworths.
7 After he was constructively discharged, under NRS 18.015(2) and Nevada contract law, Simon is
8 due a reasonable fee- that is, quantum meruit.
9

10 *Implied Contract*

11 On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
12 an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was
13 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
14 created when invoices were sent to the Edgeworths, and they paid the invoices.
15

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

25 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRC
26 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
27 paid in full and there was never any indication given that anything less than all the fees had been
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1 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
2 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
3 the NRC 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
4 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
5 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
6 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
7 Office retained the payments, indicating an implied contract was formed between the parties. The
8 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
9 date they were constructively discharged, November 29, 2017.

10
11 ***Amount of Fees Owed Under Implied Contract***

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

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

1 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
2 indicated that there were no phone calls included in the billings that were submitted to the
3 Edgeworths.

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

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

21 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
22 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
23 which appears to indicate that it began with the initial meeting with the client, leading the court to
24 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
25 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
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27
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1 amount has already been paid by the Edgeworths on December 16, 2016.²

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

5 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
6 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
7 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
8 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
9 been paid by the Edgeworths on August 16, 2017.³

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

16 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
17 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
18 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
19 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
20 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
21 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
22 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
23 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
24

25 ²There are no billing amounts from December 2 to December 4, 2016.

26 ³ There are no billings from July 28 to July 30, 2017.

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

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

1 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

2 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
3 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
4 by the Edgeworths, so the implied fee agreement applies to their work as well.

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

7
8 ***Costs Owed***

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

16
17 ***Quantum Meruit***

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

27
28

⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 is quantum meruit. The Court finds that the Law Office of Daniel Simon is owed attorney's fees
2 under quantum meruit from November 29, 2017, after the constructive discharge, to the conclusion
3 of the Law Office's work on this case.

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

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

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

21 1. Quality of the Advocate

22 Brunzell expands on the "qualities of the advocate" factor and mentions such items as
23 training, skill and education of the advocate. Mr. Simon has been an active Nevada trial attorney for
24 over two decades. He has several 7-figure trial verdicts and settlements to his credit. Craig
25 Drummond Esq. testified that he considers Mr. Simon a top 1% trial lawyer and he associates Mr.
26 Simon in on cases that are complex and of significant value. Michael Nunez Esq. testified that Mr.
27 Simon's work on this case was extremely impressive. William Kemp Esq. testified that Mr. Simon's
28

1 work product and results are exceptional.

2 2. The Character of the Work to be Done

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

12 3. The Work Actually Performed

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

21 4. The Result Obtained

22 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
23 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
24 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
25 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
26 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
27 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
28

1 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
2 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
3 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
4 were made more than whole with the settlement with the Viking entities.

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

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

12 (1) The time and labor required, the novelty and difficulty of the
13 questions involved, and the skill requisite to perform the legal service
14 properly;

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

17 (3) The fee customarily charged in the locality for similar legal
18 services;

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

20 (5) The time limitations imposed by the client or by the
21 circumstances;

22 (6) The nature and length of the professional relationship with the
23 client;

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

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

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

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

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

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

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

5 (3) Whether the client is liable for expenses regardless of outcome;

6 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
costs as required by law; and

7 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

8 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
9 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
10 determination.

11
12 NRCP 1.5.

13 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
14 the Edgeworths, the character of the work was complex, the work actually performed was extremely
15 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
16 factors justify a reasonable fee under NRCP 1.5.

17 However, the Court must also consider the fact that the evidence suggests that the basis or
18 rate of the fee and expenses for which the client will be responsible were never communicated to the
19 client, within a reasonable time after commencing the representation. Further, this is not a
20 contingent fee case, and the Court is not awarding a contingency fee.

21 Instead, the Court must determine the amount of a reasonable fee. In determining this
22 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
23 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
24 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
25 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
26 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
27 continued to work on the Viking settlement until it was finalized in December of 2017, and the
28

1 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
2 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
3 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
4 himself were continuing, even after the constructive discharge. In considering the reasonable value
5 of these services, under quantum meruit, the Court is considering the previous \$550 per hour fee
6 from the implied fee agreement, the Brunzell factors, and additional work performed after the
7 constructive discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is
8 entitled to a reasonable fee in the amount of \$200,000, from November 30, 2017 to the conclusion of
9 this case.

10 11 **CONCLUSION**

12 The Court finds that the Law Office of Daniel Simon properly filed and perfected the
13 charging lien pursuant to NRS 18.015(3) and the Court must adjudicate the lien. The Court further
14 finds that there was an implied agreement for a fee of \$550 per hour between Mr. Simon and the
15 Edgeworths once Simon started billing Edgeworth for this amount, and the bills were paid. The
16 Court further finds that on November 29, 2017, the Edgeworth's constructively discharged Mr.
17 Simon as their attorney, when they ceased following his advice and refused to communicate with
18 him about their litigation. The Court further finds that Mr. Simon was compensated at the implied
19 agreement rate of \$550 per hour for his services, and \$275 per hour for his associates; up and until
20 the last billing of September 19, 2017. For the period from September 19, 2017 to November 29,
21 2017, the Court finds that Mr. Simon is entitled to his implied agreement fee of \$550 an hour, and
22 \$275 an hour for his associates, for a total amount of \$284,982.50. For the period after November
23 29, 2017, the Court finds that the Law Office of Daniel Simon properly perfected their lien and is
24 entitled to a reasonable fee for the services the office rendered for the Edgeworths, after being
25 constructively discharged, under quantum meruit, in an amount of \$200,000. The Court further
26 finds that the Law Office of Daniel Simon is entitled to costs in the amount of \$71,594.93.

27 //

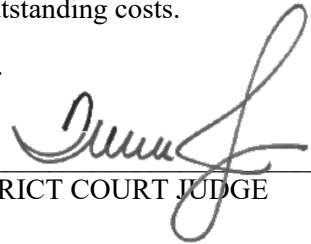
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ORDER

It is hereby ordered, adjudged, and decreed, that the Motion to Adjudicate the Attorneys Lien of the Law Office of Daniel S. Simon is hereby granted and that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs.
Dated this 16th day of March, 2021

IT IS SO ORDERED this 16th day of March, 2021.



DISTRICT COURT JUDGE

**B7B 840 B8A7 FF62
Tierra Jones
District Court Judge**

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
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:

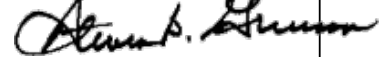
15 Service Date: 3/16/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

1	Michael Nunez	mnunez@murchisonlaw.com
2		
3	Gary Call	gcall@rlattorneys.com
4	J. Graf	Rgraf@blacklobello.law
5	Robert Vannah	rvannah@vannahlaw.com
6	Christopher Page	chrispage@vannahlaw.com
7	Jessie Church	jchurch@vannahlaw.com
8		

9 If indicated below, a copy of the above mentioned filings were also served by mail
10 via United States Postal Service, postage prepaid, to the parties listed below at their last
11 known addresses on 3/17/2021

11	Theodore Parker	2460 Professional CT STE 200
12		Las Vegas, NV, 89128
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28		



1 **MTRC**

Lauren D. Calvert, Esq.

2 Nevada Bar No. 10534

Christine L. Atwood, Esq.

3 Nevada Bar No. 14162

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4 Nevada Bar No. 11143

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Attorneys for Plaintiffs Edgeworth

10 *Family Trust and American Grating, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDGEWORTH FAMILY TRUST, and
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 v.

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

Defendants.

21 EDGEWORTH FAMILY TRUST; AMERICAN
22 GRATING, LLC

23 Plaintiffs,

24 vs.

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

Defendants.

CASE NO.: A-18-767242-C

DEPT NO.: X

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

**DEFENDANT'S MOTION FOR
RECONSIDERATION REGARDING
COURT'S AMENDED DECISION
AND ORDER GRANTING IN PART
AND DENYING IN PART SIMON'S
MOTION FOR ATTORNEY'S FEES
AND COSTS AND SECOND
AMENDED DECISION AND
ORDER ON MOTION TO
ADJUDICATE LIEN**

(HEARING REQUESTED)

1 COME NOW, Defendants EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC by
2 and through their attorneys of record, LAUREN D. CALVERT, ESQ., and CHRISTINE L. ATWOOD
3 ESQ., of MESSNER REEVES LLP, and hereby submit Defendants' Motion For Reconsideration
4 Regarding Court's Amended Decision And Order Granting In Part And Denying In Part Simon's Motion
5 For Attorney's Fees And Costs and Second Amended Order on Motion to Adjudicate Lien.
6

7 DATED this 30th day of March, 2021.

8 **MESSNER REEVES LLP**

9 */s/ Christine Atwood*

10

Lauren D. Calvert, Esq.
11 Nevada Bar No. 10534
12 Christine L. Atwood, Esq.
13 Nevada Bar No. 14162
14 David M. Gould, Esq.
15 Nevada Bar No. 11143
16 8945 W. Russell Road Ste 300
Las Vegas, Nevada 89148
Attorneys for Plaintiffs
Edgeworth Family Trust and American
Grating, LLC

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION**

19 This matter arises from a complex litigation arising from water damage to a property being built
20 by Brian and Angela Edgeworth (hereinafter "Edgeworth" and "Angela Edgeworth" respectively). The
21 Edgeworths, by and through the Edgeworth Family Trust, and their company American Grating
22 (collectively hereinafter "the Edgeworths"), were represented by Daniel Simon of the Law offices of
23 Daniel Simon (hereinafter "Simon") in case A-16-738444-C (hereinafter referred to as the "flood
24 litigation"). At the conclusion of the flood litigation, a dispute arose between Simon and Edgeworth
25 regarding the remaining attorney's fees owed to Simon. After an evidentiary hearing on the motion to
26 adjudicate lien – during which Simon's case file for the Edgeworth litigation had not been turned over to
27

1 the client and still has not been turned over to the Edgeworths, in apparent contravention of NRS 7.055 –
2 this Court ordered additional fees paid to Simon by Edgeworth and dismissed the Edgeworth Complaint.
3 The matters were appealed, and in the consolidated case before the Nevada Supreme Court, an order was
4 issued on December 30, 2020, stating “we vacate the district court's order awarding \$50,000 in attorney
5 fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the
6 awards.” After the matter was remanded, on March 16, 2021, this Court issued a Second Amended
7 Decision and Order on Motion to Adjudicate Lien, and Amended Decision and Order Granting in Part
8 and Denying in Part, Simon’s Motion for Attorney’s Fees and Costs, despite the fact that the full case file
9 had still not been provided to the Edgeworths or this Court for evaluation, in apparent contravention of
10 NRS 7.055. The Edgeworths now seek reconsideration on matters related to the Amended Orders as
11 outlined below.

12 **II. STATEMENT OF FACTS AND PROCEDURAL HISTORY**

13 This matter arises out of two civil cases that have since been consolidated. On April 10, 2016, a
14 house the Edgeworths were building suffered a flood. The house was still under construction, but the cost
15 of repairs was approximately \$500,000. Simon represented the Edgeworths in the resulting case of
16 Edgeworth Family Trust and American Grating LLC vs. Lange Plumbing, LLC, the Viking Corporation,
17 Supply Network Inc., dba VikingSupplynet, which was assigned case No. A-16-738444-C. Over the
18 course of his representation of the Edgeworths Simon was paid \$368,588.70 in attorney fees and
19 \$114,864.39 in litigation costs, making the total amount paid out of pocket by the Edgeworths to Simon
20 \$483,453.09 through September 25, 2017. These bills were billed at the rate of \$550.00 per hour, and
21 were found by this court to be an implied contract between Simon and Edgeworth.

22 On or about November 15, 2017, the Edgeworths accepted a mediator’s proposal to settle with
23 Viking for \$6,000,000 (hereinafter “Viking Settlement”). On November 17, 2017, Simon called the
24 Edgeworths to his office to discuss the settlement. During that meeting, Simon indicated that he believed
25 he was entitled to compensation over and above the hourly rate he was being paid. He supported his
26 argument by stating that a judge would automatically award him forty (40) percent of the Viking
27

1 settlement, so taking anything less was cheating himself. Simon further stated that if the Edgeworths did
2 not agree to additional compensation for Simon, the Viking Settlement would fall apart because it required
3 his signature and there were many terms to still be negotiated. In the following days, Simon, who was
4 on vacation in Peru, placed numerous phone calls to the Edgeworths, asking them to commit to additional
5 compensation. On November 21, 2017, counsel for Viking Janet Pancoast, Esq., sent a draft of the
6 settlement agreement for the Viking settlement to the other counsel for Viking, Dan Polsenberg, Esq.,
7 which indicated that issues had arose with the confidentiality and non-disparagement clauses proposed
8 therein.¹ This email and the attached version of the settlement agreement, are evidence irreconcilable
9 with Simon's testimony that he negotiated regarding the confidentiality clause on November 27, 2017.

10
11 A bill from James Christensen indicates that Simon hired him on November 27, 2017 to represent
12 Simon regarding the "Edgeworth Fee Dispute,"² a dispute that notably did not exist at that time.³ That
13 same day Simon sent correspondence to the Edgeworths detailing his position and asking them to sign a
14 fee agreement entitling him to nearly \$1,200,000 in additional attorney's fees.⁴ Based upon this and other
15 new evidence, which was not presented at the time of evidentiary hearing, it appears that many facts as
16 presented by Simon are irreconcilable with the facts contained in the documents and, as such, the
17 Edgeworths respectfully request that this Court reconsider the new evidence in order to make a
18 determination regarding whether what was testified to as the evidentiary or the documentary new evidence
19 is more credible in this Court's resolution of the matter and corresponding orders.⁵

20 In the November 27 letter to the Edgeworths, Simon indicated that there was a lot of work left to
21 be done on the settlement, including the language, "which had to be very specific to protect everyone."

22
23 ¹ See Email from Pancoast to Polsenberg dated November 21, 2017, including attached draft settlement agreement, attached
hereto as **Exhibit A**.

24 ² See Billing Invoice from James Christensen, attached hereto as **Exhibit B**.

25 ³ Although no conclusive response was provided to questions at the lien adjudication hearing regarding when he hired James
Christensen, we now know from Christensen's own bill that Simon retained him on or before November 27, 2017, to represent
him for the Edgeworth Fee Dispute.

26 ⁴ See Letter of Daniel Simon, Esq. dated November 27, 2017, attached hereto as **Exhibit C**.

27 ⁵ See **Exhibits A, B and C**; see also December 12, 2017 Email from Janet Pancoast, without attachments, **Exhibit D**; see also
Full Version of December 12, 2017 Email from Janet Pancoast, with attachments, attached hereto as **Exhibit E**. The Edgeworths
further note that there are many other instances of irreconcilable "facts" as testified to by Mr. Simon at the evidentiary hearing
and as found in the record and/or newly discovered evidence. The Edgeworths believe that more irreconcilable purported "facts"
will come to light upon Simon finally turning over his entire, unredacted case file for his representation of the Edgeworths
apparently compliance to NRS 7.055. The Edgeworths hereby specifically reserve any and all rights and/or objections in this
regard.

1 He claimed that this language must be negotiated, and if that could not be achieved, there would be no
2 settlement. He asked the Edgeworths to sign the fee agreement so that he could proceed to attempt to
3 finalize the agreement. Simon went on to assert that he was losing money working on the Edgeworths'
4 matter despite being paid \$550 per hour. Interestingly, at the time Simon drafted the November 27, 2017
5 Letter he had been paid \$368,588.70 in attorney fees plus costs over 16 months. Simon further claimed
6 that he had thought about it a lot, and the proposed fee agreement was the lowest amount he could accept,
7 and if the Edgeworths were not agreeable he could no longer "help them." Simon claimed he would be
8 able to justify the attorney's fee in the attached agreement in any later proceeding, as any court will look
9 to ensure he was fairly compensated for the work performed and the exceptional result achieved. The
10 first time the Edgeworths ever saw this agreement was after the \$6,000,000 settlement was agreed upon,
11 and after Simon had hired James Christensen to represent him in the "Edgeworth Fee Dispute."⁶ Simon
12 conceded in the letter that he did not have a contingency agreement and was not trying to enforce one.⁷
13 Simon concluded the letter by indicating to Brian and Angela that if they did not agree to the modified
14 fee arrangement entitling him to an additional \$1.2mil, that he would no longer represent the Edgeworths.⁸
15 At this point the Edgeworths were unaware that Simon had retained Christensen to represent him.
16

17 On November 27, 2017, Angela Edgeworth requested a copy of the settlement agreement.⁹ Simon
18 replied that he did not have the agreement, likely because of the holidays.¹⁰ Angela responded, requesting
19 that she be informed of all settlement discussions both verbal and in writing so she could run it by her
20 personal attorney.¹¹ No response was received.

21 On November 29, 2017, the Edgeworths' engaged Robert Vannah, Esq. and the firm of Vannah
22 & Vannah. On that same day, November 29, 2017, at approximately 9:35 a.m., Mr. Simon received a
23 faxed letter from Brian Edgeworth advising that the Edgeworths had retained Vannah to assist in the
24

25 ⁶ See **Exhibits B and C**.

26 ⁷ See **Exhibit C**, at page 4.

27 ⁸ See **Exhibit C**, at p. 5.

28 ⁹ See **Email String Between Angela Edgeworth Simon dated November 27, 2017**, attached hereto as **Exhibit F**.

¹⁰ *Id.* Interestingly, according to the email from Pancoast on November 21, 2017, we now know that the agreement did exist at that time. Further, Simon testified at the hearing that he had the agreement as soon as he returned from Peru, which occurred on November 25, 2017.

¹¹ *Id.*

1 litigation and cooperate with Simon.¹² This email was followed up with a phone call between Simon and
2 John Greene, Esq., of Vannah and Vannah (hereinafter “Greene”).

3
4 On November 30, 2017, at 8:39am, Simon sent a proposed Viking Settlement agreement to the
5 Edgeworths.¹³ The proposed agreement included an edit identified with track changes, that would add
6 Simon’s name on the settlement check and included a confidentiality agreement.¹⁴ Interestingly, Simon
7 testified at the lien adjudication hearing that the settlement terms were all negotiated on November 27,
8 2017, including removal of the confidentiality agreement and that the final settlement agreement was not
9 reached until December 1, 2017, despite the fact that Simon sent Greene and the Edgeworths what Simon
10 called the “final settlement agreement” via email on November 30, 2017 at 5:31 p.m., as discussed
11 below.¹⁵ Further, a draft of the original settlement agreement shows that Simon’s name was not originally
12 slated to be included on the settlement check.¹⁶ The change was made without the consent of the
13 Edgeworths sometime between when the original settlement agreement was drafted by Viking and when
14 it was presented as the proposed settlement agreement to the Edgeworths on the morning of November
15 30, 2017, notably after Angela had asked to be involved in negotiation of any and all terms of the
16 agreement.

17 On November 30, 2017, at 5:31pm that day, Simon sent a “final settlement agreement” to
18 Vannah.¹⁷ Simon confirmed that Vannah would advise the Edgeworths of the effects of the release and
19 confirmed that the Edgeworths had desired to sign the settlement agreement “as is” as it was sent that
20 morning. Regardless of the Edgeworths wanting to sign the agreement as drafted, without their knowledge
21 or consent, Simon negotiated terms that only benefited him. Simon confirmed this in the email stating
22 that he had negotiated to “omit the confidentiality provision, provide a mutual release and allow the
23 opportunity to avoid a good faith determination from the court if the clients resolve the Lange claims,
24

25 ¹² See November 29, 2017 Faxed Correspondence from B. Edgeworth to Simon, attached hereto as **Exhibit G**.

26 ¹³ See Email from Simon to the Edgeworths dated Nov. 30, 2017 at 8:39am, attached hereto as **Exhibit H**.

27 ¹⁴ *Id.* at Simon’s “Proposed” Settlement Agreement as attached to the Email Simon sent to the Edgeworth on Nov. 30, 2017 at 8:39 a.m.

28 ¹⁵ See Transcript of Day 4 of Evidentiary, dated August 30, 2019, at 15:19-24, 16:6-8, 16:17-17:18, 82:16-85:5, 38:14-23, attached hereto as **Exhibit I**.

¹⁶ See **Exhibit A**.

¹⁷ See Email from Simon to Greene, Dated November 30, 2017, at 5:31pm, attached hereto as **Exhibit J**.

1 provided Lange agreed to dismiss its claims against Viking.”¹⁸ Simon claimed that these were substantial
2 and additional beneficial terms to the Edgeworths. However, the Edgeworths never agreed to these
3 changes, and were not in agreement with the removal of the confidentiality agreement.

4 Later that day, on November 30, 2017, Simon contacted Ruben Herrera (hereinafter “Herrera”),
5 club director and coach of the Las Vegas Aces Volleyball Club, where both Simon and Edgeworth’s
6 daughters played. In his email Simon stated that due “ongoing issues with the Edgeworths,” Simon was
7 requesting that his daughter be released from her player’s contract with the Club.¹⁹ On December 4, 2017,
8 Simon sent a second email to Herrera, stating “[a]s for the other issue with the Edgeworths, just as you,
9 we believed we were friends. However, as parents, we must do everything in our power to protect our
10 children. This is why she could not have come to the gym.” The statements in these emails clearly implied
11 wrongdoing by the clients Simon allegedly still represented, and had a duty to act in their best interest.
12

13 Without providing any further invoices for payment of his fees under the hourly agreement, and
14 without an agreement by the Edgeworths to pay any additional compensation outside the hourly
15 agreement, on November 30, 2017, Simon filed a Notice of Attorney’s Lien against the Viking Settlement,
16 claiming by supporting affidavit that \$80,326.86 was allegedly outstanding and had not been paid by the
17 Edgeworths.²⁰ On January 2, 2018, Simon filed a second Notice of Amended Attorney’s Lien wherein
18 he claimed outstanding costs of \$76,535.93 and entitlement to a sum total of \$2,345,450 in attorney’s
19 fees, less payments received in the sum of \$367,606.25, for a net lien in the sum of \$1,977,843.80 in total
20 attorneys’ fees against the Viking Settlement.²¹

21 On December 1, 2017, the Edgeworths fully executed the Viking settlement agreement even
22 though it contained terms they were not in agreement with.²² On December 7, 2017, the Edgeworths fully
23 executed the Lange settlement agreement.²³ On December 12, 2017, Janet Pancoast emailed Simon and
24

25 ¹⁸ Negotiation of the removal of this term was unbeknownst to the Edgeworths, and without their consent. Further, Simon
26 testified at the evidentiary hearing that he had negotiated that term out days before.

27 ¹⁹ See Emails Between Simon and Herrera, Attached hereto as **Exhibit K**.

28 ²⁰ See November 30, 2017 Notice of Attorney’s Lien, attached hereto as **Exhibit L**.

²¹ See Notice of Amended Attorney’s Lien, attached hereto as **Exhibit M**.

²² See Executed Viking Settlement Agreement, attached hereto as **Exhibit N**.

²³ See Executed Lange Settlement Agreement attached hereto as **Exhibit O**.

1 informed him that the checks had arrived but were not certified as previously agreed upon.²⁴ Pancoast
2 indicated that she wanted to exchange the checks that day for a limited Stipulation and Order for dismissal
3 of the claims against Viking only to ensure they cleared and the Edgeworths received the funds by
4 December 21, 2017, as agreed. The Edgeworths were never notified that the checks were available at that
5 time, and this fact is irreconcilable with Simon's testimony that he did not have access to the checks much
6 later in support of his argument that conversion was a legal impossibility.

7
8 On January 4, 2018, Vannah filed a Complaint in case A-18-767242-C alleging breach of contract,
9 declaratory relief and conversion.²⁵ In response to this and the Amended Complaint later filed, Plaintiffs
10 filed a Motion to Dismiss and a Special anti-SLAPP Motion to Dismiss. The Edgeworths filed Oppositions
11 to same. On January 24, 2018, Simon filed a Motion to Adjudicate Lien. This Court held a five (5) day
12 evidentiary hearing on the Motion to Adjudicate the Lien between August 27, 2018 and September 18,
13 2018.²⁶ On November 19, 2018, this Court granted Plaintiffs' Motion to Adjudicate Attorney's Lien,
14 finding that Simon was entitled to attorney's fees totaling \$484,982.50 under the hourly agreement.²⁷
15 Simon's Special Anti-SLAPP Motion to Dismiss was specifically denied as moot and the Edgeworths'
16 Complaints were dismissed. On August 8, 2019, the Edgeworths filed an appeal challenging this Court's
17 Order Adjudicating the Lien. Plaintiffs also filed a Petition for Writ of Prohibition or Mandamus on
18 October 17, 2019, challenging the amount adjudicated by Judge Jones. The Appeal and Writ were
19 consolidated by the Nevada Supreme Court.²⁸

20 On December 30, 2020, the Nevada Supreme Court issued an order Affirming in Part, Vacating
21 in Part and Remanding the case to address how this Court arrived at its decision to award \$50,000 in fees,
22 and \$200,000 in quantum meruit to Simon, pursuant to *Brunzell*.²⁹ On March 16, 2021, this Court issued
23 the Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's
24

25 ²⁴ See **Exhibits D and E**.

26 ²⁵ See pleadings on file herein.

27 ²⁶ See Transcript of Proceedings in its entirety, on file herein.

28 ²⁷ Notably, this amount is nearly \$1,500,000 less than the amount Simon was exercising dominion and control over by refusing
to provide his signature for it to be released.

29 ²⁸ See Pleadings and exhibits related to docket 78176, and 79821 respectively.

30 ²⁹ See December 30, 2020 Supreme Court Order, attached hereto as **Exhibit P**.

1 Fees and Costs, and Second Amended Decision and Order on Motion to Adjudicate Lien. This Motion
2 for Reconsideration follows for the reasons outlined *infra*.

3
4 **III. LEGAL STANDARD**

5 Courts have the discretion and power to “mend, correct, resettle, modify, or vacate, as the case
6 may be, an order previously made and entered on a motion in the progress of the cause or proceeding.”
7 *Trail v. Faretto*, 91 Nev. 401, 403 (1975). EDCR 2.24, which governs rehearing and reconsideration of
8 motions, states:

9 (b) A party seeking reconsideration of a ruling of the court, other than any
10 order which may be addressed by motion pursuant to N.R.C.P.
11 50(b), 52(b), 59 or 60, must file a motion for such relief within 14 days
12 after service of written notice of the order or judgment unless the time is
shortened or enlarged by order. A motion for rehearing or reconsideration
must be served, noticed, filed and heard as is any other motion. A motion
for reconsideration does not toll the 30-day period for filing a notice of
appeal from a final order or judgment.

13 The trial judge is granted discretion on the question of a rehearing. *See, Harvey’s Wagon Wheel,*
14 *Inc. v. MacSween*, 96 Nev. 215, 606 P.2d 1095 (1980). In *Harvey’s Wagon Wheel, Inc.* the District Court
15 denied the first motion for partial summary judgment without prejudice, initially concluding that the
16 contract language was not clear and thus summary judgment was not warranted. *Id.* Later, the District
17 Court reconsidered the motion for partial summary judgment, finding that although the facts and the law
18 were unchanged, the judge was more familiar with the case by the time the second motion was heard, and
19 he was persuaded by the rationale of the newly cited authority. *Id.* at 218. The Nevada Supreme Court
20 found that the district judge did not abuse his discretion by rehearing the motions for partial summary
21 judgment. *Id.* A rehearing is appropriate when “the decision is clearly erroneous.” *See, Masonry & Tile*
22 *Contractors v. Jolley, Urga & Wirth*, 113 Nev. 737, 941 P.2d 486 (1997)(emphasis added); *see also,*
23 *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244 (1976); *Mustafa v. Clark County School Dist.*,
24 157 F.3d 1169, 1179 (9th Cir. 1998)(holding reconsideration is appropriate when “district court
25 committed clear error or manifest injustice”).

26 In *Trail v. Faretto*, the Nevada Supreme Court explained it is well-within this Court’s inherent
27 authority to amend, correct, reconsider or rescind any of its prior orders. 91Nev. 401, 403, 536 P.2d 1026,
28

1 1027 (1975); *accord Goodman v. Platinum Condo. Dev., LLC*, 2012 WL 1190827, *1 (D. Nev. Apr. 10,
2 2012) (“the court has inherent jurisdiction to modify, alter or revoke [a non-appealable order]”); *Sussex*
3 *v. Turnberry/MGM Grand Towers, LLC*, 2011 WL 4346346, at *2 (D. Nev. Sept. 15, 2011) (court has
4 “inherent procedural power to reconsider, rescind, or modify an interlocutory order for cause seen by it
5 to be sufficient”). Further, in deciding this dispute, Nevada jurisprudence has long held a “policy of
6 favoring adjudication on the merits.” *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1059, 194 P.3d
7 709, 716 (2008); *Nevada Power Co. v. Fluor Illinois*, 108 Nev. 638, 645, 837 P.2d 1354, 1359 (1992);
8 *Blanco v. Blanco*, 129 Nev. 723, 730, 311 P.3d 1170, 1174 (2013).

9 10 **IV. LEGAL ARGUMENT**

11 **A. A SECOND AMENDMENT TO THE AMENDED ORDERS IS WARRANTED 12 BASED ON NEW INFORMATION**

13 A motion to reconsider must provide a court with valid grounds for reconsideration by: (1)
14 showing some valid reason why the court should reconsider its prior decision, and (2) setting forth facts
15 or law of a strongly convincing nature to persuade the court to reverse its prior decision. *Frasure v. United*
16 *States*, 256 F. Supp. 2d 1180, 1183 (D. Nev. 2003). “Reconsideration is appropriate if the district court
17 (1) is presented with newly discovered evidence, (2) committed clear error or the initial decision was
18 manifestly unjust, or (3) if there is an intervening change in controlling law.” *Id.* In this case,
19 reconsideration of the Court’s Amended Decision and Order Granting in Part and Denying in Part Simon’s
20 Motion for Fees and Costs is necessary due to the discovery of significant new evidence since the time of
21 the Evidentiary hearing and due to erroneous statements of fact set forth in the Court’s Order, as follows.

22 **i. New Evidence Shows That Simon Had Access to The Settlement 23 Proceeds As Early As December 12, 2018 And Failed To Notify The 24 Edgeworths Of Same**

25 The Edgeworths Respectfully Request Reconsideration Regarding the Court’s Finding that
26 Simon did not have access to the settlement funds when the conversion claim was made due to new
27 evidence that indicates that Simon had access to the funds as early as December 12, 2017. The Court’s
28

1 award of Attorney's Fees was granted pursuant to NRS 18.010(2)(b), which allows the Court to assess
2 attorney's fees:

3 Without regard to the recovery sought, when the court finds that the claim,
4 counterclaim, cross-claim or third-party complaint or defense of the
5 opposing party was brought or maintained without reasonable ground or to
6 harass the prevailing party. The court shall liberally construe the provisions
7 of this paragraph in favor of awarding attorney's fees in all appropriate
8 situations. It is the intent of the Legislature that the court award attorney's
9 fees pursuant to this paragraph and impose sanctions pursuant to Rule 11
of the Nevada Rules of Civil Procedure in all appropriate situations to
punish for and deter frivolous or vexatious claims and defenses because
such claims and defenses overburden limited judicial resources, hinder the
timely resolution of meritorious claims, and increase the costs of engaging
in business and providing professional services to the public.

10 Here, the Court determined that the Edgeworths' conversion claim was not maintained on
11 reasonable grounds because "it was an impossibility for Simon to have converted the Edgeworth's
12 property at the time the lawsuit was filed." Specifically, the Court reasoned that Simon could not have
13 converted the Edgeworth's funds as of the date the complaint was filed on January 4, 2018, because Simon
14 "was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the
15 trust account."³⁰

16 Here, however, evidence not presented at the lien adjudication hearing conclusively establishes
17 that Simon had the ability to access to the settlement proceeds as early as December 12, 2017. The
18 Edgeworths recently received an email sent by Janet C. Pancoast, Esq., (hereinafter "Pancoast"), counsel
19 for the Viking entities, on December 12, 2017, showing that Simon had access to the settlement funds and
20 critical information regarding the settlement agreement which he intentionally withheld from the
21 Edgeworths and Vannah at that time, and concealed from the Court thereafter.³¹ In this email Pancoast
22 informed Simon that the Viking entities had issued two standard, non-certified settlement checks in breach
23 of the settlement agreement, which contained a specific provision requiring certified checks Pancoast
24 attached scanned copies of the settlement checks to her correspondence stating that she was willing to
25 provide the same to the Edgeworths that very day should Simon provide a signed stipulation for dismissal.

27 ³⁰ See Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Fees and Costs, Dated March
16, 2021, at Finding No. 2, p.2: 5 – 12, on-file herein.

28 ³¹ See **Exhibits D and E**.

1 Simon did not inform the Edgeworths nor Vannah of the Viking entities breach nor was Ms.
2 Pancoast's correspondence ever forwarded to the Edgeworths. In fact, the Edgeworths were not even
3 aware of the existence of the email until Simon provided an edited copy of the same as part of thousands
4 of pages provided years later. The copy of the email was however, stripped of its attachments in what can
5 only be considered a deliberate attempt to conceal or bury this fact. Simon did not inform the Edgeworths
6 or Vannah of any of this extremely pertinent information until December 28, 2017. In withholding
7 information related to the status of the settlement funds and a significant breach in the terms of the
8 settlement agreement, Simon deprived the Edgeworths of their right to determine how to proceed. It
9 cannot be overstated that this right belonged to the Edgeworths exclusively as the clients in the
10 relationship. Simon's omission thus rendered the Edgeworths unable to choose to sign the stipulation and
11 order and obtain the checks on December 12, 2017, should they have wished to do so, and was in direct
12 controversy with their best interests.
13

14 In light of this newly discovered evidence, the Court's factual findings with respect to the
15 Edgeworth's conversion claim are misguided. It was not an "impossibility for Simon to have converted
16 the Edgeworth's property" at the time the lawsuit was filed on January 4, 2018 because such a conversion
17 could have and indeed did occur as of December 12, 2017. Conversion occurs where "one exerts wrongful
18 dominion over another person's property or wrongful interference with the owner's dominion." *Bader v.*
19 *Cerri*, 96 Nev. 352, 609 P.2d 314 (1980). The Nevada Supreme Court has defined conversion as "a distinct
20 act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with
21 his title or rights therein or in derogation, exclusion or defiance of such title or rights." *Wantz v. Redfield*,
22 794 Nev 196, 198, 326 P.2d 413, 414 (1958) (emphasis added).

23 In failing to inform the Edgeworths that the checks were available, of the breach to the settlement
24 agreement, and the Viking entities proposed solution to exchange a stipulation for dismissal for the
25 settlement checks on December 12, 2017, Simon undeniably asserted wrongful dominion over the
26 Edgeworths' property and acted inconsistent with their rights with respect to the same. Nevada's Rules
27 of Professional conduct delineate specific rights to all clients, including the right to determine whether to
28

1 settle a matter as secured by Rule 1.2(a). Furthermore, NRPC 1.4 required Simon to “[r]easonably consult
2 with the client about the means by which the client’s objectives are to be accomplished” and to “[K]eep
3 the client reasonably informed about the status of the matter.” See NRPC 1.4 (2), (3).

4 Simon’s failure to timely inform the Edgeworths or Vannah of Ms. Pancoast’s offer to provide
5 the non-certified settlement checks in exchange for a signed Stipulation and Order deprived the
6 Edgeworths of their decision-making authority in violation of the aforementioned rules of professional
7 conduct. Additionally, it deprived them of access to the settlement proceeds that could have been secured
8 as early as December 12, 2017. Simon assured Ms. Pancoast that he would communicate her proffered
9 solution to the Viking entities breach to the Edgeworths yet completely failed to do so for weeks. In doing
10 Simon he deprived the Edgeworth’s access to the settlement proceeds and their decision-making power
11 in determining how to address a breach of contract that occurred, which standing alone carries significant
12 potential rights and remedies. As such, the Edgeworths maintain that Simon asserted unlawful dominion
13 over the settlement proceeds, thus the conversion occurred well before the filing of their January 4, 2018
14 Complaint. Considering this new evidence, the Edgeworths respectfully request that the finding in the
15 Amended Order is reconsidered to correct the Court’s finding that their conversion claim was an
16 *impossibility and not maintained upon reasonable grounds.*

17 Furthermore, the complete version of Ms. Pancoast’s email demonstrates that Simon is likely in
18 possession of further evidence supporting the Edgeworth’s conversion claim that has been withheld. As
19 is noted above, the copy of Ms. Pancoast’s December 12, 2017 email correspondence provided in the file
20 disclosed by Simon in June of 2020 was incomplete in an apparent attempt to conceal the fact that the
21 proposed stipulation and order and settlement checks were attached thereto. As there is no conceivable
22 reason why Simon would have provided an incomplete version of the email other than to mislead the
23 Edgeworths and the Court, one must assume that this withholding was intentional. That Simon provided
24 an edited version of the email is proof positive that Simon has intentionally withheld documents from the
25 Edgeworths and the Court, and that the evidence withheld likely provides further proof in support of the
26 Edgeworth’s conversion claim.
27

1 In this case, the reasonableness of the Edgeworth's conversion claim goes to the very heart of the
2 Court's decision to award significant attorney's fees and costs to Simon. As such, the Edgeworths
3 respectfully request that, at a minimum, the Court issue an Order compelling Simon to disclose the full,
4 complete and unredacted Edgeworth file prior to issuing a revised determination on Plaintiff's Motion for
5 Attorney's Fees and Costs. Alternative, the Edgeworths request that this finding is amended to conform
6 to the facts.

7 **ii. New Evidence Shows That James Christensen Was Retained On Or**
8 **Before November 27, 2017**

9 The Edgeworths Respectfully Request Reconsideration Regarding the Court's Finding that James
10 Christensen was retained after the filing of the lawsuit against Simon on January 4, 2018. The Court's
11 Order only grants Simon's request for those attorney's fees and costs incurred in defending against the
12 Edgeworth's conversion claim, and explicitly denies Simon's request for fees as to any other claims,
13 including the Motion to Adjudicate Lien.³² The Court granted Simon's request for attorney's fees related
14 to James Christensen, Esq.'s defense of the conversion claim, , finding that his services "were obtained
15 after the filing of the lawsuit against Simon, on January 4, 2018."³³ The Edgeworths respectfully submit
16 that this finding is erroneous given the billing records disclosed by Mr. Christensen as well as testimony
17 given at the evidentiary hearing.

18 Mr. Christensen's billing statement from November and December of 2017, titled "Simon Law
19 Group-Edgeworth Fee Dispute" provides clear evidence to this Court that he was retained by Simon on
20 November 27, 2017.³⁴ He had multiple meetings, email exchanges and telephone conference with Simon,
21 who is identified as "client" in the billing statement, thus evidencing that an attorney-client relationship
22 had been formed at that time. This Court has unfortunately been misled regarding the date of Mr.
23 Christensen's retention on several occasions. During day four (4) of the evidentiary hearing Simon
24 implied that he did not consult with any counsel until December 1, 2017 when he forwarded the
25

26
27 ³² See Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Fees and Costs, dated March 16,
2021, at Finding No. 2, p.2: 13 – 22, on-file herein.

28 ³³ *Id.*

³⁴ See **Exhibit B**.

1 contingency email of August 22, 2017 to Mr. Christensen.³⁵ This deception is significant as it implies that
2 Simon did not seek counsel until after he learned the Edgeworths had retained Vannah, allegedly leading
3 Simon to believe he was “out” of the case. In reality, however, Simon conferred with Mr. Christensen
4 days before he was aware of Vannah’s involvement, as plainly evidenced by the bill from Christensen.
5 While this erroneous testimony may seem more easily explained by accidental oversight or forgetfulness,
6 the totality of Simon’s testimony at the evidentiary hearing demonstrates that the discrepancy is more than
7 a mishap. Simon testified that he consulted with Mr. Christensen because he felt he was terminated
8 because the Edgeworths were consulting with Vannah.³⁶
9

10 This explanation regarding Simon’s motivation to consult with Mr. Christensen is incredulous
11 given that the representation began days prior on November 27, 2017, and the two had communicated
12 regarding the “Edgeworth fee dispute” multiple times prior to November 30, 2017, when the Edgeworth’s
13 sent Simon the letter of direction first advising him of Vannah’s involvement. Mr. Christensen then
14 pursued additional questioning to further solidify December 1, 2017 as the date of retention, despite
15 knowing he was retained days prior, by asking Simon if his retention of Mr. Christensen occurred the
16 same day that Simon’s first attorney’s lien was filed.³⁷ As Simon’s first attorney’s lien was filed on
17 December 1, 2017, this testimony only served to mislead the Court regarding the date of and motivation
18 behind Simon’s retention of Mr. Christensen.

19 In this case, whether or not Simon retained Christensen in response to the lawsuit is central to the
20 Court’s decision to award related attorney’s fees and costs to Simon. Considering this new evidence, the
21 Edgeworths respectfully request that the finding in the Amended Order is reconsidered to reflect that
22 Christensen was retained on or before November 27, 2017, and not after the January 4, 2018 Complaint
23 was filed.

24 ///

25 ///

27 ³⁵ See **Exhibit I** at 164-165.

28 ³⁶ *Id.* at p. 164:21 – 165:3.

³⁷ *Id.* at p. 165:19 – 21.

1 **iii. New Evidence Shows That David Clark Was Retained Prior To The**
2 **Edgeworth Complaint Being Filed On January 4, 2018, And Not**
3 **Solely In Response To The Suit**

4 The Edgeworth's also request reconsideration of the Court's findings regarding the timing and
5 scope of Simon's retention of David Clark, Esq. Here, the Court's Order finds that "the costs of Mr.
6 David Clark, Esq. were solely for the purpose of defending the lawsuit filed against Simon by the
7 Edgeworths."³⁸ This finding requires correction as the available evidence establishes that Mr. Clark was
8 retained and began work on the "Edgeworth Fee Dispute" well before the Edgeworth's Complaint was
9 filed. Mr. Christensen's November/December 2017 Billing Statement reflects that he and Mr. Clark had
10 a call on December 5, 2017 related to the Edgeworth Fee Dispute, and Mr. Clark was seemingly
11 performing work regarding the dispute thereafter as he and Mr. Christensen had a second call on
12 December 28, 2017 to discuss the trust account.³⁹ As such, it is evident that Mr. Clark was initially retained
13 to provide support for Simon's attorney's lien and not solely retained to defend against the Edgeworth's
14 Complaint as is stated in the Court's Amended Order. The Edgeworths do not dispute that Mr. Clark
15 ultimately performed some work in furtherance of Simon's defense against their Complaint, but instead
16 merely wish to correct the record with respect to the fact that it is an impossibility that he was exclusively
17 retained for this purpose because his retention occurred well before the suit was ever filed. Simon has
18 never disclosed an itemized invoice for Mr. Clark's services and has offered only the \$5,000.00 check
19 paid for Mr. Clark's retainer as evidence of these costs. Mr. Clark's declaration states that he charged an
20 hourly rate of \$350.00 in preparing his Declaration and Expert Report, however it is not clear whether his
21 entire retainer was exhausted in preparation of the same, or whether other work was performed on Simon's
22 behalf unrelated to the Edgeworth Complaint.⁴⁰

23 In this case, whether or not Simon retained Clark solely in response to the lawsuit is central to the
24 Court's decision to award related attorney's fees and costs to Simon. Considering this new evidence, the
25 Edgeworths respectfully request that the finding in the Amended Order is reconsidered to reflect that

26 _____
27 ³⁸ See Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Fees and Costs, dated March 16,
28 2021, at p. 2:19 – 22, on-file herein.

³⁹ See **Exhibit B**.

⁴⁰ See Declaration and Expert Report of David Clark, attached hereto as **Exhibit Q**.

1 Clark was retained on or before November 27, 2017, and not after the January 4, 2018 Complaint was
2 filed.

3 **A. SIMON HAS FAILED TO ESTABLISH THAT THE *BRUNZELL* FACTORS**
4 **WERE MET TO JUSTIFY THE FEES AWARDED**

5 The Edgeworths respectfully request that this Court reconsider its Second Amended Order
6 awarding Simon \$200,000.00 in quantum meruit for legal fees for the period between November 30, 2017
7 and January 8, 2018, as well as this Court's Order granting Simon \$50,000.00 in attorney's fees for the
8 representation Simon received from his counsel in the lawsuit brought by the Edgeworths. This
9 reconsideration is appropriate because the *Brunzell* factors, and *Logan* do not support an award for same,
10 in direct controversy with the Nevada Supreme Court precedent.

11 A district court abuses its discretion when it bases its decision on an erroneous view of the law or
12 clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563
13 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133
14 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). "Rifle proper measure of damages under a *quantum*
15 *meruit* theory of recovery is the reasonable value of [the] services." *Flamingo Realty, Inc. v. Midwest*
16 *Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks
17 omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of
18 attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). The *Brunzell* factors are:
19 (1) the quality of the advocate; (2) the character of the work; (3) the work actually performed by the
20 advocate; and (4) the result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33
21 (1969). An order of a district court which indicates it considered the *Brunzell* factors must also
22 demonstrate that its awarding of attorney's fees is supported by substantial evidence. *Logan* at 266-267,
23 350 P.3d at 1143 (*citing Uniroyal Goodrich Tire*, 111 Nev. 318, 324, 890 P.2d 785, 789 (1995)
24 (*superseded by statute on other grounds as stated in RTTC Communications, LLC v. Saratoga Flier, Inc.*,
25 121 Nev. 34, 110 P.3d 24 (2005))).

26 ///

27 ///

1 **i. The Edgeworths Request Reconsideration as To The Court's**
2 **Application Of The *Brunzell* Factors And *Logan* To The Facts**

3 In this case, the Edgeworths respectfully request reconsideration regarding the Court's award of
4 attorney's fees to Simon based on the application of *Brunzell* factors and *Logan* to the facts at hand. The
5 Viking settlement was reached on November 15, 2017. Simon sent Vannah what he called the finalized
6 Settlement Agreement on November 30, 2017. As such, the work claimed to have been done by Simon
7 between November 30, 2017 and January 8, 2018 (a total of 39 days) is not in furtherance of the settlement
8 and does not warrant an award of fees, especially when viewed in the context of the ruling that Simon
9 was constructively discharged on November 29, 2017. It must also be noted that Simon himself was on
10 vacation and unavailable between December 19, 2017 and January 2, 2018, meaning that there were only
11 a total of 25 days that Simon could have worked on the Edgeworth matter in this same time period.

12 Despite the reduced time period, Simon's vacation days, and the holidays, Simon billed 51.85
13 hours (\$28,517.50) and his associate Ashley Ferrell (hereinafter "Ferrell") billed 19.25 hours (\$5,293.75)
14 for a total billing on the file of 71.1 hours (\$33,811.25) after this Court adjudicated, he had been
15 constructively discharged and was no longer representing the Edgeworths. As such, the *Brunzell* factors
16 specifically demonstrate that Simon should not have been awarded anywhere near the \$200,000.00 this
17 Court awarded in attorney's fees for the period between November 30, 2017 and January 8, 2018, if
18 anything.

19 Further, Simon failed to adequately address most, if not all, of the *Brunzell* factors within his
20 Motion for Attorney's Fees upon which this Court granted \$50,000.00 in attorney's fees.⁴¹ As such, while
21 this Court's Order states that this Court considered the *Brunzell* factors, the Order could not be based upon
22 substantial evidence provided to the Court, requiring reconsideration per *Logan* because they were not
23 sufficiently presented to the Court for consideration. More concerning and supporting the need for
24 reconsideration, is Simon's continuing refusal to provide the Edgeworths with their case file as required
25 by NRS 7.055 to allow for a full evaluation of the work done between November 30, 2017 and January
26 8, 2018. As such, a full, proper and accurate evaluation of the *Brunzell* factors cannot properly be
27

28 ⁴¹ See, Simon's Motion for Attorney's Fees and Court's Amended Order, on-file herein.

1 accomplished by the Edgeworths or the Court until the full, unredacted version of the case file is finally
2 provided by Simon. Based upon this alone, this Court should grant reconsideration and require that Simon
3 provide a full, unredacted version of his case file to the Edgeworths and/or this Court to allow for a full,
4 proper and adequate evaluation of the *Brunzell* factors to be accomplished through additional briefing
5 once provided.

6 Therefore, based upon the argument above and below, the Edgeworths respectfully request that
7 this Court reconsider its positions regarding attorney's fees awarded in both of its Orders do one of the
8 following: (1) award no attorney's fees; (2) award a minimal amount of attorney's fees commensurate
9 with the *Brunzell* factors; or (3) require Simon to provide a full version of the Edgeworths' case file to
10 allow same to be analyzed in the context of the *Brunzell* factors.

11 a. *The Quality of the Advocate*

12 The Edgeworths further request reconsideration of the Court's findings because the Court was not
13 presented sufficient evidence to adequately determine the quality of the advocates pursuant to prong 3 of
14 *Brunzell*. This Court's Order addresses only Simon's quality as an advocate in making its award of
15 attorney's fees based upon billings done by not only Simon, but other attorneys in his firm. See Second
16 Amended Order at 18-19. As stated above, the amount of hours billed was wholly excessive and much if
17 not all of the work claimed is not of the character, difficulty or importance required. Therefore, there are
18 questions about what work was actually performed and the reasonableness of the amount of hours billed
19 for work that was completed. Further, the result of that work could be minimal at best, considering that
20 Simon billed \$28,517.50 for the period between November 30, 2017 and January 8, 2018. Despite, this,
21 this Court awarded Simon \$200,000.00 in quantum meruit for work claimed to be done during this period.
22 No evidence was presented regarding the quality of the advocate with respect to any attorneys other than
23 Simon whose work was billed during this time. Having been presented no evidence to this end, this Court
24 could not make any findings as to the quality of the work provided by Simon's associates or staff.

25 Specifically, the "Superbill" presented to this Court included time billed for in the subject time
26 period by Ferrell (19.2 hours billed for a total of \$5,293.75 in claimed attorney's fees). There was no
27
28

1 finding made upon substantial evidence regarding the quality of Ferrell as an advocate, nor analysis
2 regarding whether Ferrell's claimed hourly rate of \$275.00 is supportable. As such, this Court based its
3 award of \$200,000.00 in attorney's fees either upon only Simon's claimed work totaling \$28,517.50 (for
4 which there is a lack of substantial evidence to support an award of \$200,000.00, approximately 7 times
5 the amount of claimed billing) or upon all attorney's claimed billings for the time period in question, for
6 which there is no substantial evidence supporting the quality of advocacy, nor substantial evidence to
7 support the award, which is approximately 6 times the total amount of claimed billing by all attorney's in
8 the Superbill.
9

10 Additionally, this Court prevented the Edgeworth's from fully developing the quality of the
11 advocate at the evidentiary hearing when Mr. Vannah began questioning Mr. Simon regarding Mr.
12 Simon's failure to obtain a formal fee agreement from the Edgeworths.⁴² Specifically, after Mr. Simon
13 testified that Mr. Kemp would not have been the IDIOT I was in performing work for a client without a
14 fee agreement in place, Mr. Vannah then questioned Mr. Simon about whether Mr. Simon had violated
15 "Bar Rules, Section 1.5" by not doing what the Edgeworths had asked of Mr. Simon regarding the fee
16 agreement.⁴³ Despite this line of questioning being specifically pertinent to the quality of Mr. Simon as
17 an advocate – as it can be safely assumed that allegedly violating bar rules and the rules of professional
18 conduct would weigh negatively upon an attorney's quality as an advocate – this Court specifically
19 instructed Mr. Simon not to answer that question in case a bar complaint was later filed against Mr. Simon
20 and/or his firm.⁴⁴ As such, the Edgeworths were deprived of their due process rights to question Mr.
21 Simon regarding his quality as an advocate due to this Court's stopping of that line of questioning and
22 specifically instructed Mr. Simon not to answer the question at issue regarding violations of Bar Rules.

23 Further, Simon failed to provide any information regarding the quality of his counsel in his Motion
24 for Attorney's Fees. All that was attached to that Motion were vague billing invoices where James
25 Christensen, Esq., billed at a rate of \$400.00 per hour and Pete Christiansen, Esq. billed at the exorbitant
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27 ⁴² See **Exhibit I**, at 132:25-134:9.

28 ⁴³ *Id.*

⁴⁴ *Id.*

1 rate of **\$850.00 per hour**. While Simon attached the CVs of his counsel to the Reply in Support of his
2 Motion for Attorney's Fees, the only analysis regarding these CVs is the conclusory, five (5) word
3 statement that, allegedly, "[r]etained counsel are highly qualified."⁴⁵ Given the amount of fees sought,
4 and especially the exorbitant hourly rate charged by Pete Christiansen, much more was required to
5 demonstrate that awarding \$50,000.00 in costs was appropriate. As such, there simply is not substantial
6 evidence to support the awarding of fees to Simon based upon the exorbitant billing rates of both Peter
7 Christiansen and James Christensen, nor to support the fee award of \$50,000.00. This lack of evidence is
8 the basis for the foregoing request for reconsideration.

9
10 A reasonable hourly rate should reflect the "prevailing market rates in the relevant community,"
11 with "community" referring to "the forum in which the district court sits." *Tallman*, 23 F. Supp. 3d at
12 1257 (quoting *Gonzales v. City of Maywood*, 729 F.3d 1196, 1205 (9th Cir. 2013) and *Prison Legal News*
13 *v. Schwarzenegger*, 608 F.3d 446, 454 (9th Cir. 2010)). A district court must ensure that an attorney's
14 rate is "in line with those prevailing in the community for similar services by lawyers of reasonably
15 comparable skill, experience and reputation." *Chaudhry v. City of L.A.*, 751 F.3d 1096, 1110 (9th Cir.
16 2014). The Nevada Supreme Court has previously found that in Nevada, "the hourly rates of \$450 and
17 \$650 per hour are **well over** the range of hourly rates approved in this district." *Gonzalez-Rodriguez v.*
18 *Mariana's Enters.*, No. 2:15-cv-00152-JCM-PAL, 2016 WL 3869870, at *9 (D. Nev. July 14, 2016)
19 (emphasis added). Further, the Court in *Gonzalez-Rodriguez*, found that these rates could not be justified
20 as counsel's "affidavit does not aver that these rates are usual or customary for this type of work in this
21 locality, only that these rates are what each lawyer typically charges." *Id.*

22 When an attorney does not actually bill a client, the requested hourly rate and billing entries are
23 more suspect. *See, Betancourt v. Giuliani*, 325 F. Supp. 2d 330, 333 (S.D.N.Y. 2004) ("Defendants
24 persuasively argue that those rates far exceed the typical rates at which a civil rights attorney would
25 actually charge a paying client.... [T]he fact that the fees here were not actually charged by [Plaintiff's law
26 firm] to any client suggests that the Court must take a closer look as to whether the hourly rates are

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28 ⁴⁵ See Reply to MTN for Attorney's Fees at 9:6, on-file herein.

1 reasonable.”). A court should take a closer look because, with paying clients, an attorney's bills are
2 generally scrutinized to avoid unreasonable or excessive charges, but such scrutiny does not exist with a
3 client that is not responsible for, and likely even sent, an attorney's billing record. *Cf. Fed. Deposit Ins.*
4 *Corp. v. Martinez Almodovar*, 674 F. Supp. 401, 402 (D.P.R. 1987) (recognizing that billing entries were
5 reasonable because “such bills were zealously scrutinized by a client who is very cost conscious.
6 Unreasonable or excessive charges would have not been tolerated.”).

7
8 Here, there are no affidavits of counsel or anyone else regarding the rates charged by Simon’s
9 counsel regarding whether the hourly rates of \$400.00 and \$850.00 per hours are reasonable and
10 customary in this community. *See Motion and Reply*, on-file herein. This is likely because Simon is
11 aware that the hourly rates charged by his counsel are well over the range for hourly rates approved of in
12 this community. Regardless, this Court did not have substantial evidence upon which to base its awarding
13 of fees to Simon’s in regard to the hourly rate charged by Simon’s counsel and, as such, the finding was
14 erroneous and, if not corrected, will lead to manifest injustice against the Edgeworths who will be forced
15 to pay an exorbitant award of attorney’s fees not based upon substantial evidence.

16 Further, the Superbill is even more suspect here as Simon has admitted the firm did not bill
17 everything to the Edgeworths regularly and had to go back from memory to create billing entries after the
18 fact.⁴⁶ Specifically, Ms. Ferrell testified she was not a good biller, she has no billing software to utilize,
19 she had to go back and bill many things from memory, that there were days of billing of some 22 hours
20 on the file, that she assist Mr. Simon in producing timesheets for **HIS** billing on the file and that Mr.
21 Simon despised billing and left post-it notes all over his office which purportedly was his billing.⁴⁷ As
22 such, this Court should have required a higher level of evidentiary proof and scrutinized the billing entries
23 at a stricter standard given the admitted practice by Simon of not billing everything at the time it was
24 accomplished on the Edgeworths’ file.

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27 ⁴⁶ See *Transcript of Evidentiary Hearing Day 3*, at 105:21-106:3, attached hereto as **Exhibit R**.

28 ⁴⁷ *Id.* at 105:21-106:3, 111:5-15, 112:16-114:8 and 115:10-116:13.

1 In either case, based upon *Brunzell* and *Logan* as discussed above, this Court's Order awarding
2 Simon \$200,00.00 in quantum meruit for attorney's fees for the time period between November 30, 2017
3 and January 8, 2018, and awarding Simon \$50,000.00 in attorneys' fees for his counsel's work on the
4 lawsuit brought by the Edgeworths were misguided as there is simply not substantial evidence to support
5 the amount of the award, nor the quality of the other advocate within Simon's law firm or his counsel's
6 exorbitant hourly rates.

7
8 Based on the evidence presented above, the Edgeworths respectfully request reconsideration of
9 this Court's Orders to cure the manifest injustice done to the Edgeworths. This Court was simply not
10 presented sufficient evidence to adequately determine the quality of Ferrell, James Christiansen and Pete
11 Christiansen as advocates, or the amount of the award when analyzed against the actual amount Simon
12 claimed was billed by his firm between November 30, 2017 and January 8, 2018, under the first prong of
13 *Brunzell*.

14 *b. The Character of The Work to be Done*

15 The Edgeworths further request reconsideration of the Court's findings because the Court was not
16 presented sufficient evidence to adequately determine the character of the work done under prong 2 of
17 *Brunzell*. As of November 30, 2017, at 5:31 p.m., the settlement terms were finalized and, as such, there
18 was nothing left for Simon to do regarding the Viking settlement other than send an email to opposing
19 counsel with the signed agreement, finalize a stipulation for dismissal of the litigation, receive the
20 settlement drafts and deposit the funds.⁴⁸ There was no longer any negotiations regarding language in the
21 settlement agreement, the amount of the settlement had been agreed to and, despite this, Simon continued
22 billing for things such as undefined email chains (with no explanation regarding the subject), analyzing
23 emails regarding mediation, and telephone calls (again, without any context regarding subject).

24 Even more concerning are Ferrell's entries for things such as 2.5 hours to draft a notice of
25 attorney's lien and then, on that same day, another 0.30 hours to download, review and analyze that same
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28 ⁴⁸ See **Exhibit J**.

1 notice of attorney lien which she drafted earlier that same day.⁴⁹ The Attorney Lien filed by Simon consist
2 of a total of approximately one (1) page of written content, with no legal analysis and a half-page of a
3 declaration from Simon.⁵⁰ Thereafter, Ferrell billed another 1.5 hours to draft the Amended Lien, which
4 was the same document with only the amount sought by Simon through the attorney's lien changed.⁵¹

5
6 As such, the character of the work claimed to have been performed by Simon between November
7 30, 2017 and January 8, 2018, was minimal at best and – regarding the Notices of Liens –not in any way
8 in furtherance of the clients' interest. Despite this, the Superbill demonstrates that this minimal work
9 resulted in highly inflated billing hours which are simply not indicative of the amount of time and work
10 that would actually have been required to complete the tasks which were billed. Additionally, given that
11 the Superbill does not give context or subjects for most of the entries therein, it was impossible for this
12 Court to determine whether the character of the work was such that Simon was entitled to \$200,000.00
13 for 39 total days, including Christmas and New Year's, and Simon was unavailable for 14 of those days.

14 The Court's awarded of fees is specifically supported by Ferrell's testimony that allegedly Simon
15 has documentation to backup all entries in the Superbill for this period. Simon has continuously refused
16 to provide this alleged supporting documentation to the Edgeworths or this Court so same can be reviewed
17 and evaluated.⁵² Further, nothing within the Superbill for this period constituted any difficult work for
18 Simon, as same was simply telephone calls, emails, and the drafting of the, at most, two (2) total pages
19 for the Notice of Attorney's Lien. Again, the Viking settlement agreement had been finalized and there
20 was simply nothing complex, difficult, or important that Simon should have reasonably been doing on
21 behalf of the Edgeworths – who were no longer his clients regarding Viking – beginning on November
22 30, 2017 and moving forward. Further, the bills from Simon's counsel regarding their defense of the
23 Edgeworth's lawsuit are likewise vague and ambiguous and wholly failed to provide this Court with an
24 understanding of what was actually accomplished and for what purpose. As was the case with the
25 Superbill, many of the entries from Jim Christiansen say nothing other than "[e]mail exchange with

26 ⁴⁹ See Ferrell Invoice, at SIMONEW0000340, attached hereto as **Exhibit S**.

27 ⁵⁰ See **Exhibit L**.

28 ⁵¹ See **Exhibit M**.

⁵² See **Exhibit R** at 112:18-20, 23-24 and 116:15-16.

1 client[.]" "meeting with client[.]" telephone call with client and "[w]ork" on various documents. See
2 Exhibit 9 to Motion for attorney's fees. Likewise, the invoices from Pete Christiansen contain exorbitant
3 billed hours for vague entries such as "[a]ssist with findings of fact and conclusions of law; conference
4 with client[.]" for 7.5 hours billed; and "[a]ssist in preparation of reply[.]"⁵³

5 The Court has not required Simon nor his counsel to provide supporting documentation to
6 demonstrate that substantial evidence confirms the tasks billed for and the character, difficulty, and
7 importance of those tasks to Simon's representation of the Edgeworths and Simon's counsels'
8 representation of the firm in the suit brought by the Edgeworths. As such, this Court's findings are in
9 contravention of the Nevada Supreme Court's holdings in *Brunzell* and *Logan*.

10 Based on the evidence presented above, the Edgeworths respectfully request reconsideration of
11 this Court's Orders to cure the manifest injustice done to the Edgeworths. This Court was simply not
12 presented sufficient evidence to adequately determine the character of the work billed under the second
13 prong of *Brunzell*.

14 *c. The Work Actually Performed by the Advocate*

15 The Edgeworths further request reconsideration of the Court's findings because the Court was not
16 presented sufficient evidence to adequately determine the work actually performed by the advocate under
17 *Brunzell*. Specifically, as stated above, despite Ferrell testifying that allegedly Simon has documentation
18 to backup all entries in the Superbill for this time period, Simon has not, and continues to refuse to, provide
19 claimed supporting documentation to the Edgeworths or this Court so it can be reviewed and evaluated.⁵⁴
20 Further, there are billing entries for items that are inappropriate in the context of the timeline as laid out
21 herein, such as Ferrell billing a full half-hour to review the Viking Settlement Agreement the day **AFTER**
22 the finalized version of that Agreement was provided to the Edgeworths.⁵⁵

23 Further, the exorbitant amount of time billed by Ferrell to allegedly draft and file the Notice of
24 Attorney's Liens, and then review the filing she had just drafted – a total of 3.8 hours (2.8 hours for the
25

26 ⁵³ See Exhibit 10 to Simon's Motion for Attorney's Fees, on-file herein.

27 ⁵⁴ See **Exhibit R**.

28 ⁵⁵ See **Exhibit S** at SIMONEW0000341.

1 Original Notice and 1.5 hours for the Amended Notice) – is wholly unreasonable for documents consisting
2 of less than a full page of double-spaced content. This calls into question all of the work Simon claimed
3 to have done following November 30, 2017, as the same is simply not reasonable nor commensurate with
4 the documents which are actually available to review.

5
6 Additionally, given that Simon has never provided the documentary evidence demonstrating the
7 many email chains, reviewed email attachments, reviewed documents and drafted documents, this Court’s
8 finding regarding the work actually performed is not supported by much evidence at all, let alone
9 substantial evidence. The justification given by this Court regarding the work actually performed is all
10 in regard to work claimed to be performed prior to November 30, 2017.⁵⁶ As of November 30, 2107, the
11 settlement with Viking had been agreed upon and the settlement agreement was finalized. As such, the
12 work claimed by Simon actually at issue for this time period does not include any of the claimed efforts
13 which led to the Viking settlement or the reduction of the terms of the Viking settlement to writing within
14 the settlement agreement. Likewise, there are exorbitant amounts of billable hours on the invoices from
15 Simon’s counsel. Specifically, Pete Christiansen billed 72.9 hours over the course of seven (7) workdays
16 (10.414 hours per day) to prepare for the evidentiary hearing. See Exhibit 10 to Motion for Attorney’s
17 Fees. While the Edgeworths appreciate that time would have to be spent to prepare for the hearing, more
18 than 10 hours per day, for seven straight days is simply not conceivable, nor can it be justified given that
19 it would be the Edgeworths assumption that Christiansen did have other cases active at the time of this
20 hearing.⁵⁷ Further, Christensen billed 3.8 hours for two (2) entries stating nothing more than “MSC
21 Brief[.]”⁵⁸ In this same vein of vagueness, Christensen billed 11 total hours for undefined “work on
22 motion to adjudicate lien[.]” *Id.* These entries require further specification and support in order to comply
23 with *Brunzell*.

24 Finally, it is concerning that secretarial tasks were billed as attorney time, which wholly
25 inappropriate. Specifically, as an example, Christiansen billed for reviewing a calendar, assisting in

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⁵⁶ See Second Amended Order, at 19:12-21, on-file herein.

27 ⁵⁷ In the event Simon is claiming that Pete did not have any other matters active at the time of the evidentiary, the Edgeworths
would then argue that this fact goes directly against the quality of the advocate and his exorbitantly charged rate of \$850.00.

28 ⁵⁸ See Exhibit 9 to Motion for Attorney’s Fees, on-file herein.

1 preparing a subpoena and faxing a letter, all which are secretarial tasks for which it was even more
2 inappropriate for Pete to bill at the extraordinarily exorbitant rate of \$850.00 per hour.⁵⁹

3
4 Based on the evidence presented above, the Edgeworths respectfully request reconsideration of
5 this Court's Orders to cure the manifest injustice done to the Edgeworths. This Court was simply not
6 presented sufficient evidence to adequately determine the work actually performed by the advocates under
7 the third prong of *Brunzell*.

8 *d. The Result of the Work Performed*

9 The Edgeworths further request reconsideration of the Court's findings because the Court was not
10 presented sufficient evidence to adequately determine the result of the work performed under prong 4 of
11 *Brunzell*. This Court's Order awarding \$200,000.00 in fees to Simon must also be reconsidered regarding
12 the fourth *Brunzell* factor, which concerns the result obtained by the advocate. Based upon the record
13 placed before the Court, there was simply no result achieved by Simon on behalf of the Edgeworths on
14 and following November 30, 2017. Again, the Settlement Agreement had been finalized and all that
15 Simon reasonably had left to do – especially following the constructive discharge regarding the Viking
16 matter – was to exchange the fully executed Settlement Agreement with Viking's counsel, finalize and
17 potentially file a stipulation for dismissal, receive the settlement checks and deposit the settlement checks.
18 As such, the case had concluded other than settlement documents and the sending of emails, receiving of
19 mail, drafting and/or reviewing and/or filing a stipulation to dismiss and notice of entry of the order of
20 dismissal, and depositing of the settlement checks. This is certainly not the type of result which *Brunzell*
21 contemplated would support an award of attorney's fees through the theory of quantum meruit, especially
22 in an amount as exorbitant for such work as \$200,000.00.

23 Further, just as was the case regarding the third *Brunzell* prong discussed above, the Court's
24 findings regarding the fourth *Brunzell* factor were based upon a misapplication of the facts and law, thus
25 requiring reconsideration. Specifically, as of and after November 30, 2017, the result had no connection
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27 ⁵⁹ See Exhibit 10 to Motion for Attorney's Fees, on-file herein.

1 to the Viking settlement amount or the Viking settlement agreement. As such, neither the final amount
2 for which Viking settled, the statements by the Edgeworths that they were made more than whole as a
3 result of the settlement with Viking itself, nor the testimony of Mr. Kemp regarding the result in the
4 context of the Edgeworths settlement with Viking itself, should have been taken into consideration by this
5 Court when resolving whether Simon was entitled to attorney's fees for the time period between
6 November 17, 2017 and January 8, 2018. This Court's finding in that regard was clearly erroneous as
7 Simon did not provide this Court with the required substantial evidence to support said finding, requiring
8 reconsideration. Further, the fact that Simon may have obtained a result in the Lange lawsuit of an
9 additional \$75,000.00 over the course of that same period in no way demonstrates that Simon was entitled
10 to more than twice that amount in attorney's fees for four (4) to five (5) weeks of work.

11
12 The Nevada Bar Association previously reprimanded an attorney for seeking an unreasonable fee
13 for two (2) weeks of work.⁶⁰ Within the Bar Counsel Report, a Screening Panel of the Southern Nevada
14 Disciplinary Board found that an attorney seeking compensation in the amount of \$12,328.44 for two
15 weeks of work was unreasonable and a violation of NRPC 1.5 requiring reprimand. *Id.*

16 Here, the amount sought by Simon and awarded by this Court for claimed work done over a period
17 39-days (between four [4] and five [5] weeks) – which, again, included both the Christmas and New
18 Year's holidays and Simon's vacation when he was not working between December 19, 2017 and January
19 2, 2018 – is disproportionally excessive when compared against the fee which the State Bar determined
20 was unreasonable and required reprimand. Specifically, Simon was awarded \$200,000.00 for a period of
21 four (4) or five (5) weeks, while the State Bar determined that less than \$12,500.00 was an unreasonable
22 fee for work done by an attorney over the course of two (2) weeks. Extrapolating the bar Counsel's
23 report's unreasonable fee out to the period at issue here, this Court's award is more than 8 times the
24 amount found unreasonable over a four (4) week period ($\$200,000.00/\$24,656.88 = 8.11\%$) and is nearly
25 6.5 times the amount found unreasonable over a five (5) week period ($\$200,000.00/\$30,821.10 = 6.49\%$).
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28 ⁶⁰ See, Bar Counsel Report regarding Crystal L. Eller, dated July 2020, attached hereto **Exhibit T**.

1 Based on the evidence presented above, the Edgeworths respectfully request reconsideration of
2 this Court's Orders to cure the manifest injustice done to the Edgeworths. This Court was simply not
3 presented sufficient evidence to adequately determine result of the work performed by the advocates under
4 the fourth prong of *Brunzell*.

5
6 **ii. Reconsideration of All of the Brunzell Factors is Warranted**

7 The Edgeworths respectfully request reconsideration of this Court's orders. Here, all four (4) of
8 the *Brunzell* factors, when evaluated correctly against the context and background of the matter, weigh
9 heavily in favor of the Edgeworths and against Simon being awarded any attorney's fees for himself or
10 his counsel for that time period. Thus, this Court's finding that Simon was entitled to an award of
11 \$200,000.00 in attorney's fees for this time was an unfortunate misapplication of the facts and law. If this
12 decision is allowed to stand, it will lead to manifest injustice being done upon the Edgeworths who will
13 be forced to pay \$200,000.00 to Simon for 39-days of claimed work after the finalizing of the Viking
14 settlement agreement.⁶¹

15 Given the foregoing, the Edgeworths respectfully request that this Court reconsider its Second
16 Amended Order regarding the attorney's fees awarded to Simon for the time period between November
17 30, 2107 and January 8, 2018, and its Amended Order awarding attorney's fees to Simon for their
18 counsels' representation during the lawsuit brought by the Edgeworths, as same is warranted based upon
19 the misapplication of facts and law which, if not corrected, will directly lead to manifest injustice against
20 the Edgeworths.

21 **V. CONCLUSION**

22 It is for the foregoing reasons that the Edgeworths submit that reconsideration is appropriate, and
23 request that the court act accordingly. First, the Edgeworths request that based on new evidence, this
24 court amend its finding that the conversion claim was not maintained on reasonable grounds because it
25 was an impossibility for Simon to have converted the Edgeworths' property at the time the lawsuit was
26

27 ⁶¹ See Court Order, dated March 16, 2021, at 21-22, on-file herein.

1 filed. This request is based on newly discovered information that Simon had access to the funds as early
2 as December 12, 2017, well before the suit was filed on January 4, 2018. Second, the Edgeworths request
3 that, based on new evidence, this court amend its finding that James Christensen's services were obtained
4 after the filing of the lawsuit against Simon on January 4, 2018. Christensen's bill, which was not
5 presented at the evidentiary hearing, is in direct controversy with the finding of the court, and the
6 Edgeworths request that the finding be amended to conform to the facts. Finally, the Edgeworths request
7 that, based on new evidence, this court amend its finding that the costs of David Clark were solely for the
8 purpose of defending the lawsuit filed against Simon by the Edgeworths. Billing records indicate that
9 Clark was being consulted as early as December 5, 2017, a month before the Edgeworth complaint was
10 filed on January 4, 2018. The Edgeworths therefore request that the finding is amended to conform to the
11 facts. As to the *Brunzell* factors, the Edgeworths request that the court ***EITHER*** find (1) there was
12 insufficient evidence presented to the Court to establish conformity with the *Brunzell* factors and therefore
13 the Plaintiff is awarded no attorney's fees for failure to comply with Nevada law; OR (2) there was
14 insufficient evidence presented to the Court to establish conformity with the *Brunzell* factors and therefore
15 the Plaintiff must produce the entirety of the case file from the representation of the Edgeworths such that
16 the *Brunzell* factors can be analyzed.

17
18 DATED this 30th day of March, 2021.

19 **MESSNER REEVES LLP**

20 /s/ Christine Atwood

21 Lauren D. Calvert, Esq. #10534

22 Christine L. Atwood, Esq. #14162

23 David M. Gould, Esq. #11143

24 *Attorneys for the Edgeworths*

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EXHIBIT A

From: [Janet Pancoast](#)
To: dpolsenberg@lrrc.com
Cc: [Jessica Rogers](#); [robinson \(robinson@mmls-law.com\)](mailto:robinson@mmls-law.com)
Subject: Edgeworth - REL DRAFT Edgeworth Draft Release to DP
Date: Tuesday, November 21, 2017 10:53:56 AM
Attachments: [REL DRAFT Edgeworth Draft Release to DP.docx](#)

Dan –

Attached is the draft Release. I highlighted the “Confidentiality” and “No Disparagement” clauses on pages 4 and 5.

As we discussed, at this time, I’ll ignore the letter regarding the Motions in Limine.

Please send me a copy of anything you get confirming this settlement in writing.

Thanks,

Janet C. Pancoast, Esq.
Dir: 702.562.7616
Cell: 702.325.7876

***** PLEASE NOTE *****

This message, along with any attachments, is for the designated recipient(s) only and may contain privileged, proprietary, or otherwise confidential information. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Any other use of such misdirected e-mail by you is prohibited. Where allowed by local law, electronic communications with Zurich and its affiliates, including e-mail and instant messaging (including content), may be scanned for the purposes of information security and assessment of internal compliance with company policy.

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 (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLYNETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") 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, SUPPLYNETWORK, 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, SUPPLYNETWORK, 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, after extensive, arms-length negotiations, have reached a complete and final settlement of the PLAINTIFFS claims against VIKING, and 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; and

C. 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" shall mean THE VIKING CORPORATION, SUPPLYNETWORK, INC. & VIKING GROUP, INC., 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 in 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. SETTLEMENTTERMS

A. The total settlement amount for PLAINTFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC is Six Million Dollars and Zero-Cents (\$6,000,000).

B. This Settlement is contingent upon Court approving a Motion for Good Faith Settlement pursuant to Nevada Revised Statute 17.245, and dismissing any claims being asserted against the Viking by Lange Plumbing, LLC.

D. The settlement funds will be held in trust until completion of all necessary paperwork, including a Voluntary Dismissal of the SUBJECT ACTION with Prejudice.

E. The SETTLING PARTIES agree to 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 VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, 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. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, 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 at the time of executing this AGREEMENT.

C. 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 VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a 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 represents that they understand and acknowledges 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.

E. PLAINTIFF hereby agrees to indemnify and hold harmless VIKING and their insurers to include from, 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.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and VIKING agree and stipulate that the settlement herein is made in good faith pursuant to the provisions of Nevada Revised Statute 17.245.

VII. DISMISSAL

The SETTLING PARTIES agree to execute any and all necessary papers to effectuate dismissal of the claims in the SUBJECT ACTION. Each party shall bear its own attorneys' fees and costs associated with prosecuting and/or defending this matter. Concurrently with the execution of this Settlement Agreement, and receipt of the settlement funds, counsel for PLAINTIFF shall provide a copy to VIKING and file a fully executed Dismissal with Prejudice of the Complaints.

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. CONFIDENTIALITY:

This Agreement, and all terms and conditions set forth therein, shall remain confidential and the SETTLING PARTIES and their counsel agree not to make any statement to anyone, including the press, regarding the terms of their settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this

Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

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 VIKING and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against all said liens, claims and subrogation rights of any construction or repair services and material providers.

D. NO DISPARAGEMENT:

The SETTLING PARTIES agree that they shall make no disparaging or defamatory statements, either verbally or in writing, and shall not otherwise make, endorse, publicize or circulate to any person or entity, any statements or remarks that can reasonably be construed as disparaging or defamatory, regarding PLAINTIFF or VIKING.

E. GOVERNING LAW:

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

F. TERMS OF SETTLEMENT AGREEMENT AND RELEASE INTERDEPENDENT:

It is further agreed by the SETTLING PARTIES that all portions and sections of this Settlement Agreement and Release are interdependent and necessary to the voluntary settlement of the aforementioned litigation.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 ____ day of _____, 2017 DATED this ____ day of _____, 2017

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

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

APPROVED AS TO FORM AND CONTENT:

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

EXHIBIT B

James R. Christensen Esq.
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E-mail: jim@jchristensenlaw.com
Admitted in Illinois and Nevada
TIN: 26-4598989

SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

November/December 2017 Billing Statement

I. ATTORNEY

11.27.17	Meeting with client	.50
	Email exchange and [REDACTED]	.30
11.28.17	Email exchange with client	n/c
11.29.17	Meeting with client	n/c
11.30.17	T/C with client	.50
	Email exchange with client & review attachments	.30
12.1.17	T/C #1 with client	.50
	T/C #2 with client	.20
12.4.17	T/C with client	n/c
	V/M for Robert Vannah	n/c
	Meeting with client	.50
12.5.17	T/C with David Clark	.20
	Meeting with client	n/c
	T/C with John Green	n/c
	T/C with Dave Clark	n/c

12.7.17	Westlaw research re: [REDACTED]. Meeting with client w/conference call with Vannah. Draft and edit letter to Vannah.	1.0
12.11.17	Review of [REDACTED]; and, t/c with client re: same	.20
12.12.17	T/C with client	.30
12.19.17	Review recent email re check endorsement and undisputed amount. T/C with client. E-mail to Vannah's office.	.30
12.26.17	Review Vannah email of 11.23. T/C with client. Draft reply email.	.50
12.27.17	Multiple calls with client/review and respond to Vannah email of 12.26.17	1.5
12.28.17	Forward Vannah email of 12.28.17 to client.	n/c
	T/c with client re: [REDACTED]	.40
	Review of [REDACTED] and t/c with David Clark re: separate trust account	.20

TOTAL Attorney Time: 7.4 hours @ \$400.00 = \$2,960.00

II. PARALEGAL

N/A

TOTAL Paralegal Time: -0- hours @ \$100.00 = \$ -0-

III. COSTS

Postage	\$ -0-
Copies	\$2.20
Wiznet filing fees	\$ -0-

TOTAL Costs	\$ 2.20
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IV. TOTAL DUE THIS INVOICE	\$2,962.20
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V. RETAINER SUMMARY

Beginning balance	\$10,000.00
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Payment of this Invoice	- 2,962.20
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RETAINER BALANCE	\$7,037.80
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

January – February 2018 Billing Statement

I. ATTORNEY

1.4.18	T/C with client	.20
	Review of recent email. Reply to Greene et al. Call to Sarah G.	.30
1.5- 1.9.18	Multiple phone calls	n/c
1.9.18	Call from John Greene re: service. Discussion with client. Email back to John.	.30
1.10.18	Meeting at Simon law.	.50
1.12.18	T/C w/ David Clark. Email documents to DC	.30
1.15.18	Work on motion to adjudicate lien	3.0
1.16.18	Work on motion to adjudicate lien	8.0
1.17.18	Discussion with client. Work on motion to adjudicate. Telephone discussion with D. Clark.	4.0 .20
1.18.18	Work on motion to adjudicate	2.0
1.24.18	Review emails from J. Greene. Calls to and from J. Greene.	.40

1.26.18	Review of emergency motion to continue/setting and change of hearing dates	.20
	T/C with client	.40
	Work on motion to dismiss	1.0
1.27.18	Work on motion to dismiss	2.0
1.29.18	T/c with client (x2)	.50
	Research and final MTD	1.3
1.30.18	Additional research. Review. Email to client	1.6
2.3.18	Review Kemp declaration. Work on supplement provided by Client.	2.0
2.5.18	Review opposition. Research and draft reply. Multiple t/c with client	5.0
2.6.18	Prepare and attend court hearing on motions to Consolidate/adjudicate	3.4
2.9.18	Read minute order re: motion to consolidate	.20
2.10.18	T/c with Westlaw and [REDACTED]	.40
2.12.18	Edit draft Order	.20
2.12.18	Research and draft Anti-SLAPP motion. T/C with client	6.0
2.13.18	Edit Anti-SLAPP motion	1.4
2.13.18	Review email from J. Greene	.20
2.14.18	Review emails from client re: [REDACTED]	.40
2.15.18	Final Anti-SLAPP motion	.40

2.15.18	Edit supplement to motion to adjudicate. T/C with client	1.0
2.19.18	Review email from J. Greene	.20
2.20.18	Prep for, travel to and attend hearing	1.0
2.20.18	Multiple emails (#11) regarding 100k check and MSC. Related T/C with client	.50
2.26.18	T/c with client (x2)	.20
	Emails to Vannah (x2). Email to client	.20

TOTAL Attorney Time: 48.9 hours @ \$400.00 = \$19,560.00

II. PARALEGAL

1.9.18	Receipt and review of Complaint, calendar, copy, forward to client	.20
1.16.18	Review and format Motion to Adjudicate	.55
1.18.18	Review and final Motion to Adj., Motion to Dismiss, Motion to Consolidate	1.5
1.24.18	Review, process, file, Motion to Dismiss, Motion to Adjudicate and Motion to Consolidate	1.1
1.26.18	Review and revise Motion to Dismiss	.50
1.29.18	Review and revise Motion to Dismiss	N/C
2.5.18	Review, revise, format, file Reply	1.4
2.7.18	Attempts to obtain brief filed in Beheshti v. Bartley	.50
2.12.18	Prep Order for attorney review	.20

2.13.18	Contact Vannah re: Order	.20
2.15.18	Review, revise and format MTD Anti-Slapp	1.3
2.26.18	Review ltr from District Court and calendar	.20
3.2.18	Serve and calendar MTD Anti-Slapp	.20

TOTAL Paralegal Time: 7.85 hours @ \$100.00 = \$785.00

III. COSTS

Postage	\$ -0-
Copies	\$ 52.60
Wiznet filing fees	\$250.69

TOTAL Costs	\$303.29
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IV. TOTAL DUE THIS INVOICE	\$20,648.29
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V. RETAINER SUMMARY

Beginning balance	\$7,037.80
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Retainer applied to this invoice	\$7,037.80
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RETAINER BALANCE	\$ -0-
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VI. BALANCE DUE	\$13,610.49
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

March - April 2018 Billing Statement

I. ATTORNEY

3.1.18	Review latest proposed amended complaint	.20
3.2.18	Multiple calls with client and E-mail to adverse re: checks	.30
3.5.18	T/c with client	.20
3.8.28	Start on MSC draft	.70
3.12.18	MSC brief	1.8
3.15.18	MSC brief	2.0
3.20-21.18	Read opposition and draft reply to special MTD	3.5
3.23.18	Meet client, and attend MSC	5.0
4.3.18	Prep/attend hearing on MTDs and Adjudication	1.5
4.7.18	Work on MTD AC	2.0

TOTAL Attorney Time: 17.2 hours @ \$400.00 = \$6,880.00

II. PARALEGAL

3.5.18	Begin Settlement brief draft	.20
3.21.18	Review, revise, format, serve and file Reply re Anti-Slapp MTD	1.3
4.9.18	Review/revise MTD Amended Complaint	.75

TOTAL Paralegal Time: 2.25 hours @ \$100.00 = \$225.00

III. COSTS

Postage	\$ -0-
Copies	\$ 83.20
Wiznet filing fees	\$ 14.00

TOTAL Costs \$97.20

IV. TOTAL DUE THIS INVOICE \$7,202.20

V. RETAINER SUMMARY

Beginning balance	\$1,389.51
Retainer applied to this invoice	\$1,389.51
RETAINER BALANCE	\$ -0-

VI. BALANCE DUE \$5,812.69

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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

May - June 2018 Billing Statement

I. ATTORNEY

5.3.18	Meeting with client	.60
	Telephone conference with potential hearing witness 1 and t/c with client	.40
5.7.18	Edit SLAPP for re-filing	.80
	Call to potential witness 1 and call to potential witness 2	.20
5.15.18	Meeting with Will Kemp	1.2
5.16.18	Research on [REDACTED] Email to client	.40
5.18.18	Draft Adjudication hearing brief	2.0

TOTAL Attorney Time: 5.6 hours @ \$400.00 = \$2,240.00

II. PARALEGAL

5.8.18	Review, revise and format Anti-slapp MTD and amended Complaint	.60
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5.10.18	Final, prep, file, serve Anti-slapp MTD and calendar	1.5
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5.18.18	Review, revise, format, final, prep, file, serve Evidentiary Brief	1.1
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TOTAL Paralegal Time: 3.2 hours @ \$100.00 = \$320.00

III. COSTS

Postage	\$ -0-
Copies	\$ 63.80
Wiznet filing fees	\$ 3.50

TOTAL Costs	\$67.30
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IV. TOTAL DUE THIS INVOICE	\$2,627.30
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V. BALANCE DUE	\$2,627.30
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

July - August 2018 Billing Statement

I. ATTORNEY

8.20.18	Meeting with client	1.0
8.21.18	Email exchange with John Greene & t/c with client	.20
8.22.18	Meeting with client	1.0
	Meeting with client and expert	2.0
8.23.18	email exchange with Vannah office	.20
	t/c(s) with client	.20
8.24.18	Meeting at client's office	1.5
8.25.18	Telephone conversations with Vannah and client	.50
8.26.18	Meeting at client's office	5.0
8.27.18	Draft Vannah agreement bench brief	1.0
	Hearing attendance and preparation – Day 1	7.0
8.28.18	Hearing preparation and attendance – Day 2	8.0
8.29.18	Hearing preparation and attendance – Day 3	8.0

8.30.18	Hearing preparation and attendance – Day 4	8.0
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8.31.18	Work on Offer of Judgment	.20
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TOTAL Attorney Time: 43.80 hours @ \$400.00 = \$17,520.00

II. PARALEGAL

N/A

III. COSTS

N/A

IV.	TOTAL DUE THIS INVOICE	\$17,520.00
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V.	BALANCE DUE	\$17,520.00
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

September - October 2018 Billing Statement

I. ATTORNEY

9.10-11.18	Review and draft party correspondence to Judge Jones and review reply	.30
9.16.18	Review and edit findings of fact; and, add conclusions of law	3.5
9.17.18	Work on proposed orders, findings and conclusions	1.0
	Hearing preparation with client	2.0
9.18.18	Attend evidentiary hearing-day 5	5.0
9.23.18	Review closing brief	2.0
	Review of findings and discussion with client	1.0
10.24.18	Review and reply to adverse email	.20
10.25.18	Work on Rule 52 motion	2.0
10.26.18	Continue work on Rule 52 motion.	2.0
10.26.18	Took call from John Greene, email to client following	.30

10.27.18	Continue work on Rule 52 motion	2.0
10.29.18	Final Rule 52 motion	2.0
10.30.18	Review emails from law clerk re: OST and respond.	.20
	Review emails from Vannah office and respond.	.20
10.31.18	Review and reply to emails from adverse, t/c with client.	.30
10.31.18	Review and edit motion for attorney fees.	3.0

TOTAL Attorney Time: 27.0 hours @ \$400.00 = \$10,800.00

II. PARALEGAL

10.24.18	File Notice of Entry of Order	.20
10.25.18	Review/format/Motion for reconsideration	1.1
10.29.18	Final Motions, regular and OST	.40
10.31.18	Review/revise/Motion for Attorney Fees	1.4

TOTAL Paralegal Time: 3.1 hours @ \$100.00 = \$ 310.00

III. COSTS

Wiznet	\$ 14.00
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IV. TOTAL DUE THIS INVOICE	\$11,124.00
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V. BALANCE DUE	\$11,124.00
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SIMON LAW GROUP – EDGEWORTH FEE DISPUTE

Through November 15, 2018 Billing Statement

I. ATTORNEY

11.1.2018	Reply to adverse emails (2) and forward to client (3)	.20
11.1.2018	Review of Plaintiffs closing	.40
11.12.2018	Read opposition and draft reply	1.4
11.13.18	Final reply	1.5
11.15.18	Attend motion hearing	1.0

TOTAL Attorney Time: 4.5 hours @ \$400.00 = \$1,800.00

II. PARALEGAL

11.13.18	Review/revise/final Motion to Amend	1.1
11.14.18	File and serve Motion to Amend	n/c

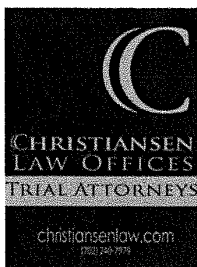
TOTAL Paralegal Time: 1.1 hours @ \$100.00 = \$ 110.00

III. COSTS

N/A

IV.	TOTAL DUE THIS INVOICE	\$1,910.00
V.	BALANCE DUE	\$1,910.00

Exhibit 10



INVOICE

Invoice # 15648
Date: 11/29/2018
Due On: 12/29/2018

Christiansen Law Offices

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United States
Phone: 702-240-7979
www.christiansenlaw.com

Law Office of Daniel S. Simon
810 S. Casino Center Boulevard
Las Vegas, NV 89101

2018-03891-Law Office of Daniel S. Simon-Simon adv Edgeworth

Simon adv Edgeworth

Type	Date	Attorney	Description	Quantity	Rate	Total
Service	01/10/2018	PSC	Meeting with Client re: case history	2.50	\$850.00	\$2,125.00
Service	02/01/2018	PSC	Review file; Discussions with Client.	3.80	\$850.00	\$3,230.00
Service	02/03/2018	PSC	Review Motions to Adjudicate Lien.	1.30	\$850.00	\$1,105.00
Service	02/04/2018	PSC	Review motion to Dismiss; Discussions with Client.	2.30	\$850.00	\$1,955.00
Service	02/06/2018	PSC	Notice to Associate in on case	0.10	\$850.00	\$85.00
Service	02/06/2018	PSC	Attend Hearing on Motion for Determination of Good Faith Settlement, Simon's Motion to Adjudicate the Lien, Motion to Consolidate/New Lawsuit.	2.50	\$850.00	\$2,125.00
Service	02/14/2018	PSC	Review of hearing transcript	0.50	\$850.00	\$425.00
Service	02/15/2018	PSC	Assist in preparing, revising and finalizing Supplement to Motion to Adjudicate Attorney Lien	3.50	\$850.00	\$2,975.00
Service	02/21/2018	PSC	Review Vannah's Opp to Defendant's Motion to Dismiss and Countermotion to Amend; conference with client	2.30	\$850.00	\$1,955.00
Service	02/26/2018	PSC	Draft and fax letter to Williams re settlement conference	0.50	\$850.00	\$425.00

Service	03/01/2018	PSC	Review Vannah's Supplement to their Countermotion to amend Complaint; conference with client	1.80	\$850.00	\$1,530.00
Service	03/02/2018	PSC	Review and revise Special Motion to Dismiss- Anti-Slapp on OST	1.30	\$850.00	\$1,105.00
Service	03/15/2018	PSC	Review Amended Complaint filed by Vannah; conference with client	1.30	\$850.00	\$1,105.00
Service	03/16/2018	PSC	R&R MSC brief; conference with client	3.50	\$850.00	\$2,975.00
Service	03/16/2018	PSC	Review Opp to Special motion to Dismiss: Anti-Slapp; conference with client	1.80	\$850.00	\$1,530.00
Service	03/21/2018	PSC	Assist R&R Reply to Motion to Dismiss: Anti-Slapp	1.30	\$850.00	\$1,105.00
Service	03/22/2018	PSC	Assist R&R Reply to Motion to Dismiss 12(b)(5)	1.80	\$850.00	\$1,530.00
Service	03/23/2018	PSC	Meeting re settlement conference with Jim, DS and AF; Prepare for and Attend Mandatory Settlement Conference	5.00	\$850.00	\$4,250.00
Service	04/09/2018	PSC	Assist R&R Motion to Dismiss Plaintiff's Amended Complaint; meet with client.	1.80	\$850.00	\$1,530.00
Service	04/24/2018	PSC	Review Opp to Defendants' (Third) Motion to Dismiss; conference with client	1.30	\$850.00	\$1,105.00
Service	05/09/2018	PSC	Assist R&R Special Motion to Dismiss Amended Complaint: Anti-Slapp	2.30	\$850.00	\$1,955.00
Service	05/15/2018	PSC	Meeting with Will Kemp	1.50	\$850.00	\$1,275.00
Service	05/18/2018	PSC	Assist R&R Bench Brief on Evidentiary Hearing	3.50	\$850.00	\$2,975.00
Service	05/19/2018	PSC	Review Plaintiffs' bench brief on evidentiary hearing; conference with client	1.50	\$850.00	\$1,275.00
Service	05/23/2018	PSC	Review calendar and scheduling issues and draft letter to Judge Jones re: evidentiary Hearing regarding continuing the evidentiary hearing due to trial conflict	0.50	\$850.00	\$425.00
Service	05/24/2018	PSC	Review Opposition to Defendants' 2nd Motion to Dismiss: Anti-Slapp	1.50	\$850.00	\$1,275.00
Service	08/10/2018	PSC	Assist in preparing subpoena to Floyd Hale; finalize and email same.	0.90	\$850.00	\$765.00
Service	08/18/2018	PSC	Reviewed file in preparation for evidentiary hearing.	8.50	\$850.00	\$7,225.00
Service	08/19/2018	PSC	Reviewed file in preparation for evidentiary hearing.	10.50	\$850.00	\$8,925.00
Service	08/20/2018	PSC	Meeting with Jim, DS and AMF; prepare for hearing	7.50	\$850.00	\$6,375.00

Service	08/21/2018	PSC	Review of file and prepare for hearing	9.50	\$850.00	\$8,075.00
Service	08/23/2018	PSC	Started reviewing exhibits AMF put in dropbox and continue preparing for hearing	8.50	\$850.00	\$7,225.00
Service	08/24/2018	PSC	Review case and exhibits and prepare for hearing.	8.50	\$850.00	\$7,225.00
Service	08/25/2018	PSC	Prepare for Hearing--Brian and Angela as witness	10.10	\$850.00	\$8,585.00
Service	08/26/2018	PSC	Prepare for Hearing--Brian as witness	9.80	\$850.00	\$8,330.00
Service	08/27/2018	PSC	Prepare for and attend evidentiary hearing; conferences with client and co-counsel; prepare for next day of hearing	12.20	\$850.00	\$10,370.00
Service	08/28/2018	PSC	Prepare for and attend evidentiary hearing; conferences with client and co-counsel; prepare for next day of hearing	11.90	\$850.00	\$10,115.00
Service	08/29/2018	PSC	Prepare for and attend evidentiary hearing; conferences with client and co-counsel; prepare for next day of hearing	12.00	\$850.00	\$10,200.00
Service	08/30/2018	PSC	Prepare for and attend evidentiary hearing; conferences with client and co-counsel.	11.80	\$850.00	\$10,030.00
Service	08/31/2018	PSC	Conference with client; prepare and serve OOJ and cover letter	1.50	\$850.00	\$1,275.00
Service	09/02/2018	PSC	Assist with Findings of Fact and Conclusions of Law; conference with client	7.50	\$850.00	\$6,375.00
Service	09/10/2018	PSC	Review letter from Vannah re continuing hearing and discuss with client	1.30	\$850.00	\$1,105.00
Service	09/10/2018	PSC	Review and discuss production of cell phone records with client	0.80	\$850.00	\$680.00
Service	09/11/2018	PSC	Prepare response and serve to Vannah letter re continuing hearing; conference with client	0.80	\$850.00	\$680.00
Service	09/13/2018	PSC	Assist R&R updated findings of fact and conclusions of law for motions to dismiss; meet with client re: same	2.50	\$850.00	\$2,125.00
Service	09/14/2018	PSC	R&R updated draft findings of fact and conclusions of law for motion to adjudicate and Motions to Dismiss review of record with respect to evidentiary support of same	2.20	\$850.00	\$1,870.00
Service	09/15/2018	PSC	Assist R&R findings of fact and conclusions of law for motion to adjudicate; Motion to dismiss/proposed order to dismiss complaint.	3.20	\$850.00	\$2,720.00
Service	09/15/2018	PSC	Prepare for Hearing	4.00	\$850.00	\$3,400.00
Service	09/16/2018	PSC	Prepare for Hearing	2.80	\$850.00	\$2,380.00

Service	09/16/2018	PSC	Assist R&R spousal privilege brief; Discuss with client.	1.80	\$850.00	\$1,530.00
Service	09/17/2018	PSC	Prepare for hearing (prepping for Angela and closing)	2.50	\$850.00	\$2,125.00
Service	09/18/2018	PSC	Prepare for and attend Evidentiary Hearing	7.50	\$850.00	\$6,375.00
Service	09/19/2018	PSC	Discussion with client and prepare closing	2.20	\$850.00	\$1,870.00
Service	09/23/2018	PSC	Review and revise closing arguments	1.20	\$850.00	\$1,020.00
Service	10/11/2018	PSC	Review of Court's decision on Motion to Adjudicate, Motion to Dismiss 12(b)(5) and Motion to Dismiss: Anti-Slapp; meet with client and discuss necessary action re: same	2.50	\$850.00	\$2,125.00
Service	10/12/2018	PSC	Discussion with client re: orders; legal research and assess options in light of same	3.00	\$850.00	\$2,550.00
Service	10/26/2018	PSC	Review motion to reconsider; discuss with AF and client re: same	2.20	\$850.00	\$1,870.00
Service	11/02/2018	PSC	Assist with preparing Motion for Attorney Fees	3.00	\$850.00	\$2,550.00
Service	11/09/2018	PSC	Review Opposition to Motion for Reconsideration	1.00	\$850.00	\$850.00
Service	11/12/2018	PSC	Assist in preparation of Reply.	1.50	\$850.00	\$1,275.00
Service	11/13/2018	PSC	Meeting with client re hearing and prepare for same.	1.00	\$850.00	\$850.00
Service	11/14/2018	PSC	Prepare for hearing on Motion for Reconsideration; Disc. with client	1.50	\$850.00	\$1,275.00
Service	11/15/2018	PSC	Prepare for and attend hearing on Motion for reconsideration	2.50	\$850.00	\$2,125.00
Service	11/25/2018	PSC	Final review and revision of Motion for Attorneys Fees	2.00	\$850.00	\$1,700.00
					Subtotal	\$199,495.00
					Total	\$199,495.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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15648	12/29/2018	\$199,495.00	\$0.00	\$199,495.00
Outstanding Balance				\$199,495.00
Total Amount Outstanding				\$199,495.00

Please make all amounts payable to: Christiansen Law Offices
Tax Identification Number: 88-0497171

EXHIBIT C

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 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.

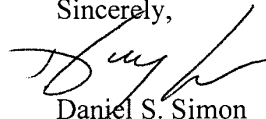
Conclusion

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,

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

Daniel S. Simon

THAT Brian Edgeworth and Angela Edgeworth on behalf of Edgeworth Family Trust and American Grating have retained and does by this instrument retain the Law Offices of Daniel S. Simon, as his/her attorneys; said attorneys to handle on his/her behalf, all claims for damages arising out of and resulting from an incident on or about April 9, 2016 involving the flood caused by a failed sprinkler head, which clients now have, and which might hereafter accrue against Viking Corporation, Viking Group and Viking Supply Net, for damages arising out of said incident to Brian Edgeworth and Angela Edgeworth on behalf of Edgeworth Family Trust and American Grating that the parties have respectively agreed as follows:

2. ALL COSTS, INCLUDING ARBITRATION COSTS, COSTS OF OBTAINING EXPERTS TO ANALYZE AND EVALUATE THE CAUSE OF THE ACCIDENT, COSTS OF EXPERT TESTIMONY, COSTS OF WITNESS FEES, TRAVEL COSTS, DEPOSITION COSTS, COURT COSTS, AND ALL COSTS OF LITIGATION, INCLUDING LONG DISTANCE PHONE CALLS, COPYING EXPENSES, REGARDLESS OF THE OUTCOME, ARE TO BE PAID BY THE CLIENT, AND IF ANY OF THEM SHALL HAVE BEEN ADVANCED BY THE ATTORNEY, HE SHALL BE REIMBURSED FOR THE

The Law Office of Daniel S. Simon
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

1 SAME. THE ATTORNEY IS AUTHORIZED TO PAY ANY OF SAID
2 EXPENSES OUT OF THE SHARE OF THE SETTLEMENT ACCRUING TO
3 THE CLIENT.

4 SIGNED this ____ day of _____, 2017.

6
7 LAW OFFICES OF DANIEL S. SIMON Brian Edgeworth on behalf of Edgeworth Family
Trust and American Grating

8
9 Angela Edgeworth on behalf of Edgeworth Family
Trust and American Grating

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

SETTLEMENT BREAKDOWN

Date: November 27, 2017

Re: EFT AND AMERICAN GRATING v. ALL VIKING ENTITIES

Settlement	\$ 6,000,000.00
Attorney's Fees	1,114,000.00 (1,500,000 Less payments made of 367,606.25)
Costs	80,000.00 (200,000 Less payments made of 118,846.84)

Balance to Clients **\$ 4,806,000.00**

Clients hereby agree to the above distribution from the settlement proceeds if a settlement is finally reached and finalized. The costs may be adjusted depending on the actual costs incurred and paid. A final accounting will be made at the time of final distribution.

Dated this _____ day of November, 2017.

**Brian Edgeworth on behalf of Edgeworth Family
Trust and American Grating**

**Angela Edgeworth on behalf of Edgeworth Family
Trust and American Grating**

EXHIBIT D

Daniel Simon

From: Janet Pancoast <janet.pancoast@zurichna.com>
Sent: Tuesday, December 12, 2017 11:51 AM
To: Daniel Simon; Henriod, Joel D. (JHenriod@lrrc.com)
Cc: Jessica Rogers
Subject: Edgeworth - Checks -
Attachments: 201712121048.pdf; SPT 171212 Edgeworth SAO to Dismiss - Plaintiff.pdf

Danny –

I was using the Plaintiff's release to prepare a release for Giberti and came across the provision that required "certified checks." I was not aware of that provision and neither was the claims representative. I have the checks (attached) and am willing to give them to you in exchange for the signed stipulation for dismissal. However, there multiple parties that will delay the final entry of a joint stipulation for dismissal. Hence, to give me sufficient comfort level to release these checks, I request that you sign the attached stipulation for dismissal which is *only* for Plaintiff's claims against the Viking entities. Additionally, I ask that you sign the Stipulation for a Global Dismissal I emailed earlier. That way, I can file the dismissal with the Plaintiffs now and release the checks so that you can get the check in the bank and they can be cleared by 12/21/17. Getting the checks re-issued will take longer and the claims representative is not even sure if he can issue a certified check.

Hence, if you want to pick up these checks. Please sign both stipulations. Thanks.

Janet C. Pancoast, Esq.
CISNEROS & MARIAS
(Not a Partnership – Employee of Zurich American Insurance Company)
1160 No. Town Center Dr., Suite 130
Las Vegas, NV 89144
Off: 702.233.9660
Dir: 702.562.7616
Cell: 702.325.7876
Fax: 702.233.9665
janet.pancoast@zurichna.com

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SIMONEH0004535

AA0122

EXHIBIT E

From: [Janet Pancoast](#)
To: [Daniel Simon \(dan@simonlawlv.com\)](#); [Henriod, Joel D. \(JHenriod@lrrc.com\)](#)
Cc: [Jessica Rogers](#)
Subject: Edgeworth - Checks -
Date: Tuesday, December 12, 2017 11:51:13 AM
Attachments: [201712121048.pdf](#)
[SPT 171212 Edgeworth SAO to Dismiss - Plaintiff.pdf](#)

Danny –

I was using the Plaintiff's release to prepare a release for Giberti and came across the provision that required "certified checks." I was not aware of that provision and neither was the claims representative. I have the checks (attached) and am willing to give them to you in exchange for the signed stipulation for dismissal. However, there multiple parties that will delay the final entry of a joint stipulation for dismissal. Hence, to give me sufficient comfort level to release these checks, I request that you sign the attached stipulation for dismissal which is *only* for Plaintiff's claims against the Viking entities. Additionally, I ask that you sign the Stipulation for a Global Dismissal I emailed earlier. That way, I can file the dismissal with the Plaintiffs now and release the checks so that you can get the check in the bank and they can be cleared by 12/21/17. Getting the checks re-issued will take longer and the claims representative is not even sure if he can issue a certified check.

Hence, if you want to pick up these checks. Please sign **both** stipulations. Thanks.

Janet C. Pancoast, Esq.

CISNEROS & MARIAS

(Not a Partnership – Employee of Zurich American Insurance Company)

1160 No. Town Center Dr., Suite 130

Las Vegas, NV 89144

Off: 702.233.9660

Dir: 702.562.7616

Cell: 702.325.7876

Fax: 702.233.9665

janet.pancoast@zurichna.com

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AA0124

1 **STP**

JANET C. PANCOAST, ESQ.

2 Nevada Bar No. 5090

CISNEROS & MARIAS

3 1160 N. Town Center Dr., Suite 130

Las Vegas, NV 89144

4 Tel: (702) 233-9660

5 Fax: (702) 233-9665

janet.pancoast@zurichna.com

6 *in Association with*

7 S. Seth Kershaw, Esq.

State Bar No. 10639

8 MEYERS MCCONNELL REISZ SIDERMAN P.C.

11620 Wilshire Blvd., Suite 800

9 Los Angeles, CA 90025

Tel: 1-310-312-0772

10 Fax: 1-310-312-0656

11 kershaw@mmrs-law.com

12 Attorneys for Defendant/Cross-Defendant

Cross-Claimant/Third Party Plaintiffs

13 The Viking Corporation & Supply Network, Inc.

14 d/b/a Viking Supplynet

15
16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 EDGEWORTH FAMILY TRUST, and

19 AMERICAN GRATING, LLC

Plaintiffs,

20 vs.

21 LANGE PLUMBING, LLC; THE VIKING

22 CORPORATION, a Michigan corporation;

SUPPLY NETWORK, INC. d/b/a VIKING

23 SUPPLYNET, a Michigan corporation; and

DOES I through V and ROE CORPORATIONS

24 VI through X, inclusive,

Defendants.

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

)

) **DEPT. NO.: X**

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**STIPULATION FOR DISMISSAL
WITH PREJUDICE OF PLAINTIFFS
CLAIMS AGAINST VIKING
ENTITIES**

26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1 GIBERTI CONSTRUCTION, LLC, a Nevada)
Limited Liability Company,)

2 Counter-Claimant)

3 v.)

4 THE VIKING CORPORATION, a Michigan)
5 corporation; SUPPLY NETWORK, INC. d/b/a)
6 VIKING SUPPLYNET, a Michigan corporation,)

7 Counter-Defendant.)

8 GIBERTI CONSTRUCTION, LLC, a Nevada)
Limited Liability Company,)

9 Cross-Claimant)

10 v.)

11 LANGE PLUMBING, LLC, and DOES I through)
12 V and ROE CORPORATIONS VI through X,)
13 inclusive.)

14 Cross-Defendant.)

15 COMES NOW, PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN
16 GRATING, LLC by and through their attorney of record Daniel Simon, Esq. of SIMON LAW;
17 DEFENDANTS/CROSS-DEFENDANTS/CROSS-CLAIMANTS THE VIKING CORPORATION
18 & SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET by and through their attorney of record,
19 Janet C. Pancoast, Esq. of the law firm of CISNEROS & MARIAS, in association with counsel of
20 MEYERS MCCONNELL REISZ SIDERMAN P.C. and LEWIS ROCA ROTHGERBER
21 CHRISTIE, LLP; hereby stipulate that:
22

23 All claims asserted in any and all Complaints filed herein by PLAINTIFFS EDGEWORTH
24 FAMILY TRUST & AMERICAN GRATING, LLC and each and every cause of action alleged
25

26 ***Edge worth Family Trust v. Lange Plumbing, LLC, et. al.*** Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1 therein against THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING
2 SUPPLYNET and VIKING GROUP, shall be dismissed with prejudice.

3 Each party shall bear their own fees and costs.

4 Dated this ____ day of December, 2017.

Dated this ____ day of December, 2017.

5 SIMON LAW

CISNEROS & MARIAS

6
7 _____
8 Daniel S. Simon, Esq.
9 810 South Casino Center Blvd.
10 Las Vegas, NV 89101
11 Attorney for Plaintiff

Janet C. Pancoast, Esq.
1160 Town Center Drive, Suite 130
Las Vegas, Nevada 89144

In Association with and with the agreement of
MEYERS REISZ SIDERMAN P.C. &
LEWIS ROCA ROTHGERBER CHRISTIE,
LLP
Attorneys for Viking Defendants

13 **ORDER**

14 Based on the Stipulation of the parties and good cause appearing, it is:

15
16 HEREBY ORDERED that all claims asserted in any and all Complaints filed herein by
17 PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC and each and
18 every cause of action alleged therein against THE VIKING CORPORATION & SUPPLY
19 NETWORK, INC. d/b/a VIKING SUPPLYNET and VIKING GROUP, shall be dismissed with
20 prejudice. Each party shall bear their own fees and costs.

21 Dated this ____ day of _____, 2017

22
23
24 _____
DISTRICT COURT JUDGE

25 //

26 ***Edge worth Family Trust v. Lange Plumbing, LLC, et. al.*** Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

Submitted by:

CISNEROS & MARIAS

BY:

Janet C. Pancoast, Esq.
1160 N. Town Center Drive, Suite 130
Las Vegas, NV 89144
Attorneys for Viking Defendants

Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-
Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

EXHIBIT F

From: Daniel Simon <dan@simonlawlv.com>
Sent: Monday, November 27, 2017 3:50 PM
To: Angela Edgeworth
Cc: Brian Edgeworth (brian@pediped.com)
Subject: RE: Edgeworth v. Viking, et al

I have not received the Viking agreement. When I receive I will forward. Let me know as soon as you can. Thanks

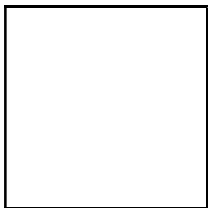
From: Angela Edgeworth [mailto:angela.edgeworth@pediped.com]
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: Re: Edgeworth v. Viking, et al

Danny,

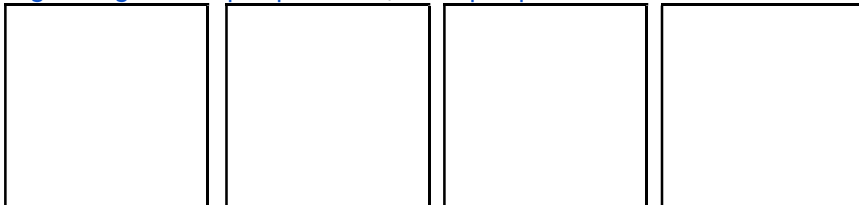
As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.
We would need to have our attorney look at this agreement before we sign.

In the meantime, please send us the Viking Agreement immediately, so we review it.

Angela Edgeworth



Angela Edgeworth
D 702.352.2585 | T 702.567.0311 | F 702.567.0319
1191 Center Point Drive | Henderson, NV 89074
angela.edgeworth@pediped.com | www.pediped.com



On Mon, Nov 27, 2017 at 2:26 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Please review and advise me of your position at your earliest possible convenience. If you would like to discuss, please call me anytime. Thanks



Brian Edgeworth <brian@pediped.com>

Re: Edgeworth v. Viking, et al1 message

Angela Edgeworth <angela.edgeworth@pediped.com>

Mon, Nov 27, 2017 at 5:31 PM

To: Daniel Simon <dan@simonlawlv.com>

Cc: "Brian Edgeworth (brian@pediped.com)" <brian@pediped.com>

I do have questions about the process, and am quite confused. I had no idea we were on anything but an hourly contract with you until our last meeting.

I am glad to meet once Brian gets back unless you think it's urgent and we meet right away.

If the contract is not drawn yet, we still have some time to hash things out.

I want a complete understanding of what has transpired so I can consult my attorney. I do not believe I need to have her involved at this time.

Please let me know what the terms of the settlement are to your knowledge at this point if they are not detailed in your letter. Please send over whatever documentation you have or tell us what they verbally committed to. Otherwise, I will review the letter in detail and get back to you in a couple days.

In the meantime, I trust we are still progressing with Lange et al and any other immediate concerns that should be addressed.

As I mentioned at our last meeting, we should still be progressing as originally planned. I would hate to see a delay for any reason. Until we see an agreement, no agreement exists. Please let me know if there are any upcoming delays that you can foresee.

I think everyone has been busy over the holidays and has not had a lot of time to process everything.

To confirm, you have not yet agreed to the settlement. Is this correct?

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

EXHIBIT G

FAX

Date: 11/30/2017**Pages including cover sheet:** 2

To:	
Phone	
Fax Number	(702) 364-1655

From:	Jessie Romero
	Vannah & Vannah
	400 S. 7th Street
	Las Vegas
	NV 89101
Phone	(702) 369-4161 * 302
Fax Number	(702) 369-0104

NOTE:

L0DS000865

AA0134

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 stylized, sweeping flourish at the end.

Brian Edgeworth

EXHIBIT H

brian@pediped.com

From: Daniel Simon <dan@simonlawlv.com>
Sent: Thursday, November 30, 2017 8:39 AM
To: Brian Edgeworth; angela.edgeworth@pediped.com
Subject: Settlement
Attachments: Edgeworth -- Settlement Agreement (redline v. 2).docx; ATT00001.txt

Attached is the proposed settlement release. Please review and advise when you can come in to discuss. I am available today anytime from 11-1pm to meet with you at my office. Thx

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 (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") 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.

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., 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.

C. "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.

D. 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. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. 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; and 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 VIKING 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.

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 VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, 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. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, 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 at the time of executing this AGREEMENT.

C. 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 VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a 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 VIKING 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. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. 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 VIKING 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.

D. GOVERNING LAW:

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 ____ day of _____, 2017 DATED this ____ day of _____, 2017

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

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

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

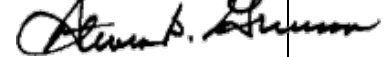
Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Management

EXHIBIT I



1 RTRAN

2
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4
5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 THURSDAY, AUGUST 30, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4**

22 APPEARANCES:

23 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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1 A Correct.

2 Q Okay. There was a Settlement Agreement between
3 Edgeworth Family Trust, American Grating, LLC, and Viking?

4 A Yes.

5 Q That's Office Exhibit Number 5. This is the lead page, which
6 is bated -- I believe the Bate is 36; do you see that?

7 A Yes.

8 Q Now, on page 4 of the release, which is bates number 39 of
9 Exhibit 5, there's a paragraph E. Obviously, that paragraph mentions
10 Vannah and Vannah as attorneys for the Edgeworth's; fair to say?

11 A Yes. Can you show me the date of this release? I think it's
12 December 1st, but I just want to confirm.

13 Q On page 42 of Exhibit 5 -- I'm sorry, bated 42 of Exhibit 5, I
14 can show you the dates that both Brian and Angela signed the release,
15 December 1 of 2017; is that correct?

16 A Yes.

17 Q So after that -- and that's after the date you felt -- after the
18 date that you felt you had been fired, correct?

19 A Yeah. So, if I can just explain briefly. I get back on 9-20 -- or
20 11-27. I am basically negotiating, not torpedoing any settlement, not
21 making any threats. I'm basically getting this release where they omitted
22 the confidentiality clause and preserved the Lange claim, and I get the
23 Edgeworths, which is a very uncommon term, as a mutual release
24 because this case was so contentious, all right?

25 And Mr. Edgeworth was I'm going to use the word scared,

1 nervous, you know, whatever you want to use, he was very nervous that
2 Viking was ultimately going to come after him if they had some type of
3 opportunity. So that's why the confidentiality clause was not a good
4 idea, and we wanted to preserve the Lange claim, as well, and I got a
5 mutual release, I think, for them, on or about 11-27.

6 THE COURT: And you got the mutual release on 11-27?

7 THE WITNESS: Right in that range, yeah. It was -- it was
8 before I got the Letter of Direction, and I was out of the case.

9 BY MR. CHRISTENSEN:

10 Q Did Mr. -- a Viking sprinkler flooded Mr. Edgeworth's house
11 that he was building as an investment, and he thought Viking was going
12 to sue him?

13 A If they had -- if they had some type of basis, they probably
14 would have.

15 Q Okay. Now, you did reach out to Mr. Edgeworth on
16 December 5?

17 THE COURT: Okay, and I'm sorry, Mr. Christensen, before
18 you move on, on December 1, when that Settlement Agreement is
19 signed, the one that's Exhibit 5, how did you -- when's the first time you
20 saw that document?

21 THE WITNESS: That was a prior one that was proposed.

22 THE COURT: That had the confidentiality and all that?

23 THE WITNESS: Yeah, it had all of that.

24 THE COURT: Okay.

25 THE WITNESS: And so, you know, the Edgeworth's were

1 pressing me, right. There's an email from -- while Brian's in -- well,
2 Brian's in China, unavailable, no phone calls, no emails with me. He now
3 has Angela stepping up, typing all these emails, saying hey, where's the
4 Viking Settlement Release, where is it, where is it, where is it, get it to us.
5 And I just got back in town from a vacation over Thanksgiving.

6 So right when I get back there was probably the, you know,
7 proposed release. And so, I went over to the office with Mr. Henriod,
8 who was Viking counsel, and I have a great relationship with him, and
9 we basically just hammered out the terms of the release right there. And
10 then I was done, I was out of it.

11 THE COURT: Okay. But you hammered out the terms of the
12 release of that final agreement?

13 THE WITNESS: Before I was fired, yeah.

14 THE COURT: Okay. So, this is before 11-30?

15 THE WITNESS: Yes.

16 THE COURT: And then were you present when the
17 Edgeworth's signed that document?

18 THE WITNESS: Nope.

19 THE COURT: Okay. So, when did you see the signed copy?

20 THE WITNESS: When Mr. Vannah's office delivered it to me
21 to then forward it to Viking counsel.

22 THE COURT: But you received it from Vannah's office?

23 THE WITNESS: Correct.

24 THE COURT: Okay.

25 THE WITNESS: And just one other note. I didn't explain any

1 a very expert, intensive type of case. We had to hire engineers, we had
2 to hire metallurgists.

3 The Defense had multiple experts. Ultimately we ended up hiring
4 weather experts, other engineers that were familiar with weather, then
5 we had to hire experts, we didn't have to, but we did, regarding the loss
6 of value of the house, which was another expert.

7 They had plenty of experts on their side because we were dealing
8 with two defendants, and they all had engineers, and they all had
9 metallurgists, they had weather experts. They had --

10 Q When was the Defense expert disclosure?

11 A I believe it was in August.

12 Q Was it staggered?

13 A I don't think so.

14 Q Okay.

15 A I don't allow that, typically.

16 Q All right.

17 A I don't think it was this time.

18 THE COURT: And, Mr. Simon, you hired all these experts in
19 August?

20 THE WITNESS: Yes.

21 THE COURT: Okay.

22 THE WITNESS: Well, not every expert was in August. After
23 we got some reports, I went and retained some rebuttal experts a little
24 bit later, but --

25 THE COURT: A little bit later in '17?

1 witness and provide him with my copy of Exhibit 12 --

2 THE COURT: Okay.

3 MR. CHRISTENSEN: So that he can read the whole thing

4 easily.

5 THE COURT: Sure.

6 MR. VANNAH: That's a great idea. Thank you. Thank you

7 very much.

8 UNIDENTIFIED SPEAKER: Almost there? Oh, yes.

9 THE COURT: This might assist you.

10 MR. GREENE: That's all of it. Okay.

11 THE COURT: Okay. It looks like it's all on there now.

12 MR. GREENE: All right. Beautiful.

13 MR. VANNAH: We're probably all looking at the regular

14 document.

15 BY MR. VANNAH:

16 Q So what do you say to, and I think mainly this is Mr. Greene,

17 but you do -- you do carbon, cc Brian Edgeworth and Angela Edgeworth

18 in this too, right?

19 A Yes.

20 Q All right. And it says: Please find attached, the final

21 settlement agreement.

22 A Correct.

23 Q And that's forwarded to -- all right, it says: Please have

24 clients sign as soon as possible to avoid any delay in processing

25 payment. This shall also confirm that your office -- that would be

1 Vannah and Vannah, right?

2 A Right.

3 Q Is advising them about the effects of their release and
4 representing them to finalize settlement through my office. We're going
5 to explain the effects of release to them. Because you're not going to
6 talk to them, right? And you're saying that we're going to represent
7 them to finalize settlement through your office.

8 Right? Is that what you're saying?

9 A Through your office.

10 Q No, it says -- I'll read it to you again.

11 A Oh, through my office, okay.

12 Q Through your office.

13 A Oh, yes. Okay.

14 Q We're going to finalize --

15 A I'm with you.

16 Q -- the settlement through your office. Also, I first received a
17 call from you this morning advising the clients wanted to sign the initial
18 draft of the settlement agreement as is.

19 So, what that meant was, that morning, we had advised you that,
20 you know what, the settlement agreement is fine as is, the way it is,
21 they're willing to sign it as is, but you made some modifications, right?

22 A Yep.

23 Q All right. And you -- and you state: Since, this time, and that
24 would -- when I say since this time, that would be on November 30th,
25 from that morning, you had gotten involved and made some

1 modifications, right?

2 You said: Since that time, I spent substantial time negotiating
3 more beneficial terms to protect the clients. Specifically, I was able to
4 get the Defendants to agree to omit the confidentiality provision
5 providing mutual release and allow the opportunity to avoid a good faith
6 determination of the Court if the clients resolve the Lange claims,
7 providing Lange will dismiss his claims against Viking. Just so we are
8 clear, your office did not ask for these substantial additional beneficial
9 terms to protect the client.

10 Do you see that? Did I read that right?

11 A Yep.

12 Q So, what you're saying is, look, this morning, you told me
13 that the clients were ready to sign the agreement as it is, but guess what,
14 I did a great job. I spent substantial time -- and that's fine -- I spent
15 substantial time working on the case, meeting with the other side, and
16 getting them to take some provisions out of the original settlement
17 agreement that you were already willing to sign. I got them to take the
18 confidentiality agreement out. I got a mutual release. And I got in a
19 position where everybody's going to agree to waive the good faith
20 settlement if you -- if we settle with Lange, right? And that was
21 beneficial to the clients, right?

22 A I guess, based on

23 Q What --

24 A Yeah, based on this email that's -- the email says what it
25 says.

1 Q Well, it says here, this is very beneficial. You guys didn't ask
2 for it. I went and did it and I did a great job, and I got a better deal on the
3 release on the one you were willing to sign, right? And that's what
4 you're saying?

5 A Yep.

6 Q Okay. Additionally, this morning -- and that would be the
7 morning of November 30th -- you asked me to approach Lange to accept
8 the \$25,000 offer from mediation.

9 Do you see that?

10 A Yes.

11 Q All right. So there had been an offer from Lange for 25,000 at
12 the mediation, and your recollection of the conversation, I'm not
13 disputing it, was that we had said look, we want the Lange case settled,
14 take the 25,000, we want the Lange case settled, right?

15 A Yep.

16 Q All right. And by the way, don't let me -- I don't want to
17 digress yet. All right. Since this time, now that would be the same
18 morning, right, the same day, because that morning I said, go ahead and
19 accept it if that's what you do. Do better, do better, but whatever, we'll
20 accept it if that's what it is. Since that time, and that -- that would be the
21 same day, I was able to secure a \$100,000 offer, less all money Lange is
22 claiming they are owed.

23 Do you see that?

24 A Yes.

25 Q Lange would then dismiss their claims against Viking,

1 MR. VANNAH: It's page 3.

2 THE COURT: -- starts on page 3.

3 MR. VANNAH: Yeah, that's my --

4 BY MR. VANNAH:

5 Q Let's just go through this letter. The -- on the first page, you
6 talked about -- you have headings. I helped you with your case and went
7 above and beyond for you because I considered you close friends and
8 treated you like family, right?

9 A Yes.

10 Q And then that, you talk about what a -- well, on Page 4 of that
11 exhibit, you talk about, I was an exceptional advocate for you. I was an
12 exceptional advocate for you. It is my reputation with the judiciary, who
13 know my integrity, as well as my history of big verdicts, that persuaded
14 the Defense to pay such a big number. Did you write that?

15 A Yes.

16 Q And I don't like to talk braggy about yourself, but here we
17 are, right? Your bragging a little here?

18 A I'm bragging to the extent that --

19 Q I'm not saying that's bad. I'm just saying you -- but you're
20 surely touting yourself as you've got big verdicts, a history of big
21 verdicts. You've got a great reputation with the Judges. They know how
22 honest you are, and no other lawyer would give you this attention. Do
23 you see that a little further down?

24 A I definitely agree with that.

25 Q Do you think Mr. Kemp wouldn't have given him this

1 attention if he was paying Mr. Kemp hourly?

2 A Mr. Kemp wouldn't have been the idiot that I was, to give this
3 guy full access to me 24/7, and if you would just start reading those
4 emails, it tells the entire story, Mr. Vannah.

5 Q All right.

6 A And if you want me to continue, because --

7 Q No.

8 A -- I feel so bad right now for my entire staff, to even let this
9 guy invade my office and abuse our time the way he did, and then treat
10 us like this at the end of the case. Mr. Kemp would have never ever let
11 that happen.

12 Q No, he would have had a written fee agreement, so would
13 Mr. Vannah, and so would Mr. Christiansen, so would Mr. Christensen.

14 A Well, I don't know that.

15 Q Okay. Well --

16 A Because they -- I'm sure they treat friends and family similar
17 to me.

18 Q Okay. You violated the Bar Rules by not doing what they
19 asked you to do on the fee agreement, right? You just flat out and do it,
20 right?

21 MR. CHRISTENSEN: Objection, Your Honor. There's no
22 foundation for that. There's been no Bar complaint.

23 MR. VANNAH: I'm not doing a Bar complaint, it's a Bar rule.

24 THE COURT: Hold on. Only one of you is speaking at any
25 given time. Mr. Vannah, is there a question included in that?

1 MR. VANNAH: There was. I said you had violated the Bar
2 rules, Section 1.5, when you didn't have a clear understanding of where
3 the client is to what the fee was going to be, correct?

4 THE COURT: Well, I mean, Mr. Vannah, I think that those are
5 allegations that I don't want Mr. Simon answering that question at this
6 point in time, because if there was some Bar complaint or something out
7 there, which I know absolutely nothing about, I don't want him
8 answering that question.

9 Mr. Simon, don't answer that question.

10 THE WITNESS: All right.

11 THE COURT: Mr. Vannah, can you ask him another
12 question?

13 MR. VANNAH: I will.

14 BY MR. VANNAH:

15 Q Going on further with this, it says, one major reason they are
16 likely willing to pay the exceptional result of six million, is that the
17 insurance company factored in my standard fee of 40 percent, 2.4
18 million, because both the mediator and the Defense have to presume the
19 attorney fees so it can get settled. Do you see that?

20 A I do.

21 Q Well, you know, that's interesting. Why would they presume
22 that, that you earn 40 percent, when you are submitting invoice after
23 invoice after invoice after invoice totaling your hourly fee? You're telling
24 them you're charging hourly at 550 an hour. Isn't that what those fee
25 invoices show to the other side?

1 Q When you receive that fax and/or when you received the call
2 did you just drop everything on the file?
3 A What do you mean?
4 Q Did you stop work on the file?
5 A No, of course not.
6 Q Could stopping work place the clients in jeopardy?
7 A It depends on the situation.
8 Q But at any rate you continued to do some work on the file
9 and actually increased offers for them, correct?
10 A Yes.
11 Q Now that work all occurred on November 30th, correct?
12 A Yes.
13 Q We were shown, this is Edgeworth Exhibit 3, this is Bate 1,
14 this is that infamous contingency email of August 22, 2017?
15 A Yes.
16 Q And the forward on this indicates that you sent it to me on
17 December 1, 2017?
18 A Yes.
19 Q So you went out and consulted your own lawyer?
20 A Yes.
21 Q Why did you do that?
22 A Because I felt that I was terminated, when he's meeting with
23 other lawyers, and I'm getting letters that I'm supposed to be talking to
24 other lawyers about a case that I had been representing on for a
25 substantial time and did amazing work on and gave amazing advice.

1 And the only reason for that would -- for another law firm to get involved
2 is if I'm out.

3 Q And you were in an awkward position, weren't you? As I
4 think Mr. Vannah made abundantly clear you never did move to
5 withdraw?

6 A Right.

7 Q Why not.

8 A Number one, I'm not going to just blow up any settlements,
9 number one. I've never done that, never will. I continue to work, and I
10 always put the client's interest above mine, which I did in this case, even
11 after I'm getting all of these letters.

12 Number two, even later, Mr. Vannah was making it abundantly
13 clear that they were coming after me, if I decided to do something that
14 might even remotely be considered adverse to the client.

15 So, I'm in an awkward position, I'm going to fulfill my duties
16 regardless, and it was clear they didn't want to pay me. But I'm still
17 going to do it, and do my job for the client regardless, and payment is
18 going to be an issue that we deal with later.

19 Q And that's the same day I believe you filed your first
20 attorney's lien?

21 A Yes.

22 THE COURT: And what was the first day you consulted with
23 Mr. Christensen to represent you? Do you remember?

24 THE WITNESS: I don't , but it would have been around that
25 time, or a few days or more, before, when I felt that I wasn't getting

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MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

EXHIBIT J

brian@pediped.com

From: Daniel Simon <dan@simonlawlv.com>
Sent: Thursday, November 30, 2017 5:31 PM
To: jgreene@vannahlaw.com
Cc: Brian Edgeworth; angela.edgeworth@pediped.com; Daniel Simon
Subject: Edgeworth -- Settlement Agreement
Attachments: Settlement Release Final.pdf

Please find attached the final settlement agreement. Please have clients sign as soon as possible to avoid any delay in processing payment. This shall also confirm that your office is advising them about the effects of the release and representing them to finalize settlement through my office.

Also, I first received a call from you this morning advising the clients wanted to sign the initial draft of the settlement agreement "as is." Since this time, I spent substantial time negotiating more beneficial terms to protect the clients. Specifically, I was able to get the Defendants to agree to omit the Confidentiality provision, provide a mutual release and allow the opportunity to avoid a good faith determination from the court if the clients resolve the Lange claims, providing Lange will dismiss its claims against Viking. Just so we are clear, your office did not ask for these substantial additional beneficial terms to protect the clients.

Additionally, this morning you asked me to approach Lange to accept the \$25,000 offer from the mediation. Since this time, I was able to secure a \$100,000 offer less all money Lange is claiming they are owed. Lange would then dismiss their Claims against Viking allowing the client to avoid the motion for determination of good faith settlement as part of the settlement. Please advise if the clients want me to move forward to finalize the settlement with Lange pursuant to these terms.

Please have the clients sign the release and return originals to my office to avoid delays in payment and finalizing this matter.

Thank You!

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 ____ day of _____, 2017 DATED this ____ day of _____, 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

EXHIBIT K

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

From: **Ruben Herrera** <ruben@vegasacesvolleyball.com>

Date: Mon, Dec 4, 2017 at 4:02 PM

Subject: Fwd: Siena Simon

To: Brian Edgeworth <brian@pediped.com>, Angela Edgeworth <angela.edgeworth@pediped.com>

Response from Danny Simon.

Ruben Herrera | Vegas Aces Volleyball

O [702.592.3182](tel:702.592.3182) | M [702.592.8927](tel:702.592.8927)

123 Pancho Via Drive | Henderson, NV 89012

ruben@vegasacesvolleyball.com | www.vegasacesvolleyball.com

"Home of Southern Nevada's Premier Volleyball"

Begin forwarded message:

From: Daniel Simon <dan@simonlawlv.com>

Subject: RE: Siena Simon

Date: December 4, 2017 at 3:54:38 PM PST

To: Ruben Herrera <ruben@vegasacesvolleyball.com>

Cc: "Eleyna Simon (simonsays3@cox.net)" <simonsays3@cox.net>

Thank you for your response. Siena is very disappointed. She was truly excited to be a part of your special team and have you as a coach. You would have really enjoyed her as part of your program providing her knee did improve, which we anticipate. She is currently treating for her knee issue and hope it will be resolved in the near future. As for the other issue with the Edgeworth's, just as you, we believed we were friends. However, as parents, we must do everything in our power to protect our children. This is why she could not have come to the gym. Regardless, thank you for your understanding of this situation. Is there a form that you will provide us confirming the release or should I send you something merely stating that the Vegas Aces release her of any obligations under the contracts signed concerning the 2017/2018 season? Please advise. Also, feel free to call me anytime. Thanks again.

From: Ruben Herrera [<mailto:ruben@vegasacesvolleyball.com>]

Sent: Thursday, November 30, 2017 6:47 PM

To: Daniel Simon <dan@simonlawlv.com>

Cc: Eleyna Simon (simonsays3@cox.net) <simonsays3@cox.net>

Subject: Re: Siena Simon

First of all, assuming I knew anything about your family and the Edgeworth's is completely incorrect but now I know something is going on but I still don't care, because it's not any of my business. Secondly, I have listened to your voicemails and as I mentioned in the parents meeting, I discuss everything volleyball related with the athlete. If Sisi was going to be out of practice because of her knee, she needed to relay that message not her parents. At that time I would've told her, she still needed to attend practice regardless of her situation.

I will gladly release her with no problems and again why anyone would assume I would have anything negative to say is mind boggling; I never even saw her in the gym other than tryouts. I never make any volleyball related decisions based on other people's business problems, especially when I have no knowledge of any of it! My mistake is I assumed your two family's were friends.

Neither here nor there, like I mentioned before, I will gladly release Sisi.

Good luck to Sisi this year.

Coach Ruben

Ruben Herrera | Vegas Aces Volleyball

O 702.592.3182 | M 702.592.8927

123 Pancho Via Drive | Henderson, NV 89012

ruben@vegasacesvolleyball.com | www.vegasacesvolleyball.com

"Home of Southern Nevada's Premier Volleyball"

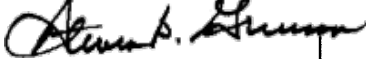
On Nov 30, 2017, at 5:44 PM, Daniel Simon

0066
AA0172

<dan@simonlawlv.com> wrote:

This shall confirm that I have left you three messages this week on your cell phone. On Monday, 11-27-17, I left you a detailed message that Siena would not be at practice as she was being evaluated for her knee. Then, I left you a message on Wednesday, 11-29-17 and today 11-30-17 at 10:40 a.m. requesting a return phone call. Thus far, you have failed to return a single phone call to me. I am quite surprised by the email sent by Ms. Hunt suggesting Siena needs to call you. Feel free to call me anytime on my Cell Phone at 702-279-7246. I am sure you are aware of the issues involving the Edgeworth's. Given the ongoing issues with the Edgeworth's and my daughter's knee condition, she will not be able to play for the Aces this season. In light of this, we are requesting that you release her under the contracts signed. If you are not willing to do so, please state all reasons why and please feel free to call me discuss in detail. Most importantly, I trust that there will not be any negative statements made about my daughter or my family as all of these matters are certainly beyond her control and there is absolutely no reason why any derogatory statements should be made about my 14 year old daughter. I look forward to hearing from you.

EXHIBIT L



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.

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.

21 **NOTICE OF ATTORNEY'S LIEN**

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

27 That the undersigned claims a lien, pursuant to N.R.S. 18.015, to any verdict, judgment, or
28 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 rendered for the client, along with court costs
and out-of-pocket costs advanced by the Law Office of Daniel S. Simon in an amount to be

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Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

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Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

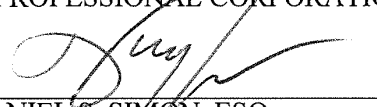
1 determined.

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 30th 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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28


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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.

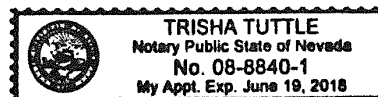
9 That he is owed for attorney's fees for a reasonable fee for the services which have been
10 rendered for the client, plus outstanding court costs and out-of-pocket costs, currently in the amount
11 of \$80,326.86, and which are continuing to accrue, as advanced by the Law Office of Daniel S. Simon
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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DANIEL S. SIMON

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

26
27
28

Notary Public

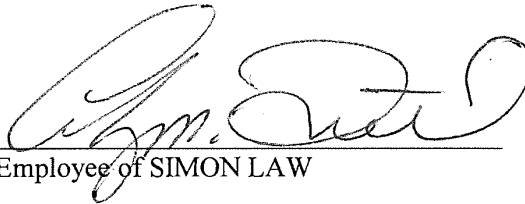


SIMON LAW
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

CERTIFICATE OF MAIL

I hereby certify that on this 30th day of November, 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 E-SERVICE & U.S. MAIL

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this 30th 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

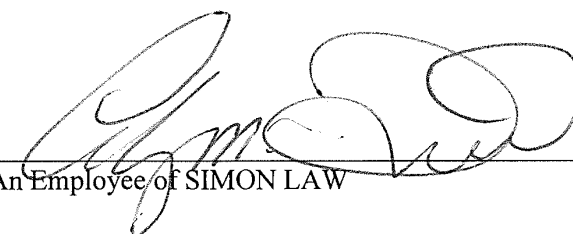
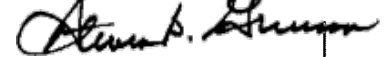

An Employee of SIMON LAW

EXHIBIT M



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)
AMERICAN GRATING, LLC.;)

10 Plaintiffs,)
11)

12 vs.)

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

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

17 Defendants.)

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

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Las Vegas, Nevada 89101
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Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

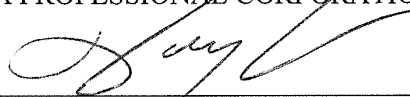
1 rendered for the client, along with court costs and out-of-pocket costs advanced by the Law Office
2 of Daniel S. Simon in the sum of \$76,535.93, which remains outstanding.

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 2nd 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
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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 2nd 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 2nd 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 N

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.

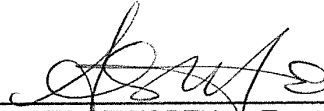
IN WITNESS WHEREOF the SETTLING PARTIES agree hereto and this Agreement is executed as of the date and year noted below.

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

DATED this 1st 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

EXHIBIT O

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

~~FGO~~ This Settlement Agreement and Release of Claims ("Settlement Agreement") is entered on ~~December 5~~, 2018 ("Effective Date"), among EDGEWORTH FAMILY TRUST and AMERICAN GRATING, LLC ("Plaintiffs") and LANGE PLUMBING, LLC ("Lange Plumbing") and its insurance companies, KINSALE INSURANCE COMPANY ("Kinsale") and AIG (hereinafter collectively "Lange Plumbing"). Plaintiffs and Lange Plumbing are individually referred to in this Settlement Agreement as a "Party" and collectively as the "Parties."

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.

B. On August 24, 2016, an Amended Complaint was filed against Defendants LANGE PLUMBING, LLC, THE VIKING CORPORATION and SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET.

C. 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 and SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET.

D. On April 4, 2017, VIKING filed a Third Party Complaint against GIBERTI CONSTRUCTION, LLC.

E. On June 12, 2017, GIBERTI filed a counter-claim against VIKING and a Cross-Complaint against LANGE PLUMBING, LLC. On November 1, 2017, an Order was entered permitting PLAINTIFFS to add VIKING GROUP, INC. as a Defendant (hereinafter collectively the "Action").

F. Except as provided in the following Recital, the Parties have reached an arms-length and negotiated settlement of the following (collectively, "Released Claims"): (i) the Plaintiffs' Complaint against Lange Plumbing, and any amendments thereto, and (ii) any cross claims that may have been filed by any of the other parties in the Action.

G. This Settlement Agreement is intended to fully settle, release and waive all Released Claims in accordance with the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing factual recitals, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms, provisions and covenants contained below, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein, as though fully set forth.
2. **Exchange of Settlement Documents and Payment Terms.**

a. On or before December 31, 2017, the Parties (through their respective counsel) shall exchange their signed counterparts of this Settlement Agreement. If necessary, the Parties agree to provide each other with reasonable extensions to provide the necessary signature pages.

b. By no later than January 30, 2018 ("Settlement Amount Payment Date"), Lange Plumbing (through their respective insurance carriers, Kinsale and AIG) shall pay to Plaintiffs the total sum of One Hundred Thousand Dollars (\$100,000.00 — the "Settlement Amount") in full and complete satisfaction of the Released Claims, as follows:

c. Within ten (10) calendar days of Plaintiffs' receipt of the Settlement Amount, the attorneys for the Parties shall file a Stipulation and Order Dismissing the Released Claims with prejudice, and to take such action as may be necessary or appropriate to have an order entered dismissing the same. Each Party shall bear their own attorney's fees and costs with respect to such Released Claims.

3. **Releases.** Concurrent with the Settlement Amount having been paid to Plaintiffs, the Parties on behalf of their Related Persons and Entities,¹ shall have fully released, waived and discharged each of the other Parties and their Related Persons and Entities, for, from and against any and all Claims, whether seen or unforeseen, known or unknown, alleged or which could have been alleged, brought or asserted as part of the Released Claims (collectively, "Release"). Plaintiffs represent, warrant and agree that payment of the Settlement Amount, shall be in full, final and complete settlement of all Claims that are the subject of the Release. Lange agrees not to assert a lien on the property as all outstanding invoices will be deemed satisfied in full.

4. **Waiver of All Claims.** The Parties acknowledge that they may hereafter discover Claims that are the subject of the Release provided in this Settlement Agreement, or facts now unknown or unsuspected from those which they now know or believe to be true. Nevertheless, by way of this Settlement Agreement and except for those Claims that are relating to a breach of this Settlement Agreement, (i) the Parties fully, finally, and forever Release all such Claims even those that may be unknown as of the Effective Date of this Settlement Agreement, including any additional insured obligations, and (ii) the Release contained in this Settlement Agreement shall remain in full force and effect as a complete release and bar of any and all such Claims notwithstanding the discovery or existence of any such additional or different claims or facts before or after the Effective Date of this Settlement Agreement.

5. **No Admission of Liability.** This Settlement Agreement is intended as a compromise of disputed Claims that are the subject of the Release. This Settlement Agreement and compliance with its terms shall not be construed as an admission of any liability, misconduct, or wrongdoing whatsoever, or of any violation of any order, law, statute, duty, or contract whatsoever as to any of the Parties to this Settlement Agreement, and that liability or wrongdoing is expressly denied by the Parties.

¹ "Related Persons and Entities" shall mean any and all past, present and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stock holders, commissioners, directors, officers, employees, agents, insurers, warranty providers, attorneys, experts, lenders, mortgage holders, predecessors, partners, joint venturers, legal representatives, heirs, administrators, trustors, trustees, beneficiaries, creditors, assigns, successors, lessees, tenants, and legal and equitable owners, individuals as applicable to the Parties, and contractors, subcontractors, sellers of products, etc.

6. **Good Faith Settlement.** The Parties stipulate and agree that the Release provided herein is made in good faith pursuant to the provisions NRS Section 17.245, and this settlement is contingent upon a determination of good faith settlement by the District Court pursuant to that Section.

7. **Covenant Not to Sue.** Claims relating to a breach of this Settlement Agreement, the Parties covenant and agree that they have not, and shall not, bring any other Claim (that is the subject of the Release) against any Party to this Settlement Agreement, including all Related Person and Entities regarding the matters that are the subject of the Release. This Settlement Agreement may be pled as a full and complete defense to any such action or other proceeding as well as a basis for abatement of, or injunction against, such action or other proceeding as provided herein.

8. **Representations and Warranties.**

a. Plaintiffs represent and warrant that it is the real party-in-interest and has standing to assert the Claims that are the subject of the Release.

b. The Parties, and each of them, represent and warrant that they are each duly authorized to compromise and settle the Claims that are the subject of the Release, which the Parties, and each of them, have or may have against another Party, and to release all such Claims in the manner and scope set forth in this Settlement Agreement.

c. The Parties, and each of them, represent and warrant that they have selected and retained their own experts and consultants to inspect, analyze, reach conclusions and advise them regarding the nature, extent, cause and repair of the alleged Claims that are the subject of the Release.

d. The Parties, and each of them, represent and warrant that they have not sold, transferred, assigned, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law or otherwise, to any other person or entity, except as otherwise expressly stated herein, pursuant to any assignments attached hereto.

e. The Parties, and each of them, represent and warrant that they have been fully advised by their attorneys, concerning the effect, finality and the issues contained in this Settlement Agreement, and that the Parties, and each of them, understand the effect and finality of this Settlement Agreement.

f. The Parties, and each of them, represent and warrant that they have had the right to enforce any provisions of this Settlement Agreement by filing any appropriate action, proceeding or motion in the Court. The Parties further agree, acknowledge, stipulate, and request that the Court in this action shall retain jurisdiction over the Parties to reopen the action after it is dismissed and to hear any motion.

9. **Time of Essence.** The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

10. **Express Disclaimer.** The Parties expressly disclaim any reliance of any kind or nature, whether in discovery or otherwise, on statements, actions or omissions of any kind made or allegedly made by any of the Parties, or their attorneys and agents, regarding the facts of

Released Claims, any other facts pertinent to this Settlement Agreement or the subjects therein, or the contents and legal consequences of this Settlement Agreement.

11. **Entire Agreement.** This Settlement Agreement sets forth the entire understanding between the Parties in connection with the subject matter discussed herein, and may not be modified except by an instrument in writing signed by all Parties.

12. **Construction.** This Settlement Agreement has been jointly prepared by all Parties hereto. The Parties and their respective advisors believe that this Settlement Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against any Party.

13. **Attorney Representation.** In negotiation, preparation and execution of this Settlement Agreement, the Parties hereby acknowledge that each Party has been represented by counsel, that each Party has had an opportunity to consult with an attorney of its own choosing prior to the execution of this Settlement Agreement, and has been advised that it is in its best interests to do so. The Parties have read this Settlement Agreement in its entirety and fully understand the terms and provisions contained herein. The Parties execute this Settlement Agreement freely and voluntarily and accept the terms, conditions and provisions of this Settlement Agreement, and state that the execution by each of them of this Settlement Agreement is free from any coercion whatsoever.

14. **Governing Law.** This Settlement Agreement is intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The Parties hereto consent to the exclusive jurisdiction of any Federal or State court located in the County of Clark, State of Nevada, for any action commenced hereunder.

15. **Severability.** The Parties understand and agree that, if any provision of this Settlement Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this Settlement Agreement will be deemed to be severed and deleted from this Settlement Agreement, but this Settlement Agreement in all other respects will remain unmodified and continue in full force and effect; provided, however, that this provision does not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

16. **Settlement Agreement Survives Breach.** If any Party to this Settlement Agreement should breach (material breach or otherwise) any provision or any part of any provision of this Settlement Agreement, such breach shall not void the Settlement Agreement for non-breaching Parties, nor shall such breach affect the rights or obligations of non-breaching Parties to this Settlement Agreement, which shall remain in full force and effect for those non-breaching Parties.

17. **Prevailing Party.** In the event of the bringing of any action or suit by a Party hereto by reason of any breach of any of the covenants, agreements or provisions arising out of this Settlement Agreement, then in that event, the prevailing Party shall be entitled to recover all reasonable costs and expenses of the action or suit, reasonable attorneys' fees, witness fees and any other reasonable professional fees resulting therefrom.

18. **Counterparts; Facsimile Signatures.** This Settlement Agreement may be executed in one or more counterparts, each which shall constitute one and the same instrument,

and shall become effective when one or more counterparts have been signed by each of the parties. The Parties agree that facsimile signatures will be treated in all manner and respects as a binding and original document, and the signature of any Party shall be considered for these purposes as an original signature.

19. **Successors and Assigns.** This Settlement Agreement is binding upon and inures to the benefit of the successors, assigns, and nominees of the Parties hereto.

20. **Titles and Headings.** Titles and headings of Sections of this Settlement Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Settlement Agreement.

21. **Variation of Pronouns.** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural as the identity of the person or persons may require.

22. **Further Documents.** Each Party agrees to perform any further acts and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Settlement Agreement.

23. **Acknowledgment.** The Parties acknowledge and agree that they were supplied a copy of this Settlement Agreement, that they or their authorized representative has carefully read and understands the Settlement Agreement, that they have been advised as to the content of this Settlement Agreement by counsel of their own choice, and that they voluntarily accept the terms and conditions of this Settlement Agreement.

24. **Authority.** The Parties, and each of them, represent and warrant that each Party hereto holds the requisite power and authority to enter this Settlement Agreement.

25. **Admissibility of Settlement Agreement.** In an action or proceeding related to this Settlement Agreement, the Parties stipulate that a fully executed copy of this Settlement Agreement may be admissible to the same extent as the original Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the day and year first above written.

[SIGNATURES ON SUBSEQUENT PAGES]

EDGEWORTH FAMILY TRUST

By: [Signature]
Name: Brian Edgeworth
Title: TRUSTEE

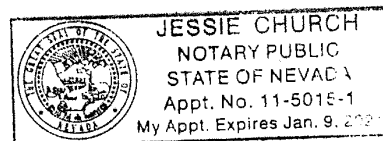
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 5 day of February, 2018, before me, the undersigned Notary Public in and for said County and State, appeared Brian Edgeworth as Trustee of **EDGEWORTH FAMILY TRUST**, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

SIMON LAW



DANIEL S. SIMON, ESQ.
810 S. Casino Center Boulevard
Las Vegas, Nevada 89101

ATTORNEYS FOR PLAINTIFFS

AMERICAN GRATING, LLC

By: [Signature]
Name: Brian Edgeworth
Title: Member

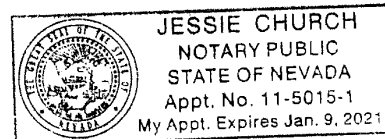
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 5th day of February, 2018, before me, the undersigned Notary Public in and for said County and State, appeared Brian Edgeworth as Member of **AMERICAN GRATING, LLC**, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

SIMON LAW



DANIEL S. SIMON, ESQ.
810 S. Casino Center Boulevard
Las Vegas, Nevada 89101

ATTORNEYS FOR PLAINTIFFS

LANGE PLUMBING, LLC

By: _____
Name: _____
Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 2017, before me, the undersigned Notary Public in and for said County and State, appeared _____, as _____ of **LANGE PLUMBING, LLC**, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he/she did so freely and voluntarily and for the purposes therein mentioned.

NOTARY PUBLIC

APPROVED AS TO FORM AND CONTENT:

PARKER NELSON & ASSOCIATES, CHTD.

THEODORE PARKER, III, ESQ.
2460 Professional Court, Suite 200
Las Vegas, Nevada 89128

ATTORNEYS FOR LANGE PLUMBING, LLC

EXHIBIT P

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.

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. 77678

FILED

DEC 30 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

No. 78176

*ORDER AFFIRMING IN PART, VACATING IN PART AND
REMANDING*

These consolidated matters include two appeals and a cross-appeal that challenge district court orders dismissing a complaint under NRCP 12(b)(5), adjudicating an attorney lien, and granting in part and denying in part a motion for attorney fees and costs.¹ Eighth Judicial District Court, Clark County; Tierra Danielle Jones, Judge.²

Brian and Angela Edgeworth are business owners and managers. A fire sprinkler malfunctioned and flooded a home they were constructing, causing \$500,000 in damages. Both the fire-sprinkler

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

²The Honorable Abbi Silver, Justice, did not participate in the decision of this matter.

manufacturer and plumbing company refused to pay for the damage. Daniel Simon, a Las Vegas attorney and close friend of the Edgeworths, offered to help. There was no written fee agreement, as Simon only planned to send a few letters. However, Simon eventually sued the responsible parties on the Edgeworths' behalf, billing the Edgeworths a "reduced" rate of \$550 per hour through four invoices totaling \$367,606, which the Edgeworths paid in full. Eventually, Simon helped secure a \$6 million settlement agreement, and when the Edgeworths asked Simon to provide any unpaid invoices, Simon sent them a letter with a retainer agreement for \$1.5 million beyond what they had already paid him for his services. The Edgeworths refused to pay and retained new counsel. Simon then filed an attorney lien. The Edgeworths responded by suing him for breach of contract and conversion.

Simon moved to dismiss the Edgeworths' complaint under both NRCP 12(b)(5) and Nevada's anti-SLAPP statutes and he moved for adjudication of the lien. The district court consolidated the cases. The district court first addressed Simon's attorney lien and held an extensive evidentiary hearing. After the hearing, the district court found that Simon and the Edgeworths did not have an express oral contract. Although the district court found that Simon and the Edgeworths had an implied contract for the hourly rate of \$550 per hour for Simon and \$275 per hour for Simon's associates, it also determined that the Edgeworths constructively discharged Simon when they retained new counsel. Therefore, the district court awarded Simon roughly \$285,000 for attorney services rendered from September 19 to November 29, 2017, and \$200,000 in quantum meruit for the services he rendered after November 29, the date of the constructive

discharge.³ Relying on the evidence presented at the hearing adjudicating the attorney lien, the district court dismissed the Edgeworths' complaint and awarded Simon \$55,000 in attorney fees and costs for defending the breach of contract action. It then denied Simon's anti-SLAPP motion as moot.

The constructive discharge for purposes of adjudicating attorney lien and \$200,000 quantum meruit award

We review a "district court's findings of fact for an abuse of discretion" and "will not set aside those findings unless they are clearly erroneous or not supported by substantial evidence." *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004) (internal quotation marks omitted). The Edgeworths argue that substantial evidence does not support the district court's constructive discharge finding because Simon never withdrew from the case, continued working on it through its conclusion, and billed them after the date of the constructive discharge. We disagree.

A constructive discharge occurs when a party's conduct "dissolves the essential mutual confidence between attorney and client," *Brown v. Johnstone*, 450 N.E.2d 693, 695 (Ohio Ct. App. 1982) (holding that a client terminated the attorney-client relationship when he initiated grievance proceedings against and stopped contacting his attorney), or the client takes action that prevents the attorney from effective representation, *McNair v. Commonwealth*, 561 S.E.2d 26, 31 (Va. Ct. App. 2002) (explaining that in the criminal context, constructive discharge can occur where "the defendant place[s] his counsel in a position that precluded effective

³On appeal, the Edgeworths challenge only the \$200,000 award in quantum meruit.

representation”). Substantial evidence in the record demonstrates that the Edgeworths hired new counsel; stopped directly communicating with Simon; empowered their new counsel to resolve the litigation; and settled claims against Simon’s advice at the urging of new counsel. Accordingly, we conclude that the district court acted within its sound discretion by finding that the Edgeworths constructively discharged Simon on November 29, 2017.

Although we conclude that the district court correctly found that Simon was entitled to quantum meruit for work done after the constructive discharge, *see Gordon v. Stewart*, 74 Nev. 115, 119, 324 P.2d 234, 236 (1958) (upholding an award in quantum meruit to an attorney after breach of contract), *rejected on other grounds by Argentina Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 537-38, 216 P.3d 779, 786 (2009), we agree with the Edgeworths that the district court abused its discretion by awarding \$200,000 in quantum meruit⁴ without making findings regarding the work Simon performed after the constructive discharge. *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (reviewing district court’s attorney fee decision for an abuse of discretion).

A district court abuses its discretion when it bases its decision on an erroneous view of the law or clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). “[T]he proper measure of damages under a *quantum meruit* theory

⁴The Edgeworths do not contest the validity of the attorney lien or the district court’s jurisdiction to adjudicate it.

of recovery is the reasonable value of [the] services.” *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Those factors are: (1) the quality of the advocate; (2) the character of the work, e.g., its difficulty, importance, etc.; (3) the work actually performed by the advocate; and (4) the result. *Brunzell v. Golden Gate Nat’l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Edgeworths challenge the third factor, arguing that the district court’s order did not describe the work Simon performed after the constructive discharge. While the district court stated that it was applying the *Brunzell* factors for work performed only after the constructive discharge, much of its analysis focused on Simon’s work throughout the entire litigation. Those findings, referencing work performed before the constructive discharge, for which Simon had already been compensated under the terms of the implied contract, cannot form the basis of a quantum meruit award. Although there is evidence in the record that Simon and his associates performed work after the constructive discharge, the district court did not explain how it used that evidence to calculate its award. Thus, it is unclear whether \$200,000 is a reasonable amount to award for the work done after the constructive discharge. Accordingly, we vacate the district court’s grant of \$200,000 in quantum meruit and remand for the district court to make findings regarding the basis of its award.

The NRCP 12(b)(5) motion to dismiss

Following the evidentiary hearing regarding the attorney lien, the district court dismissed the Edgeworths’ complaint. In doing so, the district court relied on the evidence presented at the evidentiary hearing to

find that there was no express contract and thus dismissed the breach of contract, declaratory relief, and breach of covenant of good faith and fair dealing claims. It further found that Simon complied with the statutory requirements for an attorney lien and therefore dismissed the conversion and breach of fiduciary duty claims, as well as the request for punitive damages.

The Edgeworths argue that the district court failed to construe the allegations in the amended complaint as true and instead considered matters outside the pleadings—facts from the evidentiary hearing. In effect, the Edgeworths argue that, under the NRCP 12(b)(5) standard, the district court was required to accept the facts in their complaint as true regardless of its contrary factual findings from the evidentiary hearing. Under the circumstances here, we are not persuaded that the district court erred by dismissing the complaint.

While the district court should have given proper notice under NRCP 12(d) that it was converting the NRCP 12(b)(5) motion to one for summary judgment, it did not err by applying its findings from the evidentiary hearing when ruling on the NRCP 12(b)(5) motion, as it had told the parties it was waiting to rule on this motion until after the lien adjudication hearing. Under the law-of-the-case doctrine, a district court generally should not reconsider questions that it has already decided. *See Reconstrust Co., N.A. v. Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“The law-of-the-case doctrine ‘refers to a family of rules embodying the general concept that a court involved in later phases of a lawsuit should not re-open questions decided (i.e., established as law of the case) by that court or a higher one in earlier phases.’”) (quoting *Crocker v. Piedmont Aviation, Inc.*, 49 F.3d 735, 739 (D.C. Cir. 1995)); *see also United States v. Jingles*, 702 F.3d 494, 499 (9th Cir. 2012) (“Under the law of the case doctrine, a court is

ordinarily precluded from reexamining an issue previously decided by the same court, or a higher court, in the same case.”) (internal quotation marks omitted). The doctrine applies where “the issue in question [was] ‘decided explicitly . . . in [the] previous disposition.’” *Jingles*, 702 F.3d at 499 (second alteration in original) (quoting *United States v. Lummi Indian Tribe*, 235 F.3d 443, 452 (9th Cir. 2000)).

Because it was necessary for the district court to determine if there was an express contract when adjudicating the attorney lien, its finding that there was no express oral contract between Simon and the Edgeworths became the law of the case in the consolidated action. See NRS 18.015(6) (requiring the court where an attorney lien is filed to “adjudicate the rights of the attorney, client or other parties and enforce the lien”); NRCP 42(a) (allowing consolidation where actions “involve a common question of law or fact”). As it was the law of the case, that finding bound the district court in its adjudication of the NRCP 12(b)(5) motion.⁵ See *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 623, 173 P.3d 707, 714 (2007) (upholding a district court’s decision where the district court held a bench trial to resolve equitable claims and then applied those findings to dismiss the remaining legal claims). Similarly, the district court’s finding that Simon properly perfected the attorney lien became the law of the case and thus bound the district court during its adjudication of the NRCP 12(b)(5) motion. Accordingly, because the district court properly applied its past

⁵The Edgeworths do not argue that the district court’s finding of an implied contract could have formed the basis of their breach of contract and good faith and fair dealing claims.

findings to the present motion, it did not err in granting the NRCP 12(b)(5) motion.⁶

The \$50,000 attorney fee award under NRS 18.010(2)(b)

The Edgeworths argue that the district court abused its discretion by awarding attorney fees to Simon in the context of dismissing their conversion claim because their claim was neither groundless nor brought in bad faith and the district court failed to consider the *Brunzell* factors.

The district court awarded attorney fees under NRS 18.010(2)(b) for the Edgeworths' conversion claim alone because it found that the Edgeworths' conversion claim was not maintained upon reasonable grounds. Once Simon filed the attorney lien, the Edgeworths were not in exclusive possession of the disputed fees, *see* NRS 18.015(1), and, accordingly, it was legally impossible for Simon to commit conversion, *see M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 911, 193 P.3d 536, 543 (2008) (holding that to prevail on a conversion claim, the plaintiff must have an exclusive right to possess the property). We perceive no abuse of discretion in this portion of the district court's decision. *See* NRS 18.010(2)(b) (authorizing courts to award attorney fees for claims "maintained without reasonable ground or to harass the prevailing party"). As to the amount of the award, however, we conclude that the district court's order lacks support. The district court need not explicitly mention each

⁶In his cross-appeal in Docket No. 77678, Simon argues that the district court erred by denying his anti-SLAPP special motion to dismiss as moot. However, Simon failed to present cogent arguments and relevant authority in his opening brief. Accordingly, we do not consider his argument. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument).

Brunzell factor in its order so long as the district court “demonstrate[s] that it considered the required factors, and the award [is] supported by substantial evidence.” *Logan*, 131 Nev. at 266, 350 P.3d at 1143 (mandating that a district court consider the *Brunzell* factors, but explaining that “express findings on each factor are not necessary for a district court to properly exercise its discretion”).

While the district court did not make explicit *Brunzell* findings, it satisfied the first prong under *Logan* by noting that it “[had] considered all of the factors pertinent to attorney’s fees.” However, the district court did not provide sufficient reasoning explaining how it arrived at \$50,000, and it is not obvious by our review of the record. Accordingly, we vacate the district court’s order awarding attorney fees and remand for further findings.

The costs award

The Edgeworths challenge the award of costs, arguing that the district court failed to explain or justify the amount. Having considered the record and the parties’ arguments, we conclude that the district court acted within its sound discretion in awarding Simon \$5,000 in costs. *Logan*, 131 Nev. at 267, 350 P.3d at 1144 (explaining that this court reviews an award of costs for an abuse of discretion). Here, the district court explained that it awarded \$5,000 of the requested \$18,434.74 because Simon only requested an award for work performed on the motion to dismiss, not the adjudication of the attorney lien. As Simon’s counsel acknowledged, only \$5,000 of the requested costs related to the motion to dismiss and thus only that \$5,000 is recoverable. Because the cost award is supported by an invoice and memorandum of costs, we conclude that the district court acted within its sound discretion when it awarded \$5,000 in costs to Simon.

In sum, as to the Edgeworths' appeal in Docket No. 77678, we affirm the district court's order granting Simon's motion to dismiss as well as the order awarding \$5,000 in costs. However, we vacate the district court's order awarding \$50,000 in attorney fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the awards. As to Simon's cross-appeal in Docket No. 78176, we affirm the district court's order denying Simon's anti-SLAPP motion as moot.

For the reasons set forth above, we

ORDER the judgment of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering, C.J.
Pickering

Gibbons, J.
Gibbons

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

cc: Hon. Tierra Danielle Jones, District Judge
Dana Jonathon Nitz, Settlement Judge
James R. Christensen
Vannah & Vannah
Christiansen Law Offices
Eighth District Court Clerk

EXHIBIT Q

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 Conduct¹ 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

¹ 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.² An attorney may also face disciplinary investigation and sanction pursuant to the inherent authority of the courts for violating RPC 1.5 (Fees).³ 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).⁴ 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).

² 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.").

³ 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, resolved 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.").

⁴ *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.”⁵ 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.

⁵*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."⁶

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.

⁶ *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:

Doc No.	Document Description	Date
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	12/18/2017– 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.

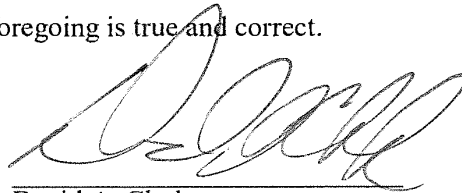
For this report, I charged an hourly rate is \$350.00.

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

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

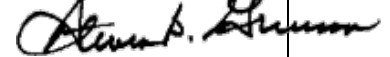
Press Appearances

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

Practice Areas

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

EXHIBIT R



1 RTRAN

2
3
4
5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

)
) CASE#: A-16-738444-C

)
) DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

)
) CASE#: A-18-767242-C

)
) DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 WEDNESDAY, AUGUST 29, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3**

22 APPEARANCES:

23 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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1 January to April 2017, in including your time and your work on the bills
2 that were sent to Mr. Edgeworth and that were disclosed in the
3 litigation?

4 A Because it was my understanding this was Danny's friend I
5 was just helping out. The bills weren't really bills. They were only
6 supposed to be for calculation of damages. So, but then in April, we
7 realized after -- I think it was Judge Bonaventure, on April 25th, denied
8 our motion for summary judgment to put a moratorium on discovery.
9 We've got to start taking depositions, we've got to start doing all this on
10 written discovery and all that stuff.

11 So, at that time, I'm working on the case, I need to start billing my
12 time so we can add it to the computation of damages.

13 Q When you started billing your time, did you bill all your
14 work --

15 A No, sir.

16 Q -- and all your time?

17 A Oh, I'm sorry.

18 Q All your work and time, did you bill it?

19 A No, I did not.

20 Q Why not?

21 A Well, because again, this was Danny's friend. I billed the
22 substantial things -- like the substantial documents, like the motions that
23 I did, the depositions I attended, the court hearings I attended. Basically,
24 I didn't bill any emails, I didn't bill any telephone calls. This was Danny's
25 friend, and this was just us putting together bills for the calculation of

1 damages. Plus, I'm not a great biller. I don't have any billing software. I
2 don't know, you know -- and so I mean, I didn't think to really bill that
3 way. That was just when I was putting together the substantial stuff.

4 Q Was there an office effort to bill on this file?

5 A No, sir. Not at that time.

6 Q To your knowledge, have any paralegals ever billed any time
7 in this file?

8 A No.

9 Q Any assistants?

10 A No.

11 Q Were you involved in the document management of this
12 case?

13 A Yes, sir, I was.

14 Q Do you have an understanding of the size of the file and the
15 documents produced?

16 A Yes. It was huge.

17 MR. CHRISTIANSEN: Your Honor, I'd like to bring in a
18 demonstrative piece of evidence --

19 THE COURT: Okay, which is?

20 MR. CHRISTIANSEN: -- for the Court's --

21 MR. GREENE: It would be nice if we could have seen it first.

22 MR. CHRISTIANSEN: It's going to be very technical and hard
23 to understand.

24 MR. GREENE: Generally, before you show exhibits to
25 witnesses, you show them to either side, don't you?

1 BY MR. CHRISTIANSEN:

2 Q So, what went into your timesheets?

3 A What went into my -- the superbill timesheets?

4 Q Correct.

5 A So, basically, we billed -- so, I guess you could kind of split it
6 up into two things. From September 19th, so like September 20th, I think
7 it is, through when we stopped working on the case, which mine is
8 sometime in January 2018. That was all hours that we were working on
9 the case. Everything before that -- and I'm just talking about mine. I
10 don't know if I clarified that. All of mine before that, we went back to
11 May of -- I didn't start working the case until May, until January, except
12 for that one December 20th, 2016 date. In January from that point to
13 September 19th, all of those bills were emails, and telephone calls, and
14 downloads -- WIZnet downloads, that I did that I had not billed for
15 previously. And --

16 Q Was that a time consuming process?

17 A Yes, sir. I had to go through all of the emails.

18 THE COURT: Okay. I'm sorry, Mr. Christiansen. I have a
19 question. So, your bills, in this superbill --

20 THE WITNESS: Yes, ma'am.

21 THE COURT: -- everything from January of 2017 to
22 September 19th of 2017, is for emails, telephone calls, and WIZnet
23 downloads that you hadn't previously billed for?

24 THE WITNESS: Yes, ma'am.

25 THE COURT: Okay. And that's what's included in this

1 superbill?

2 THE WITNESS: Yeah. And I believe if you look at mine,
3 that's all that's in there are telephone calls for my cell phone --

4 THE COURT: Okay.

5 THE WITNESS: -- and WIZnet downloads, and also emails.

6 THE COURT: But from September 20th to January 2018,
7 that's the hours you worked on this case?

8 THE WITNESS: Well, that's the hours I worked on this case,
9 including -- but I also incorporated in my downloads, also my emails,
10 and my telephone calls in there, as well.

11 THE COURT: So, that's in that calculation --

12 THE WITNESS: Yes, ma'am.

13 THE COURT: -- on the superbill? Okay.

14 BY MR. CHRISTIANSEN:

15 Q Do the timesheets capture all the work?

16 A No. So, the timesheets -- when we had to go back and do it
17 for this adjudication process, we had to show -- because it's my
18 understanding we had to show the Court how much work we did on the
19 file, and so we went back, and we only put entries on there that we could
20 support with documentation.

21 So, that's why the emails were added, that's why the cell phone
22 records were added, and that's also why the WIZnet filings were added,
23 as well. And so, basically -- and because we had a hard document. If we
24 didn't have a hard document, we didn't capture it on the bill. We didn't
25 put it on there. Any discussions with Mr. Simon that I had, you know, 10

1 minute discussions -- there are a few discussions on the bills that are on
2 there, those aren't captured.

3 Any calls from the office that we did with regard to this case,
4 whether it be with Mr. Edgeworth, whether it be with experts, whether it
5 be whoever, any calls from the office we weren't able to get, we
6 subpoenaed the records from Cox and were not able to obtain those, so
7 those aren't include on there -- included on there.

8 But what we did to get those dates on that superbill was we had to
9 choose a landmark date. So, with regard to the WIZnet filings, because I
10 needed something -- I needed a landmark date for each of those filings, I
11 went to the date that that thing was filed, the date that the pleading was
12 filed and that's the date that I put it in on.

13 I know there's been some allegations about a 22 hour day, which I
14 know we're going to talk about in detail, but that kind of explains that
15 because I -- and I mean, again, I talked about it in detail. Everything that
16 was filed, for example, on September 13th, I put on September 13th for
17 the WIZnet filings. Every email that was received on September 13th, I
18 put on September 13th, and then I also gave all of the WIZnet documents
19 .3 hours, because what I did was I would review the -- when it came in on
20 WIZnet -- I was the one working on this case. We didn't have a paralegal
21 in this case. I was the one that did it. I would open the WIZnet
22 document, review it, download it, save it, and send it out to wherever it
23 needed to do. Some of these, super quick, maybe not .3. Some of them,
24 way longer than .3.

25 So, we had to have a base mark number for all of the WIZnet

1 filings, so that's why we chose .3 for the WIZnet filings, which are
2 identified as -- I can tell you, if you'd like. On my bills, review, download,
3 and save, and then I put the name of the document, and that's a WIZnet
4 filing. So anytime you see review, download, and save, that's a WIZnet
5 filing.

6 Same thing with emails. Our base calculation, I had to put a base
7 calculation, it was .15, and then if the email was more time consuming,
8 the appropriate number was put on there. This is with regard to my bill.

9 Q So, I heard a couple of things. One, I heard no paralegal.

10 A Yes, sir.

11 Q So that's why there are no paralegal bills?

12 A Yes, sir.

13 Q Okay. Thanks for clearing that up. Let's take the WIZnet
14 filings as an example. What did you do with a WIZnet filing when it was
15 made in this case, in the Edgeworth case?

16 A I would -- like a WIZnet, like any filing?

17 Q Like someone filed a motion. One of the Defendants filed a
18 motion.

19 A When the Defendants filed a motion, I would download it, I
20 mean, review it, save it, and then send it out to Danny, send it out to
21 Brian, send it out to whoever. And I didn't send it to Brian every single
22 time, but some of the more important things, I know Brian was very
23 active in the case, and like he wanted to be in charge -- like not in charge.
24 Informed of the stuff going on. So, I would sometimes send it to him,
25 too.

1 Q Okay. And is that different from any review you would do if
2 you were say taking the lead on drafting an opposition to a motion?

3 A Well, yeah. I would review it to see what it is. I mean, do I --
4 and then I would also have to like calendar it or what not, too. I mean,
5 and if I was supposed to do an opposition, so for example, with your
6 example, a motion. A motion comes in, the review, download, and case
7 only incorporates the review, download, and save. If it was a motion,
8 then I -- and I was going to do an opposition to it, I would review it later.
9 I wasn't reviewing it at that time to draft the opposition.

10 Q Okay. You indicated that you did some -- that you helped Mr.
11 Simon with his timesheets?

12 A Yes, sir; I did.

13 Q What did you do --

14 A Some of it.

15 Q -- for Mr. Simon?

16 A Well, I did -- I took his cell phone records. Again, because we
17 weren't able to get the office records, so I took his cell phone records and
18 I plugged in his cell phone records into the bill, and then I also -- I'm the
19 one that put the infamous, on Exhibit 13, a Plaintiff review of all emails
20 concerning service of all pleadings, (679 emails), without a date. So,
21 would you like me to explain that?

22 THE COURT: I would.

23 THE WITNESS: Okay.

24 MR. CHRISTIANSEN: Yeah, I'd like to hear about it, too.

25 THE WITNESS: So, what that is, is that's the WIZnet filings.

1 If you look at any of Mr. -- if you look at Mr. Simon's superbill, there are
2 no WIZnet filings in his. And so, when I would send the WIZnet filing -- I
3 sent every single WIZnet filing to Mr. Simon.

4 So, what that number is -- or so what is, there were 679
5 emails, and I had multiplied that by .2 because he would have to open it,
6 and then analyze it or whatever, and then that was it. And if he wanted
7 to do more to it, then he could choose to do more to it, but because there
8 was a formatting issue, plugging every one of those 679 emails in -- so
9 those are all WIZnet filings. Those WIZnet filings are for the entire case,
10 679. So, that goes from May -- well, I guess the complaint wasn't filed
11 until June, so June of 2016 through -- I guess the attorney lien is when
12 we kind of stopped counting. That's when we stopped counting any of
13 the WIZnet filings in the case.

14 MR. CHRISTENSEN: Okay.

15 THE COURT: So, that's through the attorney lien?

16 THE WITNESS: Yes, ma'am. The amended attorney lien in
17 January.

18 THE COURT: And do these include some of the same WIZnet
19 filings that are in your bill?

20 THE WITNESS: Yes, ma'am.

21 THE COURT: Okay.

22 THE WITNESS: But we would both -- I mean, he would read
23 them as I -- he didn't download them. He just read them when I would
24 send them to him.

25 THE COURT: And what did you -- what was the time per --

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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

[Proceedings concluded at 4:29 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.

A handwritten signature in cursive script, reading "Jessica B. Cahill". The signature is written in dark ink on a light background.

Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON,

RESPONDENTS.

Supreme Court Case No. 83258

Consolidated with 83260

Dist. Ct. Case No. A-18-767242-C

Consolidated with A-16-738444-C

**EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF
OPENING BRIEF**

**VOLUME II
AA0238 – AA0474**

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Rosa Solis-Rainey, Bar No. 7921

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***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2021-12-13	Order Consolidating and Partially Dismissing Appeals <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX***

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886

**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX**

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799
2021-12-13	Order Consolidating and Partially Dismissing Appeals, <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588

EXHIBIT S

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

DATE	DESCRIPTION	TIME
12.20.16	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.'s Substitution of Counsel	0.30
1.4.17	Review, Download & Save Joint Case Conference Report	0.30
1.6.17	Email to DSS re Lange K inserts added to MSJ	0.15
1.9.17	Review email from DSS re phone call to Pancoast	0.15
1.9.17	Review, Download & Save Defendant The Viking Corporation and Supply Network , Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.10.17	Review, Download & Save Plaintiffs Response to Defendants The Viking Corporation and Supply Network Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.11.17	Review email from DSS re making small changes to MSJ	0.15
1.13.17	Review, Download & Save Plaintiffs Motion for Summary Judgment	0.30
1.17.17	Review email from DSS re preparing written discovery and depo notices	0.15
1.17.17	Review email from DSS to Pancoast re moving MSJ hearing and Opp date	0.15
1.18.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment	0.30
1.19.17	Email chain with DSS re Viking's Opposition to MSJ	0.50
1.20.17	Email chain with DSS re Stackiewicz case	0.15
1.20.17	Review, Download & Save Notice of Video Deposition of Shelli Lange	0.30
1.20.17	Review, Download & Save Subpoena for Shelli Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition Bernie Lange	0.30
1.20.17	Review, Download & Save Subpoena for Bernie Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition of Tracey Garvey	0.30
1.20.17	Review, Download & Save Subpoena for Tracy Garvey	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

1.20.17	Review, Download & Save Notice of Video Deposition of Dustin Hamer	0.30
1.20.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
1.20.17	Review, Download & Save Notice of Video Deposition of Vince Diorio	0.30
1.20.17	Review, Download & Save Subpoena for Vince Diorio	0.30
1.23.17	Email to DSS re business court judge	0.15
1.23.17	Email to DSS re draft notices and SDT for review	0.15
1.24.17	Email chain with DSS re business court jurisdiction	0.15
1.24.17	Email chain with DSS re breach of contract COAs	0.25
1.24.17	Review, Download & Save Notice of Deposition of Custodian of Records for American Grating, LLC	0.30
1.24.17	Review, Download & Save Notice of Deposition of Custodian of Records for Giberti Construction, LLC	0.30
1.25.17	Review email chain with client and Janelle from DSS re objections to depositions of COR for American Grating and Giberti Construction	0.15
1.26.17	Email chain with DSS re Lange 30(b)(6) depo	0.25
1.26.17	Review, Download & Save Subpoena for Vince Diorio	0.30
1.26.17	Review, Download & Save Re-Notice of Video Deposition of Vince Diorio	0.30
1.26.17	Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer	0.30
1.26.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
1.26.17	Review, Download & Save Subpoena Duces Tecum 30b6 Lange Plumbing LLC	0.30
1.26.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC	0.30
1.27.17	Review email from DSS re preparing Viking 30(b)(6) depo notice	0.15
1.30.17	Review, Download & Save Subpoena Duces Tecum for American Grating, LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

1.30.17	Review, Download & Save Plaintiffs NRCP 45 Objections to Defendant The Viking Corp Subpoena Duces Tecum Directed to the Custodian of Records for American Grating	0.30
2.1.17	Review, Download & Save SUBP Subpoena Duces Tecum for Giberti Construction, LLC	0.30
2.1.17	Review, Download & Save Lange Plumbing's Response to The Viking Corp Demand for Prior Pleadings and Discovery	0.30
2.2.17	Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiff Motion for Summary Judgment	0.30
2.2.17	Review, Download & Save Subpoena for Bernie Lange	0.30
2.2.17	Review, Download & Save Re-Notice of Video Deposition of Bernie Lange	0.30
2.2.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.2.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.2.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
2.6.17	Review email from DSS re email client sent re trailer temperatures and link	0.50
2.6.17	Email chain with DSS re Motion to Amend Complain	0.15
2.7.17	Review email from DSS re Viking 30(b)(6) notice	0.15
2.9.17	Review, Download & Save Correspondence	0.30
2.10.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
2.10.17	Email chain with DSS re response to Pancoast re Dustin Hamer	0.15
2.10.17	Review email chain from DSS re correspondence from Sia about moving depositions	0.15
2.10.17	Review email from DSS to Sia re moving depositions	0.15
2.10.17	Review email chain with Sia, Pancoast and DSS re Lange employee Deposition dates	0.15
2.12.17	Email chain with DSS re re-noticing depositions of Hamer and Diorio	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.13.17	Email chain with DSS re court's availability for MSJ hearing	0.15
2.13.17	Review, Download & Save Plaintiffs Motion to Amend the Complaint on OST	0.30
2.13.17	Review, Download & Save Subpoena for Dustin Hamer	0.30
2.13.17	Review, Download & Save Re-Notice of Video Deposition of Dustin Hamer	0.30
2.13.17	Review, Download & Save Subpoena for Vince Diorio	0.30
2.13.17	Review, Download & Save Re-Notice of Video Deposition of Vince Diorio	0.30
2.15.17	Review, Download & Save Subpoena for Vince Diorio	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Virginia Brooks Duces Tecum	0.30
2.15.17	Review, Download & Save Subpoena for Virginia Brooks	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
2.15.17	Review, Download & Save Subpoena Duces Tecum for Jim Kreason	0.30
2.15.17	Review, Download & Save Notice of Continuation Video Deposition of Vince Diorio	0.30
2.15.17	Review, Download & Save Notice of Video Deposition of Brandon Lange	0.30
2.15.17	Review, Download & Save Subpoena for Brandon Lange	0.30
2.15.17	Review, Download & Save Re-Notice of Video Deposition of Bernie Lange	0.30
2.15.17	Review, Download & Save Subpoena for Bernie Lange	0.30
2.15.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.15.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.15.17	Review, Download & Save Plaintiffs First Supplement to Early Case Conference Witness and Exhibit List	0.30
2.15.17	Review email and attachment from DSS re document needing to be supplemented	0.25
2.15.17	Review email from DSS re noticing depositions of Lange employees	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.21.17	Email chain with DSS re exhibits for Dustin Hamer depo	0.15
2.21.17	Review Email and download deposition exhibits 1-8 from Oasis	0.25
2.21.17	Review, Download & Save Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening	0.30
2.21.17	Review, Download & Save Scheduling Order	0.30
2.22.17	Review, Download & Save Defendant Lange Plumbing, LLC's Third Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents	0.30
2.23.17	Review, Download & Save Subpoena for Virginia Brooks	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Virginia Brooks Duces Tecum	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
2.23.17	Review, Download & Save Subpoena for Jim Kreason	0.30
2.23.17	Review, Download & Save Re-Notice of Video Deposition of Shelli Lange	0.30
2.23.17	Review, Download & Save Subpoena for Shelli Lange	0.30
2.23.17	Review, Download & Save Notice of Vacating Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Defendant Lange Plumbing, LLC	0.30
2.23.17	Review, Download & Save Notice of Vacating Video Deposition of Tracey Garvey	0.30
2.23.17	Review, Download & Save Subpoena for Vince Diorio	0.30
2.23.17	Review, Download & Save Re – Notice of Continuation Video Deposition of Vince Diorio	0.30
2.26.17	Email to DSS re draft reply to motion to amend	0.15
2.27.17	Email chain with DSS re COR Depos for Giberti and American Grating	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

2.27.17	Review Email and download deposition from Oasis Reporting (Diorio)	0.25
2.27.17	Review Email and download deposition from Oasis Reporting (Hamer)	0.25
2.27.17	Review, Download & Save Reply to Defendant Lange Plumbing, LLC 's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on OST	0.30
2.28.17	Review, Download & Save Reply to all Defendants Opposition to Plaintiffs Motion for Summary Judgment	0.30
2.28.17	Review email from DSS to Pancoast re documents for COR depositions of Giberti and American Grating	0.15
2.28.17	Call with DSS	0.10
2.28.17	Call with DSS	0.15
2.28.17	Call with DSS	0.15
3.1.17	Email to DSS re Pancoast coming to office to review documents	0.15
3.1.17	Call with DSS	0.15
3.1.17	Review, Download & Save Order Setting Civil Jury Trial	0.30
3.1.17	Email to DSS re Edgeworth trial order	0.15
3.6.17	Review, Download & Save Plaintiffs Second Supplement to Early Case Conference Witness and Exhibit List	0.30
3.7.17	Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only	0.30
3.7.17	Review, Download & Save Offer of Judgment to Lange Plumbing, LLC	0.30
3.7.17	Review, Download & Save AOS	0.30
3.7.17	Review, Download & Save Initial Appearance Fee Disclosure of American Grating	0.30
3.7.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
3.7.17	Review, Download & Save Second Amended Complaint	0.30
3.7.17	Email to Pancoast and Sia re draft order to amend complaint and draft order for MSJ	0.15
3.7.17	Email chain with Sia re calculation of damages and depo of Brandon Lange	0.15
3.10.17	Email chain with Sia re signature pages for order to amend and Order on MSJ	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

3.10.17	Email chain with DSS re letter from Sia on withdrawing MSJ and her signature on proposed orders	0.25
3.10.17	Review, Download & Save Correspondence to Daniel Simon Esq.	0.30
3.13.17	Review, Download & Save Notice of Vacating Continuation Video Deposition of Vince Dioro	0.30
3.13.17	Review, Download & Save Re-Notice of Video Deposition of Brandon Lange	0.30
3.13.17	Review, Download & Save Subpoena for Brandon Lange	0.30
3.13.17	Review, Download & Save Re-Notice of Video Deposition of Brandon Lange	0.30
3.13.17	Review, Download & Save Subpoena for Brandon Lange	0.30
3.15.17	Review, Download & Save Correspondence to Daniel Simon, Esq.	0.30
3.15.17	Review, Download & Save Defendant Lange Plumbing's 4 th Supplemental Disclosure	0.30
3.16.17	Review, Download & Save Order Denying Plaintiffs Motion for Summary Judgment	0.30
3.17.17	Email chain with DSS re extension for Lange's response to OOJ	0.25
3.17.17	Email chain with Sia re OOJ and extension of time to respond	0.15
3.20.17	Review, Download & Save Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment	0.30
3.20.17	Review email from DSS to Sia re bate-stamping our exhibits in ECC Supplements	0.15
3.21.17	Email chain with Sia re bate-stamping ECC productions	0.15
3.21.17	Email chain with DSS re documents attached to supplement and review of the Kinsale file	0.15
3.21.17	Review, Download & Save Order Granting Plaintiffs Motion to Amend the Complaint	0.30
3.21.17	Review, Download & Save Requests for Production of Documents to Edgeworth Family Trust	0.30
3.21.17	Review, Download & Save Interrogatories to Edgeworth Family Trust	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

3.21.17	Review, Download & Save Plaintiffs Third Supplement to Early Case Conference Witness and Exhibit List	0.30
3.22.17	Review, Download & Save Lange Plumbing's 5 th Supplemental Disclosures	0.30
3.22.17	Review, Download & Save Notice of Entry of Order Granting Plaintiff's Motion to Amend the Complaint	0.30
3.22.17	Review, Download & Save Lange's First Requests for Production of Documents to The Viking Corp.	0.30
3.22.17	Review, Download & Save Lange's First Interrogatories to The Viking Corp.	0.30
3.23.17	Review email and download deposition from Oasis Reporting (Bernie Lange)	0.25
3.24.17	Review email from DSS to Sia re service of Amended Complaint on Lange	0.20
3.24.17	Review, Download & Save Correspondence to Daniel Simon, Esq.	0.30
3.27.17	Review, Download & Save Notice of Vacating Video Deposition of Virginia Brooks Duces Tecum Outside the State of Nevada	0.30
3.27.17	Review, Download & Save Plaintiffs 4 th Supplement to Early Case Conference Witness and Exhibit List	0.30
3.29.17	Review, Download & Save Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC Only	0.30
3.29.17	Call with DSS	0.15
3.29.17	Call with DSS	0.10
3.31.17	Call with DSS	0.15
3.31.17	Review, Download & Save Subpoena for PMK of The Viking Corporation	0.30
3.31.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation	0.30
4.4.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.5.17	Review, Download & Save Defendant / Third – Party Plaintiffs The Viking Corp and Supply Network, Inc.’s Initial Appearance Fee Disclosure [Third Party Complaint]	0.30
4.5.17	Email chain with DSS re exhibits he needs for Kreason and Brandon Lange depo	0.15
4.6.17	Review email from DSS re preparing 3 day notice of intent to default Lange	0.15
4.6.17	Review, Download & Save Correspondence	0.30
4.6.17	Review email from DSS to Sia re testing heads	0.15
4.7.17	Review, Download & Save Plaintiffs 5 th Supplement to Early Case Conference Witness and Exhibit List	0.30
4.7.17	Review, Download & Save Defendant Lange Plumbing, LLC’s Opposition to Plaintiff’s Motion for Summary Judgment	0.30
4.11.17	Review, Download & Save Notice of Intent to Enter Default Against Lange Plumbing, LLC	0.30
4.11.17	Review, Download & Save Notice of Deposition of Custodian of Records for Rimkus Consulting, Group , Inc.	0.30
4.12.17	Review, Download & Save Defendant Lange Plumbing’s Answer to Plaintiff’s Second Amended Complaint and Cross Claim	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for production to Lange Plumbing, LLC	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Lange Plumbing Inc.	0.30
4.13.17	Review, Download & Save Defendants The Viking Corporation Supply Network, Inc.’s Requests for production to Plaintiffs	0.30
4.13.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.’s Requests for Admission to Plaintiffs	0.30
4.13.17	Review, Download & Save Subpoena Duces Tecum of Designees of Viking Automatic Sprinkler Co.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.13.17	Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Viking Corporation	0.30
4.13.17	Review email chain from DSS requesting I re-notice depo of Viking 30(b)(6)	0.20
4.14.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder with Additional Points and Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment	0.30
4.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs	0.30
4.17.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Lange Plumbing, LLC	0.30
4.18.17	Review, Download & Save Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only	0.30
4.18.17	Review email from DSS to Sia re Kreason no show at depo	0.15
4.18.17	Review email from DSS re dropping off cc to Judge of Motion to compel Kreason	0.15
4.18.17	Review email and download deposition from Oasis Reporting (Brandon Lange and Non-Appearance of Kreason)	0.25
4.18.17	Review email and respond to email from Bill LaBorde with Oasis re rough transcript	0.15
4.20.17	Review email from Sia re testing of heads	0.20
4.21.17	Review email from DSS to Sia and Janet re testing protocol in writing	0.15
4.23.17	Review email from DSS requesting I do research on the contract prior to the MSJ hearing	0.15
4.24.17	Review email from DSS requesting I pull 3 rd party complaint Lange filed against Viking	0.15
4.24.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Interrogatories	0.30
4.24.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for production	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

4.25.17	Review email from DSS requesting I email 3 rd party complaint Lange filed against Viking	0.15
4.26.17	Review, Download & Save Notice of The Continued Deposition of Vincent Diorio	0.30
4.27.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Responses to Defendant Lange Plumbing, LLC's Request for Production of Documents	0.30
4.27.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answers to Defendant Lange Plumbing LLC's Interrogatories	0.30
4.27.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Objection to Subpoena	0.30
4.27.17	Review, Download & Save Correspondence	0.30
4.27.17	Review, Download & Save Plaintiffs 1 st Set of Interrogatories to Defendants The Viking Corporation	0.30
4.27.17	Review, Download & Save Plaintiffs' 1 st Set of Request for Admission to Defendants The Viking Corporation	0.30
4.27.17	Review email from DSS requesting draft notice of depo and SDT for Dan Cadden	0.15
4.27.17	Review email from DSS re what motions we need to file in Edgeworth and begin drafting	0.20
4.27.17	Email chain with DSS and JW re written discovery for Viking	0.15
4.27.17	Review email from DSS re pulling invoices from Viking to Lange showing heads purchased	0.15
4.27.17	Email chain between DSS, client and AF re drafting Viking SupplyNet notice	0.15
4.27.17	Review email from DSS re forward from client	0.40
4.28.17	Email chain with DSS re American Grating ECC and EFT Supp	0.15
4.28.17	Review email from DSS to Sia re lack of written protocol for testing	0.15
5.1.17	Review email and attachment from DSS re Viking's 2 nd Supp	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.1.17	Review, Download & Save Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition	0.30
5.1.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Request to Observe all Inspections and / or Testing Performed by any Party	0.30
5.1.17	Review, Download & Save SDT for Dan Cadden	0.30
5.1.17	Review, Download & Save Notice of Video Deposition of Dan Cadden	0.30
5.1.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Second Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
5.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc 3 rd Supplemental Disclosure Pursuant to NRCP 16 (a)(1)	0.30
5.2.17	Email chain with DSS requesting Viking 30(b)(6) notice, 3 rd party complaint and amended complaint emailed and printed	0.20
5.3.17	Review email and attachment from client re ISTA Temperature Report	0.15
5.3.17	Email chain with attachments from DSS forwarded from Hastings and Viking supply invoices and print for DSS	0.25
5.4.17	Review, Download & Save Plaintiffs' Motion to Compel the Deposition to Defendant Lange Plumbing, LLC 's 30b6 Designee and for Sanctions	0.30
5.4.17	Review, Download & Save SDT	0.30
5.4.17	Review, Download & Save Plaintiff American Grating, LLC's Early Case Conference Witness and Exhibit List	0.30
5.5.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 's 6 th Supplement to Early Case Conference Witness and Exhibit List (Doc provided by CD)	0.30
5.5.17	Email to Pancoast and Sia re hearing dates	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.5.17	Email chain with Sia re names of other Lange employees who were at Edgeworth home	0.25
5.5.17	Email chain with DSS and Janelle re June 7 th hearing	0.15
5.5.17	Review email and attachment from DSS to Bullock re 3 rd party complaint	0.20
5.5.17	Review email and attachments from DSS that were forwarded from client re gate entries	0.25
5.8.17	Review email from Sia re draft order for denial of MSJ	0.15
5.8.17	Email to Sia and Pancoast re draft SAO to continue hearing and motion to compel Kreason	0.15
5.8.17	Review, Download & Save SDT of Supply Network Inc. dba Viking Supplynet	0.30
5.8.17	Review, Download & Save -Notice of Video Deposition Duces Tecum Pursuant to NRC 30b6 of Designees of Supply Network, Inc. dba Viking Supplynet	0.30
5.8.17	Review, Download & Save Summons with Affidavit of Service – Giberti	0.30
5.8.17	Review, Download & Save Plaintiffs 1 st Set of Request for Production to Defendant Lange Plumbing LLC	0.30
5.8.17	Review, Download & Save Plaintiffs 1st set of Request for Admission to Defendant Lange Plumbing, LLC	0.30
5.8.17	Review, Download & Save Plaintiffs 1 st Set of Interrogatories to Defendants Lange Plumbing, LLC	0.30
5.8.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Responses to Defendant's Request for Admissions	0.30
5.8.17	Review, Download & Save Plaintiff Edgeworth Family Trust's Answers to Defendant's Interrogatories	0.30
5.8.17	Review, Download & Save SPlaintiff Edgeworth Family Trust's Responses to Defendant's Request for Production	0.30
5.8.17	Review, Download & Save ROC for Lange Plumbing's Motion to Compel	0.30
5.9.17	Review email from DSS re reference to Edgeworth house	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.10.17	Review, Download & Save Notice of Deposition of PMK for State Insulation, LLC	0.30
5.11.17	Review, Download & Save Notice Vacating Deposition of Custodian of Records for Rimkus Consulting Group, Inc.	0.30
5.11.17	Email chain with DSS re Mason depo scheduling	0.15
5.11.17	Email chain with DSS re weather expert	0.15
5.11.17	Email to Sia re missing pages from Lange's Motion to Compel release of sprinklers	0.15
5.11.17	Email chain with Janet re Edgeworth home inspection and discussion with DSS	0.25
5.12.17	Email to Janet re proposed stipulated protective order	0.15
5.12.17	Email to Olivas with additional documents for his review	0.15
5.15.17	Email chain with DSS re Opp to Lange's motion to compel sprinkler heads	0.15
5.15.17	Review, Download & Save Defendant /Third Party Plaintiffs The Viking Corp and Supply Network, Inc.'s Requests for Inspection	0.30
5.15.17	Review, Download & Save Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on OST	0.30
5.17.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla	0.30
5.17.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s 4 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
5.17.17&5.18.17	Email chain with DSS, Sia and AF re extension of Lange's Opp to MSJ	0.25
5.18.17	Email chain with Sia re SAO regarding briefing schedule	0.25
5.19.17	Review, Download & Save Defendants / Third Party Plaintiffs The Viking Corporation and Supply Network, Inc.'s Notice of Inspection	0.30
5.19.17	Review email from Tashia Garry re Viking notice of inspection	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.19.17	Review email and download deposition from Oasis Reporting (Martorano)	0.25
5.19.17	Review email from DSS to Sia and Pancoast re testing on June 22 nd	0.15
5.22.17	Review email from DSS re returning Amanda Kern call from City of Henderson	0.15
5.22.17	Email chain with DSS re changes to DCRR	0.15
5.23.17	Email chain with Sia re proposed DCRR from May hearing	0.25
5.23.17	Review, Download & Save Subpoena for Erik C. Johnson	0.30
5.23.17	Review, Download & Save Notice of Deposition of Erik C. Johnson	0.30
5.24.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross – Claim and Amended Counter- Claim	0.30
5.24.17	Email to client re Rimkus Consulting documents	0.15
5.24.17	Email to Hastings with additional documents for his review	0.15
5.24.17	Review email from client re Rimkus documents and response	0.25
5.24.17	Review email from DSS re professors for weather expert	0.15
5.25.17	Review email from Sia requesting Plaintiff's motion to compel Lange 30(b)(6) depo	0.20
5.25.17	Review, Download & Save Defendant the Viking Corp and Supply Network. Inc's Answers to Plaintiff's Request for Admissions	0.30
5.26.17	Email chain with DSS re Sia's email to withdraw MSJ; and subsequent review of DSS response to Sia	0.15
5.29.17	Review email chain between DSS and Pancoast re extension on Viking rog responses	0.15
5.30.17	Email chain with DSS re start time of 6/22/17 testing; subsequent email chain with Sia re timing	0.25
5.30.17	Email chain with Sia and Pancoast re start time of destructive testing	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

5.30.17	Email chain with Pancoast and Sia re names of people attending inspection at Edgeworth residence	0.15
5.30.17	Email chain re retaining Don Koch as expert and retainer agreement	0.25
5.30.17	Email chain with DSS re weather expert mike Schwob	0.15
5.30.17	Review email from DSS re preparation of expert designation	0.15
5.30.17	Email chain with DSS re Stipulated Protective Order	0.25
5.31.17	Email chain with DSS re draft of Reply to limited Opp to Motion to Compel Kreason	0.15
5.31.17	Review email chain from DSS to Pancoast re State Insulation depo	0.15
5.31.17	Review, Download & Save Proof of Service	0.30
5.31.17	Review, Download & Save Notice of Vacating Deposition of PMK of State Insulation, LLC	0.30
6.1.17	Review email from DSS re book (Real Estate Damages) to be ordered	0.15
6.1.17	Review email from DSS to Pancoast re inspection of Viking SupplyNet warehouse	0.15
6.1.17	Email chain with Sia, Pancoast re changes to the protective order	0.75
6.1.17	Review email from Sia re Lange's Opp to Planitiff's Motion to Compel	0.15
6.1.17	Review, Download & Save Defendant Lange Plumbing , LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions and Countermotion for Sanctions	0.30
6.1.17	Review, Download & Save SDT – of Supply Network, Inc. dba Viking Supplynet	0.30
6.1.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Suplepy Network, Inc. dba Viking Supplynet (Date Change Only)	0.30
6.1.17	Review, Download & Save Supply Network, Inc.'s Objection to Subpoena	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.2.17	Review, Download & Save Defendant Lange Plumbing, LLC 's Limited, LLC's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause and Compel James Kreason to Appear for Deposition	0.30
6.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answers to Plaintiffs Interrogatories	0.30
6.2.17	Review, Download & Save Lange's Responses to Viking's Requests for Production	0.30
6.2.17	Review, Download & Save Lange's Responses to Viking's Requests for Admission	0.30
6.2.17	Review, Download & Save Lange's Plumbing's Answers to Viking's Interrogatories	0.30
6.2.17	Review and respond to email from Jason Reeve re Don Koch agreement	0.25
6.2.17	Review email from client re preparing for Viking inspection	0.15
6.2.17	Email chain with DSS re producing prior pleadings to Nunez	0.15
6.2.17	Call with Client	0.15
6.2.17	Call with Client	0.15
6.2.17	Call with Pancoast	0.15
6.2.17	Call with Client	0.10
6.2.17	Call with DSS	0.15
6.5.17	Email chain with DSS re Reply to Compel Lange 30(b)(6)	0.15
6.5.17	Email chain with DSS and Pancoast re inspection email sent to Pancoast and follow up	0.25
6.5.17	Email chain with Pancoast re Inspection of Viking Supplynet	0.15
6.5.17	Review, Download & Save to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions	0.30
6.6.17	Review and respond to email from Sia re Dan Cadden Depo	0.15
6.6.17	Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Kreason	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.6.17	Review, Download & Save Notice of Hearing for Motion to Compel Kreason	0.30
6.6.17	Review, Download & Save CERT of Mailing of Notice of Hearing for Motion to Compel Lange Plumbing 30b6	0.30
6.6.17	Review, Download & Save Notice of Hearing for Motion to Compel Lange Plumbing 30b6	0.30
6.6.17	Review, Download & Save Plaintiff's Notice of Entry Upon Land/Site Inspection	0.30
6.6.17	Email chain with Janet, Sia, Nunez re Johnson depo dates	0.15
6.6.17	Review email from client re deposition questions client would like asked	0.50
6.6.17	Review email and attachment from client re Viking's inconsistent labeling	0.25
6.6.17	Review email and attachment from client re Viking box with production date on it	0.15
6.6.17	Email chain with client and Doug Purvis re meeting with Koch	0.15
6.6.17	Review email and link from DSS re UPS petition and notice of 30(b)(6)	0.40
6.7.17	Review, Download & Save DCRR	0.30
6.7.17	Review email from DSS re Johnson depo exhibits and response	0.15
6.8.17	Email chain with DSS re COR Depo of City of Henderson	0.15
6.8.17	Review email from client re skylights in the Supplynet building	0.15
6.8.17	Review email from client re other residences that took a long time from rough to final and then research of houses to get square footage	1.50
6.8.17	Review email and attachment from client re client's summary of Viking's false testimony based off of depo from Martorano	2.0
6.9.17	Review, Download & Save Subpoena Duces Tecum Lange Plumbing, LLC	0.30
6.9.17	Review, Download & Save Notice of Second Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Lange Plumbing, LLC	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.9.17	Review, Download & Save Subpoena Duces Tecum of Custodian of Records for City of Henderson, Building Department	0.30
6.9.17	Review, Download & Save Notice of Taking the Deposition of Custodian of Records for the City of Henderson Building Department	0.30
6.9.17	Review, Download & Save Subpoena for Kyle Mao	0.30
6.9.17	Review, Download & Save Notice of Video Deposition of Kyle Mao	0.30
6.9.17	Review, Download & Save Subpoena for Erik C. Johnson	0.30
6.9.17	Review, Download & Save Amended Notice of Video Deposition of Erik C. Johnson (Date Change Only)	0.30
6.9.17	Email chain with DSS re name of Viking SupplyNet worker	0.15
6.12.17	Review email from DSS to client re direct sunlight on sprinklers	0.15
6.12.17	Email to Pancoast re confirmation of Diorio depo	0.15
6.12.17	Review email from client requesting Vince Diorio depo and response	0.15
6.12.17	Email chain with client and DSS re direct sunlight in the house	0.25
6.12.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Demand for Jury Trial	0.30
6.12.17	Review, Download & Save Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure	0.30
6.12.17	Review, Download & Save Third – Party Defendant Giberti Construction LLC's Answer to Defendant/Third – Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corp and Supply Network, Inc. dba Viking Supplynet; and Cross – Complaint Against Lange Plumbing, LLC	0.30
6.12.17	Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Admissions	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.12.17	Review, Download & Save Lange Plumbing's Responses to Plaintiff's Requests for Production	0.30
6.12.17	Review, Download & Save Lange Plumbing's Answers to Plaintiff's First Set of Interrogatories	0.30
6.12.17	Review, Download & Save Plaintiffs' Amended Notice Entry Upon Land/Site Inspection (Time Change Only)	0.30
6.13.17	Email chain with Hastings re depositions taken in the case and response	0.25
6.13.17	Email chain with Sia and Pancoast re Diorio deposition	0.15
6.13.17	Review email and attachments from client re non visible possible defects	0.50
6.13.17	Email chain with DSS and Hastings re documents	0.15
6.14.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts	0.30
6.14.17	Review, Download & Save Lange Plumbing's 6 th Supplemental Disclosure	0.30
6.14.17	Review, Download & Save Amended Notice of Taking the Deposition of Vincent Diorio [TimeOnly]	0.30
6.14.17	Email to client re continuation of Diorio depo	0.15
6.14.17	Review email from Sia re 6.7.17 DCRR	0.15
6.15.17	Review email from Sia re Lange's 6 th ECC Disclosure	0.15
6.15.17	Email chain with Pancoast and Sia re changes to the Protective Order	0.50
6.15.17	Review email from DSS to Pancoast re document production	0.15
6.15.17	Review email from DSS to Hasting s re written protocol for testing	0.15
6.15.17	Email to Pancoast and Sia re draft DCRR from 6.7.17 hearing	0.15
6.16.17	Review email from Nicole Garcia re Ure signature pages ready for pick up	0.15
6.16.17	Email to Sia re signature page for 6.7.17 DCRR	0.15
6.16.17	Review email from Zamiski re testing protocol signature page	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.16.17	Email chain with DSS re Zamiski's signature page for written protocol for testing	0.15
6.16.17	Review email from DSS re locating document for client	0.15
6.16.17	Email chain with DSS re Giberti's Stip and Order to Extend Discovery	0.15
6.16.17	Review email from DSS to Nunez and Ure re Stip and Order to extend discovery	0.15
6.17.17	Call with DSS	0.10
6.19.17	Email chain with DSS re demand for prior pleadings by Giberti	0.15
6.19.17	Review email chain between DSS, Pancoast, Sia and Nunez re Kreason motion to compel and Kreason depo	0.20
6.19.17	Review email and download deposition from Oasis Reporting (Cadden)	0.25
6.19.17	Email chain with Pancoast re signature page for 6.7.17 DCRR	0.15
6.19.17	Email chain with Don Koch re his visit to the residence and his opinions	0.25
6.20.17	Email chain with Sia re protocol for destructive testing	0.15
6.20.17	Call with DSS	0.15
6.20.17	Email to Bill LaBorder requesting a complete set of depo exhibits	0.15
6.20.17	Email to Sia re who will be attending destructive testing	0.15
6.20.17	Review email and attachment from client re Vince Diorio depo	0.50
6.20.17	Email to Zamiksi re signature for testing protocol	0.15
6.20.17	Email chain with client re destructive testing protocol and response	0.75
6.20.17	Email to Don Koch with additional documents for his review	0.15
6.20.17	Email chain with DSS re phone call with Don Koch	0.15
6.20.17	Email chain with DSS and Janelle re hearing date for Kreason motion to compel	0.15
6.20.17	Email chain between DSS, Pancoast, Sia and Nunez re deposition scheduling of Diorio	0.15
6.20.17	Email chain with DSS re list of exhibits from depositions with attachment	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.20.17	Review, Download & Save Lange's 7 th Supplemental Disclosures	0.30
6.20.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 5 th Supplemental Disclosures Pursuant to NRCP 16(b)(1)	0.30
6.20.17	Review, Download & Save Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior Pleadings, Discovery, Records and Deposition Transcripts	0.30
6.20.17	Review, Download & Save Correspondence to DC Bulla regarding the June 21, 2017 Hearing	0.30
6.20.17	Review, Download & Save Subpoena Duces Tecum for Jim Kreason	0.30
6.20.17	Review, Download & Save Re- Notice of Video Deposition of Jim Kreason Duces Tecum	0.30
6.22.17	Review, Download & Save SDT of Supply Network, Inc., dba Viking Supplynet	0.30
6.22.17	Review, Download & Save Second Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30ba of Designees of Supply Network, Inc., dba Viking Supplynet Date Change Only)	0.30
6.22.17	Email to Zamiski and Hatsing re locations of sprinklers from Edgeworth house that will be used during destructive testing	0.15
6.22.17	Email to Zamiski with additional documents for his review	0.15
6.22.17	Call with DSS	0.10
6.22.17	Call with DSS	0.10
6.22.17	Call with DSS	0.15
6.23.17	Call with DSS	0.10
6.23.17	Call with DSS	0.25
6.23.17	Email to Hastings with additional documents for his review	0.15
6.23.17	Review email and attachments from client re nest energy history	0.25
6.23.17	Email chain with DSS and client re downloading and sending screenshots of nest energy history	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.26.17	Email chain with DSS re documents for Kreason depo (specifically Rimkus documents)	0.20
6.26.17	Review, Download & Save Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30
6.27.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Joinder to Giberti Construction, LLC 's Motion to Continue Discovery Deadlines	0.30
6.27.17	Email chain with Pancoast, Sia and Nunez re scheduling of Supplynet PMK Depo	0.25
6.28.17	Email chain with DSS re vacating Kreason Motion to compel	0.20
6.28.17	Email chain with DSS re Kyle Mao depo (my thoughts, exhibits pulled)	1.0
6.28.17	Review, Download & Save SDT of Supply Network, Inc. dba Viking Supplynet	0.30
6.28.17	Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30b6 of Designees of Supply Network, Inc, Viking Supplynet (Date Change Only)	0.30
6.28.17	Call with DSS	0.10
6.29.17	Review, Download & Save Notice of Change of Address	0.30
6.29.17	Review, Download & Save DCRR	0.30
6.29.17	Review, Download & Save Stipulated protective Order	0.30
6.29.17	Email to Amanda Kern with City of Henderson and attachment re Dan Cadden depo	0.25
6.30.17	Review email from DSS to Pancoast re missing Viking documents	0.20
6.30.17	Review, Download & Save SDT – for Robert Carnahan, P.E.	0.30
6.30.17	Review, Download & Save Notice of Taking Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
6.30.17	Review, Download & Save Subpoena for Raul De La Rosa	0.30
6.30.17	Review, Download & Save Notice of Video Deposition of Raul De La Rosa	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

6.30.17	Review, Download & Save Subpoena – James Cameron	0.30
6.30.17	Review, Download & Save Notice of Video Deposition of James Cameron	0.30
7.3.17	Review email and attachment from client re HVAC shut down at Edgeworth residence	0.25
7.5.17	Review, Download & Save Defendant/Cross Claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discoveryh	0.30
7.6.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s 6 th Supplemental Disclosures Pursuant to NRCp 16 (a)(1)	0.30
7.6.17	Email chain with Jessica Rogers re Viking disclosure	0.20
7.6.17	Email to Sia re Lange's expert's raw data	0.15
7.6.17	Email chain with DSS re Lange expert raw data from testing	0.25
7.6.17	Email chain with DSS re sending documents to Hastings	0.15
7.6.17	Email chain with DSS re moving Carnahan depo	0.15
7.7.17	Call with DSS	0.10
7.7.17	Call with DSS	0.25
7.7.17	Email to Sia, Pancoast and Nunez re depo of the COR of Henderson	0.15
7.10.17	Review, Download & Save Correspondence to Commissioner Bulla	0.30
7.10.17	Email chain with Sia re objection to Giberti motion to continue trial	0.15
7.10.17	Email to Hastings with additional documents for his review	0.15
7.10.17	Email to Zamiski with additional documents for his review	0.15
7.10.17	Email chain with client re Viking's production of documents and effect of the protective order	0.25
7.10.17	Email chain with DSS re documents Zamiski requested	0.15
7.10.17	Email chain with DSS re documents Viking produced and what experts need	0.20

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.10.17	Email and attachment to DSS with important Viking emails from recent production	0.25
7.10.17	Email chain with DSS re Johnson depo exhibits	0.20
7.10.17	Email chain with DSS with attachments re ACORE report and invoice	0.25
7.10.17	Email chain with DSS re Opposition	0.15
7.10.17	Email chain with DSS re Opp to Motion to extend discovery deadlines	0.25
7.11.17	Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30
7.11.17	Review, Download & Save Supplement to Plaintiffs' Motion to Compel the Deposition Defendant Lange Plumbing, LLC 's 30(b)(6) Designees and for Sanctions	0.30
7.11.17	Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corp and Supply Network's Amended Cross Claim	0.30
7.11.17	Review, Download & Save Defendant / Cross Claimant / Cross Defendant Lange Plumbing, LLC 's Answer to Giberti Construction, LLC's Cross Claim	0.30
7.11.17	Review, Download & Save SDT for Robert Carnahan, P.E.	0.30
7.11.17	Review, Download & Save Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
7.11.17	Review email and attachment from Jessica Rogers re correspondence from Pancoast to DC Bulla	0.25
7.11.17	Email to Hastings with additional documents for his review	0.15
7.11.17	Review email and attachment from DSS re Olivas CV	0.15
7.12.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 7 th Supplement to Early Case Conference Witness and Exhibit List	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.12.17	Email chain with DSS re revised supplemental JCCR	0.25
7.12.17	Review email from DSS to Nicole Garcia re DCRR re motion to extend discovery	0.15
7.12.17	Email chain with DSS and Zamiski re sprinklers being sent to Vollmer Grey	0.50
7.12.17	Review email from Nicole Garcia re Ure signature pages ready for pick up	0.15
7.12.17	Email to Victoria Boyd (Court reporter) for hearing transcript	0.15
7.13.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s Answer too Giberti Construction, LLC's Counterclaim	0.30
7.13.17	Email chain with Sia re picking up sprinkler heads from Converse Consulting	0.50
7.13.17	Email chain with DSS re Rimkus subpoena for documents	0.15
7.13.17	Review email from DSS re objection to confidentiality of Viking documents and response	0.15
7.14.17	Review email from DSS re Zamiski preparing chain of custody documents and response	0.15
7.14.17	Email chain with DSS re 2 nd Supplement to Lange Motion for sanctions	0.25
7.14.17	Review email from DSS re letter to Sia to be drafted re sanctions	0.75
7.14.17	Email chain with Zamiski re chain of custody documents for sprinkler	0.15
7.14.17	Review, Download & Save Giberti Construction, LLC's Mtn. to Extend Discovery Deadlines on OST	0.30
7.14.17	Review, Download & Save Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions	0.30
7.17.17	Review, Download & Save Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.17.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc.'s First Supplemental Answers to Plaintiffs' Interrogatories	0.30
7.17.17	Review email from Sia re DC ruling on Lange sanctions	0.15
7.17.17	Email chain with DSS re Giberti motion to extend discovery	0.15
7.18.17	Email chain with DSS re notice of 2.34 with Viking re deficient discovery responses	0.15
7.18.17	Email to Sia re Simon Law W9	0.15
7.18.17	Email chain with Pancoast re signature page for amended JCCR	0.15
7.18.17	Email chain with DSS re objection to confidentiality and response	0.25
7.18.17	Review email from DSS re printing all discovery responses	0.15
7.18.17	Review email and attachment from DSS re Caranahan depo and SDT and response	0.25
7.18.17	Review, Download & Save Letter to D. Simon from J. Pancoast	0.30
7.18.17	Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
7.19.17	Review, Download & Save Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order	0.30
7.19.17	Review, Download & Save Issued Commission to Take Out of State Deposition of Robert Carnahan, P.E.	0.30
7.19.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Robert Carnahan	0.30
7.19.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan , P.E.	0.30
7.19.17	Review, Download & Save Second Amended Notice of Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
7.19.17	Email chain with DSS re Lange's 8 th supplement and raw data from destructive testing	0.20
7.19.17	Email to client with summary chart of all emails from Viking	0.15
7.19.17	Review email from Sia re Lange's 8 th ECC Supp and attachments	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.19.17	Email to Hastings with additional documents for his review	0.15
7.19.17	Email to Zamiski with additional documents for his review	0.15
7.19.17	Review email from client re depo testimony about test results at 190 degrees	0.15
7.19.17	Review email from client requesting Martorano depo and response	0.15
7.19.17	Review email from DSS to client re Viking rep depo	0.15
7.19.17	Email chain with DSS re Sia's changes to the DCCR re Lange's sanctions	0.50
7.19.17	Review email from DSS re checking production to make sure we have produced proper documentation for all damages	0.15
7.20.17	Review email chain between DSS and Pancoast re EDCR 2.34 re deficient discovery responses	0.20
7.20.17	Review, Download & Save Letter to Attorney Simon re EDCR 2.34 Notice	0.30
7.20.17	Review, Download & Save Lange Plumbing's 8 th Supplemental Disclosures	0.30
7.21.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines	0.30
7.21.17	Review email from DSS to Pancoast re meet and confer	0.20
7.21.17	Email chain with attachment with DSS re documents being sent to expert	0.25
7.21.17	Email to Hastings requesting the readings for the Edgeworth home	0.15
7.21.17	Email to Don Koch re status of report	0.15
7.21.17	Review email from client re Viking giving us info on all sprinkler heads	0.15
7.21.17	Review email and link from client re Viking v. Harold Rodgers case in CA and response	0.50
7.22.17	Email to Don Koch with additional documents for his review	0.15
7.23.17	Review email and attachments from client re Viking tests	0.50
7.23.17	Review email from client re his opinion on the Vollmer gray report	0.25
7.23.17	Review email from client re UL 1626 bath test	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.24.17	Review, Download & Save J. Pancoast Letter to D. Simon	0.30
7.24.17	Review and respond to Rush Porter re Kevin Hasting's CV and testimony list	0.15
7.24.17	Email to Hastings requesting his CV for his report	0.15
7.24.17	Email chain to Don Koch re model from Purvis	0.25
7.24.17	Email chain with client re Harold Rogers contact	0.25
7.24.17	Review email and dropbox link from client re another VK457 failure	0.50
7.24.17	Review email from client re facts about attic we should know and analysis	0.25
7.24.17	Review email from client re number of days it was 100 degrees	0.15
7.24.17	Email chain with client re Purvis model being sent to Koch	0.25
7.24.17	Email chain with client re Viking supplemented any emails re the Edgeworth case	0.20
7.24.17	Review summary email from client re his theory on Viking's temperature position	0.50
7.24.17	Review email from DSS to client re kreason depo	0.15
7.24.17	Review email from DSS re Kreason depo	0.15
7.24.17	Review email from DSS re re-noticing Carnahan depo and response	0.15
7.24.17	Email chain with DSS re contacting Harold Rodgers	0.15
7.24.17	Review email from DSS to Pancoast re Rog Response No. 4	0.15
7.24.17	Review email from DSS re drafting Rimkus subpoena for other sprinklers and response	0.15
7.25.17	Email chain with DSS re vacating status check on Lange sanctions	0.25
7.25.17	Email to Sia re signature page for 7.12.17 DCCR	0.15
7.25.17	Email to Pancoast re missing documents from Viking's 6 th ECC Supplement	0.25
7.25.17	Review email and attachments from client re important documents of the VK457 that we need to understand	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.25.17	Review email from client and deposition cite from Martorano deposition re number of activations	0.15
7.25.17	Review email from client and inquiries into the case re Viking's disclosure of number of activations	0.15
7.25.17	Review email from client re UL 1626 requesting us to locate document in Viking's disclosure	0.50
7.25.17	Review email from client re summary of issues about Viking client would like us to explore	0.50
7.25.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc,'s Second Supplemental Answers to Plaintiffs' Interrogatories	0.30
7.25.17	Call with DSS	0.15
7.25.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Designee of the Viking Corporation	0.30
7.25.17	Review, Download & Save Third Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of the Viking Corp	0.30
7.25.17	Review, Download & Save SDT – for Robert Carnahan, P.E.	0.30
7.25.17	Review, Download & Save Third Amended Notice of Video Deposition of Robert Carnahan,P.E. Duces Tecum	0.30
7.25.17	Review, Download & Save SDT – for the Custodian of Records for Rimkus Consulting Group, Inc.	0.30
7.25.17	Review, Download & Save Notice of Deposition Duces Tecum of The Custodian of Records Rimkus Consulting Group, Inc	0.30
7.25.17	Review, Download & Save Subpoena Duces Tecum for The NRCP 30(b)(6) PMK for Zurich Insurance Company	0.30
7.25.17	Review, Download & Save Notice of Deposition of the NRCP 30 (b)(6) PMK Zurich Insurance Company	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review, Download & Save DCCR	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

7.26.17	Review, Download & Save Plaintiffs 2 nd Set of Interrogatories to Defendants The Viking Corp	0.30
7.26.17	Review, Download & Save Plaintiffs 2 nd Set of Requests for Production to Defendants The Viking Corporation	0.30
7.26.17	Review, Download & Save DCRR	0.30
7.26.17	Review email from DSS to Pancoast re Nationwide case	0.15
7.26.17	Review email and attachment from client re drawings and what client's staff can re-draw	0.25
7.26.17	Review email and attachment from client re mechanical engineering points client wants to talk to experts about and analysis	0.50
7.26.17	Review email from client re King County case	0.15
7.26.17	Review email from client re inquires why Viking was not disclosing premature activations	0.15
7.27.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order and Request for OST	0.30
7.27.17	Review, Download & Save Defendant Lange Plumbing, LLC 's Joinder to Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective order	0.30
7.27.17	Review, Download & Save SDT COR Rimkus Consulting Group, Inc.	0.30
7.27.17	Review, Download & Save Plaintiffs 1 st Set of Requests for Production to Defendants The Viking Corporation	0.30
7.28.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
7.28.17	Review email from client re important photo evidence and review document cited in email	0.25
7.31.17	Review email and deposition testimony cite from client re Viking not aware of documentation	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.1.17	Review email from DSS to Janelle re service of Zurich directly	0.15
8.1.17	Review, Download & Save Letter from J. Pancoast to D. Simon re. Amended Subpoena	0.30
8.1.17	Review, Download & Save The Viking Corp Verification Page to Second Supplemental Answer to Plaintiffs' Interrogatories	0.30
8.1.17	Review, Download & Save Letter for J. Pancoast to D. Simon	0.30
8.2.17	Review, Download & Save SDT for Zurich	0.30
8.2.17	Review, Download & Save Defendant The Viking Corp and Supply Network, Inc. 17 th Supplemental Disclosure	0.30
8.2.17	Review email from DSS to Pancoast re service of documents from recent production	0.15
8.3.17	Review email and attachment from client re an email that Viking "expects their findings to be shared"	0.25
8.3.17	Review email and attachment from client re UK threat by Viking	0.25
8.4.17	Email Chain with attachments with Sia re sanctions check	0.20
8.4.17	Review email and attachment from client re non-conforming hold	0.25
8.4.17	Review email and pictures from client re cut open VK457	0.25
8.4.17	Review, Download & Save SDT Angela Edgeworth	0.30
8.4.17	Review, Download & Save SDT Margaret Ho	0.30
8.4.17	Review, Download & Save SDT Colin Kendrick	0.30
8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Motion for Protective Order No. 2 and Request for OST	0.30
8.7.17	Review, Download & Save SDT Mark Giberti	0.30
8.7.17	Review, Download & Save SDT PMK of Edgeworth Family Trust	0.30
8.7.17	Review, Download & Save SDT PMK of American Grating	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Request for Production to Giberti Construction, LLC	0.30
8.7.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Interrogatories to Giberti Construction, Inc.	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of Mark Giberti	0.30
8.7.17	Review, Download & Save SDT for Mark Giberti	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust	0.30
8.7.17	Review, Download & Save Notice of Taking the Deposition of Angela Edgeworth	0.30
8.7.17	Review, Download & Save Notice of Taking Deposition for Kendrick Colin	0.30
8.7.17	Review, Download & Save SDT for Kendrick Colin	0.30
8.7.17	Review, Download & Save Notice of Deposition of Margaret Ho	0.30
8.7.17	Review, Download & Save SDT for Margaret Ho	0.30
8.7.17	Review email and attachment from client re defective head activations and comparison to Martorano testimony of 46	0.75
8.7.17	Review email and attachments from client re documents client would like to talk to expert about, including denial letters, material hold, exponent letter	0.75
8.7.17	Review email from client re his theory that people were being promoted despite cover-up	0.15
8.7.17	Email chain with DSS re Colin Kendrick and Margaret Ho	0.15
8.7.17	Review email from DSS re missed call from Fred Knez	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.7.17	Review email from DSS re drafting motion to amend to add Viking Corp and response	0.15
8.8.17	Email to Jessica Rogers re mandarin interpreter for Margaret Ho	0.15
8.8.17	Email chain with Ure re order to extend discovery	0.25
8.8.17	Email to Zamiski with additional documents for his review	0.15
8.8.17	Email to Zamiski requesting CV for expert disclosure	0.15
8.8.17	Review email and attachment from client re the cut open VK457 pic	0.25
8.8.17	Review email from client re labeling pictures	0.15
8.8.17	Review email and attachment from client re VK457 pic	0.25
8.8.17	Review email and attachments from client re Viking's pictures in reports and in powerpoints and analysis	0.50
8.8.17	Email chain with DSS re Viing's position of Martorano depo confidential	0.15
8.8.17	Email chain with DSS re documents still needed from Zamiski for expert disclosure	0.15
8.8.17	Review email from DSS re requesting hearing transcripts from Court and response	0.15
8.8.17	Call with DSS	0.10
8.8.17	Call with DSS	0.25
8.8.17	Call with DSS	0.25
8.9.17	Call with DSS	0.25
8.9.17	Call with DSS	0.10
8.9.17	Call with DSS	0.10
8.9.17	Review email from DSS re draft of motion to compel discovery from Viking and response	0.25
8.9.17	Email chain with DSS re draft notices for Viking employees in Michigan and notice of site inspection	0.40
8.9.17	Email chain with DSS re expert disclosure and addition of non-retained experts	0.30
8.9.17	Email chain with DSS re documents to send to Hastings from recent Viking productions	0.15
8.9.17	Review email chain with expert re what testing has to be done by UL	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.9.17	Review email and attachment from DSS and request to supplement fireplace pic and response	0.15
8.9.17	Email to Olivas requesting CV and hourly rate for expert disclosure	0.15
8.9.17	Email to Hastings with additional documents for his review	0.15
8.9.17	Review and respond to email from Beth Bernal with Vollmer Grey wit Zamiski CV and testimony list	0.15
8.9.17	Email chain with client re all of the Viking productions and my summary response after review of all 7 supplements	2.5
8.9.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 8 th Supplemental Disclosures Pursuant to NRCP 16.1	0.30
8.10.17	Review and respond to email from Julie Lord (Dept.10 clerk) re spelling an final version of the hearing transcripts	0.30
8.10.17	Email to Hastings with additional documents for his review	0.15
8.10.17	Email chain with client re UL documents in Viking's 8 th ECC Supplement	0.25
8.10.17	Email chain with client re clarification in Scott's deposition	0.15
8.10.17	Review email from client re load on link and which of our experts can test	0.15
8.10.17	Review email from client re constraints on what he can and cannot say	0.15
8.10.17	Review email from client re Viking v. FSS and Thorpe case and review document referenced in email	0.25
8.10.17	Review email from client re former CEO Kevin Ortyl and review documents referenced in email	0.25
8.10.17	Email chain with client re a Viking email without an attachment and review of all documents referenced by client	0.75
8.10.17	Review email from client re requesting me to upload documents and response	0.25
8.10.17	Review and respond to Shari Adair re Don Koch invoice	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.10.17	Review email from client re written discovery questions he wants to send to Viking	0.25
8.10.17	Email chain with DSS re Plaintiff's ECC Supp	0.15
8.10.17	Email chain with DSS re sending documents to Hastings	0.15
8.10.17	Review email chain with client re dates and times for Margaret Ho's deposition	0.15
8.10.17	Email chain with DSS re UL documents being sent to experts	0.15
8.10.17	Review email from DSS re printing specific document and response	0.15
8.10.17	Review email from DSS to client re load on link opinion	0.15
8.10.17	Email chain with DSS re Rimkus objection and drafting motion to compel	0.25
8.11.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s 9 th Supplemental Disclosures Pursuant to NRCP 16.1	0.30
8.11.17	Review email from DSS re prepare motion to amend to add Viking group and response	0.15
8.11.17	Review email from DSS re drafting written discovery based off of questions drafted by client and response	0.50
8.11.17	Review email from DSS re documents to be printed from Hastings and response	0.15
8.11.17	Review email from DSS re drafting written discovery based off of questions drafted by client and response	0.50
8.11.17	Review email and 13page attachment from client regarding Scott Martorano depo testimony and analysis of client's summary	2.75
8.11.17	Review email from client re client's questions for Viking and analyze	0.75
8.11.17	Review email from client re his summary of information he wanted to share with experts, review documents referenced in client's summary and analyze	1.25
8.11.17	Email chain from client re Margaret Ho availability	0.25
8.12.17	Review email and attachment from client re written discovery client would like sent to Viking and analysis of questions	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.12.17	Call with DSS	0.15
8.13.17	Review email from client re written discovery client would like sent to Viking and analysis of questions and discussion with DSS	1.25
8.14.17	Email to client with all Viking expert reports	0.15
8.14.17	Review, Download & Save Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-file, no reports attached)	0.30
8.14.17	Review, Download & Save Plaintiffs' Edgeworth Family Trust and American Grating, LLC's Initial Designation of Expert Witnesses and Reports (E-served, reports attached)	0.30
8.14.17	Review, Download & Save Plaintiffs' 2 nd Set of Requests for Admission to Defendants the Viking Corp	0.30
8.14.17	Review, Download & Save Plaintiffs 3 rd Set of Requests for Production to Defendants	0.30
8.14.17	Review, Download & Save Plaintiffs' 3 rd Set of Interrogatories to Defendants the Viking Corp	0.30
8.14.17	Review, Download & Save Defendants The Viking Corp and Supply Network Inc 10 th Supplemental Disclosures Pursuant to NRC 16 a 1	0.30
8.14.17	Review, Download & Save Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
8.14.17	Review, Download & Save Lange's 9 th Supplemental Disclosures	0.30
8.14.17	Review, Download & Save Lange's Designation of Expert Witnesses	0.30
8.14.17	Review, Download & Save Defendant Giberti Construction, LLC's Initial Expert Disclosures	0.30
8.14.17	Review, Download & Save Subpoena Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.14.17	Review, Download & Save Re – Notice of Deposition Duces Tecum of the Custodian of Records for Rimkus Consulting Group, Inc.	0.30
8.14.17	Review, Download & Save The Viking Corp and Supply Network, Inc.'s Designation of Expert Witnesses	0.30
8.14.17	Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday, March 7, 2017	0.30
8.14.17	Review, Download & Save Transcript of Proceedings All Pending Motions Tuesday April 25, 2017	0.30
8.14.17	Email to client re Defendant's Expert Reports uploaded to dropbox	0.15
8.14.17	Review email and link from client re guy in Florida who experienced flood	0.25
8.14.17	Email chain re load on link tests and corresponding documents produced in our case	1.25
8.14.17	Review email from client re dropbox; creation of central Edgeworth dropbox and uploading all documents into dropbox	0.50
8.14.17	Review email from client re difference if changed to greater or equal	0.15
8.14.17	Review email and attachments from client re National hourly weather data from Henderson	1.0
8.14.17	Email chain with DSS re Jennifer Brock with Zurich re SDT	0.25
8.14.17	Review email from DSS to Pancoast re expert reports not attached to disclosure	0.15
8.14.17	Review email and attachment from DSS re txt searchable version of UL	0.25
8.15.17	Email to Hastings with additional documents for his review	0.15
8.15.17	Email chain with client re missing documents; review of file for documents and response	0.75
8.15.17	Review email from client re Hasting's attic temperatures	0.15
8.15.17	Review email from client re 561 Fox Hill	0.15
8.15.17	Review email and attachments from client re Henderson weather	0.75

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.15.17	Review, Download & Save Subpoena Duces Tecum for Devin O'Dell	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Devin O'Dell Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Scott Franson	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Scott Franson Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connaw	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Sherri Simmons	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Tom O Connor Duces Tecum	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Sherri Simmons Duces Tecum	0.30
8.15.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
8.15.17	Review, Download & Save Notice of Video Deposition of Mike Bosma Duces Tecum	0.30
8.15.17	Review, Download & Save Plaintiffs' Opposition to Defendant the Viking Corp and Supply Network, Inc.'s Motions for Protective Orders and Requests for OST	0.30
8.15.17	Review, Download & Save Viking's Letter re Violation of Protective Order	0.30
8.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 12 th Supplemental Disclosures	0.30
8.16.17	Review, Download & Save Plaintiffs' Notice of Entry Upon Land/Site Inspection	0.30
8.16.17	Review, Download & Save- Subpoena Duces Tecum for Kevin Ortyl	0.30
8.16.17	Review, Download & Save Notice of Video Deposition of Kevin Ortyl Duces Tecum	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.16.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's 8 th Supplement to Early Case Conference Witness and Exhibit List	0.30
8.16.17	Review, Download & Save Proof of Service	0.30
8.16.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s 11 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
8.16.17	Email to Zamiski with additional documents for his review	0.15
8.16.17	Review email from client re number of activations and client's analysis	0.75
8.16.17	Email to client re all disclosures (ECC and expert) uploaded into dropbox	0.15
8.16.17	Email to client with Viking's 12 th ECC Supp	0.15
8.16.17	Email chain with client regarding missing documents; review of file for documents and response	1.50
8.16.17	Email chain with DSS and client re number of hours heat exceeded 100 degrees	0.15
8.16.17	Review email from DSS re Don Koch availability and response	0.15
8.16.17	Email chain with DSS re expert reports	0.25
8.16.17	Review email and attachments from DSS re Lange expert reports	0.25
8.16.17	Review email from DSS to Pancoast re depositions set for 9/8/17	0.15
8.16.17	Email chain with DSS re Viking's 12 th ECC Supplement and uploading docs to Dropbox	0.15
8.16.17	Review email from DSS to Fred Knez e deposition dates for Harold Rodgers	0.15
8.16.17	Email chain re deposition scheduling of Michigan Viking employees	0.25
8.16.17	Email to DSS re summary of Viking document dumps	1.75
8.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Reply Re: Motions for Protective Order [Nos. 1&2]	0.30
8.17.17	Review, Download & Save Plaintiffs' Motion to Compel Viking Documents and for Sanctions on OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.17.17	Email chain with DSS re sending Mark Giberti City of Henderson documents	0.15
8.17.17	Review email from DSS to Pancoast re document dumps	0.25
8.17.17	Email chain with DSS re motion to compel	0.15
8.17.17	Email chain with DSS re reports being sent to Zamiski	0.15
8.17.17	Email chain with Ure re receipt of Plaintiff's Motion to Compel Viking on OST	0.25
8.17.17	Email to Hastings with additional documents for his review	0.15
8.17.17	Email to Olivas with additional documents for his review	0.15
8.17.17	Email to Zamiski with additional documents for his review	0.15
8.17.17	Review email from client and response re location of the VIK documents in dropbox	0.25
8.17.17	Email chain with client re location and review of documents in Viking's 6 th Supplement; review of Viking entire 6 th supplement for client's requested docs	2.75
8.17.17	Email chain with client re city of Henderson documents	0.25
8.17.17	Review email from client re MSJ against Lange	0.15
8.18.17	Email to Hastings re request for him to Fed-Ex binder back	0.15
8.18.17	Review email from client re "just one family or house etc."	0.15
8.18.17	Email chain with client re Viking motion for protective order	0.20
8.18.17	Email chain with client re claim from Portland Winnelson	0.20
8.18.17	Review email from client re Viking's Motion and assertion re loan payment and client's opinion	0.25
8.18.17	Review email from DSS to Pancoast re Martorano verifications	0.15
8.18.17	Review, Download & Save Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum	0.30
8.18.17	Review, Download & Save Notice of Association of Counsel	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.18.17	Review, Download & Save Defendants The Viking Corp and Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel	0.30
8.18.17	Review, Download & Save ROC – Motion to Compel Viking Documents on OST	0.30
8.19.17	Review email from client re exponent report rationale	0.25
8.19.17	Review email and attachment of Viking powerpoint of residential sprinklers installation heat source from client re exponent report from 2015 and the	0.50
8.20.17	Email chain with Brian Garelli re documents to review for expert report	0.25
8.20.17	Call with DSS	0.10
8.20.17	Review email and attachments from client re Scott reference to database for number of activations	0.25
8.20.17	Review email from client re FSS discovery docs produced in Viking supplement	0.15
8.20.17	Email chain with client re Viking document dump	0.25
8.20.17	Review email from client re example that VK457 is extraordinary	0.25
8.20.17	Review email and attachment from client re Motion to compel	0.50
8.20.17	Review email from DSS re printing email of missing Viking documents and response	0.25
8.21.17	Review, Download & Save Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST	0.30
8.21.17	Email chain with DSS re Motion to Compel Rimkus	0.15
8.21.17	Review email and attachment from DSS re preparing commission to take out of state depo of Harold Rodgers and response	0.25
8.21.17	Email chain with DSS re new requests for production	0.15
8.21.17	Email chain with DSS re notice and SDT to 30(b)(6) or Reliable and 30(b)(6) of Tyco	0.25
8.21.17	Review email from Tashia Garry re Viking's 11 th ECC Supp	0.15
8.21.17	Email to Sia, Pancoast, Nunez re revised 7.12.17 DCRR	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.21.17	Review email from client re Reliable and Tyco depositions	0.15
8.21.17	Email chain with client re motion to compel and Viking motion for protective order	0.50
8.21.17	Review email from client re "rules of thumb" re screw/bolt and attachments	0.75
8.21.17	Email to Mr. Poland re Plaintiff's Motion to compel Rimkus	0.15
8.21.17	Email to client re Reply to Motion to Compel Viking	0.15
8.21.17	Review email from client re adding Angela to dropbox	0.25
8.22.17	Review email and attachment from client re Viking residential sprinkler installation publication	0.75
8.22.17	Review, Download & Save Plaintiffs' 4 th Set of Requests for Production to Defendants the Viking Corp	0.30
8.22.17	Review email from DSS re Viking emails	0.15
8.23.17	Email chain with client re nest information	0.25
8.23.17	Email chain with DSS re interior temps of Edgeworth house and what experts to send to	0.15
8.24.17	Review, Download & Save Plaintiffs' 3 rd Set of Requests for Admission to Defendants the Viking Corp	0.30
8.24.17	Email chain with Zamiski re sending more sprinklers to Vollmer Gray and the Fed-Ex tracking number	0.25
8.24.17	Review and respond to email from Susan Carbone re Sia signature page for DCRR	0.15
8.24.17	Review email from client re request for photos of bent lever bars and over screwed load screws; review of file and response with requested documents	1.25
8.25.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's First Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
8.25.17	Email to Crane Pomerantz re additional documents for review	0.25
8.25.17	Email chain with client re PDF of Margaret's promissory note and response	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.27.17	Review email from DSS re printing several copies of bent lever bars	0.15
8.28.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs Second Interrogatories	0.30
8.28.17	Email to client with summary and attachments for Thorpe and FSS case dockets	1.5
8.28.17	Email to Pancoast re DCRR template	0.15
8.28.17	Email to Crane Pomerantz with additional documents for his review	0.15
8.29.17	Email chain with Pancoast re calendar and hearings	0.25
8.29.17	Email chain with Ure re pick up of signature page for the 7.12.17 DCRR	0.15
8.29.17	Email to Don Koch with additional documents for his review	0.15
8.29.17	Review email from client re Thorpe and UL	0.25
8.29.17	Review email from client requesting Viking answers and response email with answers to client	0.50
8.29.17	Review email from client re Colin Kendrick's contact information	0.15
8.29.17	Call with DSS	0.25
8.29.17	Review email from client re depositions of Colin, Angela and Brian	0.15
8.29.17	Review email from DSS re delivery of Koch binder and response	0.15
8.29.17	Review email from DSS to Pancoast re heat invitation	0.15
8.29.17	Review email from DSS to Pancoast re deficient 2 nd set of Rogs	0.15
8.29.17	Review email from DSS re Jay McConnell phone call	0.15
8.29.17	Review, Download & Save Order granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines (1 st Request)	0.30
8.29.17	Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' Second Request for Production of Documents	0.30
8.29.17	Review, Download & Save Defendant The Viking Corp Responses to Plaintiffs' First Request for Production of Documents	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

8.29.17	Review, Download & Save Letter to D. Simon from J. Pancoast re. PMK Deposition Documents	0.30
8.30.17	Email chain with DSS re Viking's responses to Lange	0.50
8.30.17	Email to Hastings with additional documents for his review	0.15
8.30.17	Review email from client re questions client would like to ask Viking PMK Scott Martorano	0.50
8.30.17	Email chain with client re Thorpe and FSS case dockets	1.25
8.30.17	Review, Download & Save Notice of Entry of Order Granting Giberti Construction LLC's Motion Extend Discovery Deadlines	0.30
8.30.17	Review, Download & Save Defendant Supply Network, Inc.'s Objection to Subpoenas	0.30
8.30.17	Review, Download & Save Defendant The Viking Corporation's Supplemental Responses to Plaintiff's Second Set of Interrogatories	0.30
8.31.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet Opposition to Plaintiffs Motion to Amend Complaint to Add Viking Group, Inc.	0.30
9.1.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers	0.30
9.1.17	Call with DSS	0.25
9.1.17	Call with DSS	0.25
9.1.17	Review, Download & Save Commission To Take Deposition Outside the State of Nevada of Harold Rodgers	0.30
9.1.17	Review, Download & Save Subpoena Duces Tecum for Harold Rodgers	0.30
9.1.17	Review, Download & Save Notice of Video Deposition of Harold Rodgers Duces Tecum	0.30
9.1.17	Review, Download & Save Motion to Associate Counsel (Kenton L. Robinson)	0.30
9.1.17	Review, Download & Save Motion to Associate Counsel (John McConnell)	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.1.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Second Supplement to Its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.1.17	Email to Pancoast, Nunez, Sia, Robinson re mediation date	0.15
9.1.17	Review email from Bartlett re ZAIC deposition notice and subpoena	0.15
9.1.17	Email to Hastings with additional documents for his review	0.15
9.1.17	Email to Zamiski with additional documents for his review	0.15
9.1.17	Review email from client re VIKZ documents with addresses and request for list to cross reference; review of the VIKZ documents as relating to this email	1.75
9.2.17	Review email from client re missing documents and his creation of master index; review documents referenced in email	2.0
9.2.17	Email chain with client and DSS re UL definition of 1626	0.50
9.4.17	Review email from client re Carnahan report and questions client has for Zamisky and Hastings and review attachments	1.25
9.4.17	Review email from client re VKPC documents and respond	0.15
9.4.17	Review email and attachments from client re deception and lies to the public by Viking	2.75
9.4.17	Review email from client re RSS v. Viking case	0.15
9.2.17	Review email and attachments from DSS re UL's public definition of 1626 and response	0.50
9.5.17	Review email from DSS to Jen re amount of money owed to Carnahan for depo and response	0.15
9.5.17	Review email from DSS re re-serving depo notice for ZAIC and response	0.25
9.5.17	Email chain with DSS re re-scheduling depo of Harold Rodgers and PMK of EFT and AG	0.20
9.5.17	Email chain with DSS re discussing various issues re Edgeworth	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.5.17	Review, Download & Save Non – Party Rimkus Consulting Group, Inc. ‘s Opposition to Plaintiffs’ Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Counter-Motion to Quash, and Motion to Protective Order	0.30
9.5.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s Ninth Supplement to Early Case Conference Witness and Exhibit List	0.30
9.5.17	Review, Download & Save Plaintiffs’ Limited Opposition to Viking’s Motions to Associate Counsel on an OST	0.30
9.5.17	Review, Download & Save SO – Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30
9.5.17	Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum	0.30
9.5.17	Email chain with Nunez, Pancoast, Sia re mediation	0.15
9.5.17	Email to Bartlett re Amended Notice of 30(b)(6) deposition of Zurich	0.15
9.5.17	Email to Hastings with additional documents for his review	0.15
9.5.17	Email to Zamiski with additional documents for his review	0.15
9.5.17	Email to Don Koch with additional documents for his review and review of his response	0.25
9.5.17	Email to Crane Pomerantz with additional documents for his review	0.15
9.5.17	Review email from client re load on link QA records and attachments	1.0
9.5.17	Email chain with client re Viking design documents and response to client	0.25
9.5.17	Review email from client re Vk457 production numbers from from 11/2013 to 11/2014	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.5.17	Review email from client re documents that the client would like emailed to him; review of file for documents and response	1.25
9.5.17	Review email from client re spring compression fraud	0.25
9.5.17	Call with DSS	0.15
9.6.17	Call with DSS	0.25
9.6.17	Call with Pancoast	0.25
9.6.17	Call with DSS	0.15
9.6.17	Review email from DSS re adding additional topic to UL 30(b)(6) notice and response	0.15
9.6.17	Review email from DSS to Bartlett re ZAIC subpoena and ZAIC position	0.40
9.6.17	Review email and download deposition from Oasis Reporting (Martorano Vol.2)	0.25
9.6.17	Review email from client re exhibits contained in Viking production and attachments and analyze	1.5
9.6.17	Review email from client re 12lb load on link info and testing	0.25
9.6.17	Email chain with Pancoast, Sia, Ure re 8.23.17 DCCR and proposed changes	0.50
9.6.17	Review email from client re weather expert's deception in his report and attachments	1.25
9.7.17	Review email and download link from Jessica Rogers with Carnahan job file	0.25
9.7.17	Review email from Sia re carrier at mediation	0.15
9.7.17	Call with DSS	0.15
9.7.17	Email to client link to Carnahan job file	0.15
9.7.17	Email to Janet re not able to agree to home inspection after discussion with DSS	0.25
9.7.17	Review email from client re UL follow up program and review of documents referenced in email	1.20
9.7.17	Review email from client re review of Pancoast disclosure and attachment	0.25
9.7.17	Review email from client re Exponent billing	0.15
9.7.17	Review email from client re emails contained in Rob Carnahan file and review of documents referenced in email	0.75

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.7.17	Email chain to DSS re Carnahan job file produced by Viking morning of deposition	0.25
9.7.17	Review email and attachment from DSS document to include in Motion to Strike and response	0.25
9.7.17	Email chain with DSS re mediation agreement	0.15
9.8.17	Review email from DSS to Sia re Kinsale carrier present at mediation	0.15
9.8.17	Review email from DSS re UL expert and request to finalize UL depo notice	0.15
9.8.17	Email chain with DSS re 8/23/17 DCRR and Viking's proposed changes	0.25
9.8.17	Review email from DSS re motions that need to be drafted	0.75
9.8.17	Review email from DSS re new topics for UL depo notice and response	0.50
9.8.17	Email chain with DSS re inspection of Mark Giberti job file by his lawyer	0.15
9.8.17	Email chain with DSS re Motion to Strike Carnahan and Motion to Strike Rosenthal	0.50
9.8.17	Email chain with DSS re ZAIC subpoena and response to ZAIC attorney	0.75
9.8.17	Email chain with DSS re topics in UL depo notice that may violate protective order	1.5
9.8.17	Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for Edgeworth Family Trust	0.30
9.8.17	Review, Download & Save Amended Notice of Taking Deposition of NRCP 30(b)(6) Person Most Knowledgeable Family Trust	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Person Most Knowledgeable for American Grating, LLC	0.30
9.8.17	Review, Download & Save Amended Notice of Taking the Deposition of NRCP 30(b)(6) Person Most Knowledgeable for American Grating, LLC	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.8.17	Review, Download & Save Amended Notice of Deposition of the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces	0.30
9.8.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
9.8.17	Review, Download & Save Amended Notice of Deposition for Kendrick Colin	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Colin Kendrick	0.30
9.8.17	Review, Download & Save Amended Notice of Deposition for Margaret Ho	0.30
9.8.17	Review, Download & Save Subpoena Duces Tecum for Margaret Ho	0.30
9.8.17	Email to Bartlett re Amended Notice of Zurich 30(b)(6) Notice	0.15
9.8.17	Review email and attachments from client re the weight the link tears and analyze and discussion with DSS	1.5
9.8.17	Email chain with client re PMK Depo	0.15
9.8.17	Review email from client re impossible to calculate force to sheer link and analyze	0.50
9.8.17	Email chain with client and DSS re Viking's UL expert and review attachments	0.50
9.8.17	Review email from client re points he would like Hastings and Zamiski to address in their reports	0.25
9.8.17	Review email from client re photo fraud and analysis of photo fraud document drafted by client	2.5
9.9.17	Review email from client re requests from Viking before mediation and review of documents referenced in email	1.5
9.9.17	Review email from client re admissions client would like from Viking and draft written discovery	1.5
9.9.17	Email chain with client re history of VC, VIK and VIKZ	0.25
9.9.17	Review email from DSS re additional topics for UL notice and response	0.25
9.10.17	Email chain with client re all deposition dates scheduled and pending and response email after review of calendar and notices	1.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.10.17	Review email from client re objection chart client created during Carnahan depo	0.50
9.10.17	Review email and attachment from client re conversation with expert Zamisky re testing and overtightening of screw and analyze	0.50
9.11.17	Email to Jessica Rogers re Olivas expert report with color photos	0.15
9.11.17	Email to Debbie Holloman at JAMS re mediation agreement	0.15
9.11.17	Email chain with Bartlett re amended deposition notice	0.25
9.11.17	Email to Zamiski with additional documents for his review	0.15
9.11.17	Email to Hastings with additional documents for his review	0.15
9.11.17	Review email from client re mediation scheduling	0.15
9.11.17	Review email from DSS to Pancoast re information Martorano promised in depo	0.15
9.11.17	Email chain with DSS re 8/23/17 DCRR	0.25
9.11.17	Email chain with DSS re Edgeworth case schedule	1.0
9.11.17	Review, Download & Save Defendant Giberti Construction LLC 's Responses to The Viking Corporation's First Set of Interrogatories	0.30
9.11.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Responses to Viking Corp's First Set of Request for Production	0.30
9.11.17	Review, Download & Save Defendants the Viking Corp and Siupply Network, Inc.'s Motion to Compel Home Inspection and or in the Alternative Motion to Strike Portions of Expert Testimony and OST	0.30
9.12.17	Review, Download & Save Non Party Rimkus Consulting Group, Inc.'s Supplement to Its Opposition to Plaintiffs Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter- Motion to Quash, and Motion for Protective Order	0.30
9.12.17	Call with Client	0.15
9.12.17	Call with Client	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.12.17	Call with DSS	0.15
9.12.17	Review, Download & Save Plaintiffs' Opposition to Defendants the Viking Corporation and Supply Network, Inc.'s Motion to Compel Home Inspection and Or in the Alternative Motion to Strike Portions of Expert Testimony on OST	0.30
9.12.17	Review, Download & Save RPLY- to Defendants the Viking Corp and Supply Network, Inc. dba Viking Supply Net's Opposition to Plaintiff's Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
9.12.17	Review, Download & Save Plaintiffs' Reply to Defendants the Viking Corp and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.	0.30
9.12.17	Review, Download & Save Amended Notice of Taking Deposition of Angela Edgeworth	0.30
9.12.17	Email chain with Zamiski re exhibits for Carnahan depo	0.15
9.12.17	Review email from client re Suggs Report and his discussions with Giberti	0.15
9.12.17	Email chain with client re Viking's motion to strike expert and motion to compel home inspection	0.25
9.12.17	Review email from DSS re Opp to motion to compel inspection	0.15
9.12.17	Review email from DSS re revised reply to motion to amend and response	0.15
9.12.17	Email chain with DSS re motion to compel re heat powerpoint documents	0.15
9.12.17	Review email from DSS to client re rebuttal to Suggs report	0.15
9.13.17	Email chain with DSS re documents being sent to Zamiski	0.15
9.13.17	Review email and attachment from DSS re documents to include in next ECC Supp and response	0.15
9.13.17	Review email from DSS re documents he needs for hearing and response	0.15
9.13.17	Review email from DSS re Michigan Viking employees amended depositions	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save COMM to take out of State Deposition Harold Rodgers	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers	0.30
9.13.17	Review, Download & Save COMM to Take out of State Deposition UL Laboratories	0.30
9.13.17	Review, Download & Save APCOM-Application for Issuance of Commission to Take Out of State Deposition UL Laboratories	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Tyco	0.30
9.13.17	Review, Download & Save COMM to Take Out of State Deposition Tyco	0.30
9.13.17	Review, Download & Save Application of issuance of Commission to Take Out of State Deposition of Reliable	0.30
9.13.17	Review, Download & Save to Take Out of State Deposition of Reliable	0.30
9.13.17	Review, Download & Save COMM to Take Out of State Deposition Viking Group	0.30
9.13.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Viking Group	0.30
9.13.17	Review, Download & Save Amended Order Setting Civil Jury Trial	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Scott Franson	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Scott Franson Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Sherri Simmons	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save Amended Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connor	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition to Tom O'Connor	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Devine ODell	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Mike Bosma Duces Tecum	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Devin ODell	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl	0.30
9.13.17	Review, Download & Save Amended Notice of video Deposition of Kevin Ortyl Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Doug Bensinger	0.30
9.13.17	Review, Download & Save Notice of Video Deposition of Doug Bensinger Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for Harold Rogers	0.30
9.13.17	Review, Download & Save Amended Notice of Video Deposition of Harold Rogers Duces Tecum	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for 30(b)(6) of the Designees of Underwriters Laboratories	0.30
9.13.17	Review, Download & Save Plaintiffs' Amended Notice of Entry Upon Land / Site Inspection	0.30
9.13.17	Review, Download & Save Plaintiffs' 5 th Set of Requests for Production to Defendants the Viking Corporation	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Underwriters Laboratories, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.13.17	Review, Download & Save Plaintiffs' 4 th Set of Interrogatories to Defendants the Viking Corporation	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Viking Group, Inc.	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Viking Group, Inc.	0.30
9.13.17	Review, Download & Save Plaintiffs' 4 th Set of Requests for Admission to Defendants the Viking Corp	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Tyco Fire Protection Products	0.30
9.13.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc	0.30
9.13.17	Review, Download & Save Notice of video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) Of Designees of Tyco Fire Protection Products	0.30
9.13.17	Review, Download & Save Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(b)(6) of Designees of Reliable Automatic Sprinkler Company, Inc.	0.30
9.13.17	Review, Download & Save Order Admitting to Practice (Kenton L. Robinson)	0.30
9.13.17	Review, Download & Save Order Admitting to Practice (John W. McConnell III)	0.30
9.13.17	Review email from Sia re current fees and costs	0.15
9.13.17	Review email from Robinson re deposition dates for Zamiski, Hastings, Olivas	0.15
9.14.17	Email chain with Robinson re Simmons deposition notice	0.25
9.14.17	Email chain with Ure re Giberti inspection of documents at office	0.25
9.14.17	Email to Zamiski with additional documents for his review	0.15
9.14.17	Review email from Don Koch re documents and his position	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.14.17	Review email and attachment from client re Bert Howe report	1.0
9.14.17	Email chain with client re documents Zamiski needs	1.0
9.14.17	Review email and attachments re investor emails	0.25
9.14.17	Review email from client re Howe report	0.15
9.14.17	Call with Client	0.15
9.14.17	Call with Client	0.40
9.14.17	Email chain with client re discussion about hearing	0.15
9.14.17	Email to Crane Pomerantz with additional documents for his review	0.25
9.14.17	Review, Download & Save Non – Party Rimkus Consulting Group, Inc.’s Opposition to Plaintiffs’ Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Opposition to Counter-Motion to Quash and Motion Protective Order	0.30
9.14.17	Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs Third Interrogatories	0.30
9.14.17	Review, Download & Save Defendant the Viking Corporation’s Responses to Plaintiffs’ Third Requests for Production of Documents	0.30
9.14.17	Review, Download & Save Defendant The Viking Corporation’s Responses to Plaintiffs’ Second Requests for Admissions	0.30
9.14.17	Review, Download & Save Amended Notice of Taking the Deposition of Angela Edgeworth	0.30
9.14.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC’s Third Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.14.17	Email chain with DSS re Ure coming to inspect Giberti file	0.15
9.14.17	Review email and attachment from DSS re PMK depo pages from client for motion to strike	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.14.17	Review email from DSS re new dates to send to Robinson re expert depositions	0.15
9.15.17	Review email and attachment from DSS re Viking BlazeMaster piping ratings attachment and request to send to Koch	0.25
9.15.17	Review email and attachment from DSS re allowable attic temps and request to send to Koch	0.25
9.15.17	Review email from DSS to Bartless re ZAIC subpoena	0.15
9.15.17	Email chain with DSS re exhibits for Angela's depo	0.15
9.15.17	Email chain with DSS re depo notice of Nate Wittasek	0.25
9.15.17	Email chain with DSS re sending Pancoast UL letter to all experts	0.20
9.15.17	Email chain with DSS re 2.34 for Viking re deficient written discovery responses	0.15
9.15.17	Email chain with DSS re Viking's "searchable index"	0.25
9.15.17	Email chain with DSS re subjects for Viking 30(b)(6) about minimax	0.30
9.15.17	Review, Download & Save Amended Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
9.15.17	Review, Download & Save Notice of Telephonic 2.34 Conference with Viking Defendants	0.30
9.15.17	Review, Download & Save Amended Notice of Taking Deposition of Sherri Simmons Duces Tecum	0.30
9.15.17	Email to Hastings with additional documents for his review	0.15
9.15.17	Email chain with client re hourly temps and info sent to Koch	0.25
9.15.17	Review email and link from Don Koch for DSS	0.25
9.15.17	Email to Zamiski with additional documents for his review	0.15
9.15.17	Email to Don Koch with additional documents for his review	0.15
9.15.17	Review email and attachment from client re UL Testing descriptions	1.25
9.15.17	Email to Crane Pomerantz with additional documents for his review	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.16.17	Call with DSS	0.15
9.17.17	Email chain and attachments with client and DSS re what documents experts need	1.0
9.17.17	Email to Don Koch requesting CV for expert disclosure	0.15
9.17.17	Review email from client re David Suggs report and response	0.25
9.17.17	Review email and attachment from DSS re Brian Garelli CV	0.15
9.17.17	Email chain with DSS re adding depo testimony in Carnahan motion to compel	0.15
9.18.17	Email chain with DSS re documents being sent to Hastings	0.15
9.18.17	Review email from DSS re stuff to add to Carnahan motion to compel	0.20
9.18.17	Review email from DSS re changing Rosenthal motion to OST and response	0.15
9.18.17	Review email from DSS re providing expert depo dates for Olivas to Robinson and response	0.15
9.18.17	Email chain with DSS re Brian Garelli documents for expert disclosure	0.20
9.18.17	Review email from DSS re Colin Kendrick depo	0.15
9.18.17	Review email from DSS re documents sent by client and request to forward to Koch	0.15
9.18.17	Call with Client	0.15
9.18.17	Call with Client	0.15
9.18.17	Email chain with DSS re meet and confer with Pancoast on motion to compel	0.20
9.18.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (E-file- no reports attached)	0.30
9.18.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports (Service only- reports attached)	0.30
9.18.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc's 13 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.18.17	Review, Download & Save The Viking Corporation and Supply Network, Inc's Supplemental Designation of Expert Witness	0.30
9.18.17	Review, Download & Save Lange Plumbing's 10 th Supplemental 16.1 Disclosures	0.30
9.18.17	Review, Download & Save Lange Plumbing's Designation of Rebuttal Expert Witnesses	0.30
9.18.17	Review, Download & Save Notice of Deposition of Gerald Zamiski	0.30
9.18.17	Review, Download & Save Notice of Deposition of Kevin Hastings	0.30
9.18.17	Review, Download & Save Notice of Taking Deposition – John Olivas	0.30
9.18.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's 4 th Supplement to its Initial Early Case Conference Disclosure of Documents and Witnesses	0.30
9.18.17	Review, Download & Save Third Party Defendant Giberti Construction, LLC's Designation of Rebuttal Expert Witnesses	0.30
9.18.17	Review email and download rough deposition from Oasis Reporting (Angela Edgeworth)	0.25
9.18.17	Review email from Colin Kendrick re deposition	0.15
9.18.17	Review email and respond to email from Bill LaBorde with Oasis re rough transcript	0.15
9.18.17	Email chain with Bartlett re meet and confer	0.25
9.18.17	Review email from client re American Grating hourly billing rate	0.15
9.18.17	Review email from client re disagreement with Zamiski report and calculations why it was more than 1 turn and analysis	0.20
9.18.17	Email to Hastings with additional documents for his review	0.15
9.18.17	Review email and attachment from client re NFPA13D	0.25
9.18.17	Email to client re pics Hastings is using in his report	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.18.17	Review email and attachment from client re torn link	0.25
9.18.17	Review and respond to email from Evelyn Chun re expert depo dates	0.15
9.18.17	Email to Don Koch with additional documents for his review	0.25
9.19.17	Review and respond to email from Jason Reese re receipt fo Don Koch report	0.15
9.19.17	Email to Pancoast re confirmation of DeLARosa depo	0.15
9.19.17	Review email from Robinson re calling him for all future 2.34 conferences	0.15
9.19.17	Email to Hastings re deposition notice	0.15
9.19.17	Email to Olivas re deposition notice	0.15
9.19.17	Email to Zamiski re deposition notice	0.15
9.19.17	Email chain with client re Rosenthal and heat article cited	0.75
9.19.17	Email to client re rebuttal reports uploaded to dropbox	0.15
9.19.17	Email to Sia re vacating depo of Mr. Cameron	0.15
9.19.17	Review email and attachment from client re the number of hours temp was over 100	0.50
9.20.17	Email to Hastings with additional documents for his review	0.15
9.20.17	Review email from client re questions for Mark Giberti depo	0.25
9.20.17	Review email from client re Howe Report and analysis of email, Howe report and discussion with DSS	2.5
9.20.17	Email chain with client re city of Henderson inspection report	0.15
9.20.17	Review, Download & Save Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation and Supply Network, Inc. dba Viking Supplynet 's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST	0.30
9.20.17	Review, Download & Save Notice of Vacating Video Deposition of Custodian of Records for Rimkus Consulting Group, Inc.	0.30
9.20.17	Review, Download & Save Notice of Vacating Video Deposition of James Cameron	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9/20/17	Attend Hearing re: Motion to Compel Rimkus Depo and	5.25
9/20/17	Draft and serve notice to vacate COR depo of Rimkus	0.5
9.20.17	Review email from DSS requesting Pomerantz report be sent to Hastings	0.15
9.20.17	Review email from DSS re lawyers in Riverside to represent us for Harold Rodgers depo	0.15
9.21.17	Email chain with DSS re drafting MSJ against Lange only	0.15
9.21.17	Email chain with DSS re email from Kreason about cabinets and fireplace	0.25
9.21.17	Call with DSS	0.25
9.21.17	Email chain with DSS re call with Hastings re Pomerantz report	0.15
9.21.17	Review, Download & Save Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on OST	0.30
9.21.17	Review, Download & Save Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC . Only	0.30
9/21/17	Draft Motion to Strike	2.5
9/21/17	Draft order granting motion to amend complaint	1.25
9/21/17	Revise, pull exhibits and serve MSJ against Lange Plumbing	2.25
9.21.17	Email chain with client re dba of Giberti construction	0.15
9/22/17	Discuss case and strategy with DSS	1.0
9/22/17	Draft Motion to Strike	3.0
9/22/17	Review Viking's Third Supplemental Answers to Plaintiffs' 1 st set of Rogs	0.5
9/22/17	Review Viking's Responses to Plaintiffs' 3 rd Set of RFAs	0.25
9/22/17	Review Viking's Responses to Plaintiffs' 3 rd Set of RFPs	0.25
9/22/17	Draft and Serve Plaintiffs' 10 th ECC Supplement	1.0
9.22.17	Review email from Bill LaBorde re Giberti rough transcript	0.15
9.22.17	Review email from Bartlett re ZAIC subpoena	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.22.17	Review email and attachment from client re UL test for load on link and client's analysis	0.75
9.22.17	Email chain with DSS re additional points for motion to strike	0.50
9.22.17	Email chain with DSS and client re actual fireplace repair costs	0.15
9.22.17	Review, Download & Save Defendants The Viking Corp and Supply Network , Inc.'s 14 th Supplemental Disclosure Pursuant to NRCP 16.1	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Second Supplemental Responses to Plaintiffs' Second Set of Interrogatories	0.30
9.22.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC 10 th Supplement to Early Case Conference Witness and Exhibit List	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Response to Plaintiffs' Requests for Production of Documents, Set Four	0.30
9.22.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for Admission, Set Three	0.30
9.22.17	Review, Download & Save Amended Notice of Taking the Deposition of Brian Edgeworth and NRCP 30(b)(6) Person Most Knowledgeable for Edgeworth Family Trust and American Grating, LLC	0.30
9.22.17	Review, Download & Save Notice of Vacating the Deposition of Person Most Knowledgeable for American Grating, LLC 10.5.17	0.30
9.22.17	Review, Download & Save Defendants The Viking Corporation's Second Supplemental Answers to Plaintiffs' First Set of Interrogatories	0.30
9.22.17	Review, Download & Save ROC of Plaintiffs' motion to exclude Rosenthal on OST	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.22.17	Review, Download & Save ROC of Plaintiff's motion for Summary Judgement on OST	0.30
9.22.17	Email chain with client re written discovery responses and request for documents	0.25
9.22.17	Review email from client re UL testing and load on link analysis	0.50
9.23.17	Review email from client re amended list of activations and review documents identified in email	1.0
9.23.17	Review email and attachments from client re load on link argument and analyze	1.5
9.24.17	Review email from client re activation list and review documents identified in email	1.25
9.25.17	Email chain from client re Glen Rigdon entering property and respond	0.50
9/25/17	Revise and pull exhibits Motion to Strike on OST	3.5
9/25/17	Review Viking's Second Supplemental Answers to Plaintiffs' 2 nd set of Rogs	0.5
9/25/17	Draft DCRR for 9/20/17 Hearing	1.25
9/25/17	Draft DCRR for 9/13/17 Hearing	1.25
9/26/17	Prepare and attend Raul DeLa Rosa Deposition	3.25
9.26.17	Call with Client	0.15
9.26.17	Call with DSS	0.10
9.26.17	Call with DSS	0.10
9/26/17	Review Giberti's Joinder to Motion to Compel Carnahan	0.25
9/26/17	Draft and serve Amended Notice to COR of Zurch	0.25
9/26/17	Review Viking's 14th ECC Supplement	2.0
9.26.17	Review email and download deposition from Oasis Reporting (Angela Edgeworth)	0.25
9.26.17	Email chain with Robinson re deposition scheduling of Viking employees for October 25 th and 26 th and review of calendar	0.25
9.26.17	Email to Pancoast requesting production of documents referenced in De La Rosa Depo	0.15
9.26.17	Email to Robinson re confirmation all known activations	0.15
9.26.17	Review email from Bartlett re extension to produce list of activations and deposition date	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.26.17	Review, Download & Save Subpoena Duces Tecum for the NRCP 30(b)(6) Person Most Knowledgeable for Zurich American Insurance Company	0.30
9.26.17	Review, Download & Save Amended Notice of Taking Deposition of the NRCP (B)(6) Person Most Knowledgeable for Zurich American Insurance Company Duces Tecum	0.30
9.26.17	Review, Download & Save Third Party Defendant Gilberti Construction LLC Joinder to Plaintiffs Motion to Compel Testimony and Evidence of Defendants, The Viking Corp and Supply Net Inc. dba Viking Supply Net Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Review, Download & Save DCRR	0.30
9.27.17	Email to Janet re missing VIKZ documents from supplemental production	0.15
9.27.17	Email to Bartlett re Amended Deposition Notice of 30(b)(6) of Zurich	0.15
9.27.17	Review email from client re VIKZ docs that contain credit applications. Review documents. Respond	0.50
9.27.17	Review and respond to email from Jessica Rogers re Viking's 14 th ECC Supp	0.15
9.27.17	Review email from client re Viking's PMK written statements re number of activations. Review of VIKZ documents	0.75
9.27.17	Review email and excel attachment of water damage claim. Respond.	0.50
9.27.17	Review email from client re documents he dropped off at office	0.50
9/27/17	Review Viking's 14th ECC Supplement	2.25
9/27/17	Finalize and pull exhibits for Motion to Strike Viking's Answer	4.0
9.27.17	Review email from DSS re printing email from Robinson for motion and response	0.15
9.28.17	Review email from DSS re points for our reply to the motion to strike and response	0.20
9.28.17	Email chain with DSS re filing motion to strike and affidavit	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

9.28.17	Review email and attachment from DSS re technical data sheet	0.15
9.28.17	Review, Download & Save Third Party Defendant Gilberti Corp LLC Joinder to Exclude Defendants, The Viking Corp and Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on OST	0.30
9.28.17	Review, Download & Save Amended Notice of Taking Deposition of Brian Edgeworth [Time Only]	0.30
9.28.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 11 th Supplement to Early Case Conference Witnesses and Exhibit List	0.30
9/28/17	Draft and serve Plaintiffs' 11 th ECC Supplement	1.5
9.28.17	Review email from client re ISO certification process	0.25
9.28.17	Email chain with client re order from court re Glen Rigdon and response	0.15
9.28.17	Email chain with client re: all supporting documents for calculations of damages	0.25
9/28/17	Draft and send over Motion to De-Designate Confidentiality on OST	4.25
9.28.17	Call with Client	0.15
9.28.17	Call with Client	0.15
9.28.17	Call with Client	0.25
9.29.17	Call with DSS	0.25
9/29/17	Draft written discovery to Lange Plumbing (punitive)	1.0
9.29.17	Review email from Sia re Lange expert depo dates	0.15
9.29.17	Email chain with Robinson re October 26 deposition dates and alternative dates for Viking employees and review of calendar	0.25
9.29.17	Email to Sia, Pancoast, Nunez re draft 9.13.17 DCRR	0.15
9.29.17	Email chain with Max Couvillier and Janet Pancoast re the draft DCRR for 9.20.17 hearing and analysis and Max's proposed changes	0.75
9.29.17	Email chain with DSS re scheduling Carnahan depo	0.25

INVOICE FOR ASHLEY M. FERREL
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9.29.17	Review email from DSS re date mediation briefs due	0.15
9.29.17	Email chain with DSS re draft DCRRs (9.13.17 and 9.20.17)	0.50
9.29.17	Review email from DSS requesting digital photos of damage and response	0.15
9.29.17	Email chain with DSS re drafting Lange written discovery for punitive damages and draft requests	0.20
9.29.17	Review, Download & Save Plaintiffs' 2 nd Set of Requests for Production to Lange Plumbing, LLC	0.30
9.29.17	Review, Download & Save Plaintiffs' 2 nd Set of Interrogatories to Defendant Lange Plumbing, LLC	0.30
9.29.17	Review, Download & Save Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
9.29.17	Review, Download & Save OST – Plaintiffs' Motion to De-Designate Viking Confidentiality of Their Documents on an OST	0.30
9/29/17	Review Viking's 14th ECC Supplement	1.5
9/29/17	Review Giberti's Joinder for MIL to Exclude Rosenthal	0.25
9/29/17	Review proposed changes and revise DCRR for 9/20/17 Hearing	0.5
9/29/17	Review proposed changes and revise DCRR for 9/13/17 Hearing	0.5
9/29/17	Draft mediation brief	2.25
9.30.17	Review email from client re VK494	0.25
10.1.17	Review email and attachment created by client of the number VK457 activations	0.50
10/2/17	Draft motion to de-designate	2.5
10/2/17	Research and draft motion to reconsider pro hac	3.0
10.2.17	Review email and attachment with DSS re Glen Rigdon and a motion to exclude him as an expert	0.25
10.2.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal	0.30

INVOICE FOR ASHLEY M. FERREL
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10.2.17	Review, Download & Save Third party Defendant Gilberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of their Documents on an Order Shortening Time	0.30
10.2.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
10.2.17	Review, Download & Save ROC – Plaintiff's Motion to De-designate confidentiality	0.30
10.2.17	Review, Download & Save ROC- Plaintiffs' Motion to Strike Viking's Answer	0.30
10.2.17	Review email and download deposition from Oasis Reporting (Rough of Brian Edgeworth)	0.25
10.2.17	Review email from client re the BR Stewart article and the incorrect heat analysis. Review all documents listed in email and discuss with DSS	2.0
10.2.17	Review email from client re photos of claims of other VK457s. Then review file in dropbox	1.25
10.2.17	Review email from client and attachment re Viking's letter to fire marshall about "very limited number of activations."	0.50
10.3.17	Email to Sia, Pancoast, Nunez re no objections to 9.13.17 DCRR and advise when signature page ready for pick up	0.15
10.3.17	Review email from Ure re hearing	0.15
10.3.17	Review email from Ure re signature page pick up for Order to Amend	0.15
10.3.17	Review email from client and schedule A of EFT for ECC disclosure	0.25
10.3.17	Review email from client re Rosenthal hearing	0.15
10.3.17	Review and respond to email from Nicole Garcia re signature pages for Ure ready to pick up	0.15
10.3.17	Review email and attachment from client re client's list of activations	0.25

INVOICE FOR ASHLEY M. FERREL
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10.3.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion to De- Designate Viking's Confidentiality of their Documents on OST	0.30
10.3.17	Review, Download & Save Plaintiffs' 3 rd Set of Requests for Production to Lange Plumbing, LLC	0.30
10.3.17	Review, Download & Save Plaintiffs' 3 rd Set of Interrogatories to Defendant Lange Plumbing, LLC.	0.30
10.3.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Testimony and Evidence of Expert Robert Carnahan or Alternatively Strike Expert	0.30
10.3.17	Review email from DSS re written discovery to Lange that we need to draft and serve	0.25
10.3.17	Email chain with DSS re Schedule A of EFT and supplementing in ECC	0.15
10.3.17	Email chain with DSS re Max Couvillier changes to DCRR	0.25
10.3.17	Review email and attachment from DSS forwarding Viking's Opp to Motion to Compel Carnahan	0.25
10/3/17	Review Viking's Opposition to MIL to exclude Rosenthal	0.5
10/3/17	Prepare and Attend Hearing re: MIL to exclude Rosenthal	2.0
10/3/17	Prepare and serve written discovery to Lange Plumbing	0.5
10/3/17	Draft mediation brief	2.0
10/3/17	Review Giberti's Joinder to Motion to De-Designate Confidentiality	0.25
10/3/17	Review Viking's Opposition to Motion to Compel Carnahan and Email DSS my reply points	1.0
10/3/17	Review and revise 9/20/17 DCRR with Max's comments	0.5
10/4/17	Draft and Serve Plaintiffs' 12 th ECC Supplement	1.0

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10/4/17	Prepare and attend hearing on Motion to Compel Carnahan and Motion to De-designate	3.5
10/4/17	Finalize and pull exhibits for mediation brief	2.5
10/4/17	Finalize and serve Motion to Reconsider Order Granting Motion for Pro Hac Vice	1.5
10.4.17	Email to Pancoast, Sia, Nunez re revised 9.13.17 DCRR	0.15
10.4.17	Review email from Max Couvillier re 9.20.17 DCRR signature page	0.15
10.4.17	Review email from client re phone call with fire marshal James Carver and link to Omega case. Analysis	0.50
10.4.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Granting, LLC.'s 12 th Supplement to Early Case Conference Witnesses and Exhibit List	0.30
10.4.17	Review, Download & Save Plaintiffs' Motion to Reconsider Order Granting The Viking Defendants Motion to Associate Counsel	0.30
10.5.17	Review, Download & Save Transcripts of All Pending Motions – Heard on August 23, 2017	0.30
10.5.17	Review email and download deposition from Oasis Reporting (Giberi)	0.25
10.5.17	Call with DSS	0.10
10.5.17	Review email from client re defendant's purchasing 645 Saint Croix	0.15
10.6.17	Review, Download & Save Third Party Defendant Gilberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST	0.30
10.6.17	Review, Download & Save Subpoena Duces Tecum for the Person Most Knowledgeable for Zurich American Insurance Company	0.30
10.6.17	Review, Download & Save Final Amended Notice of Taking Deposition for The Person Most Knowledgeable for Zurich American Insurance Company	0.30

INVOICE FOR ASHLEY M. FERREL
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10.6.17	Email chain from Bartlett re extension to produce list of activations and deposition date	0.25
10.6.17	Email chain with DSS re Amended ZAIC Notice and SDT	0.15
10.9.17	Review email from DSS to Sia re Lange's extension to respond to MSJ against Lange only	0.15
10.9.17	Review email and attachments from DSS to client re demand sheets for mediation	0.25
10/9/17	Review file and pull documents for meeting with mediator	1.5
10/9/17	Meet with Mediator to Discuss Case	1.5
10/9/17	Review Giberti's Joinder to Motion to Strike Viking's Answer	0.25
10.9.17	Review email and download deposition from Oasis Reporting (DeLaRosa)	0.25
10.9.17	Review email and download deposition from Oasis Reporting (Kendrick)	0.25
10.9.17	Email chain from Sia re extension for Opp to MSJ	0.15
10.9.17	Review email from client re Edgeworth lawsuit history	0.15
10.9.17	Review email from client re minimax and shareholders with links	0.25
10.9.17	Email chain with client re: history of activation perjury and response	0.25
10.10.17	Review email from client and attachments re VK457 activation list	0.25
10.10.17	Review email from client re upcoming hearing dates and response after review of calendar	0.25
10.10.17	Review email from client re demand sheet for 1 st mediation	0.20
10.10.17	Call with DSS	0.15
10/10/17	Attend Mediation at JAMS with Floyd Hale	4.0
10.10.17	Review, Download & Save Notice of Vacating Video Deposition of NRCP 30(B)(6) of Designees of Tyco Fire Protection Products	0.30
10.10.17	Review, Download & Save Notice of Taking Video Deposition of NRCP 30(B)(6) of Designees of Reliable Automatic Sprinkler Company, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.11.17	Review, Download & Save Service of Zurich American Insurance Company's Objections and Statements in Response to Amended NRCP 30(B)(6) Person Most Knowledgeable	0.30
10.11.17	Review, Download & Save Zurich American Insurance Company's Objections and Statements in Response to Amended Subpoena Duces Tecum	0.30
10.11.17	Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Application to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.11.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time	0.30
10.11.17	Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories	0.30
10.11.17	Review, Download & Save Amended Notice of Taking Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters Laboratories, Inc.	0.30
10.11.17	Review, Download & Save Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial	0.30
10.11.17	Review, Download & Save Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike	0.30

INVOICE FOR ASHLEY M. FERREL
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10.11.17	Review email and attachment from Rose Hernandez Zurich's objections to SDT	0.15
10.11.17	Review email from Robinson re Ortyl's last known address	0.15
10.11.17	Review email from Bartlett re extension to produce list of activations and deposition date	0.15
10.11.17	Review email from client re portion of Viking's brief and response to client	0.25
10.11.17	Review email from client re his thoughts on Viking's Opp to Motion to Strike and analyze thoughts	0.50
10.11.17	Email chain with client re depositions on calendar and response	0.50
10.11.17	Review email from client re Glen Rigdon entrance into neighborhood and order from judge and response	0.15
10.11.17	Email chain with client and DSS re Lange's Opposition to MSJ	0.50
10.11.17	Review email from client re Margaret Ho's depo and response	0.15
10.11.17	Review email from client re opps to MSJ and response	0.15
10.11.17	Email chain with client, DSS, Sia and Mark re Lange's payment	0.15
10.11.17	Email from client re how payment between AG and EFT is recorded and analyzed for argument in MSJ	0.50
10.11.17	Email to Bartlett re denial of any further extensions to produce list of activations	0.15
10.11.17	Review email from client re MiniMax/Viking Credit Status	0.15
10.11.17	Email chain with DSS re phone message from Pancoast	0.15
10/11/17	Draft and serve amended notice, SDT, application to take depo out of state and commission to take depo out of state for UL Labs	1.5
10/11/17	Phone call with service company in Chicago Illinois for UL Lab Subpoena	0.25
10/11/17	Review and analyze Lange's Opposition to Motion for Summary Judgment	1.25
10/12/17	Review Zurich's Objections and Responses to PMK Depo and SDT	1.0

INVOICE FOR ASHLEY M. FERREL
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10/12/17	Take Notice of Non-Appearance for Zurich PMK	0.5
10/12/17	Review and analyze Viking's Opposition to the Motion to Strike Answer	1.25
10/12/17	Draft and re-serve all Viking employee depositions, Harold Rogers and Viking Group; email discussions with Robinson re: depo times	3.0
10.12.17	Review forwarded emails from Wiznet from DSS re filed transcripts	0.15
10.12.17	Call with Client	0.25
10.12.17	Review, Download & Save COMM to Take out of State Deposition for Harold Rodgers	0.30
10.12.17	Review, Download & Save COMM to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.	0.30
10.12.17	Review, Download & Save Application for Issuance of Commission to Take out of State Deposition of Harold Rodgers	0.30
10.12.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for NRCP 30(B)(6) of Designees of Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Viking Group, Inc.	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Harold Rodgers	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Harold Rodgers Duces Tecum	0.30
10.12.17	Review, Download & Save Plaintiffs' 2 nd Amended Notice of Entry Upon Land / Site Inspection	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for James Golinveaux	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of James Golinveaux Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Kevin Ortyl	0.30

INVOICE FOR ASHLEY M. FERREL
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10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Kevin Ortyl Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Tom O'Connor	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Tom O'Connor	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Jeff Norton	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Jeff Norton Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Sherry Simmons(Sherry Bailey)	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition of Sherry Simmons (Sherry Bailey) Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Doug Bensinger	0.30
10.12.17	Review, Download & Save Amended Notice of Video Deposition of Doug Bensinger Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Mike Bosma	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Taking Deposition of Mike Bosma Duces Tecum	0.30
10.12.17	Review, Download & Save Subpoena Duces Tecum for Devin Odell	0.30
10.12.17	Review, Download & Save 2 nd Amended Notice of Video Deposition Devin Odell	0.30
10.12.17	Review, Download & Save Transcript of All Pending motions – heard on October 4, 2017	0.30
10.12.17	Email chain with Robinson re deposition scheduling of Viking employees for week of 11/13/17 and review of calendar and confirmation of who they will accept service	0.75
10.12.17	Email chain with client re searchable indexes and response	0.25
10.12.17	Review email from client re Sklar Williams invoice	0.15

INVOICE FOR ASHLEY M. FERREL
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10.12.17	Review email from client re depositions of UL people	0.15
10.12.17	Review email from client re his opinion of the best documents to use for Motion to Strike. Review documents and analyze	1.0
10.12.17	Review email from client with attachment with summary of points for Viking's argument	0.50
10.12.17	Review email from client with attachment re Henderson activation	0.25
10.12.17	Email chain with Sia re Zurich PMK depo	0.15
10.13.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Supplement to Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time	0.30
10.13.17	Review, Download & Save Amended Notice of Deposition of Kevin Hastings	0.30
10.13.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log	0.30
10.13.17	Email to Kershaw, Pancoast, Sia and Nunez re Revised Order granting motion to Amend	0.25
10.13.17	Review email and download deposition from Oasis Reporting (Brian Edgeworth)	0.25
10.13.17	Review email from Bartlett re production of ZAIC activations	0.15
10.13.17	Email to Hastings re amended deposition notice	0.15
10.13.17	Review email from client re Harold Rogers missing attachment	0.15
10.13.17	Review email and links from client re Kevin Ortyl and Scott Franson's employment at Viking corp vs. group	0.50
10.13.17	Review email and attachment from client re UL document with Franson watermark	0.25
10.13.17	Email chain with client re Viking's searchable indexes and response	0.25
10.13.17	Email to Pancoast re dialect Margaret Ho speaks	0.15
10.13.17	Email to client with VKG documents	0.15
10.13.17	Email to client re Notice of Privilege Log Production and attachment	0.15

INVOICE FOR ASHLEY M. FERREL
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10.13.17	Email with client reemployment status and link of Kevin Ortyl	0.15
10.13.17	Email chain with client re Margaret Ho dialect and depo	0.15
10/13/17	Revise Reply on Motion to Strike	2.25
10/13/17	Review Viking's Privilege Log	0.75
10/13/17	Draft 10-4-17 DCRR and Draft Order re Rosenthal	4.0
10.14.17	Review email and attachment from client re actual max load calculation	0.25
10.14.17	Review email from client re his chart of activations	0.15
10.15.17	Review email from Nunez re using his previous signature for Order granting Motion to Amend	0.15
10.15.17	Review email from client re missing pages in PowerPoint disclosed. Locate document and respond	0.50
10.15.17	Email chain with Kershaw re Revised Order Granting Motion to Amend	0.15
10.15.17	Review email from client re his opinion of the activations and "clearest lies" and analyze	1.0
10.16.17	Review email and attachment from Rose Hernandez Zurich's motion to quash	0.25
10.16.17	Review email from Robinson re re-scheduling Hasting and Zamiski's depositions	0.15
10.16.17	Review email from Robinson re Franson's last known address	0.15
10.16.17	Review email from client re KPS activations in newly produced documents and analyze	0.25
10.16.17	Email chain with client re Rigdon order from Court	0.20
10.16.17	Review email and VIKZ attachment from client and determine which documents we need to request	0.75
10.16.17	Review email from client re VIKZ document cited in email. Locate document. Review document. Analyze and respond	1.0
10.16.17	Review email from client with attachment re Cal Atlantic activations, which were not disclosed	0.25

INVOICE FOR ASHLEY M. FERREL
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10.16.17	Review email from client and attachment re Dews Fire protection Email, KPS Emails and Bates Proof attachment	0.25
10.16.17	Review email from client re Pancoast declaration and the UL test record document attachments	0.25
10.16.17	Review email and attachment from client re UL	0.25
10/16/17	Pull documents for Margaret Ho Deposition	0.25
10/16/17	Review Zurich's Motion for Protective Order and begin drafting Opposition	4.25
10/16/17	Finalize and serve Reply to Motion to Strike Viking's Answer	1.25
10.16.17	Email chain with DSS re Franson's last known address	0.15
10.16.17	Review email from DSS re Viking's production of Carnahan's depo and response	0.15
10.16.17	Review email and attachment from DSS re production of Rapid Cash ad and response	0.15
10.16.17	Email chain with DSS re Viking's 15 th ECC Supp	0.15
10.16.17	Email chain with DSS and client re supplementing motion to strike	0.15
10.16.17	Review, Download & Save RPLY to Viking's Opposition to Plaintiffs Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.16.17	Review, Download & Save Lange Plumbing's 11 th Supplemental 16.1 Disclosures	0.30
10.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 15 th Supplemental Disclosures Pursuant to NRCP 16(a)(1)	0.30
10.16.17	Review, Download & Save Non – Party Zurich American Insurance Company's Motion for a Protective Order, or in The Alternative to Quash Subpoenas	0.30
10.16.17	Call with Client	0.15
10.16.17	Call with DSS	0.15
10.16.17	Call with Client	0.25
10.16.17	Call with Client	0.15
10.16.17	Call with Client	0.15
10.17.17	Call with DSS	0.15

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10.17.17	Call with DSS	0.15
10.17.17	Review, Download & Save Supp Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time	0.30
10.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiff [2 nd Set]	0.30
10.17.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Compliance with Order on Plaintiff's Motion to Compel – Pleading Only	0.30
10.17.17	Review, Download & Save PLT 171016 Edgeworth ES Ltr Simon re EDCR 2.34 re Pomerantz	0.30
10.17.17	Review email from Robinson re Koch depo availability	0.15
10.17.17	Email chain with Sheri Kern with Direct Legal Support in CA (process server) re domestication of subpoena and payment	0.25
10.17.17	Review email from client re new Lange disclosure and response	0.25
10.17.17	Review email from client re Lange's threat to lien his house and research of whether lien valid	1.0
10.17.17	Review email and attachment from client re Margaret's 2 nd promissory note for ECC disclosure	0.20
10.17.17	Review email from client re his opinion of Viking's responses to written discovery	0.25
10.17.17	Email chain with DSS re 2.34 re Pomerantz as expert	0.15
10.17.17	Email chain with DSS re research for Reply to Lange MSJ	0.50
10.17.17	Email chain with DSS re depo cites for Reply to Lange MSJ	0.75
10/17/17	Review Viking's 15 th ECC Supplement and Lange' 11 th ECC Supp	2.0
10/17/17	Review Viking's Notice of Compliance with Motion to Compel	0.5
10/17/17	Draft and serve Supplement to Reply to Motion to Strike	3.75
10/17/17	Prepare for Hearing on Motion to Strike	1.5

INVOICE FOR ASHLEY M. FERREL
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10/18/17	Prepare and Attend Hearing on Plaintiffs' motion to Strike Viking's Answer	5.25
10.18.17	Review email from DSS re supplement to Motion to strike and response	0.75
10/18/17	Review Viking's Written Discovery Responses and Discussion with DSS	1.25
10/18/17	Revise Reply to Lange Opposition to MSJ	1.0
10.18.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Requests for production of Documents, Set Five	0.30
10.18.17	Review, Download & Save Defendant The Viking Corporation's Responses to Plaintiffs' Interrogatories, Set Four	0.30
10.18.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Responses to Plaintiffs' Fourth Request for Admissions	0.30
10.18.17	Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s Privilege Log	0.30
10.18.17	Review, Download & Save ROC for Defendants The Viking Corporation and Supply Network, Inc.'s 15 th Supplemental Disclosures	0.30
10.18.17	Review email from Judicial Attorney Services in Chicago IL re UL Depo service	0.25
10.18.17	Review email from client re max load hang test and attachments	0.50
10.18.17	Review email from client re download of RFAs	0.15
10.18.17	Review email from client re his responses to written discovery	0.25
10.18.17	Email chain with client and DSS re Henderson activation and attachment	0.50
10.19.17	Review email from client re analysis of Viking PMK depo re bending and review of depo	0.50
10.19.17	Review email and attachment from client re activations list	0.50
10.19.17	Email chain with client re locating documents. Located documents in system and responded	1.0
10/19/17	Review Giberti's Motion for Good Faith Settlement	0.25

INVOICE FOR ASHLEY M. FERREL
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10.19.17	Review email from DSS to Floyd Hale re mediation	0.15
10.19.17	Review email and attachment from DSS re supplementing documents including El Segundo letter and response	0.20
10.19.17	Email chain with DSS re Giberti Motion for Good Faith Settlement and whether we will oppose	0.15
10.19.17	Email chain with DSS re Olivas depo and Pancoast email	0.15
10.19.17	Review, Download & Save Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement	0.30
10.19.17	Review, Download & Save DCRR- Hearing 8.23.17	0.30
10.19.17	Review, Download & Save CES of UL Depo Notice	0.30
10.19.17	Review, Download & Save AOS of UL Depo	0.30
10.19.17	Review, Download & Save SUBP UL Depo	0.30
10.19.17	Review, Download & Save CES of Harold Rodger Depo Notice	0.30
10.19.17	Review, Download & Save AOS of Harold Rodgers	0.30
10.19.17	Review, Download & Save SUBP of Harold Rodgers	0.30
10.19.17	Review, Download & Save ROC for Defendants the Viking Corporation and Supply Network, Inc.'s Exhibits to Notice of Compliance with order on Plaintiffs' Motion to Compel	0.30
10.19.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
10/19/17	Draft 2 nd Supplement to Reply to Motion to Strike Viking's Answer	4.5
10/20/17	Conference Call with UL Lawyers & Discussion with DSS	0.5
10.20.17	Email chain from client re chart with corrections to KPS example	0.25
10.20.17	Review email from client re another sprinkler head activation in UK	0.15
10/20/17	Revise and serve MIL to Exclude Carnahan	3.75
10/20/17	Revise and submit order with letter to Judge Jones re Motion to Amend Complaint	1.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.20.17	Review, Download & Save OST – Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet’s Expert Robert Carnahan on Order Shortening Time	0.30
10.20.17	Review, Download & Save Transcripts of Proceedings Tuesday, October 3, 2017	0.30
10.20.17	Review email from DSS re inserting hidden activation information into supplement and response	0.15
10.21.17	Review email from client with attachment re response to why 287 not all duplicates	1.0
10.21.17	Review email and attachment from client re activations	0.50
10.21.17	Email chain with DSS re pre-lien notice form Lange	0.15
10.23.17	Review email from DSS re Opp to Zurich Motion and response	1.0
10.23.17	Email chain with DSS re supplement to motion to strike	0.20
10.23.17	Review, Download & Save Plaintiffs’ Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Opposition to Motion to Bifurcate Trial and opposition to Strike Matters from the Record	0.30
10.23.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC’s 13 th Supplement to Early Case Conference Witness and Exhibit List	0.30
10.23.17	Review, Download & Save Second Supplement to Reply to Viking’s Opposition to Plaintiffs’ Motion to Strike the Viking Defendants’ Answer on Order Shortening Time	0.30
10.23.17	Review, Download & Save Notice of Association of Counsel	0.30
10.23.17	Review, Download & Save ROC – Motion to Exclude Viking’s Expert Carnahan	0.30
10.23.17	Review email from Bartlett (Zurich) re ZAIC’s production	0.25
10.23.17	Review email from client re VIKZ019271 and analysis of document	0.50
10.23.17	Review email from client re UL	0.15

INVOICE FOR ASHLEY M. FERREL
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10.23.17	Review email from client re his comments on our draft of the supplement to motion to strike Viking's answer	0.25
10.23.17	Review email and attachment from client re counter to Viking argument in brief re 170	1.0
10.23.17	Review email from client re Viking and Jeff Norton and James Carver (fire marshal letter) with attachment	0.50
10.23.17	Review email and attachment from client re VK456 strength on heat responsive element testing	0.50
10.23.17	Email to client with Reply to MSJ Against Lange	0.15
10.23.17	Email to client with 2 nd Supplement to Motion to Strike Viking's Answer	0.15
10.23.17	Review email and attachments from client re clarifications and respond	0.75
10/23/17	Review Viking's Joinder to Lange's Opposition to the MSJ	0.25
10/23/17	Draft and serve Plaintiffs 13th ECC Supplement; Discussion with DSS	1.5
10/23/17	Revise Opposition to Zurich Motion for Protective Order	1.5
10/23/17	Revise and serve 2 nd Supplement to Reply to Motion to Strike Viking's Answer	2.5
10/23/17	Finalize and serve Reply to MSJ against Lange	1.25
10.23.17	Call with Client	0.10
10.24.17	Call with Client	0.25
10/24/17	Draft and Serve supplement to Reply to MSJ Against Lange	4.5
10.24.17	Review, Download & Save Notice of Deposition of Kevin Hastings Off Calendar	0.30
10.24.17	Review, Download & Save RTRAN-Recorders Transcript of Hearing – Re: All Pending Motions – heard on October 18, 2017	0.30
10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Joinder to Lange Plumbing, LLC's Opposition to Plaintiffs' Motion for Summary Judgment with Additional Points and Authorities	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Reconsider Order granting the Viking Defendants' Motions to Associate Counsel	0.30
10.24.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Notice of Non – Opposition to Third – Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement	0.30
10.24.17	Email to Pancoast re missing documents from Viking's 15 th ECC Supplement	0.25
10.24.17	Review email from client re Burgoynes Report disclosed by Viking and comparison to the one from UK	1.0
10.24.17	Review email from client re his comments on ZAIC's incomplete disclosure, analysis, and response	1.0
10.24.17	Review email from client re his audit of newly disclosed documents and analysis	0.75
10.24.17	Email chain with DSS re Burgoyne report and Sherry simmons email	0.25
10.25.17	Review email from DSS re new topic for 30(b)(6) notice and written discovery to Viking and response	0.25
10.25.17	Review email from DSS to Bartlett re ZAIC's position of list of activations	0.15
10.25.17	Review, Download & Save Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder	0.30
10/25/17	Draft Written Discovery to Viking; Discussion with DSS	2.25
10/25/17	Finalize and send out DCR for 10.4.17 and the Order Granting Motion to Exclude Rosenthal	1.5
10.25.17	Email to Jessica Rogers re missing Viking documents	0.15
10.25.17	Email to Sia, Kershaw, Pancoast, Ure re 10.4.17 DCR	0.15
10.25.17	Email chain with DSS and Bartlett (Zurich) re ZAIC's production	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.25.17	Review email and attachment from client re Viking's misrepresentations	0.50
10.25.17	Review email from client and analyze re activations	0.75
10.25.17	Email chain with client re draft written discovery to Viking and corrections to written discovery	1.0
10.25.17	Review email from client and attachment re best docs for perjury by counsel proof	1.0
10.25.17	Email chain with client re: Zurich lawyers response to ZAIC's list of activations	0.50
10.25.17	Review email from client re comparing ZAIC activations to Viking's disclosed activations	0.50
10.25.17	Review email from client re economic interest in MiniMax	0.15
10.25.17	Email chain with client re documents from Viking disclosure and review of attachments and response	1.0
10.25.17	Call with Client	0.40
10.26.17	Call with DSS	0.25
10.26.17	Review email from DSS to client re explanation of OOI	0.15
10.26.17	Review email from DSS re Nunez request of what happened at Motion to strike hearing	0.15
10.26.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan	0.30
10.26.17	Review, Download & Save Plaintiffs' 5 th Set of Interrogatories to Defendants The Viking Corporation	0.30
10.26.17	Review, Download & Save Plaintiffs' 6 th Set of Requests for Production to Defendants The Viking Corporation	0.30
10.26.17	Review, Download & Save Plaintiffs' 5 th Set of Requests for Admission to Defendants The Viking Corporation	0.30
10.26.17	Review email from client and attachment of activations	1.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.26.17	Review email from Nunez re Motion to Strike	0.15
10.26.17	Review email from client re responses to Viking's written discovery	0.25
10.26.17	Review email from client re OOJ	0.15
10.26.17	Review email from client re UL testing website	0.25
10.26.17	Review email from client and attachment of Viking presentation- Residential Sprinklers Best Practices	1.0
10.26.17	Email to Sia, Pancoast, Ure and Kershaw re Order Granting MIL to exclude Rosenthal	0.15
10.26.17	Review email and attachment from client re example of incomplete disclosure based off Viking's own documents	0.50
10/26/17	Draft Written Discovery to Viking; Discussion with DSS	1.25
10/26/17	Draft DCRR from 10-24-17 Hearing	3.5
10/26/17	Review Viking's Opposition to MIL to Exclude Carnahan and analyze what we need for oral reply	2.5
10.27.17	Review email from DSS to Pancoast re Stipulation on MILS	0.15
10.27.17	Call with DSS	0.25
10.30.17	Review, Download & Save Notice of Withdrawal of Counsel	0.30
10.30.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Request for Production to Plaintiffs	0.30
10.30.17	Review, Download & Save-- Defendants The Vikings Corporation and Supply Network, Inc.'s Interrogatories to Plaintiffs	0.30
10.30.17	Review email from client re depo of Cadden of temps	0.50
10.30.17	Review email from Kershaw re the 10.4.17 DCRR	0.50
10.30.17	Review email from client re Robinson's Motion and the supporting depositions we have for temps 100 exposure and pull excerpts from depositions of Cadden, Giberti, Edgeworth to rebut argument	1.0
10.30.17	Review email and download deposition from Oasis Reporting (Ho)	0.25
10.30.17	Review email from client re his analysis of Robinson's heat argument	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10.30.17	Email chain with client re Sia's filing	0.15
10.30.17	Review email from client re Robinson Opp and argument why Viking is wrong with attachment	0.25
10.30.17	Review email and respond to client re Glen Rigdon order	0.25
10.30.17	Review email from client re questions for UL lawyers	0.50
10.30.17	Email chain with client re Robinson Opp and Bernie's depo. Revise and analyze Viking Opp, pull Bernie depo and respond to client	1.0
10.30.17	Review email from client re Viking's Opp to Exclude Carnhan	0.50
10.30.17	Review and respond to email from client re notice of withdrawal of counsel	0.15
10.30.17	Review email from client re regulators Viking has informed no testing on VK457	0.25
10.30.17	Call with DSS	0.15
10/30/17	Prepare for Hearing for MIL to Exclude Carnahan & MSJ Against Lange	2.0
10/30/17	Draft Reply to Motion to Reconsider Pro Hac	4.0
10.30.17	Review email from DSS re new written discovery to Viking and response	0.20
10.30.17	Review email from DSS to client re Edgeworth discovery responses	0.15
10.31.17	Review email from DSS re email to Pancoast re English version of the insurance policy and response	0.15
10.31.17	Email chain with DSS re UL notice and UL production of documents	0.15
10.31.17	Review, Download & Save Second Amended Notice of Deposition of John Olivas	0.30
10.31.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. 's Objection to Discovery Commissioners' Report and Recommendation on Defendants' Motion to Compel Home Inspection	0.30
10/31/17	Prepare and Attend Hearing for MIL to Exclude Carnahan & MSJ Against Lange Plumbing	3.0

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

10/31/17	Revise DCRR from 10-24-17 hearing and send to counsel and DC Bulla	1.25
10/31/17	Draft Motion to Compel Viking Financials	3.25
10.31.17	Email to Robinson and Parker re 10.24.17 DCRR	0.15
10.31.17	Email to Susan McNicolas re UL Depo and documents	0.15
10.31.17	Review email from Robinson re Carnahan availability and discussion with DSS	0.15
10.31.17	Review email from Kershaw re Viking's changes to Order granting MIL to exclude Rosenthal	0.75
10.31.17	Review email from client re activations and response	0.20
11.1.17	Email chain with DSS re Viking document production (Martorano's depo in FSS and Thorpe)	0.50
11.1.17	Review email from DSS re calendar and deposition re-scheduling	0.15
11.1.17	Review email and attachment from DSS re picture for reply	0.15
11.1.17	Review and respond to email from Francesca Haak with DC Bulla re hearing transcript	0.15
11.1.17	Email to Pancoast requesting Viking's excess policy in English	0.15
11.1.17	Email to Bartlett re Plaintiff's Opp to Zurich's Motion for Protective Order	0.15
11.1.17	Review email from client and attachments re Viking baking their links	1.0
11.1.17	Review email chain with client, DSS, AMF re activations and analyze	1.0
11.1.17	Review email from client re UL people	0.15
11.1.17	Review email and attachment from client re Letter from UL re bent lever bars	0.25
11.1.17	Review, Download & Save Plaintiffs 6 th Set of Requests for Admission to Defendants The Viking Corporation	0.30
11.1.17	Review, Download & Save Plaintiffs 6 th Set of Interrogatories to Defendants the Viking Corporation	0.30
11.1.17	Review, Download & Save Plaintiffs 7 th Set of Requests for Production to Defendants the Viking Corporation	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.1.17	Review, Download & Save Plaintiffs opposition to Non – Party Zurich American Insurance Company’s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter – Motion to Compel	0.30
11.1.17	Review, Download & Save MSTR- Defendants The Viking Corporation and Supply Network, Inc.’s Motion to Strike Plaintiffs’ Untimely Disclosed Expert Crane Pomerantz and Request for Order Shortening Time	0.30
11.1.17	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc’s Motion to Stay Enforcement of Discovery Commissioner’s Report and Recommendation Pursuant to EDCR 2.34and Request for order Shortening Time	0.30
11/1/17	Draft written discovery to Viking	1.0
11/1/17	Draft Motion to Compel Depositions and Reports	3.5
11/1/17	Review Objection to the DCRR re: Motion to Compel Home Inspection	0.25
11/1/17	Finalize and serve Opposition to Zurich’s Motion for Protective Order	3.0
11/2/17	Review and Draft Responses to Viking’s Written Discovery to Edgeworth	1.25
11/2/17	Review Viking’s Motion to Stay Enforcement of the 10.24.17 DCRR and Request for EDCR 2.34 (e) relief	0.25
11/2/17	Draft Reply to Motion to Reconsider Pro Hac	4.25
11.2.17	Email chain with client re accountant	0.25
11.2.17	Email to Teddy Parker re status of Lange’s discovery responses and extension	0.15
11.2.17	Review email from client re what he thinks is important from Carnahan depo for MIL to Exclude	1.0
11.2.17	Review, Download & Save ORDR – Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group , Inc.	0.30
11/2/17	Review Viking’s 16 th ECC Supplement (Carnahan Docs from FSS)	1.0
11/2/17	Review Viking’s Motion to Strike Pomerantz on OST and analyze	0.25

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.2.17	Call with DSS	0.40
11.3.17	Call with Client	0.25
11.3.17	Call with Client	0.15
11/3/17	Finalize and serve Reply to Motion to Reconsider Pro Hac	1.25
11/3/17	Finalize and serve Motion to Compel Depositions and Reports	1.5
11/3/17	Finalize and serve motion to Compel Viking Financials	0.75
11/3/17	Draft Reply to Plaintiffs' MIL to Exclude Carnahan	2.75
11/3/17	Draft responses to Viking's written discovery to Edgeworth	0.5
11/3/17	Review Robinson response regarding Viking's position on providing the Thorpe and FSS depositions via 4 th set of RFP and attached cases	2.5
11.3.17	Review email from DSS to Robinson re DCRR from 10/24/17 hearing	0.15
11/3/17	Review letter from Robinson re revisions to the 10/24/17 DCRR; and discuss with DSS	1.25
11.3.17	Email chain with Jessica Rogers re conference call with DC Bulla	0.15
11.3.17	Email chain with Robinson re Viking's Responses to 4 th Set of RFP's and analysis	0.75
11.3.17	Review email and attachment from Robinson re changes to the 10.24.17 DCRR	0.50
11.3.17	Email chain with Robinson re deposition scheduling of Viking employees around first week of December and review of calendar	0.25
11.3.17	Review email from client re drop ceiling and pics	0.15
11.3.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCRR	0.30
11.5.17	Review email from client and attachment re significant events in case and analyze	0.50
11.6.17	Review email from client re Carnahan depo and load creep	1.0
11.6.17	Email to UL re conference call re UL deposition and documents	0.15
11.6.17	Email chain between AMF, DSS and client re Viking's 17 th ECC Supplement	0.50

INVOICE FOR ASHLEY M. FERREL
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11/6/17	Revise Reply Plaintiffs MIL to Exclude Carnahan	3.25
11/6/17	Review Viking's 17 th ECC Supplement	1.5
11/6/17	Review Viking's 16 th ECC Supplement (Carnahan Docs from FSS)	2.0
11/6/17	TC with Susan McNicholas at UL re deposition scheduling and document production	0.25
11.6.17	Review email from DSS re calling UL attorney and response	0.15
11.6.17	Review email from DSS re mediation and response	0.15
11.6.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 17 th Supplemental Disclosure Pursuant to NRCP 16	0.30
11.6.17	Review, Download & Save Letter Discovery Commissioner Bulla re TC Confirmation and DCRR 10.24.17	0.30
11.6.17	Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial information on Order Shortening time	0.30
11.6.17	Review, Download & Save Plaintiffs Motion to Compel Viking Documents and for order to Respond to Discovery on Order Shortening Time	0.30
11.6.17	Review, Download & Save Reply to Viking's Opposition to Plaintiffs Motion to Reconsider order Granting the Viking Defendants Motions to Associate Counsel	0.30
11.7.17	Call with DSS	0.15
11.7.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 18 th Supplemental Disclosures pursuant to NRCP 16	0.30
11.7.17	Review, Download & Save Plaintiffs' Reply to Viking's opposition to Motion in Limine to Exclude Defendants The Viking Corporation and Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time	0.30
11.7.17	Review, Download & Save Letter Simon re MT Strike DCRR	0.30

INVOICE FOR ASHLEY M. FERREL
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11.7.17	Review, Download & Save Letter to Discovery Commissioner Bulla re Conf Call Exemplar	0.30
11.7.17	Review, Download & Save Notice of Deposition of Greg Fehr off Calendar	0.30
11.7.17	Review, Download & Save ROC of Plaintiff's Motion to Compel Financials and Motion to Compel Documents	0.30
11.7.17	Review email from Oasis re confirmation of Carnahan depo	0.25
11.7.17	Email chain with Robinson re site inspection on November 15 th	0.25
11.7.17	Review email from client and his excel documents with multiple tabs	1.5
11/7/17	Draft Continued Deposition Notices of Carnahan	0.5
11/7/17	Review DCRR from 10.24.17 returned from Bulla and make revisions	1.5
11/7/17	Finalize and serve Reply to MIL to Exclude Carnahan	2.0
11/7/17	Discussion with DSS re case	0.5
11/7/17	TC with Oasis scheduling and discussion with Janelle re re-scheduling Carnahan depo	0.25
11.7.17	Review email from DSS re drafting motion to compel financial information from Lange and response	0.15
11.7.17	Review email from DSS with attached letter from Parker	0.25
11.7.17	Review email from DSS re sending information to Pomerantz and response	0.15
11.8.17	Review, Download & Save Substitution of Attorneys for Lange Plumbing	0.30
11.8.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.8.17	Review, Download & Save Notice of Continued Video Deposition of Robert Carnahan, P.E. Duces Tecum	0.30
11.8.17	Review email from Evelyn Chun re depo notice of Rob Carnahan	0.15
11/8/17	Finalized and serve Amended Notice and SDT for Robert Carnahan	0.5
11/8/17	TC with Jenny at Rene Stone & Associates re: deposition is FSS/Thorpe case	0.5

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/8/17	Review Viking's 18 th ECC Supplement	1.0
11/8/17	Draft Motion to Compel Financial documents from Lange Plumbing on OST	2.0
11/9/17	Draft and serve deposition notice and subpoena for Athanasia Dalacas	0.25
11/9/17	Review Zurich Reply to Motion for Protective Order	0.5
11/9/17	Revise DCRR for 10/24/17 hearing, serve and send over; Discussion with DSS	1.75
11/9/17	Finalize DCRR for 10/4/17, serve and send over	0.75
11/9/17	Finalize Order to exclude Rosenthal, serve and send over	0.75
11/9/17	Review 10/24/17 Transcript and conference call with Discovery Commissioner Bulla	1.0
11/9/17	TC with Mr. Parker re: case	0.5
11/9/17	Prepare for mediation	1.5
11/9/17	Review Pancoast letter and competing DCRR re Motion to Strike	0.25
11.9.17	Review email from DSS resending information to Pomerantz and response	0.15
11.9.17	Review email forwarded from DSS with Olivas job file for deposition	0.50
11.9.17	Email chain with Debbie Holloman re mediation brief	0.20
11.9.17	Review email from Susan McNicholas re UL deposition and documents	0.15
11.9.17	Email to UL re setting the UL deposition and acquiring the documents requested	0.15
11.9.17	Review, Download & Save Subpoena Duce Tecum to Athanasia EW. Dalacas, Esq.	0.30
11.9.17	Review, Download & Save Notice of Video Deposition of Athanasia E. Dalacas, Esq.	0.30
11.9.17	Review, Download & Save Non Party Zurich American Insurance Company's Reply to Plaintiff's Opposition to Motion for a Protective order, or In the Alternative to Quash Subpoenas, and Counter Motion to Compel	0.30
11.9.17	Review, Download & Save Correspondence to Judge Jones re Order Granting MIL to Exclude Jay Rosenthal	0.30
11.9.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.4.17 DCRR	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.9.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding the 10.24.17 DCRR	0.30
11.10.17	Multiple emails to Crane Pomerantz with additional documents for his review	0.25
11.10.17	Review email from client re Viking presentation of Best practice and forward to Crane Pomerantz	0.25
11/10/17	Mediation with Floyd Hale	4.0
11/13/17	Review Viking's competing DCRRs and Order to strike Rosenthal and analyze with the transcripts/minutes	1.25
11/13/17	Review Viking's Motion to Compel Settlement Conference; Research and draft notes for opposing argument	1.5
11/13/17	Review and pull documents from the federal court case of Viking v/ Harold Rodger, et al	2.5
11/13/17	TC with Charles Rego with UL re deposition and production of documents	0.25
11/13/17	Discussion with DSS re case; Prepare and pull documents for the hearing on 11/14/17	1.5
11.13.17	Review email from DSS to client re hearing on 11/14/17	0.15
11.13.17	Review email and attachment from DSS	0.15
11.13.17	Email chain with DSS re complaint filed against Harold Rodgers	0.25
11.13.17	Review email from DSS re research re privilege log and confidentiality issues and response	0.75
11.13.17	Review email from DSS re supplementing Pomerantz opinion letter	0.15
11.13.17	Email chain with DSS re expert depositions noticed by Viking	0.15
11.13.17	Review email from DSS to George Ogilvie with documents for the contract issue	0.15
11.13.17	Review email from Charles Rego re UL deposition and documents	0.15
11.13.17	Email to Susan McNicholas re UL Deposition	0.15
11.13.17	Review email from client and attachment of "red and black chart" of activations	0.50
11.13.17	Review email and attachments from client re print out of fire department reported VK457	0.50

INVOICE FOR ASHLEY M. FERREL
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11.13.17	Review email and attachments from client re print out of activation list from 2/2017	0.50
11.13.17	Review email from client re pic of VK456 fusible link	0.15
11.13.17	Review email from client and analyze re Viking's response to Carnahan	0.50
11.13.17	Review email from client re motion to exclude crane and response	0.20
11.13.17	Review email from client re hearing on 11.14.17 and response	0.15
11.13.17	Review email from client re adding Robert Edgeworth as a witness to ECC Disclosure	0.15
11.13.17	Review motion, draft email, and review email chain between client, AMF and DSS re Viking's motion for a settlement conference	2.0
11.13.17	Review email and attachment from client re his review of the 18th ECC Supplement	0.25
11.13.17	Email to Crane Pomerantz with additional documents for his review	0.25
11.13.17	Review, Download & Save Notice of Deposition of Crane Pomerantz	0.30
11.13.17	Review, Download & Save Notice of Deposition of Brian Garelli	0.30
11.13.17	Review, Download & Save Notice of Deposition of Don Koch	0.30
11.13.17	Review, Download & Save Letter to Discovery Commissioner	0.30
11.13.17	Review, Download & Save Stipulation Regarding Motion in Limine Briefing Schedule	0.30
11.13.17	Review, Download & Save Letter to Hon. Tierra Jones	0.30
11.13.17	Review, Download & Save Letter Discovery Commissioner Bulla re Mtn SC	0.30
11.13.17	Review, Download & Save The Viking Corporation and Supply Network, Inc.'s Motion for Mandatory Settlement Conference and Stay Rulings on the Pending Motions and Request for Order Shortening Time	0.30
11.13.17	Review, Download & Save Letter to Discovery Commissioner Bulla DCRRs	0.30
11.14.17	Call with Client	0.15

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.14.17	Review, Download & Save Commission to Take Out of State Deposition of Rene Stone	0.30
11.14.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition of Rene Stone	0.30
11.14.17	Review, Download & Save Commission to Take Out of State Deposition Harold Rodgers	0.30
11.14.17	Review, Download & Save Application for Issuance of Commission to Take Out of State Deposition Harold Rodgers	0.30
11.14.17	Review, Download & Save Plaintiff Edgeworth Family Trust and American Grating, LLC.'s 14 th Supplement to Early Case Conference Witness and Exhibit List	0.30
11.14.17	Review, Download & Save Subpoena Duces Tecum for the Custodian of Records of Rene Stone and Associates	0.30
11.14.17	Review, Download & Save Notice of Deposition of Custodian of Records for Rene Stone and Associates Duces Tecum	0.30
11.14.17	Email chain with Sheri Kern with process server in CA for Rene Stone SDT	0.25
11.14.17	Review email from client re Crane expert report typo	0.20
11.14.17	Email chain with client re K statues Parker was arguing for MSJ	1.0
11/14/17	Discussion with Rene Stone & Associates re: depos in FSS/Thorpe litigation; Draft, serve and domesticate SDT in CA	1.0
11/14/17	Draft, compile and serve Plaintiffs' 14 th ECC Supplement	1.0
11/14/17	Prepare and Attend Hearing re: Motion to Strike Carnahan and MSJ Against Lange Plumbing	3.5
11/14/17	Pull documents for Contract attorney	0.5
11/14/17	Research contract issues brought up by Parker at hearing and Discussion with DSS	2.5
11/15/17	Draft Opposition to Pomerantz Motion	4.5
11/15/17	Revise SDT and California Court documents for domestication for Rene Stone & Associates	1.0
11/15/17	Discussion re case with DSS and BJM	0.50
11.15.17	Review email and links from client re K issues	0.50

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.15.17	Review email from client re Zurich list and Viking list and respond	0.25
11.15.17	Review email from client re calendar and respond explaining what everything is	0.50
11.15.17	Review email and link from client re Jeff Norton employment and SDT issues	0.30
11.15.17	Review email from client re evidentiary hearing questions and discuss with DSS	1.0
11.15.17	Review email from client re counsel in FSS/Thorpe case and respond	0.25
11.16.17	Email to Zamiski re outstanding bill and request for all evidence back	0.15
11.16.17	Review email and attachments from client re Zurich activations	0.50
11.16.17	Review email from client re privilege log and respond	0.25
11.16.17	Call with DSS	0.15
11.16.17	Review, Download & Save Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclosure Crane Pomerantz as an Initial Expert	0.30
11.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents	0.30
11.16.17	Review, Download & Save Defendant The Viking Corporation's opposition to Plaintiff's Motion to Compel Documents and Respond to Discovery Regarding Financial Information	0.30
11.16.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s Confidentiality / privilege Log of Documents Subject to Stipulated Protective Order	0.30
11.16.17	Review, Download & Save Letter to D. Simon from J. Pancoast re Privilege Log	0.30
11/16/17	Finalize and Serve Opposition to Strike Pomerantz	1.5
11/16/17	Review Viking Privilege Log and documents and analyze Seattle Times case	2.75

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/16/17	Review Viking's Oppositions to Plaintiffs' Motions to Compel Financials and Compel Discovery Responses	0.75
11/16/17	Discussion with DSS and BJM re Lange claims	0.75
11/16/17	Prepare and pull documents for hearing on 11/17/17	1.0
11.16.17	Review email from DSS re finalized opp to Pomerantz motion and response	0.15
11.16.17	Review email from DSS to Ben Miller re response to bad faith acts of Lange	0.15
11.17.17	Review email from DSS to Susan McNicholas re re-noticing depo for UL	0.15
11.17.17	Review email and attachment from Evelyn Chun re Notice to vacate Olivas	0.15
11.17.17	Review and Respond to Jorie Yambao re Kevin Hastings final invoice	0.15
11.17.17	Review email from Susan McNicholas re UL deposition and documents	0.15
11.17.17	Email chain with Hastings re final bill and request for all evidence back	0.15
11.17.17	Review, Download & Save Lange Plumbing, LLC's 12 th Supplement to NRCP 16.1 Early Case Conference List of Witnesses and Documents	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC's Responses to Plaintiffs' 3 rd Set of Requests for Production	0.30
11.17.17	Review, Download & Save Lange plumbing, LLC's Answers to Plaintiffs' 3 rd Set of Interrogatories	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC 's Responses to Plaintiffs' 2 nd Set of Requests for Production	0.30
11.17.17	Review, Download & Save Lange Plumbing, LLC's Answers to Plaintiffs' 2 nd Set of Interrogatories	0.30
11.17.17	Review, Download & Save Subpoena Duces Tecum for 30(B)(6) of the Designees of Underwriters Laboratories	0.30
11.17.17	Review, Download & Save 2 nd Amended Notice of Video Deposition Duces Tecum Pursuant to NRCP 30(B)(6) of Designees of Underwriters laboratories, Inc.	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/17/17	Prepare and attend Hearing for Zurich motion for protective order, Viking Motion to Strike Pomerantz, Viking motion to Stay Enforcement of DCCR, Plaintiff Motion to Compel Financials, Plaintiff motion to Compel Discovery	3.0
11/17/17	Review Lange Plumbing's 12 th ECC Disclosure	0.25
11/17/17	Draft and serve amended deposition notice and subpoena for PMK of UL	0.50
11/20/17	Review Pancoast letter re meet and confer re MILs and draft response letter	0.50
11/20/17	Draft and send letter to Fred Knez re depositions of Rene Stone and Harold Rodgers	0.25
11.20.17	Email chain with DSS re outstanding expert bills	0.25
11.20.17	Email chain with DSS re meet and confer for MILS and hearing for Giberti's MGFS	0.25
11.20.17	Email chain with DSS re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depos	0.25
11.20.17	Review email from DSS to George Ogilvie re contract issues	0.15
11.20.17	Review and respond to email from Tracy Hunt re acceptance of Don Koch binder	0.15
11.20.17	Email chain with Mary Hayes re correspondence to and from Mr. Knez re Rogers and Rene Stone depo	0.50
11.20.17	Review and respond to email from Beth Molinar re outstanding invoice for Zamiski	0.15
11.20.17	Review email from client re K and forward to George	0.20
11.20.17	Email to Koch re send outstanding bill	0.15
11.20.17	Review, Download & Save Correspondence to Counsel regarding EDCR 2.47	0.30
11.20.17	Review, Download & Save Letter to Viking Counsel re Expert Depos 11.20.17	0.30
11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11.20.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
11.22.17	Review, Download & Save Lange Plumbing, LLC's Supplemental Brief in Support of its Opposition to Plaintiff's Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20	0.30
11.22.17	Review, Download & Save Notice of Vacating Video Deposition of the Custodian of Records for Rene Stone and Associates	0.30
11.22.17	Review, Download & Save Notice of Vacating Video Deposition of Harold Rodgers	0.30
11.22.17	Email to Mary Hayes re notice to vacated depositions of Harold Rogers and Rene Stone	0.15
11.22.17	Email documents for review to George Ogilvie	0.15
11/22/17	Draft and serve notice to vacate deposition of Rene Stone; Draft and serve notice to vacate deposition of Harold Rodgers	0.50
11.22.17	Review email from DSS re recent list of damages and response	0.15
11.22.17	Review email from DSS re sending Lange responses brief to Ogilvie and resps	0.15
11.27.17	Review email from DSS re Carnahan depo and response	0.15
11.27.17	Email chain with Rene Stone re vacating deposition	0.15
11.27.17	Email chain with Julie Lord (Dept. 10 clerk) re spellings for hearing transcript	0.25
11.27.17	Review email from Olivas re final billing	0.15
11.27.17	Review, Download & Save Notice of Vacating Video Deposition of Athanasia E. Dalacas, Esq. Duces Tecum	0.30
11.27.17	Review, Download & Save Notice of Deposition of Don Koch OFF Calendar	0.30
11.27.17	Review, Download & Save Notice of Deposition of Brian Garelli-Off Calendar	0.30
11.27.17	Review, Download & Save Notice of Deposition of Crane Pomerantz – Off Calendar	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/27/17	Draft and serve notice to vacate deposition of Anthasia Dalacas	0.25
11/28/17	Draft and serve amended deposition notice and subpoena for Robert Carnahan	0.25
11/28/17	Review Letter from Lange and discussion with DSS	0.75
11.28.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.28.17	Review, Download & Save Amended Notice of Continued Video Deposition of Robert Carnahan P.E. Duces Tecum	0.30
11.29.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 19 th Supplemental NRCP 16.1 Disclosure	0.30
11.29.17	Review, Download & Save Correspondence to Counsel, dated November 29, 2017	0.30
11/29/17	Review Olgilvie response to Lange's Supplement to MSJ; Discussion with DSS re Reply	0.50
11.29.17	Review email from DSS re drafting reply to Lange's supplemental Opposition	1.50
11.29.17	Review email from DSS re drafting notice of attorney lien	0.15
11.29.17	Review email from DSS re letter from Pancoast to Simon	0.15
11.29.17	Email to Pancoast re hearing dates I front of DC Bulla in light of negotiations	0.15
11.30.17	Email to George Olgilvie instructing him to stop working on the case	0.15
11.30.17	Review, Download & Save Letter to Counsel	0.30
11.30.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
11/30/17	Review Viking's 19 th ECC Supplement	1.0
11/30/17	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11.30.17 & 12.2.17	Email chain with DSS re attorney lien	0.15
12/1/17	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.5
12.1.17	Review, Download & Save Lange Plumbing Verification to Rogs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.1.17	Review, Download & Save Notice of Attorney Lien	0.30
12/1/17	Review Release from Viking and discussion with DSS re release	0.50
12/4/17	Draft and serve notice to vacate deposition of UL Laboratories	0.25
12/4/17	Review Lange written discovery responses	1.5
12/4/17	Discussion with DSS re scheduling and status of case	0.40
12.4.17	Review, Download & Save Notice Vacating the 2 nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
12.4.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
12.5.17	Email chain with UL re vacating depo	0.15
12/6/17	Review Lange's 13 th ECC Disclosure	2.5
12.6.17	Review email from DSS re notice to vacate Caranahan depo	0.15
12/6/17	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
12/6/17	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
12.6.17	Review, Download & Save Service Only – Lange Plumbing 13 th Supp to NRCP 16.1 ECC	0.30
12.6.17	Review, Download & Save Service Only – Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
12.7.17	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
12/8/17	Review Viking Motion for Good Faith Settlement, Analyze and discussion with DSS	0.75
12/8/17	Review Lange's 14 th and 15 th ECC Disclosure	0.50
12.8.17	Email chain with DSS re Order Granting Giberti MGFS	0.15
12/8/17	Review Stipulation to Dismiss from Viking and discussion with DSS	0.50
12.8.17	Review, Download & Save Lange Plumbing 15 th Supplement to 16.1 ECC List Witnesses and Docs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.8.17	Review, Download & Save Lange Plumbing 14 th Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
TOTAL HOURS x \$275 per hour (reduced)		762.6
TOTAL FEES		\$209,715.00

EXHIBIT T

Bar Counsel Report

CONTINUED FROM PAGE 39

Rule 1.16 states, a lawyer may withdraw from representing a client if: (1) Withdrawal can be accomplished without material adverse effect on the interests of the client; ... [or] (5) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; ..."

Here, you attempted to withdraw from representing Hillyer while discovery, trial, and a motion for summary judgment were imminent. Further, you did not diligently file the order granting your motion to withdraw.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.2, 1.3, 1.4, and 1.16. In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this letter. I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

In Re: CRYSTAL L. ELLER
Bar No.: 4978
Case No.: OBC19-1253
Filed: 04/06/2020

LETTER OF REPRIMAND

To Crystal L. Eller:

On March 24, 2020, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievance. Based on the evidence presented, the Panel concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

On or about September 12, 2019, you were retained by Adriana Cusinato (hereinafter "Ms. Cusinato") to assist her in obtaining excess proceeds from the foreclosure sale of her property. RPC 1.5 (Fees) states, in pertinent part, that a lawyer "shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses." Your contract would have entitled you to 16.5% (\$12,328.44) of the excess proceeds recovered. Receiving \$12,328.44 for, at most, two weeks of work constitutes an unreasonable fee. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 5.4 (Professional Independence of a Lawyer) states that unless one of five narrow exceptions are applicable,

a lawyer or law firm "shall not share legal fees with a nonlawyer." Your contract states that "disbursements will be made to Attorney, Client, and Calnex Enterprises, Inc in accordance with agreements between Client & Attorney and Client & Calnex Enterprises, Inc." Since none of the exceptions apply, you cannot share legal fees with Calnex Enterprises, Inc. (hereinafter "Calnex") as they are non-lawyers. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Rule 7.3 (Solicitation of Clients) states, in pertinent part, that a lawyer "shall not solicit professional employment from a client with whom the lawyer has no family or prior professional relationship, by mail, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain." The term "solicitation" denotes a communication initiated by or on behalf of a lawyer or law firm that is directed to a specific person the lawyer knows or reasonable [sic] should know needs legal services in a particular matter and that offers to provide, or reasonably can be understood as offering to provide, legal services for that matter. You concede that you and Calnex were in a business relationship wherein Calnex researches and obtains the clients, and you do the legal work. Calnex contacted Ms. Cusinato and sent her legal documents for her to sign, which included your "Attorney Engagement Agreement" and "Power of Attorney." Ms. Cusinato did not speak to you, or your associate, prior to signing those documents. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to the public, as well as the legal profession.

RPC 8.4 (Misconduct), in pertinent part, states that it is professional misconduct for a lawyer to "violate or attempt to violate the RPC, knowingly assist or induce another to do so, or do so through the acts of another." By engaging in the aforementioned conduct, you violated several Rules of Professional Conduct. Under ABA Standard 7.3, reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. This type of ethical breach could have caused potential injury to Ms. Cusinato, the public, as well as the legal profession.

Accordingly, you are hereby REPRIMANDED for violating RPC 1.5 (Fees), RPC 5.4 (Professional Independence of a Lawyer), RPC 7.3 (Solicitation of Clients), and RPC 8.4 (Misconduct). In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this Letter. I trust

that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

1. Pursuant to NRAP 34(f)(l), we have determined that oral argument is not warranted in these matters.
2. While the screening panel did not enter an order directing the matters be considered at a formal hearing until April 4, 2019, nothing in the SCRs requires a screening panel to enter an order, and generally screening panels do not enter orders. Thus, we conclude the grievances were referred to a formal hearing panel during Phillips' probation period.
3. To the extent the parties' additional arguments are not addressed herein, we conclude they do not warrant a different result.
4. The Honorable Abbi Silver voluntarily recused herself from participation in the decision of this matter.
5. The violations in the California NDC are equivalent to RPC 1.1 (competence), RPC 1.4 (communication); RPC 1.16 (declining or terminating representation), RPC 8.1 (disciplinary matters); RPC 8.4(c) (misconduct: misrepresentation); and RPC 3.4 (fairness to opposing party and counsel: knowingly disobeying obligation under rules of a tribunal) and/or RPC 8.4(d) (misconduct: prejudicial to the administration of justice).
6. We disagree with the State Bar that the California State Bar court's "willful" finding is equivalent to an "intentional" mental state in Nevada, and instead conclude that Freedman's willful conduct is akin to a knowing mental state. See ABA Standards for Imposing Lawyer Sanctions at 452 (defining acting with knowledge as a "conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result," and the more culpable mental state of intent as acting with "conscious objective or purpose to accomplish a particular result").

PRO BONO *Honor Roll*

The State Bar of Nevada Board of Governors and the Nevada Supreme Court Access to Justice Commission extend a special thanks to attorneys who generously accepted cases or participate in an Ask-A-Lawyer through the Legal Aid Center of Southern Nevada, Nevada Legal Services, Southern Nevada Senior Law Program, Volunteer Attorneys for Rural Nevadans (VARN) or Washoe Legal Services. One case can change many lives – www.onepromisenevada.org.

Attorneys who accepted new pro bono cases:

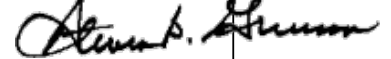
Deborah Amens	A. Jill Guingcangco	Mikyla Miller
Bradley Austin	Rikki J. Hevrin	Angela T. Otto
Joice B. Bass	Michael T. Hua	Sean Patterson
Alexis L. Brown	Amanda L. Ireland	Morgan T. Petrelli
Jordan J. Butler	Rachel M. Jacobson	Lisa A. Rasmussen
Sarah V. Carrasco	Laura L. Johns-	Michael Paul Rhodes
Jonathan Chung	Bolhouse	Jeremy R. Robins
Terry A. Coffing	Zachary Jones	Bradley S. Schrager
Daniel E. Curriden	James P. Kemp	Atif Sheikh
Robert P. Dickerson	Linda Lam Lay	Thomas Stafford
Megan K. Dorsey	Benjamin J. Leavitt	Daniel H. Stewart
James L. Edwards	James T. Leavitt	Natalia Vander Laan
Christian J. Gabroy	Brittany M. Llewellyn	Edward E. Vargas
Maria Gall	Bryce C. Loveland	Dan R. Waite
Kristen T. Gallagher	Lisa A. McClane	John L. Waite, III
Marybeth Gardner	Emily M. McFarling	John White
Vanessa S. Goulet	J. Scott MacDonald	Shannon R. Wilson

Attorneys who participated in Ask-A-Lawyer, Lawyer in the Library or other clinics:

Seth Adams	Allison Joffee	Yasnai
Alyssa Aklestad	Bronagh M. Kelly	Rodriguez-Zaman
Norman Allen	David Krieger	Michael V. Roth
Michael G. Alonso	Linda Lay	Kevin P. Ryan
Elizabeth M. Bittner	Bonnie Lonardo	John M. Samberg
Robert H. Broili	Colton T. Loretz	Glenn Schepps
Marilyn Caston	Adam P. McMillen	Gary Silverman
Robert Cerceo	Susan Maheu	Tehan W. Slocum
Michelle	Philip M. Mannelly	James Smith
Darque-Kaplan	Shell Mercer	Cassie Stratford
Kristine Davis	Mikyla Miller	Janet E. Traut
Lisa M. Frass	Rebecca Miller	Natalia Vander Laan
Marybeth Gardner	Carlos Morales	Leah Wigren
Marjorie Guymon	Jean Parraguiree	Bruce Woodbury
Nicole M. Harvey	Aaron V. Richter	Marilyn York
Kendra J. Jepsen	Jacob Reynolds	

BOLD honors multiple cases accepted and/or sessions conducted within the month.

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(702) 272-0406
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION;
DOES 1 through 10; and, ROE
entities 1 through 10;

Defendants.

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

**OPPOSITION TO MOTION TO
RECONSIDER and REQUEST FOR
SANCTIONS; COUNTER MOTION
TO ADJUDICATE LIEN ON
REMAND**

Hearing date: 4.15.21
Hearing time: n/a

CONSOLIDATED WITH

Case No.: A-18-767242-C
Dept. No.: 10

(ORAL ARGUMENT REQUESTED)

OPPOSITION TO THE MOTION FOR RECONSIDERATION

I. Introduction

Over two years ago, this Court adjudicated the Simon lien and sanctioned the Edgeworths for bringing and maintaining their conversion complaint without reasonable grounds. The Supreme Court affirmed in most respects with instructions to revisit the quantum meruit fee award to Simon and the amount of the sanction levied upon the Edgeworths. As such, this Court's affirmed findings, except for the limited matters to be addressed on remand, are now the law of this case.

In the motion for reconsideration the Edgeworths move well beyond the limited remand, ignore the law of the case doctrine, and again challenge this Court's original findings. The Edgeworths target findings made in the sanction order filed February 8, 2019 as if years have not passed and the appeal never happened. Further, the Edgeworths pepper the Court with false statements of fact and innuendo in a continuation of their effort to punish Simon.

There is no legal basis to request reconsideration after remand of findings which were affirmed on appeal and which are now the law of the case; nor is there a basis to provide false statements and baseless

1 innuendo to the Court. Simon respectfully requests this Court again
2 sanction the Edgeworths.

3 Finally, to the extent required, the Edgeworths' *Brunzell* arguments
4 are addressed in the counter motion to adjudicate.
5

6 **II. Relevant procedural summary**
7

8 This matter is well known. Accordingly, only a few of the relevant
9 procedural events are discussed below.

10 In August and September of 2018, this Court held an extensive
11 evidentiary hearing which provided foundation upon which to adjudicate the
12 Simon lien and to rule upon the motions to dismiss the Edgeworths'
13 conversion complaint.
14
15

16 On November 19, 2018, the Court issued its findings, conclusions,
17 and orders.
18

19 On December 7, 2018, the Edgeworths filed a notice of appeal.

20 On February 8, 2019, the Court issued its sanction order.
21

22 On February 15, 2019, the Edgeworths filed another notice of appeal.
23 The Edgeworths challenged the dismissal of the conversion complaint and
24 the sanction order.
25
26
27
28

1 Because the Edgeworths appealed, Simon filed a cross appeal; and
2 on October 17, 2019, Simon filed a writ petition. The writ petition sought
3 relief regarding the quantum meruit fee award.
4

5 On December 30, 2020, the Supreme Court issued an appeal order
6 affirming this Court in most respects; and an order finding the writ moot,
7 apparently in light of the instructions on remand to revisit the Simon
8 quantum meruit fee award.
9

10 On January 15, 2021, the Edgeworths filed a petition for rehearing.
11
12 The Edgeworths again challenged the dismissal of the conversion
13 complaint and the sanction order. The petition did not follow the rules and
14 was rejected. Following, the petition was eventually accepted after remand
15 issued. *The order granting leave to file the untimely petition for rehearing*
16 *was not copied to this Court.*
17
18

19 On March 16, 2021, this Court issued an amended quantum meruit
20 order and an amended sanction order.
21

22 On March 18, 2021, rehearing was denied by the Supreme Court. A
23 corrected order denying rehearing followed on March 22.
24
25
26
27
28

III. The law of the case doctrine

Analysis of the motion for reconsideration is mostly governed by the law of the case doctrine, an area of the law which the Edgeworths did not brief. Under the doctrine, when an appellate court decides an issue, then the appellate decision controls in all subsequent proceedings. *Hsu v. County of Clark*, 123 Nev. 625, 629, 173 P.3d 724, 728 (2007). Simply put, a trial court cannot overrule an appellate court.

As with most legal doctrines, an exception exists. If an intervening change in the law has occurred, then “courts of this state may apply that change to do substantial justice”. *Id.*, at 632, 173 P.3d at 729-730.

Another exception may exist if extraordinary circumstances require a contrary decision to avoid manifest injustice. *Ibid.* However, the exceptions are exceedingly rare and a court “should be loath” to depart from the doctrine. *Christianson v. Colt Industries Operating Corp.*, 486 US 800, 817 (1988).

The law did not change, nor were grounds presented on which a finding of manifest injustice could be based. Therefore, the law of the case doctrine must guide the Court’s decision on the motion.

1 **IV. Rebuttal to the Edgeworths' statement of facts**

2 The Edgeworths' statement of facts is inaccurate, filled with
3 innuendo, and contrary to the Court's affirmed findings. Because the facts
4 are well known, only a brief response follows.
5

6 **A. The Edgeworths have the case file.**

7
8 The Edgeworths falsely claim they do not have the case file "in
9 apparent contravention of NRS 7.055". (Mot., at 2:26-3:1.) During the lien
10 adjudication, everything Vannah requested was provided, but Vannah did
11 not request the file. (Ex. 1, Day 4 at 26.) ***In 2020, a different Edgeworth***
12 ***lawyer asked for the file and the file was given directly to Brian***
13 ***Edgeworth as requested. (Ex. 2, Ex. 3, & Ex. 4.)***
14
15

16 In addition, NRS 7.055 applies to a "discharged attorney". Before
17 admitting to discharge in this motion, the Edgeworths always denied they
18 discharged Simon, for example at the evidentiary hearing:
19

20 MR. VANNAH: Of course, he's never been fired. He's still counsel of
21 record. He's never been fired.

22 (Ex. 1, Day 4 at 22:1-2.) And before the Supreme Court:
23

24 Neither the facts nor the law supports a finding of any sort of
25 discharge of Simon by Appellants, constructive or otherwise.

26 (Ex. 5, opening brief excerpt, at 10.)
27
28

1 The Edgeworths wasted time and resources on their frivolous no
2 discharge defense, therefore, new sanctions are warranted based on their
3 admissions of discharge. *Capanna v. Orth*, 134 Nev. 888, 432 P.3d 726
4 (2018)(sanctions are appropriate when a claim or defense is maintained
5 without reasonable grounds).
6

7
8 **B. The November 17 meeting**

9 The Edgeworths description of the November 17 meeting is fanciful
10 and rehashes the same claims made at the evidentiary hearing. The latest
11 version contains factual claims that are not in the findings and are not
12 supported by citation to the record.
13

14
15 The Edgeworths admitted six times in their opening appeal brief that
16 they were not found to be credible. (Ex. 5 at 11,12,15,18, & 28.)
17
18 Unsupported irrelevant factual claims from a party that admits they are not
19 credible is not appropriate on a limited remand.
20

21 **C. The privileged Viking email of November 21**

22 The November 21 email was sent between two different lawyers
23 representing Viking; accordingly, Simon did not know its contents. Also,
24 the Edgeworths did not disclose how they obtained a privileged email sent
25 between Viking's lawyers. Nevertheless, the email supports Simon. Simon
26
27
28

1 agrees that Viking was aware confidentiality was an issue and that the
2 confidentiality term was removed after November 21.

3 **D. The Edgeworth fax firing Simon was sent on November 30.**
4

5 At the bottom of page 5, the Edgeworths allege the termination fax
6 was sent on November 29. That is incorrect. The fax header indicates the
7 fax was sent the following day on the 30th. This Court found the fax was
8 sent on the 30th in finding of fact #18 of the November 2018 lien
9 adjudication order. The finding is the law of the case.
10

11 **E. The release terms**
12

13 The Edgeworths spin a tale about release terms which is not
14 supported by their exhibits. Regardless, the tale is not relevant. Assuming
15 Simon made changes contrary to what the Edgeworths now choose to
16 argue as their interest, then the changes should have been addressed by
17 their lawyers Vannah and Greene when the release was sent to them on
18 December 1, 2017. (Ex. J to the Mot.)
19
20
21

22 Apparently, Vannah and Greene did not find any harmful terms and
23 advised the Edgeworths to sign the release. It does not appear that
24 Vannah and Greene committed any errors on this point. The release is
25 typical for a product defect case, except that most such releases have
26 confidentiality clauses, and this one does not. The release accurately
27
28

1 states Vannah is the Edgeworths' lawyer and adds Simon's name on the
2 settlement check, which is standard. Also, according to the release, the
3 terms were personally reviewed with counsel by Angela and Brian
4 Edgeworth and both approved the terms when they signed the release.
5

6 Further, none of this is new. The drafting and signature of the
7 release was explored by Vannah on Day 4 of the hearing. (*E.g.*, Ex. 1, 76-
8 86.) Any factual inference felt to be beneficial to the Edgeworths' position
9 should have been raised earlier.
10
11

12 **V. The law of the case doctrine mandates denial of the motion.**

13 The Edgeworths in effect ask this Court to overturn the Supreme
14 Court and rewrite the February 2019 sanction order on spurious grounds,
15 under the guise of challenging the March 2021 sanction order. First, the
16 Edgeworths argue against the finding that conversion was impossible,
17 which is an argument they lost on appeal and lost on rehearing. Second,
18 the Edgeworths distort the record to accuse Simon and counsel of fraud on
19 this Court. Third, the Edgeworths do likewise with former State Bar
20 Counsel David Clark. The factual premises are all false and would not
21 create an exception to the law of the case doctrine even if true.
22
23
24
25

26 Finally, to the extent required, the Edgeworths' *Brunzell* arguments
27 are addressed in the counter motion to adjudicate.
28

1 **A. The finding that conversion was impossible was affirmed**
2 **by the Supreme Court and is the law of the case.**

3 The Edgeworths ask this Court to reconsider its finding in the March
4 2021 sanction order that conversion was impossible. (Mot., at 11:10-15.)
5 While doing so, the Edgeworths ignore the law of the case doctrine, and
6 worse, present false facts and innuendo to the Court. This pattern of abuse
7 is old and clearly sanctionable conduct.

8 **1. The finding of legal impossibility is the law of the**
9 **case.**

10 The motion targets the March 2021 sanction order finding that
11 conversion was a legal impossibility. (Mot., at 11:10-15.) The Edgeworths
12 do not disclose that the legal impossibility finding first appears in the
13 original February 2019 sanction order. (Ex. 6.)

14 Simon moved for sanctions because conversion was an impossibility.
15 The Court agreed and the Edgeworths lost on that issue. (Ex. 6.)

16 The Edgeworths appealed the February 2019 sanction order. The
17 Edgeworths lost. The legal impossibility finding was affirmed:

18 Once Simon filed the attorney lien, the Edgeworths were not in
19 exclusive possession of the disputed fees, see NRS 18.015(1), *and,*
20 *accordingly, it was legally impossible for Simon to commit*
21 *conversion...*" (Italics added.)

22 *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 (table) 2020 WL 7828800
23 (unpublished)(Nev. 2020).

1 The Edgeworths petitioned for rehearing, one focus of which was on
2 the impossibility finding. The Edgeworths lost again.

3 The Edgeworths do not get a fourth bite at the apple. The Supreme
4 Court specifically affirmed the impossibility finding. This issue is over.

5 The Simon lien was served December 1, 2017, which made
6 conversion impossible as of that date - regardless of what the Edgeworths
7 now falsely allege - according to the Nevada Supreme Court. *Edgeworth*
8 *Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800; *Wantz v. L.V.*
9 *Redfield*, 74 Nev. 196, 326 P.2d 413 (1958) (dismissal of a conversion
10 claim upheld because the ownership of the allegedly converted personal
11 property was in dispute and the subject of judicial resolution).

12 Conversion was also impossible because under long standing law, a
13 party cannot allege conversion of an unknown or uncertain sum of money.
14 *PCO, Inc., v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro,*
15 *LLP*, 150 Cal.App.4th 384, 395-397 (2007)(*and cases cited therein*). While
16 the Edgeworths' complaints allege they were due the entire settlement, the
17 Edgeworths and their counsel later admitted that they always knew Simon
18 was due fees and reimbursement of costs. The Edgeworths thus admitted
19 their complaint was untrue, and that they always knew the alleged
20 conversion was impossible. Even worse, Edgeworths', and their lawyers at
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1 the time, entered into an explicit agreement as to how to exercise dominion
2 and control over the disputed funds with all interest going to Edgeworth.

3 The attempt to overturn the appellate court via a motion for
4 reconsideration in the trial court is the definition of vexatious litigation.
5

6 **2. The false December 12 allegation**

7 The Edgeworths assert that a December 12, 2017, email by Viking
8 defense counsel Janet Pancoast establishes that Simon had access to
9 settlement funds earlier than stated, that Simon “intentionally withheld” that
10 information from the Edgeworths and their counsel, “concealed [the
11 information] from the Court”, deliberately stripped/concealed/buried the
12 stipulation attached to the email, and “did not inform the Edgeworths or
13 Vannah of any of this extremely pertinent information until December 28,
14 2017.” (Mot., at 11:16-12:13.)
15
16
17
18

19 There is no polite way to respond to the accusations of fraud. The
20 allegations are not true, and counsel violated their oath by making them.
21

22 *On December 18, 2017*, Simon signed and gave Pancoast the
23 stipulation and picked up the settlement checks. Simon immediately called
24 Greene to inform Greene about the checks. Greene did not answer, so
25 Simon left a message and sent an email. (Ex. 7.) Later the same day,
26 Greene and Simon spoke on the phone and exchanged emails. (Ex. 8.)
27
28

1 On December 18, Greene told Simon the Edgeworths were not
2 available to endorse the settlement checks until after the new year. (Ex. 8.)
3 This led to an extended dialogue over the following days regarding the
4 disposition of the checks which included outlandish accusations that Simon
5 would steal the money (ex. 9), to which Simon responded with a request to
6 work collaboratively to resolve the dispute (ex. 10).
7
8

9 None of this information was hidden. The events were fully
10 disclosed. (E.g., mot., to adjudicate, filed 1.24.2018 at 15-17 & ex., 12-14.)
11

12 ***The stipulation was not concealed, withheld, stripped, or buried.***
13 ***In fact, this Court signed the stipulation, the stipulation was filed, and***
14 ***the stipulation was a matter of public record long before the***
15 ***evidentiary hearing. (Ex. 11.)***
16

17 As an aside, even if Simon waited 16 days to pick up checks or
18 inform the Edgeworths - which did not occur - conversion is still an
19 impossibility. *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL
20 7828800 (conversion is impossible because a valid lien was served); *PCO,*
21 *Inc.*, 150 Cal.App.4th at 395-397 (conversion is impossible because the
22 amount is unknown); and *Wantz*, 74 Nev. 196, 326 P.2d 413 (conversion is
23 impossible because ownership is subject to judicial determination).
24
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1 The notion of a material breach by Viking via a tender of noncertified
2 funds is lunacy-the funds cleared. Further, a Viking breach of a non-
3 material term (or material for that matter) has nothing to do with a
4 conversion complaint against Simon.
5

6 The assertions made are false to an objective certainty. Zealous
7 advocacy does not excuse misrepresentations of fact or of the record.
8
9 NRPC 3.3. Sanctions are called for.

10 **B. The false argument about retention of counsel**

11
12 The Edgeworths argue that the Court found that Simon “retained
13 (counsel) **after the filing of the lawsuit** against Simon on January 4,
14 2018.” (Emphasis in original.) (Mot., at 14:9-10.) The Edgeworths then
15 accuse Simon and counsel of fraud on the Court regarding the date of
16 retention.
17
18

19 The argument is a house of cards, and each card is itself a falsehood.
20 First, the order does not discuss the date of retention of counsel, and the
21 Edgeworths omit the next sentence which provides proper context.
22 Second, the targeted language is in the February 2019 order, and was not
23 challenged on appeal. Third, the Edgeworths play a game with the
24 language in the order and the different concept of retention. Fourth, the
25 transcript proves the accusation is false.
26
27
28

1 Lastly, the date of retention is not material to the sanction order. The
2 March 2021 sanction order clearly states that the Court reviewed the bills
3 and made its own decision on what work was related to the defense of the
4 frivolous conversion complaint, irrespective of a retention date.
5

6 **1. The sanction orders**

7 The Edgeworths misrepresent the second sentence of the second
8 paragraph of the March 2021 sanction order. The second and third
9 sentences of the second paragraph of the February 2019 and March 2021
10 sanction orders are identical, except for one word, and state:
11

12 In considering the amount of attorney’s fees and costs, the Court
13 finds that the services of Mr. James Christensen Esq. and Mr. Peter
14 Christiansen, Esq. were obtained after the filing of the lawsuit against
15 Mr. Simon, on January 4, 2018. *However, they were also the*
16 *attorneys in the evidentiary hearing on the Motion to Adjudicate Lien,*
17 *which this Court has found was primarily for the purpose of*
18 *adjudicating the lien [asserted/filed] by Mr. Simon. (Italics added.)*

19 (*Compare*, Ex. 6 & 12.)

20 The Court did not find that Simon counsel was “retained **after the**
21 **filing of the lawsuit** against Simon on January 4, 2018.” (Emphasis in
22 original.) (Mot., at 14:9-10.). The Edgeworth assertion is false on its face.
23

24 The Edgeworth assertion is also false by omission. In the third
25 sentence, the Court recognizes that Simon counsel were also working on
26 the lien issue - which arose earlier than January 4. There is no basis to
27
28

1 insinuate that the Court found that Simon first retained counsel after
2 January 4, 2018.

3 **2. The Edgeworths did not appeal the targeted finding.**
4

5 The targeted finding first appears in the February 2019 sanction
6 order. The billing records were provided via motion practice well prior to
7 the sanction order. The Edgeworths appealed the impossibility finding of
8 the sanction order but did not appeal their made-up retention finding. The
9 opportunity to challenge the finding has long passed. The finding is final.
10
11

12 **3. The Edgeworths' semantic game**
13

14 A client may consult with an attorney before actual retention and/or a
15 client may obtain the services of a lawyer without formal retention. See,
16 *e.g., Restatement Third, The Law Governing Lawyers* §14 & 15. It is not
17 incredible that Simon would talk to a peer who has expertise with legal
18 ethics and attorney liens (ex. 13) when he is being ghosted by a greedy
19 demanding client who has a vengeful streak and who commands enormous
20 resources.
21
22

23 It is just plain wrong to ask for relief premised on the word "retained"
24 when the Court used the more reasoned words "obtained" and "services".
25 There is no issue, and the Edgeworths attempt to create an issue through
26 semantic sleight of hand is sanctionable.
27
28

4. The deception accusation

In another shameful argument, the Edgeworths accuse Simon and counsel of intentional deception of this Court regarding the retention of counsel. The accusation is baseless and is proved false by the record. Also, the proffered motive for the deception is itself based on the misrepresentation of the wording of the sanction order as discussed above. This Court was always aware, as stated in the sanction orders, that Simon obtained the services of counsel before the filing date of the frivolous conversion complaint.

According to the Edgeworths, Simon and counsel attempted to mislead the Court about when Simon retained counsel by discussing when the August contingency email was forwarded to Simon counsel. (Mot., 14-15.) At the outset, the motion has the situation backwards; the fact that Simon felt the need to consult his own lawyer only adds weight to the finding that Simon was constructively discharged. Consultation is a good fact for Simon, not a bad one.

The Edgeworths attach pages 164 & 165 of the Day 4 transcript to support their argument. (Mot., at ex. I.) This is inexcusable conduct. At the bottom of 165 and carried over to page 166 of the transcript Simon testified that he spoke with counsel before December 1.

1 THE COURT: And what was the first day you consulted with Mr.
2 Christensen to represent you? Do you remember?

3 THE WITNESS: I don't, but it would have been around that time, *or a*
4 *few days or more, before, when I felt that I wasn't getting appropriate*
5 *responses from clients that I've had communication with at all hours*
6 *a day for the last six months, who stopped communicating with me.*

7 THE COURT: So around that November 30th timeframe?

8 THE WITNESS: Probably.

9 (*Italics added.*) (Ex. 1, 164-172 at 165:22-166:5.)

10 On page 168, Simon testified that he had spoken to counsel on or
11 around November 27, the date of his letter to the Edgeworths.

13 Q So what you're telling him, I mean, as I'm reading the letter, if I
14 were a client, I'm reading the letter and it says, if you're not agreeable
15 to signing this fee agreement, then I cannot continue to lose money to
16 help you, to me that would say, I can't continue to work on this case
17 because I'm losing money; is that what you're telling him?

18 A Unless we work something out.

19 Q And then you say, I will need to consider all options available to
20 me?

21 A Yeah.

22 Q One of those is to withdraw from the case, right?

23 A I don't know. I didn't know what my options were at that time.

24 Q *Well, you talked to Mr. Christensen by then, hadn't you?*

25 A *Around that time, I guess, yeah.*

26 Q Okay.

1 A Because I needed to learn my options, because I haven't had any
2 communication with them, verbally, since November 25th, and they're
3 promising to meet with me, and they were being cagey about it, and,
4 you know, so I needed to figure out what my options were.

5 (Italics added.) (Ex. 1 at 168.)

6 The Edgeworths wasted this Court's time smearing Simon and his
7 lawyer with false allegations and innuendo by omitting portions of the
8 record and misstating the findings when date of retention is meaningless
9 because the Court reviewed the billings for related charges. Sanctions are
10 warranted.

11 **C. David Clark**

12 Simon's counsel knows David Clark personally and respects his
13 expertise and knowledge on legal ethics. Counsel first called Clark to
14 confirm he could serve as an expert if needed; and to prevent his hire by
15 the Edgeworths. Later in December, counsel called Clark on a topic of
16 interest in the dispute. Clark's time spent in December was *gratis*. Clark's
17 first billing date on the file was January 11, 2018. (Ex. 14.)

18 As it turns out, the retainer was not exhausted. The appropriate
19 amount for Clark fees as costs should be \$2,520.00.

1 **VI. Conclusion**

2 The motion for reconsideration is without merit. Simon requests the
3 motion be denied and the Edgeworths sanctioned for their false
4 statements, accusations and arguments made in defiance of the law of the
5 case.
6

7 **COUNTER MOTION TO ADJUDICATE LIEN ON REMAND**

8 **I. Introduction to the counter motion**

9 On December 30, 2020, the Supreme Court issued two orders
10 addressing the Edgeworth appeal and the Simon writ petition. The appeal
11 order affirmed this Court in all but two respects. The appeal order
12 remanded the case with instructions to re-address the quantum meruit
13 award of fees to Simon and to re-address the amount of fees assessed as
14 a sanction against the Edgeworths for pursuit of their frivolous conversion
15 complaint. In the writ order, the Simon petition on the manner of
16 calculation of quantum meruit for outstanding fees due at the time of
17 discharge was denied as moot, apparently in consideration of the
18 instructions on remand contained in the appeal order.
19

20 Remand issued 25 days after the appeal and writ orders were filed.
21 In a twist, shortly following remand, the Edgeworths were granted leave to
22 file an untimely petition for rehearing. The Supreme Court order granting
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1 leave had the effect of recalling (or staying) the remand. *However, the*
2 *order granting leave was not copied to this Court.* (Ex. 15.)

3 On March 16, 2021, this Court issued its amended orders a few days
4 before the Supreme Court denied the Edgeworths' petition for rehearing.

5 Simon moves for adjudication of the lien regarding the calculation of
6 the quantum meruit fee award per the remand instructions and addresses
7 the *Brunzell* related arguments raised in the motion. Also, because of the
8 jurisdiction issue, new orders are requested.

9 **II. Quantum meruit**

10 The Court found that Simon worked for the Edgeworths on the
11 sprinkler case on an implied in fact contract; and, that Simon was
12 discharged from the contract on November 29, 2017. (Ex. 16)

13 The Court found that Simon was paid under the implied contract
14 through September 19, 2017 and was not paid for considerable work that
15 came after September 19. (Ex. 16.)

16 This Court also concluded that:

17 When a lawyer is discharged by the client, the lawyer is no longer
18 compensated under the discharged/breached/repudiated contract,
19 but is paid based on quantum meruit. (Citations omitted.)

1 (Ex. 16.) The conclusion coincides with NRS 18.015(2) and case law.

2 The conclusion and the findings were affirmed on appeal. *Edgeworth*
3 *Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800.
4

5 However, the payment term of the repudiated implied contract was
6 enforced for the time worked from September 19 through November 29,
7 2017. Retroactive enforcement of the payment term of a discharged or
8 repudiated contract is not consistent with the finding quoted above, NRS
9 18.015(2) or case law. Simon respectfully submits that the correct path is
10 to use quantum meruit as the measure to compensate Simon for work
11 performed from the date of September 19, 2017 forward.
12
13
14

15 **A. When a fee contract is terminated by the client, the amount of**
16 **the outstanding fee due the attorney is determined by quantum**
17 **meruit.**

18 The Edgeworths discharged Simon on November 29, 2017. Thus,
19 the fee contract was repudiated as of that date. The Edgeworths
20 terminated the fee contract before the lien was served and before funds
21 were paid. Therefore, the implied fee contract had been repudiated and
22 was not enforceable when the lien was adjudicated.
23
24

25 When a lawyer is discharged by the client, the lawyer is no longer
26 compensated under the discharged contract but is paid based on *quantum*
27 *merit*. *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800;
28

1 *Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (unreported) (discharged
2 attorney paid by *quantum merit* rather than by contingency); *citing, Gordon*
3 *v. Stewart*, 324 P.3d 234 (1958) (attorney paid in *quantum merit* after client
4 breach of agreement); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941)(fees
5 awarded in *quantum merit* when there was no agreement).
6

7
8 This Court cited *Rosenberg* in concluding the Edgeworths fired
9 Simon. *Rosenberg v. Calderon Automation, Inc.*, 1986 Ohio App. LEXIS
10 5460 (1986). In *Rosenberg*, Calderon stopped all communication with his
11 lawyer, Rosenberg, on the eve of a settlement. Rosenberg sought his fees.
12

13 The *Rosenberg* court found that Rosenberg was constructively
14 discharged when Calderon stopped speaking with the lawyer. On the
15 question of compensation, the court found that termination of a contract by
16 a party after part performance of the other party, *entitles the performing*
17 *party to elect to recover the value of the labor performed irrespective of the*
18 *contract price. Id.*, at *19. In other words, the lawyer is not held to the
19 payment term of the repudiated contract, but rather receives a reasonable
20 fee under quantum meruit.
21

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24
25 The Edgeworths did not admit to firing Simon even after they stopped
26 communication and then frivolously sued for conversion. Even as late as
27 the appeal, the Edgeworths denied firing Simon in a transparent gambit to
28

1 avoid a reasonable fee under quantum meruit. The law is clear that
2 because Simon was fired, Simon's outstanding fee for the work performed
3 on the sprinkler case after September 19, 2017, is set by quantum meruit,
4 the reasonable value of services rendered as per NRS 18.015(1). Simon
5 respectfully requests this Court to use quantum meruit to reach the attorney
6 fee due Simon for work performed after September 19, instead of
7 retroactively applying the payment term of the discharged fee contract.
8
9

10 **B. The quantum meruit award**
11

12 Will Kemp testified as an expert on product defect litigation, the
13 prevailing market rate for such litigation in the community¹, and the method
14 of determination of a reasonable fee for work performed on a product case
15 in Las Vegas. Mr. Kemp's credentials are well known, and his opinion was
16 beyond question.
17
18

19 The Edgeworths have gone to ridiculous lengths to punish Simon and
20 extend this dispute, such as hiring counsel at \$925 an hour and filing a
21 frivolous complaint. Yet even the Edgeworths did not attempt an attack on
22 Mr. Kemp, his opinion was so solid, it stood un rebutted.
23
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28 ¹ The Edgeworths also rely upon the prevailing market rate as a metric for quantum meruit, although they misapply the standard. Mot., at 21:10-21.

1 Mr. Kemp has provided a declaration in which he reviewed his
2 un rebutted opinion in the light of the Supreme Court orders. (Ex. 17) Mr.
3 Kemp responded to the Supreme Court's instructions and explained how
4 his opinion is in agreement. Mr. Kemp then reviews the *Brunzell* factors
5 and states that a reasonable fee under the prevailing market rate of the
6 community for product liability trial counsel from September 19, 2017,
7 through February of 2018, is \$2,072,393.75. (Ex. 17.)
8

9
10 **C. *Brunzell* issues raised by the Edgeworths**
11

12 The Edgeworth motion for reconsideration skips between the
13 sanction fee and the prevailing market rate for Simon which makes
14 addressing the claims challenging. Rebuttals below are not presented in
15 the order raised.
16

17
18 **1. The Edgeworths have the file.**

19 The Edgeworths rely upon the false claim that they do not have the
20 file. As demonstrated above, the file was delivered in 2020.
21

22 The Edgeworths build on their false statement of fact to make the
23 false assertion that the entire file is needed for an adjudication. That is
24 untrue. Under the lien statute adjudication occurs in five days' time by the
25 trial court - when the "attorney's performance is fresh in its (trial court's)
26 mind." NRS 18.015(6); and *Leventhal v. Black & Lobello*, 305 P.3d 907,
27
28

1 911 (Nev. 2013); *superseded by statute on other grounds as stated in*,
2 *Fredianelli v. Pine Carman Price*, 402 P.3d 1254 (Nev. 2017). (timely
3 adjudication allows the court to determine the fee while “the attorney’s
4 performance is fresh in its mind”, and before “proceeds are distributed”).
5 The statute relies on the knowledge of the trial court to adjudicate a lien,
6 not review of a file, which might not be available due to a retaining lien.
7

8
9 Lastly, if the file were really needed, the Edgeworths would have
10 requested the file in 2017/2018.
11

12 **2. Ashley Ferrel and other counsel**

13 The Edgeworths falsely claim, “no evidence was presented
14 regarding the quality of the advocate with respect to any other attorneys
15 other than Simon whose work was billed during this time.” (Mot., at
16 19:23-25.) The claim is false for several reasons.
17

18
19 First, as discussed in *Leventhal*, the trial court is a witness to the
20 work done by the lawyers on cases before it. Far from “no evidence” the
21 Court saw firsthand the ability and competency of the lawyers on the
22 Simon team (including the lien adjudication process).
23

24
25 While direct evidence is enough, testimony at the evidentiary
26 hearing hit this issue as well. For example, on Day 3, Ms. Ferrel testified
27 to over 7 years of experience as a trial lawyer working for the nationally
28

1 known, premier Eglet firm, and the less well known, but also premier,
2 Simon firm. (Ex. 18, Day 3 95-96, & Ex. 19 Ferrel CV.) In sum, Ferrel is
3 undervalued at \$275 an hour.
4

5 **3. The Court's evidentiary ruling**

6 The Court made a correct evidentiary ruling when it upheld the
7 objection to a line of questions regarding NRPC 1.5 that was without
8 foundation and was not relevant. (Ex. I to the motion.) Notably, Vannah
9 abandoned the line of questioning at the hearing and then did not raise
10 the evidentiary ruling as an error on appeal. That said, the Edgeworths'
11 appellate briefing harped incessantly on the perceived issue - which did
12 not sway the Supreme Court.
13
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15

16 The written contract argument is a red herring. NRS 18.015(2)
17 provides that an attorney can recover a reasonable fee when there is no
18 express contract (written or otherwise). There is no law that says
19 differently. The accusation of an ethical violation is without merit. A
20 written fee agreement is not required to receive a reasonable fee
21 determined by a Nevada district court per NRS 18.015. NRS 18.015(5).
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1 **4. Federal district court caselaw**

2 The motion incorrectly attributes a quote from *Gonzalez-Rodriguez*
3 *v. Mariana's Enterprises et al.*, 2016 WL 3869870 (D. Nev. 2016) to the
4 Nevada Supreme Court. Even if correctly attributed, the *Gonzalez*
5 opinion is of passing interest, hourly fees granted in the Eighth Judicial
6 Dis. Court commonly exceed the federal rates. In this case, the Court
7 saw the work and amazing result of the Simon firm's efforts, took
8 testimony, and received the unrebutted expert opinion of Will Kemp.
9 The Court was provided with a sound foundation to reach a quantum
10 meruit finding.
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12
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15 **5. Brunzell analysis for Christiansen and Christensen**

16 The Court saw the excellent work of Pete Christiansen at the
17 evidentiary hearing. It is understood that attorney Christiansen is also
18 known to the Court from criminal practice. His CV is attached at ex. 20.
19 The rate of \$850 is more than reasonable given his ability and experience,
20 and by comparison, is less than what the Edgeworths felt was a
21 reasonable fee for John Greene.
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1 The CV for Christensen is attached at ex. 13. The Court saw
2 counsel's work, and the rate has been previously approved many times in
3 State court, most recently by Judge Denton following trial in *LVNS v.*
4 *Gandalf*, A-18-773329-C.
5

6 **III. Conclusion**
7

8 There is no excuse for the wholesale misstatements of fact and of
9 the record by the Edgeworths, as well as the defiance of the Supreme
10 Court orders. These arguments are not made in good faith and given their
11 pattern of abusive conduct, sanctions are clearly warranted.
12

13 Simon respectfully suggests the Court make a reasonable fee
14 award based on the market rate under quantum meruit for the work
15 performed following September 19, 2017, through February of 2018, in
16 accord with the unrefuted opinion of Will Kemp, which is consistent with
17 the Supreme Court's order of remand.
18
19

20 DATED this 13th day of April 2021.
21

22 /s/ James R. Christensen
23 JAMES CHRISTENSEN, ESQ.
24 Nevada Bar No. 003861
25 601 S. 6th Street
26 Las Vegas, NV 89101
27 (702) 272-0406
28 (702) 272-0415
jim@jchristensenlaw.com
Attorney for Daniel S. Simon

CERTIFICATE OF SERVICE

I CERTIFY SERVICE of the foregoing Opposition and Request for Sanctions; Countermotion was made by electronic service (via Odyssey) this 13th day of April 2021, to all parties currently shown on the Court's E-Service List.

/s/ Dawn Christensen
an employee of
JAMES R. CHRISTENSEN

EXHIBIT 1

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC,)	CASE#: A-16-738444-C
Plaintiffs,)	DEPT. X
vs.)	
LANGE PLUMBING, LLC, ET AL.,)	
Defendants.)	
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EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC,)	CASE#: A-18-767242-C
Plaintiffs,)	DEPT. X
vs.)	
DANIEL S. SIMON, ET AL.,)	
Defendants.)	
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BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
THURSDAY, AUGUST 30, 2018

RECORDER’S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4

APPEARANCES:

For the Plaintiff:	ROBERT D. VANNAH, ESQ. JOHN B. GREENE, ESQ.
For the Defendant:	JAMES R. CHRISTENSEN, ESQ. PETER S. CHRISTIANSEN, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 MR. VANNAH: Of course, he's never been fired. He's still
2 counsel of record. He's never been fired. There's no -- in fact, there's an
3 email telling him that you are still on the case, do a good job.

4 THE COURT: And I've seen that email, Mr. Vannah. So, I
5 mean, we're going to -- I know Mr. Simon's characterization of what
6 happened is he believed he was fired and that is the reason -- based on
7 the reasons that he's already testified to here this morning. But the
8 constructive discharge issue is still an issue that's before this Court that I
9 have yet to decide on.

10 MR. CHRISTENSEN: Correct, Your Honor. And perhaps it
11 was inartful phrasing of the question, but Mr. Simon has already testified
12 that he felt he had been fired --

13 THE COURT: I understand. He testified to the --

14 MR. CHRISTENSEN: -- so that was the gist in which the
15 question was -- was made.

16 THE COURT: Right. And he testified the reasons for which
17 he felt that way.

18 MR. CHRISTENSEN: However, I just for the record I do
19 disagree with Mr. Vannah's characterization.

20 THE COURT: And I know. I mean that's an issue that I'm
21 going to decide as part of what we're having this hearing about, but I
22 understand Mr. Simon believed he was fired, he testified to it, as well as
23 he testified to the reasons for which he was fired. So that's based on Mr.
24 Simon's understanding.

25 BY MR. CHRISTENSEN:

1 pending motions for summary judgment and counter summary
2 judgment. I mean there was just so much going on it was crazy.

3 Q What kind of contact did you receive from Vannah and
4 Vannah to become involved in that process to effect a compromise?

5 MR. VANNAH: Your Honor, let me object again as leading. I
6 never called him to effect a compromise. It's leading. He's testifying as
7 to his theory of the case. He's leading every single question.

8 THE COURT: Well, I mean, I think the -- I mean if he gets to
9 change the first word of that to did, did you receive any communication
10 from Vannah and Vannah?

11 BY MR. CHRISTENSEN:

12 Q Did Vannah and Vannah call?

13 A No.

14 Q Did you receive requests for the file?

15 A Didn't receive a request for the file. I think we had our first
16 meaningful discussion on a conference call with Mr. Vannah, Mr.
17 Greene, yourself, and myself, on December 7th.

18 Q Okay.

19 A I'm sure I had prior conversations, I think you did, too, with
20 Mr. Greene, but they weren't too meaningful because he always had to
21 check with Mr. Vannah.

22 Q What were you doing during that period with regard to the
23 underlying case?

24 A What I was expected to do.

25 MR. VANNAH; I'm sorry --

1 agreement regarding Viking, right?

2 A Yeah.

3 Q Okay. And there -- the Judge had questions of when all that
4 occurred, and how that occurred, how certain language ended up in
5 there. And so, I think this is -- I hope this helps clarify it. So, if you take a
6 look at 11-01, the first page of 11. So that is -- you'll see what that is, that
7 is an email from you on November 30th, and the timing is important,
8 November 30th at 8:38 a.m., to Mr. Brian Edgeworth; do you see that?

9 A Yes.

10 Q Now when did you first learn that Mr. Edgeworth had asked
11 us to be independent counsel to him?

12 A It must have been after that.

13 Q The next day or so, right?

14 A I never learned that you were independent counsel, but after
15 that is when I got your letter of direction.

16 Q Okay. So, this -- so November 30th, 2017 you sent to Mr.
17 Edgeworth, and I'll read what it says, and then I'll show the Court what
18 you actually included. It says, attached is the proposed settlement
19 release. And just so we're clear on that, that's the proposed settlement
20 release on the Viking settlement, right? You had reached one I think?

21 A I don't -- yeah, I would assume, yeah.

22 Q Well --

23 A Yes.

24 Q Thank you.

25 A Yes. I get you.

1 Q And it says, please review and advise when you can come in
2 to discuss. I'm available today anytime from 11:00 to 1:00 p.m., 11:00
3 a.m. to 1:10 p.m., to meet with you at my office. Do you see that?

4 A Okay.

5 Q All right. Then what you attached to that -- now let's put the
6 first page on there, I need to get some context of where we're going
7 here. But what you attached to that was this 11-02, the settlement
8 agreement and release between the Edgeworth and Viking it proposed,
9 right?

10 A Okay.

11 Q I mean, that's what you sent to him, right?

12 A I don't know if that's the document that's attached in there,
13 but I don't have any reason to dispute you.

14 Q Okay. And so that's 11-02. Now looking at 11-03, the way it
15 was sent. I don't totally understand how you guys do that, but you have
16 these changes, over here to the right, under settlement terms, on 11-03.
17 How do you do that, I'm just curious. I'd like to learn how to do that,
18 where you can send somebody something and show what the changes
19 are?

20 A I don't do that.

21 THE COURT: It's called -- you can edit documents in Word --

22 MR. VANNAH: Okay.

23 THE COURT: -- Mr. Vannah --

24 MR. VANNAH: All right.

25 THE COURT: -- and you click the corrections, it's corrections

1 is what it is.

2 BY MR. VANNAH:

3 Q It looked like one of the edited things is on the settlement
4 terms. The check to be made payable to the Edgeworth Family Trust and
5 its Trustees, Brian Edgeworth, and Angela Edgeworth, American Grating,
6 LLC, and this added part, and Law Office of Daniel S. Simon.

7 Did you -- were you the one that requested that your name be
8 added to the check?

9 A Be added to the check?

10 Q Yes. That's -- we're talking about the checks --

11 A Oh.

12 Q -- who's going to be on the check? It looks like there as a
13 request to add your name on the check.

14 A Okay.

15 Q Okay?

16 A I don't disagree with that.

17 Q All right. That's typically something that you would do,
18 right?

19 A Right. Because I'm still their attorney, I think at 11/29.

20 Q No, I --

21 A I didn't get your letter of direction until the following day.

22 Q Yeah, 11/30. Okay. That is on 11/30, at 8:38 a.m. All right.

23 A I'm sorry, what?

24 Q It's 11/30, November 30th, to make that simple, at 8:38 a.m. is
25 when this was sent?

1 A No, no, no. the correction, as you noted is 11/29, the day
2 before.

3 Q Oh, right. Well, these are the corrections that you were
4 suggesting?

5 A Yes.

6 Q All right. I appreciate that, I'm just trying to understand it.
7 So, the corrections you were proposing were on 11/29, right?

8 A I guess so.

9 Q Okay. All right. So, let me show you 11-3 it's part of the
10 same release. If you go down to paragraph D, D like in David, the
11 bottom of the page.

12 A I'm with you.

13 Q It says:

14 Plaintiffs represent their counsel of record, as explained, the
15 effect of a release of any and all claims known, or unknown,
16 and based upon that explanation and their independent
17 judgment by their reading of this agreement, Plaintiffs
18 understand and acknowledge the legal significance and the
19 consequences of the claims be released by this agreement.

20 That was -- well, then to be fair, let me put the next page up,
21 because it continues that paragraph. And it reads -- that's 11-04.

22 Plaintiffs further represent that they understand and
23 acknowledge the legal significance and consequences of a
24 release of unknown claims against the settling parties, set
25 forth in, or arising from the incident, and hereby assume full

1 responsibility for any injuries, damages or losses or liabilities
2 that hereafter may occur with respect to the matters release
3 by the agreement.

4 Did I read that right?

5 A You did.

6 Q Okay. And then on the same page, if you go down to -- my
7 name is not mentioned in this, right, this release? You can look at the
8 whole thing, but it's talking about the counsel of record, right?

9 A This is 11/29, you're right. You haven't sent me your letter
10 yet.

11 Q Right. No, I agree. You do down to "confidentiality" and it
12 reads: B. Confidentiality. And it reads:

13 The amount of this agreement shall remain confidential and
14 the settling parties and their counsel, Daniel Simon, agree
15 not to make any statement to anyone, including the press
16 regarding the amount of this settlement, except to the extent
17 that it may be disclosed to their respective attorneys.

18 Rather than just read on, and on, it's the typical confidentiality
19 agreement, agreed?

20 A Yeah.

21 Q Okay.

22 A Just like your prior provision that you read, it's very
23 standard.

24 Q Got you. So --

25 [Counsel confer]

1 MR. VANNAH: So, what is the exhibit number?

2 MR. GREENE: It's Number 12, page 1.

3 THE COURT: Okay. So, Exhibit 12, Mr. Vannah.

4 MR. VANNAH: Thank you.

5 BY MR. VANNAH:

6 Q On Exhibit 12, this is from Daniel Simon to John Greene at
7 my office. John Greene who is standing here, right? Are you with me, it
8 is, right? I'm just looking at the stuff above.

9 A Can you slide it over just a hair?

10 Q I sure can, I'm sorry.

11 A There we go.

12 Q Yeah.

13 A Yeah. It looks like it.

14 Q All right. I'm not sure how much of this is -- let's see if I
15 could --

16 A What day is that? Oh, November 30th.

17 Q That is dated November 30th --

18 A Oh, okay. You're involved now.

19 Q -- 5:30, right.

20 THE COURT: And I think there might be a zoom out button,
21 Mr. Vannah, so that you can make it a little bit --

22 MR. VANNAH: Help me.

23 THE COURT: Mr. Greene, can you assist. You can make it a
24 little smaller so we can see the whole thing?

25 MR. CHRISTENSEN: Your Honor, may I approach the

1 witness and provide him with my copy of Exhibit 12 --

2 THE COURT: Okay.

3 MR. CHRISTENSEN: So that he can read the whole thing

4 easily.

5 THE COURT: Sure.

6 MR. VANNAH: That's a great idea. Thank you. Thank you

7 very much.

8 UNIDENTIFIED SPEAKER: Almost there? Oh, yes.

9 THE COURT: This might assist you.

10 MR. GREENE: That's all of it. Okay.

11 THE COURT: Okay. It looks like it's all on there now.

12 MR. GREENE: All right. Beautiful.

13 MR. VANNAH: We're probably all looking at the regular

14 document.

15 BY MR. VANNAH:

16 Q So what do you say to, and I think mainly this is Mr. Greene,

17 but you do -- you do carbon, cc Brian Edgeworth and Angela Edgeworth

18 in this too, right?

19 A Yes.

20 Q All right. And it says: Please find attached, the final

21 settlement agreement.

22 A Correct.

23 Q And that's forwarded to -- all right, it says: Please have

24 clients sign as soon as possible to avoid any delay in processing

25 payment. This shall also confirm that your office -- that would be

1 Vannah and Vannah, right?

2 A Right.

3 Q Is advising them about the effects of their release and
4 representing them to finalize settlement through my office. We're going
5 to explain the effects of release to them. Because you're not going to
6 talk to them, right? And you're saying that we're going to represent
7 them to finalize settlement through your office.

8 Right? Is that what you're saying?

9 A Through your office.

10 Q No, it says -- I'll read it to you again.

11 A Oh, through my office, okay.

12 Q Through your office.

13 A Oh, yes. Okay.

14 Q We're going to finalize --

15 A I'm with you.

16 Q -- the settlement through your office. Also, I first received a
17 call from you this morning advising the clients wanted to sign the initial
18 draft of the settlement agreement as is.

19 So, what that meant was, that morning, we had advised you that,
20 you know what, the settlement agreement is fine as is, the way it is,
21 they're willing to sign it as is, but you made some modifications, right?

22 A Yep.

23 Q All right. And you -- and you state: Since, this time, and that
24 would -- when I say since this time, that would be on November 30th,
25 from that morning, you had gotten involved and made some

1 modifications, right?

2 You said: Since that time, I spent substantial time negotiating
3 more beneficial terms to protect the clients. Specifically, I was able to
4 get the Defendants to agree to omit the confidentiality provision
5 providing mutual release and allow the opportunity to avoid a good faith
6 determination of the Court if the clients resolve the Lange claims,
7 providing Lange will dismiss his claims against Viking. Just so we are
8 clear, your office did not ask for these substantial additional beneficial
9 terms to protect the client.

10 Do you see that? Did I read that right?

11 A Yep.

12 Q So, what you're saying is, look, this morning, you told me
13 that the clients were ready to sign the agreement as it is, but guess what,
14 I did a great job. I spent substantial time -- and that's fine -- I spent
15 substantial time working on the case, meeting with the other side, and
16 getting them to take some provisions out of the original settlement
17 agreement that you were already willing to sign. I got them to take the
18 confidentiality agreement out. I got a mutual release. And I got in a
19 position where everybody's going to agree to waive the good faith
20 settlement if you -- if we settle with Lange, right? And that was
21 beneficial to the clients, right?

22 A I guess, based on

23 Q What --

24 A Yeah, based on this email that's -- the email says what it
25 says.

1 Q Well, it says here, this is very beneficial. You guys didn't ask
2 for it. I went and did it and I did a great job, and I got a better deal on the
3 release on the one you were willing to sign, right? And that's what
4 you're saying?

5 A Yep.

6 Q Okay. Additionally, this morning -- and that would be the
7 morning of November 30th -- you asked me to approach Lange to accept
8 the \$25,000 offer from mediation.

9 Do you see that?

10 A Yes.

11 Q All right. So there had been an offer from Lange for 25,000 at
12 the mediation, and your recollection of the conversation, I'm not
13 disputing it, was that we had said look, we want the Lange case settled,
14 take the 25,000, we want the Lange case settled, right?

15 A Yep.

16 Q All right. And by the way, don't let me -- I don't want to
17 digress yet. All right. Since this time, now that would be the same
18 morning, right, the same day, because that morning I said, go ahead and
19 accept it if that's what you do. Do better, do better, but whatever, we'll
20 accept it if that's what it is. Since that time, and that -- that would be the
21 same day, I was able to secure a \$100,000 offer, less all money Lange is
22 claiming they are owed.

23 Do you see that?

24 A Yes.

25 Q Lange would then dismiss their claims against Viking,

1 allowing the client to avoid the motion for determination of good faith
2 settlement as part of the settlement. Please advise if the clients want me
3 -- that's you, right, Danny Simon -- to move forward to finalize the
4 settlement with Lange pursuant to these terms.

5 So, you're saying, please advise me, Mr. Vannah or Mr. Greene if
6 the clients want me, Danny Simon, to move forward to finalize the
7 settlement with Lange pursuant to these terms.

8 Do you see that?

9 A Yes.

10 Q All right. And when the -- and the answer was, yes, move
11 forward and do it. You moved forward and you settled it, right?

12 A Based on your direction, yes.

13 Q All right. Now, let's talk about the clients' rights, okay? And
14 when a lawyer's handling in their case. Would you agree with me that
15 often times clients actually make decisions about settlement or not to
16 settle, that really are against the attorney's beliefs and
17 recommendations, agreed?

18 A It's the decision of the client to resolve the claim ultimately,
19 after they've been informed about it.

20 Q Yes. And often times, at least maybe you're better at
21 persuasion than I am, but often times, even though you feel like the
22 client's making a mistake by accepting something or rejecting a
23 settlement. It is the client's right because it's their risk, their life, it's their
24 case. They retain that right to say, you know what, I appreciate your
25 advice, but I want to do it this way. Agreed?

1 Q When you receive that fax and/or when you received the call
2 did you just drop everything on the file?
3 A What do you mean?
4 Q Did you stop work on the file?
5 A No, of course not.
6 Q Could stopping work place the clients in jeopardy?
7 A It depends on the situation.
8 Q But at any rate you continued to do some work on the file
9 and actually increased offers for them, correct?
10 A Yes.
11 Q Now that work all occurred on November 30th, correct?
12 A Yes.
13 Q We were shown, this is Edgeworth Exhibit 3, this is Bate 1,
14 this is that infamous contingency email of August 22, 2017?
15 A Yes.
16 Q And the forward on this indicates that you sent it to me on
17 December 1, 2017?
18 A Yes.
19 Q So you went out and consulted your own lawyer?
20 A Yes.
21 Q Why did you do that?
22 A Because I felt that I was terminated, when he's meeting with
23 other lawyers, and I'm getting letters that I'm supposed to be talking to
24 other lawyers about a case that I had been representing on for a
25 substantial time and did amazing work on and gave amazing advice.

1 And the only reason for that would -- for another law firm to get involved
2 is if I'm out.

3 Q And you were in an awkward position, weren't you? As I
4 think Mr. Vannah made abundantly clear you never did move to
5 withdraw?

6 A Right.

7 Q Why not.

8 A Number one, I'm not going to just blow up any settlements,
9 number one. I've never done that, never will. I continue to work, and I
10 always put the client's interest above mine, which I did in this case, even
11 after I'm getting all of these letters.

12 Number two, even later, Mr. Vannah was making it abundantly
13 clear that they were coming after me, if I decided to do something that
14 might even remotely be considered adverse to the client.

15 So, I'm in an awkward position, I'm going to fulfill my duties
16 regardless, and it was clear they didn't want to pay me. But I'm still
17 going to do it, and do my job for the client regardless, and payment is
18 going to be an issue that we deal with later.

19 Q And that's the same day I believe you filed your first
20 attorney's lien?

21 A Yes.

22 THE COURT: And what was the first day you consulted with
23 Mr. Christensen to represent you? Do you remember?

24 THE WITNESS: I don't , but it would have been around that
25 time, or a few days or more, before, when I felt that I wasn't getting

1 appropriate responses from clients that I've had communication with at
2 all hours a day for the last six months, who stopped communicating with
3 me.

4 THE COURT: So around that November 30th timeframe?

5 THE WITNESS: Probably.

6 MR. CHRISTENSEN: Just one moment, Your Honor.

7 THE COURT: Okay.

8 MR. CHRISTENSEN: We're through, Your Honor.

9 THE COURT: Okay. Mr. Vannah, do you have any follow-up
10 recross?

11 MR. VANNAH: Briefly.

12 RECROSS-EXAMINATION

13 BY MR. VANNAH:

14 Q So you took that letter, we talked about it, the one where you
15 told me, go to talk to other attorneys, that you thought it was fair, that
16 they should sign this new fee agreement, right?

17 A Sure.

18 Q What was the date of that?

19 A November 27.

20 Q Now you had talked to Mr. Christensen, and got your
21 attorney, Mr. Christensen not long necessarily, but before you ever
22 heard from me, right?

23 A Possibly, yeah. I don't disagree with it.

24 Q So --

25 A I don't have exact timeframes.

1 Q That's okay. But I'm just pointing out, before you ever heard
2 from me, or ever heard that I'd been asked to be independent counsel
3 and give them advice, whatever you want to call it, you can call it
4 whatever you want to.

5 A Yeah.

6 Q But before you heard from me that I was going to be
7 assisting as him an attorney, at your suggestion, you had already
8 contacted Mr. Christensen to ask his advice to represent you, give you
9 attorney advice on this whole issue?

10 A Probably right around the same time.

11 Q All right. One of the reasons for that, when you wrote that
12 letter, when you wrote -- let me see the bottom part of that letter, that
13 you wrote to them.

14 THE COURT: This is the November 27th letter Mr. Vannah?

15 MR. VANNAH: Yeah. Yeah. I mean, there's -- so it's page 7,
16 Exhibit 4.

17 THE COURT: Okay.

18 MR. VANNAH: Are you with me, Judge, you're right there?

19 THE COURT: Yes.

20 BY MR. VANNAH:

21 Q You wrote: If you were not agreeable. And I assume
22 agreeable to sign the agreement, right, if you're not agreeable?

23 A Yes.

24 Q Then I cannot continue to lose money to help you. Do you
25 see that?

1 A Yes.

2 Q I will need to consider all options available to me.

3 A Okay.

4 Q So what you're telling him, I mean, as I'm reading the letter,
5 if I were a client, I'm reading the letter and it says, if you're not
6 agreeable to signing this fee agreement, then I cannot continue to lose
7 money to help you, to me that would say, I can't continue to work on
8 this case because I'm losing money; is that what you're telling him?

9 A Unless we work something out.

10 Q And then you say, I will need to consider all options available
11 to me?

12 A Yeah.

13 Q One of those is to withdraw from the case, right?

14 A I don't know. I didn't know what my options were at that
15 time.

16 Q Well, you talked to Mr. Christensen by then, hadn't you?

17 A Around that time, I guess, yeah.

18 Q Okay.

19 A Because I needed to learn my options, because I haven't had
20 any communication with them, verbally, since November 25th, and
21 they're promising to meet with me, and they were being cagey about it,
22 and, you know, so I needed to figure out what my options were.

23 Q I understand. But when you make the statement, if you were
24 not agreeable, then I cannot continue to lose money to help you, I will
25 need to consider all options available to me. Did that not dawn on you

1 when you wrote that in there, that that probably -- that they're probably
2 going to take up your suggestion that they might want to confer with
3 someone else? Because at that point in time you two have a little bit of
4 disagreement here, right?

5 A Oh, yeah.

6 Q You want him to sign this new fee agreement -- or not a new
7 one, you want him to sign a fee agreement, first time ever --

8 A Yeah.

9 Q -- and they are obviously balking at doing that, right?

10 A As we're talking about money, right?

11 Q Right.

12 A Yeah.

13 Q So you're --

14 A We're talking about what's fair, and we're having that
15 discussion back and forth, and they weren't giving me a number that
16 they even thought was fair.

17 Q No, and I appreciate -- not only that, sir, you actually said,
18 here's what I want you to sign?

19 A Yeah.

20 Q I mean, you no longer -- nobody is pussyfooting around, you
21 are saying, I want you to pay me \$1,500,000 right now --

22 A Yeah.

23 Q -- giving you credit for what you've paid, I want \$1,500,000
24 and then I want to have an agreement with what we're going to do with
25 Lange in the future; that's what you're telling him?

1 A Yes.

2 Q And you say, if you're not going to agree, then I can't
3 continue losing money on a case, which is a veiled threat, that I'm going
4 to withdraw, that's a veiled threat, right?

5 A No. It's not a veiled threat, because if you look at my actions
6 afterwards I didn't do anything of the sort.

7 Q But we're not looking at your actions afterwards, we're
8 looking at your actions on the date that the client is receiving this letter.

9 A Right.

10 Q Well, the date the client is receiving the letter they don't
11 know what you're going to do, because you're telling them that I can't
12 continue to lose money on this case if you don't sign this agreement.
13 What does that mean to client when you say, I can't continue? Doesn't
14 that mean to the client that they should be concerned as to whether or
15 not you're going to wrap this thing up or not?

16 A They should have come -- they should have had a
17 conversation with me, which they were refusing to have.

18 Q Or follow your advice. Your other advice was, you know
19 what, you can go out and talk to any other attorney in town and they'll
20 tell you the same thing I'm telling you, this is fair?

21 A Absolutely.

22 Q Well, then they took up your advice and they came and
23 talked to me.

24 A And I guess --

25 Q I guess they got the one guy that didn't think it was fair.

1 A Well, the one guy who didn't think it was fair, I think if you
2 were sitting in my seat you'd have a different opinion.

3 Q Well, I'm not, so.

4 A I get it.

5 Q And then when you said, I will need to consider all options
6 available to me. I guess they should consider all option available, they
7 don't care; is that fair?

8 A I guess so.

9 Q And obviously they shouldn't be coming to you to get advice
10 as to whether or not this fair or not, because you guys, at this point have
11 -- you want them to sign the agreement, and they don't want to. So, at
12 that point they probably should get independent advice, right?

13 A I don't know that they didn't want to. After this agreement
14 was sent to them Mr. Edgeworth sent an email to me, saying, hey,
15 thanks for the agreement. Brian is on his way back; we are going to
16 meet with our attorney before we sign.

17 Q Yeah.

18 A Right?

19 Q They did.

20 A So that seemed they were considering signing it --

21 Q Oh, I --

22 A -- but then wanted just to double check with an attorney, and
23 that's when I guess you told them not to and decided to take the path
24 that we took.

25 Q I suppose that would be true. I think that's pretty

1 straightforward. Okay.

2 A All right.

3 Q All right. Thank you.

4 A You're welcome. Thank you.

5 THE COURT: Not so quick, Mr. Simon. Mr. Christensen, did
6 you have any follow-up?

7 MR. CHRISTENSEN: Yes, Your Honor.

8 THE COURT: I assume you do, you're at the podium.

9 FURTHER REDIRECT EXAMINATION

10 BY MR. CHRISTENSEN:

11 Q Nevada has an option for an attorney to secure a fee in a
12 case? Do you know --

13 THE COURT: Who has the option, I'm sorry?

14 MR. CHRISTENSEN: To secure a fee in a case.

15 THE COURT: But you said -- who --

16 MR. CHRISTENSEN: An option, Nevada does.

17 THE COURT: Nevada, okay. I was just was, what's the first
18 name.

19 THE WITNESS: What do you mean by "secure"?

20 BY MR. CHRISTENSEN:

21 Q Protect, perceive?

22 A Oh, yeah.

23 Q What is that?

24 A That is the Attorney Lien Statute 18.015.

25 Q And when did you file an attorney's lien?

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MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

EXHIBIT 2

Ashley Ferrel

From: Kendelee Works <kworks@christiansenlaw.com>
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Simon v. Edgeworth et al: underlying client file
Attachments: Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

From: Patricia Lee <plee@hutchlegal.com>
Date: May 19, 2020 at 12:01:58 AM PDT
To: Kendelee Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain <jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendele: With respect to the Edgeworth defendants, they are presumably bound by the protective order and are absolutely entitled to receive all of the information that makes up their legal file per NRS 7.055. As they are parties to the Protective Order, which does not prevent them from being in possession of this information, we once again maintain that the entirety of the file must be produced prior to the expiration of the 5-day notice. As counsel for the Edgeworths, we will analyze the information produced (once it's finally produced) to determine which portions are arguably within the scope of the executed Protective Order and will conduct ourselves accordingly. In short, the Protective Order cannot be an excuse for withholding the entirety of the file. In closing, we will expect the entirety of the file prior to the expiration of the 5-day notice. Thank you.

Best regards,

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

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Simon v. Edgeworth et al: underlying client file

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of

course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

Patricia Lee

Partner

[HS

logo]<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fhutchlegal.com%2f&c=E,1,yo2RwmlI8Co8OZcSA6Sulkkv0Wcp3NX8qM2vvdHr914XRvvN5gUPB4NDjVTJbgdx_ITTyccrjyJeRQ8zPppho6bgVPkExU2ddXmAN8jih6_tzrWu&typo=1>

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<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRIERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKbHFMNQHsKhI6rX-ptGKeMd8xfV4NB0UYGVvmSmzkNNxc3HE4osCK4r3D8u&typo=1>

<[https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOEzbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHl1h2LorQQw9YpGSHF3Vgh2U1VxlNee8,&typo=1)

[3GheG5gB_gVQouOEzbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHl1h2LorQQw9YpGSHF3Vgh2U1VxlNee8,&typo=1](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOEzbzZEBZUwcxggb6A5D0blhHeBbegA6OhVIIJ09SNGOku5B6neVVHl1h2LorQQw9YpGSHF3Vgh2U1VxlNee8,&typo=1)>

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Ashley Ferrel

From: Kendelee Works <kworks@christiansenlaw.com>
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file
Attachments: Exhibit A.pdf; ATT00001.htm

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW



From: Patricia Lee <plee@hutchlegal.com>
Date: May 22, 2020 at 4:40:31 PM PDT
To: Kendelea Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain
<jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendelea: Please arrange to have the file mailed directly to Mr. Edgeworth at the following address:

Brian Edgeowrth
American Grating
1191 Center Point Drive
Henderson, Nevada 89074

You may send the bill for the carrier or postage to my attention for payment, or, alternatively, we can arrange for Fed Ex to pick it up for delivery directly to Mr. Edgeworth, whichever you prefer. As we will not be receiving any portion of the file, my firm does not need to execute a wholesale agreement with respect to the Protective Order. In any event, the terms of the Protective Order itself mandates that Mr. Simon's office return or destroy all CONFIDENTIAL information produced within 60 days of the conclusion of the dispute. My understanding is that the underlying dispute has been concluded for some time. It is therefore unclear what documents you would even still have in your possession that would be deemed "Protected."

In any event, we will not be dispatching anyone to your office as we are carefully minimizing our staff's exposure to third party situations in light of COVID. Please let me know if you would like us to arrange Fed Ex pick up for delivery to Mr.

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

From: Kendelea Works [mailto:kworks@christiansenlaw.com]

Sent: Friday, May 22, 2020 3:40 PM

To: Patricia Lee <PLee@hutchlegal.com>

Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>

Subject: Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelea Works [mailto:kworks@christiansenlaw.com]

Sent: Friday, May 22, 2020 10:15 AM

To: Patricia Lee <PLee@hutchlegal.com>

Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>

Subject: Re: Simon v. Edgeworth et al: underlying client file

To be clear, are you refusing to sign off on the Acknowledgment and be bound by the protective order?

On May 22, 2020, at 9:51 AM, Patricia Lee
<PLee@hutchlegal.com> wrote:

Kendele: You may produce the protected portions of the Edgeworth's file (which, based on the definitions set forth in the Protective Order are likely limited) directly to them as they are under the protective order. We will expect full production of the Edgeworth's legal file today. Thank you.

Best regards,

From: Kendele Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW

Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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Patricia Lee
Partner



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Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com



From: Patricia Lee <PLee@hutchlegal.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file
Date: May 27, 2020 at 2:37:51 PM PDT
To: "Peter S. Christiansen" <pete@christiansenlaw.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>, Kendelea Works
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance

with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14th per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

From: Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]
Sent: Wednesday, May 27, 2020 12:57 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>; Kendelee Works <kworks@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final

disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.
Christiansen Law Offices
810 S. Casino Center Boulevard
Las Vegas, NV 89101
Phone (702) 240-7979
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

From: Patricia Lee <PLee@hutchlegal.com>
Sent: Wednesday, May 27, 2020 8:52 AM
To: Kendelea Works
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelea Works
<kworks@christiansenlaw.com> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

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On May 22, 2020, at 10:28 AM, Patricia Lee
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Cc: Peter S. Christiansen <pete@christiansenlaw.com>;
Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client
file

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Acknowledgment and be bound by the protective
order?

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To: Patricia Lee
<PLee@hutchlegal.com>
Cc: Peter S. Christiansen
<pete@christiansenlaw.com>; Jonathan
Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al:
underlying client file

Patricia,

We understand that the Edgeworths
are a party to the Protective Order
and thus, bound by its
terms. However, section 7.1 makes
clear that a party in receipt of
protected materials may only use

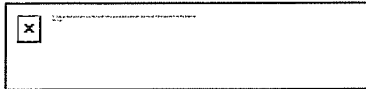
such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section

7.2. Accordingly, despite that we have not not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

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Thank you,
KLW

Patricia Lee
Partner



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Patricia Lee
Partner



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Patricia Lee
Partner

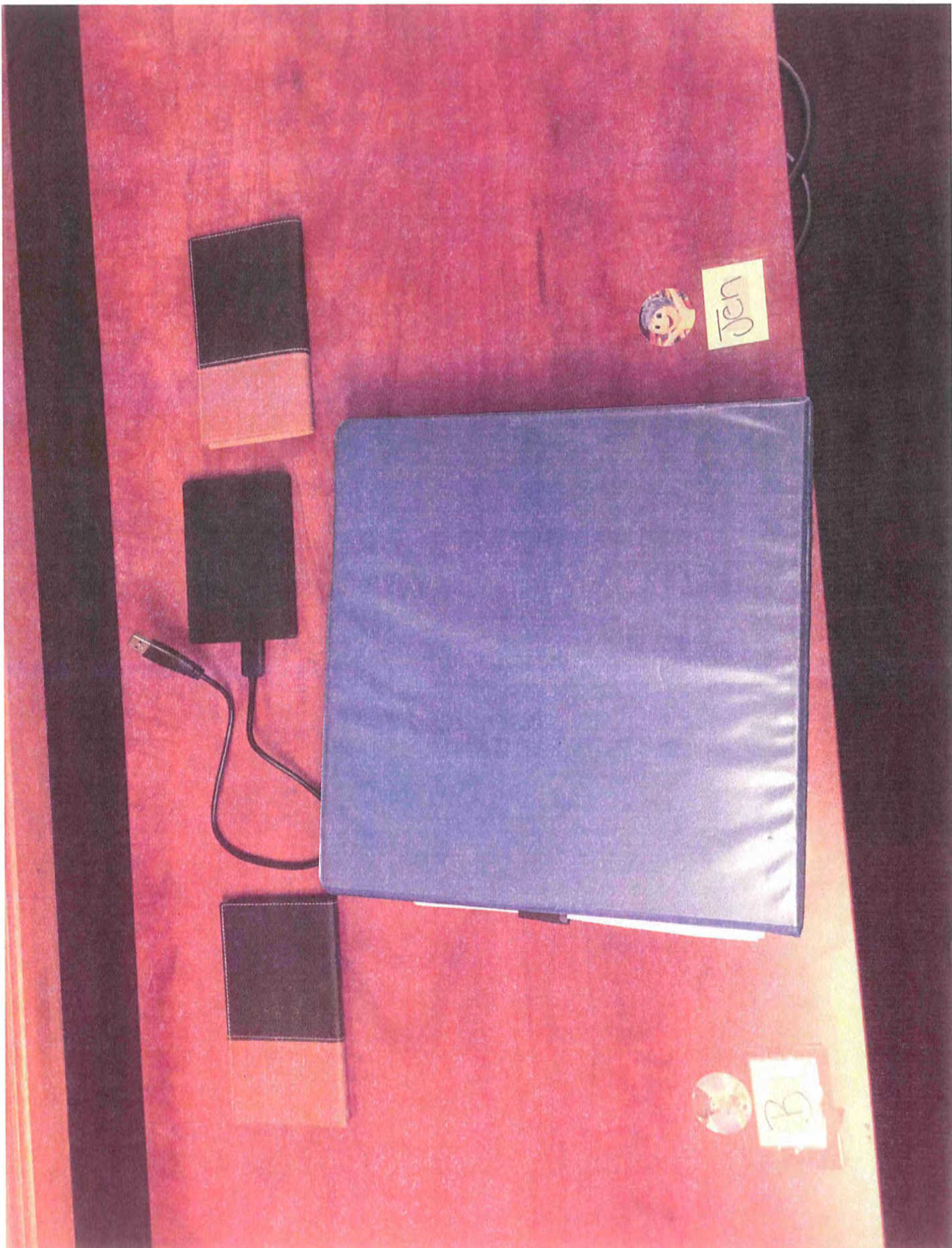


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Patricia Lee
Partner

EXHIBIT 3



AA0417

EXHIBIT 4



Dear Customer,

The following is the proof-of-delivery for tracking number: 393277379817

Delivery Information:

Status:	Delivered	Delivered To:	
Signed for by:	M.BRIAN	Delivery Location:	
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; No Signature Required		HENDERSON, NV,
		Delivery date:	May 28, 2020 10:16

Shipping Information:

Tracking number:	393277379817	Ship Date:	May 27, 2020
		Weight:	
Recipient:		Shipper:	
HENDERSON, NV, US,		LAS VEGAS, NV, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

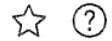
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EXHIBIT 5

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

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EDGEWORTH FAMILY TRUST;
AND AMERICAN GRATING, LLC,

Appellants/Cross Respondents.

vs.

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

Respondents/Cross-Appellants.

Supreme Court Case

**No. 77678 consolidated with No.
78176**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

vs.

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

Respondents.

APPEAL FROM FINAL JUDGMENTS ENTERED FOLLOWING
EVIDENTIARY HEARING
THE EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA
THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

APPELLANTS' OPENING BRIEF



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EDGEWORTH FAMILY TRUST;
AND, AMERICAN GRATING, LLC

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * *

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Supreme Court Case

**No. 77678 consolidated with No.
78176**

ROUTING STATEMENT

This matter is not presumptively assigned to the Supreme Court as set forth in NRAP 17(a), or presumptively assigned to the Court of Appeals as set forth in NRAP 17(b).

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I. STATEMENT OF THE ISSUES PRESENTED FOR REVIEW:

Whether the District Court erred, as a matter of law, when it:

- A. Ruled that the Edgeworth Family Trust and American Grating, LLC (“Appellants”) constructively discharged Daniel S. Simon (Simon) and The Law Office of Daniel S. Simon, A Professional Corporation (Respondents, referred to hereafter as “Simon”) on November 29, 2017;
- B. Found that Simon was entitled to quantum meruit compensation of \$200,000, versus his hourly rate of \$550, for services rendered for Appellants between November 30, 2017, and January 8, 2018;
- C. Dismissed Appellants’ Amended Complaint pursuant to NRCP 12(b)(5);
- D. Found the Appellants’ conversion claim was not brought or maintained on reasonable grounds; and,
- E. Awarded Simon \$50,000 in attorney’s fees and \$5,000 in costs with no explanation.

II. STATEMENT OF THE CASE

A. PROCEDURAL POSTURE

This is an appeal from a final judgment entered before the Eighth Judicial District Court (hereinafter “District Court”) and Order Adjudicating Simon’s Attorney’s Lien entered November 19, 2018; Order Dismissing the Appellants’ Amended Complaint entered November 19, 2018; and, Order awarding Simon \$50,000 in attorney’s fees and \$5,000 in costs entered February 8, 2019.

Appellants filed their Notice of Appeal of the District Court’s Order Adjudicating Simon’s Attorney’s Lien and Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5) on December 7, 2018, and filed their Notice of Appeal of the District Court’s Decision and Order Granting in Part and Denying in Part Simon’s Motion for Attorney’s Fees and Costs on February 15, 2019.

B. PUBLIC POLICY IMPLICATIONS OF THE SO-CALLED

“SIMON RULE”

This appeal concerns issues involving great public importance: specifically, attorney’s liens and fees, but more generally, when greed and coercion can cripple client trust and soil society’s expectations of attorney transparency. Unfortunately, throughout the years, the legal profession has amassed a public perception of dishonesty, untowardness, and avarice. Sissela Bok, “Can Lawyers Be Trusted,” Univ. of Penn. L. Rev. Vol. 138:913-933 (1990). When the behavior of attorneys

becomes marred by opportunism, dishonesty, and abuse, there is a real risk that society's distrust of lawyers will continue to worsen.

This appeal is about Simon, a Nevada attorney, and the conduct he foisted on Appellants as their attorney. Simon's conduct is called "The Simon Rule." Here it is: 1.) Agreed to represent Appellants for an hourly fee of \$550, but then, in contravention of NRPC 1.5(b), failed to ever reduce the fee agreement to writing. *Appellants' Appendix (AA), Vol. 2 000278-000304; 000354-000374.* 2.) Billed and collected over \$367,000 in fees for eighteen months by sending periodic invoices to Appellants at that agreed upon rate of \$550/hour. *Id., 000278-000304.* 3.) When it was certain that the value of the case increased (from a property damage case worth \$500,000 to a products liability matter valued over \$6,000,000), demanded more money from Appellants. *Id.* 4.) Couple the demand with threats that caused Appellants to believe that if they didn't acquiesce, he would stop working on their case. *Id.* 5.) When Appellants would not acquiesce and modify the hourly fee agreement to a contingency fee/bonus, used his failure to reduce the fee agreement to writing as a basis to get more money from Appellants via the equitable remedy of quantum meruit and its plus one, a "charging lien. *Id.*

This Court needs to stop The Simon Rule dead in its tracks and prevent all lawyers from behaving this way then, now, and in the future. The Simon Rule incentivizes lawyers to act in a manner that lacks transparency and encourages

practices in direct violation of NRPC 1.5(b) & (c). It also leaves clients with two awful options: acquiesce or litigate. Neither the facts, nor the law, nor practical nor common sense, support The Simon Rule, or the rulings of the District Court that would allow it to either exist or flourish.

III. STATEMENT OF FACTS RELEVANT TO ISSUES PRESENTED
FOR REVIEW:

A. The Simon Invoices:

Appellants retained Simon to represent their interests following a flood at a residence they owned. *AA, Vol. 2 page 000296, lines 10 through 14; 000298:10-12; 000354-000355.* The representation began on May 27, 2016. *AA, Vol. 2 000278:18-20; 000298:10-12; 000354.* Simon billed Appellants \$550 per hour for his work from that first date to his last entry on January 8, 2018. *AA, Vols 1 and 2 000053-000267; 000296-000297; 000365-000369.* Damage from the flood caused in excess of \$500,000 of property damage, and litigation was filed in the 8th Judicial District Court as Case Number A-16-738444-C. *AA, Vol. 2 000296.* Appellants brought suit against entities responsible for defective plumbing on their property: Lange Plumbing, LLC, The Viking Corporation, and Supply Network, Inc. (Lange and Viking). *AA, Vol. 2 000278:24-27; 000354.*

The District Court held an evidentiary hearing to adjudicate Simon's attorney's lien over five days from August 27, 2018, through August 30, 2018, and

concluded on September 18, 2018. *AA, Vol. 2 000353-000375*. The Court found that Simon and Appellants had an implied agreement for attorney's fees. *Id., at, 000365-000366;000374*. However, Appellants asserted that an oral fee agreement existed between Simon and Appellants for \$550/hour for work performed by Simon. *AA, Vols. 2 & 3 000277-301; 000499:13-19; 000502:18-23; 506:1-17; 511:25, 512:1-20*.

Simon admitted that he never reduced the hourly fee agreement to writing. *AA, Vol. 3 000515-1:8-25*. Regardless, Simon and Appellants performed the understood terms of the fee agreement with exactness. *AA, Vol. 2 000297:3-9; AA, Vol. 3 000499:13-19; 000502:18-23; 506:1-17; 511:25, 512:1-20*. How so? Simon sent four invoices to Appellants over time with very detailed invoicing, billing \$486,453.09 in fees and costs, from May 27, 2016, through September 19, 2017. *AA, Vols. 1 & 2 000053-000084; 000356:15-17; 000499:13-19; 000502:18-23; 506:1-17; 511:25, 512:1-20*.

Simon always billed for his time at the hourly rate of \$550 per hour (\$275 per hour for associates). *AA, Vols. 1 & 2 000053-000267; 000374*. It is undisputed Appellants paid the invoices in full, and Simon deposited the checks without returning any money. *AA, Vol. 2 000356:14-16*. And Simon did not express any interest in taking the property damage claim on a contingency basis with a value of \$500,000. *AA, Vol. 2 000297:1-5*.

Simon believed that his attorney's fees would be recoverable as damages in the underlying flood litigation. *AA, Vol. 2 000365-000366*. To that end, he provided computations of damages pursuant to NRCP 16.1, listing how much in fees he'd charged. *Id., 000365:24-26*. At the deposition of Brian Edgeworth on September 29, 2017, Simon voluntarily admitted that "[the fees have] all been disclosed to you" and "have been disclosed to you long ago." *AA, Vol. 2 000300:3-16; 000302-000304; 000365:27, 000366:1*. Those were hourly fees spoken of and produced by Simon. *Id., 000365:24-27, 000366:1*. Thus we see that through Simon's words and deeds he clearly knew and understood that his fee agreement with Appellants was for \$550 per hour...until he wanted more. *Id.*

B. Simon's Inflated Attorney's ("Charging") Lien

Despite having and benefiting from an hourly fee agreement, Simon wanted more and devised a plan to get it. *Id., 000271-000304*. In late Fall of 2017, and only after the value of the flood case skyrocketed past \$500,000 to over \$6,000,000, Simon demanded that Appellants modify the hourly fee contract so that he could recover a contingency fee dressed poorly as a bonus. *AA, Vol. 2 000298:3-17*.

Simon scheduled a meeting with Appellants in mid-November of 2107. At that meeting, Simon told Appellants he wanted to be paid far more than \$550.00 per hour and the \$367,606.25 in fees he'd already received from Appellants. *Id.*

Simon said he was losing money and that Appellants should agree to pay him more, like 40% of the \$6 million settlement with Viking. *AA, Vols. 2 & 3 000299:13-22; 000270; 000275; 000515-1*. Simon then invited Appellants to contact another attorney and verify that “this was the way things work.” *AA, Vol. 3 000000515-1, 000515-2, 000516:1-7, 000517:13-25*.

Appellants refused to bow to Simon’s pressure or demands. *AA, Vol. 2 000300:16-23*. Simon then refused to release the full amount of the settlement proceeds to Appellants. *Id.* Instead, Simon served two attorney’s liens on the case: one on November 30, 2017, and an Amended Lien on January 2, 2018. *Id.; AA, Vol. 1 000001; 000006*. Simon’s Amended Lien was for a net sum of \$1,977,843.80. *Id.* This amount was on top of the \$486,453.09 in fees and costs Appellants already paid in full to Simon for all his services and time from May 27, 2016, through September 19, 2017. *AA, Vol. 2 000301:12-13*.

C. Simon’s Transparent Attempt to Circumvent NRPC 1.5(b) and NRPC 1.5(c):

Appellants accepted Simon’s invitation to consult other attorneys and contacted Robert D. Vannah, Esq. *AA, Vol. 3 000515-2:22-25, 516:1-7*. Thereafter, Mr. Vannah contacted Simon and explained that since the settlement with Viking was essentially completed, it would not be expeditious for Mr. Vannah to substitute into the case or to associate with Simon. *AA, Vol. 3 000490-000491*.

Mr. Vannah told Simon that he was to continue on the case until the

settlement details were all ironed out. *Id.* And those details were clearly minimal, as the lion's share of rigorous and time-consuming work had already been completed: a successful mediation with Floyd Hale, Esq.; an offer from Viking of \$6 million to resolve those claims (*Id.*); and, an offer from Lange to settle for \$25,000, to which Appellants had consented to accept both no later than November 30, 2017. *AA, Vol. 2 000357:22-23.* The only tasks remaining on the case were ministerial, i.e., signing releases and obtaining dismissals of claims. *Id., 000517:13-25, 000518.*

At the evidentiary hearing, Simon finally admitted that he could not charge a 40% contingency fee because he had not obtained a written contingency fee agreement. *AA, Vol. 3 000515-1.* Regardless, Simon pushed the District Court to adopt The Simon Rule, arguing that since he, the lawyer, didn't reduce the fee agreement to writing, let alone a written contingency fee agreement as required by NRPC 1.5(c), he could get a 40% fee via the equitable remedy of quantum meruit because 40% is the normal charge if a contingent fee agreement existed. *AA, Vol. 1 000045.*

Rather than own up to his mistakes and invited errors in failing to comply with NRPC 1.5(b) by not reducing the fee agreement with Appellants to writing, Simon turned on the spin cycle and blamed Appellants. *Carstarphen v. Milsner*, 270 P.3d 1251, 128 Nev. 55 (2012). This Court should not reward Simon's invited

errors with an equitable windfall of a \$200,000 fee/bonus. *Id.*

D. The Purported Constructive Discharge:

The District Court held that Appellants constructively discharged Simon on November 29, 2017. *AA, Vol. 2 000369:22-25*. The basis was a purported “breakdown in attorney-client relationship,” and the lack of communication with regard to the pending legal issues, i.e., the Lange and Viking Settlements. *Id.*, 000361-000364.

Yet, it was Simon who: 1.) Demanded that Appellants change the terms of the fee agreement from hourly to contingent when the case value increased; 2.) Told Appellants he couldn’t afford to continue working on their case at \$550 per hour; 3.) Threatened to stop working on Appellants’ case if they didn’t agree to modify the fee agreement; 4.) Encouraged Appellants to seek independent legal counsel; 5.) Sought legal counsel, as well; 6.) Continued to work on Appellants’ case through its conclusion with Viking and Lange; and, 7.) Billed Appellants for all of his time from November 30, 2017 (the date after the alleged constructive discharge), through January 8, 2018 (the conclusion of the underlying case). *AA, Vols. 1, 2, & 3 000298:13-24; 0000159-000163, 000263-000265; 000515-2:22-125, 000516:1-7.*

The District Court determined the appropriate method to award attorney fees after November 30, 2017, would be via quantum meruit. *AA, Vol. 2 000369:16-27.*

The District Court further decided Simon was “entitled to a reasonable fee in the amount of \$200,000.” *AA, Vol. 2, 000370-000373*. Appellants contest the District Court’s constructive discharge determination and appeal the its determination of the \$200,000 amount. Why?

Neither the facts nor the law supports a finding of any sort of discharge of Simon by Appellants, constructive or otherwise. Appellants needed him to complete his work on their settlements, and he continued to work and to bill. *AA, Vols. 1 & 2 000301:4-11; 000159-163, 000263-000265*. Plus, the amount of the awarded fees doesn’t have a nexus to reality or the facts. Could there be a better barometer of truth of the reasonable value of Simon’s work in wrapping up the ministerial tasks of the Viking and Lange cases for those five weeks than the work he actually performed? No.

When it became clear to him that his Plan A of a contingency fee wasn’t allowed per NRPC 1.5(c), Simon adopted Plan Zombie (“Z”) by creating a “super bill” that he spent weeks preparing that contains every entry for every item of work that he allegedly performed from May 27, 2016 (plus do-overs; add-ons; mistakes; etc.), through January 8, 2018. *AA, Vols 1 & 2 000053-000267*. It also contains some doozies, like a 23-hour day billing marathon, etc. *Id., Vols 1 & 2 000159-000163; 000263-000265* All of the itemized tasks billed by Simon and Ms. Ferrel (at \$550/\$275 per hour, respectively) for that slim slot of time total **\$33,811.25**. *Id.*

How is it less than an abuse of discretion to morph \$33,811.25 into \$200,000 for five weeks of nothing more than mop up work on these facts?

E. The District Court's Dismissal of Appellants' Amended Complaint

Settlements in favor of Appellants for substantial amounts of money were reached with the two flood defendants on November 30 and December 7, 2017. *AA, Vol 3 000518-3:22-25, 000518-4:1-6*. But Simon wrongfully continued to lay claim to nearly \$1,977,843 of Appellants' property, and he refused to release the full amount of the settlement proceeds to Appellants. *AA, Vols. 1 & 2 000006; 000300*. When Simon refused to release the full amount of the settlement proceeds to Appellants, litigation was filed and served. *AA, Vols. 1 & 2 000014; 000358:10-12*.

Appellants filed an Amended Complaint on March 15, 2018, asserting Breach of Contract, Declaratory Relief, Conversion, and for Breach of the Implied Covenant of Good Faith and Fair Dealing. *AA, Vol. 2 000305*. Eight months later, the District Court dismissed Appellants' Amended Complaint. *Id., 000384:1-4*. In doing so, the District Court ignored the standard of reviewing such motions by disbelieving Appellants and adopting the arguments of Simon. Therefore, Appellants appeal the District Court's decision to dismiss their Amended Complaint. *AA, Vol. 2 000425-000426*.

**F. The District Court's Award of \$50,000 in Attorney's Fees
and \$5,000 in Costs**

After Simon filed a Motion for Attorney's Fees and Costs, the District Court awarded Simon \$50,000 in attorney's fees and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The District Court again ignored the standard of review, believed Simon over Appellants, and held that the conversion claims brought against Simon were maintained in bad faith. *AA, Vol 2 000482:16-23*. The District Court awarded these fees and costs without providing any justification or rationale as to the amounts awarded. *Id., at 000484*. Appellants appealed the District Court's decision to award \$50,000 attorney's fees and \$5,000 costs. *AA, Vol 2 000485-000486*.

G. The Amounts in Controversy

Appellants have no disagreement with the District Court's review of all of Simon's invoices from May 27, 2016, through January 8, 2018. Specifically, it reviewed Simon's bills and determined that the reasonable value of his services from May 27, 2016, through September 19, 2017, was \$367,606.25. *AA, Vol 2000353-000374*. Appellants paid this sum in full. *Id., 000356*. It also determined that the reasonable value of Simon's services from September 20, 2017, through November 29, 2017, was \$284,982.50. *Id., 000366-000369*. Appellants do not dispute this award, either. In reaching that conclusion and award, the District Court

reviewed all, and rejected many, of Simon's billing entries on his "super bill" for a variety of excellent reasons. *Id.*, 000366-000369; 000374.

Appellants do, however, dispute the award of a bonus in the guise of fees of \$200,000 to Simon from November 30, 2017, through January 8, 2018. In using the same fee analysis the District Court applied above, Simon would be entitled to an additional **\$33,811.25**, which reflects the work he actually admits he performed, for a difference of \$166,188.75. *AA Vols. 1 & 2* 000373-000374; 000159-163; 000263-000265. Appellants also dispute the \$50,000 in fees and \$5,000 in costs awarded to Simon when the District Court wrongfully dismissed Appellants' Amended Complaint, etc.

Finally, Appellants assert that once Simon's lien was adjudicated in the amount of \$484,982.50, with Simon still holding claim to \$1,492,861.30, he is wrongfully retaining an interest in \$1,007,878.80 of Appellants funds. *AA, Vol. 2* 000415-000424. That's an unconstitutional pre-judgment writ of attachment. *Sniadach v. Family Finance Corp. of Bay View*, 395 U.S. 337 (1969).

IV. PROCEDURAL OVERVIEW:

Simon filed a Motion to Adjudicate his \$1,977,843.80 lien on January 24, 2018. *AA, Vols. 1 & 2* 000025-000276. Appellants opposed that Motion. *AA, Vol. 2* 000277-000304. The District Court set an evidentiary hearing over five days on this lien adjudication issue. *AA, Vol. 3* 000488. Appellants argued there was no

basis in fact or law for Simon's fugitive attorney's liens, or his Motion to Adjudicate Attorney's Lien, and that the amount of Simon's lien was unjustified under NRS 18.015(2). *AA, Vol. 2 000284: 21-27*. Appellants further argued that there was in fact an oral contract for fees between Simon and Appellants consisting of \$550/hr for Simon's services that was proved through the testimony of Brian Edgeworth and through the course of consistent performance between the parties from the first billing entry to the last. *Id., 000284-000292*.

The District Court found that Simon asserted a valid charging lien under NRS 18.015. *AA, Vol. 2 000358: 18-28*. The District Court also determined that November 29, 2017, was the date Appellants constructively discharged Simon. *Id.* As a result, the District Court found that Simon was entitled to quantum meruit compensation from November 30, 2017, to January 8, 2018, in the amount of \$200,000. *Id., 000373-000374*.

**A. Simon's Motion to Dismiss Amended Complaint Under
NRS 12(B)(5)**

Simon filed a Motion to Dismiss Appellants' Amended Complaint pursuant to NRCP 12(b)(5). Appellants opposed Simon's Motion and argued that the claims against Simon were soundly based in fact and law. *AA, Vol. 2 000344-000351*. Appellants also stressed that Nevada is a notice-pleading jurisdiction, which the Amended Complaint had clearly met the procedural requirement of asserting "a

short and plain statement of the claim showing that the pleader is entitled to relief....” *NRCP 8(a)(1)*. *AA, Vol. 2 000343*.

However, the District Court chose to believe Simon and dismissed Appellants’ Amended Complaint in its entirety. *AA, Vol. 2 000384*. The District Court noted that after the Evidentiary Hearing and in its Order Adjudicating Attorney’s Lien, no express contract was formed, only an implied contract existed, and Appellants were not entitled to the full amount of their settlement proceeds. *Id.* Yet, whose responsibility was it to prepare and present the fee agreement to the clients—Appellants—for signature? Simon’s. Whose fault—invited error—was it that it wasn’t? Simon’s, of course, as he’s the lawyer in the relationship. *NRPC 1.5(b)*. Regardless, the District Court dismissed Appellants’ Amended Complaint. *AA, Vol. 2 000384*. It did so without allowing any discovery and barely eight months after it was filed. *AA, Vol. 2 000381, 000384*.

B. Simon’s Motion for Attorney’s Fees and Costs

Simon filed a Motion for Attorney’s Fees and Costs on December 7, 2018. Appellants opposed Simon’s Motion, arguing their claims against Simon were maintained in good faith. *AA, Vol. 2 000437-000438*. They further argued it would be an abuse of discretion for the District Court to award Simon attorney’s fees when such fees were substantially incurred as a result of the evidentiary hearing to adjudicate Simon’s own lien and conduct, namely his exorbitant \$1,977,843.80

attorney's lien. *AA, Vol. 2 000432-000435*. The District Court awarded Simon \$50,000 in fees under NRS 18.010 (2)(b), and \$5,000 in costs, but providing no explanation in its Order as to the amount of the award. *Id.*

V. STANDARD OF REVIEW:

A. Adjudicating Attorney's Liens - Abuse of Discretion:

A district court's decision on attorney's lien adjudications is reviewed for abuse of discretion standard. *Frank Settelmeier & Sons, Inc. v. Smith & Harmer, Ltd.*, 124 Nev. 1206, 1215 (2008). An abuse of discretion occurs when the court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

B. Motions to Dismiss – de novo Review

An order on a motion to dismiss is reviewed de novo. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). De novo review requires a matter be considered anew, as if it had not been heard before and as if no decision had been rendered previously. *United States v. Silverman*, 861 F.2d 571, 576 (9th Cir.1988).

C. Motions for Attorney's Fees and Costs – *Abuse of Discretion*

A district court's decision on an award of fees and costs is reviewed for an abuse of discretion. *Gunderson v. D.R. Norton, Inc.*, 130 Nev. 67, 319 P.3d 606, 615 (2014); *LVMPD v. Yeghiazarian*, 129 Nev. 760, 766, 312 P.3d 503, 508 (2013). An abuse of discretion occurs when the district court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

VI. SUMMARY OF ARGUMENTS:

There was no basis in fact or law for the content of Simon's fugitive lien, as its amount was never *agreed upon* by the attorney and the client under NRS 18.015(2). *Id.* In fact, there was a clear fee agreement between Appellants and Simon whereby Simon was to represent Appellants in the flood lawsuit in exchange for an hourly fee of \$550. *Id.* Upon settlement of the underlying case, when Simon refused to hand over Appellants' settlement funds post lien-adjudication, effectively retaining \$1,492,861.30 of Appellants' undisputed funds, a conversion of Appellants' settlement funds had taken place. And still does today.

Reviewing the District Court's Order Dismissing Appellants' Amended Complaint *de novo*, it is clear the District Court committed reversible legal error when it: 1.) Used the wrong legal standard when analyzing the Amended Complaint; 2.) Failed to accept all of Appellants' factual allegations in the complaint as true; and, 3.) Failed to draw all inferences in favor of Appellants. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). Rather than follow the law, the District Court did just the opposite here by ignoring the law, believing Simon's story, and drawing all inference in favor of Simon. That can't be allowed to stand.

To make the abuse of discretionary matters worse, when Simon moved for attorney's fees and costs on December 7, 2018, the District Court wrongfully awarded Simon another \$50,000 pursuant to NRS 18.010(2)(b), and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The \$50,000 award was a manifest abuse of discretion, as it was predicated on the District Court's: 1.) Abuse of discretion by dismissing Appellants' Amended Complaint in the first place by applying the exact opposite standard of ignoring Appellants' allegations and inferences and believing Simon; 2.) Inaccurately finding that Appellants' conversion claim was maintained in bad faith; and, 3.) Failure to consider the *Brunzell* factors. *Hornwood v. Smith's Food King No. 1*, 807 P2d 209 (1991) And in its Order awarding \$50,000 in fees

and \$5,000 in costs, the District Court provided absolutely no reason or justification for awarding those amounts. *AA, Vol. 2 000481-000484*.

The District Court's finding that there was a constructive discharge was inapposite of the record, ignored material facts, was based on clearly erroneous factual determinations, and was unsupported by substantial evidence. *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016). The District Court's \$200,000 quantum meruit award of attorney's fees was also an abuse of discretion as it was based on an erroneous finding of constructive discharge: there was a clear contract between Simon and Appellants and no one was discharged. *Golightly v. Gassner*, 125 Nev. 1039 (2009). *AA, Vol. 2 000277-000304*. To the contrary, Simon continued to represent Appellants and bill them handsomely for his time. *Id.*

Further, there was no connection between the District Court's \$200,000 award and any of the labor Simon actually did or any value he added after the date of the purported constructive discharge. *AA, Vol. 2 000369-000373*. As Appellants' Opposition to Simon's Motion for Fees and Simon's "super bill" clearly shows, Simon's (and Ms. Ferrel's) actual work performed for Appellants from November 30, 2017, through January 8, 2018, added up to **\$33,811.25**. *AA, Vols. 1 & 2 000159-000163; 000263-000265; 000428-000438*.

Finally, quantum meruit is an equitable remedy that requires clean hands to obtain its benefits. *In re De Laurentis Entertainment Group*, 983 F.3d 1269, 1272

(1992); *Truck Ins. Exchange v. Palmer*, 124 Nev. 59 (2008). Here, Simon's hands are anything but clean. *AA Vol. 2 000277-000303*. He, the lawyer, is the one who agreed to represent Appellants at the rate of \$550 per hour yet failed to reduce the terms of the fee agreement to writing. *AA, Vol. 2 000290:3-18; 000296-000301; 000359:15*. He's the one who billed Appellants \$550 per hour for nearly 18 months and collected over \$367,606 in fees over that time. *Id., at 000290:3-18; 000296-000301*. He's the one who wanted a higher fee, or a bonus, when the value of the case went up. *Id.*

He's the one who pressured Appellants to agree to a higher fee, or bonus. *Id.* He's the one who told Appellants that he was losing money on their case and couldn't afford to keep working, thus causing deep concern with Appellants that he would, in essence, quit their case before it had concluded. *Id.* He's the one who encouraged Appellants to seek the advice of independent counsel. *AA, Vol. 3 000515-2:22-25; 516:1-7*. He's the one who, despite not having a written contingency fee agreement, served an amended attorney's lien in an amount that's awfully close to 40% (aka a contingency fee) of the Viking settlement.

He's also the one who had weeks to prepare and submit a "super bill" in an amount that measured up to the amount of his lien, yet the amount of his "super bill" (\$692,120) fell far short of that lien (\$1,977,843.80). *AA, Vols. 1 & 2 000159-000163; 000263-000265*. Despite knowing that he can't have a contingency fee,

and despite the fact that the amount of his “super bill” had come up WAY short, it was Simon who refused, and continues to refuse, to release Appellants’ money, even after his lien was adjudicated. With his egregious conduct, with his invited errors, (*see Carstarphen*, 270 P.3d 1251, 128 Nev. 55, 66 (2012)), and with his unclean hands, (*see In re De Laurentis Entertainment Group*, 983 F.3d 1269, 1272 (1992); *Truck Ins. Exchange v. Palmer*, 124 Nev. 59 (2008)), Simon is not entitled to the equitable remedy of quantum meruit, let alone a huge bonus.

VII. ARGUMENTS:

A. The District Court Erred When It Dismissed Appellants’ Amended Complaint

A district court’s order granting a motion to dismiss for failure to state a claim upon which relief can be granted faces a rigorous standard of review on appeal because the Appellate Court must construe the pleadings liberally, accept all factual allegations in the complaint as true, and draw all inferences in its favor. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008); *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev. 1213, 14 P.3d 1275 (2000), citing Nev. Rules Civ. Proc. Rule 12(b)(5). Further, the complaint should be dismissed “only if it appears beyond a doubt that it could prove no set of facts, which, if true, would entitle it to relief.” *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008); *Pankopf v.*

Peterson, 124 Nev. 43, 175 P.3d 910 (2008). As set forth in NRCP 8(a)(1), Nevada is a notice-pleading jurisdiction that merely requires “a short and plain statement of the claim showing that the pleader is entitled to relief.”

Upon reviewing the District Court’s decision to dismiss *de novo*, this Court should reverse the District Court’s ruling, as the District Court clearly applied the wrong standard when analyzing Appellants’ Amended Complaint. In their Amended Complaint, Appellants included twenty (20) detailed paragraphs outlining Simon’s words and deeds supporting each of their claims for relief. *AA*, Vol. 2 000305-000316. Appellants left no doubt as to the basis for their claims, who and what they’re against, and why they are making them. Certainly, there could have been no reasonable dispute that Appellants met that minimum standard.

The Amended Complaint alleged that a fee agreement was reached between the parties at the beginning of the attorney/client relationship; that the agreement provided for Simon to be paid \$550 per hour for his services; that Simon billed \$550 per hour in four invoices for his services; that the Edgeworth’s paid Simon’s four invoices in full; that Simon demanded far more from the Edgeworth’s than the \$550 per hour that the contract provided for; and, that Simon breached the contract when he demanded a bonus from the Edgeworth’s that totaled close to 40% of a financial settlement, then liened the file when the Edgeworth’s wouldn’t agree to modify the contract. *Id.*

The District Court erred when it failed to take the Amended Complaint on its face, failed to take the allegations therein as true, and instead relied on external evidence in adopting Simon's version of the facts. *AA, Vol. 2 000376-000384*. The District Court's misuse of the proper standard and this external proof and evidence contravened Nevada law. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008); *Blackjack Bonding v. City of Las Vegas Mun. Court*, 116 Nev. 1213, 14 P.3d 1275 (2000), citing Nev. Rules Civ. Proc. Rule 12(b)(5). As such, Appellants respectfully ask this Court to reverse the District Court's dismissal of the Amended Complaint.

B. The District Court Abused Its Discretion When It Awarded \$50,000 in Attorney's Fees and \$5,000 in Costs

Pursuant to NRS 18.010, district courts are to interpret the provisions of the statute to award fees "in all appropriate situations,"—that is, *appropriate* situations. NRS 18.010(2)(b). Fees under this section are limited to where a district court finds "that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass..." NRS 18.010(2)(b). And the district court's award of fees is to be tempered by "reason and fairness." *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 427, 132 P.3d 1022, 1034 (2006); *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-865 (2005); *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994). District courts are further

limited: when determining the reasonable value of an attorney's services, the court is to consider the factors under *Brunzell v. Golden Gate National Bank*, 455 P.2d 31, 33-34 (1969). *Hornwood v. Smith's Food King No. 1*, 807 P2d 209 (1991); *Schouweiler v. Yancey Co.*, 101 Nev. 827, 834 (1985).

In fact, this Court has held that it is an abuse of discretion when district courts fail to consider the *Brunzell* factors when awarding fees. *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 427-28, (2006) (Finding that a district court's mere observation of certain *Brunzell* elements and mention of the factors is insufficient: the district court must actually consider the *Brunzell* factors when determining the amount of fees to award under NRS 40.655). Further, a district court's award of costs *must* be reasonable. NRS 18.005; *U.S. Design & Const. Corp. v. International Broth. of Elec. Workers*, 118 Nev. 458, 463(2002).

Here, the District Court's \$50,000 award of fees was an abuse of discretion as it was predicated on a clearly errant finding that the Appellants' conversion claim was not maintained on reasonable grounds, was unreasonable, and was made without consideration of the *Brunzell* factors. Further, the District Court's award of \$5,000 in Costs was unreasonable, as it was made with absolutely no explanation or justification for the amount awarded. As such, this Court should reverse the District Court's \$50,000 fee award and \$5,000 in costs.

C. The District Court Abused Its Discretion When It Awarded \$200,000 in Attorney's Fees Under Quantum Meruit

A district court's determination of the amount of attorney's fees is to be tempered by "reason and fairness." *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 427, 132 P.3d 1022, 1034 (2006); *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-865 (2005); *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994). Here, the District Court's award of \$200,000 in attorney's fee based on quantum meruit was predicated on the clearly erroneous determination that Appellants constructively discharged Simon. *AA, Vol. 2 000360:23-28, 361-364:1-2*. That finding was improper and an abuse of discretion, as the District Court based its determination on a clearly erroneous factual determination which was unsupported by substantial evidence. *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

For example, Simon conceded that: 1.) He never withdrew from representing Appellants; 2.) Simon *himself* encouraged Appellants to speak with other attorneys; 3.) Simon spoke with an attorney either before or after he met with Appellants on November 17, 2017; 4.) Mr. Vannah instructed Simon that Appellants needed Simon to continue working on the case through its conclusion; and, 5.) Simon continued to work on behalf of Appellants and billed them an additional \$33,811.25 in fees from November 30, 2017, through January 8, 2018. *AA Vols 1 & 2 000159-000163; 000263-000265*.

Under no logic or reason whatsoever could Simon's and Appellants' relationship be viewed as having "broken down" to the point where Simon was "prevented from effectively representing" them. *See Rosenberg v. Calderon Automation, Inc.*, 1986 WL 1290 (Court of Appeals, Ohio 6th Dist. 1986). He DID continue to represent Appellants effectively and billed them accordingly and handsomely...at \$550 per hour. *AA Vols. 1 & 2 000373-000374; 000159-163; 000263-000265*. The District Court's quantum meruit analysis, which stemmed from an erroneous finding of constructive discharge, was unwarranted, an abuse of discretion, and should be reversed.

An award of fees must also be tempered by "reason and fairness." *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994). This \$200,000 award is not fair or reasonable under any circumstances. The District Court had already twice looked to Simon's invoices and utilized \$550 per hour to determine Simon's reasonable fee (the four original invoices and from September 20 to November 29, 2017). *AA Vol. 2 000353-000374*. For the adjudication for any fee from November 30, 2017, through January 8, 2018, the only fair and proper analysis would consistently focus on the *actual work performed and billed* by Simon (and Ms. Ferrel). Yet, as one can clearly see, the District Court didn't even glance in that direction. *Id.*, *000353-000374*.

The District Court was also silent on the *timing* of Simon's labor. *AA Vol. 2 000370-000372*. The District Court must describe the work Simon performed following the alleged discharge, and that didn't happen. *AA Vol. 2 000371*. Rather, the "ultimate result" referenced (the litigation and settlements) had already been completed, or either agreed to in principle, before any alleged constructive discharge, or merely required ministerial tasks to complete. *Id.*, *000356:22-24*, *000357:12-24*.

In the section of the Order labelled "Quantum Meruit," there is also no evidence offered or reasonable basis given that Simon did anything of value for the case after November 29, 2017, to justify an additional \$200,000 "fee" for five weeks of work. Clearly, the District Court's award of fees was not tempered by "reason and fairness." Instead, it was a gift to one with unclean hands.

The fair, reasonable, and appropriate amount of Simon's attorney's lien in this case from November 30, 2017, through January 8, 2018, should be calculated in a consistent manner (\$550 per hour worked/billed) as previously found from May 27, 2016, through November 29, 2017. *Id.*, *000353-000374*. Instead, the District Court came up with the \$200,000 number seemingly out of nowhere, rather than awarding the \$33,811.25 in fees for the actual work performed during that time frame. *AA Vols. 1 & 2 000373-000374; 000159-163; 000263-000265*. Therefore, this Court should reverse the \$200,000 fee/bonus award.

VIII. CONCLUSION/ RELIEF SOUGHT:

The District Court committed clear and reversible error when it applied the wrong standard in considering Simon's Motion to Dismiss. When it should have considered all of Appellants' allegations and inferences as true, the District Court did just the opposite and believed Simon.

The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$50,000 in fees and \$5,000 in costs while dismissing Appellants' Amended Complaint, a pleading that never should have been dismissed to begin with. Even so, these fees were awarded without the requisite analysis that Nevada law requires.

The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$200,000 in fees under the guise of the equitable remedy of quantum meruit and its plus one, an attorney's "charging" lien. The facts are clear that Simon was never discharged and never acted as such, at least through the conclusion of the flood litigation. Instead, he continued to work the case through January 8, 2018, continued to represent Appellants, completed the ministerial work to close out the flood case, and billed for all his efforts.

Plus, quantum meruit is an equitable remedy and equity requires clean hands. *In re De Laurentis Entertainment Group*, 983 F.3d 1269, 1272 (1992);

Truck Ins. Exchange v. Palmer, 124 Nev. 59 (2008). As argued throughout, Simon's hands are filthy, as The Simon Rule (and conduct) clearly demonstrates.

Appellants respectfully request this Court to: 1.) REVERSE the District Court's decisions to Dismiss Appellants' Amended Complaint issued on November 19, 2018, and allow Appellants to move on with discovery and jury trial; 2.) REVERSE the District Court's award of \$50,000 in fees and \$5,000 in costs in its Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs from February 8, 2019; and, 3.) REVERSE the District Court's award of fees of \$200,000 in its Decision and Order on Motion to Adjudicate Attorney's Lien on November 19, 2018.

CERTIFICATE OF COMPLIANCE


I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5), and the type style requirements of NRAP 32(a)(6), because: This brief has been prepared in a proportionally spaced typeface using Word 2019, in 14 point Times New Roman font; and, complies with NRAP 32(a)(7)(c), in not exceeding 30 pages.

Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, and in particular NRAP 28(e), which

requires every assertion in the brief regarding matters in the record to be supported by a reference to the page of the reporter's transcript or appendix, where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 8th day of August, 2019.

VANNAH & VANNAH



ROBERT D. VANNAH, ESQ.

Nevada Bar No. 002503

JOHN GREENE, ESQ.

Nevada Bar No. 004279

400 South Seventh Street, Fourth Floor

Las Vegas, Nevada 89101

(702) 369-4161

CERTIFICATE OF SERVICE

Pursuant to the provisions of NRAP, I certify that on the 8th day of August, 2019, I served **APPELLANTS' OPENING BRIEF** on all parties to this action, electronically, as follows:

James R. Christensen, Esq.

JAMES R. CHRISTENSEN, P.C.

601 S. 6th Street

Las Vegas, NV 89101



An Employee of VANNAH & VANNAH

EXHIBIT 6

Steven D. Grierson

ORDR

JAMES CHRISTENSEN, ESQ.

Nevada Bar No. 003861

601 S. 6th Street

Las Vegas, NV 89101

Phone: (702) 272-0406

Facsimile: (702) 272-0415

Email: jim@christensenlaw.com

Attorney for Daniel S. Simon

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON d/b/a SIMON
LAW; DOES 1 through 10; and, ROE
entities 1 through 10;

Defendants.

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

**DECISION AND ORDER
GRANTING IN PART AND
DENYING IN PART, SIMON'S
MOTION FOR ATTORNEY'S FEES
AND COSTS**

Date of Hearing: 1.15.19
Time of Hearing: 1:30 p.m.

CONSOLIDATED WITH

Case No.: A-18-767242-C
Dept. No.: 10

1 This matter came on for hearing on January 15, 2019, in the Eighth Judicial
2 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
3 Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon d/b/a
4 Simon Law (jointly the "Defendants" or "Simon") having appeared by and through
5 their attorneys of record, Peter Christiansen, Esq. and James Christensen, Esq.;
6 and, Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
7 "Edgeworths") having appeared through by and through their attorneys of record,
8 the law firm of Vannah and Vannah, Chtd., John Greene, Esq. The Court having
9 considered the evidence, arguments of counsel and being fully advised of the
10 matters herein, the **COURT FINDS** after review:
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15 The Motion for Attorney s Fees is GRANTED in part, DENIED in part.

16 1. The Court finds that the claim for conversion was not maintained on
17 reasonable grounds, as the Court previously found that when the complaint was
18 filed on January 4, 2018, Mr. Simon was not in possession of the settlement
19 proceeds as the checks were not endorsed or deposited in the trust account.
20
21 (Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)). As such,
22 Mr. Simon could not have converted the Edgeworths' property. As such, the
23 Motion for Attorney s Fees is GRANTED under 18.010(2)(b) as to the Conversion
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1 claim as it was not maintained upon reasonable grounds, since it was an
2 impossibility for Mr. Simon to have converted the Edgeworths' property, at the
3 time the lawsuit was filed.
4

5 2. Further, the Court finds that the purpose of the evidentiary hearing was
6 primarily for the Motion to Adjudicate Lien. The Motion for Attorney s Fees is
7 DENIED as it relates to the other claims. In considering the amount of attorney's
8 fees and costs, the Court finds that the services of Mr. James Christensen, Esq. and
9 Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit against
10 Mr. Simon, on January 4, 2018. However, they were also the attorneys in the
11 evidentiary hearing on the Motion to Adjudicate Lien, which this Court has found
12 was primarily for the purpose of adjudicating the lien asserted by Mr. Simon.
13 The Court further finds that the costs of Mr. Will Kemp Esq. were solely for the
14 purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr.
15 David Clark Esq. were solely for the purposes of defending the lawsuit filed
16 against Mr. Simon by the Edgeworths. As such, the Court has considered all of the
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1 factors pertinent to attorney's fees and attorney's fees are GRANTED in the
2 amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00.

3 IT IS SO ORDERED.

4
5 Dated this 6 day of February, 2019.

6
7
8 
DISTRICT COURT JUDGE SW

9 Submitted by:

10 
11
12 JAMES CHRISTENSEN, ESQ.

13 Nevada Bar No. 003861

14 601 S. 6th Street

15 Las Vegas, NV 89101

16 Phone: (702) 272-0406

17 Facsimile: (702) 272-0415

18 Email: jim@jchristensenlaw.com

19 Attorney for Daniel S. Simon

20 Approved as to form and content:

21 
22 JOHN B. GREENE, ESQ.

23 Nevada Bar No. 004279

24 VANNAH & VANNAH

25 400 South Seventh Street, 4th Floor

26 Las Vegas, Nevada 89101

27 Phone: (702) 369-4161

28 Facsimile: (702) 369-0104

jgreene@vannahlaw.com

Attorney for Plaintiffs

EXHIBIT 7

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) 702.364.1630

(F) 702.364.1655

DAN@SIMONLAWLV.COM

SIMONEH0000431

AA0466

EXHIBIT 8

----- 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.
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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

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

SIMONEH0000430

AA0468

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) 702.364.1680

(F) 702.364.1655

DAN@SIMONLAWLV.COM

SIMONEH0000431

AA0469

EXHIBIT 9

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.

SIMONEH0000428

AA0471

Las Vegas NV 89101
(702) 272-0406

From: Robert Vannah <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> 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>
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

SIMONEH0000429

AA0472

----- 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

--

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

SIMONEH0000430

AA0473

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) 702.364.1630

(F) 702.364.1655

DAN@SIMONLAWLV.COM

SIMONEH0000431

AA0474

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON,

RESPONDENTS.

Supreme Court Case No. 83258

Consolidated with 83260

Dist. Ct. Case No. A-18-767242-C

Consolidated with A-16-738444-C

**EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF
OPENING BRIEF**

**VOLUME III
AA0475 – AA0694**

Steve Morris, Bar No. 1543
Rosa Solis-Rainey, Bar No. 7921

MORRIS LAW GROUP

801 South Rancho Dr., Ste. B4

Las Vegas, NV 89106

Phone: 702-474-9400

Fax: 702-474-9422

sm@morrislawgroup.com

rsr@morrislawgroup.com

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2021-12-13	Order Consolidating and Partially Dismissing Appeals <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX***

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886

**EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX**

ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799
2021-12-13	Order Consolidating and Partially Dismissing Appeals, <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588

EXHIBIT 10

James R. Christensen Esq.
601 S. 6th 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. 7th 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 22nd. (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

EXHIBIT 11



1 **STP**
2 JANET C. PANCOAST, ESQ.
3 Nevada Bar No. 5090
4 CISNEROS & MARIAS
5 1160 N. Town Center Dr., Suite 130
6 Las Vegas, NV 89144
7 Tel: (702) 233-9660
8 Fax: (702) 233-9665
9 janet.pancoast@zurichna.com
10 in Association with
11 S. Seth Kershaw, Esq.
12 State Bar No. 10639
13 MEYERS MCCONNELL REISZ SIDERMAN P.C.
14 11620 Wilshire Blvd., Suite 800
15 Los Angeles, CA 90025
16 Tel: 1-310-312-0772
17 Fax: 1-310-312-0656
18 kershaw@mmrs-law.com
19 Attorneys for Defendant/Cross-Defendant
20 Cross-Claimant/Third Party Plaintiffs
21 The Viking Corporation & Supply Network, Inc.
22 d/b/a Viking Supplynet

15
16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 EDGEWORTH FAMILY TRUST, and) **CASE NO.: A-16-738444-C**
19 AMERICAN GRATING, LLC)
20 Plaintiffs,) **DEPT. NO.: X**

21 vs.)

22 LANGE PLUMBING, LLC; THE VIKING)
23 CORPORATION, a Michigan corporation;)
24 SUPPLY NETWORK, INC. d/b/a VIKING)
25 SUPPLYNET, a Michigan corporation; and)
26 DOES I through V and ROE CORPORATIONS)
27 VI through X, inclusive,)
28 Defendants.)

**STIPULATION FOR DISMISSAL
WITH PREJUDICE OF PLAINTIFFS
CLAIMS AGAINST VIKING
ENTITIES**

26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1	LANGE PLUMBING, LLC,)
	Cross-Claimant,)
2)
	vs.)
3)
	THE VIKING CORPORATION, a Michigan)
4	corporation; SUPPLY NETWORK, INC. d/b/a)
	VIKING SUPPLYNET, a Michigan corporation;)
5	and DOES I through V and ROE)
	CORPORATIONS VI through X, inclusive.)
6	Cross-Defendants)
7	<hr/>	
	THE VIKING CORPORATION, a Michigan)
8	corporation; SUPPLY NETWORK, INC. d/b/a)
	VIKING SUPPLYNET, a Michigan corporation)
9	LANGE PLUMBING, LLC,)
	Counter-Claimant,)
10)
	vs.)
11)
	LANGE PLUMBING, LLC, and DOES I through)
12	V and ROE CORPORATIONS VI through X,)
	inclusive.)
13	Counter-Defendant)
14	<hr/>	
	THE VIKING CORPORATION, a Michigan)
15	corporation; SUPPLY NETWORK, INC. d/b/a)
	VIKING SUPPLYNET, a Michigan corporation,)
16	Defendants/Third Party Plaintiffs,)
17)
	v.)
18)
	GIBERTI CONSTRUCTION, LLC, a Nevada)
19	Limited Liability Company and DOES I through)
	V and ROE CORPORATIONS VI through X,)
20	inclusive,)
	Third Party Defendant.)
21	<hr/>	
22		
23		
24		
25		
26	<i>Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-</i>	
27	<i>Stipulation and Order for Dismissal of Viking Entities by Plaintiffs</i>	
28		

1 GIBERTI CONSTRUCTION, LLC, a Nevada)
Limited Liability Company,)

2 Counter-Claimant)

3 v.)

4 THE VIKING CORPORATION, a Michigan)
5 corporation; SUPPLY NETWORK, INC. d/b/a)
6 VIKING SUPPLYNET, a Michigan corporation,)

7 Counter-Defendant.)

8 GIBERTI CONSTRUCTION, LLC, a Nevada)
Limited Liability Company,)

9 Cross-Claimant)

10 v.)

11 LANGE PLUMBING, LLC, and DOES I through)
12 V and ROE CORPORATIONS VI through X,)
13 inclusive.)

14 Cross-Defendant.)

15 COMES NOW, PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN
16 GRATING, LLC by and through their attorney of record Daniel Simon, Esq. of SIMON LAW;
17 DEFENDANTS/CROSS-DEFENDANTS/CROSS-CLAIMANTS THE VIKING CORPORATION
18 & SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET by and through their attorney of record,
19 Janet C. Pancoast, Esq. of the law firm of CISNEROS & MARIAS, in association with counsel of
20 MEYERS MCCONNELL REISZ SIDERMAN P.C. and LEWIS ROCA ROTHGERBER
21 CHRISTIE, LLP; hereby stipulate that:

22 All claims asserted in any and all Complaints filed herein by PLAINTIFFS EDGEWORTH
23 FAMILY TRUST & AMERICAN GRATING, LLC and each and every cause of action alleged
24

25
26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1 therein against THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING
2 SUPPLYNET and VIKING GROUP, shall be dismissed with prejudice.

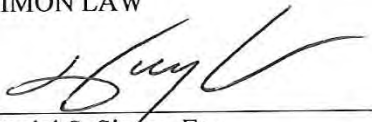
3 Each party shall bear their own fees and costs.

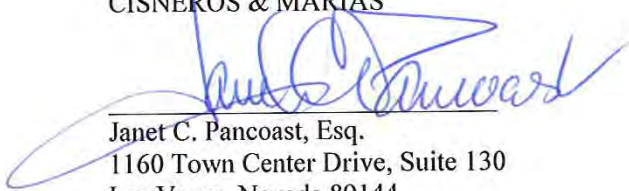
4 Dated this 18th day of December, 2017.

Dated this 18th day of December, 2017.

5 SIMON LAW

CISNEROS & MARIAS

6 
7 Daniel S. Simon, Esq.
8 810 South Casino Center Blvd.
9 Las Vegas, NV 89101
Attorney for Plaintiff


Janet C. Pancoast, Esq.
1160 Town Center Drive, Suite 130
Las Vegas, Nevada 89144

In Association with and with the agreement of
MEYERS REISZ SIDERMAN P.C. &
LEWIS ROCA ROTHGERBER CHRISTIE,
LLP
Attorneys for Viking Defendants

13 **ORDER**

14 Based on the Stipulation of the parties and good cause appearing, it is:

15
16 HEREBY ORDERED that all claims asserted in any and all Complaints filed herein by
17 PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC and each and
18 every cause of action alleged therein against THE VIKING CORPORATION & SUPPLY
19 NETWORK, INC. d/b/a VIKING SUPPLYNET and VIKING GROUP, shall be dismissed with
20 prejudice. Each party shall bear their own fees and costs.

21 Dated this 27 day of December, 2017

22 
23
24 DISTRICT COURT JUDGE 10

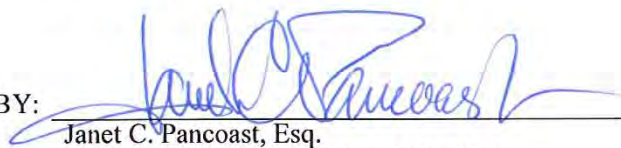
25 //

26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-*
27 *Stipulation and Order for Dismissal of Viking Entities by Plaintiffs*

Submitted by:

CISNEROS & MARIAS

BY:


Janet C. Pancoast, Esq.
1160 N. Town Center Drive, Suite 130
Las Vegas, NV 89144
Attorneys for Viking Defendants

Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-
Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

EXHIBIT 12

1 **ORD**

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4
5 EDGEWORTH FAMILY TRUST; and
6 AMERICAN GRATING, LLC,

7 Plaintiffs,

8 vs.

9 LANGE PLUMBING, LLC; THE VIKING
10 CORPORATION, a Michigan Corporation;
11 SUPPLY NETWORK, INC., dba VIKING
12 SUPPLYNET, a Michigan Corporation; and
13 DOES 1 through 5; and, ROE entities 6 through
14 10;

15 Defendants.

CASE NO.: A-18-767242-C

DEPT NO.: X

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

18 Plaintiffs,

19 vs.

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

24 Defendants.

AMENDED DECISION AND ORDER
GRANTING IN PART AND DENYING IN
PART, SIMON'S MOTION FOR
ATTORNEY'S FEES AND COSTS

25 **AMENDED DECISION AND ORDER ON ATTORNEY'S FEES**

26 This case came on for a hearing on January 15, 2019, in the Eighth Judicial District Court,
27 Clark County, Nevada, the Honorable Tierra Jones presiding. Defendants and movant, Daniel
28 Simon and Law Office of Daniel S. Simon d/b/a Simon Law ("Defendants" or "Law Office" or
"Simon" or "Mr. Simon") having appeared in person and by and through their attorneys of record,
Peter S. Christiansen, Esq. and James Christensen, Esq. and Plaintiff Edgeworth Family Trust and
American Grating, ("Plaintiff" or "Edgeworths") having appeared through Brian and Angela

1 Edgeworth, and by and through their attorneys of record, the law firm of Vannah and Vannah, Chtd.
2 The Court having considered the evidence, arguments of counsel and being fully advised of the
3 matters herein, the **COURT FINDS after review:**

4 The Motion for Attorney's Fees is GRANTED in part, DENIED in part.

5 1. The Court finds that the claim for conversion was not maintained on reasonable grounds, as
6 the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was
7 not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust
8 account. (*Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)*). As such, Mr.
9 Simon could not have converted the Edgeworth's property. As such, the Motion for Attorney's Fees
10 is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon
11 reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth's
12 property, at the time the lawsuit was filed.

13 2. Further, The Court finds that the purpose of the evidentiary hearing was primarily on the
14 Motion to Adjudicate Lien. The Motion for Attorney's Fees is DENIED as it relates to other claims.
15 In considering the amount of attorney's fees and costs, the Court finds that the services of Mr. James
16 Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit
17 against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary
18 hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose
19 of adjudicating the lien by Mr. Simon. The Court further finds that the costs of Mr. Will Kemp,
20 Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs
21 of Mr. David Clark, Esq. were solely for the purposes of defending the lawsuit filed against Mr.
22 Simon by the Edgeworths.

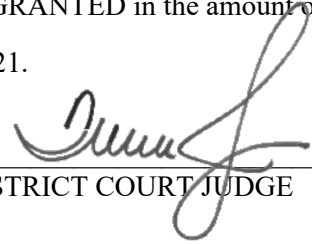
23 3. The court has considered all of the *Brunzell* factors pertinent to attorney's fees and attorney's
24 fees are GRANTED. In determining the reasonable value of services provided for the defense of the
25 conversion claim, the COURT FINDS that 64 hours was reasonably spent by Mr. Christensen in
26 preparation and defense of the conversion claim, for a total amount of \$25,600.00. The COURT
27 FURTHER FINDS that 30.5 hours was reasonably spent by Mr. Christiansen in preparation of the
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defense of the conversion claim, for a total of \$24,400.00. As such, the award of attorney's fees is
Dated this 16th day of March, 2021

GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00.

IT IS SO ORDERED this 16th day of March, 2021.



DISTRICT COURT JUDGE

4DA 7C0 B8B6 9D67
Tierra Jones
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
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:

15 Service Date: 3/16/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

1	Michael Nunez	mnunez@murchisonlaw.com
2		
3	Gary Call	gcall@rlattorneys.com
4	J. Graf	Rgraf@blacklobello.law
5	Robert Vannah	rvannah@vannahlaw.com
6	Christopher Page	chrispage@vannahlaw.com
7	Jessie Church	jchurch@vannahlaw.com
8		

9 If indicated below, a copy of the above mentioned filings were also served by mail
10 via United States Postal Service, postage prepaid, to the parties listed below at their last
11 known addresses on 3/17/2021

11	Theodore Parker	2460 Professional CT STE 200
12		Las Vegas, NV, 89128
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EXHIBIT 13

NRPC 1.4(c) Biographical data form for James R. Christensen

Education

Northern Illinois University, College of Law, DeKalb, Illinois, Juris Doctor, May of 1988; graduated *Cum Laude*. Honors include: Dean's List; Law Review Assistant Editor 1987-88, staff 1986-87; Chicago Bar Association Rep. 1986-87.

Indiana University, Bloomington, Indiana, Bachelor of Arts, Economics, co-department major, History, May 1985.

Publication

Comment, *Strict Liability and State of the Art Evidence in Illinois*, Vol. 7, No. 2, No. III. L. Rev. 237 (1987)

Experience

More than 30 years of litigation, including over 35 trials to a verdict in State and Federal Court, and more than 100 arbitrations. Cases handled include medical malpractice, product defect, premises liability, construction defect, personal injury, wrongful death, land transactions, breach of contract, fraud, insurance bad faith, the financial industry and FINRA, Native American gaming law and governance, ERISA, and disability claims.

Appellate work includes over 10 appearances before the Nevada Supreme Court and several appearances before the 9th Circuit Court of Appeals.

Experience includes serving as an arbitrator on hundreds of cases in Nevada, service on the Nevada Medical Dental Screening Panel in Nevada, and service on the Southern Nevada Disciplinary Panel for the State Bar of Nevada.

Expert experience includes testimony on insurance claims practices and on legal practice standards.

Rated "AV" by Martindale-Hubbell.

Reported cases

Gunderson v. D.R. Horton, Inc., 319 P.3d 606 (Nev. 2014).

D.R. Horton v. The Eighth Judicial District Court, 215 P.3d 697 (Nev. 2009).

D.R. Horton v. The Eighth Judicial District Court, 168 P.3d 731 (Nev. 2007).

Powers v. USAA, 962 P.2d 596 (1998); *rehearing denied*, 979 P.2d 1286 (Nev. 1999)(briefing).

Work history

April 2009 – Present
James R. Christensen PC
601 S. Sixth St.
Las Vegas NV 89101
(702) 272-0406 Fax (702)272-0415

November 2009 – 2016
Fox Rothschild LLP
3800 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

February 2005 – April 2009
Quon Bruce Christensen Law Firm
2330 Paseo del Prado, Suite C-101
Las Vegas, NV 89102

December 1994 – February 2005
Brenske & Christensen
630 S. Third Street
Las Vegas, NV 89101

September 1989 – December 1994
Law Office of William R. Brenske
610 S. Ninth Street
Las Vegas, NV 89101

August 1988 – August 1989
Law Clerk: Honorable Earl W. White
Eighth Judicial District Court of Nevada, Department IV

January 1988 – April 1988
Judicial Externship: Honorable Stanley J. Roszkowski
United States District Court, Northern District of Illinois, Western Division

April 1987 – May 1988
Law Clerk: Office of the Legal Counsel
Northern Illinois University

Licenses & affiliations

State Bar of Illinois (admitted 1989); State Bar of Nevada (admitted 1990); U.S. Court of Appeals 9th Circuit; Nevada Bar Association; Illinois Bar Association; Clark County Bar Association; American Association for Justice; Nevada Justice Association.

The following is a *partial* list of matters worked on that involved legal practice standards and procedure:

1. 1995-2001, counsel for Dr. Ames *et. al.*, against attorney David Curtis *et al.*, for acts associated with a real estate dispute. EJDC Case No. 312219. Trial court judgment of 1.5M against Curtis reversed on appeal, judgments against other defendants upheld.
2. 1997-2003, counsel for the law firm of Myers & Gomel in defense of a lien and intentional misconduct case brought by attorney Carl F. Piazza. EJDC Case No. A382663. Confidential resolution during jury trial.
3. 1998-2000, counsel for the law firm of Mainor & Harris in defense of a lien and intentional misconduct case brought by Pico & Mitchell. EJDC Case No. A384766. Confidential resolution.
4. In 1999-2003, counsel for attorney Nancy Quon in a law firm breakup dispute with Robert Maddox. EJDC Case No. A403739. Confidential resolution.
5. 1999-2004, counsel for attorney George Bochanis in defense of a claim brought by Dr. Mark Taylor D.C., LTD. Clark County Justice Court Case No. 99C-003240-001. Case dismissed.
6. 2003-2005, counsel for the Law Office of Daniel S. Simon in defense of a lien claim brought by attorneys Thomas Connelly and Thomas Marlowe in EJDC Case No. A430916. Lien adjudicated by the Court; Connelly & Marlowe appeal dismissed by motion.
7. In 2006, counsel for the law firm of Netzorg & Cashette P.C. in defense of a claim of legal malpractice. EJDC Case No. 06-A-516271. Case dismissed with prejudice by motion.
8. In 2010, counsel for the Alan Stanton Corp., against attorney David Stephens for alleged malpractice in filing and perfecting a mechanics lien. Resolution in favor of Alan Stanton Corp.

9. In 2010, counsel for Law Office of Daniel S. Simon for matters surrounding the transfer of Attorney Chris Burk to the law firm of Poisson & Bernstein, including lien adjudication in EJDC Case No. A572369. Confidential resolution.
10. In 2011-12, resolved issues related to the transfer of attorney Adam Muslusky from the Law Office of George Bochanis to Law Office of Daniel S. Simon. Confidential resolution.
11. In 2012, served as a retained expert in the *McKay v. Francis* fee dispute. Fee Dispute No. R13-072.
12. In 2012, served as a retained expert on legal practice standards in *Leavy v. Bailey*, EJDC Case No. A-10-614933, report provided.
13. In 2012 served as a retained expert on legal practice standards in *Tatom v. Goldberg*, EJDC Case No. A-12-654611, report provided.
14. In 2013, served as a retained expert on legal practice standards in *Talbot v. Harford*, U.S.D.C., D. Nev., Case No. 2:11-CV-01766-KJD-CWH, report provided and deposed.
15. In 2013, counsel for attorney George Bochanis for matters attendant to the transfer of a client file to attorney Parviz A. Heshmati. Resolved.
16. In 2013-14, counsel for two minor children to recover settlement funds taken by attorney Barry Levinson. Recovery made from the Client Security fund.
17. In 2014, counsel for attorney Adam Clarkson in the dissolution of Fuller Jenkins Clarkson. Confidential resolution.
18. In 2015, counsel for Law Office of Daniel S. Simon for collection of fees due from attorney Liborius Agwara on an attorney lien. Fees paid.

19. In 2015-16, personal counsel for attorney Anastasia Noe in U.S.D.C., D. Nev., Case No. 2:14-cv-01841-GMN-GWF.
20. In 2012-13, counsel for Deeann Clark and Ivan Clark against the law firm of William K. Errico and Associates and William K Errico. Claims included legal malpractice. EJDC Case No. A-12-657001-C. Confidential resolution.
21. In 2013-2015, counsel for Barry Shulman and Allyn Shulman against attorney Jeffrey A. Bendavid. Claims included legal malpractice in the handling of a real estate closing. EJDC Case No. A-13-682679-C. Confidential resolution.
22. In 2014-2015, counsel for Linda Talley against the law firm of William K. Errico and Associates, and William K Errico. Claims included legal malpractice and Nevada RICO. EJDC Case No. A-14-703989-C. Confidential resolution.
23. In 2014-2015, counsel for Letricia Robinson and Winthrop Robinson in defense of a claim for declaratory relief regarding an attorney lien by William K. Errico and Associates, and in pursuit of counter claims, EJDC Case No. A-14-705047-C. Confidential resolution.
24. In 2016, counsel for Angela Kassan against attorney Michael A. Hagemeyer for payment of settlement monies due. Confidential resolution.
25. In 2016-18, counsel for Dusty Rhodes against the Bach Law Firm and Jason J. Bach. Claims include legal malpractice and overbilling in a cargo case. EJDC Case No. A-16-738933-C. Confidential resolution.

26. In 2016-2017, counsel for The Clarkson Law Group in defense of various claims including misappropriation of trade secret, conversion, & intentional interference with contractual relations. EJDC Case No. A-16-743784. Case dismissed with no payment and no confidentiality.
27. 2016-present. Expert for the State in, *The State of Nevada v. William Errico*, EJDC Criminal Case No. 15307611X/C307611. Reports provided.
28. In 2017, counsel for The Clarkson Law Group in defense of various claims including legal malpractice related to a home foreclosure. U.S.D.C., D. Nev., Case No. 3:16-cv-00758-RCJ-VPC. Case dismissed without prejudice, with no payment and no confidentiality.
29. In 2017, counsel for attorney David Newman in defense of various claims including breach of contract, breach of fiduciary duty and breach of duty of loyalty. EJDC Case No. A-17-752287-B. Case dismissed with no payment and no confidentiality.
30. In 2017, counsel for The Clarkson Law Group on matters associated with EJDC A-13-680532.
31. In 2017, counsel for the law firm of Maddox, Isaacson & Cisneros, for matters related to cases impacted by the breakup of the law firm of Maier Gutierrez Ayon. Issues resolved.
32. In 2018-present, counsel for Law Office of Daniel S. Simon in a lien dispute in EJDC Case No. A738444 and defense of a collateral conversion action in EJDC Case No. A767242. Conversion case dismissed with sanctions against Plaintiffs, lien adjudicated, remanded for further proceedings.
33. In 2018, counsel for attorney Adam Clarkson on issues arising from the dissolution of Fuller Jenkins Clarkson. Confidential resolution.

34. In 2018, counsel for David Alessi Esq., in a foreclosure/ malpractice case in EJDC Case No. A684539. Case resolved.
35. In 2018, counsel for an attorney who received a confidential Bar inquiry generated by an on-line Bar complaint. Inquiry closed without a formal investigation.
36. In 2018, counsel for Dr. Van Vooren in matters related to a dispute with attorney Esteban-Trinidad. Matters resolved.
37. In 2019, counsel for the Law Office of Daniel S. Simon in a lien dispute in EJDC Case No. A-19-793213-C. Lien adjudicated.

EXHIBIT 14

LAW OFFICES
LIPSON | NEILSON P.C.
9900 COVINGTON CROSS DR #120
LAS VEGAS, NV 89144

TELEPHONE (702) 382-1500
TELEFAX (702) 382-1512

WWW.LIPSONNEILSON.COM
TAX ID# 38-2574325

February 12, 2018

DANIEL SIMON, ESQ.
ATTN: JAMES R. CHRISTENSEN, ESQ.
jim@jchristensenlaw.com

Invoice# 90485 DC
Client# SI8208
Billing through 01/31/2018

Matter# 00000 *DANIEL SIMON, ESQ. v. BRYAN EDGEWORTH*

PROFESSIONAL SERVICES

01/11/2018	DC	TELEPHONE CALL WITH D. SIMON RE: AVAILABILITY FOR SHORT OPINION ON NEWLY-FILED COMPLAINT	0.20 hrs	350.00 /hr	70.00
01/15/2018	DC	BRIEF LEGAL RESEARCH REVIEW OF CASE LAW, NRS 18.015	1.00 hrs	350.00 /hr	350.00
01/16/2018	DC	PREPARE DRAFT OF EXPERT REPORT (4.3); TELEPHONE CALL WITH JIM CHRISTENSEN RE: ADDITIONAL FACTS/TIMELINE OR SETTING UP NEW TRUST ACCOUNT (0.4)	4.70 hrs	350.00 /hr	1,645.00
01/17/2018	DC	FURTHER DRAFT OF EXPERT REPORT (0.9); 2X TELEPHONE CALL WITH JIM CHRISTENSEN RE: SAME (0.4)	1.30 hrs	350.00 /hr	455.00

TOTAL PROFESSIONAL SERVICES	7.20 Hr	<u>\$2,520.00</u>
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TIMEKEEPER RECAP

	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
CLARK, DAVID	7.20	350.00	\$2,520.00
Totals	<u>7.20</u>		<u>\$2,520.00</u>

SUMMARY

TOTAL PROFESSIONAL SERVICES	\$2,520.00
TOTAL NEW CHARGES FOR THIS INVOICE	<u>\$2,520.00</u>
TOTAL BALANCE NOW DUE	<u>\$2,520.00</u>

AA0501

EXHIBIT 15

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.

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. 77678

FILED

JAN 26 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

No. 78176

ORDER GRANTING MOTION

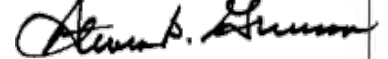
Appellants/cross-respondents have filed an untimely motion for an extension of time to file a petition for rehearing. Contained within the motion is what appears to be the petition for rehearing. The motion is granted to the following extent. NRAP 26(b)(1)(A); NRAP 40(a)(1). Appellants/cross-respondents shall have 7 days from the date of this order to file and serve any petition for rehearing. Any petition for rehearing must be accompanied by the required filing fee. See NRAP 40(b)(5). No action will be taken on the petition for rehearing contained within the extension motion.

It is so ORDERED.

1. J. J. J., C.J.

cc: Vannah & Vannah
James R. Christensen
Christiansen Law Offices

EXHIBIT 16



1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

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

8 Plaintiffs,

9 vs.

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

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

14 Defendants.

Consolidated with

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

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

17 Plaintiffs,

18 vs.

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

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

21 Defendants.

22
23 **DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

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

Hon. Tierra Jones
DISTRICT COURT JUDGE

DEPARTMENT TEN
LAS VEGAS, NEVADA 89155

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

7 8 **FINDINGS OF FACT**

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

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

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

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

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

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

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

10
11 We never really had a structured discussion about how this might be done.
12 I am more that happy to keep paying hourly but if we are going for punitive
13 we should probably explore a hybrid of hourly on the claim and then some
14 other structure that incents both of us to win an go after the appeal that these
15 scumbags will file etc.

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

18 I could also swing hourly for the whole case (unless I am off what this is
19 going to cost). I would likely borrow another \$450K from Margaret in 250
20 and 200 increments and then either I could use one of the house sales for cash
21 or if things get really bad, I still have a couple million in bitcoin I could sell.

22 I doubt we will get Kinsale to settle for enough to really finance this since I
23 would have to pay the first \$750,000 or so back to Colin and Margaret and
24 why would Kinsale settle for \$1MM when their exposure is only \$1MM?

25 (Def. Exhibit 27).

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

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

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

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

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

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 17 **CONCLUSION OF LAW**

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

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

23 NRS 18.015(1)(a) states:

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

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

27 Nev. Rev. Stat. 18.015.

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

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

13 14 *Fee Agreement*

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

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

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

14 (Def. Exhibit 27).

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

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

26 *Constructive Discharge*

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

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

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

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

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

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

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

Id.

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

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

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

18 Id.

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

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

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

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

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

27 //

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

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

5 NRS 18.015 states:

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

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

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

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

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

21 4. A lien pursuant to:

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

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

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

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

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

1 Nev. Rev. Stat. 18.015.

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

9
10 *Implied Contract*

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

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

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

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

9
10 *Amount of Fees Owed Under Implied Contract*

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

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

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

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

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

20 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
22 which appears to indicate that it began with the initial meeting with the client, leading the court to
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
25 amount has already been paid by the Edgeworths on December 16, 2016.²

27 ²There are no billing amounts from December 2 to December 4, 2016.

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

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
8 been paid by the Edgeworths on August 16, 2017.³

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

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

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

25
26 ³ There are no billings from July 28 to July 30, 2017.

⁴ There are no billings for October 8th, October 28-29, and November 5th.

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

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

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

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

5
6 ***Costs Owed***

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

14
15 ***Quantum Meruit***

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

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

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

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

18 *1. Quality of the Advocate*

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

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

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

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

9 3. The Work Actually Performed

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

18 4. The Result Obtained

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 NRCP 1.5.

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

23 CONCLUSION

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

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

9
10 **ORDER**

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

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

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17 _____
18 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

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

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



Tess Driver
Judicial Executive Assistant
Department 10

EXHIBIT 17

1
2 **DECLARATION OF WILL KEMP, ESQ.**

3 I have been asked to clarify my earlier opinion as to the amount and period of time that quantum
4 meruit should apply. I have reviewed the Supreme Court orders dated December 30, 2020. I further
5 understand the relief sought by each party leading to the orders. Edgeworth challenged the amount of
6 quantum meruit in the sum of \$200,000 after the date of discharge on November 29, 2017. Simon
7 sought relief that the period of time that quantum meruit applies is for the period of time that
8 outstanding fees are due and owing at the time of discharge.

9 It seems clear that the Supreme Court is asking the District Court to analyze the value of
10 quantum meruit for the period of time that outstanding fees for services were due when Mr. Simon was
11 discharged forward. The Supreme Court adopted the same basic analysis I used and made clear that the
12 period of time that work was performed and paid by Edgeworth prior to discharge should not be
13 considered in the quantum meruit analysis. (See Order in Docket No. 77678, P. 5). The Supreme Court
14 affirmed the finding of the District Court that Mr. Simon was discharged on November 29, 2017. At the
15 time Mr. Simon was discharged, the last bill paid by Edgeworth was for work performed through
16 September 19, 2017. Therefore, the period of time that outstanding fees were due and owing was from
17 September 19, 2017 thru the end of the case. Simon and his office was working on the case into
18 February, 2018. In my opinion, the quantum meruit value of the services from September 19, 2017 thru
19 the end of the case equals \$2,072,393.75. The last bill paid by Edgeworth covered the period of time
20 thru September 19, 2017. Edgeworth paid the total sum of 367,606.25 for the work performed prior to
21 September 19, 2017 and pursuant to the Supreme Court orders, these payments cover the period of time
22 prior September 19, 2017. The work performed during this time is not factored into my present
23 quantum meruit analysis. My opinion only considers the time after September 19, 2017.

24 In my previous Declaration I opined the total value of quantum meruit was the sum of \$2.44M.
25 The basis for my opinion was analyzing all of the Brunzell factors. When analyzing the Brunzell
26 factors, it is clear that the most significant and substantive work leading to the amazing outcome was
27 performed during the period after September 19, 2017 thru the end of the case. The analysis is as
28 follows:

1 At paragraph 19 of my previous declaration I discussed the 4th Brunzell factor: Result
2 Achieved- no one involved in the case can dispute it is an amazing result. This case involved a single
3 house under construction. Nobody was living there and repairs were completed very quickly. This case
4 did not involve personal injury or death. It concerned property damage to a house nobody was living in
5 and repairs made quickly. I would not have taken this case unless it was a friends and family situation
6 and they would need to be very special friends. The Edgeworth's were lucky that Mr. Simon was
7 willing to get involved. This was a very hard products case and the damages are between 500k to 750k
8 and the result of \$6.1 million is phenomenal.

9 Edgeworth is sophisticated and understood that it would take a trial and an appeal to g, et
10 "Edgeworth's expected result." Instead of taking years of litigation, Simon got an extraordinary result 3
11 months after the 8/22/17 contingency email sent by Mr. Edgeworth, and Simon's firm secured \$6.1M for
12 this complex product liability case where "hard damages" were only 500-750k. Getting millions of
13 dollars in punitive damages in this case is remarkable and therefore, this factor favors a large fee. The
14 bulk of this work was primarily done from September, 2017 thru December, 2017. For example, serious
15 settlement negotiations did not start until after September, 2017: 1) the first mediation was on October
16 10, 2017; the first significant offer was \$1.5 million on October 26, 2017, (3) there was a second
17 mediation on November 10, 2017; and 4) the \$6 million was offered on November 15, 2017. This is also
18 supported by the register of actions and the multiple hearings and filings. Mr. Simon was discharged
19 November 29, 2017 and continued to negotiate very valuable terms favoring the Edgeworth's, including
20 the preservation of the valuable Lange Plumbing claim and omitting a confidentiality and non-
21 disparagement clauses. The serious threat of punitive damages did not occur until September 29, 2017,
22 when the motion to strike Vikings Answer was filed by the Simon firm. This serious threat also led to
23 the amazing outcome.

24 At paragraphs 20-23 of my testimony, I addressed the 2nd & 3rd Brunzell factors: Quality &
25 Quantity of Work- The quality and quantity of the work was exceptional for a Products case against a
26 worldwide manufacturer with highly experienced local and out of state counsel. Simon retained
27 multiple experts, creatively advocated for unique damages, brought a fraud claim and filed a lot of
28 motions other lawyers would not have filed. Simon filed a motion to strike Defendants answer seeking

1 case terminating sanctions and exclusion of key defense experts. Simon's aggressive representation was
2 a substantial factor in achieving the exceptional results. The amount of work Simon's office performed
3 was impressive given the size of his firm. Simon's office does not typically represent clients on an
4 hourly basis and the fee customarily charged in Vegas for similar legal services is substantial when also
5 considering the work actually performed. Simon's office lost opportunities to work on other cases to get
6 this amazing result. There were a lot of emails, which I went through and substantial pleadings and
7 multiple expert reports for a property damage case. The house stigma damage claim was extremely
8 creative and Mr. Simon secured all evidence to support this claim. The mediator also recommended the
9 6M settlement based on the expected attorney's fees of 2.4M. In an email to Simon in November, 2017
10 Mr. Edgeworth suggested 5M as the appropriate value for the proposal by the mediator, yet Simon
11 advocated for 6M and go \$6.1 Million (including Lange Plumbing). Negotiating a large claim in a
12 complex case also takes great skill and experience that Mr. Simon exhibited to achieve the great result,
13 as well as the very favorable terms for the benefit of the Edgeworth's.

14 I also analyzed the novelty and difficulty of the questions presented in the case; the adversarial
15 nature of this case, the skill necessary to perform the legal service, the lost opportunities to work on
16 other cases, the quality, quantity and the advocacy involved, as well as the exceptional result achieved
17 given the total amount of the settlement compared to the "hard" damages involved. The reasonable value
18 of the services performed in the Edgeworth matter by the Simon firm, in my opinion, would be in the
19 sum of \$2,072,393.75 for the period of after September 19, 2017. This evaluation is reasonable under
20 the Brunzell factors. I also considered the Lodestar factors, as well as the NRCP 1.5(a) factors for a
21 reasonable fee. Absent a contract, Simon is entitled to a reasonable fee customarily charged in the
22 community based on services performed. NRS 18.015. The extraordinary and impressive work occurred
23 primarily during the period of September 19, 2017 thru the end of the case. Mr. Simon actually
24 performed the work and achieved a great result.

25 ///

26 ///

27 ///

28

The value of quantum meruit is easily supported in the amount of \$2,072,393.75 for the period of outstanding services due and owing at the time of discharge.

I make this declaration under the penalty of perjury.

Dated this 12th day of April, 2021.

Will Kemp, Esq.

Will Kemp, Esq.

EXHIBIT 18

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC,)	CASE#: A-16-738444-C
Plaintiffs,)	DEPT. X
vs.)	
LANGE PLUMBING, LLC, ET AL.,)	
Defendants.)	
<hr/>		
EDGEWORTH FAMILY TRUST; AMERICAN GRATING, LLC,)	CASE#: A-18-767242-C
Plaintiffs,)	DEPT. X
vs.)	
DANIEL S. SIMON, ET AL.,)	
Defendants.)	
<hr/>		

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
WEDNESDAY, AUGUST 29, 2018

RECORDER’S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3

APPEARANCES:

For the Plaintiff:	ROBERT D. VANNAH, ESQ. JOHN B. GREENE, ESQ.
For the Defendant:	JAMES R. CHRISTENSEN, ESQ. PETER S. CHRISTIANSEN, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 THE COURT: Okay. This witness can be excused. Mr.
2 Edgeworth, you can be excused. Thank you very much.
3 Is there a next witness?
4 MR. CHRISTIANSEN: Ashley Ferrel, Your Honor.
5 THE COURT: Okay.
6 THE MARSHAL: Please raise your right hand.
7 ASHLEY FERREL, PLAINTIFF'S WITNESS, SWORN
8 THE CLERK: Please be seated, stating your full name,
9 spelling your first and last name for the record.
10 THE WITNESS: Ashley Ferrel, A-S-H-L-E-Y, F-E-R-R-E-L.
11 THE COURT: I'm sorry. I just had to laugh. It's always
12 amazing that we have to always remind the lawyers to raise their right
13 hand so they can be sworn, but all of our lay witnesses just get up here
14 and raise their hand.
15 MR. CHRISTIANSEN: I took his Post-its and [indiscernible].
16 DIRECT EXAMINATION
17 BY MR. CHRISTIANSEN:
18 Q Ms. Ferrel.
19 A Yes.
20 Q Good afternoon.
21 A Good afternoon.
22 Q What do you do for a living?
23 A I'm an attorney.
24 Q How long have you been an attorney?
25 A I have been licensed for seven-and-a-half years.

1 Q Can you give us a little thumbnail sketch of your work
2 history?

3 A Yeah. For about four-and-a-half years, I worked with Mr.
4 Eglet and Mr. Adams over at the Eglet Firm, and then for the last three-
5 and-a-half -- three years, I've worked with Mr. Simon.

6 Q When you've been working for Mr. Simon, have you had
7 experience on a variety of cases?

8 A I have.

9 Q What kinds of cases?

10 A Personal injury, product liability, med mal.

11 Q Done any trials?

12 A Yes, sir.

13 Q Done any large document cases?

14 A Yes, sir.

15 Q Do you have any experience with hourly billing?

16 A Absolutely none.

17 Q Have you ever done any -- did you do any hourly billing over
18 at Mr. Eglet's firm?

19 A No, sir.

20 Q Have you done any hourly billing other than, I guess, the
21 attempts in this case over at Mr. Simon's office?

22 A No, sir. Not other than this case.

23 Q Does the law office have any billing software?

24 A No. Law office -- Mr. Simon's?

25 Q Yes.

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MR. VANNAH: Thank you, Your Honor.

THE COURT: Thank you.

[Proceedings concluded at 4:29 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.

A handwritten signature in cursive script, reading "Jessica B. Cahill". The signature is written in dark ink on a light background.

Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

EXHIBIT 19

ASHLEY M. FERREL

810 S. Casino Center Blvd.
Las Vegas, Nevada 89101

Phone: (702) 364-1650
Email: ashley@simonlawlv.com

Education Thomas M. Cooley Law School, Lansing, Michigan
Juris Doctor, May 2010

University of Nevada Las Vegas, Las Vegas Nevada
Bachelor of Arts in Criminal Justice & Bachelor of Arts in Psychology, 2006

Professional Legal Experience

- **Associate Attorney** *January 5, 2015 – Present*
Simon Law
I currently oversee and litigate civil matters for the firm, including motor vehicle collisions, premises liability, product defect, medical malpractice and negligent security from the moment we receive the case in claims through trial and through the Appellate level, if necessary. I have second-chaired civil jury trials, successfully represented clients in numerous arbitrations, mediations and settlement conferences with recovery in the millions. I have conducted depositions of parties, percipient witnesses, expert witnesses, treating medical physicians, conducted written discovery, work closely with expert witnesses, research and draft pre-trial motions (motions in limine and dispositive motions), trial briefs, post-trial motions, appellate briefs, aid in preparing opening and closing arguments, prepare direct and cross-examinations of witnesses, and represent my clients in the courtroom during trial and various hearings.
- **Associate Attorney** *May 2011 – December 31, 2014*
Eglet Wall Christiansen Trial Lawyers
I worked primarily on the trial team preparing cases to go to trial from filing the Complaint through the Appellate level. My role on the trial team was to conduct written discovery, work closely with expert witnesses, research and draft pre-trial motions (motions in limine and dispositive motions), trial briefs, post-trial motions, appellate briefs, aid in preparing opening and closing arguments, prepare direct and cross-examinations of witnesses, and represent my clients in the courtroom during trial and various hearings. While at Eglet Wall Christiansen, I served on the trial team for all of the Endoscopy litigation, Actos litigation and numerous other cases securing hundreds of millions of dollars for our clients.
- **Law Clerk** *January 2010 – May 2011*
Mainor Eglet Trial Lawyers
I worked closely with the attorneys in trial preparation by conducting research, drafting motions, working with expert witnesses, preparing opening and closing arguments, and following each case through the appellate process.
- **Law Clerk, volunteer** *April 2008*
New Orleans Legal Assistance Corporation
I worked with the legal assistance attorneys to assist individuals displaced by Hurricane Katrina with Landlord/ Tenant disputes and assisted with grant research and drafting for the New Orleans Public Housing Authority.
- **Law Clerk** *September 2006 – August 2007*
Mainor Eglet Cottle Trial Lawyers
I worked closely with the attorney's and paralegals to collect medical records, draft motions, and met with clients to compile discovery and other court materials in complex product liability cases.

- **Intern, Victim Witness Assistance Center
Clark County District Attorney's Office**

August 2005- March 2006

I was an advocate for the victims and witnesses for the District Attorney's Office. My responsibilities were to explain the criminal justice process from the beginning through prison, probation, or parole. While there, I helped to create a pamphlet that simplified the justice system to be given out to all individuals involved with the criminal justice system.

Professional Licenses

- **State Bar of Nevada, 2011**
- **Federal District Court, 2011 (District of Nevada)**

Professional Organizations

- Clark County Bar Association, Member
- American Association for Justice, Member
- American Bar Association, Member
- Nevada Justice Association, Member
- ALS Association, Board of Directors

EXHIBIT 20

Peter S. Christiansen, Esq.
Christiansen Law Offices, Trial Attorneys
810 S. Casino Center Boulevard, Suite 104
Las Vegas, NV 89101
Phone: (702) 240-7979
Fax: (866) 412-6992
Email: pete@christiansenlaw.com
Web: www.christiansenlaw.com

Peter S. Christiansen is the founding partner and lead trial attorney at Christiansen Law Offices, a boutique firm focused exclusively on trying catastrophic personal injury cases and criminal matters, as well as fraud and business-related disputes. A testament to Mr. Christiansen's advocacy skills, he is among the youngest attorneys ever to be inducted into the American College of Trial Lawyers ("ACTL"), which is widely recognized as the preeminent organization of trial lawyers in North America. The mission of the ACTL is to maintain and improve standards of trial practice, professionalism, ethics and the administration of justice.

Bar Admissions:

Nevada, 1994
U.S. Court of Appeals, 9th Circuit, 1994
U.S. District Court for the District of Nevada, 1994

Education:

University of Wyoming, College of Law, Laramie, Wyoming, 1994
J.D.
Honors: With Honors
Honors: Order of the Coif

University of California at San Diego, La Jolla, CA, 1991, B.A.
Major: Political Science

Representative Cases/Clients:

State v. Maurice Sims
Defense in state prosecution of defendant accused of two counts of murder, one count of attempted murder and multiple counts of conspiracy, robbery and burglary with use of a firearm. During the first trial, in which the State sought the death penalty, the jury hung on all murder and attempted murder counts resulting in a mistrial and the State choosing to not pursue the death penalty but opting to try the defendant a second time. In the re-trial, the jury acquitted the defendant on all but one count of burglary, resulting in the first acquittal of a capital defendant in State history.

United States Anti-Doping Agency v. Jon Jones

Defense of UFC Fighter Jon Jones for alleged second violation of the UFC Anti-Doping Policy. After counsel's presentation of facts and witnesses, an independent arbitrator sanctioned Jones just fifteen months for his second violation, substantially reducing the thirty-month sanction initially imposed pre-hearing. The reduction of the sentence by half was based upon the circumstances of the case and reduced degree of fault demonstrated during the hearing.

Khiabani v. Motor Coach Industries et al.,

Wrongful death action involving allegations of negligence against multiple defendants and strict products liability against bus manufacturer resulting in pre-trial settlement of all negligence claims and jury verdict in favor of plaintiffs and awarding in excess of \$18.7 million against bus manufacturer.

Campo-Gil v. 7-Eleven, Inc., et al.

Premises Liability action involving allegations of negligence and conscious disregard giving rise to punitive damages. After fifteen-day evidentiary hearing the district court struck defendants' answer as to liability and ordered that the case proceed to trial as to compensatory and punitive damages. Defendants thereafter settled within weeks of trial.

Baxter v. Dignity Health, et al.

Medical malpractice action against multiple defendants on behalf of a young man who had been rendered a ventilator dependent quadriplegic as a result of medical negligence and fraudulent concealment of that malpractice. Nearly two years after the operative complaint was filed, the district court allowed Plaintiff to amend to seek punitive damages. In the months leading up to trial Defendants filed no less than eight writ petitions to the Nevada Supreme Court, seven of which were not entertained meaning punitive damages remained at stake at the time of trial. After eight days of jury selection, the final defendant settled resulting in an eight-figure total combined recovery for the client (individual amounts of which are confidential).

Shannon Smith v. Dignity Health, et al.

Medical malpractice action against multiple defendants on behalf of a 25-year-old mother who suffered the loss of all four limbs as a result of medical negligence. Based on evidence defendants attempted to alter records and conceal their malpractice the district court allowed the plaintiff to amend to seek punitive damages. Case settled months before trial for confidential sum.

United States of America v. Noel Gage

Defense in federal prosecution of local attorney alleging complex conspiracy between Gage and local surgeons. Discovery intensive case which included over 200,000 documents produced by the Government.

Templeton v. EPMG

Prosecution of medical malpractice case brought by decedent's widow for failure to diagnose cancer. Jury verdict returned for \$18 million resulting in judgment of over \$24 million.

Gray, et al. v. Wyeth Pharmaceuticals, Inc., et al.

Lead co-counsel in Mass Tort action regarding hormone replacement therapy ("HRT") drugs. Case settled during trial which lead to the settlement of the last 96 HRT cases in the U.S.

Eldredge v. Granite Construction

Prosecution of personal injury action stemming from on-the-job incident. Jury verdict returned and judgment entered for in excess of \$9 million. Case settled for confidential amount during appeal.

United States of America v. James Hannigan, et al.

State of Nevada v. James Hannigan, et al.

Defense in federal and state prosecutions of members of the Hells Angels Motorcycle Club arising out of incident at Harrah's Laughlin. Defendant faced multiple life sentences. Cases resolved with resulting sentence of 12 months.

Discovery intensive case where government produced over 100,000 documents and over 5 thousand hours of surveillance video and audio recordings.

United States of America v. Floyd Strickland, et al.

Defense of federal prosecution of 18 members of the Rolling Sixties Crips gang. Government sought death penalty. Succeeded in convincing Government to drop death penalty. Discovery intensive case where government produced over 70,000 documents and hundreds of hours of surveillance video and audio recordings.

United States of America v. Gary Harouff, et al.

Defense in federal white-collar prosecution alleging embezzlement of over \$8 million. Succeeded in convincing government to drop charges in exchange for plea to one count of depravation of honest goods and services. The Court granted client probation.

Mowen v. Walgreens

Slip and fall case. Jury award was largest verdict against national drug store chain and largest slip and fall verdict in Nevada.

State of Nevada v. Steve Shaw

Defense in state prosecution of chiropractor accused of murder. Successfully obtained dismissal of murder charge and eventual plea agreement resulting in client being afforded opportunity to complete probation.

University of Nevada Las Vegas

Represented University in administrative proceedings before the Board of Regents.

Certifications and Appointments:

Clark County Indigent Defense Panel Attorney, 1995 - present

Criminal Justice Act (CJA) Panel Attorney, 1999 - 2016

Nevada Supreme Court Rule 250 (Death Penalty) Qualified, 1998 - present

Martindale - Hubbell - (Peer Rated for High Professional Achievement)

Professional Associations and Memberships:

American College of Trial Lawyers, Fellow, 2015 – present

The American Bar Foundation, Fellow, 2018 - present

National Association of Criminal Defense Lawyers, 1997 - present

Clark County Bar Association, 1995 - present

Nevada Justice Association, 1994 - present

Law Related Education Positions:

University of Nevada Las Vegas, William S. Boyd School of Law, Adjunct Professor:

- Trial Advocacy, Spring 2019
- Opening Statements and Closing Arguments, Spring 2018
- Opening Statements and Closing Arguments, Spring 2017

State Bar of Nevada, Trial Academy Instructor

Nevada Justice Association, Continuing Legal Education Instructor on trial advocacy and related topics

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.

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

Supreme Court No. 77678
District Court Case No. A738444

FILED

APR 13 2021

Elizabeth A. Brown
CLERK OF COURT

Supreme Court No. 78176
District Court Case No. A738444

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDER the judgement of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order."

Judgment, as quoted above, entered this 30 day of December, 2020.

A-16-738444-C
CCJR
NV Supreme Court Clerks Certificate/Judgm
4851019

JUDGMENT



The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"Rehearing Denied."

Judgment, as quoted above, entered this 18 day of March, 2021.

IN WITNESS WHEREOF, I have subscribed
my name and affixed the seal of the Supreme
Court at my Office in Carson City, Nevada this
April 12, 2021.

Elizabeth A. Brown, Supreme Court Clerk

By: Kaitlin Meetze
Administrative Assistant

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.

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. 77878

FILED

DEC 30 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

No. 78176

**ORDER AFFIRMING IN PART, VACATING IN PART AND
REMANDING**

These consolidated matters include two appeals and a cross-appeal that challenge district court orders dismissing a complaint under NRCP 12(b)(5), adjudicating an attorney lien, and granting in part and denying in part a motion for attorney fees and costs.¹ Eighth Judicial District Court, Clark County; Tierra Danielle Jones, Judge.²

Brian and Angela Edgeworth are business owners and managers. A fire sprinkler malfunctioned and flooded a home they were constructing, causing \$500,000 in damages. Both the fire-sprinkler

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

²The Honorable Abbi Silver, Justice, did not participate in the decision of this matter.

manufacturer and plumbing company refused to pay for the damage. Daniel Simon, a Las Vegas attorney and close friend of the Edgeworths, offered to help. There was no written fee agreement, as Simon only planned to send a few letters. However, Simon eventually sued the responsible parties on the Edgeworths' behalf, billing the Edgeworths a "reduced" rate of \$550 per hour through four invoices totaling \$367,606, which the Edgeworths paid in full. Eventually, Simon helped secure a \$6 million settlement agreement, and when the Edgeworths asked Simon to provide any unpaid invoices, Simon sent them a letter with a retainer agreement for \$1.5 million beyond what they had already paid him for his services. The Edgeworths refused to pay and retained new counsel. Simon then filed an attorney lien. The Edgeworths responded by suing him for breach of contract and conversion.

Simon moved to dismiss the Edgeworths' complaint under both NRCP 12(b)(5) and Nevada's anti-SLAPP statutes and he moved for adjudication of the lien. The district court consolidated the cases. The district court first addressed Simon's attorney lien and held an extensive evidentiary hearing. After the hearing, the district court found that Simon and the Edgeworths did not have an express oral contract. Although the district court found that Simon and the Edgeworths had an implied contract for the hourly rate of \$550 per hour for Simon and \$275 per hour for Simon's associates, it also determined that the Edgeworths constructively discharged Simon when they retained new counsel. Therefore, the district court awarded Simon roughly \$285,000 for attorney services rendered from September 19 to November 29, 2017, and \$200,000 in quantum meruit for the services he rendered after November 29, the date of the constructive

discharge.³ Relying on the evidence presented at the hearing adjudicating the attorney lien, the district court dismissed the Edgeworths' complaint and awarded Simon \$55,000 in attorney fees and costs for defending the breach of contract action. It then denied Simon's anti-SLAPP motion as moot.

The constructive discharge for purposes of adjudicating attorney lien and \$200,000 quantum meruit award

We review a "district court's findings of fact for an abuse of discretion" and "will not set aside those findings unless they are clearly erroneous or not supported by substantial evidence." *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004) (internal quotation marks omitted). The Edgeworths argue that substantial evidence does not support the district court's constructive discharge finding because Simon never withdrew from the case, continued working on it through its conclusion, and billed them after the date of the constructive discharge. We disagree.

A constructive discharge occurs when a party's conduct "dissolves the essential mutual confidence between attorney and client," *Brown v. Johnstone*, 450 N.E.2d 693, 695 (Ohio Ct. App. 1982) (holding that a client terminated the attorney-client relationship when he initiated grievance proceedings against and stopped contacting his attorney), or the client takes action that prevents the attorney from effective representation, *McNair v. Commonwealth*, 561 S.E.2d 26, 31 (Va. Ct. App. 2002) (explaining that in the criminal context, constructive discharge can occur where "the defendant place[s] his counsel in a position that precluded effective

³On appeal, the Edgeworths challenge only the \$200,000 award in quantum meruit.

representation"). Substantial evidence in the record demonstrates that the Edgeworths hired new counsel; stopped directly communicating with Simon; empowered their new counsel to resolve the litigation; and settled claims against Simon's advice at the urging of new counsel. Accordingly, we conclude that the district court acted within its sound discretion by finding that the Edgeworths constructively discharged Simon on November 29, 2017.

Although we conclude that the district court correctly found that Simon was entitled to quantum meruit for work done after the constructive discharge, *see Gordon v. Stewart*, 74 Nev. 115, 119, 324 P.2d 234, 236 (1958) (upholding an award in quantum meruit to an attorney after breach of contract), *rejected on other grounds by Argentina Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 537-38, 216 P.3d 779, 786 (2009), we agree with the Edgeworths that the district court abused its discretion by awarding \$200,000 in quantum meruit⁴ without making findings regarding the work Simon performed after the constructive discharge. *Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (reviewing district court's attorney fee decision for an abuse of discretion).

A district court abuses its discretion when it bases its decision on an erroneous view of the law or clearly disregards guiding legal principles. *See Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993), *superseded by statute on other grounds as stated in In re DISH Network Derivative Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017). "[T]he proper measure of damages under a *quantum meruit* theory

⁴The Edgeworths do not contest the validity of the attorney lien or the district court's jurisdiction to adjudicate it.

of recovery is the reasonable value of [the] services." *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994) (alteration in original) (internal quotation marks omitted). A district court must consider the *Brunzell* factors when determining a reasonable amount of attorney fees. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Those factors are: (1) the quality of the advocate; (2) the character of the work, e.g., its difficulty, importance, etc.; (3) the work actually performed by the advocate; and (4) the result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The Edgeworths challenge the third factor, arguing that the district court's order did not describe the work Simon performed after the constructive discharge. While the district court stated that it was applying the *Brunzell* factors for work performed only after the constructive discharge, much of its analysis focused on Simon's work throughout the entire litigation. Those findings, referencing work performed before the constructive discharge, for which Simon had already been compensated under the terms of the implied contract, cannot form the basis of a quantum meruit award. Although there is evidence in the record that Simon and his associates performed work after the constructive discharge, the district court did not explain how it used that evidence to calculate its award. Thus, it is unclear whether \$200,000 is a reasonable amount to award for the work done after the constructive discharge. Accordingly, we vacate the district court's grant of \$200,000 in quantum meruit and remand for the district court to make findings regarding the basis of its award.

The NRCP 12(b)(5) motion to dismiss

Following the evidentiary hearing regarding the attorney lien, the district court dismissed the Edgeworths' complaint. In doing so, the district court relied on the evidence presented at the evidentiary hearing to

find that there was no express contract and thus dismissed the breach of contract, declaratory relief, and breach of covenant of good faith and fair dealing claims. It further found that Simon complied with the statutory requirements for an attorney lien and therefore dismissed the conversion and breach of fiduciary duty claims, as well as the request for punitive damages.

The Edgeworths argue that the district court failed to construe the allegations in the amended complaint as true and instead considered matters outside the pleadings—facts from the evidentiary hearing. In effect, the Edgeworths argue that, under the NRCP 12(b)(5) standard, the district court was required to accept the facts in their complaint as true regardless of its contrary factual findings from the evidentiary hearing. Under the circumstances here, we are not persuaded that the district court erred by dismissing the complaint.

While the district court should have given proper notice under NRCP 12(d) that it was converting the NRCP 12(b)(5) motion to one for summary judgment, it did not err by applying its findings from the evidentiary hearing when ruling on the NRCP 12(b)(5) motion, as it had told the parties it was waiting to rule on this motion until after the lien adjudication hearing. Under the law-of-the-case doctrine, a district court generally should not reconsider questions that it has already decided. *See Reconstrust Co., N.A. v. Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“The law-of-the-case doctrine ‘refers to a family of rules embodying the general concept that a court involved in later phases of a lawsuit should not re-open questions decided (i.e., established as law of the case) by that court or a higher one in earlier phases.’”) (quoting *Crocker v. Piedmont Aviation, Inc.*, 49 F.3d 735, 739 (D.C. Cir. 1995)); *see also United States v. Jingles*, 702 F.3d 494, 499 (9th Cir. 2012) (“Under the law of the case doctrine, a court is

ordinarily precluded from reexamining an issue previously decided by the same court, or a higher court, in the same case.") (internal quotation marks omitted). The doctrine applies where "the issue in question [was] 'decided explicitly . . . in [the] previous disposition.'" *Jingles*, 702 F.3d at 499 (second alteration in original) (quoting *United States v. Lummi Indian Tribe*, 235 F.3d 443, 452 (9th Cir. 2000)).

Because it was necessary for the district court to determine if there was an express contract when adjudicating the attorney lien, its finding that there was no express oral contract between Simon and the Edgeworths became the law of the case in the consolidated action. See NRS 18.015(6) (requiring the court where an attorney lien is filed to "adjudicate the rights of the attorney, client or other parties and enforce the lien"); NRCP 42(a) (allowing consolidation where actions "involve a common question of law or fact"). As it was the law of the case, that finding bound the district court in its adjudication of the NRCP 12(b)(5) motion.⁵ See *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 623, 173 P.3d 707, 714 (2007) (upholding a district court's decision where the district court held a bench trial to resolve equitable claims and then applied those findings to dismiss the remaining legal claims). Similarly, the district court's finding that Simon properly perfected the attorney lien became the law of the case and thus bound the district court during its adjudication of the NRCP 12(b)(5) motion. Accordingly, because the district court properly applied its past

⁵The Edgeworths do not argue that the district court's finding of an implied contract could have formed the basis of their breach of contract and good faith and fair dealing claims.

findings to the present motion, it did not err in granting the NRCP 12(b)(5) motion.⁶

The \$50,000 attorney fee award under NRS 18.010(2)(b)

The Edgeworths argue that the district court abused its discretion by awarding attorney fees to Simon in the context of dismissing their conversion claim because their claim was neither groundless nor brought in bad faith and the district court failed to consider the *Brunzell* factors.

The district court awarded attorney fees under NRS 18.010(2)(b) for the Edgeworths' conversion claim alone because it found that the Edgeworths' conversion claim was not maintained upon reasonable grounds. Once Simon filed the attorney lien, the Edgeworths were not in exclusive possession of the disputed fees, see NRS 18.015(1), and, accordingly, it was legally impossible for Simon to commit conversion, see *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 911, 193 P.3d 536, 543 (2008) (holding that to prevail on a conversion claim, the plaintiff must have an exclusive right to possess the property). We perceive no abuse of discretion in this portion of the district court's decision. See NRS 18.010(2)(b) (authorizing courts to award attorney fees for claims "maintained without reasonable ground or to harass the prevailing party"). As to the amount of the award, however, we conclude that the district court's order lacks support. The district court need not explicitly mention each

⁶In his cross-appeal in Docket No. 77678, Simon argues that the district court erred by denying his anti-SLAPP special motion to dismiss as moot. However, Simon failed to present cogent arguments and relevant authority in his opening brief. Accordingly, we do not consider his argument. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument).

Brunzell factor in its order so long as the district court "demonstrate[s] that it considered the required factors, and the award [is] supported by substantial evidence." *Logan*, 131 Nev. at 266, 350 P.3d at 1143 (mandating that a district court consider the *Brunzell* factors, but explaining that "express findings on each factor are not necessary for a district court to properly exercise its discretion").

While the district court did not make explicit *Brunzell* findings, it satisfied the first prong under *Logan* by noting that it "[had] considered all of the factors pertinent to attorney's fees." However, the district court did not provide sufficient reasoning explaining how it arrived at \$50,000, and it is not obvious by our review of the record. Accordingly, we vacate the district court's order awarding attorney fees and remand for further findings.

The costs award

The Edgeworths challenge the award of costs, arguing that the district court failed to explain or justify the amount. Having considered the record and the parties' arguments, we conclude that the district court acted within its sound discretion in awarding Simon \$5,000 in costs. *Logan*, 131 Nev. at 267, 350 P.3d at 1144 (explaining that this court reviews an award of costs for an abuse of discretion). Here, the district court explained that it awarded \$5,000 of the requested \$18,434.74 because Simon only requested an award for work performed on the motion to dismiss, not the adjudication of the attorney lien. As Simon's counsel acknowledged, only \$5,000 of the requested costs related to the motion to dismiss and thus only that \$5,000 is recoverable. Because the cost award is supported by an invoice and memorandum of costs, we conclude that the district court acted within its sound discretion when it awarded \$5,000 in costs to Simon.

In sum, as to the Edgeworths' appeal in Docket No. 77678, we affirm the district court's order granting Simon's motion to dismiss as well as the order awarding \$5,000 in costs. However, we vacate the district court's order awarding \$50,000 in attorney fees and \$200,000 in quantum meruit and remand for further findings regarding the basis of the awards. As to Simon's cross-appeal in Docket No. 78176, we affirm the district court's order denying Simon's anti-SLAPP motion as moot.

For the reasons set forth above, we

ORDER the judgment of the district court AFFIRMED in part and VACATED in part AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering C.J.
Pickering

Gibbons J.
Gibbons

Hardesty J.
Hardesty

Parraguirre J.
Parraguirre

Stiglich J.
Stiglich

Cadish J.
Cadish

cc: Hon. Tierra Danielle Jones, District Judge
Dana Jonathon Nitz, Settlement Judge
James R. Christensen
Vannah & Vannah
Christiansen Law Offices
Eighth District Court Clerk

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.

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. 77678

FILED

MAR 18 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

No. 78176

ORDER DENYING REHEARING

Rehearing denied. NRAP 40(c).

It is so ORDERED.

[Signature] C.J.
Hardesty

[Signature] J.
Parraguirre

[Signature] J.
Cadish

[Signature] J.
Pickering

[Signature] J.
Stiglich

[Signature] J.
Silver

[Signature] J.
Herndon

Supreme Court
of
Nevada

JUN 18 2021

21-07874

AA0560

cc: Hon. Tierra Danielle Jones, District Judge
Vannah & Vannah
James R. Christensen
Christiansen Law Offices
Eighth District Court Clerk

Supreme Court
of
Nebraska

(09 1907A)

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.

Supreme Court No. 77678
District Court Case No. A738444

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

Supreme Court No. 78176
District Court Case No. A738444

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: April 12, 2021

Elizabeth A. Brown, Clerk of Court

By: Kaitlin Meetze
Administrative Assistant

cc (without enclosures):

Hon. Tierra Danielle Jones, District Judge
Vannah & Vannah
James R. Christensen
Christiansen Law Offices \ Peter S. Christiansen

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR Issued in the above-entitled cause, on APR 13 2021.

HEATHER UNGERMANN

Deputy District Court Clerk

**RECEIVED
APPEALS**

APR 13 2021

CLERK OF THE COURT

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

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

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: X

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

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

17 Plaintiffs,

18 vs.

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

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

21 Defendants.

22
23 **THIRD AMENDED DECISION AND ORDER ON MOTION TO**
24 **ADJUDICATE LIEN**

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

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

7 8 **FINDINGS OF FACT**

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

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

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

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

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

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

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

10 We never really had a structured discussion about how this might be done.
11 I am more than happy to keep paying hourly but if we are going for punitive
12 we should probably explore a hybrid of hourly on the claim and then some
13 other structure that incents both of us to win and go after the appeal that these
scumbags will file etc.

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

15 I could also swing hourly for the whole case (unless I am off what this is
16 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.

17 I doubt we will get Kinsale to settle for enough to really finance this since I
18 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?

19
20 (Def. Exhibit 27).

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

26 8. On April 7, 2017 a second invoice was sent to the Edgeworths for attorney's fees and
27 costs through April 4, 2017 for a total of \$46,620.69, and was billed at a "reduced" rate of \$550 per
28

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

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

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

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

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

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

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

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

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 26. On November 19, 2018, the Court entered a Decision and Order on Motion to
17 Adjudicate Lien.

18 27. On December 7, 2018, the Edgeworths filed a Notice of Appeal.

19 28. On February 8, 2019, the Court entered a Decision and Order Granting in Part and
20 Denying in Part, Simon's Motion for Attorney's Fees and Costs.

21 29. On February 15, 2019, the Edgeworths filed a second Notice of Appeal and Simon
22 filed a cross appeal, and Simon filed a writ petition on October 17, 2019.

23 30. On December 30, 2020, the Supreme Court issued an order affirming this Court's
24 findings in most respects.

25 31. On January 15, 2021, the Edgeworths filed a Petition for Rehearing.

26 32. On March 16, 2021, this Court issued a Second Amended Decision and Order on
27 Motion to Adjudicate Lien.

1 33. On March 18, 2021, the Nevada Supreme Court denied the Motion for Rehearing.

2
3
4 **CONCLUSION OF LAW**

5 **The Law Office Appropriately Asserted A Charging Lien Which Must Be Adjudicated By The**
6 **Court**

7 An attorney may obtain payment for work on a case by use of an attorney lien. Here, the
8 Law Office of Daniel Simon may use a charging lien to obtain payment for work on case A-16-
9 738444-C under NRS 18.015.

10 NRS 18.015(1)(a) states:

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

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

14 Nev. Rev. Stat. 18.015.

15 The Court finds that the lien filed by the Law Office of Daniel Simon, in case A-16-738444-C,
16 complies with NRS 18.015(1)(a). The Law Office perfected the charging lien pursuant to NRS
17 18.015(3), by serving the Edgeworths as set forth in the statute. The Law Office charging lien was
18 perfected before settlement funds generated from A-16-738444-C of \$6,100,000.00 were deposited,
19 thus the charging lien attached to the settlement funds. Nev. Rev. Stat. 18.015(4)(a); Golightly &
20 Vannah, PLLC v. TJ Allen LLC, 373 P.3d 103, at 105 (Nev. 2016). The Law Office's charging lien
21 is enforceable in form.

22 The Court has personal jurisdiction over the Law Office and the Plaintiffs in A-16-738444-C.
23 Argentina Consolidated Mining Co., v. Jolley, Urga, Wirth, Woodbury & Standish, 216 P.3d 779 at
24 782-83 (Nev. 2009). The Court has subject matter jurisdiction over adjudication of the Law Office's
25 charging lien. Argentina, 216 P.3d at 783. The Law Office filed a motion requesting adjudication
26 under NRS 18.015, thus the Court must adjudicate the lien.

1 *Fee Agreement*

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

9 Here, the testimony from the evidentiary hearing does not indicate, with any degree of
10 certainty, that there was an express oral fee agreement formed on or about June of 2016. Despite
11 Brian Edgeworth's affidavits and testimony; the emails between himself and Danny Simon,
12 regarding punitive damages and a possible contingency fee, indicate that no express oral fee
13 agreement was formed at the meeting on June 10, 2016. Specifically in Brian Edgeworth's August
14 22, 2017 email, titled "Contingency," he writes:

15
16 "We never really had a structured discussion about how this might be done. I
17 am more than happy to keep paying hourly but if we are going for punitive we
18 should probably explore a hybrid of hourly on the claim and then some other
19 structure that incents both of us to win an go after the appeal that these
20 scumbags will file etc. Obviously that could not have been done earlier since
21 who would have thought this case would meet the hurdle of punitive at the
22 start. I could also swing hourly for the whole case (unless I am off what this
23 is going to cost). I would likely borrow another \$450K from Margaret in 250
24 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?"

25 (Def. Exhibit 27).

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

1 The Court finds that an implied fee agreement was formed between the parties on December
2 2, 2016, when Simon sent the first invoice to the Edgeworths, billing his services at \$550 per hour,
3 and the Edgeworths paid the invoice. On July 28, 2017 an addition to the implied contract was
4 created with a fee of \$275 per hour for Simon's associates. Simon testified that he never told the
5 Edgeworths not to pay the bills, though he testified that from the outset he only wanted to "trigger
6 coverage". When Simon repeatedly billed the Edgeworths at \$550 per hour for his services, and
7 \$275 an hour for the services of his associates; and the Edgeworths paid those invoices, an implied
8 fee agreement was formed between the parties. The implied fee agreement was for \$550 per hour
9 for the services of Daniel Simon Esq. and \$275 per hour for the services of his associates.

10 11 *Constructive Discharge*

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

- 13 • Refusal to communicate with an attorney creates constructive discharge. Rosenberg v.
14 Calderon Automation, 1986 Ohio App. LEXIS 5460 (Jan. 31, 1986).
- 15 • Refusal to pay an attorney creates constructive discharge. *See e.g.,* Christian v. All Persons
16 Claiming Any Right, 962 F. Supp. 676 (U.S. Dist. V.I. 1997).
- 17 • Suing an attorney creates constructive discharge. *See* Tao v. Probate Court for the Northeast
18 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). *See also* Maples v.
19 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
20 2017 Nev. Unpubl. LEXIS 472.
- 21 • Taking actions that preventing effective representation creates constructive discharge.
22 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

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

27 On November 29, 2017, the Edgeworths met with the Law Firm of Vannah and Vannah and
28 signed a retainer agreement. The retainer agreement was for representation on the Viking settlement
agreement and the Lange claims. (Def. Exhibit 90). This is the exact litigation that Simon was

1 representing the Edgeworths on. This fee agreement also allowed Vannah and Vannah to do all
2 things without a compromise. Id. The retainer agreement specifically states:

3
4 Client retains Attorneys to represent him as his Attorneys regarding
5 Edgeworth Family Trust and AMERICAN GRATING V. ALL VIKING
6 ENTITIES and all damages including, but not limited to, all claims in this
7 matter and empowers them to do all things to effect a compromise in said
8 matter, or to institute such legal action as may be advisable in their judgment,
9 and agrees to pay them for their services, on the following conditions:

10 a) ...

11 b) ...

12 c) Client agrees that his attorneys will work to consummate a settlement of
13 \$6,000,000 from the Viking entities and any settlement amount agreed to be
14 paid by the Lange entity. Client also agrees that attorneys will work to reach
15 an agreement amongst the parties to resolve all claims in the Lange and
16 Viking litigation.

17 Id.

18 This agreement was in place at the time of the settlement of the Viking and Lange claims. Mr.
19 Simon had already begun negotiating the terms of the settlement agreement with Viking during the
20 week of November 27, 2017 prior to Mr. Vannah's involvement. These negotiated terms were put
21 into a final release signed by the Edgeworths and Mr. Vannah's office on December 1, 2017. (Def.
22 Exhibit 5). Mr. Simon's name is not contained in the release; Mr. Vannah's firm is expressly
23 identified as the firm that solely advised the clients about the settlement. The actual language in the
24 settlement agreement, for the Viking claims, states:

25 PLAINTIFFS represent that their independent counsel, Robert Vannah, Esq.
26 and John Greene, Esq., of the law firm Vannah & Vannah has explained the
27 effect of this AGREEMENT and their release of any and all claims, known or
28 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.

1 Id.

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

5 Further, the Edgeworths did not personally speak with Simon after November 25, 2017.
6 Though there were email communications between the Edgeworths and Simon, they did not verbally
7 speak to him and were not seeking legal advice from him. In an email dated December 5, 2017,
8 Simon is requesting Brian Edgeworth return a call to him about the case, and Brian Edgeworth
9 responds to the email saying, “please give John Greene at Vannah and Vannah a call if you need
10 anything done on the case. I am sure they can handle it.” (Def. Exhibit 80). At this time, the claim
11 against Lange Plumbing had not been settled. The evidence indicates that Simon was actively
12 working on this claim, but he had no communication with the Edgeworths and was not advising
13 them on the claim against Lange Plumbing. Specifically, Brian Edgeworth testified that Robert
14 Vannah Esq. told them what Simon said about the Lange claims and it was established that the Law
15 Firm of Vannah and Vannah provided advice to the Edgeworths regarding the Lange claim. Simon
16 and the Law Firm of Vannah and Vannah gave different advice on the Lange claim, and the
17 Edgeworths followed the advice of the Law Firm of Vannah and Vannah to settle the Lange claim.
18 The Law Firm of Vannah and Vannah drafted the consent to settle for the claims against Lange
19 Plumbing (Def. Exhibit 47). This consent to settle was inconsistent with the advice of Simon. Mr.
20 Simon never signed off on any of the releases for the Lange settlement.

21 Further demonstrating a constructive discharge of Simon is the email from Robert Vannah
22 Esq. to James Christensen Esq. dated December 26, 2017, which states: “They have lost all faith and
23 trust in Mr. Simon. Therefore, they will not sign the checks to be deposited into his trust account.
24 Quite frankly, they are fearful that he will steal the money.” (Def. Exhibit 48). Then on January 4,
25 2018, the Edgeworth’s filed a lawsuit against Simon in Edgeworth Family Trust; American Grating,
26 LLC vs. Daniel S. Simon; the Law Office of Daniel S. Simon, a Professional Corporation d/b/a
27 Simon Law, case number A-18-767242-C. Then, on January 9, 2018, Robert Vannah Esq. sent an
28

1 email to James Christensen Esq. stating, "I guess he could move to withdraw. However, that
2 doesn't seem in his best interests." (Def. Exhibit 53).

3 The Court recognizes that Simon still has not withdrawn as counsel of record on A-16-
4 738444-C, the Law Firm of Vannah and Vannah has never substituted in as counsel of record, the
5 Edgeworths have never explicitly told Simon that he was fired, Simon sent the November 27, 2018
6 letter indicating that the Edgeworth's could consult with other attorneys on the fee agreement (that
7 was attached to the letter), and that Simon continued to work on the case after the November 29,
8 2017 date. The court further recognizes that it is always a client's decision of whether or not to
9 accept a settlement offer. However the issue is constructive discharge and nothing about the fact
10 that Mr. Simon has never officially withdrawn from the case indicates that he was not constructively
11 discharged. His November 27, 2017 letter invited the Edgeworth's to consult with other attorneys
12 on the fee agreement, not the claims against Viking or Lange. His clients were not communicating
13 with him, making it impossible to advise them on pending legal issues, such as the settlements with
14 Lange and Viking. It is clear that there was a breakdown in attorney-client relationship preventing
15
16 Simon from effectively representing the clients. The Court finds that Danny Simon was
17 constructively discharged by the Edgeworths on November 29, 2017.

18
19 **Adjudication of the Lien and Determination of the Law Office Fee**

20 NRS 18.015 states:

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

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

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

28 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.

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

5 4. A lien pursuant to:

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

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

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

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

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

25 Nev. Rev. Stat. 18.015.

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

Implied Contract

On December 2, 2016, an implied contract for fees was created. The implied fee was \$550
an hour for the services of Mr. Simon. On July 28, 2017 an addition to the implied contract was

1 created with a fee of \$275 per hour for the services of Simon's associates. This implied contract was
2 created when invoices were sent to the Edgeworths, and they paid the invoices.

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

12 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRCP
13 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
14 paid in full and there was never any indication given that anything less than all the fees had been
15 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
16 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
17 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
18 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
19 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
20 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
21 Office retained the payments, indicating an implied contract was formed between the parties. The
22 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
23 date they were constructively discharged, November 29, 2017.

24
25 ***Amount of Fees Owed Under Implied Contract***

26 The Edgeworths were billed, and paid for services through September 19, 2017. There is
27 some testimony that an invoice was requested for services after that date, but there is no evidence
28

1 that any invoice was paid by the Edgeworths. Since the Court has found that an implied contract for
2 fees was formed, the Court must now determine what amount of fees and costs are owed from
3 September 19, 2017 to the constructive discharge date of November 29, 2017. In doing so, the
4 Court must consider the testimony from the witnesses at the evidentiary hearing, the submitted
5 billings, the attached lien, and all other evidence provided regarding the services provided during
6 this time.

7 At the evidentiary hearing, Ashley Ferrel Esq. testified that some of the items in the billing
8 that was prepared with the lien “super bill,” are not necessarily accurate as the Law Office went back
9 and attempted to create a bill for work that had been done over a year before. She testified that they
10 added in .3 hours for each Wiznet filing that was reviewed and emailed and .15 hours for every
11 email that was read and responded to. She testified that the dates were not exact, they just used the
12 dates for which the documents were filed, and not necessarily the dates in which the work was
13 performed. Further, there are billed items included in the “super bill” that was not previously billed
14 to the Edgeworths, though the items are alleged to have occurred prior to or during the invoice
15 billing period previously submitted to the Edgeworths. The testimony at the evidentiary hearing
16 indicated that there were no phone calls included in the billings that were submitted to the
17 Edgeworths.

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

25 Simon argues that he has no billing software in his office and that he has never billed a client
26 on an hourly basis, but his actions in this case are contrary. Also, Simon argues that the Edgeworths,
27 in this case, were billed hourly because the Lange contract had a provision for attorney’s fees;
28

1 however, as the Court previously found, when the Edgeworths paid the invoices it was not made
2 clear to them that the billings were only for the Lange contract and that they did not need to be paid.
3 Also, there was no indication on the invoices that the work was only for the Lange claims, and not
4 the Viking claims. Ms. Ferrel testified that the billings were only for substantial items, without
5 emails or calls, understanding that those items may be billed separately; but again the evidence does
6 not demonstrate that this information was relayed to the Edgeworths as the bills were being paid.
7 This argument does not persuade the court of the accuracy of the “super bill”.

8 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
9 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
10 which appears to indicate that it began with the initial meeting with the client, leading the court to
11 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
12 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
13 amount has already been paid by the Edgeworths on December 16, 2016.²

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

17 The amount of attorney’s fees for the period of April 5, 2017 to July 28, 2017, for the
18 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney’s fees for this period for
19 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
20 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
21 been paid by the Edgeworths on August 16, 2017.³

22 The amount of attorney’s fees for the period of July 31, 2017 to September 19, 2017, for the
23 services of Daniel Simon Esq. is \$119,762.50. The amount of attorney’s fees for this period for
24 Ashley Ferrel Esq. is \$60,981.25. The amount of attorney’s fees for this period for Benjamin Miller
25

26
27 ²There are no billing amounts from December 2 to December 4, 2016.

28 ³ There are no billings from July 28 to July 30, 2017.

1 Esq. is \$2,887.50. The amount of costs outstanding for this period is \$71,555.00. This amount
2 totals \$255,186.25 and is based upon the invoice from September 19, 2017. This amount has been
3 paid by the Edgeworths on September 25, 2017.

4 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
5 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
6 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
7 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
8 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
9 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
10 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
11 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
12 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

13 The Court notes that though there was never a fee agreement made with Ashley Ferrel Esq.
14 or Benjamin Miller Esq., however, their fees were included on the last two invoices that were paid
15 by the Edgeworths, so the implied fee agreement applies to their work as well.

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

18 *Costs Owed*

19
20 The Court finds that the Law Office of Daniel Simon is not owed any monies for outstanding
21 costs of the litigation in Edgeworth Family Trust; and American Grating, LLC vs. Lange Plumbing,
22 LLC; The Viking Corporation; Supply Network, Inc. dba Viking Supplynet in case number A-16-
23 738444-C. The attorney lien asserted by Simon, in January of 2018, originally sought
24 reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later
25

26 ⁴ There are no billings for October 8th, October 28-29, and November 5th.

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

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

1 changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so
2 the Court finds that there no outstanding costs remaining owed to the Law Office of Daniel Simon.

3 4 *Quantum Meruit*

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

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

27 The *Brunzell* factors are: (1) the qualities of the advocate; (2) the character of the work to be
28

1 done; (3) the work actually performed; and (4) the result obtained. Id. However, in this case the
2 Court notes that the majority of the work in this case was complete before the date of the
3 constructive discharge, and the Court is applying the Brunzell factors for the period commencing
4 after the constructive discharge.

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

7 1. Quality of the Advocate

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

15 2. The Character of the Work to be Done

16 The character of the work done in this case is complex. There were multiple parties,
17 multiple claims, and many interrelated issues. Affirmative claims by the Edgeworths covered the
18 gamut from product liability to negligence. The many issues involved manufacturing, engineering,
19 fraud, and a full understanding of how to work up and present the liability and damages. Mr. Kemp
20 testified that the quality and quantity of the work was exceptional for a products liability case against
21 a world-wide manufacturer that is experienced in litigating case. Mr. Kemp further testified that the
22 Law Office of Danny Simon retained multiple experts to secure the necessary opinions to prove the
23 case. The continued aggressive representation, of Mr. Simon, in prosecuting the case that was a
24 substantial factor in achieving the exceptional results.

25 3. The Work Actually Performed

26 Mr. Simon was aggressive in litigating this case. In addition to filing several motions,
27 numerous court appearances, and deposition; his office uncovered several other activations, that
28

1 caused possible other floods. While the Court finds that Mr. Edgeworth was extensively involved
2 and helpful in this aspect of the case, the Court disagrees that it was his work alone that led to the
3 other activations being uncovered and the result that was achieved in this case. Since Mr.
4 Edgeworth is not a lawyer, it is impossible that it was his work alone that led to the filing of motions
5 and the litigation that allowed this case to develop into a \$6 million settlement. All of the work by
6 the Law Office of Daniel Simon led to the ultimate result in this case.

7 4. The Result Obtained

8 The result was impressive. This began as a \$500,000 insurance claim and ended up settling
9 for over \$6,000,000. Mr. Simon was also able to recover an additional \$100,000 from Lange
10 Plumbing LLC. Mr. Vannah indicated to Simon that the Edgeworths were ready so sign and settle
11 the Lange Claim for \$25,000 but Simon kept working on the case and making changes to the
12 settlement agreement. This ultimately led to a larger settlement for the Edgeworths. Recognition is
13 due to Mr. Simon for placing the Edgeworths in a great position to recover a greater amount from
14 Lange. Mr. Kemp testified that this was the most important factor and that the result was incredible.
15 Mr. Kemp also testified that he has never heard of a \$6 million settlement with a \$500,000 damage
16 case. Further, in the Consent to Settle, on the Lange claims, the Edgeworth's acknowledge that they
17 were made more than whole with the settlement with the Viking entities.

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

21
22 (a) A lawyer shall not make an agreement for, charge, or collect an
23 unreasonable fee or an unreasonable amount for expenses. The factors to be
24 considered in determining the reasonableness of a fee include the following:

25 (1) The time and labor required, the novelty and difficulty of the
26 questions involved, and the skill requisite to perform the legal service
27 properly;

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

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

(4) The amount involved and the results obtained;

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

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

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

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

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

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

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

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

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

17 (3) Whether the client is liable for expenses regardless of outcome;

18 (4) That, in the event of a loss, the client may be liable for the
opposing party's attorney fees, and will be liable for the opposing party's
costs as required by law; and

19 (5) That a suit brought solely to harass or to coerce a settlement may
result in liability for malicious prosecution or abuse of process.

20 Upon conclusion of a contingent fee matter, the lawyer shall provide the client
21 with a written statement stating the outcome of the matter and, if there is a
recovery, showing the remittance to the client and the method of its
22 determination.

23
24 NRCP 1.5.

25 The Court finds that under the Brunzell factors, Mr. Simon was an exceptional advocate for
26 the Edgeworths, the character of the work was complex, the work actually performed was extremely
27
28

1 significant, and the work yielded a phenomenal result for the Edgeworths. All of the Brunzell
2 factors justify a reasonable fee under NRPC 1.5.

3 However, the Court must also consider the fact that the evidence suggests that the basis or
4 rate of the fee and expenses for which the client will be responsible were never communicated to the
5 client, within a reasonable time after commencing the representation. Further, this is not a
6 contingent fee case, and the Court is not awarding a contingency fee.

7 Instead, the Court must determine the amount of a reasonable fee. In determining this
8 amount of a reasonable fee, the Court must consider the work that the Law Office continued to
9 provide on the Edgeworth's case, even after the constructive discharge. The record is clear that the
10 Edgeworths were ready to sign and settle the Lange claim for \$25,000 but Simon kept working on
11 the case and making changes to the settlement agreement. This resulted in the Edgeworth's
12 recovering an additional \$75,000 from Lange plumbing. Further, the Law Office of Daniel Simon
13 continued to work on the Viking settlement until it was finalized in December of 2017, and the
14 checks were issued on December 18, 2017. Mr. Simon continued to personally work with Mr.
15 Vannah to attempt to get the checks endorsed by the Edgeworths, and this lasted into the 2018 year.
16 The record is clear that the efforts exerted by the Law Office of Daniel Simon and Mr. Simon
17 himself were continuing, even after the constructive discharge. In considering the reasonable value
18 of these services, under quantum meruit, the Court is considering the previous \$550 per hour fee
19 from the implied fee agreement, the Brunzell factors, and additional work performed after the
20 constructive discharge. As such, the COURT FINDS that the Law Office of Daniel Simon is
21 entitled to a reasonable fee in the amount of \$200,000, from November 30, 2017 to the conclusion of
22 this case.

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-18-767242-C

8 vs.

DEPT. NO. Department 10

9 Daniel Simon, Defendant(s)

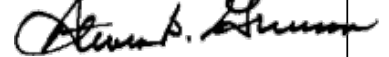
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11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 4/19/2021

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12 Edgeworth Family Trust and
13 American Grating, LLC

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 EDGEWORTH FAMILY TRUST;) Case No: A-16-738444-C
17 AMERICAN GRATING, LLC,) Dept. No: X

18 Plaintiffs,

19 v.

20 LANGE PLUMBING, LLC
21 ET AL.,

22 Defendants.

23 EDGEWORTH FAMILY TRUST;) Case No: A-18-767242-C
24 AMERICAN GRATING, LLC,) Dept. No. X

25 Plaintiffs,

26 v.

27 DANIEL S. SIMON, AT AL.,

28 Defendants.

) COSTS, and MOTION FOR
) RECONSIDERATION OF
) THIRD AMENDED DECISION
) AND ORDER ON MOTION TO
) ADJUDICATE LIEN
)
) HEARING REQUESTED
)

Plaintiffs Edgeworth Family Trust and American Grating, LLC (hereafter collectively referred to as "Edgeworths") respectfully move for reconsideration of this Court's Third Amended Decision and Order on Motion to Adjudicate Lien (hereafter "Third Lien Order"), which does not adhere to the instructions on remand, as more fully described below. The Edgeworths also renew their motion to reconsider the Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs (the "Fees Order") to conform to the actual cost amount.

This matter returns to the Court on remand for a limited purpose. The Supreme Court vacated this Court's prior order "awarding [Simon] \$50,000 in attorney's fees and \$200,000 in *quantum meruit* and remand[ed] for further findings regarding the basis for the awards." The Supreme Court's remittitur that returned this matter to the Court for further proceedings issued on April 13, 2021. However, the Court *sua sponte*, and without explanation (or jurisdiction), entered a Second Amended Decision and Order on Motion to Adjudicate Lien (hereafter "Second Lien Order") on March 16, 2021. At the same time, the Court also entered an Amended Order on Simon's motion for attorney's fees and costs. These Orders prompted the Edgeworths to file a Motion for Reconsideration on March 30, 2021.

The following day, the clerk of the Court issued a notice of hearing, for April 15, 2021, which deprived the Edgeworths of the right to reply to

1 Simon's opposition to reconsideration filed on April 13. Scheduling the
2 hearing was altogether unnecessary and inappropriate because jurisdiction
3 had not been returned to the Court when the incomplete briefing on
4 reconsideration was in progress and the minute order issued from the
5 Court's chambers. Nonetheless, on April 19, 2021, the Court issued a Third
6 Lien Order; the Court has not issued an updated Order on the attorney fee
7 issue since regaining jurisdiction.

8 For the reasons set out in detail below, reconsideration of both of April
9 19, 2021 Third Lien Order and the March 16, 2021 Amended Decision and
10 Order Granting in Part and Denying in Part Simon's Motion for Attorney's
11 Fees and Costs (hereafter the "Attorney Fee Order") is appropriate.

12 This Motion is based on the papers and pleadings on file, the
13 declaration of Rosa Solis-Rainey and exhibits submitted therewith, and any
14 argument the Court may consider, which the Edgeworths respectfully
15 request.

16 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
17 **RENEWED MOTION FOR RECONSIDERATION**

18 This case has a long and tortured history that will not be reiterated
19 except as necessary to address the narrow issues presented in this motion.
20 The time and effort expended to obtain a full and fair accounting of the fees
21 and costs claimed by Simon, in whom the Edgeworths misplaced their trust,
22 has been unnecessarily increased due to his failure to keep adequate
23 accurate billing records, and promptly bill the Edgeworths. His omission to
24 keep and produce proper billing records has allowed him to overreach for
25 much more in fees than were agreed to by the Edgeworths.

26 ***A. RELEVANT FACTS***

27 The underlying litigation brought by the Edgeworths against Lange
28 Plumbing, LLC, the Viking Corporation, Supply Network Inc., dba Viking

1 Supplynet. Daniel Simon represented the Edgeworths. From April 10, 2016
2 to September 18, 2017, his firm billed the Edgeworths \$368,588.70 in
3 attorney's fees, and \$114,864.39 in costs. The bills were based on *Simon's*
4 requested hourly rate of \$550 and \$275 for his associates.

5 Through mediation, the Edgeworths on November 15, 2017 agreed to
6 settle their claims against the Viking parties for \$6 million in exchange for
7 full dismissals. With these principal terms agreed-upon, all that remained
8 as to this portion of the case was to memorialize the settlement. Two days
9 later, however, Simon pressed the Edgeworths to renegotiate the basis of his
10 compensation structure from the hourly rates that had been confirmed and
11 paid under the parties' course of conduct, to one with contingent fee features
12 that would yield him more than a \$1M bonus. To coerce them into
13 acquiescing to his demands for more money, Simon threatened that the
14 settlement with Viking would fall apart because he claimed there remained
15 *many terms to still be negotiated*. Simon left for vacation in Peru shortly
16 thereafter, but made numerous calls to the Edgeworths from Peru to
17 pressure them into paying his desired but unagreed fees.

18 On November 27, 2017, Simon sent the Edgeworths a letter proposing
19 an agreement that would essentially provide him a bonus of over \$1M. Ex.
20 HH. Angela Edgeworth responded and asked Simon to provide her a copy
21 of the draft settlement document so that she could have her long-time
22 business lawyer review it. Ex. AA. Simon responded that he had not
23 received it, which was not true. *Id.* at 3:50 p.m. Since the principal terms for
24 settlement had been agreed to at the November 15 mediation and there
25 appeared to be urgency on all sides in finalizing the agreement, Mrs.
26 Edgeworth pressed Simon for the draft agreement. He responded that "Due
27 to the holiday they were probably not able to start on it. I will reach out to
28 lawyers tomorrow and get a status." *Id.* at 4:58 p.m. In his earlier letter, he

1 claimed that "*there [wa]s a lot of work left to be done* [to finalize the
2 settlement] and even hinted he might derail the agreement by not signing
3 off on "confidentiality provisions," likely required by Viking, which he
4 suggested "could expose [Simon] to future litigation." Ex HH at 0049. Mrs.
5 Edgeworth *again* pressed for settlement details, but Simon did not respond.
6 Ex. AA at 5:32 p.m.

7 Notwithstanding his denials to the contrary, the record suggests that
8 Simon had a draft of the settlement agreement by November 21, 2017. Ex.
9 BB (email exchange between counsel for Viking suggesting issues had arisen
10 regarding confidentiality and disparagement provisions; because these are
11 provisions Simon said Viking wanted, such issues could have been raised
12 only by Simon). Because of Simon's coercive tactics with respect to revising
13 his compensation structure and his refusal to provide the draft agreement to
14 Mrs. Edgeworth and his hourly bill, the Edgeworths retained other counsel
15 on November 29, Robert Vannah, to work with Simon to finalize the
16 agreements.¹ Ex. CC.

17 Simon provided the Edgeworth's with a draft of the settlement
18 agreement, *for the first time*, at 8:39 a.m. on November 30. Ex. DD.
19 Approximately an hour later, Vannah sent Simon a fax notifying him that
20 the Edgeworths had retained him to assist in finalizing the settlement. Ex.
21 CC. About eight hours later (at 5:31 pm) Simon sent a "final" version of the
22 settlement agreement with terms he claimed to have negotiated that day. Ex.
23 EE. In that same email, he also reported that he had re-negotiated the Lange
24
25

26 ¹ Without waiver of any rights, the Edgeworths accept that the Court
27 has found that the circumstances leading up to and retaining other counsel
28 were a constructive discharge of Simon, notwithstanding that he remained
counsel of record.

1 Plumbing settlement amount, and acknowledged receipt of instructions to
2 settle the Lange claim. *Id.*

3 On November 30, 2017, Simon also filed a Notice of Attorney Lien
4 against the Viking settlement claiming \$80,326.86 in outstanding costs. *See*
5 Ex. L to 3/30/21 Mot. for Recon. He filed an Amended Lien on January 2,
6 claiming costs of \$76,535.93² and attorney fees totaling \$2,345,450 less
7 payments received, for a net of \$1,977,843.80 due in fees, presumably based
8 on a contingent fee agreement that the Edgeworths had rejected. *See* Ex. M
9 to 3/30/21 Mot. for Recon. The Viking settlement was signed the next day,
10 December 1. Ex. N to 3/30/21 Mot. for Recon. The Edgeworths asked
11 Simon to agree to the Lange terms at the same time. Ex. EE.

12 On December 12, 2017, Viking notified Simon that it had inadvertently
13 overlooked the *certified check* provision in the settlement agreement, but
14 provided they could obtain the stipulation to dismiss, they had *regular*
15 *checks* cut and available for exchange that day in order to allow time for the
16 payment to clear by the agreed-upon date. Ex. FF. Simon *did not* notify the
17 Edgeworths of this option. On December 18, 2017, Simon notified Vannah,
18 the Edgeworths other counsel, that he had received the checks, but did not
19 disclose the checks were not certified, as required by the settlement
20 agreement. The parties disagreed on how the checks should be handled and
21 ultimately deposited them in an account that required the signatures of both
22 Vannah and Simon. The portion of the Viking money in excess of Simon's
23 claimed lien was paid to the Edgeworths. The settlement agreement with
24

25
26 _____
27 ² The Court acknowledged that the Edgeworths promptly paid the
28 outstanding costs claimed by Simon as soon as he provided invoices
substantiating costs. *See* Nov. 19, 2018 Decision and Order on Motion to
Adjudicate Lien at 17:12-13 ("there are no outstanding costs remaining
owed").

1 Lange Plumbing was slow-played until February 5, 2018, when it was
2 signed. *See* Ex. O to 3/30/21 Mot. for Recon.

3 Due to the manner in which the settlement was handled, and the
4 attempted extortion of additional fees from them, the Edgeworths initiated
5 litigation against Simon on January 4, 2018. The Court ultimately dismissed
6 their claim for conversion and awarded fees and costs under NRS
7 18.010(2)(b) to Simon in the amount of \$5,000 for the claimed expert fee to
8 David Clark; and \$50,000 in fees for Simon's lawyer for defending the
9 conversion action. In his opposition to the Motion for Reconsideration,
10 Simon acknowledges that David Clark's expert fee was only \$2,520. *See*
11 April 13, 2021 Opp'n to Mot to Reconsider at 19:24.

12 Despite repeatedly claiming to the Edgeworths that a bill for actual
13 time spent would exceed the amount fees claimed in his lien, Simon refused
14 to provide billing records for fees he claimed were outstanding. Instead, he
15 moved to adjudicate the lien, and in support offered a "super bill" alleging
16 that between May 27, 2016 and January 8, 2018, his firm provided a total of
17 1,650.60 hours in legal services (866.20 hours Simon; 762.60 for Farrell; and
18 21.80 for Miller) for a grand total of \$692,120 in fees. Ex. II Excerpts of
19 "super bill." Included among Simon's hours is a single undated entry for
20 137.80 hours (or \$75,790 in fees) with the line entry explanation of "Review
21 all Emails concerning service of all pleadings (679 emails)." *See* Ex. II at
22 SIMONEH0000240 (last entry before totals).

23 The Court held an evidentiary hearing with respect to the lien and
24 concluded that the accuracy of the "super bill" provided by Simon could *not*
25 be established. *See* Nov. 19, 2018 Decision and Order on Motion to
26 Adjudicate Lien at 14:19-27 (pointing to testimony that the "'super bill' was
27 not necessarily accurate" because it was created after the fact); at 15:5 – 9
28 ("The court reviewed the billings of the 'super bill' in comparison to the

1 previous bills and determined that it was necessary to discount the items
2 that has not been previously billed for; such as text messages, reviews with
3 the court reporter, and reviewing, downloading, and saving documents
4 because the Court is uncertain of the accuracy of the 'super bill'); at 15:19
5 ("This argument does not persuade the court of the accuracy of the 'super
6 bill.")). The Court determined that for the period from September 19 to
7 November 29, 2017 (which Simon had not billed despite requests from the
8 Edgeworths to do so), Simon was owed \$284,982.50. *Id.* at 17:3-4.
9 Notwithstanding that this amount did **not** reflect the "discounting" that the
10 Court said was required, or the fact the work was not well substantiated in
11 the invoices, the Edgeworths accepted this finding.

12 With respect to services performed from after the date the Court
13 determined Simon was constructively discharged, the Court awarded Simon
14 \$200,000, without providing any detail to show how that amount was
15 determined. Nov. 19, 2018 Decision and Order on Motion to Adjudicate
16 Lien at 21:18. The Court confirmed that the case was "not a contingent fee
17 case, and the Court is not awarding a contingency fee." *Id.* at 21. In
18 justifying the amount, the basis of which is never explained, the Court
19 discusses the *Brunzell* factors, but does so only in the context of *pre-*
20 *constructive discharge work*.

21 The Edgeworths appealed the amount awarded Simon in *quantum*
22 *meruit*, as well as the fees and costs awarded under NRS 18.010. Although
23 the Supreme Court affirmed the \$5,000 cost award, it did so because it
24 believed that 'the cost award [was] supported by an invoice and
25 memorandum of costs,' (Dec. 30, 2020 Nev. Sup. Ct. Order at 9, last
26 sentence) which Simon's recent briefing confirms was inaccurate. David
27 Clark's charged only \$2,520 for his work as an expert.
28

1 With respect to the fees awarded, both under NRS and under
2 *quantum meruit*, the Nevada Supreme Court held that the \$50,000 attorney
3 fee award "lacks support" because the Order awarding the fees did not
4 demonstrate that the *Brunzell* factors were even considered. *Id.* at 8-9. With
5 respect to the \$200,000 award, the Supreme Court held that the Court erred
6 in making the award "without making findings regarding the work Simon
7 performed after the constructive discharge." *Id.* at 4. The Supreme Court
8 emphasized that the proper measure of recovery is the "reasonable value of
9 [the] services." *Id.* at 5 (citations omitted). And the Court went on to say
10 that in determining the reasonable value, the Court must consider the
11 *Brunzell* factors. *Id.* The Supreme Court said:

12 While the district court stated that it was applying the *Brunzell*
13 factors for work performed only after the constructive discharge, much of
14 its analysis focused on Simon's work throughout the litigation. Those
15 findings, referencing *work performed before the constructive discharge*,
16 for which Simon had already been compensated under the terms of the
17 implied contract, *cannot form the basis of a quantum meruit award*. . . .
Accordingly, we vacate the district court's grant of \$200,000 in *quantum*
meruit and remand for the district court to make findings regarding the
basis of its award.

18 *Id.* at 5 (emphasis added). The Court's latest Order does not satisfy the
19 Supreme Court mandate. It merely repeats the same inadequate *Brunzell*
20 analysis. *See* Third Lien Order at 19-20; and compare it with the identical
21 analysis on pages 18-19 of the November 19, 2018 Order that was the subject
22 of the appeal.

23 The only evidence in the record of work Simon claims to have
24 performed post-discharge is set forth in the "super bill"; the accuracy of
25 which the Court has acknowledged is questionable, at best. *See* Excerpts
26 Showing Post-Discharge Portions of "super bill" Ex. JJ and KK. The work
27
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described in these billings includes one hearing³ and several administrative tasks, including over seven hours of Mr. Simon's time post discharge to open the bank account for deposit of the Viking settlement checks. Ex. LL at 3 (entries in green on Jan 2, 3 4, 5 and 8, 2018). Even crediting the time outlined in his "super bill," applying the *Brunzell* factors to that work does not justify the bonus payment the Court awarded him.

B. STANDARD FOR RECONSIDERATION

A party may seek reconsideration within 14 days after service of written notice of the order. E.D.C.R. 2.24. Reconsideration is appropriate when the Court has misapprehended or overlooked important facts when making its decision, *Matter of Ross*, 99 Nev. 657, 659, 668 P.2d 1089, 1091 (1983), when new evidence is presented, or when the decision is "clearly erroneous." *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Here, this motion for reconsideration of the Court's Third Lien Order, entered on April 19, 2021, is timely brought. The Order is clearly erroneous because it does not comply with the mandate returned from the Nevada Supreme Court. The Order also followed briefing that was cut short due to the early hearing setting when the Court lacked jurisdiction.

The Amended Order on the attorney fee issue, was entered on March 16, 2021, nearly one month before the Nevada Supreme Court returned jurisdiction of this case to the district court. It is thus *void ab initio* because it was entered without jurisdiction, but it also warrants reconsideration because the cost award was entered based on an incorrect amount

³ A hearing on Viking's Motion for Good Faith Settlement is listed on the "super bill" for December 12, 2017. See Ex. JJ at 77. The hearing was necessary only because the Lange settlement was not promptly finalized. See Ex. N to 3/30/21 Mot. for Recon. at 2, Section III.D.

1 presented, which Defendants now acknowledge in their April 13 opposition
2 to the earlier motion for reconsideration.

3
4 ***C. RECONSIDERATION OF THE COSTS AWARDED IN THE***
5 ***AMENDED ATTORNEY FEES AND COSTS MOTION IS***
6 ***WARRANTED.***

7 This Court entered its Amended Order attorney's fees and costs on
8 March 16, 2021. Jurisdiction was not returned to the district court until April
9 13, 2021. The Amended Order awarded Simon's counsel some of the
10 attorney fees and costs in claimed to have been incurred in defense of the
11 conversion cause of action. The claimed costs of \$5,000 were for expert fees
12 paid to David Clark. The Edgeworths appealed this award on the basis that
13 the costs were not necessarily incurred. Although the Nevada Supreme
14 affirmed the \$5,000 cost award, it did so because it believed that "the cost
15 award [was] supported by an invoice and memorandum of costs." Dec. 30,
16 2020 Nev. Sup. Ct. Order at 9, last sentence. Given the confirmation by
17 Simon that the \$5,000 was actually the retainer amount, which was not
18 exhausted, it is appropriate to remit the amount of the cost award to the
19 actual cost (\$2,520) incurred.

20 ***D. THE BASIS FOR THE QUANTUM MERUIT ALLOWED BY THE***
21 ***COURT REMAINS UNSUPPORTED, AND, IN FACT, CANNOT BE***
22 ***SUPPORTED.***

23 The Third Amended Decision on the lien matter suffers from the same
24 defects as those in the prior amended order considered by the Nevada
25 Supreme Court. The Supreme Court found that the district court had not
26 provided an adequate basis to support how it came up with a \$200,000
27 award for Simon's post-constructive termination services, and pointed out
28 that to the extent the *Brunzell* analysis was done, it relied on pre-termination
work, *which has been compensated* under the contract.

1 According to the record and Simon's own testimony, the settlement
2 terms in the underlying dispute with Viking were agreed on by November
3 15, 2017. By Simon's unequivocal testimony in response to questions from
4 the Court, the Viking Settlement Agreement was finished *before* November
5 30. Ex. GG at 15-17.

6 Notwithstanding that he finished the settlement agreement
7 negotiations on November, 27, 2017, when Mrs. Edgeworth requested drafts
8 of the agreement that same day, Simon claimed he had not yet seen any
9 drafts of the settlement agreement. And despite his later testimony that he
10 was completely done hammering out the agreement on November 27, 2017,
11 he did not share any versions of the settlement agreement with the
12 Edgeworths until November 30th, ignoring their request for all drafts. The
13 draft he initially presented them (with terms he unequivocally testified he
14 had negotiated out) was sent shortly before he was notified the Edgeworths
15 had hired Vannah to help finalize the agreement. At the close of day on
16 November 30, he sent Vannah the final draft, which he acknowledged to the
17 Court he finished negotiating three days prior yet misrepresented to Vannah
18 and the Edgeworths that he had negotiated it that day. Ex. EE.

19 Notwithstanding the gamesmanship in sharing the settlement
20 agreement while seeking a new fee arrangement, it is reasonable to conclude
21 that Simon's testimony to the Court is accurate: *all negotiations were*
22 *complete by November 27*, and little, if anything, of substance remained to
23 be done *after* the claimed notice of termination to obtain the payment and
24 dismiss the Viking claims. This conclusion is supported by the fact the
25 Viking Settlement Agreement was in fact executed the next day, December
26 1. A review of the billing entries offered by Simon for the post-discharge
27 period confirm that negligible substantive work was performed by him with
28 regard to the Viking claims.

1 Likewise, according to Simon's own evidence, the negotiation of the
2 Lange Plumbing settlement terms were done by November 30, 2017,
3 although the agreement memorializing these terms was inexplicably not
4 presented to the Edgeworths for signature until February 5, 2018. The actual
5 agreement eventually signed demonstrates that it was final by early
6 December 2017. *See* Ex O at 1 (on line 2 of page 1, Mr. Edgeworth had to
7 interlineate the earlier date contemplated when he signed the agreement; it
8 said ". . . Agreement . . . is entered on December __, 2017"); (on page 2, at
9 subsections "a." to "c." agreement called for document exchanges by end of
10 December, payment by end of January, and dismissal within 10 days of
11 payment, demonstrating the agreement it was prepared in December). To
12 the extent this agreement was slow-played by Simon to support his
13 contention that much work remained, the fact is that the basic terms were
14 agreed on or before November 30 and *no substantive work remained* to
15 finalize it.

16 Little else of substance remained. And although Simon claims *never*
17 to work on an hourly basis, he billed the Edgeworths on an hourly basis,
18 and they paid him as they had agreed. The Court found that they had no
19 reason to believe that was not the fee agreement since Simon had not
20 memorialized the terms of the engagement, as he should have if it were
21 otherwise. He also billed them for the substantial costs, which the Court
22 found they promptly paid. Having so determined the basis for payment to
23 Simon, the best evidence before the Court of the "reasonable value" of the
24 *quantum meruit* services is Simon's own billings, which outline the work
25 performed, albeit inadequately. This would be consistent with the
26 compensation structure confirmed by the parties' course of conduct.
27 Although the Court has consistently called into question the accuracy of the
28 "super bill" Simon created to justify his exorbitant lien, the Court

1 nonetheless accepted the "super bill" for purpose of establishing the hours
2 Simon claimed for work between September 19, 2017 through November 29,
3 2017, and for which she awarded Simon over \$284K, without the
4 discounting the Court itself recognized was required. The Edgeworths
5 accepted this determination, and intend to pay that amount from the
6 moneys being held.

7 There is no reason for the Court to now reject the "super bill" for
8 evaluating the work performed post-discharge. For the period starting
9 November 30 to the end of his lien, Simon's "super bill" lists a total of 71.10
10 hours (51.85 hours for Simon; and 19.25 for his associate). Using the hourly
11 rates established Simon himself and confirmed by the parties' course of
12 conduct, that number of hours translates to \$33,811.25 in fees at his agreed
13 rates. If the work on that listing were justifiable, it would be reasonable
14 under a *Brunzell* analysis, but the Court's award of \$200,000 is *more than six*
15 *times* that amount. No reason is given in the Third Lien Order as to how
16 that amount was computed or supported under a *Brunzell* analysis. The
17 Court's decision, in fact, does not specifically discuss the nature of the post-
18 termination work. The Court's *entire discussion* of the *Brunzell* factors is
19 based on pre-termination work covered by the prior invoices and the Court's
20 pre-termination computation. This is the same deficiency the Nevada
21 Supreme Court found with the appealed order.

22 Furthermore, much of the claimed work was not justified as having
23 been done for the benefit of the Edgeworths. It is also not work requiring
24 ...
25 ...
26 ...
27 ...
28

special skill. A rough summary of the post-discharge work "billed" is depicted in the table below:

SUMMARY OF POST-DISCHARGE WORK BILLED BY SIMON LAW	
Admin tasks re Lange Settlement	21.55
Admin tasks re Viking Settlement, including one hearing	26.65
Preparation of Attorney Lien	4.85
Opening Bank Account & Depositing Settlement Checks	7.25
Undetermined - not sufficient description	10.80

None of this work justifies the bonus awarded. A consolidated listing of the hours Simon's firm billed post-termination is attached hereto as Exhibit LL. The descriptions and information in Exhibit LL were taken directly from the "super bill" produced by Simon, the relevant excerpts of which are attached hereto as Exhibits JJ and KK. A substantial portion of Simon's bill for post-termination work does not provide adequate descriptions to enable informed evaluations of work performed. Furthermore, the Edgeworths' ability to challenge the validity of the work Simon claims to have performed is also limited because Simon has refused repeated demands to turn over their entire file to them.⁴ While the Court is free to determine the reasonable value of the services provided, it needs to identify the bases on which it is valuing it to show that the amount is reasonable under *Brunzell*. Billing over seven hours to set up a simple local

⁴ Simon claims to have turned over the file to the Edgeworths. However, the file he produced does not include drafts of the settlement agreements; is stripped of all email attachments, all emails discussing the Edgeworths settlements with third-parties, expert reports, and email and other communications with experts, opposing counsel. In view of this Court's finding that Simon was discharged, and the affirmance of that determination, it cannot be reasonably disputed that the Edgeworths are fully entitled to their full client file, as set forth in NRS 7.055, and demand is hereby made again for the Edgeworths' *complete* file.

1 bank account with two signers and deposit two checks, for example, is not
2 facially reasonable under *Brunzell*. See Ex. LL, entries coded in green.
3 Likewise, billing the Edgeworths 4.60 hours for the preparation of Simon's
4 own attorney lien was of no benefit to the Edgeworths and therefore not
5 facially reasonable. *Id.*, entries coded in pink. And even if the Court
6 determined the hours were justified, a reasonable rate for that work must be
7 explained.

8 The Court's basis for the *quantum meruit* award remains deficient, for
9 the same reasons the Supreme Court found it lacking in the first instance. It
10 should be corrected consistent with the mandate. On the basis of the record
11 before the Court, the Court's \$200,000 *quantum meruit* award would not be
12 correct.

13 ***E. THE COURT INADVERTENTLY INCLUDED PAID COSTS IN THE***
14 ***OUTSTANDING AMOUNT DUE.***

15 The Court's Third Lien Order also contains a scrivener's error to the
16 tune of \$71,594.93. Consistent with its prior Orders recognizing that the
17 Edgeworths had paid all outstanding costs, the Court on page 18 of the
18 Third Lien Order acknowledged all costs have been paid. However, on
19 page 23 of the Third Lien Order, the Court inadvertently added the
20 \$71,594.93 to the amount due. That error should be corrected, and any
21 judgment entered on the lien claim should exclude any amount for costs
22 because the costs have been paid.

23 ***F. CONCLUSION***

24 Because the Court's latest order does not comply with the mandate
25 returned by the Nevada Supreme Court, it should be reconsidered. The
26 basis for the *quantum meruit* award should be fully disclosed, and its
27 reasonableness under the *Brunzell* analysis should be examined in light only
28 of the post-termination work. Taking Simon's own "super bill" for guidance,
that would come out to \$33,811.25.

1 The \$71,594.93 scrivener error resulting from the inadvertent inclusion
2 of costs already paid should be corrected, and the prior \$5,000 awarded on
3 the attorney's fees and costs motion, which was upheld only because it was
4 believed to be the amount incurred, should be remitted to the amount of
5 actual costs incurred, \$2,520.

6
7 MORRIS LAW GROUP

8 By: /s/ STEVE MORRIS

9 Steve Morris, Bar No. 1543
10 Rosa Solis-Rainey, Bar No. 7921
11 801 S. Rancho Dr., Ste. B4
12 Las Vegas, Nevada 89106

13 Attorneys for Plaintiffs
14 Edgeworth Family Trust and
15 American Grating, LLC
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD-AMENDED DECISION AND ORDER GRANTING IN PART AND DENYING IN PART SIMON'S MOTION FOR ATTORNEYS FEES AND COSTS, and MOTION FOR RECONSIDERATION OF THIRD AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN

DATED this 3rd day of May, 2021.

By: /s/ TRACI K. BAEZ

An employee of Morris Law Group

**DECLARATION OF ROSA SOLIS-RAINEY IN SUPPORT OF PLAINTIFFS'
RENEWED MOTION FOR RECONSIDERATION OF THIRD-AMENDED
DECISION AND ORDER GRANTING IN PART AND DENYING IN PART
SIMON'S MOTION FOR ATTORNEYS FEES AND COSTS, and MOTION FOR
RECONSIDERATION OF THIRD AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN**

I, Rosa Solis-Rainey, declare as follows:

1. I am an attorney and counsel of record in this matter in this matter and competent to testify as to the following matters.
2. I have reviewed documents on file with the Court and state the following based on this review.
3. Attached as Exhibit AA is a November 27, 2017 email thread between Angela Edgeworth and Daniel Simon. I was informed and believe the email thread begun at 2:26 p.m. when Simon sent an email with a letter and proposed retainer agreement setting forth his desired compensation.
4. Attached as Exhibit BB is a November 21, 2017 email exchange between counsel for Viking, suggesting there are issues with some of the proposed terms.
5. Attached as Exhibit CC is a November 30, 2017 facsimile from Vannah to Simon transmitting a November 29, 2017 Letter of Direction from the Edgeworths.
6. Attached as Exhibit DD is a November 30, 2017 8:39 a.m. email from Simon to the Edgeworths with the Viking Settlement Agreement.
7. Attached as Exhibit EE is a November 30, 2017 5:31 p.m. email from Simon to the Edgeworths and counsel with the final Viking Settlement Agreement.
8. Attached as Exhibit FF is a December 12, 2017 a.m. email from Viking's counsel to Simon offering to exchange the checks for the stipulation to dismiss.

9. Attached as Exhibit GG are excerpts from Day 4 of the Evidentiary Hearing conducted in this matter on 8/30/18.
10. Attached as Exhibit HH is a November 27, 2017 letter sent by Simon to the Edgeworths outlining his desired compensation, and including a proposed retainer agreement.
11. Attached as Exhibit II are excerpts of Simon's "super bill" – it was broken into parts based on the billing attorney, thus the totals were added to determine the total attorneys fees billed, which came to \$692,120.00.
12. Attached as Exhibit JJ are the portions of the "super bill" showing "post-discharge" entries for Daniel Simon, who billed a total of 51.85 hours at \$550 per hour, or \$28,517.50 in attorney fees.
13. Attached as Exhibit KK are the portions of the "super bill" showing "post-discharge" entries for Ashley Ferrel, who billed a total of 19.25 hours at \$275 per hour, or \$5,293.75 in attorney fees. The third biller on the file, Mr. Miller, had no "post-discharge" entries. Mr. Simon and Ms. Ferrell collectively billed 71.10 hours for \$33,811.25 in fees.
14. Attached as Exhibit LL is a demonstrative I compiled taking the entries from Exhibits JJ and KK into one spreadsheet so that I could add them, and compile a breakdown by the estimated purpose, as set forth in the document.

I declare the foregoing under penalty of perjury under the laws of the State of Nevada.

Dated his 3th day of May, 2021.

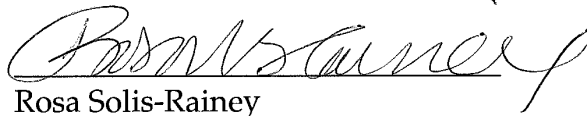

Rosa Solis-Rainey

EXHIBIT AA

11/27/17 EMAIL THREAD BETWEEN
ANGELA EDGEWORTH & DANIEL
SIMON

From: Angela Edgeworth <angela.edgeworth@pediped.com>
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon
Cc: Brian Edgeworth (brian@pediped.com)
Subject: Re: Edgeworth v. Viking, et al

Danny,

As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.

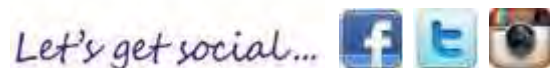
We would need to have our attorney look at this agreement before we sign.

In the meantime, please send us the Viking Agreement immediately, so we review it.

Angela Edgeworth



Angela Edgeworth
D 702.352.2585 | T 702.567.0311 | F 702.567.0319
1191 Center Point Drive | Henderson, NV 89074
angela.edgeworth@pediped.com | www.pediped.com



On Mon, Nov 27, 2017 at 2:26 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Please review and advise me of your position at your earliest possible convenience. If you would like to discuss, please call me anytime. Thanks

From: Daniel Simon <dan@simonlawlv.com>
Sent: Monday, November 27, 2017 3:50 PM
To: Angela Edgeworth
Cc: Brian Edgeworth (brian@pediped.com)
Subject: RE: Edgeworth v. Viking, et al

I have not received the Viking agreement. When I receive I will forward. Let me know as soon as you can. Thanks

From: Angela Edgeworth [mailto:angela.edgeworth@pediped.com]
Sent: Monday, November 27, 2017 3:20 PM
To: Daniel Simon <dan@simonlawlv.com>
Cc: Brian Edgeworth (brian@pediped.com) <brian@pediped.com>
Subject: Re: Edgeworth v. Viking, et al

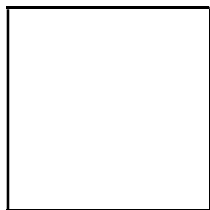
Danny,

As you know, Brian is out of town and in China at the moment. I will need a couple of days to discuss this with him. We will be glad to meet once he is back.

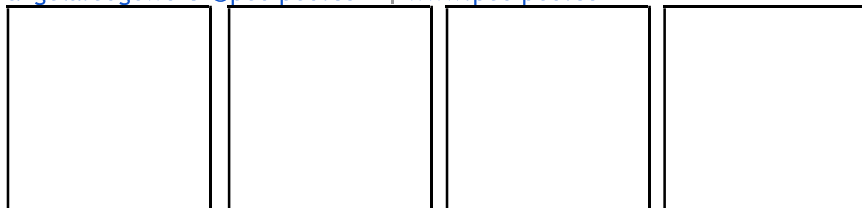
We would need to have our attorney look at this agreement before we sign.

In the meantime, please send us the Viking Agreement immediately, so we review it.

Angela Edgeworth



Angela Edgeworth
D 702.352.2585 | T 702.567.0311 | F 702.567.0319
1191 Center Point Drive | Henderson, NV 89074
angela.edgeworth@pediped.com | www.pediped.com



On Mon, Nov 27, 2017 at 2:26 PM, Daniel Simon <dan@simonlawlv.com> wrote:

Please review and advise me of your position at your earliest possible convenience. If you would like to discuss, please call me anytime. Thanks

From: Angela Edgeworth <angela.edgeworth@pediped.com>
Sent: Monday, November 27, 2017 4:14 PM
To: Daniel Simon
Cc: Brian Edgeworth (brian@pediped.com)
Subject: Re: Edgeworth v. Viking, et al

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

From: Daniel Simon <dan@simonlawlv.com>
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> wrote:

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

From: Angela Edgeworth <angela.edgeworth@pediped.com>
Sent: Monday, November 27, 2017 5:32 PM
To: Daniel Simon
Cc: Brian Edgeworth (brian@pediped.com)
Subject: Re: Edgeworth v. Viking, et al

I do have questions about the process, and am quite confused. I had no idea we were on anything but an hourly contract with you until our last meeting.

I am glad to meet once Brian gets back unless you think it's urgent and we meet right away.

If the contract is not drawn yet, we still have some time to hash things out.

I want a complete understanding of what has transpired so I can consult my attorney. I do not believe I need to have her involved at this time.

Please let me know what the terms of the settlement are to your knowledge at this point if they are not detailed in your letter. Please send over whatever documentation you have or tell us what they verbally committed to. Otherwise, I will review the letter in detail and get back to you in a couple days.

In the meantime, I trust we are still progressing with Lange et al and any other immediate concerns that should be addressed.

As I mentioned at our last meeting, we should still be progressing as originally planned. I would hate to see a delay for any reason. Until we see an agreement, no agreement exists. Please let me know if there are any upcoming delays that you can foresee.

I think everyone has been busy over the holidays and has not had a lot of time to process everything.

To confirm, you have not yet agreed to the settlement. Is this correct?

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

EXHIBIT BB

11/21/17 EMAIL BETWEEN VIKING
COUNSEL RE ISSUES ON DRAFT
SETTLEMENT AGREEMENT

From: Janet Pancoast
To: dpolsenberg@lrrc.com
Cc: [Jessica Rogers; robinson \(robinson@mmrs-law.com\)](mailto:jessica.rogers@mmrs-law.com)
Subject: Edgeworth - REL DRAFT Edgeworth Draft Release to DP
Date: Tuesday, November 21, 2017 10:53:56 AM
Attachments: [REL DRAFT Edgeworth Draft Release to DP.docx](#)

Dan --

Attached is the draft Release. I highlighted the "Confidentiality" and "No Disparagement" clauses on pages 4 and 5.

As we discussed, at this time, I'll ignore the letter regarding the Motions in Limine.

Please send me a copy of anything you get confirming this settlement in writing.

Thanks,

Janet C. Pancoast, Esq.
Dir: 702.562.7616
Cell: 702.325.7876

***** PLEASE NOTE *****

This message, along with any attachments, is for the designated recipient(s) only and may contain privileged, proprietary, or otherwise confidential information. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Any other use of such misdirected e-mail by you is prohibited. Where allowed by local law, electronic communications with Zurich and its affiliates, including e-mail and instant messaging (including content), may be scanned for the purposes of information security and assessment of internal compliance with company policy.

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 (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLYNETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") 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, SUPPLYNETWORK, 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, SUPPLYNETWORK, 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, after extensive, arms-length negotiations, have reached a complete and final settlement of the PLAINTIFFS claims against VIKING, and 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; and

C. 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" shall mean THE VIKING CORPORATION, SUPPLYNETWORK, INC. & VIKING GROUP, INC., 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 in 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. SETTLEMENTTERMS

A. The total settlement amount for PLAINTFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC is Six Million Dollars and Zero-Cents (\$6,000,000).

B. This Settlement is contingent upon Court approving a Motion for Good Faith Settlement pursuant to Nevada Revised Statute 17.245, and dismissing any claims being asserted against the Viking by Lange Plumbing, LLC.

D. The settlement funds will be held in trust until completion of all necessary paperwork, including a Voluntary Dismissal of the SUBJECT ACTION with Prejudice.

E. The SETTLING PARTIES agree to 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 VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, 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. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, 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 at the time of executing this AGREEMENT.

C. 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 VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a 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 represents that they understand and acknowledges 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.

E. PLAINTIFF hereby agrees to indemnify and hold harmless VIKING and their insurers to include from, 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.

VI. GOOD FAITH SETTLEMENT

PLAINTIFFS and VIKING agree and stipulate that the settlement herein is made in good faith pursuant to the provisions of Nevada Revised Statute 17.245.

VII. DISMISSAL

The SETTLING PARTIES agree to execute any and all necessary papers to effectuate dismissal of the claims in the SUBJECT ACTION. Each party shall bear its own attorneys' fees and costs associated with prosecuting and/or defending this matter. Concurrently with the execution of this Settlement Agreement, and receipt of the settlement funds, counsel for PLAINTIFF shall provide a copy to VIKING and file a fully executed Dismissal with Prejudice of the Complaints.

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. CONFIDENTIALITY:

This Agreement, and all terms and conditions set forth therein, shall remain confidential and the SETTLING PARTIES and their counsel agree not to make any statement to anyone, including the press, regarding the terms of their settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this

Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. SATISFACTION OF LIENS:

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 VIKING and their affiliates, insurers, employees, agents, successors, administrators, personal representatives, heirs and assigns from and against all said liens, claims and subrogation rights of any construction or repair services and material providers.

D. NO DISPARAGEMENT:

The SETTLING PARTIES agree that they shall make no disparaging or defamatory statements, either verbally or in writing, and shall not otherwise make, endorse, publicize or circulate to any person or entity, any statements or remarks that can reasonably be construed as disparaging or defamatory, regarding PLAINTIFF or VIKING.

E. GOVERNING LAW:

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

F. TERMS OF SETTLEMENT AGREEMENT AND RELEASE INTERDEPENDENT:

It is further agreed by the SETTLING PARTIES that all portions and sections of this Settlement Agreement and Release are interdependent and necessary to the voluntary settlement of the aforementioned litigation.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 ____ day of _____, 2017 DATED this ____ day of _____, 2017

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

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

APPROVED AS TO FORM AND CONTENT:

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

EXHIBIT CC

11/30/17 FAX FROM VANNAH TO
SIMON RE EDGEWORTHS' 11/29/17
LETTER OF DIRECTION

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

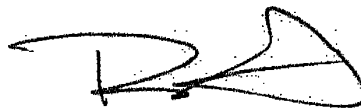
RE: Letter of Direction

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, looped flourish at the end.

Brian Edgeworth

FAX**Date:** 11/30/2017**Pages including cover sheet:** 2

To:	
Phone	
Fax Number	(702) 364-1655

From:	Jessie Romero
	Vannah & Vannah
	400 S. 7th Street
	Las Vegas
	NV 89101
Phone	(702) 369-4161 * 302
Fax Number	(702) 369-0104

NOTE:

L0DS000865

AA0625

EXHIBIT DD

11/30/17 8:39 A.M. EMAIL FROM SIMON
TO EDGEWORTHS WITH VIKING
SETTLEMENT AGREEMENT

brian@pediped.com

From: Daniel Simon <dan@simonlawlv.com>
Sent: Thursday, November 30, 2017 8:39 AM
To: Brian Edgeworth; angela.edgeworth@pediped.com
Subject: Settlement
Attachments: Edgeworth -- Settlement Agreement (redline v. 2).docx; ATT00001.txt

Attached is the proposed settlement release. Please review and advise when you can come in to discuss. I am available today anytime from 11-1pm to meet with you at my office. Thx

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 (hereinafter "PLAINTIFFS"), Defendants THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC. (hereinafter "VIKING") 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.

B. "VIKING" shall mean THE VIKING CORPORATION, SUPPLY NETWORK, INC. & VIKING GROUP, INC., 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.

C. "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.

D. 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. VIKING will pay PLAINTIFFS Six Million Dollars and Zero-Cents (\$6,000,000) by December 21, 2017. 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; and 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 VIKING 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.

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 VIKING, by way of PLAINTIFFS Complaint and any amendments thereto.

V. RELEASE

A. In consideration of the settlement payment and promises described herein, PLAINTIFFS, on behalf of their insurers, agents, successors, administrators, personal representatives, heirs and assigns do hereby release and forever discharge VIKING and any of VIKING's affiliates, as well as its insurers, all respective officers, employees and assigns, agents, 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. It is the intention of the SETTLING PARTIES hereto that this AGREEMENT shall be effective as a bar to all claims, with respect to the INCIDENT that PLAINTIFFS may have against DEFENDANTS, their affiliates, and any other entity that was involved in the INCIDENT, 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 at the time of executing this AGREEMENT.

C. 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 VIKING and their related persons and entities.

D. PLAINTIFFS represent their counsel of record has explained the effect of a 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 VIKING 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. CONFIDENTIALITY:

The amount of this Agreement shall remain confidential and the SETTLING PARTIES and their counsel (Daniel Simon) agree not to make any statement to anyone, including the press, regarding the amount of this settlement except to the extent that it may be disclosed to their respective attorneys, consultants, auditors, accountants or insurance carriers, or as any Party may hereafter be required to by law or in response to a properly issued subpoena for other court process or order, or as necessary to enforce the terms of this Agreement or in connection with the proceedings in the Action as either Party may deem appropriate.

C. 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 VIKING 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.

D. GOVERNING LAW:

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 Edge worth Family Trust & American Grating, LLC

DATED this ____ day of _____, 2017 DATED this ____ day of _____, 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

Agreeing to bind himself to the confidentiality obligation set forth in Section VIII.B..

Dated this ____ day of _____, 2017.

SIMON LAW

Daniel S. Simon, Esq.
810 South Casino Center Blvd.
Las Vegas, NV 89101
Attorney for Plaintiffs

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

Dated this ____ day of _____, 2017.

SCOTT MARTORANO
Vice President-Warranty Managment

EXHIBIT EE

11/30/17 5:31 P.M. EMAIL FROM SIMON
TO EDGEWORTHS AND COUNSEL
WITH FINAL VIKING SETTLEMENT
AGREEMENT

brian@pediped.com

From: Daniel Simon <dan@simonlawlv.com>
Sent: Thursday, November 30, 2017 5:31 PM
To: jgreene@vannahlaw.com
Cc: Brian Edgeworth; angela.edgeworth@pediped.com; Daniel Simon
Subject: Edgeworth -- Settlement Agreement
Attachments: Settlement Release Final.pdf

Please find attached the final settlement agreement. Please have clients sign as soon as possible to avoid any delay in processing payment. This shall also confirm that your office is advising them about the effects of the release and representing them to finalize settlement through my office.

Also, I first received a call from you this morning advising the clients wanted to sign the initial draft of the settlement agreement "as is." Since this time, I spent substantial time negotiating more beneficial terms to protect the clients. Specifically, I was able to get the Defendants to agree to omit the Confidentiality provision, provide a mutual release and allow the opportunity to avoid a good faith determination from the court if the clients resolve the Lange claims, providing Lange will dismiss its claims against Viking. Just so we are clear, your office did not ask for these substantial additional beneficial terms to protect the clients.

Additionally, this morning you asked me to approach Lange to accept the \$25,000 offer from the mediation. Since this time, I was able to secure a \$100,000 offer less all money Lange is claiming they are owed. Lange would then dismiss their Claims against Viking allowing the client to avoid the motion for determination of good faith settlement as part of the settlement. Please advise if the clients want me to move forward to finalize the settlement with Lange pursuant to these terms.

Please have the clients sign the release and return originals to my office to avoid delays in payment and finalizing this matter.

Thank You!

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 ____ day of _____, 2017 DATED this ____ day of _____, 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

EXHIBIT FF

12/12/17 EMAIL FROM VIKING
COUNSEL TO SIMON OFFERING
CHECKS FOR DISMISSAL

From: Janet Pancoast
To: Daniel Simon (dan@simonlawlv.com); Henriod, Joel D. (JHenriod@lrrc.com)
Cc: Jessica Rogers
Subject: Edgeworth - Checks -
Date: Tuesday, December 12, 2017 11:51:13 AM
Attachments: 201712121048.pdf
SPT 171212 Edgeworth SAO to Dismiss - Plaintiff.pdf

Danny –

I was using the Plaintiff's release to prepare a release for Giberti and came across the provision that required "certified checks." I was not aware of that provision and neither was the claims representative. I have the checks (attached) and am willing to give them to you in exchange for the signed stipulation for dismissal. However, there multiple parties that will delay the final entry of a joint stipulation for dismissal. Hence, to give me sufficient comfort level to release these checks, I request that you sign the attached stipulation for dismissal which is *only* for Plaintiff's claims against the Viking entities. Additionally, I ask that you sign the Stipulation for a Global Dismissal I emailed earlier. That way, I can file the dismissal with the Plaintiffs now and release the checks so that you can get the check in the bank and they can be cleared by 12/21/17. Getting the checks re-issued will take longer and the claims representative is not even sure if he can issue a certified check.

Hence, if you want to pick up these checks. Please sign **both** stipulations. Thanks.

Janet C. Pancoast, Esq.

CISNEROS & MARIAS

(Not a Partnership – Employee of Zurich American Insurance Company)

1160 No. Town Center Dr., Suite 130

Las Vegas, NV 89144

Off: 702.233.9660

Dir: 702.562.7616

Cell: 702.325.7876

Fax: 702.233.9665

janet.pancoast@zurichna.com

***** PLEASE NOTE *****

This message, along with any attachments, is for the designated recipient(s) only and may contain privileged, proprietary, or otherwise confidential information. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Any other use of such misdirected e-mail by you is prohibited. Where allowed by local law, electronic communications with Zurich and its affiliates, including e-mail and instant messaging (including content), may be scanned for the purposes of information security and assessment of internal compliance with company policy.

1 **STP**
2 JANET C. PANCOAST, ESQ.
3 Nevada Bar No. 5090
4 CISNEROS & MARIAS
5 1160 N. Town Center Dr., Suite 130
6 Las Vegas, NV 89144
7 Tel: (702) 233-9660
8 Fax: (702) 233-9665
9 janet.pancoast@zurichna.com
10 *in Association with*
11 S. Seth Kershaw, Esq.
12 State Bar No. 10639
13 MEYERS MCCONNELL REISZ SIDERMAN P.C.
14 11620 Wilshire Blvd., Suite 800
15 Los Angeles, CA 90025
16 Tel: 1-310-312-0772
17 Fax: 1-310-312-0656
18 kershaw@mmrs-law.com
19 Attorneys for Defendant/Cross-Defendant
20 Cross-Claimant/Third Party Plaintiffs
21 The Viking Corporation & Supply Network, Inc.
22 d/b/a Viking Supplynet

23 **DISTRICT COURT**

24 **CLARK COUNTY, NEVADA**

25 EDGEWORTH FAMILY TRUST, and)	CASE NO.: A-16-738444-C
26 AMERICAN GRATING, LLC)	
27 Plaintiffs,)	DEPT. NO.: X
28 vs.)	
29)	
30 LANGE PLUMBING, LLC; THE VIKING)	
31 CORPORATION, a Michigan corporation;)	STIPULATION FOR DISMISSAL
32 SUPPLY NETWORK, INC. d/b/a VIKING)	WITH PREJUDICE OF PLAINTIFFS
33 SUPPLYNET, a Michigan corporation; and)	CLAIMS AGAINST VIKING
34 DOES I through V and ROE CORPORATIONS)	ENTITIES
35 VI through X, inclusive,)	
36 Defendants.)	
37)	

38 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-*
39 *Stipulation and Order for Dismissal of Viking Entities by Plaintiffs*

1	LANGE PLUMBING, LLC,)
	Cross-Claimant,)
2)
	vs.)
3)
4	THE VIKING CORPORATION, a Michigan)
	corporation; SUPPLY NETWORK, INC. d/b/a)
5	VIKING SUPPLYNET, a Michigan corporation;)
	and DOES I through V and ROE)
6	CORPORATIONS VI through X, inclusive.)
	Cross-Defendants)
7	<hr/>	
8	THE VIKING CORPORATION, a Michigan)
	corporation; SUPPLY NETWORK, INC. d/b/a)
9	VIKING SUPPLYNET, a Michigan corporation)
	LANGE PLUMBING, LLC,)
10	Counter-Claimant,)
)
11	vs.)
)
12	LANGE PLUMBING, LLC, and DOES I through)
	V and ROE CORPORATIONS VI through X,)
13	inclusive.)
	Counter-Defendant)
14	<hr/>	
15	THE VIKING CORPORATION, a Michigan)
	corporation; SUPPLY NETWORK, INC. d/b/a)
16	VIKING SUPPLYNET, a Michigan corporation,)
	Defendants/Third Party Plaintiffs,)
17)
	v.)
18)
19	GIBERTI CONSTRUCTION, LLC, a Nevada)
	Limited Liability Company and DOES I through)
20	V and ROE CORPORATIONS VI through X,)
	inclusive,)
21	Third Party Defendant.)

Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-
Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1	GIBERTI CONSTRUCTION, LLC, a Nevada)
	Limited Liability Company,)
2)
	Counter-Claimant)
3)
	v.)
4)
	THE VIKING CORPORATION, a Michigan)
5	corporation; SUPPLY NETWORK, INC. d/b/a)
6	VIKING SUPPLYNET, a Michigan corporation,)
)
7	Counter-Defendant.)
<hr/>		
8	GIBERTI CONSTRUCTION, LLC, a Nevada)
	Limited Liability Company,)
9)
	Cross-Claimant)
10)
	v.)
11)
	LANGE PLUMBING, LLC, and DOES I through)
12	V and ROE CORPORATIONS VI through X,)
13	inclusive.)
)
14	Cross-Defendant.)

COMES NOW, PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC by and through their attorney of record Daniel Simon, Esq. of SIMON LAW; DEFENDANTS/CROSS-DEFENDANTS/CROSS-CLAIMANTS THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING SUPPLYNET by and through their attorney of record, Janet C. Pancoast, Esq. of the law firm of CISNEROS & MARIAS, in association with counsel of MEYERS MCCONNELL REISZ SIDERMAN P.C. and LEWIS ROCA ROTHGERBER CHRISTIE, LLP; hereby stipulate that:

All claims asserted in any and all Complaints filed herein by PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC and each and every cause of action alleged

Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-
Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

1 therein against THE VIKING CORPORATION & SUPPLY NETWORK, INC. d/b/a VIKING
2 SUPPLYNET and VIKING GROUP, shall be dismissed with prejudice.

3 Each party shall bear their own fees and costs.

4 Dated this ____ day of December, 2017.

Dated this ____ day of December, 2017.

5 SIMON LAW

CISNEROS & MARIAS

6
7 Daniel S. Simon, Esq.
8 810 South Casino Center Blvd.
9 Las Vegas, NV 89101
Attorney for Plaintiff

Janet C. Pancoast, Esq.
1160 Town Center Drive, Suite 130
Las Vegas, Nevada 89144

In Association with and with the agreement of
MEYERS REISZ SIDERMAN P.C. &
LEWIS ROCA ROTHGERBER CHRISTIE,
LLP
Attorneys for Viking Defendants

13 **ORDER**

14 Based on the Stipulation of the parties and good cause appearing, it is:

15
16 HEREBY ORDERED that all claims asserted in any and all Complaints filed herein by
17 PLAINTIFFS EDGEWORTH FAMILY TRUST & AMERICAN GRATING, LLC and each and
18 every cause of action alleged therein against THE VIKING CORPORATION & SUPPLY
19 NETWORK, INC. d/b/a VIKING SUPPLYNET and VIKING GROUP, shall be dismissed with
20 prejudice. Each party shall bear their own fees and costs.

21 Dated this ____ day of _____, 2017

24 _____
DISTRICT COURT JUDGE

25 //

26 *Edge worth Family Trust v. Lange Plumbing, LLC, et. al.* Case No. A-16-738444-
27 Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

Submitted by:

CISNEROS & MARIAS


BY: _____

Janet C. Pancoast, Esq.
1160 N. Town Center Drive, Suite 130
Las Vegas, NV 89144
Attorneys for Viking Defendants

Edge worth Family Trust v. Lange Plumbing, LLC, et. al. Case No. A-16-738444-
Stipulation and Order for Dismissal of Viking Entities by Plaintiffs

EXHIBIT GG

08/30/18 EXCERPTS OF TRANSCRIPT OF
DAY 4 OF EVIDENTIARY HEARING



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C
DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
THURSDAY, AUGUST 30, 2018

20 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4**

21 APPEARANCES:

22 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

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1 A Correct.

2 Q Okay. There was a Settlement Agreement between
3 Edgeworth Family Trust, American Grating, LLC, and Viking?

4 A Yes.

5 Q That's Office Exhibit Number 5. This is the lead page, which
6 is bated -- I believe the Bate is 36; do you see that?

7 A Yes.

8 Q Now, on page 4 of the release, which is bates number 39 of
9 Exhibit 5, there's a paragraph E. Obviously, that paragraph mentions
10 Vannah and Vannah as attorneys for the Edgeworth's; fair to say?

11 A Yes. Can you show me the date of this release? I think it's
12 December 1st, but I just want to confirm.

13 Q On page 42 of Exhibit 5 -- I'm sorry, bated 42 of Exhibit 5, I
14 can show you the dates that both Brian and Angela signed the release,
15 December 1 of 2017; is that correct?

16 A Yes.

17 Q So after that -- and that's after the date you felt -- after the
18 date that you felt you had been fired, correct?

19 A Yeah. So, if I can just explain briefly. I get back on 9-20 -- or
20 11-27. I am basically negotiating, not torpedoing any settlement, not
21 making any threats. I'm basically getting this release where they omitted
22 the confidentiality clause and preserved the Lange claim, and I get the
23 Edgeworths, which is a very uncommon term, as a mutual release
24 because this case was so contentious, all right?

25 And Mr. Edgeworth was I'm going to use the word scared,

1 nervous, you know, whatever you want to use, he was very nervous that
2 Viking was ultimately going to come after him if they had some type of
3 opportunity. So that's why the confidentiality clause was not a good
4 idea, and we wanted to preserve the Lange claim, as well, and I got a
5 mutual release, I think, for them, on or about 11-27.

6 THE COURT: And you got the mutual release on 11-27?

7 THE WITNESS: Right in that range, yeah. It was -- it was
8 before I got the Letter of Direction, and I was out of the case.

9 BY MR. CHRISTENSEN:

10 Q Did Mr. -- a Viking sprinkler flooded Mr. Edgeworth's house
11 that he was building as an investment, and he thought Viking was going
12 to sue him?

13 A If they had -- if they had some type of basis, they probably
14 would have.

15 Q Okay. Now, you did reach out to Mr. Edgeworth on
16 December 5?

17 THE COURT: Okay, and I'm sorry, Mr. Christensen, before
18 you move on, on December 1, when that Settlement Agreement is
19 signed, the one that's Exhibit 5, how did you -- when's the first time you
20 saw that document?

21 THE WITNESS: That was a prior one that was proposed.

22 THE COURT: That had the confidentiality and all that?

23 THE WITNESS: Yeah, it had all of that.

24 THE COURT: Okay.

25 THE WITNESS: And so, you know, the Edgeworth's were

1 pressing me, right. There's an email from -- while Brian's in -- well,
2 Brian's in China, unavailable, no phone calls, no emails with me. He now
3 has Angela stepping up, typing all these emails, saying hey, where's the
4 Viking Settlement Release, where is it, where is it, where is it, get it to us.
5 And I just got back in town from a vacation over Thanksgiving.

6 So right when I get back there was probably the, you know,
7 proposed release. And so, I went over to the office with Mr. Henriod,
8 who was Viking counsel, and I have a great relationship with him, and
9 we basically just hammered out the terms of the release right there. And
10 then I was done, I was out of it.

11 THE COURT: Okay. But you hammered out the terms of the
12 release of that final agreement?

13 THE WITNESS: Before I was fired, yeah.

14 THE COURT: Okay. So, this is before 11-30?

15 THE WITNESS: Yes.

16 THE COURT: And then were you present when the
17 Edgeworth's signed that document?

18 THE WITNESS: Nope.

19 THE COURT: Okay. So, when did you see the signed copy?

20 THE WITNESS: When Mr. Vannah's office delivered it to me
21 to then forward it to Viking counsel.

22 THE COURT: But you received it from Vannah's office?

23 THE WITNESS: Correct.

24 THE COURT: Okay.

25 THE WITNESS: And just one other note. I didn't explain any

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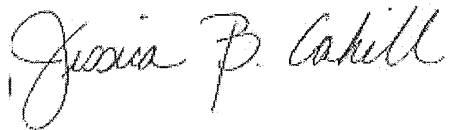
MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

EXHIBIT HH

11/27/17 LETTER FROM SIMON TO
EDGEWORTHS RE DESIRED
COMPENSATION AGREEMENT

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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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.

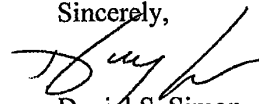
Conclusion

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,



Daniel S. Simon

The Law Office of Daniel S. Simon
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

RETAINER AGREEMENT

1
2
3 THAT Brian Edgeworth and Angela Edgeworth on behalf of Edgeworth Family Trust
4 and American Grating have retained and does by this instrument retain the Law Offices of
5 Daniel S. Simon, as his/her attorneys; said attorneys to handle on his/her behalf, all claims for
6 damages arising out of and resulting from an incident on or about April 9, 2016 involving the
7 flood caused by a failed sprinkler head, which clients now have, and which might hereafter
8 accrue against Viking Corporation, Viking Group and Viking Supply Net, for damages arising
9 out of said incident to Brian Edgeworth and Angela Edgeworth on behalf of Edgeworth Family
10 Trust and American Grating that the parties have respectively agreed as follows:

11 1. THE FEE FOR LEGAL SERVICES SHALL BE IN THE SUM OF 1,500,000 for
12 services rendered to date. This sum includes all past billing statements, the substantial time that
13 is not included in past billing statements, the current outstanding billing statements and any
14 further billing statements that may accrue to finalize and secure the settlement with the Viking
15 Entities only. Any future services performed prosecuting Lange Plumbing will be determined
16 by a separate agreement. However, all past services performed prosecuting Lange Plumbing
17 will be included in the above fee. The above sum will be reduced by all payments already made
18 toward the attorneys fees. If for some reason, the settlement cannot be finalized with the Viking
19 Entities, this agreement shall be void as it only contemplates a reasonable fee for services
20 performed and to finalize the settlement agreement.

21 2. ALL COSTS, INCLUDING ARBITRATION COSTS, COSTS OF
22 OBTAINING EXPERTS TO ANALYZE AND EVALUATE THE CAUSE OF
23 THE ACCIDENT, COSTS OF EXPERT TESTIMONY, COSTS OF WITNESS
24 FEES, TRAVEL COSTS, DEPOSITION COSTS, COURT COSTS, AND ALL
25 COSTS OF LITIGATION, INCLUDING LONG DISTANCE PHONE CALLS,
26 COPYING EXPENSES, REGARDLESS OF THE OUTCOME, ARE TO BE
27 PAID BY THE CLIENT, AND IF ANY OF THEM SHALL HAVE BEEN
28 ADVANCED BY THE ATTORNEY, HE SHALL BE REIMBURSED FOR THE

The Law Office of Daniel S. Simon
810 S. Casino Center Blvd.
Las Vegas, Nevada 89101
702-364-1650 Fax: 702-364-1655

1 SAME. THE ATTORNEY IS AUTHORIZED TO PAY ANY OF SAID
2 EXPENSES OUT OF THE SHARE OF THE SETTLEMENT ACCRUING TO
3 THE CLIENT.

4 SIGNED this ____ day of _____, 2017.

6 LAW OFFICES OF DANIEL S. SIMON Brian Edgeworth on behalf of Edgeworth Family
7 Trust and American Grating

9 Angela Edgeworth on behalf of Edgeworth Family
10 Trust and American Grating

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

SETTLEMENT BREAKDOWN

Date: November 27, 2017

Re: EFT AND AMERICAN GRATING v. ALL VIKING ENTITIES

Settlement	\$ 6,000,000.00
Attorney's Fees	1,114,000.00 (1,500,000 Less payments made of 367,606.25)
Costs	80,000.00 (200,000 Less payments made of 118,846.84)

Balance to Clients **\$ 4,806,000.00**

Clients hereby agree to the above distribution from the settlement proceeds if a settlement is finally reached and finalized. The costs may be adjusted depending on the actual costs incurred and paid. A final accounting will be made at the time of final distribution.

Dated this ____ day of November, 2017.

**Brian Edgeworth on behalf of Edgeworth Family
Trust and American Grating**

**Angela Edgeworth on behalf of Edgeworth Family
Trust and American Grating**

0053

AA0665

EXHIBIT II

EXCERPTS FROM SIMON "SUPER BILL"

Bates SIMONEH0000240 (Daniel Simon - 866.20 hrs. @ \$550/hr)	\$476,410.00
Bates SIMONEH0000342 (Ashley Ferrel – 762.60 hrs. @ \$275/hr)	209,715.00
Bates SIMONEH0000344 (Benjamin Miller- 21.80 hrs. @ \$275/hr)	5,995.00
TOTAL FEES BILLED	\$692,120.00

INVOICE FOR DANIEL S. SIMON
EDGEWORTH v. LANGE, ET AL.

Date	Description	Time
5/27/16	Email Chain with Client Re: Representation	.25
5/28/16	Email Chain with Client Re: Client Meeting	.40
5/31/16	Receive, Review and Analyze Email From Client	.40
6/1/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Email Chain with Client	.40
6/3/16	Email Chain with Client with Attachment	.50
6/3/16	Email Chain From Client with Website Attachment	.40
6/3/16	Receive, Review and Analyze Email from Viking and to Client	.40
6/5/16	Email Chain with Client	.40
6/10/16	Email Chain with Client	.75
6/13/16	Draft and Send Email to Client	.25
6/14/16	Receive, Review and Analyze Email from Client	.25
6/22/16	Email Chain with Client	.40
7/11/16	Email Chain with AD, SC, SR; Re: Representation of Lange	.25
7/12/16 - 7/13/16	Email Chain with Client	1.25
7/14/16	Receive, Review and Analyze Email from Client	.25
7/14/16	Receive, Review and Analyze Email from Viking, Forward to Client with Attachments; Receive, Review and Analyze Response from Client; Review File; Email Chain with Client	1.75
7/18/16	Receive, Review and Analyze Email from Client with Attachment	.75
7/19/16	Email Chain with Client	.50
7/19/16	Draft and Send Email to AD; Re: SAO Amend Complaint	.25

1/3/18	T/C w/ S. Guindy at Bank of Nevada; Received, reviewed and analyzed email with attachments	.75
1/3/18	Analyze , review schedule and additional emails from S. Guindy	.50
1/4/18	Analyze, receive and send emails to S. Guindy at Bank of Nevada; Review Emails from J. Christensen and Bank , J. Greene	.75
1/4/18	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	.50
1/4/18	Email to T. Parker and E. Nunez regarding revisions to release	.50
1/4/18	Travel to Bank of Nevada for bank account requested by client	1.50
1/4/18	Email E. Nunez releases again per her request	.25
1/5/18	Email from S. Guindy and response	.25
1/5/18	Email from Nunez	.15
1/5/18	Review Court filing of MGFS Lange	.25
1/8/18	T/C with S. Guindy; receive, review and analyze letter from Vannah	.50
1/8/18	Travel to Bank of Nevada 2x re Trust deposit	2.5
	Review all Emails concerning service of all pleadings (679 emails)	135.80
	Total Hours	866.20
	Total Fees at \$550 per hour	\$476,410.00

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

DATE	DESCRIPTION	TIME
12.20.16	Review, Download & Save Defendants the Viking Corporation and Supply Network, Inc.'s Substitution of Counsel	0.30
1.4.17	Review, Download & Save Joint Case Conference Report	0.30
1.6.17	Email to DSS re Lange K inserts added to MSJ	0.15
1.9.17	Review email from DSS re phone call to Pancoast	0.15
1.9.17	Review, Download & Save Defendant The Viking Corporation and Supply Network , Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.10.17	Review, Download & Save Plaintiffs Response to Defendants The Viking Corporation and Supply Network Inc.'s Demand for Prior Pleadings and Discovery	0.30
1.11.17	Review email from DSS re making small changes to MSJ	0.15
1.13.17	Review, Download & Save Plaintiffs Motion for Summary Judgment	0.30
1.17.17	Review email from DSS re preparing written discovery and depo notices	0.15
1.17.17	Review email from DSS to Pancoast re moving MSJ hearing and Opp date	0.15
1.18.17	Review, Download & Save Defendant The Viking Corporation and Supply Network, Inc.'s Opposition to Plaintiff's Motion for Summary Judgment	0.30
1.19.17	Email chain with DSS re Viking's Opposition to MSJ	0.50
1.20.17	Email chain with DSS re Stackiewicz case	0.15
1.20.17	Review, Download & Save Notice of Video Deposition of Shelli Lange	0.30
1.20.17	Review, Download & Save Subpoena for Shelli Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition Bernie Lange	0.30
1.20.17	Review, Download & Save Subpoena for Bernie Lange	0.30
1.20.17	Review, Download & Save Notice of Video Deposition of Tracey Garvey	0.30
1.20.17	Review, Download & Save Subpoena for Tracy Garvey	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.8.17	Review, Download & Save Lange Plumbing 14 th Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
TOTAL HOURS x \$275 per hour (reduced)		762.6
TOTAL FEES		\$209,715.00

INVOICE FOR BENJAMIN J. MILLER
EDGEWORTH v. LANGE, ET AL.

Date	Description	Time
8/16/17	Research and review prior cases and brief bank for written discovery on punitive damages	0.75
8/16/17	Send interoffice email regarding punitive damage discovery from other cases	0.25
8/17/17	Research and review licensing standards and regulations from California Board of Professional Engineers, Land Surveyors and Geologists for possible use in upcoming expert depositions	1.5
8/30/17	Send interoffice email regarding punitive damages written discovery from other cases	0.25
11/6/17	Draft email regarding case research for diminution in value damages to include in additional research for memoranda on admissibility	0.35
11/13/17	Draft interoffice email regarding summary of memo on admissibility of litigation conduct as bad faith at trial	0.30
11/16/17	Receipt and read interoffice email regarding instruction to prepare draft response regarding admissibility of litigation conduct as bad faith	0.25
11/16/17	Send response interoffice email confirming instruction to prepare draft response regarding admissibility of litigation conduct as bad faith	0.25
11/6/17	Research Nevada case law regarding cost of repair damages and diminution in value damages	0.75
11/6/17	Research case law of surrounding jurisdictions regarding cost of repair damages and diminution in value damages	1.5
11/6/17	Research various law review articles, restatements of law, jury instructions and other legal authorities regarding cost of repair damages and diminution in value damages	1.25
11/6/17	Draft email regarding case research for diminution in value damages to include in additional research for memoranda on admissibility	0.35

11/8/17	Prepare memo regarding cost of repair damages and diminution in value damages	2.0
11/9/17	Discussion with DSS re: Memo	0.5
11/13/17	Research Nevada law regarding admissibility of litigation conduct for bad faith	0.5
11/13/17	Research case law of surrounding jurisdictions regarding admissibility of litigation conduct for bad faith	3.25
11/13/17	Research various law review articles and other legal authorities regarding admissibility of litigation conduct for bad faith	1.75
11/13/17	Prepare memo regarding admissibility of litigation conduct for bad faith	1.75
11/13/17	Draft email regarding summary of memo on admissibility of litigation conduct as bad faith at trial	0.30
11/14/17	Research Contract Validity within NRS Chapter 624 and Nevada case law for summary judgment briefing	2.75
11/16/17	Confer regarding recoverable damages within breach of contract vs. products liability	0.75
11/16/17	Receipt and read interoffice email regarding instruction to prepare draft response regarding admissibility of litigation conduct as bad faith	0.25
11/16/17	Send response interoffice email confirming instruction to prepare draft response regarding admissibility of litigation conduct as bad faith	0.25
	Total Hours x's \$275 per hour (reduced)	21.8
	Total Fees	\$5,995.00

EXHIBIT JJ

EXCERPTS FROM "SUPER BILL" WITH
SIMON POST-DISCHARGE ENTRIES

INVOICE FOR DANIEL S. SIMON
EDGEWORTH v. LANGE, ET AL.

Date	Description	Time
5/27/16	Email Chain with Client Re: Representation	.25
5/28/16	Email Chain with Client Re: Client Meeting	.40
5/31/16	Receive, Review and Analyze Email From Client	.40
6/1/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Receive, Review and Analyze Email From Client	.40
6/2/16	Email Chain with Client	.40
6/3/16	Email Chain with Client with Attachment	.50
6/3/16	Email Chain From Client with Website Attachment	.40
6/3/16	Receive, Review and Analyze Email from Viking and to Client	.40
6/5/16	Email Chain with Client	.40
6/10/16	Email Chain with Client	.75
6/13/16	Draft and Send Email to Client	.25
6/14/16	Receive, Review and Analyze Email from Client	.25
6/22/16	Email Chain with Client	.40
7/11/16	Email Chain with AD, SC, SR; Re: Representation of Lange	.25
7/12/16 - 7/13/16	Email Chain with Client	1.25
7/14/16	Receive, Review and Analyze Email from Client	.25
7/14/16	Receive, Review and Analyze Email from Viking, Forward to Client with Attachments; Receive, Review and Analyze Response from Client; Review File; Email Chain with Client	1.75
7/18/16	Receive, Review and Analyze Email from Client with Attachment	.75
7/19/16	Email Chain with Client	.50
7/19/16	Draft and Send Email to AD; Re: SAO Amend Complaint	.25

11/11/17	Email Chain with Client with Attachment; Review and Analyze Mediator Proposal	.50
11/13/17	Draft and send email with attachments to AF	.15
11/13/17	Review Viking Motion for MSC and Stay all Rulings; Discussion with AF; Review Letter to DC Bulla; Telephone Conference with Floyd Hale; Telephone Conference with J. Olivas Re: Deposition	2.25
11/13/17	Email chain with AF re complaint filed against Harold Rodgers	.25
11/13/17	Draft and send email to AF re research re privilege log and confidentiality issues and review AF response	.75
11/13/17	Draft and send email to AF re supplementing Pomerantz opinion letter	.15
11/13/17	Email chain with AF re expert depositions noticed by Viking	.15
11/13/17	Prepare for 11/14/17 Hearings	2.25
11/13/17	Review Pomerantz Report and Produce; Discussion with Pomerantz; Discussion with Charles Rego from UL and Client	2.75
11/13/17	Receive, Review and Analyze Email From JO; Re: Additional Emails	.25
11/13/17	Email Chain with AF/CP with Attachments Re: Henderson	.15
11/13/17	Email from CP with Opinion letter	.75
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Receive, Review and Analyze Email from Client; Discussion with Client	.25
11/13/17	Email Chain with Client with Attachment	.50
11/13/17	Draft and Send Email to Client	.15
11/13/17	Email Chain with Client	.15
11/13/17	Email Chain with Client	.50
11/13/17	Receive, Review and Analyze Email from Client	.15
11/13/17	Draft and Send Email to Client with Attachment	.15

11/13/17	Receive, Review and Analyze Email from Client	.25
11/13/17	Call with Client	.50
11/13/17	Call with Client	.25
11/14/17	Call with AMF	.10
11/14/17	Call with Client	.15
11/14/17	Call with Client	.10
11/14/17	Call with Client	.10
11/13/17	Email Chain with Client	.40
11/14/17	Email Chain with JP, AF, TP; Re: Inspection of Documents	.25
11/14/17	Email Chain with D. Holloman, JP, KR, JM; Re: Hale Settlement Matters	.25
11/14/17	Attend Hearings on MSJ; Review File with Client; Review Research; Prepare Emails to Pancoast Re: Depositions and Discovery Responses; Discussion with Attorney Olgivie Re: Retention; Email to Parker; Discussion with AF; Review Plaintiffs' 14 th ECC Supplement; Review files	7.5
11/14/17	Draft and Send Email to Ogilvie with Attachments	.75
11/14/17	Telephone Call with Ogilvie Regarding Retention	.50
11/15/17	Review cases re: validity of contract under NRS 624; discussion with AF and BM	2.75
11/15/17	Review research re: admissibility of litigation conduct; discussion with BJM	.75
11/15/17	Discussion with BJM re: recoverable damages w/ breach of contract vs. product liability	.75
11/15/17	Receive, Review and Analyze Email from Client	.15
11/15/17	Receive, Review and Analyze Email from Client	.25
11/15/17	Receive, Review and Analyze Email from Client with Link	.40
11/15/17	Call with Client	.25
11/15/17	Call with Client	.50

11/15/17	Call with Client	.25
11/15/17	Call with Client	.10
11/15/17	Call with Client	.10
11/15/17	Call with Client	.75
11/16/17	Call with Client	.25
11/16/17	Call with Client	.25
11/16/17	Call with AMF	.15
11/16/17	Call with Client	.15
11/16/17	Call with Client	.10
11/17/17	Call with Client	.15
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Client	.50
11/17/17	Call with Client	.25
11/17/17	Call with Teddy Parker	.10
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Teddy Parker	.15
11/17/17	Call with Client	.65
11/17/17	Call with Client	.15
11/17/17	Email Chain with EC, JP, AF, MN, TP, KR; Re: Olivas Deposition	.15
11/17/17	Draft and Send Email to Ogilvie with Links	.25
11/17/17	Prepare and Attend Hearings	4.5
11/17/17	Several discussions with clients from office	.50
11/17/17	Receive, Review and Analyze Email from Client with Link	.40
11/17/17	Receive, Review and Analyze Email from L. Rotert; Pomerantz Bill	.15
11/18/17	Draft and Send Email to Client with Links	.15

11/18/17	Email Chain with JP, AF, TP, BP, JH, KR; Re: MIL Meeting. Discovery with AF.	.50
11/20/17	Email chain with AF re outstanding expert bills	.25
11/20/17	Email chain with AF re meet and confer for MILS and hearing for Giberti's MGFS	.25
11/20/17	Email chain with AF re Knez letter and threat of motion to file protective order in CA for Rodgers and Rene Stone depos	.25
11/20/17	Email Chain with Ogilvie and AF; Re: Permit App	.25
11/20/17	Receive, Review and Analyze Email from Client; Forward to AF	.15
11/21/17	Receive, Review and Analyze Email from Client	.25
11/21/17	Call with Client	.10
11/22/17	Draft and send email to AF re recent list of damages and review AF response	.15
11/22/17	Email Chain with Ogilvie, AF with Attachments; Re: Lange Supp Brief	.15
11/22/17	Draft and send email to AF re sending Lange responses brief to Ogilvie and review AF response	.15
11/22/17	Review notices of vacating deposition of Rene Stone and Harold Rodgers	.50
11/22/17	Review Lange's 12 th ECC Supplement	.25
11/24/17	Review correspondence from Dalacas	.25
11/24/17	Review email filings and depo emails	1.50
11/25/17	Call with Client	.10
11/25/17	Call with Client	.10
11/25/17	Call with Client	.15
11/26/17	Review Lange Discovery responses and attachments	1.50
11/27/17	T/C with J. Olivas re deposition	.35
11/27/17	Review hearing transcript from 11/14/17 hearing	1.50

11/27/17	T/C with T. Parker and Henriod (x3)	.75
11/27/17	Conference call with T. Parker, J. Pancoast and JEA to continue hearings; Emails	1.0
11/27/17	Receive, Review and Analyze Email From JO; Re: Final Invoice	.25
11/27/17	T/C's with Teddy Parker	.65
11/27/17	Email Chain with JP, TP, AF, KR, DP, JH; Re: MIL / Expert Depositions	.50
11/27/17	Email Chain with Bess White, TP, JP; Re: Edgeworth MOT for Summary Judgement	.35
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.15
11/27/17	Receive, Review and Analyze Email from Client	.15
11/27/17	Draft and Send Email to Client	.25
11/27/17	Receive, Review and Analyze Email from Client	.25
11/27/17	Draft and send email to AF re Carnahan depo and review AF response	.15
11/28/17	Email Chain with JP, AF, KR, JH; Re: Outstanding Discovery	.15
11/28/17	Email Chain with EN, JP, KR, DP; Re: Letter from Parker	.50
11/28/17	Review Lange letter (11/28/17), analyze; discussion with AF	1.25
11/28/17	Review Amended Notice of Carnahan Depo	.25
11/28/17	Conference call with Judge Bulla chambers w/ Pancoast to reset December 1 st hearings to December 20 th and call with Pancoast separately	.50
11/28/17	Review notices of vacating depositions	.50
11/28/17	Email Chain with Ogilvie to Discuss Case	.15
11/29/17	Receive and analyze email from Ogilvie	1.50
11/29/17	Email Chain with EN, JP, TP; Re: Letter from Parker	.50
11/29/17	Email Chain with JP, AF; Re: Discovery Motions	.15

11/29/17	Draft and send email to AF re drafting reply to Lange's supplemental Opposition	1.50
11/29/17	Draft and send email to AF re drafting notice of attorney lien	.15
11/29/17	Draft and send email to AF re letter from Pancoast to Simon	.15
11/29/17	Review and analyze Lange's supplemental brief	2.50
11/29/17	Email from client Angela Edgeworth	.15
11/29/17	Email response to client Angela Edgeworth	.25
11/29/17	Review and analyze email from Oligilvie re: contractors license legal arguments and response email to Oligilvie; Discussion with AF	1.50
11/29/17	Draft reply to Lange's Supplemental Opposition to Plaintiffs' MSJ	2.75
11/29/17	Discussions w/ J. Henriod re moving hearings and settlement	.65
11/29/17	T/C with T. Parker	.50
11/29/17	Draft letter to Parker	.50
11/30/17	Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with Teddy Parker	.10
11/30/17	Call with AMF	.25
11/30/17	Call with Teddy Parker	.15
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.10
11/30/17	Call with AMF	.20
11/30/17	Call with AMF	.10
11/30/17	Review file for Lange bills, T/C to Parker re: settlement	.75
11/30/17	Negotiate release w/ Henriod (his office)	3.50
11/30/17	Conversation w/ Green; draft email, send release	.75
11/30/17	Receive and review letter dated 11-30-17	.25

11/30/17	Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	.75
11/30/17 & 12/2/17	Email chain with AF re attorney lien	.15
12/1/17	Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	.15
12/1/17	Receive and review release email to Defendant	.75
12/1/17	Receive and review release email from Pancoast & discussion with AF	.50
12/1/17	Review Viking's 19 th ECC Supplement	.25
12/4/17	Received and reviewed DCRR; L/M for Green/Vannah	.75
12/4/17	Review notice vacating UL Depos	.25
12/4/17	Discussion with AF	.40
12/5/17	T/c with John Green; Email from John Green; Discussion with staff	.40
12/5/17	Review subpoena to Dalacas	.25
12/5/17	Emails to client and John Greene messages	.50
12/5/17	Draft and Send Email to Client and Response	.15
12/6/17	Draft and send email to AF re notice to vacate Caranahan depo	.15
12/6/17	Review file and gather materials requested by Vannah; email from John Greene	2.25
12/6/17	Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	.50
12/6/17	Review notice of vacating depo of Carnahan	.35
12/6/17	Receive and review email from Janet Pancoast; discussion with AF; response; forward to Vannah	.35
12/6/17	Received and reviewed Lange's 13 th ECC Supplement	.50
12/6/17	Email Chain with JP, AF; Re: Carnahan Deposition	.15
12/7/17	Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	.35
12/7/17	T/C with Vannah	.50

12/7/17	Draft and revise letter; Review of file to Vannah w/ attachment	1.75
12/8/17	Received and reviewed Lange 14 th ECC Supplement	1.25
12/8/17	Review Motion for Good faith settlement; discussion with AF	.75
12/8/17	Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	.50
12/8/17	Email chain with AF re Order Granting Giberti MGFS	.15
12/11/17	Email from Zamiski; Response email	.15
12/11/17	Review/ Analyze Lange 15 th ECC Supplement	.50
12/11/17	T/C Parker & Pancoast; Email from T. Parker; Email from Crt	.75
12/11/17	Review client's release of claims; emails to J. Greene; Discussions with AF	.50
12/11/17	Draft and send email to AF re Lange's 15 th ECC Supplement and review AF response	.25
12/12/17	Draft and send email to AF re Stip to Dismiss and review AF response	.15
12/12/17	Attend hearing on Viking Motion for Good Faith Settlement	1.75
12/6/17- 12/12/17	Messages; Returned messages; discussions with Floyd Hale	.50
12/12/17	Email from J. Pancoast; Received/Reviewed/Analyze stip to dismiss; order on Good faith settlement; discussion with AF	1.25
12/12/17	Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	.50
12/14/17	Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review email from J. Pancoast	.50
12/15/17	Review email from T.Ure; T/C to J. Pancoast re 2 nd stip to dismiss and arrange pick up of settlement checks	.50
12/18/17	Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
12/18/17	T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.0

12/18/17	Received, reviewed and analyze email from B. Vannah	.50
12/19/17	Emails to B. Vannah and J. Greene re checks	.25
12/19/17	Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and response from B. Vannah	.25
12/20/17	Request return of sprinklers from Volmer Grey	.25
12/20/17	Receive and review draft Motion for Good Faith Settlement; Lange release for \$100k and release for \$22k	1.50
12/21/17	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	.75
12/21/17	Receive, review and analyze email from B. Vannah (3:21pm)	.50
12/23/17	Received, reviewed and analyzed email from B. Vannah (10:45pm)	.50
12/26/17	Receive, review and analyze email from J. Christensen to B. Vannah (10:46am)	.25
12/26/17	Receive, review and analyze email from B. Vannah (12:18pm)	.75
12/26/17	Receive, review and analyze email from J. Christensen	.25
12/27/17	Receive, review and analyze email from JC w/e letter attached	.75
12/28/17	Receive, review and analyze email from B. Vannah (3:07pm)	.75
12/28/17	Receive, review and analyze email from B. Vannah (2:03pm)	.25
12/28/17	Receive, review and analyze email from B. Vannah (4:17am)	.75
12/29/17	Received and reviewed email re joint motion and revised joint motion	.40
1/2/18	Revise Lange release and send back to T. Parker	.75
1/2/18	Received/reviewed Viking stip to dismiss	.35
1/2/18	Received/reviewed email from J. Pancoast and T. Parker	.35
1/2/18	Received/reviewed and analyzed letters from Zurich re settlement checks	.25
1/2/18	Received, reviewed and analyzed email from J. Greene (3:45pm)	.25
1/2/18	T/C with S. Guidy at Bank of Nevada	.50

1/3/18	T/C w/ S. Guindy at Bank of Nevada; Received, reviewed and analyzed email with attachments	.75
1/3/18	Analyze , review schedule and additional emails from S. Guindy	.50
1/4/18	Analyze, receive and send emails to S. Guindy at Bank of Nevada; Review Emails from J. Christensen and Bank , J. Greene	.75
1/4/18	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	.50
1/4/18	Email to T. Parker and E. Nunez regarding revisions to release	.50
1/4/18	Travel to Bank of Nevada for bank account requested by client	1.50
1/4/18	Email E. Nunez releases again per her request	.25
1/5/18	Email from S. Guindy and response	.25
1/5/18	Email from Nunez	.15
1/5/18	Review Court filing of MGFS Lange	.25
1/8/18	T/C with S. Guindy; receive, review and analyze letter from Vannah	.50
1/8/18	Travel to Bank of Nevada 2x re Trust deposit	2.5
	Review all Emails concerning service of all pleadings (679 emails)	135.80
	Total Hours	866.20
	Total Fees at \$550 per hour	\$476,410.00

EXHIBIT KK

EXCERPTS FROM "SUPER BILL" WITH
FERREL POST-DISCHARGE ENTRIES

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

11/27/17	Draft and serve notice to vacate deposition of Anthasia Dalacas	0.25
11/28/17	Draft and serve amended deposition notice and subpoena for Robert Carnahan	0.25
11/28/17	Review Letter from Lange and discussion with DSS	0.75
11.28.17	Review, Download & Save Subpoena Duces Tecum for Robert Carnahan PE	0.30
11.28.17	Review, Download & Save Amended Notice of Continued Video Deposition of Robert Carnahan P.E. Duces Tecum	0.30
11.29.17	Review, Download & Save Defendants The Viking Corporation and Supply Network, Inc.'s 19 th Supplemental NRCP 16.1 Disclosure	0.30
11.29.17	Review, Download & Save Correspondence to Counsel, dated November 29, 2017	0.30
11/29/17	Review Olgilvie response to Lange's Supplement to MSJ; Discussion with DSS re Reply	0.50
11.29.17	Review email from DSS re drafting reply to Lange's supplemental Opposition	1.50
11.29.17	Review email from DSS re drafting notice of attorney lien	0.15
11.29.17	Review email from DSS re letter from Pancoast to Simon	0.15
11.29.17	Email to Pancoast re hearing dates I front of DC Bulla in light of negotiations	0.15
11.30.17	Email to George Olgilvie instructing him to stop working on the case	0.15
11.30.17	Review, Download & Save Letter to Counsel	0.30
11.30.17	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
11/30/17	Review Viking's 19 th ECC Supplement	1.0
11/30/17	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11.30.17 & 12.2.17	Email chain with DSS re attorney lien	0.15
12/1/17	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.5
12.1.17	Review, Download & Save Lange Plumbing Verification to Rogs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.1.17	Review, Download & Save Notice of Attorney Lien	0.30
12/1/17	Review Release from Viking and discussion with DSS re release	0.50
12/4/17	Draft and serve notice to vacate deposition of UL Laboratories	0.25
12/4/17	Review Lange written discovery responses	1.5
12/4/17	Discussion with DSS re scheduling and status of case	0.40
12.4.17	Review, Download & Save Notice Vacating the 2 nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
12.4.17	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
12.5.17	Email chain with UL re vacating depo	0.15
12/6/17	Review Lange's 13 th ECC Disclosure	2.5
12.6.17	Review email from DSS re notice to vacate Caranahan depo	0.15
12/6/17	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
12/6/17	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
12.6.17	Review, Download & Save Service Only – Lange Plumbing 13 th Supp to NRCP 16.1 ECC	0.30
12.6.17	Review, Download & Save Service Only – Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
12.7.17	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
12/8/17	Review Viking Motion for Good Faith Settlement, Analyze and discussion with DSS	0.75
12/8/17	Review Lange's 14 th and 15 th ECC Disclosure	0.50
12.8.17	Email chain with DSS re Order Granting Giberti MGFS	0.15
12/8/17	Review Stipulation to Dismiss from Viking and discussion with DSS	0.50
12.8.17	Review, Download & Save Lange Plumbing 15 th Supplement to 16.1 ECC List Witnesses and Docs	0.30

INVOICE FOR ASHLEY M. FERREL
EDGEWORTH v. LANGE PLUMBING, ET AL.

12.8.17	Review, Download & Save Lange Plumbing 14 th Supp to 16.1ECC List of Witnesses and Docs	0.30
12/11/17	Discussion with DSS re client's release of claims	0.20
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12.11.17	Review email from DSS re Lange's 15 th ECC Supplement and response	0.25
12/12/17	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
12.12.17	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
12.13.17	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
1/2/18	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.5
TOTAL HOURS x \$275 per hour (reduced)		762.6
TOTAL FEES		\$209,715.00

EXHIBIT LL

DEMONSTRATIVE OF POST-
DISCHARGE BILLING BY SIMON AND
FERREL, WITH BREAKDOWN OF HOURS
BY ESTIMATED PURPOSE

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)

DSS	11/30/2017	Review release; T/C J. Greene; T/C T. Parker; revise release	1.25
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with Teddy Parker	0.10
DSS	11/30/2017	Call with AMF	0.25
DSS	11/30/2017	Call with Teddy Parker	0.15
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Call with AMF	0.20
DSS	11/30/2017	Call with AMF	0.10
DSS	11/30/2017	Review file for Lange bills, T/C to Parker re: settlement	0.75
DSS	11/30/2017	Negotiate release w/Henriod (his office)	3.50
DSS	11/30/2017	Conversation w/Green; draft email, send release	0.75
DSS	11/30/2017	Receive and review letter dated 11-30-17	0.25
DSS	11/30/2017	Received and reviewed Lange letter (11-29-17) regarding scheduling discovery; Discussion with AF	0.75
11/30/2017 &			
DSS	12/2/2017	Email chain with AF re attorney lien	0.15
DSS	12/1/2017	Email Chain with JP, AF, DP, JH, MB, KR; Re: Discovery Motions	0.15
DSS	12/1/2017	Receive and review release email to Defendant	0.75
DSS	12/1/2017	Receive and review release email from Pancoast & discussion with AF	0.50
DSS	12/1/2017	Review Viking's 19th ECC Supplement	0.25
DSS	12/4/2017	Received and reviewed DCRR; L/M for Green/Vannah	0.75
DSS	12/4/2017	Review notice vacating UL Depos	0.25
DSS	12/4/2017	Discussion with AF	0.40
DSS	12/5/2017	T/c with John Green; Email from John Green; Discussion with staff	0.40
DSS	12/5/2017	Review subpoena to Dalacas	0.25
DSS	12/5/2017	Emails to client and John Greene messages	0.50
DSS	12/5/2017	Draft and Send Email to Client and Response	0.15
DSS	12/5/2017	Draft and send email to AF re notice to vacate Caranahan depo	0.15
DSS	12/6/2017	Review file and gather materials requested by Vannah; email from John Greene	2.25
DSS	12/6/2017	Email from AF re evidentiary hearing from Judge Jones law clerk and discussion with AF	0.50
DSS	12/6/2017	Review notice of vacating depo of Carnahan	0.35
DSS	12/6/2017	Receive and review email from Janet Pancoast; discussion with AF; response, forward to Vannah	0.35

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)

DSS	12/6/2017	Received and reviewed Lange's 13th ECC Supplement	0.50
DSS	12/6/2017	Email Chain with JP, AF; Re: Carnahan Deposition	0.15
DSS	12/7/2017	Email Chain with JP, AF, TP, KR, JM, JH, DP, SM; Re: Evidentiary Hearing	0.35
DSS	12/7/2017	T/C with Vannah	0.50
DSS	12/7/2017	Draft and revise letter; Review of file to Vannah w/ attachment	1.75
DSS	12/8/2017	Received and reviewed Lange 14th ECC Supplement	1.25
DSS	12/8/2017	Review Motion for Good faith settlement; discussion with AF	0.75
DSS	12/8/2017	Received and review order granting Giberti Motion for Good Faith Settlement; T/C with Parker	0.50
DSS	12/8/2017	Email chain with AF re Order Granting Giberti MGFS	0.15
DSS	12/11/2017	Email from Zamiski; Response email	0.15
DSS	12/11/2017	Review/ Analyze Lange 15th ECC Supplement	0.50
DSS	12/11/2017	T/C Parker & Pancoast; Email from T Parker; Email from Crt	0.75
DSS	12/11/2017	Review client's release of claims; email to J. Green Discussion with AF	0.50
DSS	12/11/2017	Draft and send email to AF re Lange's 15th ECC Supplement and review AF response	0.25
DSS	12/12/2017	Draft and send email to AF re Stip to Dismiss and review AF response	0.15
DSS	12/12/2017	Attend hearing on Viking Motion for Good Faith Settlement	1.75
	12/6/2017-		
DSS	12/12/2017	Messages; Returned messages; discussions with Floyd Hale	0.50
		Email from J. Pancoast; Received/Reviewed/ Analyze stip to dismiss order on Good faith settlement; discussion with	
DSS	12/12/2017	AF	1.25
DSS	12/12/2017	Received letter from Pancoast to DC Bulla; Pancoast email re checks and signing stips	0.50
DSS	12/14/2017	Review both stips to dismiss; send to J. Pancoast; T/C to M. Nunez; Review mail from J. Pancoast	0.50
DSS	12/15/2017	Review email from T.Ure; T/C to J. Pancoast re 2nd stip to dismiss and arrange pick up of settlement checks	0.50
DSS	12/18/2017	Pick up settlement checks; exchange for stip; contact Vannah's office re signature	1.50
DSS	12/18/2017	T/C and emails to J. Greene re checks; T/C to Pomerantz office re bill; emails; review bills from Pomerantz	1.00
DSS	12/18/2017	Received, reviewed and analyze email from B. Vannah	0.50
DSS	12/19/2017	Emails to B. Vannah and J. Greene re checks	0.25
		Received and review email from B. Vannah to J. Christensen; Received and review email from J. Christensen and	
DSS	12/19/2017	response from B. Vannah	0.25
	12/20/2017	Request return of sprinklers from Volmer Grey .25	0.25

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)

DSS	12/20/2017	Receive and review draft Motion for Good Faith Settlement; Lange release for 100k and release for \$22k	1.50
DSS	12/21/2017	Review emails from Pancoast and Parker; revise joint motion for good faith settlement and send back to Parker	0.75
DSS	12/21/2017	Receive, review and analyze email from B. Vannah (3:21pm)	0.50
DSS	12/21/2017	Received, reviewed and analyzed email from B. Vannah (10:45pm)	0.50
DSS	12/26/2017	Receive, review and analyze email from J. Christensen to B. Vannah (10:45am)	0.25
DSS	12/26/2017	Receive, review and analyze email from B. Vannah (12:18pm)	0.75
DSS	12/26/2017	Receive, review and analyze email from J. Christensen	0.25
DSS	12/27/2017	Receive, review and analyze email from JC w/e letter attached	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (3:07pm)	0.75
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (2:03pm)	0.25
DSS	12/28/2017	Receive, review and analyze email from B. Vannah (4: 17am)	0.75
DSS	12/29/2017	Received and reviewed email re joint motion and revised joint motion	0.40
DSS	1/2/2018	Revise Lange release and send back to T. Parker	0.75
DSS	1/2/2018	Received/reviewed Viking stip to dismiss	0.35
DSS	1/2/2018	Received/reviewed email from J. Pancoast and T. Parker	0.35
DSS	1/2/2018	Received/reviewed and analyzed letters from Zurich re settlement checks	0.25
	1/2/2018	Received, reviewed and analyzed email from J. Greene (3:45pm)	0.25
DSS	1/2/2018	T/C with S. Guidy at Bank of Nevada	0.50
DSS	1/3/2018	T/C w/ S. Guidy at Bank of Nevada; Received, reviewed and analyzed email with attachments	0.75
DSS	1/3/2018	Analyze, review schedule and additional emails from S. Guidy	0.50
		Analyze, receive and send emails to S. Guidy at Bank of Nevada; Review emails from J. Christensen and bank, J.	
DSS	1/4/2018	Greene	0.75
DSS	1/4/2018	Email from T. Parker (E Nunez) re Joint MGFS, sign and return to T. Parker	0.50
DSS	1/4/2018	Email to T. Parker and E. Nunez regarding revisions to release	0.50
DSS	1/4/2018	Travel to Bank of Nevada for bank account requested by client	1.50
DSS	1/4/2018	Email E. Nunez releases again per her request	0.25
DSS	1/5/2018	Email from S. Guidy and response	0.25
DSS	1/5/2018	Email from Nunez	0.15
DSS	1/5/2018	Review Court filing of MGFS Lange	0.25
DSS	1/8/2018	T/C with S. Guidy; receive, review and analyze letter from Vannah	0.50
DSS	1/8/2018	Travel to Bank of Nevada 2x re Trust deposit	2.50

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)

AMF	11/30/2017	Email to George Ogilvie instructing him to stop working on the case	0.15
AMF	11/30/2017	Review, Download & Save Letter to Counsel	0.30
AMF	11/30/2017	Review, Download & Save Correspondence to Discovery Commissioner Bulla regarding Hearings	0.30
AMF	11/30/2017	Review Viking's 19th ECC Supplement	1.00
AMF	11/30/2017	Review Letter from Lange regarding discovery scheduling and discussion with DSS	0.75
11/30/2017-			
AMF	12/2/2017	Email chain with DSS re attorney lien	0.15
AMF	12/1/2017	Draft Notice of Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	2.50
AMF	12/1/2017	Review, Download & Save Lange Plumbing Verification to Rogs	0.30
AMF	12/1/2017	Review, Download & Save notice of Attorney Lien	0.30
AMF	12/1/2017	Review Release from Viking and discussion with DSS re release	0.50
AMF	12/4/2017	Draft and serve notice to vacate deposition of UL Laboratories	0.25
AMF	12/4/2017	Review Lange written discovery responses	1.50
AMF	12/4/2017	Discussion with DSS re scheduling and status of case	0.40
AMF	12/4/2017	Review, Download & Save Notice Vacating the 2nd Amended Video Depo of NRCP30(b) (6) Designees of Underwriters Laboratories	0.30
AMF	12/4/2017	Review, Download & Save Discovery Commissioners Report and Recommendations	0.30
AMF	12/5/2017	Email chain with UL re vacating depo	0.15
AMF	12/6/2017	Review Lange's 13th ECC Disclosure	2.50
AMF	12/6/2017	Review email from DSS re notice to vacate Caranahan depo	0.15
AMF	12/6/2017	Draft and serve Notice to Vacate Robert Carnahan Deposition	0.50
AMF	12/6/2017	TC with Judge Jones law clerk rehearing scheduling; Discussion with DSS	0.50
AMF	12/6/2017	Review, Download & Save Service Only -- Lange Plumbing 13th Supp to NRCP 16.1 ECC	0.30
AMF	12/6/2017	Review, Download & Save Service Only -- Notice of Vacating the Continued Video Depo of Robert Carnahan	0.30
AMF	12/7/2017	Review, Download & Save MDGF- Def The Viking Corporation & Supply Network MGF Settlement & Request for OST	0.30
AMF	12/8/2017	Review Viking Motion for Good Faith Settlement, Analyz and discussion with DSS	0.75
AMF	12/8/2017	Review Lange's 14th and 15th ECC Disclosure	0.50
AMF	12/8/2017	Email Chain with DSS re Order Granting Giberti MGFS	0.15
AMF	12/8/2017	Review Stipulation to Dismiss from Viking and Discussion with DSS	0.50
AMF	12/8/2017	Review, Download & Save Lange Plumbing 15th Supplement to 16.1 ECC List Witnesses and Docs	0.30

POST-DISCHARGE BILLING FROM SIMON LAW (billing information taken from Ex. JJ and KK)			
AMF	12/8/2017	Review, Download & Save Lange Plumbing 14th Supp to 16,1 ECC List of Witnesses and Docs	0.30
AMF	12/11/2017	Discussion with DSS re client's release of claims	0.20
AMF	12/11/2017	Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/11/2017	Review email from DSS re Lange's 15th ECC Supplement and response	0.25
AMF	12/12/2017	Review Order granting Giberti Motion for Good Faith Settlement and discussion with DSS	0.25
AMF	12/12/2017	Review, Download & Save Ltr. To Discovery Commissioner Bulla Re. Settlement	0.30
AMF	12/13/2017	Review, Download & Save NEO Granting Third Party Def. Giberti Construction LLC Motion for Good Faith Settlement	0.30
AMF	1/8/2018	Draft Notice of Amended Attorney Lien, serve and prepare & send all liens certified mail return receipt requested	1.50
DSS		HOURS BILLED FOR DANIEL S. SIMON @ \$550 RATE	51.85
AMF		HOURS BILLED FOR ASHLEY M. FERRELL @ \$275 RATE	19.25
		TOTAL HOURS BILLED	71.10
		SIMON FEES	28517.50
		FERRELL FEES	5293.75
		TOTAL POST-DISCHARGE FEES	33811.25
		SUMMARY OF POST-DISCHARGE WORK BILLED BY SIMON LAW	
		Admin tasks re Lange Settlement	21.55
		Admin tasks re Viking Settlement, including one hearing (1)	26.65
		Preparation of Attorney Lien	4.85
		Opening Bank Account & Depositing Settlement Checks	7.25
		Undetermined - not sufficient description	10.80
			71.10
		(1) For purpose of estimating category, all T/C with Vannah were added to this category.	

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON,

RESPONDENTS.

Supreme Court Case No. 83258

Consolidated with 83260

Dist. Ct. Case No. A-18-767242-C

Consolidated with A-16-738444-C

**EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF
OPENING BRIEF**

**VOLUME IV
AA0695 – AA0878**

Steve Morris, Bar No. 1543
Rosa Solis-Rainey, Bar No. 7921

MORRIS LAW GROUP

801 South Rancho Dr., Ste. B4

Las Vegas, NV 89106

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rsr@morrislawgroup.com

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2021-12-13	Order Consolidating and Partially Dismissing Appeals <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX***

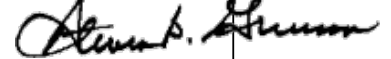
ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886

**EDGEWORTH FAMILY TRUST, ET AL. vs.
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ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799
2021-12-13	Order Consolidating and Partially Dismissing Appeals, <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588



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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST, and
AMERICAN GRATING, LLC
Plaintiffs,

vs.

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

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION;
DOES 1 through 10; and, ROE
entities 1 through 10;

Defendants.

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

**OPPOSITION TO THE SECOND
MOTION TO RECONSIDER;
COUNTER MOTION TO
ADJUDICATE LIEN ON REMAND**

Hearing date: 5.27.21
Hearing time: 9:30 a.m.

CONSOLIDATED WITH

Case No.: A-18-767242-C
Dept. No.: 10

OPPOSITION TO THE SECOND MOTION FOR RECONSIDERATION

I. Relevant Procedural Overview

Over two years ago, this Court adjudicated the Simon lien and sanctioned the Edgeworths for bringing and maintaining their conversion complaint without reasonable grounds. The Supreme Court affirmed in most respects with instructions to revisit the quantum meruit fee award to Simon and the amount of the sanction levied upon the Edgeworths. The high court then denied the Edgeworths' bid for rehearing. Procedure relevant to the subject motions follows.

On December 30, 2020, the Supreme Court issued an appeal order affirming this Court in most respects; and an order finding the Simon petition for writ moot, apparently in light of the instructions on remand to revisit the quantum meruit fee award to Simon.

On January 15, 2021, the Edgeworths filed a petition for rehearing. The Edgeworths again challenged the dismissal of the conversion complaint and the sanction order. The petition did not follow the rules and was rejected.

On January 25, 2021, the Supreme Court issued a Notice in Lieu of Remittitur.

1 On January 26, 2021, the Supreme Court granted leave to the
2 Edgeworths to file an untimely petition for rehearing. *The order granting*
3 *leave to file the untimely petition was not copied to this Court.*
4

5 On March 16, 2021, per the instructions on remand, this Court issued
6 the Amended Decision and Order Granting in Part and Denying in Part,
7 Simon's Motion for Attorney's Fees and Costs ("Attorney Fee Order"). This
8 Court also issued an amended order adjudicating the lien.
9

10 On March 18, 2021, rehearing was denied by the Supreme Court. A
11 corrected order denying rehearing followed on March 22, 2021.
12

13 On March 31, 2021, the Edgeworths filed a motion for reconsideration
14 in district court.
15

16 On April 12, 2021, remitter was issued by the Supreme Court.
17

18 On April 28, 2021, this Court issued the Third Amended Decision and
19 Order on Motion to Adjudicate Lien ("Third Lien Order").
20

21 On May 3, 2021, the Edgeworths filed their second motion for
22 reconsideration.
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II. Summary of Arguments

The second Edgeworth motion for reconsideration addresses the Third Lien Order and the Attorney Fee Order. Simon opposes the motion to reconsider the Third Lien Order, acknowledges the Attorney Fee Order must be refiled; and brings a counter motion to adjudicate the lien and/or reconsider the Third Lien Order regarding the quantum meruit fee award to Simon per the remand instructions.

A. The Third Lien Order

The Edgeworths' second motion to reconsider the Third Lien Order is without merit. The Edgeworths do not present adequate grounds for reconsideration.

First, the Edgeworths assert they are due reconsideration because they were deprived of "the right to reply" in support of their first motion for reconsideration. The Edgeworths are incorrect. The Edgeworths do not provide a citation to support the claim that the opportunity to reply is a fundamental right. The Edgeworths did not make an offer of proof regarding the reply, and thus did not establish they suffered undue prejudice. Nor did the Edgeworths provide authority that motion practice is required before the Court acts on the remand instructions. In any event,

1 the Edgeworths have had ample notice and many opportunities to be heard
2 on lien adjudication. Process does not provide a basis for reconsideration.

3 Second, the Edgeworths argue for reconsideration by making the
4 claim that a disagreement over the facts underlying the quantum meruit
5 decision amounts to a clear error of law. The argument is poor. A
6 disagreement over facts is not a clear error of law meriting reconsideration.
7
8 The determination of attorney fees under quantum meruit is within the
9 discretion of the district court. As such, the Edgeworths are effectively
10 foreclosed from relief via promotion of their own factual narrative under the
11 abuse of discretion standard. Further, the Edgeworths' frivolous
12 conversion narrative, which they have morphed into an equally frivolous
13 extortion narrative in the current motion, was solidly rejected by this Court
14 and the Supreme Court. The Edgeworths did not provide the substantially
15 different evidence required for reconsideration, they have merely served up
16 different spin.

17
18 Finally, the Edgeworths complain about a scrivener's error regarding
19 costs owed. In doing so, the Edgeworths note but fail to take to heart the
20 "Costs Owed" section of the Third Lien Order which specifically states that
21 costs were paid, and no costs are currently owed. Specific language
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1 controls over general language. Thus, there is no possibility of undue
2 prejudice and no basis to reconsider the Third Lien Order is presented.

3 **B. The Attorney Fee Order**

4
5 The Attorney Fee Order was issued before remittitur. Accordingly,
6 the order must be refiled. The Edgeworths appear to have abandoned their
7 challenge to the conservative amount of fees awarded. As to Clark's costs,
8 Simon has already informed the Edgeworths that only the amount of the bill
9 (\$2,520.00) will be sought. Accordingly, while Simon does not oppose
10 changing the cost number for Clark's fees in the Attorney Fee Order, no
11 prejudice will result to the Edgeworths regardless.

12
13 **C. Simon's Counter Motion**

14
15 Whether the counter motion is more properly presented as a motion
16 to adjudicate the lien on remand or as a motion to reconsider, Simon
17 respectfully requests this Court to revisit its quantum meruit decision
18 expressed in the Third Lien Order. Simon requests that the Court abide by
19 the finding affirmed on appeal that the implied contract was discharged and
20 therefore, not enforce the implied payment term for work performed after
21 September 19, 2017. Re-adjudication and/or reconsideration on this point
22 may be had because the use of an implied payment term of a discharged
23 contract as controlling in a fee adjudication is a clear error of law.
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1 Simon's counter motion is well-supported by the uncontested
2 declaration of Will Kemp, whom this Court has already recognized as an
3 expert.
4

5 **IV. Rebuttal to the Edgeworths' statement of facts and related**
6 **argument**
7

8 The Edgeworths' factual arguments are inaccurate and contrary to
9 the Court's affirmed findings. Because the facts are well known, only a
10 brief response follows.
11

12 **A. The Edgeworths have the case file.**
13

14 The Edgeworths continue their false argument regarding the case file.
15 During lien adjudication, everything Vannah requested was provided, but
16 Vannah did not request the file. (Ex. 1, Day 4 at 26.)
17

18 In 2020, a different Edgeworth lawyer asked for the file and the file
19 was given directly to Brian Edgeworth as requested. (Ex. 2, Ex. 3, & Ex. 4.)
20 As can be seen from the attached correspondence, there were certain
21 matters that were not produced because they were covered by non-
22 disclosure agreements, etc. The privileged items withheld did not present a
23 problem until the Edgeworths filed their second motion for reconsideration
24 when they apparently felt the need for an additional argument.
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1 After the Edgeworths filed their second motion for reconsideration,
2 counsel spoke about the file. Letters were exchanged and are attached.
3 (Ex. 5 & 6.) As can be seen from the Simon response, the allegations of
4 stripping emails, etc., are farfetched. (Ex. 6.)

6 In addition, NRS 7.055 applies to a “discharged attorney”. Before
7 admitting to discharge at a point when the Edgeworths thought the change
8 of course might benefit them, the Edgeworths had consistently denied they
9 had discharged Simon, for example at the evidentiary hearing:
10

12 MR. VANNAH: Of course, he’s never been fired. He’s still counsel of
13 record. He’s never been fired.

14 (Ex. 1, Day 4 at 22:1-2.) And before the Supreme Court:

16 Neither the facts nor the law supports a finding of any sort of
17 discharge of Simon by Appellants, constructive or otherwise.

18 (Ex. 7, opening brief excerpt, at 10.)

19 The Edgeworths wasted time and resources on their frivolous no
20 discharge stance; therefore, new sanctions are warranted based on their
21 recent admission that Simon really was discharged. *Capanna v. Orth*, 134
22 Nev. 888, 432 P.3d 726 (2018) (sanctions are appropriate when a claim or
23 defense is maintained without reasonable grounds). Rebutting the
24 Edgeworths’ frivolous no discharge position wasted at least a day of the
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1 evidentiary hearing, and many hours spent briefing the issue at the district
2 court and appellate levels.

3 **B. The November 17 meeting**

4
5 The Edgeworths' description of the November 17 meeting is fanciful
6 and rehashes claims made at the evidentiary hearing which the Court
7 found wanting. The latest version contains factual claims that are not in the
8 findings and are not supported by citation to the record.
9

10 The Edgeworths admitted six times in their opening appeal brief that
11 they were not found to be credible. (Ex. 7 at 11,12,15,18, & 28.) The latest
12 factual claims corroborate the many Edgeworth admissions that they are
13 not credible.
14
15

16 **C. The privileged Viking email of November 21**

17 The November 21 email was sent between two different lawyers
18 representing Viking; accordingly, Simon did not know its contents. The
19 Edgeworths did not disclose how they obtained a privileged email sent
20 between Viking's lawyers. Further, the Edgeworths did not address how
21 they propose the Court could consider this new proffer of evidence years
22 after the evidentiary hearing ended.
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1 Nevertheless, the email supports Simon. Simon agrees that Viking
2 was aware confidentiality was an issue and that the confidentiality term was
3 removed after November 21.
4

5 **D. The date of the Viking settlement and release terms**

6 Continuing the lack of credibility theme, the Edgeworths argue: “***all***
7 ***negotiations were complete by November 27***”. (Bold and italics in
8 original.) (2nd Mot., at 12:21-22.) Putting aside that the bolded factual
9 assertion is not supported by what the cited record states, there is a larger
10 problem in that the factual claim is contrary to the findings of this Court.
11

12 On November 19, 2018, the Court made finding of fact #13:
13

14 13. On the evening of November 15, 2017, the Edgeworths
15 received the first settlement offer for their claims against the Viking
16 Corporation (“Viking”). However, the claims were not settled until on
17 or after December 1, 2017.

18 (Ex. 8 at 4:22-24, & Third Lien Order at F.F. #13 at 4:22-24.) A good
19 portion of the second motion for reconsideration dwells on factual claims
20 contrary to the finding (see, e.g., 2nd Mot., at 4:5-6:11), while never
21 mentioning or contrasting finding of fact #13 - which is now the law of the
22 case.
23

24 The Edgeworths have taken so many bites at the evidentiary apple
25 that it is down to the core. They do not get another. This issue is over.
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1 **E. The Lange settlement**

2 In a new brand-new factual claim, raised years after the evidentiary
3 hearing, the Edgeworths accuse Simon of slow walking the Lange
4 settlement. The accusation is untimely and unfair, resolution of a complex
5 case takes time. Further, Simon had been fired by the clients, was being
6 frivolously sued by his former clients, and was working via replacement
7 counsel who acknowledged in open court he did not know what was going
8 on:
9
10

11
12 MR. VANNAH: If you take out the form and content, I don't know
13 anything about the case, and I want – I don't know anything about the
14 case – I mean, we're not involved in a case. You understand that,
15 Teddy?

16 MR.PARKER: I do.

17 MR. VANNAH: We – we're not involved a case in any way shape, or
18 form.

19 (Ex. 9, February 20, 2018 Transcript at 3:22-4:3.)

20 In the November 19, 2018, Lien Order this Court found that Simon
21 was due recognition for improving the position of his former clients. (See,
22 e.g., Ex. 8 at 19:19-20:1.) This aspect of the Lien Order was not
23 challenged on appeal and is now the law of the case. The finding was
24 repeated in the Third Lien Order. (Third Lien Order at 20:8-17.) The
25 Edgeworth assertions are wholly without merit.
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1 **F. This Court took testimony regarding the work performed at**
2 **the evidentiary hearing.**

3 The Edgeworths proclaim that the “only evidence in the record of
4 work Simon claims to have performed post-discharge is set forth in the
5 “super bill”. (2nd Mot., at 9:24-25.) The claim is not true. The Court took
6 days of testimony at the evidentiary hearing regarding work that was done,
7 some of which is cited by the Court in the Third Lien Order. (See, e.g.,
8 Third Lien Order at 18-22.)
9

10
11 Finally, the assertion that only simple acts remained to be addressed
12 is belied by Vannah’s statements, acts, and emails. Vannah openly
13 admitted he was in deep water and needed Simon to close the case. If
14 Vannah, at \$925 dollars an hour, does not feel competent to close out the
15 case, then the work that remained is more than ministerial, just as this
16 Court found.
17
18

19
20 **G. The Viking settlement drafts**

21 The Edgeworths first raised a complaint over the Viking tender of
22 settlement drafts, instead of a certified check, in their first motion for
23 reconsideration, years after the evidentiary hearing. The grievance is
24 repeated in the second motion. (2nd Mot., at 6:12-2.) The picayune
25 criticism would have been better left unraised because it underscores the
26 weakness of the Edgeworths’ overall position.
27
28

1 In addition to being untimely, the complaint is nonsensical. Viking
2 tendered settlement drafts in the proper amount which were deposited and
3 cleared. At worst, the Viking drafts can be seen as falling within the ambit
4 of substitute performance - which is normally not a problem at least when
5 the Edgeworths are not involved. The Edgeworths and Vannah did not
6 raise the settlement drafts as an issue years ago, and the settlement drafts
7 should not be an issue to the Edgeworths and their latest counsel today.
8
9

10 **IV. Argument**

11
12 The Edgeworths did not provide an adequate basis for this Court to
13 grant reconsideration of the Third Lien Order. Reconsideration is rarely
14 granted and only when there is considerably different evidence or a clear
15 error. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga &*
16 *Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.3d 486, 489 (1997) (reconsideration
17 may be granted on rare occasion when there is "substantially different
18 evidence ... or the decision is clearly erroneous").
19
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22 The Edgeworths' argument they received inadequate process is
23 unsupported and incorrect. The Edgeworths merely rehash old factual
24 arguments about the inferences to be had from the evidence, they do not
25 present substantially different evidence. Finally, the Edgeworths do not
26
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28

1 present a clear error of law in the Third Lien Order. Reconsideration is not
2 warranted.

3 **A. The Edgeworths received due process.**
4

5 The Edgeworths claim they did not receive due process and are due
6 reconsideration on that basis, because they only had a short time in which
7 to file a reply. (2nd Mot., at 2:27-3:7 & 10:18-19.) The claim is
8 unsupported, and the Edgeworths do not present cogent argument or
9 relevant authority. Hence, the argument can be ignored. *See, Edwards v.*
10 *Emperor's Garden Rest.*, 122 Nev. 317, 330 n. 38, 130 P.3d 1280, 1288
11 n.38 (2006). Similarly, the Edgeworths do not provide argument or
12 authority that additional briefing was contemplated or required on remand.
13 (*Ibid.*)
14

15 Importantly, the Edgeworths do not present an offer of the reply
16 arguments they were deprived of or explain how a reply would have
17 changed the outcome.
18

19 In this case, there were multiple filings and hearings regarding
20 adjudication of the lien. There was a five-day evidentiary hearing and post
21 hearing arguments and motion practice. There was an appeal. The
22 Edgeworths have had more than sufficient notice and a generous
23 opportunity to be heard. *See, e.g., Callie v. Bowling*, 123 Nev. 181, 160
24
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1 P.3d 878 (2007) (procedural due process is afforded when a party has
2 notice and an opportunity to be heard).

3 The Edgeworths request for reconsideration based on a lack of due
4 process is without merit.

6 **B. The Edgeworths' latest quantum meruit arguments merely**
7 **rehash or spin prior arguments and evidence.**

8 The Edgeworths argue they are due reconsideration because the
9 Court made a poor factual decision. The argument does not raise to the
10 level required for a district court to grant reconsideration. *Masonry & Tile*
11 *Contractors Ass'n of S. Nevada*, 113 Nev. 737, 741, 941 P.3d 486, 489
12 (reconsideration may be granted on rare occasion when there is
13 "substantially different evidence ... or the decision is clearly erroneous").
14

15 In support of their request for reconsideration, the Edgeworths argue
16 their latest factual narrative. However, the latest narrative is not based on
17 substantially different evidence, it is based on the latest spin. The
18 Edgeworths do not explain how this Court can ignore its own factual
19 findings which are now law of the case and now find, for example, that
20 Simon "slow walked" the Lange settlement.¹
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28 ¹ At the hearing of 2/20/2018, attorney Teddy Parker explained how adding Vannah to the mix caused some extra steps and delay. (Ex. 9.)

1 The Edgeworths' arguments are exposed by their return yet again to
2 the use of *ad hominin* attacks against Simon. Just as the claim of
3 conversion against Simon was frivolous, so too is the claim of extortion. An
4 attorney is due a reasonable fee. NRS 18.015. An attorney may file a lien
5 when there is a fee dispute. NRS 18.015. The use of a lien is not an
6 ethical violation. NRS 18.015(5). An attorney can take steps to protect
7 themselves and/or to secure a reasonable fee for their work. NRS 18.015
8 & NRPC 1.16(b)(6). The only limit is an attorney cannot seek an
9 unreasonable fee. NRCP 1.5. The expert testimony of Will Kemp stands
10 un rebutted, the fee sought by Simon is reasonable under the market
11 approach. The latest frivolous accusation is simply a continuation of the
12 Edgeworths desire to "punish" Simon.

13
14
15 Here, this Court already found that Simon legitimately used a
16 statutory attorney lien to seek a reasonable fee. This Court already found
17 that Simon's work was exceptional, and the result obtained was impressive.
18 Yet, the Edgeworths frivolously sued Simon for conversion claiming Simon
19 was owed nothing - even though they admitted to already receiving more
20 money than the claim was worth, and that Simon was in fact owed fees and
21 costs. The ill placed trust argument is Simons to use, not the Edgeworths.
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1 The Edgeworths did not present substantially different facts, nor did
2 they demonstrate clear error. There is no basis for reconsideration.

3 **C. The cost award**

4
5 The Edgeworths protest the cost language in the conclusion of the
6 Third Lien Order as grounds for reconsideration. Yet, the Edgeworths
7 acknowledge that the costs are correctly found as paid on page 18 of the
8 same order. In so doing the Edgeworths establish that there is no undue
9 prejudice. The order's specific and detailed language on page 18 controls
10 over the general language in the conclusion.
11

12
13 **D. The Attorney Fee Order**

14
15 The Attorney Fee Order needs to be re-filed. Although Simon will
16 only seek the amount Clark billed in any event, Simon has no objection to
17 the correction of the amount of costs related to Clark's fees, \$2,520.00.
18

19 **VI. Conclusion**

20 The motion for reconsideration is without merit. Simon requests the
21 motion be denied and the Edgeworths sanctioned for needlessly extending
22 this case.
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**COUNTER MOTION TO ADJUDICATE LIEN ON
REMAND/RECONSIDERATION**

I. Introduction to the Counter Motion

On December 30, 2020, the Supreme Court issued two orders addressing the Edgeworth appeal and the Simon writ petition. The appeal order affirmed this Court in all but two respects. The appeal order remanded the case with instructions to re-address the quantum meruit award of fees to Simon and to re-address the amount of fees assessed as a sanction against the Edgeworths for pursuit of their frivolous conversion complaint. In the writ order, the Simon petition on the manner of calculation of quantum meruit for outstanding fees due at the time of discharge was denied as moot, apparently in consideration of the instructions on remand contained in the appeal order.

Simon moves for adjudication of the lien/reconsideration regarding the calculation of the quantum meruit fee award per the remand instructions and the *Brunzell* factors as stated in the attached declaration of Will Kemp.

1 **II. The Court may Reconsider the Quantum Meruit Award on a**
2 **Claim of Clear Legal Error.**

3 The Court found that Simon worked for the Edgeworths on the
4 sprinkler case on an implied in fact contract; and, that Simon was
5 discharged from the contract on November 29, 2017. (Third Lien Order at
6 9:1-9 & 12:16-17.)
7

8
9 The Court found that Simon was paid under the implied contract
10 through September 19, 2017, and was not paid for considerable work that
11 came after September 19. (Third Lien Order at 14:26-15:3.)
12

13 This Court also concluded that:
14

15 When a lawyer is discharged by the client, the lawyer is no longer
16 compensated under the discharged/breached/repudiated contract,
17 but is paid based on quantum meruit. (Citations omitted.)

18 (Third Lien Order at 18:5-6.) The conclusion coincides with NRS 18.015(2)
19 and case law. The conclusion and the findings were affirmed on appeal.
20 *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800.
21

22 However, the payment term of the repudiated implied contract was
23 enforced for the time worked from September 19 through November 29,
24 2017. Retroactive enforcement of the payment term of a discharged or
25 repudiated contract is not consistent with the finding quoted above, NRS
26 18.015(2) or case law. The conflict with established law creates clear error
27
28

1 needed under *Masonry & Tile Contractors Ass'n of S. Nevada*, 113 Nev.
2 737, 741, 941 P.3d 486, 489, for reconsideration. Simon respectfully
3 submits that the correct path is to use quantum meruit as the measure to
4 compensate Simon for work performed from the date of September 19,
5 2017 forward.
6

7
8 **A. When a fee contract is terminated by the client, the amount of**
9 **the outstanding fee due the attorney is determined by quantum**
10 **meruit.**

11 The Edgeworths discharged Simon on November 29, 2017. Thus,
12 the fee contract was repudiated as of that date. The Edgeworths
13 terminated the fee contract before the lien was served, before funds were
14 paid and before Simon was paid for work dating from September 19, 2017.
15 Therefore, the implied fee contract had been repudiated and was not
16 enforceable when the lien was adjudicated, and the amount Simon should
17 be paid from September 19 is not controlled by the repudiated implied
18 contract.
19
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21

22 When a lawyer is discharged by the client, the lawyer is no longer
23 compensated under the discharged contract but is paid based on *quantum*
24 *merit*. *Edgeworth Family Trust*, 477 P.3d 1129 (table) 2020 WL 7828800;
25 *Golightly v. Gassner*, 281 P.3d 1176 (Nev. 2009) (unreported) (discharged
26 attorney paid by *quantum merit* rather than by contingency); *citing, Gordon*
27
28

1 v. *Stewart*, 324 P.3d 234 (1958) (attorney paid in *quantum merit* after client
2 breach of agreement); and, *Cooke v. Gove*, 114 P.2d 87 (Nev. 1941)(fees
3 awarded in *quantum merit* when there was no agreement).
4

5 This Court cited *Rosenberg* in concluding the Edgeworths fired
6 Simon. *Rosenberg v. Calderon Automation, Inc.*, 1986 Ohio App. LEXIS
7 5460 (1986). In *Rosenberg*, Calderon stopped all communication with his
8 lawyer, Rosenberg, on the eve of a settlement. Rosenberg sought his fees.
9

10 The *Rosenberg* court found that Rosenberg was constructively
11 discharged when Calderon stopped speaking with the lawyer. On the
12 question of compensation, the court found that termination of a contract by
13 a party after part performance of the other party *entitles the performing*
14 *party to elect to recover the value of the labor performed irrespective of the*
15 *contract price. Id.*, at *19. In other words, the lawyer is not held to the
16 payment term of the repudiated contract, but rather receives a reasonable
17 fee under quantum meruit.
18
19
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21

22 The Edgeworths did not admit to firing Simon even after they stopped
23 communication and then frivolously sued for conversion. Even as late as
24 the appeal, the Edgeworths denied firing Simon in a transparent gambit to
25 avoid a reasonable fee under quantum meruit. The law is clear that
26 because Simon was fired, Simon's outstanding fee for the work performed
27
28

1 on the sprinkler case after September 19, 2017, is set by quantum meruit,
2 the reasonable value of services rendered as per NRS 18.015(1). Simon
3 respectfully requests this Court use quantum meruit to reach the attorney
4 fee due Simon for work performed after September 19, instead of
5 retroactively applying the payment term of the discharged fee contract.
6

7
8 **B. The quantum meruit award**

9 Will Kemp testified as an expert on product defect litigation, the
10 prevailing market rate for such litigation in the community², and the method
11 of determination of a reasonable fee for work performed on a product case
12 in Las Vegas. Mr. Kemp's credentials are well known, and his opinion was
13 beyond question.
14

15
16 The Edgeworths have gone to ridiculous lengths to punish Simon and
17 extend this dispute, such as hiring counsel at \$925 an hour and filing a
18 frivolous complaint. Yet even the Edgeworths did not attempt an attack on
19 Mr. Kemp; his opinion was so solid, it stood un rebutted.
20

21
22 Mr. Kemp has provided a declaration in which he reviewed his
23 un rebutted opinion in the light of the Supreme Court orders. (Ex. 10) Mr.
24 Kemp responded to the Supreme Court's instructions and explained how
25

26
27 ² The Edgeworths also rely upon the prevailing market rate as a metric for
28 quantum meruit, although they misapply the standard. 1st Mot., at 21:10-21.

1 his opinion is in agreement. Mr. Kemp also reviewed the *Brunzell* factors
2 and concluded that a reasonable fee under the prevailing market rate of the
3 community for product liability trial counsel from September 19, 2017,
4 through February of 2018, is \$2,072,393.75.
5

6 **III. Conclusion**
7

8 Simon respectfully suggests the Court make a reasonable fee award
9 based on the market rate under quantum meruit for the work performed
10 following September 19, 2017, through February of 2018, in accord with
11 the unrefuted opinion of Will Kemp, which is consistent with the Supreme
12 Court's order of remand.
13

14
15 DATED this 13th day of May 2021.

16 /s/ James R. Christensen
17 JAMES CHRISTENSEN, ESQ.
18 Nevada Bar No. 003861
19 601 S. 6th Street
20 Las Vegas, NV 89101
21 (702) 272-0406
22 (702) 272-0415
23 jim@jchristensenlaw.com
24 *Attorney for Daniel S. Simon*
25
26
27
28

CERTIFICATE OF SERVICE

I CERTIFY SERVICE of the foregoing Opposition and Request for Sanctions; Countermotion was made by electronic service (via Odyssey) this 13th day of May 2021, to all parties currently shown on the Court's E-Service List.

N. Dawn Christensen
an employee of
JAMES R. CHRISTENSEN

EXHIBIT 1

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

LANGE PLUMBING, LLC, ET AL.,

Defendants.

CASE#: A-16-738444-C

DEPT. X

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

vs.

DANIEL S. SIMON, ET AL.,

Defendants.

CASE#: A-18-767242-C

DEPT. X

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
THURSDAY, AUGUST 30, 2018

RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 4

APPEARANCES:

For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 MR. VANNAH: Of course, he's never been fired. He's still
2 counsel of record. He's never been fired. There's no -- in fact, there's an
3 email telling him that you are still on the case, do a good job.

4 THE COURT: And I've seen that email, Mr. Vannah. So, I
5 mean, we're going to -- I know Mr. Simon's characterization of what
6 happened is he believed he was fired and that is the reason -- based on
7 the reasons that he's already testified to here this morning. But the
8 constructive discharge issue is still an issue that's before this Court that I
9 have yet to decide on.

10 MR. CHRISTENSEN: Correct, Your Honor. And perhaps it
11 was inartful phrasing of the question, but Mr. Simon has already testified
12 that he felt he had been fired --

13 THE COURT: I understand. He testified to the --

14 MR. CHRISTENSEN: -- so that was the gist in which the
15 question was -- was made.

16 THE COURT: Right. And he testified the reasons for which
17 he felt that way.

18 MR. CHRISTENSEN: However, I just for the record I do
19 disagree with Mr. Vannah's characterization.

20 THE COURT: And I know. I mean that's an issue that I'm
21 going to decide as part of what we're having this hearing about, but I
22 understand Mr. Simon believed he was fired, he testified to it, as well as
23 he testified to the reasons for which he was fired. So that's based on Mr.
24 Simon's understanding.

25 BY MR. CHRISTENSEN:

1 pending motions for summary judgment and counter summary
2 judgment. I mean there was just so much going on it was crazy.

3 Q What kind of contact did you receive from Vannah and
4 Vannah to become involved in that process to effect a compromise?

5 MR. VANNAH: Your Honor, let me object again as leading. I
6 never called him to effect a compromise. It's leading. He's testifying as
7 to his theory of the case. He's leading every single question.

8 THE COURT: Well, I mean, I think the -- I mean if he gets to
9 change the first word of that to did, did you receive any communication
10 from Vannah and Vannah?

11 BY MR. CHRISTENSEN:

12 Q Did Vannah and Vannah call?

13 A No.

14 Q Did you receive requests for the file?

15 A Didn't receive a request for the file. I think we had our first
16 meaningful discussion on a conference call with Mr. Vannah, Mr.
17 Greene, yourself, and myself, on December 7th.

18 Q Okay.

19 A I'm sure I had prior conversations, I think you did, too, with
20 Mr. Greene, but they weren't too meaningful because he always had to
21 check with Mr. Vannah.

22 Q What were you doing during that period with regard to the
23 underlying case?

24 A What I was expected to do.

25 MR. VANNAH; I'm sorry --

1 [Counsel confer]
2 MR. VANNAH: Okay. So sounds great.
3 So, let me be kind to your staff. So now we're looking to at 11:00,
4 so from 11:00 a.m. to 5:00, which I don't have a problem with. But --
5 THE COURT: At some point we're going to have to break in
6 there, I mean, I understand Mr. Christensen is going to schedule, we'll
7 work it out with Judge. Herndon. But yeah, at some we're going to have
8 to a break and eat, we all need to eat.
9 MR. CHRISTIANSEN: As soon as I am done with the witness
10 I will go back to my murder trial and let --
11 THE COURT: Oh, okay, okay. Yeah. Well we're still going to
12 take a little recess.
13 [Counsel confer]
14 THE COURT: Yeah. We'll get Mr. Christiansen out of here
15 then we will break for lunch, and then you guys --
16 MR. CHRISTIANSEN: And then come back.
17 THE COURT: Yeah. So, I'll keep that whole afternoon open
18 for you guys. So, yeah, that's what we'll do. We'll get Mr. Christiansen,
19 so will get Mrs. Edgeworth on, Mr. Christiansen out of here, and then
20 we'll break for lunch, and then you guys will come back and close.
21 MR. CHRISTIANSEN: Thank you very much.
22 MR. VANNAH: Thank you, Judge.
23 THE COURT: Thank you.
24 MR. CHRISTIANSEN: Judge, thanks for you
25 accommodations.

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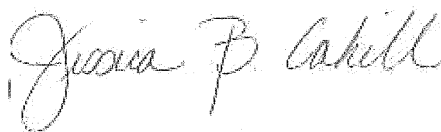
MR. VANNAH: Thank you.

THE COURT: No problem.

MR. VANNAH: That's been great.

[Proceedings adjourned at 4:16 p.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

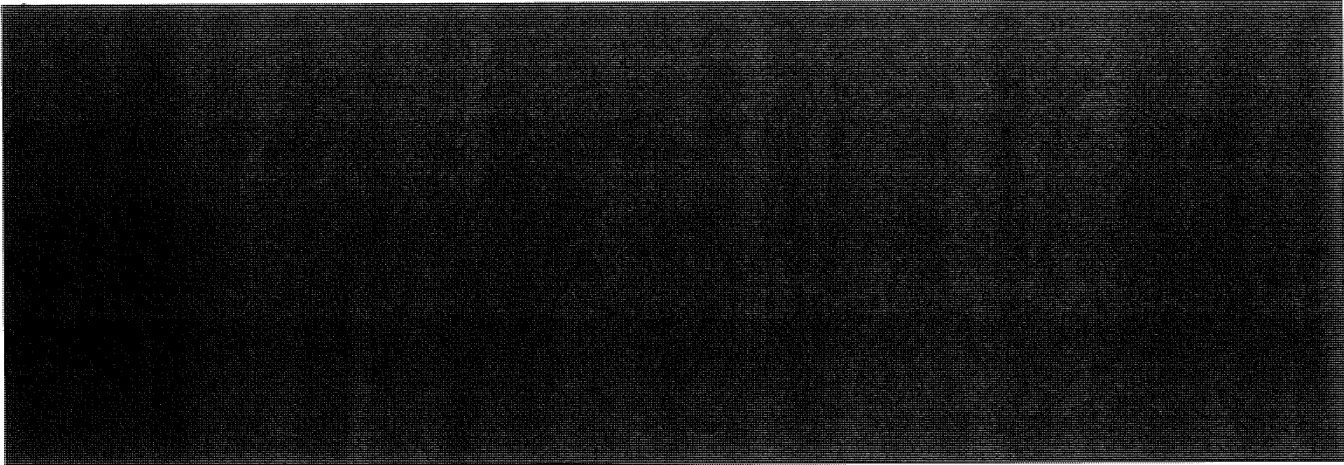
EXHIBIT 2

Ashley Ferrel

From: Kendelee Works <kworks@christiansenlaw.com>
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Simon v. Edgeworth et al: underlying client file
Attachments: Edgeworth Stipulated Protective Order.pdf; ATT00001.txt

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.



From: Patricia Lee <plee@hutchlegal.com>
Date: May 19, 2020 at 12:01:58 AM PDT
To: Kendelee Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain <jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendele: With respect to the Edgeworth defendants, they are presumably bound by the protective order and are absolutely entitled to receive all of the information that makes up their legal file per NRS 7.055. As they are parties to the Protective Order, which does not prevent them from being in possession of this information, we once again maintain that the entirety of the file must be produced prior to the expiration of the 5-day notice. As counsel for the Edgeworths, we will analyze the information produced (once it's finally produced) to determine which portions are arguably within the scope of the executed Protective Order and will conduct ourselves accordingly. In short, the Protective Order cannot be an excuse for withholding the entirety of the file. In closing, we will expect the entirety of the file prior to the expiration of the 5-day notice. Thank you.

Best regards,

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

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Sunday, May 17, 2020 4:24 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Simon v. Edgeworth et al: underlying client file

Patricia,

We are in receipt of your Notice of Intent to Bring Motion to Compel Production of Legal File Per NRS 7.055(2). Please note that because the client has not paid for the services rendered, a retaining lien exists under the law. Additionally, the 16.1 conference in this case has not taken place (to date, no Defendant has filed an answer) and thus, Plaintiffs are not yet obligated to produce any documents in the instant litigation. That aside, we are nevertheless willing to work with you and produce the file. Simon Law has expended substantial time getting the file ready and because it is so large, they had to purchase an external hard drive. However, it has come to our attention there exists information in the file that is subject to a protective order that must be addressed prior to disclosure. Please find attached the protective order for the underlying litigation with Viking and Lange. Specifically, please review the notice provision requiring that we notify the underlying defendants of any production of these materials prior to releasing the subject documents. The fact that you are not bound by the protective order, of

course, raises concerns. If you have any input on addressing these matters in a professional manner, please let us know at your earliest convenience.

Patricia Lee

Partner

[HS

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HUTCHISON & STEFFEN, PLLC

(702) 385-2500

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhutchlegal.com&c=E,1,cRiERkp9asyMf9da1Eez-TkgyK9xpnev6jW1kBUxNGSQ7cJZAAf0EKBhFMNQHsKhI6rX-ptGKeMd8xfV4NB0UYGVvmSmzkNNxc3HE4osCK4r3D8u&typo=1>

<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hutchlegal.com&c=E,1,3TXgyyYy7g-PD4-eUB1t_oi-3GheG5gB_gVQouOEXbzZEBZUwcxggb6A5D0bIhHeBbegA6OhVIIJ09SNGOku5B6neVVHI1h2LorQQw9YpGSHF3Vgh2U1VxlNee8,&typo=1>

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Ashley Ferrel

From: Kendelea Works <kworks@christiansenlaw.com>
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file
Attachments: Exhibit A.pdf; ATT00001.htm

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW



From: Patricia Lee <plee@hutchlegal.com>
Date: May 22, 2020 at 4:40:31 PM PDT
To: Kendelea Works <kworks@christiansenlaw.com>
Cc: "Peter S. Christiansen" <pete@christiansenlaw.com>, Jonathan Crain
<jcrain@christiansenlaw.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file

Kendelea: Please arrange to have the file mailed directly to Mr. Edgeworth at the following address:

Brian Edgeowrth
American Grating
1191 Center Point Drive
Henderson, Nevada 89074

You may send the bill for the carrier or postage to my attention for payment, or, alternatively, we can arrange for Fed Ex to pick it up for delivery directly to Mr. Edgeworth, whichever you prefer. As we will not be receiving any portion of the file, my firm does not need to execute a wholesale agreement with respect to the Protective Order. In any event, the terms of the Protective Order itself mandates that Mr. Simon's office return or destroy all CONFIDENTIAL information produced within 60 days of the conclusion of the dispute. My understanding is that the underlying dispute has been concluded for some time. It is therefore unclear what documents you would even still have in your possession that would be deemed "Protected."

In any event, we will not be dispatching anyone to your office as we are carefully minimizing our staff's exposure to third party situations in light of COVID. Please let me know if you would like us to arrange Fed Ex pick up for delivery to Mr.

Edgeworth. Otherwise, please have it mailed via carrier to Mr. Edgeworth and send us the bill for such delivery. Thank you.

Best regards,

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 3:40 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee <PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 10:15 AM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

To be clear, are you refusing to sign off on the Acknowledgment and be bound by the protective order?

On May 22, 2020, at 9:51 AM, Patricia Lee
<PLee@hutchlegal.com> wrote:

Kendeleee: You may produce the protected portions of the Edgeworth's file (which, based on the definitions set forth in the Protective Order are likely limited) directly to them as they are under the protective order. We will expect full production of the Edgeworth's legal file today. Thank you.

Best regards,

From: Kendeleee Works [mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Peter S. Christiansen <pete@christiansenlaw.com>; Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

Patricia,

We understand that the Edgeworths are a party to the Protective Order and thus, bound by its terms. However, section 7.1 makes clear that a party in receipt of protected materials may only use such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW

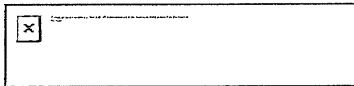
Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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Patricia Lee
Partner



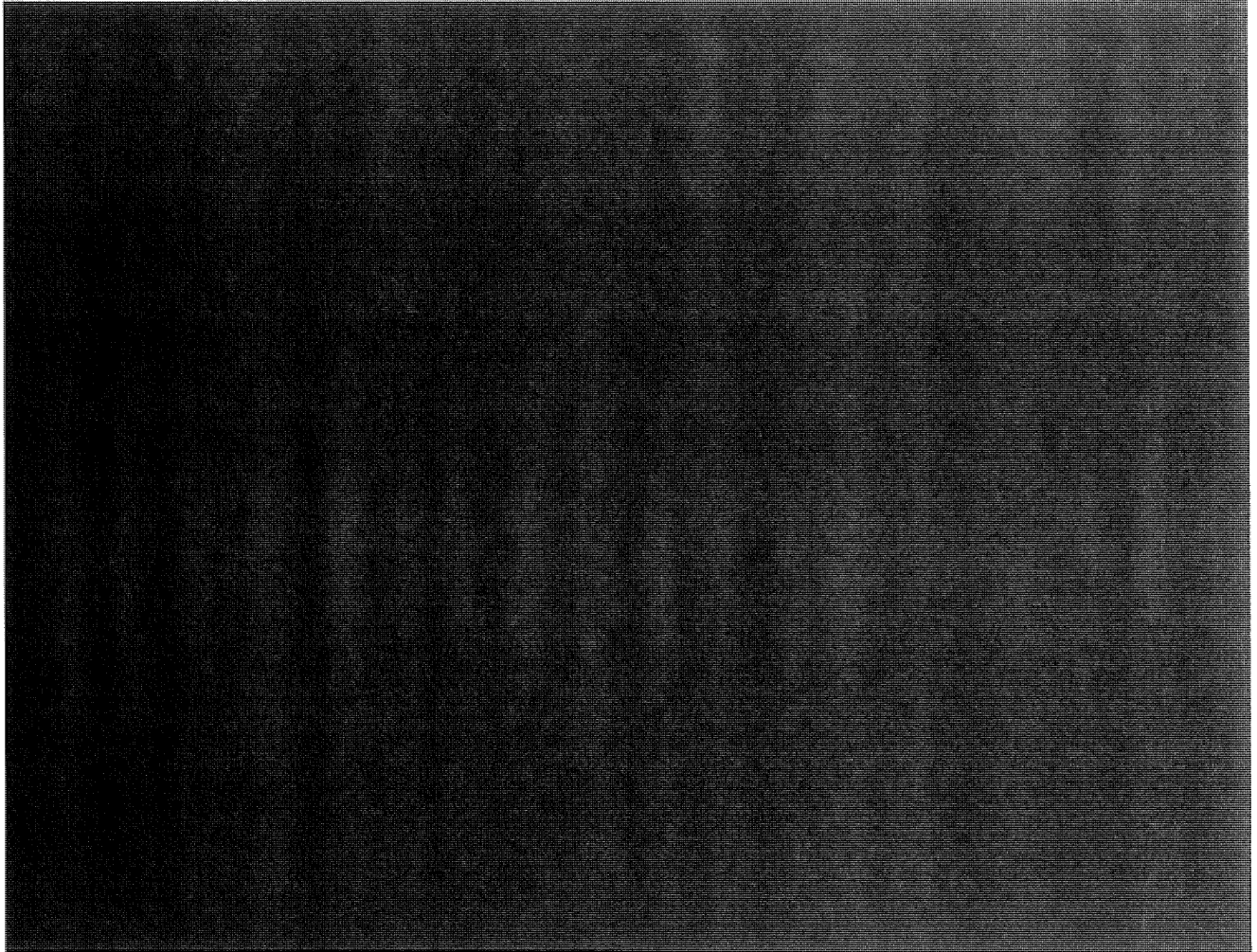
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Patricia Lee
Partner



HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com



From: Patricia Lee <PLee@hutchlegal.com>
Subject: RE: Simon v. Edgeworth et al: underlying client file
Date: May 27, 2020 at 2:37:51 PM PDT
To: "Peter S. Christiansen" <pete@christiansenlaw.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>, Kendelee Works
<kworks@christiansenlaw.com>

Mr. Christiansen: We will inform our client that their attorney file, sans documents clearly marked "Confidential," should be received by them shortly. It is my understanding that the "action" to which the Protective Order pertains is the underlying products defect action, not the unrelated attorneys' lien matter which involves different parties and different issues. It is therefore perplexing that you still consider the litigation to which the Protective Order clearly applies, to still be "ongoing." In any event, I appreciate your office finally agreeing to turn over those parts of the file that are not deemed "Confidential," (which is what I suggested at the outset when initially confronted with the "Protective Order") and depositing the balance

with the Court. As for my comment, "I'm not refusing anything," it was not an agreement that I would sign a blanket protective order with language subjecting my firm to liability. If you read the rest of my email, it was actually me that was trying to seek clarification about your firm's position with respect to the Edgeworths' legal file (which was to be produced by the 14th per the agreement of the parties).

As for my demands and threats, they are neither baseless nor "threatening." It is your firm's actions that have triggered the need for repeated extra-judicial intervention by my firm. Indeed, right out of the gate your firm, after waiting 3 months to serve a complaint, ran to court with your "hair on fire" demanding that my clients turn over all of their personal electronic devices for full imaging by a third party, with absolutely zero explanation as to the "emergency" or any explanation as to why extraordinary protocols were even warranted. When I asked about it during our call, you retorted that "this was not the time nor place to discuss these issues." When presented with a different preservation protocol, that still contemplated full imaging of "all" electronic devices, I followed up with a series of clarifying questions, which have gone unanswered by your firm to date.

Next, your firm files a completely untenable opposition to Ms. Carteen's routine *pro hac vice* application, which I tried to resolve with your associate outside of the need for further motion practice, which attempts were solidly rebuffed by your office.

Finally, the simple act of providing a former client with his or her file has somehow become unnecessarily complicated by the introduction of a "Protective Order" which your office insisted that my firm execute prior to the production of the same. The Edgeworths are absolutely entitled to their legal file without the need to propound discovery. Thank you for finally agreeing to send it.

It is clear that your office is taking a scorched earth approach to this litigation in an attempt to inflate costs and wage a war of attrition. Mr. Simon, who is likely the author of many if not all of the pleadings and papers being generated on your end, has the luxury of being an attorney and can therefore better manage and control costs

on his end, and use his abilities to vexatiously multiply the proceedings to the material detriment of my clients.

As I have stated from the first time that you and I spoke on the phone, it is always my goal to work cooperatively with opposing counsel so long as doing so does not prejudice my client. Reciprocally, I would expect the same professionalism on the other end. Thanks Peter.

Best regards,

From: Peter S. Christiansen [<mailto:pete@christiansenlaw.com>]
Sent: Wednesday, May 27, 2020 12:57 PM
To: Patricia Lee <PLee@hutchlegal.com>
Cc: Jonathan Crain <jcrain@christiansenlaw.com>; Kendelea Works <kworks@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client file

Ms. Lee:

Your erratic and inconsistent emails make responding rationally difficult. You first demanded we turn the Edgeworth file over to you ASAP and followed with a series of threats. When we agreed to turn over the file but noted there was a protective order in place you responded that because your client is bound by the order there should be no issue providing you with the entire file, including the confidential protected material. We then pointed out that use of the confidential material was limited to the underlying litigation and counsel of record in that particular case, which you were not. You then stated you were not refusing to "sign anything," seemingly indicating you would sign the Acknowledgement and agreement to be bound. When we sent the Stip for you to sign you then pivoted and DEMANDED we send the entire file to the Edgeworths via mail b/c your office is observing covid protocol (which is funny in light of your ridiculous timed demands for the file forcing my office to work).

While we are willing to provide the Edgeworth's with their file (despite that discovery has not yet begun and there remains a charging lien in place), my client is bound by a protective order which it has become apparent you are attempting to circumvent (perhaps in an attempt to conjure up another baseless counterclaim or frivolous accusations against my client). Further, you stated that it was your understanding that the underlying dispute has been concluded for some time and you are unclear what documents we would have in our possession that would be deemed "protected." Your understanding is incorrect. Pursuant to the protective order, these documents are only supposed to be destroyed within 60 days of the final

disposition of the "action." Since the fee dispute litigation is ongoing, these documents have not been destroyed.

As a result, we will mail the Edgeworths the file without the protected confidential material. If you want to sign the Acknowledgment and agree to be bound, we will produce the entire file. Short of that, we intend to deposit the balance of the file with the clerk and seek the court's guidance as to how to proceed. That will of course require input from counsel for both Lange and Viking (Mr. Parker and Mr. Henriod).

Lastly, please refrain from any further baseless demands, threats and personal attacks in this matter. We prefer to proceed professionally so that we may all litigate this case on the merits.

Thanks,

PSC

Peter S. Christiansen, Esq.
Christiansen Law Offices
810 S. Casino Center Boulevard
Las Vegas, NV 89101
Phone (702) 240-7979
Fax (866) 412-6992

This email is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering the email to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

From: Patricia Lee <PLee@hutchlegal.com>
Sent: Wednesday, May 27, 2020 8:52 AM
To: Kendelea Works
Cc: Peter S. Christiansen; Jonathan Crain
Subject: Re: Simon v. Edgeworth et al: underlying client file

Please confirm that you have mailed the Edgeworth's legal file.

Best regards,

Sent from my iPhone

On May 22, 2020, at 3:40 PM, Kendelee Works
<kworks@christiansenlaw.com> wrote:

The file is ready for pick-up by the Edgeworth's. Please sign and return the Acknowledgment sent this morning prior to having the file picked up so that we may release it without any concerns for our respective clients. The file can be picked up any time before 5:00 p.m. at 810 S. Casino Center Blvd, Las Vegas, Nevada 89101.

Please note that Simon Law has retained internal emails based on relevancy, work product privilege and proportionality. Additionally, at the request of Mr. Parker, the Lange Plumbing Tax Returns are not being produced. If you have additional concerns, you may reach me on my cell anytime: (702) 672-8756.

On May 22, 2020, at 10:28 AM, Patricia Lee
<PLee@hutchlegal.com> wrote:

I'm not refusing anything. I'm asking you to please produce my clients' file to them as requested over a month ago. Also, as you know, Lisa is not yet counsel of record on this matter so I'm not sure why you need her signature.

So, to be clear, you will produce the entirety of my clients' legal file today, if I sign the protective order? Alternatively, I would expect that you could produce the non-"confidential" portions of their file without any issues, either way. Thanks!

Best regards,

From: Kendelee Works
[<mailto:kworks@christiansenlaw.com>]
Sent: Friday, May 22, 2020 10:15 AM
To: Patricia Lee <PLee@hutchlegal.com>

Cc: Peter S. Christiansen <pete@christiansenlaw.com>;
Jonathan Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al: underlying client
file

To be clear, are you refusing to sign off on the
Acknowledgment and be bound by the protective
order?

On May 22, 2020, at 9:51 AM,
Patricia Lee
<PLee@hutchlegal.com> wrote:

Kendeleee: You may produce
the protected portions of the
Edgeworth's file (which, based
on the definitions set forth in
the Protective Order are likely
limited) directly to them as
they are under the protective
order. We will expect full
production of the Edgeworth's
legal file today. Thank you.

Best regards,

From: Kendeleee Works
[mailto:kworks@christiansenlaw.com]
Sent: Friday, May 22, 2020 9:40 AM
To: Patricia Lee
<PLee@hutchlegal.com>
Cc: Peter S. Christiansen
<pete@christiansenlaw.com>; Jonathan
Crain <jcrain@christiansenlaw.com>
Subject: Re: Simon v. Edgeworth et al:
underlying client file

Patricia,

We understand that the Edgeworths
are a party to the Protective Order
and thus, bound by its
terms. However, section 7.1 makes
clear that a party in receipt of
protected materials may only use

such documents for prosecuting, defending or attempting to settle the underlying litigation. Confidential protected material may only be disclosed to a party's counsel of record in the underlying litigation. See Section 7.2. Accordingly, despite that we have not not received any formal subpoena or document request, we nevertheless contacted the underlying defendants with notice of your request for the protected material. Mr. Parker for Lange Plumbing requested that we not disclose the non-construction documents in the production. Mr. Henriod is contacting his client for further direction prior to disclosure. We anticipate they will require at a minimum, that you and Ms. Carteen execute the Acknowledgment and Agreement to be Bound, which is attached hereto for your reference. Please promptly let us know whether you are willing to sign the Acknowledgment and if so, sign and return executed copies as soon as possible.

We would prefer to resolve this issue amicably and in compliance with the parties' respective obligations under the underlying protective order. However, if you insist upon motion practice, pursuant to NRS 7.055(3), we will deposit the file with the clerk so the Court may adjudicate the Edgeworth's rights to the file, a significant portion of which constitutes confidential, protected material. Please let us know how you wish to proceed.

Thank you,
KLW

Patricia Lee
Partner

☒

HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized.

Patricia Lee
Partner

☒

HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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Patricia Lee
Partner

☒

HUTCHISON & STEFFEN, PLLC
(702) 385-2500
hutchlegal.com

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Patricia Lee
Partner

EXHIBIT 3

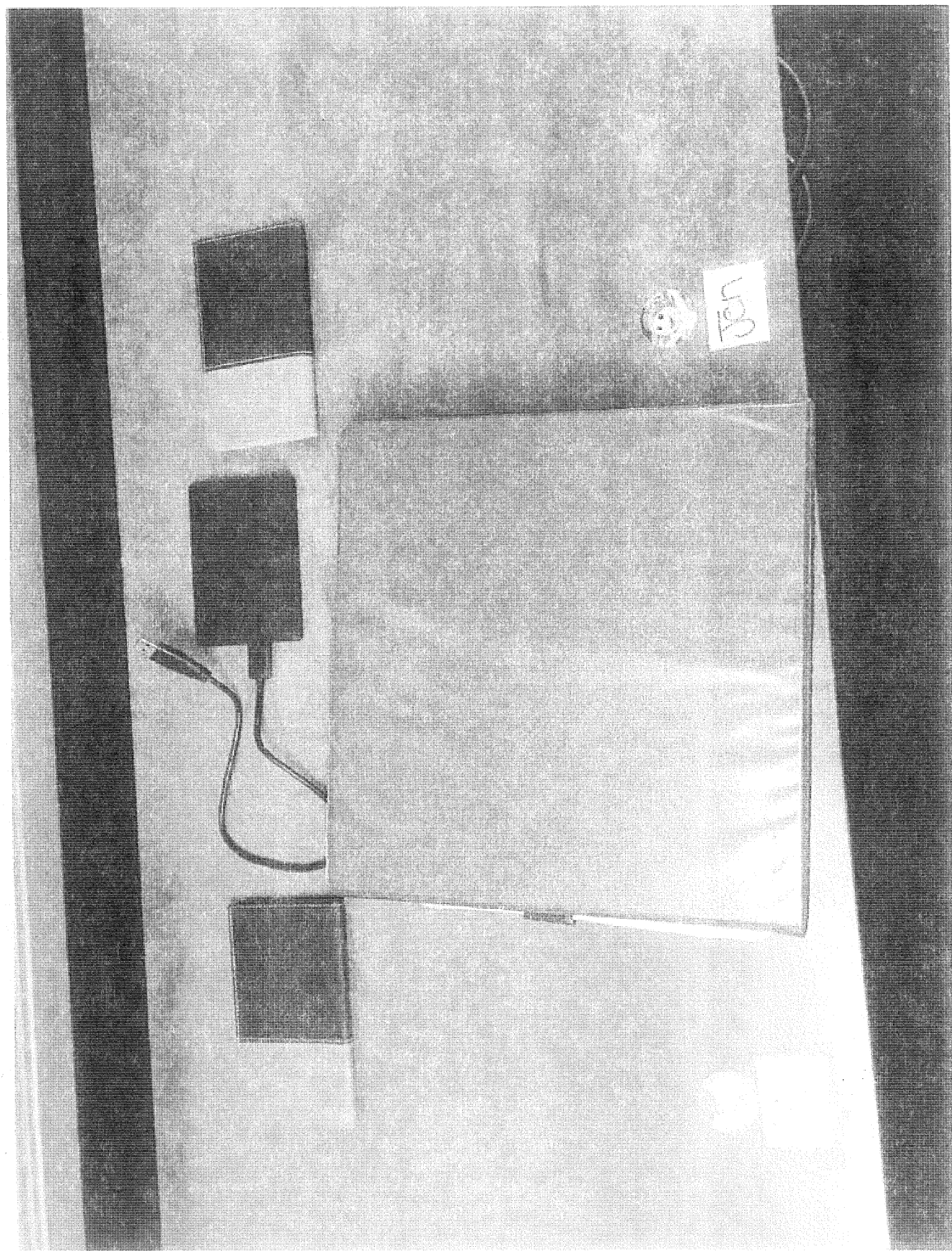


EXHIBIT 4



Dear Customer,

The following is the proof-of-delivery for tracking number: 393277379817

Delivery Information:

Status:	Delivered	Delivered To:	
Signed for by:	M.BRIAN	Delivery Location:	
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; No Signature Required		HENDERSON, NV,
		Delivery date:	May 28, 2020 10:16

Shipping Information:

Tracking number:	393277379817	Ship Date:	May 27, 2020
		Weight:	
Recipient:		Shipper:	
HENDERSON, NV, US,		LAS VEGAS, NV, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

AA0745



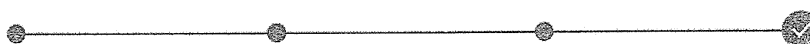
TRACK ANOTHER SHIPMENT

393277379817

ADD NICKNAME



Delivered
Thursday, May 28, 2020 at 10:16 am



DELIVERED

Signed for by: M.BRIAN

GET STATUS UPDATES

OBTAIN PROOF OF DELIVERY

FROM

LAS VEGAS, NV US

TO

HENDERSON, NV US

Travel History

TIME ZONE

Local Scan Time



Thursday, May 28, 2020

10:16 AM

HENDERSON, NV

Delivered

Shipment Facts

TRACKING NUMBER

393277379817

SERVICE

FedEx Priority Overnight

SPECIAL HANDLING SECTION

Deliver Weekday, No Signature Required

SHIP DATE

5/27/20 ?

ACTUAL DELIVERY

5/28/20 at 10:16 am

EXHIBIT 5

AA0747

MORRIS LAW GROUP

ATTORNEYS AT LAW

801 S. RANCHO DR., STE. B4
LAS VEGAS, NV 89106
TELEPHONE: 702/474-9400
FACSIMILE: 702/474-9422
WEBSITE: WWW.MORRISLAWGROUP.COM

May 4, 2021

VIA EMAIL: jim@jchristensenlaw.com

James R. Christensen
601 S. 6th Street
Las Vegas, NV 89101

Re: *Eighth Judicial District Court Case No. A-16-738444-C*

Dear Jim:

As discussed in our call, please consider this formal demand, pursuant to NRS 7.055, that your client provide mine with the complete client file in the above-referenced case. I understand Mr. Simon (or someone on his behalf) previously provided portions of the file to Mr. Edgeworth, however, the file provided is incomplete.

Among the items missing are all attachments to emails included in the production, all correspondence, including email, with third-parties regarding the settlement of the Viking and Lange Plumbing claims, other drafts of the settlement agreements, communications regarding experts, including the expert reports themselves, all research conducted and/or research memos prepared on behalf of and paid by my clients.

NRS 7.055 is unambiguous that an attorney must, "upon demand and payment of the fee due from the client, deliver to the client all papers, documents, pleadings, and ~~items of~~ tangible personal property which belong to *or were prepared for that client.*"

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely, -


Rosa Solis-Rainey

AA0748

EXHIBIT 6

James R. Christensen Esq.
601 S. 6th Street
Las Vegas, NV 89101
Ph: (702)272-0406 Fax: (702)272-0415
E-mail: jim@jchristensenlaw.com

May 7, 2021

Via E-Mail

Rosa Solis-Rainey
Morris Law Group
801 S. Rancho Drive Suite B4
Las Vegas, NV 89106
rsr@morrislawgroup.com

Re: Edgeworth v. Viking and related matters

Dear Ms. Solis-Rainey:

Thank you for your letter of May 4, 2021, concerning the case file. At the outset, it is doubtful that NRS 7.055 applies because the full fee has not yet been paid, and recent motion practice may further delay payment of the fee. That said, as discussed last year, my client is willing to reasonably comply within the bounds of the law, which has been done.

There was a good deal of discussion last year regarding the impact of a non-disclosure agreement (NDA) on providing discovery information and expert reports which relied upon, cited to, and incorporated discovery subject to the NDA. I was not involved in the file production last year, but I have reviewed the correspondence. A fair reading seems to be that the NDA counterparties reaffirmed their position, the Edgeworths and their counsel declined to be bound by the NDA, and as a result it was agreed that items subject to an NDA would not be provided. If there has been a change in position on being bound by an NDA, or if you want to discuss the prior agreement, please let me know.

I need some clarification on the email attachment request. There are thousands of emails. Many emails repeat the same attachment in a forward or a reply. Further, it is believed that all the attachments have been provided, although multiple copies have not been provided each as a specific attachment to a particular email. For example, please review the first motion for reconsideration filed this year and the opposition. Your client argued that a stipulation and order attached to an email had been intentionally withheld. Of course, the argument was groundless. The stipulation and order had been signed by the court and was a matter of public record and is in the file produced. At some point, reasonableness and proportionality must be considered. Perhaps if you could provide some specificity.

I will confer with my client on the research and draft settlement agreements and get back to you.

Lastly, the file is quite large, I would be surprised if no gaps existed.

I will speak with my client and provide a further response per above next week. Please clarify your NDA position and provide some specificity to the attachment request.

I believe that covers all the areas raised. If not, please let me know.

Sincerely,

JAMES R. CHRISTENSEN, P.C.

/s/ James R. Christensen

JAMES R. CHRISTENSEN

JRC/dmc
cc: Client(s)

EXHIBIT 7

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

Electronically Filed
Aug 08 2019 11:42 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

EDGEWORTH FAMILY TRUST;
AND AMERICAN GRATING, LLC,

Appellants/Cross Respondents.

vs.

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

Respondents/Cross-Appellants.

Supreme Court Case

**No. 77678 consolidated with No.
78176**

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

vs.

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

Respondents.

APPEAL FROM FINAL JUDGMENTS ENTERED FOLLOWING
EVIDENTIARY HEARING
THE EIGHTH JUDICIAL DISTRICT COURT, CLARK COUNTY, NEVADA
THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

APPELLANTS' OPENING BRIEF



ROBERT D. VANNAH, ESQ.
Nevada State Bar No. 2503
JOHN B. GREENE, ESQ.
Nevada Bar No. 004279
VANNAH & VANNAH
400 South Seventh Street, 4th Floor
Las Vegas, Nevada 89101
*Attorneys for Appellants/Cross
Respondents*
EDGEWORTH FAMILY TRUST;
AND, AMERICAN GRATING, LLC

The District Court further decided Simon was “entitled to a reasonable fee in the amount of \$200,000.” *AA, Vol. 2, 000370-000373*. Appellants contest the District Court’s constructive discharge determination and appeal the its determination of the \$200,000 amount. Why?

Neither the facts nor the law supports a finding of any sort of discharge of Simon by Appellants, constructive or otherwise. Appellants needed him to complete his work on their settlements, and he continued to work and to bill. *AA, Vols. 1 & 2 000301:4-11; 000159-163, 000263-000265*. Plus, the amount of the awarded fees doesn’t have a nexus to reality or the facts. Could there be a better barometer of truth of the reasonable value of Simon’s work in wrapping up the ministerial tasks of the Viking and Lange cases for those five weeks than the work he actually performed? No.

When it became clear to him that his Plan A of a contingency fee wasn’t allowed per NRPC 1.5(c), Simon adopted Plan Zombie (“Z”) by creating a “super bill” that he spent weeks preparing that contains every entry for every item of work that he allegedly performed from May 27, 2016 (plus do-overs; add-ons; mistakes; etc.), through January 8, 2018. *AA, Vols 1 & 2 000053-000267*. It also contains some doozies, like a 23-hour day billing marathon, etc. *Id., Vols 1 & 2 000159-000163; 000263-000265* All of the itemized tasks billed by Simon and Ms. Ferrel (at \$550/\$275 per hour, respectively) for that slim slot of time total **\$33,811.25**. *Id.*

How is it less than an abuse of discretion to morph \$33,811.25 into \$200,000 for five weeks of nothing more than mop up work on these facts?

E. The District Court's Dismissal of Appellants' Amended Complaint

Settlements in favor of Appellants for substantial amounts of money were reached with the two flood defendants on November 30 and December 7, 2017. *AA, Vol 3 000518-3:22-25, 000518-4:1-6*. But Simon wrongfully continued to lay claim to nearly \$1,977,843 of Appellants' property, and he refused to release the full amount of the settlement proceeds to Appellants. *AA, Vols. 1 & 2 000006; 000300*. When Simon refused to release the full amount of the settlement proceeds to Appellants, litigation was filed and served. *AA, Vols. 1 & 2 000014; 000358:10-12*.

Appellants filed an Amended Complaint on March 15, 2018, asserting Breach of Contract, Declaratory Relief, Conversion, and for Breach of the Implied Covenant of Good Faith and Fair Dealing. *AA, Vol. 2 000305*. Eight months later, the District Court dismissed Appellants' Amended Complaint. *Id., 000384:1-4*. In doing so, the District Court ignored the standard of reviewing such motions by disbelieving Appellants and adopting the arguments of Simon. Therefore, Appellants appeal the District Court's decision to dismiss their Amended Complaint. *AA, Vol. 2 000425-000426*.

**F. The District Court's Award of \$50,000 in Attorney's Fees
and \$5,000 in Costs**

After Simon filed a Motion for Attorney's Fees and Costs, the District Court awarded Simon \$50,000 in attorney's fees and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The District Court again ignored the standard of review, believed Simon over Appellants, and held that the conversion claims brought against Simon were maintained in bad faith. *AA, Vol 2 000482:16-23*. The District Court awarded these fees and costs without providing any justification or rationale as to the amounts awarded. *Id., at 000484*. Appellants appealed the District Court's decision to award \$50,000 attorney's fees and \$5,000 costs. *AA, Vol 2 000485-000486*.

G. The Amounts in Controversy

Appellants have no disagreement with the District Court's review of all of Simon's invoices from May 27, 2016, through January 8, 2018. Specifically, it reviewed Simon's bills and determined that the reasonable value of his services from May 27, 2016, through September 19, 2017, was \$367,606.25. *AA, Vol 2000353-000374*. Appellants paid this sum in full. *Id., 000356*. It also determined that the reasonable value of Simon's services from September 20, 2017, through November 29, 2017, was \$284,982.50. *Id., 000366-000369*. Appellants do not dispute this award, either. In reaching that conclusion and award, the District Court

reviewed all, and rejected many, of Simon's billing entries on his "super bill" for a variety of excellent reasons. *Id.*, 000366-000369; 000374.

Appellants do, however, dispute the award of a bonus in the guise of fees of \$200,000 to Simon from November 30, 2017, through January 8, 2018. In using the same fee analysis the District Court applied above, Simon would be entitled to an additional \$33,811.25, which reflects the work he actually admits he performed, for a difference of \$166,188.75. *AA Vols. 1 & 2 000373-000374; 000159-163; 000263-000265*. Appellants also dispute the \$50,000 in fees and \$5,000 in costs awarded to Simon when the District Court wrongfully dismissed Appellants' Amended Complaint, etc.

Finally, Appellants assert that once Simon's lien was adjudicated in the amount of \$484,982.50, with Simon still holding claim to \$1,492,861.30, he is wrongfully retaining an interest in \$1,007,878.80 of Appellants funds. *AA, Vol. 2 000415-000424*. That's an unconstitutional pre-judgment writ of attachment. *Sniadach v. Family Finance Corp. of Bay View*, 395 U.S. 337 (1969).

IV. PROCEDURAL OVERVIEW:

Simon filed a Motion to Adjudicate his \$1,977,843.80 lien on January 24, 2018. *AA, Vols. 1 & 2 000025-000276*. Appellants opposed that Motion. *AA, Vol. 2 000277-000304*. The District Court set an evidentiary hearing over five days on this lien adjudication issue. *AA, Vol. 3 000488*. Appellants argued there was no

basis in fact or law for Simon's fugitive attorney's liens, or his Motion to Adjudicate Attorney's Lien, and that the amount of Simon's lien was unjustified under NRS 18.015(2). *AA, Vol. 2 000284: 21-27*. Appellants further argued that there was in fact an oral contract for fees between Simon and Appellants consisting of \$550/hr for Simon's services that was proved through the testimony of Brian Edgeworth and through the course of consistent performance between the parties from the first billing entry to the last. *Id., 000284-000292*.

The District Court found that Simon asserted a valid charging lien under NRS 18.015. *AA, Vol. 2 000358: 18-28*. The District Court also determined that November 29, 2017, was the date Appellants constructively discharged Simon. *Id.* As a result, the District Court found that Simon was entitled to quantum meruit compensation from November 30, 2017, to January 8, 2018, in the amount of \$200,000. *Id., 000373-000374*.

**A. Simon's Motion to Dismiss Amended Complaint Under
NRS 12(B)(5)**

Simon filed a Motion to Dismiss Appellants' Amended Complaint pursuant to NRCP 12(b)(5). Appellants opposed Simon's Motion and argued that the claims against Simon were soundly based in fact and law. *AA, Vol. 2 000344-000351*. Appellants also stressed that Nevada is a notice-pleading jurisdiction, which the Amended Complaint had clearly met the procedural requirement of asserting "a

short and plain statement of the claim showing that the pleader is entitled to relief....” *NRCP 8(a)(1). AA, Vol. 2 000343.*

However, the District Court chose to believe Simon and dismissed Appellants’ Amended Complaint in its entirety. *AA, Vol. 2 000384.* The District Court noted that after the Evidentiary Hearing and in its Order Adjudicating Attorney’s Lien, no express contract was formed, only an implied contract existed, and Appellants were not entitled to the full amount of their settlement proceeds. *Id.* Yet, whose responsibility was it to prepare and present the fee agreement to the clients—Appellants—for signature? Simon’s. Whose fault—invited error—was it that it wasn’t? Simon’s, of course, as he’s the lawyer in the relationship. *NRPC 1.5(b).* Regardless, the District Court dismissed Appellants’ Amended Complaint. *AA, Vol. 2 000384.* It did so without allowing any discovery and barely eight months after it was filed. *AA, Vol. 2 000381, 000384.*

B. Simon’s Motion for Attorney’s Fees and Costs

Simon filed a Motion for Attorney’s Fees and Costs on December 7, 2018. Appellants opposed Simon’s Motion, arguing their claims against Simon were maintained in good faith. *AA, Vol. 2 000437-000438.* They further argued it would be an abuse of discretion for the District Court to award Simon attorney’s fees when such fees were substantially incurred as a result of the evidentiary hearing to adjudicate Simon’s own lien and conduct, namely his exorbitant \$1,977,843.80

attorney's lien. *AA, Vol. 2 000432-000435*. The District Court awarded Simon \$50,000 in fees under NRS 18.010 (2)(b), and \$5,000 in costs, but providing no explanation in its Order as to the amount of the award. *Id.*

V. STANDARD OF REVIEW:

A. Adjudicating Attorney's Liens - Abuse of Discretion:

A district court's decision on attorney's lien adjudications is reviewed for abuse of discretion standard. *Frank Settelmeier & Sons, Inc. v. Smith & Harmer, Ltd.*, 124 Nev. 1206, 1215 (2008). An abuse of discretion occurs when the court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

B. Motions to Dismiss – de novo Review

An order on a motion to dismiss is reviewed de novo. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). De novo review requires a matter be considered anew, as if it had not been heard before and as if no decision had been rendered previously. *United States v. Silverman*, 861 F.2d 571, 576 (9th Cir.1988).

C. Motions for Attorney's Fees and Costs – *Abuse of Discretion*

A district court's decision on an award of fees and costs is reviewed for an abuse of discretion. *Gunderson v. D.R. Norton, Inc.*, 130 Nev. 67, 319 P.3d 606, 615 (2014); *LVMPD v. Yeghiazarian*, 129 Nev. 760, 766, 312 P.3d 503, 508 (2013). An abuse of discretion occurs when the district court bases its decision on a clearly erroneous factual determination or it disregards controlling law. *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004) (holding that relying on factual findings that are “clearly erroneous or not supported by substantial evidence” can be an abuse of discretion (internal quotations omitted)). *MB Am., Inc. v. Alaska Pac. Leasing*, 367 P.3d 1286, 1292 (2016).

VI. SUMMARY OF ARGUMENTS:

There was no basis in fact or law for the content of Simon's fugitive lien, as its amount was never *agreed upon* by the attorney and the client under NRS 18.015(2). *Id.* In fact, there was a clear fee agreement between Appellants and Simon whereby Simon was to represent Appellants in the flood lawsuit in exchange for an hourly fee of \$550. *Id.* Upon settlement of the underlying case, when Simon refused to hand over Appellants' settlement funds post lien-adjudication, effectively retaining \$1,492,861.30 of Appellants' undisputed funds, a conversion of Appellants' settlement funds had taken place. And still does today.

Reviewing the District Court's Order Dismissing Appellants' Amended Complaint *de novo*, it is clear the District Court committed reversible legal error when it: 1.) Used the wrong legal standard when analyzing the Amended Complaint; 2.) Failed to accept all of Appellants' factual allegations in the complaint as true; and, 3.) Failed to draw all inferences in favor of Appellants. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). Rather than follow the law, the District Court did just the opposite here by ignoring the law, believing Simon's story, and drawing all inference in favor of Simon. That can't be allowed to stand.

To make the abuse of discretionary matters worse, when Simon moved for attorney's fees and costs on December 7, 2018, the District Court wrongfully awarded Simon another \$50,000 pursuant to NRS 18.010(2)(b), and \$5,000 in costs. *AA, Vol. 2 000484:1-2*. The \$50,000 award was a manifest abuse of discretion, as it was predicated on the District Court's: 1.) Abuse of discretion by dismissing Appellants' Amended Complaint in the first place by applying the exact opposite standard of ignoring Appellants' allegations and inferences and believing Simon; 2.) Inaccurately finding that Appellants' conversion claim was maintained in bad faith; and, 3.) Failure to consider the *Brunzell* factors. *Hornwood v. Smith's Food King No. 1*, 807 P2d 209 (1991) And in its Order awarding \$50,000 in fees

VIII. CONCLUSION/ RELIEF SOUGHT:

The District Court committed clear and reversible error when it applied the wrong standard in considering Simon's Motion to Dismiss. When it should have considered all of Appellants' allegations and inferences as true, the District Court did just the opposite and believed Simon.

The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$50,000 in fees and \$5,000 in costs while dismissing Appellants' Amended Complaint, a pleading that never should have been dismissed to begin with. Even so, these fees were awarded without the requisite analysis that Nevada law requires.

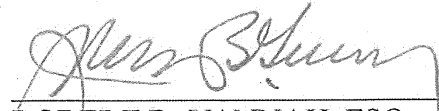
The District Court also committed clear and reversible error and abused its discretion in awarding Simon an additional \$200,000 in fees under the guise of the equitable remedy of quantum meruit and its plus one, an attorney's "charging" lien. The facts are clear that Simon was never discharged and never acted as such, at least through the conclusion of the flood litigation. Instead, he continued to work the case through January 8, 2018, continued to represent Appellants, completed the ministerial work to close out the flood case, and billed for all his efforts.

Plus, quantum meruit is an equitable remedy and equity requires clean hands. *In re De Laurentis Entertainment Group*, 983 F.3d 1269, 1272 (1992);

requires every assertion in the brief regarding matters in the record to be supported by a reference to the page of the reporter's transcript or appendix, where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 8th day of August, 2019.

VANNAH & VANNAH



ROBERT D. VANNAH, ESQ.

Nevada Bar No. 002503

JOHN GREENE, ESQ.

Nevada Bar No. 004279

400 South Seventh Street, Fourth Floor

Las Vegas, Nevada 89101

(702) 369-4161

CERTIFICATE OF SERVICE

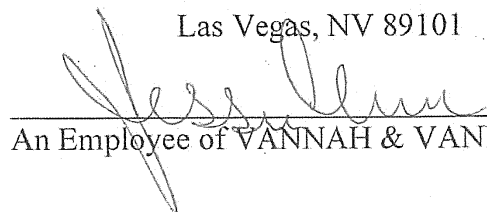
Pursuant to the provisions of NRAP, I certify that on the 8th day of August, 2019, I served **APPELLANTS' OPENING BRIEF** on all parties to this action, electronically, as follows:

James R. Christensen, Esq.

JAMES R. CHRISTENSEN, P.C.

601 S. 6th Street

Las Vegas, NV 89101



An Employee of VANNAH & VANNAH

EXHIBIT 8

1 **ORD**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**

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

8 Plaintiffs,

9 vs.

CASE NO.: A-18-767242-C

DEPT NO.: XXVI

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

14 Defendants.

Consolidated with

CASE NO.: A-16-738444-C

DEPT NO.: X

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

17 Plaintiffs,

18 vs.

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

21 Defendants.

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

22
23 **DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN**

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

Hon. Tierra Jones
DISTRICT COURT JUDGE

DEPARTMENT TEN
LAS VEGAS, NEVADA 89155

AA0767

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

7
8 **FINDINGS OF FACT**

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

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

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

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

27 5. On June 14, 2016, a complaint was filed in the case of Edgeworth Family Trust; and
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1 American Grating LLC vs. Lange Plumbing, LLC; the Viking Corporation; Supply Network Inc.,
2 dba Viking Supplynet, in case number A-18-738444-C. The cost of repairs was approximately
3 \$500,000. One of the elements of the Edgeworth's damages against Lange Plumbing LLC ("Lange")
4 in the litigation was for reimbursement of the fees and costs that were paid by the Edgeworths.

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

10 We never really had a structured discussion about how this might be done.
11 I am more that happy to keep paying hourly but if we are going for punitive
12 we should probably explore a hybrid of hourly on the claim and then some
13 other structure that incents both of us to win an go after the appeal that these
scumbags will file etc.

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

15 I could also swing hourly for the whole case (unless I am off what this is
16 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.

17 I doubt we will get Kinsale to settle for enough to really finance this since I
18 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?

19
20 (Def. Exhibit 27).

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

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

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

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

15 11. The amount of attorney's fees in the four (4) invoices was \$367,606.25, and
16 \$118,846.84 in costs; for a total of \$486,453.09.¹ These monies were paid to Daniel Simon Esq. and
17 never returned to the Edgeworths. The Edgeworths secured very high interest loans to pay fees and
18 costs to Simon. They made Simon aware of this fact.

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

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

25 14. Also on November 15, 2017, Brian Edgeworth sent an email to Simon asking for the
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27 ¹ \$265,677.50 in attorney's fees for the services of Daniel Simon; \$99,041.25 for the services of Ashley Ferrel; and
28 \$2,887.50 for the services of Benjamin Miller.

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

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

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

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

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

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

21 (Def. Exhibit 43).

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

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

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

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

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

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

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

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

16 17 CONCLUSION OF LAW

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

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

23 NRS 18.015(1)(a) states:

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

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

27 Nev. Rev. Stat. 18.015.
28

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

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

13 14 *Fee Agreement*

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

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

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

14 (Def. Exhibit 27).

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

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

26 *Constructive Discharge*

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

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

- 1 • Suing an attorney creates constructive discharge. See Tao v. Probate Court for the Northeast
2 Dist. #26, 2015 Conn. Super. LEXIS 3146, *13-14, (Dec. 14, 2015). See also Maples v.
3 Thomas, 565 U.S. 266 (2012); Harris v. State, 2017 Nev. LEXIS 111; and Guerrero v. State,
4 2017 Nev. Unpubl. LEXIS 472.
- 5 • Taking actions that preventing effective representation creates constructive discharge.
6 McNair v. Commonwealth, 37 Va. App. 687, 697-98 (Va. 2002).

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

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

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

- 22 a) ...
23 b) ...
24 c) Client agrees that his attorneys will work to consummate a settlement of
25 \$6,000,000 from the Viking entities and any settlement amount agreed to be
26 paid by the Lange entity. Client also agrees that attorneys will work to reach
27 an agreement amongst the parties to resolve all claims in the Lange and
28 Viking litigation.

29 Id.

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

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

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

18 Id.

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

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

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

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

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

27 //

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

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

5 NRS 18.015 states:

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

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

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

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

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

21 4. A lien pursuant to:

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

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

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

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

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

1 Nev. Rev. Stat. 18.015.

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

9
10 *Implied Contract*

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

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

24 Simon produced evidence of the claims for damages for his fees and costs pursuant to NRC
25 16.1 disclosures and computation of damages; and these amounts include the four invoices that were
26 paid in full and there was never any indication given that anything less than all the fees had been
27 produced. During the deposition of Brian Edgeworth it was suggested, by Simon, that all of the fees
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1 had been disclosed. Further, Simon argues that the delay in the billing coincides with the timing of
2 the NRCP 16.1 disclosures, however the billing does not distinguish or in any way indicate that the
3 sole purpose was for the Lange Plumbing LLC claim. Since there is no contract, the Court must
4 look to the actions of the parties to demonstrate the parties' understanding. Here, the actions of the
5 parties are that Simon sent invoices to the Edgeworths, they paid the invoices, and Simon Law
6 Office retained the payments, indicating an implied contract was formed between the parties. The
7 Court find that the Law Office of Daniel Simon should be paid under the implied contract until the
8 date they were constructively discharged, November 29, 2017.

9
10 *Amount of Fees Owed Under Implied Contract*

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

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

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

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

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

20 The amount of attorney’s fees and costs for the period beginning in June of 2016 to
21 December 2, 2016 is \$42,564.95. This amount is based upon the invoice from December 2, 2016
22 which appears to indicate that it began with the initial meeting with the client, leading the court to
23 determine that this is the beginning of the relationship. This invoice also states it is for attorney’s
24 fees and costs through November 11, 2016, but the last hourly charge is December 2, 2016. This
25 amount has already been paid by the Edgeworths on December 16, 2016.²

27 ²There are no billing amounts from December 2 to December 4, 2016.

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

4 The amount of attorney's fees for the period of April 5, 2017 to July 28, 2017, for the
5 services of Daniel Simon Esq. is \$72,077.50. The amount of attorney's fees for this period for
6 Ashley Ferrel Esq. is \$38,060.00. The amount of costs outstanding for this period is \$31,943.70.
7 This amount totals \$142,081.20 and is based upon the invoice from July 28, 2017. This amount has
8 been paid by the Edgeworths on August 16, 2017.³

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

15 From September 19, 2017 to November 29, 2017, the Court must determine the amount of
16 attorney fees owed to the Law Office of Daniel Simon.⁴ For the services of Daniel Simon Esq., the
17 total amount of hours billed are 340.05. At a rate of \$550 per hour, the total attorney's fees owed to
18 the Law Office for the work of Daniel Simon Esq. is \$187,027.50. For the services of Ashley Ferrel
19 Esq., the total amount of hours billed are 337.15. At a rate of \$275 per hour, the total attorney's fees
20 owed to the Law Office for the work of Ashley Ferrel Esq. from September 19, 2017 to November
21 29, 2017 is \$92,716.25.⁵ For the services of Benjamin Miller Esq., the total amount of hours billed
22 are 19.05. At a rate of \$275 per hour, the total attorney's fees owed to the Law Office for the work
23 of Benjamin Miller Esq. from September 19, 2017 to November 29, 2017 is \$5,238.75.⁶

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

25
26 ³ There are no billings from July 28 to July 30, 2017.

⁴ There are no billings for October 8th, October 28-29, and November 5th.

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

28 ⁶ There is no billing from September 19, 2017 to November 5, 2017.

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

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

5
6 *Costs Owed*

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

14
15 *Quantum Meruit*

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

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

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

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

18 *1. Quality of the Advocate*

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

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

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

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

9 *3. The Work Actually Performed*

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

18 *4. The Result Obtained*

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

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

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

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

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

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

10 (3) The fee customarily charged in the locality for similar legal
11 services;

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

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

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

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

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

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

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

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

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

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

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

11 NRCP 1.5.

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

23 CONCLUSION

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

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

9
10 **ORDER**

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

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

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17 _____
18 DISTRICT COURT JUDGE
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1 CERTIFICATE OF SERVICE

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

6 Electronically served on all parties as noted in the Court's Master Service List
7 and/or mailed to any party in proper person.
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12 Tess Driver
13 Judicial Executive Assistant
14 Department 10
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EXHIBIT 9

AA0790

1 RTRAN

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5 EDGEWORTH FAMILY TRUST,

6 Plaintiff,

7 vs.

8 LANGE PLUMBING, LLC,

9 Defendant.

CASE NO. A-16-738444-C

DEPT. X

10 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE

11 TUESDAY, FEBRUARY 20, 2018

12
13 **RECORDER'S PARTIAL TRANSCRIPT OF HEARING**
14 **STATUS CHECK: SETTLEMENT DOCUMENTS**
15 **DEFENDANT DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO**
16 **ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL**
17 **SIMON PC; ORDER SHORTENING TIME**

18 APPEARANCES:

19 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

20 For the Defendant:

THEODORE PARKER, ESQ.

21 For Daniel Simon:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

22 For the Viking Entities:

JANET C. PANCOAST, ESQ.

23 Also Present:

DANIEL SIMON, ESQ.

24 RECORDED BY: VICTORIA BOYD, COURT RECORDER
25

1 THE COURT: Okay.

2 MR. SIMON: I have two issues. The Edgeworth's have
3 signed the releases.

4 THE COURT: Okay.

5 MR. SIMON: Mr. Vannah and Mr. Greene did not, even
6 though -- there wasn't -- their name wasn't as to the form of content.

7 THE COURT: Okay.

8 MR. SIMON: But I didn't sign it because I didn't go over the
9 release with them, so I think they need to sign as to form of content.
10 That's what they did, I think with the Viking release. So if they want to
11 sign in that spot, I think that release will be complete. Mr. Parker's client
12 still has not signed the release, it's a mutual release. So, depending on
13 whether you guys have any issues waiting on that, on Mr. Parker's
14 word --

15 THE COURT: Mr. Vannah?

16 MR. SIMON: -- that they'll sign that.

17 MR. VANNAH: Why do we have to have anything on form
18 and content? That is not required, it's for the lawyers to sign.

19 MR. SIMON: Then if --

20 MR. VANNAH: -- I'm asking that question.

21 MR. SIMON: -- he's ok with that, then I'm fine with that.

22 MR. VANNAH: If you take out the form and content, I don't
23 know anything about the case, and I want -- I don't know anything about
24 the case -- I mean, we're not involved in a case. You understand that,
25 Teddy?

1 MR. PARKER: I do.

2 MR. VANNAH: We -- we're not involved a case in any way,
3 shape, or form.

4 MR. PARKER: This is my concern, Bob, the -- when we sent
5 over the settlement agreement that we prepared -- our office prepared
6 the -- prepared it, we worked back and forth trying to get everything right
7 and getting the numbers right. Once we did that, I learned that Mr.
8 Vannah's office was involved in the advising and counseling the
9 Plaintiffs.

10 THE COURT: Right.

11 MR. PARKER: So then, I was informed by Mr. Simon that Mr.
12 Vannah was going to talk to the Plaintiff directly, and then once that's
13 done, we'd eventually get the release back, if everything was fine. I got
14 notice that it was signed, but I did not see approved as the form of
15 content, and so Mr. Simon explained to me that because the discussion
16 went between the Plaintiffs and Mr. Vannah, that he thought it was
17 appropriate for Mr. Vannah to sign as form and content. Which I don't
18 disagree since he would have counseled the client on the
19 appropriateness of the documents.

20 THE COURT: Well I don't necessarily disagree with that
21 either because based on everything that's happened up to this point, it's
22 my understanding that, basically anything that's being resolved between
23 Mr. Simon and the Edgeworths is running through Mr. Vannah.

24 MR. PARKER: Exactly. And --

25 THE COURT: And that was my understanding from the last

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MR. PARKER: Thank you, Your Honor.

MR. VANNAH: Thank you.

THE COURT: Thank you.

[Hearing concluded at 9:47 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Brittany Mangelson
Independent Transcriber

EXHIBIT 10

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1 At paragraph 19 of my previous declaration I discussed the 4th Brunzell factor: Result
2 Achieved- no one involved in the case can dispute it is an amazing result. This case involved a single
3 house under construction. Nobody was living there and repairs were completed very quickly. This case
4 did not involve personal injury or death. It concerned property damage to a house nobody was living in
5 and repairs made quickly. I would not have taken this case unless it was a friends and family situation
6 and they would need to be very special friends. The Edgeworth's were lucky that Mr. Simon was
7 willing to get involved. This was a very hard products case and the damages are between 500k to 750k
8 and the result of \$6.1 million is phenomenal.

9 Edgeworth is sophisticated and understood that it would take a trial and an appeal to get
10 "Edgeworth's expected result." Instead of taking years of litigation, Simon got an extraordinary result 3
11 months after the 8/22/17 contingency email sent by Mr. Edgeworth, and Simon's firm secured \$6.1M for
12 this complex product liability case where "hard damages" were only 500-750k. Getting millions of
13 dollars in punitive damages in this case is remarkable and therefore, this factor favors a large fee. The
14 bulk of this work was primarily done from September, 2017 thru December, 2017. For example, serious
15 settlement negotiations did not start until after September, 2017: 1) the first mediation was on October
16 10, 2017; the first significant offer was \$1.5 million on October 26, 2017, (3) there was a second
17 mediation on November 10, 2017; and 4) the \$6 million was offered on November 15, 2017. This is also
18 supported by the register of actions and the multiple hearings and filings. Mr. Simon was discharged
19 November 29, 2017 and continued to negotiate very valuable terms favoring the Edgeworth's, including
20 the preservation of the valuable Lange Plumbing claim and omitting a confidentiality and non-
21 disparagement clauses. The serious threat of punitive damages did not occur until September 29, 2017,
22 when the motion to strike Vikings Answer was filed by the Simon firm. This serious threat also led to
23 the amazing outcome.

24 At paragraphs 20-23 of my testimony, I addressed the 2nd & 3rd Brunzell factors: Quality &
25 Quantity of Work- The quality and quantity of the work was exceptional for a Products case against a
26 worldwide manufacturer with highly experienced local and out of state counsel. Simon retained
27 multiple experts, creatively advocated for unique damages, brought a fraud claim and filed a lot of
28 motions other lawyers would not have filed. Simon filed a motion to strike Defendants answer seeking

1 case terminating sanctions and exclusion of key defense experts. Simon's aggressive representation was
2 a substantial factor in achieving the exceptional results. The amount of work Simon's office performed
3 was impressive given the size of his firm. Simon's office does not typically represent clients on an
4 hourly basis and the fee customarily charged in Vegas for similar legal services is substantial when also
5 considering the work actually performed. Simon's office lost opportunities to work on other cases to get
6 this amazing result. There were a lot of emails, which I went through and substantial pleadings and
7 multiple expert reports for a property damage case. The house stigma damage claim was extremely
8 creative and Mr. Simon secured all evidence to support this claim. The mediator also recommended the
9 6M settlement based on the expected attorney's fees of 2.4M. In an email to Simon in November, 2017
10 Mr. Edgeworth suggested 5M as the appropriate value for the proposal by the mediator, yet Simon
11 advocated for 6M and go \$6.1 Million (including Lange Plumbing). Negotiating a large claim in a
12 complex case also takes great skill and experience that Mr. Simon exhibited to achieve the great result,
13 as well as the very favorable terms for the benefit of the Edgeworth's.

14 I also analyzed the novelty and difficulty of the questions presented in the case; the adversarial
15 nature of this case, the skill necessary to perform the legal service, the lost opportunities to work on
16 other cases, the quality, quantity and the advocacy involved, as well as the exceptional result achieved
17 given the total amount of the settlement compared to the "hard" damages involved. The reasonable value
18 of the services performed in the Edgeworth matter by the Simon firm, in my opinion, would be in the
19 sum of \$2,072,393.75 for the period of after September 19, 2017. This evaluation is reasonable under
20 the Brunzell factors. I also considered the Lodestar factors, as well as the NRCP 1.5(a) factors for a
21 reasonable fee. Absent a contract, Simon is entitled to a reasonable fee customarily charged in the
22 community based on services performed. NRS 18.015. The extraordinary and impressive work occurred
23 primarily during the period of September 19, 2017 thru the end of the case. Mr. Simon actually
24 performed the work and achieved a great result.

25 ///

26 ///

27 ///

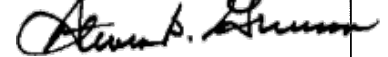
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The value of quantum meruit is easily supported in the amount of \$2,072,393.75 for the period of outstanding services due and owing at the time of discharge.

I make this declaration under the penalty of perjury.

Dated this 12th day of April, 2021.

Will Kemp, Esq.



RPLY

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Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDGEWORTH FAMILY TRUST;) Case No: A-16-738444-C
AMERICAN GRATING, LLC,) Dept. No: X

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,) Hearing Date: 5/27/21
Hearing Time: 9:30 A.M.

Defendants.

EDGEWORTH FAMILY TRUST;) Case No: A-18-767242-C
AMERICAN GRATING, LLC,) Dept. No. X

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

) **REPLY ISO PLAINTIFFS' RENEWED
) MOTION FOR RECONSIDERATION
) OF AMENDED DECISION AND
) ORDER GRANTING IN PART AND
) DENYING IN PART SIMON'S
) MOTION FOR ATTORNEYS FEES
) AND COSTS, and MOTION FOR
) RECONSIDERATION OF THIRD
) AMENDED DECISION AND ORDER
) ON MOTION TO ADJUDICATE
) LIEN**

INTRODUCTION

Reconsideration is Appropriate Because the Court did not Follow the Supreme Court's Mandate in Issuing its Third Lien Order.

The Third Lien Order does not adhere to the Supreme Court's mandate on remand and therefore is clearly erroneous. *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). This case was remanded to this Court for the sole purpose of entering "further findings regarding the basis of the [quantum meruit] award." Sup. Ct. Order at 10. This limited purpose is explained on pages 3 - 5 of the Supreme Court's decision. The Supreme Court *affirmed* this Court's finding that "the Edgeworths *constructively discharged Simon on November 29.*" *Id.* at 4 (emphasis added). The Supreme Court also affirmed that Simon "was entitled to *quantum meruit for work done after the constructive discharge.*" *id.* (emphasis added), but declared that the Court "failed to make findings" regarding the post-discharge work on or after November 30. The Supreme Court acknowledged that Simon's "super bill" was evidence "that Simon and his associates performed work after the constructive discharge," *id.* at 5, but said the Court erred by not describing how that work was used to come up with a quantum meruit fee of \$200,000 or how the fee would be reasonable for work done post-discharge, which at Simon's "court-approved" rate of \$550 per hour that he used to bill the Edgeworths *pre-discharge* would amount to less than \$34,000.

Rather than address this substantive issue raised in the Edgeworths' motion, Simon has merely cut and pasted the same arguments he previously

1 made in his April 13 Opposition and Countermotion, which the Court
2 considered and *rejected* in issuing its April 19 Third Lien Order.¹

3 Simon's discharge on November 29 is established as a matter of law,
4 irrespective of what the parties may have contended prior to the Court
5 establishing this finding, and the Supreme Court' subsequent affirmance
6 The Edgeworths' subjective intent or beliefs imagined by Simon in his
7 opposition are of no consequence and do not bear on this motion for
8 reconsideration. Simon's request for sanctions on the Edgeworths based on a
9 "change of position" that acknowledges and accepts the discharge date as
10 November 29 (Opp'n at 8-9) is therefore frivolous.

11 **Simon's Opposition is Not Faithful to the Supreme Court's Mandate and**
12 **Addresses False Issues that are Outside the Scope of Remand**

13 **A. The Supreme Court Did Not Cause the "Remittitur" Confusion.**

14 Simon mistakenly attempts to apply the "Notice in Lieu of Remittitur"
15 issued in his writ petition case (Case No. 79821), as applicable to the two
16 consolidated appeals that remained pending in the Supreme Court until
17 remittitur issued on April 12, 2021. Opp'n at 2; *compare* Ex. MM, Excerpts of
18 Docket for Writ Petition (NSC 79821) (attached hereto) *with* Ex. NN,
19 Excerpts of Docket for Appeal (NSC 77678); (attached hereto) and Ex. OO,
20 Excerpts of Docket for Appeal (NSC 77176); (attached hereto) *see also* Ex. PP,
21 Notice in Lieu of Remittitur in Writ Petition (attached hereto) in an infirm
22 attempt to reopen and enlarge the *quantum meruit* period this Court has
23 established and the Supreme Court has affirmed.
24
25
26

27 ¹ The identical order referenced as the April 19, 2001 Amended Lien
28 Order in the motion and this reply was filed in the consolidated case, A-16-
738444-C, on April 28, 2021. For the sake of clarity, this motion is directed to
the substance of that Order, entered both on April 19 and April 28, 2021.

1 He argues that meritless proposition from the irrelevant fact that the
2 Supreme Court allowed the Edgeworths to petition for rehearing without
3 informing this court that it was doing so. Opp'n at 2. But because
4 jurisdiction of this case had not yet been returned to the District Court, there
5 was no reason for the Supreme Court to inform the Court of its decision to
6 entertain the Edgeworths' petition for rehearing. NRAP 41(a)(1). Thus, this
7 makes Simon's entire timeline on page 3 of his opposition meaningless due
8 to his sleight-of-hand attempt to apply the notice in lieu of remittitur issued
9 in his writ case to the other pending cases (which includes this case) in the
10 Supreme Court. It is uncontroverted that *in this case*, remittitur issued on
11 April 12, 2021, and was received by the District Court on April 13, 2021. Ex
12 QQ, Remittitur, (attached hereto) *see also* Opp'n at 3. The District Court was
13 therefore without jurisdiction until that date.

14 **B. Simon's Opposition Does not Address the Basis for Reconsideration.**

15 Just as he is mistaken about the jurisdiction issue he argues, Simon is
16 also mistaken about the basis for reconsideration presented by the
17 Edgeworths. Simon concedes the Attorney Fee Order should be reissued
18 and corrected (Opp'n at 6). For this reason, a proposed order is attached
19 hereto as Exhibit SS and will be electronically submitted to the Court.

20 *1. Cutting Off the Edgeworths' Reply Before the Third Lien Order Was*
21 *Issued is Not the Basis for Reconsideration of the Third Order.*

22 The Edgeworths at no time have asserted that "they are due
23 reconsideration because they were deprived of 'the right to reply' in support
24 of their first motion for reconsideration." Opp'n at 4. Nor have the
25 Edgeworths suggested that "motion practice is required before the Court
26 acts on the remand instructions." *Id.* The Edgeworths merely stated a fact,
27 that since briefing was ongoing and no reason to truncate it existed, their
28 right to reply in support of their earlier motion, as the local rules allow,
should not have been denied. EDCR 2.20(g).

1 2. *This Motion for Reconsideration Does Not Seek to Correct Errors of Fact.*

2 Likewise, Simon's contention that reconsideration is being sought
3 based "on a disagreement over the facts" is also wholly mistaken. Opp'n at
4 5. The Court has discretion to determine the reasonable value of fees
5 awarded under a *quantum meruit* theory but, as the Supreme Court pointed
6 out, that discretion is not unlimited; the Court must explain the basis and
7 reasonableness of the award. The Supreme Court said:

8
9 [w]e agree with the Edgeworths that the district court abused its
10 discretion in awarding \$200,000 in quantum meruit without
11 making findings regarding the work Simon performed after the
constructive discharge.

12 Sup. Ct. Order at 4.

13 Simon does not want to be bound by the work he described in his
14 "super bill" previously submitted to the Court. He wishes to avoid
15 discussion of the work he says he performed after the constructive discharge
16 period. *See, e.g.* Sup. Ct. Order at 5 (recognizing that "[a]lthough there is
17 evidence in the record that Simon and his associates performed work after
18 the constructive discharge, the district court did not explain how it used that
19 evidence to calculate that award.").

20 3. *Scrivener Errors Are Appropriately Addressed on Reconsideration.*

21 Simon faults the Edgeworths' request that the Court correct what they
22 presumed was a clerical error in adding previously paid costs into the final
23 award. Simon acknowledges that the costs were paid, but contends that
24 having them added into a judgment is of no moment, because he *would never*
25 *seek to collect* on that portion of the judgment. Respectfully, given the nature
26 of this case and the over three years of contentious litigation the Edgeworths
27 have endured to resolve the amount Simon is owed, they cannot be faulted
28

1 for seeking clarity from the Court instead of trusting Simon's word about
2 what he will or will not attempt to collect.

3 **C. The Opposition Presents Issues Not Before the Court and Does Not**
4 **Give Effect to Simon's Testimony to this Court.**

5 Simon's cut-and-paste job in this opposition from his earlier
6 opposition for reconsideration of the Second Lien order is also evident by
7 the fact his brief includes issues not even raised in the pending motion for
8 reconsideration, such as the alleged "description of the November 17
9 meeting," Opp'n at 9, which the instant motion did not even mention. The
10 November 21 email he brings up was obtained from counsel in the
11 underlying defect litigation and was, in fact, part of the court record in the
12 March 30, 2021 motion for reconsideration. While Simon glibly contends the
13 email supports him because he "agrees that Viking was aware
14 confidentiality was an issue," he conveniently side steps addressing how
15 Viking could have been aware of confidentiality being an issue unless drafts
16 were circulated to Simon **prior to** the November 21 exchange.

17 The Court should also dismiss as disingenuous the Opposition's
18 attempt to disavow or substantially recharacterize Simon's plain testimony
19 in Court. His plain unqualified testimony establishes that all negotiations
20 with Viking **were complete** on November 27. Mot. at 12:21-22. In response
21 to direct questions from the Court, Simon testified the Viking Settlement
22 Agreement was substantively finished *before* November 30:

23 SIMON: Yeah . . . I get back on . . . 11/27.

24

25 COURT: And you got the release on 11/27?

26
27 SIMON: Right in that range, yeah. It was – it was
28 before I got the Letter of Direction, and I was out of
the case.

. . . .

1 SIMON: . . . So right when I get back there was
2 probably the, you know, proposed release. And so, I
3 went over to the office with Mr. Henriod, who was
4 Viking counsel, and I have a great relationship with
5 him, and we basically just hammered out the terms
6 of the release right there. And then I was done, I was
7 out of it.

8 THE COURT: Okay, but you hammered out the
9 terms of the release of that final agreement?

10 SIMON: Before I was fired, yeah.

11 THE COURT: Okay, so this is before 11-30?

12 SIMON: Yes.

13 Ex. GG to 5/3/21 Mot. for Recon. at 15-17.

14 Simon's testimony on day 3 also confirms beyond reasonable doubt
15 that all terms of the Viking Settlement had been negotiated and were known
16 to him **before** he sent his new fee demand to the Edgeworths on November
17 27, 2017:

18 THE COURT: Yeah, Thanksgiving would have been
19 the 23rd, so that following Monday the 27th.

20 THE WITNESS: Okay, So when I got back from that,
21 obviously I went – hard to work on all aspects of the
22 Edgeworth case. I was, you know, negotiating that
23 (Confidentiality Clause) out, and **THEN** obviously
24 preparing my letter and the proposed retainer that I
25 sent to them [Edgeworths] attached to the letter.

26 THE COURT: But when you are negotiating the
27 removal of the confidentiality agreement in the
28 Viking Settlement, you have no—had you been made
aware of that point that they [Edgeworths] had
spoken with Mr. Vannah's office.

WITNESS: No.

Transcript: 218: 8-13; 219: 4-8

Ex. TT (Day 3 of Evidentiary Hearing, August 29, 2018). (Attached hereto)

These excerpts of Simon's sworn testimony show that he was untruthful when he sent the Edgeworths his new-fee letter on November 27 **and** represented to them that "[t]here is also a lot of work left to be done." He was done negotiating settlement with Viking at that time.

That Simon now finds this sworn testimony inconvenient because it does not support his claim that he is due \$200,000, or more, for his non-substantive work **post** November 29, once he knew that the Edgeworths had retained Vannah, which confirms that his relationship with the Edgeworths had broken down and that Vannah would take over. This is no reason to permit Simon to rewrite history to exclude his testimony. Opp'n at 10. Furthermore, his testimony that all terms were negotiated by November 27, and that the agreement was not ultimately signed until December 1 is consistent with the Edgeworths' contention that Simon was slow-walking the final settlement agreement while he tried to coerce the Edgeworths to sign the fee agreement he prepared seeking a fee much higher than the fee he had negotiated with the Edgeworths and been paid. It is also consistent with Finding of Fact #13,² and with the statements in the motion (Mot. at 12).

1. *The Opposition Asks this Court to Disregard Established Facts for Which Simon is Responsible.*

Likewise, the fact the principal terms of the Lange Plumbing settlement were final by November 30 is established by Simon's own hand. Ex. EE to 5/3/21 Mot. for Recon. The only revisionist here is Simon. While

² Simon's opposition misquotes the Court's actual finding, which says "On the evening of November 15, 2017, the Edgeworth's received the first settlement offer for their claims against the Viking Corporation ("Viking") Finding of Fact 13. However, the claims were not settled until **on or about** December 1, 2017)" Third Am. Lien order at 4. It does not say "on or after" as Simon says. Opp'n at 10.

1 complex litigation may take time, memorializing an agreement reached does
2 not. The fact the Lange agreement signed in February still contains the
3 December dates is proof that **very little** remained to be done after
4 November 30. Furthermore, Simon's contention he "was being frivolously
5 sued by his former clients," Opp'n at 11, ignores the fact the initial suit
6 against him was not even filed until January 8, 2018, long *after* the Lange
7 settlement agreement should have been finalized.

8 Simon would also have the District Court disregard the "super bill" he
9 painstakingly created in 2018 from his own records; which demonstrate that
10 little, if any, substantive work remained for him to do, especially since he
11 acknowledges it was Vannah and not Simon that advised the clients on the
12 settlements after November 29. *See* Ex. JJ, KK, and LL to 5/3/21 Mot. for
13 Recon.; *see also* Ex. RR, (*attached hereto*) Excerpt 08-27-17 Hrg. Tr. at 75-76.

14 The Supreme Court recognized Simon submitted this evidence of
15 work performed after the discharge period, but found that valuing it at
16 \$200,000 was an abuse of discretion because the District Court "did not
17 explain how it used that evidence to calculate its [quantum meruit] award."
18 Nev. Sup. Ct. Order at 5.

19 Interestingly, though Simon now disputes that the "super bill" is the
20 only evidence in the record of the work that was done post-discharge, and
21 supports that contention by saying testimony regarding the post-discharge
22 work performed was presented at the evidentiary hearing,³ he does not
23 point to a single example of work performed beyond that outlined in his
24 "super bill." This calculated omission is likely meant to discourage focus on
25 the extremely limited nature of his post-discharge work.

26
27 ³ Simon's contention that Vannah did "not feel competent to close out
28 the case" is unsupported, and should not be considered, as is his reference to
a finding on that point that he attributes to the Court, but which is not in the
Court's order. Opp'n at 12:15-18.

1 Likewise, Simon's criticism about the certified checks issue misses the
2 point. The Edgeworths raised this issue as an example of how Simon slow-
3 walked the settlements and confirms that he was offered uncertified checks
4 by Viking on December 12 in time for the checks to clear by the agreed
5 payment date, a fact he did not share with the Edgeworths. Simon cannot
6 (legitimately) now complain that the Edgeworths did not raise this issue
7 earlier. Indeed, had Simon produced the complete case file the Edgeworths
8 requested—instead of stripping the attachments from the December 12,
9 2017, email he produced to the Edgeworths—they would have had an
10 opportunity to raise the issue earlier.

11 As to the Lange Plumbing settlement, Simon's reliance on the finding
12 that he "improv[ed] the position of his former clients" misses the point: even
13 if that were true, his work necessarily took place before November 30, when
14 he announced the result of his efforts. Ex. EE to 5/3/21 Mot. for Recon. The
15 District Court made a factual finding that the Edgeworths signed the
16 consent to settle the Lange claim for \$100,000 on December 7, 2017. Nov. 19,
17 2018 Order on NRCP 12(b)(5) Mot. to Dismiss at 5, Finding of Fact #23.

18 Against the backdrop of these facts, Simon *now* wishes to revise and
19 enlarge his role in the finalizing settlements after November 29. Opp'n at 10.
20 But remember, however, when establishing the circumstances of his
21 termination, Simon went to great lengths to show that it was Vannah, not
22 Simon, who was advising the Edgeworths on the Viking and Lange
23 settlements after November 29, 2017. *See e.g.*, Ex. RR at 75-76.

24 2. *The Record Before the Court Does Not Support Awarding Simon \$200,000*
25 *for Post-Discharge Work.*

26 Although Simon would prefer that this Court not distinguish between
27 or closely examine his *pre-* and *post-*discharge work because doing so would
28 expose the lack of substance behind his efforts to exaggerate the value of his
post-discharge work, the Supreme Court's mandate requires exactly that.

1 The Supreme Court specifically held that the value of Simon's *quantum*
2 *meruit* award has to be *reasonable based only on his post-discharge work*,
3 because he has already been compensated for pre-discharge work under the
4 implied contract found by the District Court. Nev. Sup. Ct. Order at 5
5 (recognizing the district court failed to "describe the work Simon performed
6 after the constructive discharge" and questioning the District Court's
7 application of the *Brunzell* factors because, "although it stated that it was
8 applying the *Brunzell* factors for work performed only after the constructive
9 discharge, much of the Court's analysis focused on Simon's work
10 throughout the entire litigation."). Any of Simon's negotiations or other
11 efforts that led to an improved position in settling the Lange Plumbing
12 claims necessarily took place before November 30; they cannot be
13 considered when evaluating the reasonableness of his *quantum meruit* award
14 for services **on or after November 30**. *Id.* (stating that the District Court
15 findings "referencing work performed *before* the constructive discharge, for
16 which Simon had already been compensated under the terms of the implied
17 contract, cannot form the basis of a quantum meruit award." (emphasis
18 added)).

19 Simon had ample opportunity to memorialize his efforts in his billing,
20 and he elicited exhaustive testimony as to the great lengths his office went to
21 capture all of the time expended into his "super bill," which now is the only
22 evidence in the record of his post-discharge work. Ex. L to 5/13/21 Mot. to
23 Release Funds and Produce Complete Client File. The Court should not now
24 permit Simon to modify and embellish that record with work he failed to
25 memorialize in the billing he offered to the Court. As detailed in the instant
26 motion at 13:16 – 16:12, the nature of the work performed post-discharge is
27 not complex and did not require specialized skills; **at most**, the reasonable
28 value of that work is \$34,000.

D. Simon's Efforts to Enlarge the Quantum Meruit Period Are Contrary to the Supreme Court's Mandate.

Although Simon inappropriately turns to the law of the case doctrine to avoid having the Court consider uncontested evidence that he now deems unhelpful and wishes to jettison, including his own testimony that *all negotiations on the Viking settlement were complete by November 27*, Simon now asks the Court to *disregard* the law of the case to enlarge the *quantum meruit* period back to September 19, 2017.

That issue, however, has been decided and affirmed by the Supreme Court and is binding on Simon and this Court. Absent an extraordinary showing that following the law of the case and honoring the Supreme Court's mandate would result in a catastrophic manifest injustice, the issues raised by Simon cannot be relitigated. *Hsu v. County of Clark*, 123 Nev. 625, 631, 173 P.3d 724, 729 (2007).

Here, Simon offers no legally sound basis for this Court to indulge him to revise history to serve only himself. His argument is based only on the same revised opinion of Will Kemp submitted with his April 13, 2021 opposition, which the Court has already considered and rejected in issuing its Third Lien Order. The Supreme Court's decision conclusively sets the boundaries for the *quantum meruit* period. It affirmed the District Court's finding that Simon was discharged on November 29, 2017, and that he was entitled to the reasonable value of his services from November 30 forward. Nev. Sup. Ct. Order at 3-4. The *quantum meruit* period has been conclusively decided and is now closed.

E. Conclusion

For the foregoing reasons, as well as those set forth in the Motion, the Edgeworths respectfully ask that the Court reconsider its Third Lien Order and, consistent with the Supreme Court's mandate, describe the work Simon performed *post-discharge* that is the basis for its award, and analyze how

1 \$200,000 could be considered reasonable under the *Brunzell* factors or
2 otherwise, given that Simon's own testimony shows he was not truthful in
3 describing when and what he did to the Edgeworths, in a self-serving effort
4 to put pressure on them for more money. Under these circumstances, the
5 Edgeworths respectfully submit that Simon's own valuation of his *quantum*
6 *meruit* time at \$34,000 would be more than generous for his minimal *post-*
7 discharge services.

8 MORRIS LAW GROUP

9 By: /s/ STEVE MORRIS
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14 Attorneys for Defendants
15 Edgeworth Family Trust and
16 American Grating, LLC
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: REPLY ISO PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF AMENDED DECISION AND ORDER GRANTING IN PART AND DENYING IN PART SIMON'S MOTION FOR ATTORNEYS FEES AND COSTS, and MOTION FOR RECONSIDERATION OF THIRD AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN.

DATED this 20th day of May, 2021.

By: /s/ TRACI K. BAEZ
An employee of Morris Law Group

EXHIBIT MM

Excerpts of Docket for Writ Petition
(NSC 79821)

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Case Information: 79821

Short Caption:	LAW OFFICE OF DANIEL S. SIMON VS. DIST. CT. (EDGEWORTH FAMILY TRUST)	Court:	Supreme Court
Lower Court Case(s):	Clark Co. - Eighth Judicial District - A738444, A767242	Related Case(s):	77678, 78176, 82058
Disqualifications:	Parraguirre, Silver	Classification:	Original Proceeding - Civil - Mandamus/Prohibition
Replacement:	None for Justice Parraguirre None for Justice Silver	Case Status:	Notice in Lieu of Remittitur Issued/Case Closed
To SP/Judge:		Panel Assigned:	En Banc
Oral Argument:		SP Status:	
Submission Date:		Oral Argument Location:	
		How Submitted:	

+ Party Information

Docket Entries

Date	Type	Description	Pending?	Document
10/17/2019	Filing Fee	Filing fee paid. E-Payment \$250.00 from James R. Christensen. (SC)		
10/17/2019	Petition/Writ	Filed Petition for Writ of Mandamus or Prohibition. (SC)		19-43116
10/17/2019	Appendix	Filed Appendix to Petition for Writ - Volume 1 of 9. (SC)		19-43117
10/17/2019	Appendix	Filed Appendix to Petition for Writ - Volume 2 of 9. (SC)		19-43118
10/17/2019	Appendix	Filed Appendix to Petition for Writ - Volume 3 of 9. (SC)		19-43119

5/17/2021

79821: Case View

02/14/2020	Brief	Filed Appellant's Reply Brief, Answering Brief to Cross Appeal, Answer to Writ, and Response to Amicus Brief. Nos. 77678/78176/79821. (SC)	20-06285
03/05/2020	Motion	Filed Respondent/Cross-Appellants' Motion for Extension of Time for Filing of Reply Brief on Cross-Appeal and Reply in Support of Writ Petition. Nos. 77678/78176/79821. (SC)	20-08846
03/16/2020	Order/Procedural	Filed Order Granting Motion. The Law Office of Daniel S. Simon and Daniel S. Simon shall have until April 16, 2020, to file and serve a combined reply brief on cross-appeal and reply in support of the petition for a writ of mandamus. Nos. 77678/78176/79821. (SC).	20-10199
03/28/2020	Appendix	Filed Respondent's/Petitioner's Appendix to Reply. Nos. 77678/78176/79821 (SC)	20-11932
03/28/2020	Brief	Filed Reply Brief on Cross-Appeal and Reply in Support of Petition for Writ of Mandamus. Nos. 77678/78176/79821. (SC)	20-11933
03/30/2020	Case Status Update	Briefing Completed/To Screening. Nos. 77678/78176/79821. (SC)	
09/24/2020	Order/Procedural	Filed Order of Voluntary Recusal for Justice Silver. Pursuant to NCJC Rule 2.11(A), I recuse myself from participation in this matter based on my friendship with Daniel Simon and his family. Nos. 77678/78176/79821 (SC)	20-35146
12/28/2020	Order/Procedural	Filed Order. On April 3, 2019, this court entered an order consolidating these matters for all appellate purposes. Upon further consideration, we conclude that consolidation of No. 79821 with Nos. 77678 and 78176 is not warranted. Accordingly, we direct the clerk of this court to deconsolidate Docket No. 79821. Nos. 77678/78176/79821. (SC)	20-46675
12/30/2020	Other	Justice Abbi Silver disqualified from participation in this matter. Disqualification Reason: Voluntary Recusal. (SC)	
12/30/2020	Order/Dispositional	Filed Order Denying Petition. "ORDER the petition DENIED." fn1 [The Honorable Ron Parraguirre, Justice, and the Honorable Abbi Silver, Justice, did not participate in the decision of this matter.] EN BANC	20-46932
01/25/2021	Remittitur	Issued Notice in Lieu of Remittitur. (SC)	21-02217
01/25/2021	Case Status Update	Notice in Lieu of Remittitur Issued/Case Closed. (SC)	

Combined Case View

EXHIBIT NN

Excerpts of Docket for Appeal (NSC 77678)

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Case Information: 77678

Short Caption:	EDGEWORTH FAMILY TR. VS. SIMON C/W 78178	Court:	Supreme Court
Consolidated:	77678*, 78176	Related Case(s):	78176, 79821, 82058
Lower Court Case(s):	Clark Co. - Eighth Judicial District - A738444	Classification:	Civil Appeal - General - Other
Disqualifications:	Silver	Case Status:	Remittitur Issued/Case Closed
Replacement:		Panel Assigned:	En Banc
To SP/Judge:	12/24/2018 / Nitz, Dana	SP Status:	Completed
Oral Argument:		Oral Argument Location:	
Submission Date:		How Submitted:	

+ Party Information

Docket Entries

Date	Type	Description	Pending?	Document
12/17/2018	Filing Fee	Filing Fee due for Appeal. (SC)		
12/17/2018	Notice of Appeal Documents	Filed Notice of Appeal. Appeal docketed in the Supreme Court this day. (SC)		18-909042
12/17/2018	Notice/Outgoing	Issued Notice to Pay Supreme Court Filing Fee. No action will be taken on this matter until filing fee is paid. Due Date: 10 days. (SC)		18-909044
12/20/2018	Filing Fee	Filing Fee Paid. \$250.00 from Robert D Vannah. Check no. 4960. (SC)		
12/20/2018	Notice/Outgoing	Issued Notice of Referral to Settlement Program. This appeal may be assigned to the settlement program.		18-909760

5/17/2021

77678: Case View

		Time and for Rehearing. Nos. 77678/78176 (SC)	
		Filed Order Granting Motion. Appellants/cross-respondents shall have 7 days from the date of this order to file and serve any petition for rehearing. Any petition for rehearing must be accompanied by the required filing fee. No action will be taken on the petition for rehearing contained within the extension motion. Nos. 77678/78176. (SC)	
01/26/2021	Order/Procedural		21-02398
01/26/2021	Filing Fee	Filing Fee/Rehearing Paid. \$150.00 from Robert D Vannah Chartered. Check No. 8760. (SC)	
01/29/2021	Post-Judgment Petition	Filed Appellants' Petition for Rehearing. Nos. 77678/78176 (SC)	21-02887
01/29/2021	Filing Fee	Filing fee paid. E-Payment \$150.00 from John B. Greene. Nos. 77678/78176 (SC)	
02/08/2021	Order/Procedural	Filed Order Directing Answer to Petition for Rehearing. Respondents/Cross-Appellants' Answer due: 14 days. Nos. 77678/78176. (SC)	21-03673
02/22/2021	Brief	Filed Respondent/Cross-Appellants' Answer to Appellants' Petition for Rehearing. Nos. 77678/78176 (SC)	21-05219
03/18/2021	Post-Judgment Order	Filed Order Denying Rehearing. "Rehearing Denied." NRAP 40(c). Nos. 77678/78176. EN BANC. (SC)	
03/22/2021	Post-Judgment Order	Filed Corrected Order Denying Rehearing. "Rehearing Denied." NRAP 40(c). fn1 [The Honorable Abbi Silver, Justice, did not participate in the decision in this matter.] Nos. 77678/78176. (SC).	21-08081
04/12/2021	Remittitur	Issued Remittitur. (SC)	21-10361
04/12/2021	Case Status Update	Remittitur Issued/Case Closed. (SC)	
05/07/2021	Remittitur	Filed Remittitur. Received by District Court Clerk on April 13, 2021. Nos. 77678/78176. (SC)	21-10361

Combined Case View

EXHIBIT OO

Excerpts of Docket for Appeal (NSC 78176)

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Disclaimer: The information and documents available here should not be relied upon as an official record of action. Only filed documents can be viewed. Some documents received in a case may not be available for viewing. Some documents originating from a lower court, including records and appendices, may not be available for viewing. For official records, please contact the Clerk of the Supreme Court of Nevada at (775) 684-1600.

Case Information: 78176

Short Caption:	EDGEWORTH FAMILY TR. VS. SIMON C/W 77678	Court:	Supreme Court
Consolidated:	77678*, 78176	Related Case(s):	77678, 79821, 82058
Lower Court Case(s):	Clark Co. - Eighth Judicial District - A738444	Classification:	Civil Appeal - General - Other
Disqualifications:		Case Status:	Remittitur Issued/Case Closed
Replacement:		Panel Assigned:	En Banc
To SP/Judge:	03/05/2019 / Nitz, Dana	SP Status:	Completed
Oral Argument:		Oral Argument Location:	
Submission Date:		How Submitted:	

+ Party Information

Docket Entries

Date	Type	Description	Pending?	Document
02/25/2019	Filing Fee	Filing Fee due for Appeal. (SC)		
02/25/2019	Notice of Appeal Documents	Filed Notice of Appeal. Appeal docketed in the Supreme Court this day. (SC)		19-08460
02/25/2019	Notice/Outgoing	Issued Notice to Pay Supreme Court Filing Fee. No action will be taken on this matter until filing fee is paid. Due Date: 10 days. (SC)		19-08462
02/26/2019	Notice of Appeal Documents	Filed Copy of District Court Minutes. (SC)		19-08904
03/04/2019	Filing Fee	Filing Fee Paid. \$250.00 from Robert D Vannah Chartered. Check no. 5355. (SC)		

5/17/2021

78176: Case View

01/29/2021	Filing Fee	Filing fee paid. E-Payment \$150.00 from John B. Greene. Nos. 77678/78176 (SC)	
02/08/2021	Order/Procedural	Filed Order Directing Answer to Petition for Rehearing. Respondents/Cross-Appellants' Answer due: 14 days. Nos. 77678/78176. (SC)	21-03673
02/22/2021	Brief	Filed Respondent/Cross-Appellants' Answer to Appellants' Petition for Rehearing. Nos. 77678/78176 (SC)	21-05219
03/18/2021	Post-Judgment Order	Filed Order Denying Rehearing. "Rehearing Denied." NRAP 40(c). Nos. 77678/78176. EN BANC. (SC)	
03/22/2021	Post-Judgment Order	Filed Corrected Order Denying Rehearing. "Rehearing Denied." NRAP 40(c). fn1 [The Honorable Abbi Silver, Justice, did not participate in the decision in this matter.] Nos. 77678/78176. (SC).	21-08081
04/12/2021	Remittitur	Issued Remittitur. (SC)	21-10361
04/12/2021	Case Status Update	Remittitur Issued/Case Closed. (SC)	
05/07/2021	Remittitur	Filed Remittitur. Received by District Court Clerk on April 13, 2021. Nos. 77678/78176. (SC)	21-10361

Combined Case View

EXHIBIT PP

Notice in Lieu of Remittitur in Case No. 79821,
Writ Petition

IN THE SUPREME COURT OF THE STATE OF NEVADA

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
EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,
Real Parties in Interest.

Supreme Court No. 79821
District Court Case No. A738444;A767242

NOTICE IN LIEU OF REMITTITUR

TO THE ABOVE-NAMED PARTIES:

The decision and Order of the court in this matter having been entered on December 30th, 2020, and the period for the filing of a petition for rehearing having expired and no petition having been filed, notice is hereby given that the Order and decision entered herein has, pursuant to the rules of this court, become effective.

DATE: January 25, 2021

Elizabeth A. Brown, Clerk of Court

By: Kaitlin Meetze
Administrative Assistant

cc: James R. Christensen
Vannah & Vannah
Eglet Adams \ Robert T. Eglet
Steven D. Grierson, Eighth District Court Clerk

EXHIBIT QQ

Remittitur in Case No. 77678, issued on April
12, 2021

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.

Supreme Court No. 77678
District Court Case No. A738444

Supreme Court No. 78176
District Court Case No. A738444

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,
Appellants,
vs.

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

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: April 12, 2021

Elizabeth A. Brown, Clerk of Court

By: Kaitlin Meetze
Administrative Assistant

cc (without enclosures):

Hon. Tierra Danielle Jones, District Judge
Vannah & Vannah
James R. Christensen
Christiansen Law Offices \ Peter S. Christiansen

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on APR 13 2021.

HEATHER UNGERMANN

Deputy District Court Clerk


**RECEIVED
APPEALS**

APR 13 2021

CLERK OF THE COURT

EXHIBIT RR

Excerpts of 08-27-2018 Hearing Transcript



1 RTRAN

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3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 MONDAY, AUGUST 27, 2018

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 1**

22 APPEARANCES:

23 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 Q -- I just mean in time, before the settlement checks with
2 Viking had even been deposited?

3 A Correct.

4 Q All right. And you heard Mr. Vannah give an opening
5 statement today, sir?

6 A Yes.

7 Q Do you recall how he told the Court he wasn't involved in
8 any of the settlement negotiations?

9 A I don't recall that. I'm sorry. I don't recall everything he said.

10 Q We just -- you and I can agree that he was the one advising
11 you of the Lange settlement, because you signed on his letterhead to
12 consent to settle December the 7th.

13 A He advised me why to do that, yes.

14 Q And I have your settlement agreement.

15 MR. CHRISTIANSEN: Which is Exhibit 5, John. And I'm
16 looking at page 4, Mr. Greene.

17 BY MR. CHRISTIANSEN:

18 Q This is the settlement agreement with Viking?

19 A You just asked about Lange, sir. The --

20 Q I did.

21 A Okay.

22 Q Now, I'm shifting gears. I want to talk to you about Viking,
23 too, because if you see paragraph E -- do you see that, sir?

24 A Yes, I do.

25 Q Who's the lawyers that advised you? Right in the document

1 you signed about settling with Viking?

2 A It says Robert Vannah, Esquire and John Green, Esquire.

3 Q Show me where it says Danny Simon.

4 THE COURT: This is the Viking settlement?

5 MR. CHRISTIANSEN: It is.

6 THE COURT: Okay.

7 BY MR. CHRISTIANSEN:

8 Q Go ahead.

9 A On the page that I'm looking at, the fractional page, I don't

10 see it.

11 Q And is that your settlement? You and your wife's

12 settlement? Sorry, signature?

13 A On the 1st of December, correct.

14 Q All right. So as early as December 1st, according to Exhibit 5,

15 you were not relying on Danny Simon's advice, but instead relying on

16 the advice of Vannah & Vannah when settling the Viking claims, correct?

17 A When signing contracts, correct.

18 Q Okay. And I think you've already told me that was the same

19 situation about five or six days thereafter, when you signed that consent

20 to settle with Lange on the Vannah & Vannah letterhead, right?

21 A They had advised me of other things than the settlement,

22 yes.

23 Q Okay. And, sir, let's look at Exhibit 90 again. This is your

24 retainer with Vannah & Vannah. Did you sign a separate retainer

25 agreement for the lawsuit, where they sued Danny Simon for you?

EXHIBIT SS

Second Amended Decision and Order Granting
in Part and Denying in Part, Simon's Motion for
Attorney's Fees and Costs

1 **AMOR**

2 MORRIS LAW GROUP

3 Steve Morris, Bar No. 1543

4 Rosa Solis-Rainey, Bar No. 7921

5 Email: sm@morrislawgroup.com

6 Email: rsr@morrislawgroup.com

7 801 S. Rancho Drive, Suite B4

8 Las Vegas, Nevada 89106

9 Telephone No.: (702) 474-9400

10 Facsimile No.: (702) 474-9422

11 Attorney for Plaintiff

12 Edgeworth Family Trust and

13 American Grating, LLC

14 DISTRICT COURT
15 CLARK COUNTY, NEVADA

16 EDGEWORTH FAMILY TRUST;)

17 and AMERICAN GRATING, LLC,)

18 Plaintiffs,)

19 vs.)

CASE NO.: A-16-738444-C

DEPT NO.: X

20 LANGE PLUMBING, LLC; THE)

21 VIKING CORPORATION, a)

Consolidated with

22 Michigan Corporation; SUPPLY)

23 NETWORK, INC., dba VIKING)

24 SUPPLYNET, a Michigan)

CASE NO.: A-18-767242-C

DEPT NO.: X

25 Corporation; and DOES 1through)

26 5; and ROE entities 6 through 10,)

27 Defendants)

28 EDGEWORTH FAMILY TRUST;)

and AMERICAN GRATING, LLC,)

Plaintiffs,)

vs.)

**SECOND AMENDED DECISION
AND ORDER GRANTING IN
PART AND DENYING IN PART,
SIMON'S MOTION FOR
ATTORNEY'S FEES AND COSTS**

1 DANIEL S. SIMON; THE LAW)
2 OFFICE OF DANIEL S. SIMON, a)
3 Professional Corporation d/b/a)
4 SIMON LAW; DOES 1 through 10;)
5 and, ROE entities 1 through 10,)
6 Defendants.)

7 **SECOND MENDED DECISION AND ORDER ON ATTORNEY'S FEES**

8 This case came on for a hearing on January 15, 2019, in the Eighth
9 Judicial District Court, Clark County, Nevada, the Honorable Tierra Jones
10 presiding. Defendants and movant, Daniel Simon and Law Office of Daniel
11 S. Simon d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or
12 "Mr. Simon") having appeared in person and by and through their
13 attorneys of record, Peter S. Christiansen, Esq. and James Christensen, Esq.
14 and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
15 "Edgeworths") having appeared through Brian and Angela Edgeworth, and
16 by and through their attorneys of record, the law firm of Vannah and
17 Vannah, Chtd.

18 The Court having considered the evidence, arguments of counsel and
19 being fully advised of the matters herein, the **COURT FINDS after review:**

20 The Motion for Attorney's Fees is GRANTED in part, DENIED in
21 part.

22 1. The Court finds that the claim for conversion was not
23 maintained on reasonable grounds, as the Court previously found that
24 when the complaint was filed on January 4, 2018, Mr. Simon was not in
25 possession of the settlement proceeds as the checks were not endorsed or
26 deposited in the trust account. (*Amended Decision and Order on Motion to*
27 *Dismiss NRCP 12(b)(5)*). As such, Mr. Simon could not have converted the
28 Edgeworth's property. As such, the Motion for Attorney's Fees is
GRANTED under 18.010(2)(b) as to the Conversion claim as it was not

1 maintained upon reasonable grounds, since it was an impossibility for Mr.
2 Simon to have converted the Edgeworth's property, at the time the lawsuit
3 was filed.

4 2. Further, The Court finds that the purpose of the evidentiary
5 hearing was primarily on the Motion to Adjudicate Lien. The Motion for
6 Attorney's Fees is DENIED as it relates to other claims. In considering the
7 amount of attorney's fees and costs, the Court finds that the services of Mr.
8 James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained
9 after the filing of the lawsuit against Mr. Simon, on January 4, 2018.
10 However, they were also the attorneys in the evidentiary hearing on the
11 Motion to Adjudicate Lien, which this Court has found was primarily for
12 the purpose of adjudicating the lien by Mr. Simon. The Court further finds
13 that the costs of Mr. Will Kemp, Esq. were solely for the purpose of the
14 Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David
15 Clark, Esq. were solely for the purposes of defending the lawsuit filed
16 against Mr. Simon by the Edgeworths.

17 3. The court has considered all of the *Brunzell* factors pertinent to
18 attorney's fees and attorney's fees are GRANTED. In determining the
19 reasonable value of services provided for the defense of the conversion
20 claim, the COURT FINDS that 64 hours was reasonably spent by Mr.
21 Christensen in preparation and defense of the conversion claim, for a total
22 amount of \$25,600.00. The COURT FURTHER FINDS that 30.5 hours was
23 reasonably spent by Mr. Christiansen in preparation of the defense of the
24 conversion claim, for a total of \$24,400.00. As such, the award of attorney's .

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27 ...

1 fees is GRANTED in the amount of \$50,000.00 and costs are GRANTED in
2 the amount of \$2,520.00.

3 IT IS SO ORDERED this ____ day of May, 2021.

4

5

DISTRICT COURT JUDGE

6

7 Approved as to Form:

8

MORRIS LAW GROUP

9

By: /s/ STEVE MORRIS

10

Steve Morris, Bar No. 1543

11

Rosa Solis-Rainey, Bar No. 7921

12

801 S. Rancho Drive, Suite B4

Las Vegas, NV 89106

13

Attorneys for Plaintiffs

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Edgeworth Family Trust and

American Grating, LLC

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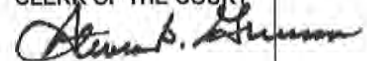
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EXHIBIT TT

Excerpts from 8/29/2018 Hearing Transcript



1 RTRAN

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 EDGEWORTH FAMILY TRUST;
8 AMERICAN GRATING, LLC,

9 Plaintiffs,

10 vs.

11 LANGE PLUMBING, LLC, ET AL.,

12 Defendants.

CASE#: A-16-738444-C

DEPT. X

13 EDGEWORTH FAMILY TRUST;
14 AMERICAN GRATING, LLC,

15 Plaintiffs,

16 vs.

17 DANIEL S. SIMON, ET AL.,

18 Defendants.

CASE#: A-18-767242-C

DEPT. X

19 BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
20 **WEDNESDAY, AUGUST 29, 2018**

21 **RECORDER'S TRANSCRIPT OF EVIDENTIARY HEARING - DAY 3**

22 APPEARANCES:

23 For the Plaintiff:

ROBERT D. VANNAH, ESQ.
JOHN B. GREENE, ESQ.

24 For the Defendant:

JAMES R. CHRISTENSEN, ESQ.
PETER S. CHRISTIANSEN, ESQ.

25 RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 BY MR. CHRISTENSEN:

2 Q And your vacation was right over Thanksgiving?

3 A Correct.

4 Q Okay.

5 A So, technically, I was back in the office on that Monday.

6 THE COURT: Which is the 27th? Monday is -- of November?

7 THE WITNESS: Yeah.

8 THE COURT: Yeah, Thanksgiving would have been the 23rd,
9 so that following Monday is the 27th.

10 THE WITNESS: Okay. So, when I got back from that,
11 obviously I went -- hard to work on all aspects of the Edgeworth case. I
12 was, you know, negotiating that out, and then obviously preparing my
13 letter and the proposed retainer that I sent to them attached to the letter.

14 THE COURT: Okay. But at this point, you have not had any
15 contact with the Edgeworths since the 17th?

16 THE WITNESS: I never -- no, I think -- I've had some phone
17 call -- I had some -- I had this meeting and I had a few phone calls after
18 this meeting, and then I tried to iron this out a few times over my
19 vacation with him.

20 I think the last full communication ever with -- verbally with
21 either one of them was the 25th when I was boarding a plane, because I
22 never had a lot of time to be available because I was always -- you know,
23 if I was on a plane for five hours, I'm unavailable.

24 So, I tried to get a hold of him, you know, when I could, and I
25 think the last time was when I was boarding the plane to come home.

1 THE COURT: And I think that's what he testified to is that it
2 was the 25th.

3 THE WITNESS: 25th, sounds right.

4 THE COURT: But when you are negotiating the removal of
5 this confidentiality agreement in the Viking settlement, you have no --
6 had you been made aware at that point that they had spoken with Mr.
7 Vannah's office?

8 THE WITNESS: No.

9 THE COURT: Okay. And, I'm sorry, Mr. Christensen, that
10 was just my question.

11 MR. CHRISTENSEN: It's your courtroom, Your Honor. You
12 have a question, you ask it.

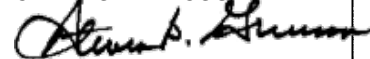
13 THE COURT: I think it's just a little different than a jury trial,
14 because if I have a question then --

15 MR. CHRISTENSEN: Absolutely, Judge.

16 BY MR. CHRISTENSEN:

17 Q What else did you talk about, if anything, at the November 17
18 meeting?

19 A We talked about quite a bit. We talked about the motions
20 that were on the calendar. We had a motion to compel. There was a
21 motion to de-designate all of these documents that they were trying to
22 make confidential in the case. We talked about the pending evidentiary
23 hearing, how that would be affected. We had all these notices of
24 depositions. We had depositions in Chicago of this United Laboratories
25 already set. We had depositions that were noticed by the defense that



NEOJ
MORRIS LAW GROUP
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Facsimile No.: (702) 474-9422

Attorney for Plaintiff
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;)
and AMERICAN GRATING, LLC,)

Plaintiffs,)

vs.)

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

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

Defendants)

Consolidated with

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

EDGEWORTH FAMILY TRUST;)
and AMERICAN GRATING, LLC,)

Plaintiffs,)

vs.)

NOTICE OF ENTRY OF ORDER

1 DANIEL S. SIMON; THE LAW)
2 OFFICE OF DANIEL S. SIMON, a)
3 Professional Corporation d/b/a)
4 SIMON LAW; DOES 1 through 10;)
5 and, ROE entities 1 through 10,)
6 Defendants.)

7 PLEASE TAKE NOTICE that a Second Amended Decision and Order
8 Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees
9 and Costs was entered by the Court on May 24, 2021.

10 MORRIS LAW GROUP

11 By: /s/ STEVE MORRIS
12 Steve Morris, Bar No. 1543
13 Rosa Solis-Rainey, Bar No. 7921
14 801 S. Rancho Drive, Suite B4
15 Las Vegas, Nevada 89106

16 Attorneys for Plaintiffs
17 Edgeworth Family Trust and
18 American Grating, LLC
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of MORRIS LAW GROUP, and that the following document was electronically filed with the Clerk of the Court and caused a true and accurate copy of the same to be served via the Odyssey File and Serve system upon all registered counsel of record:

DATED this 24th day of May, 2021.

By: /s/TRACI K. BAEZ
An Employee of Morris Law Group

MORRIS LAW GROUP
801 S. RANCHO DRIVE, STE. B4 • LAS VEGAS, NEVADA 89106
702/474-9400 • FAX 702/474-9422

1 **AMOR**

2 **MORRIS LAW GROUP**

3 Steve Morris, Bar No. 1543

4 Rosa Solis-Rainey, Bar No. 7921

5 Email: sm@morrislawgroup.com

6 Email: rsr@morrislawgroup.com

7 801 S. Rancho Drive, Suite B4

8 Las Vegas, Nevada 89106

9 Telephone No.: (702) 474-9400

10 Facsimile No.: (702) 474-9422

11 Attorney for Plaintiff

12 Edgeworth Family Trust and

13 American Grating, LLC

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 **EDGEWORTH FAMILY TRUST;**)

17 **and AMERICAN GRATING, LLC,**)

18 **Plaintiffs,**)

19 **vs.**)

CASE NO.: A-16-738444-C

DEPT NO.: X

20 **LANGE PLUMBING, LLC; THE**)

21 **VIKING CORPORATION, a**)

Consolidated with

22 **Michigan Corporation; SUPPLY**)

23 **NETWORK, INC., dba VIKING**)

24 **SUPPLYNET, a Michigan**)

CASE NO.: A-18-767242-C

DEPT NO.: X

25 **Corporation; and DOES 1through**)

26 **5; and ROE entities 6 through 10,**)

27 **Defendants**)

28 **EDGEWORTH FAMILY TRUST;**)

and AMERICAN GRATING, LLC,)

Plaintiffs,)

vs.)

**SECOND AMENDED DECISION
AND ORDER GRANTING IN
PART AND DENYING IN PART,
SIMON'S MOTION FOR
ATTORNEY'S FEES AND COSTS**

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

SECOND MENDED DECISION AND ORDER ON ATTORNEY'S FEES

This case came on for a hearing on January 15, 2019, in the Eighth Judicial District Court, Clark County, Nevada, the Honorable Tierra Jones presiding. Defendants and movant, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law ("Defendants" or "Law Office" or "Simon" or "Mr. Simon") having appeared in person and by and through their attorneys of record, Peter S. Christiansen, Esq. and James Christensen, Esq. and Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or "Edgeworths") having appeared through Brian and Angela Edgeworth, and by and through their attorneys of record, the law firm of Vannah and Vannah, Chtd.

The Court having considered the evidence, arguments of counsel and being fully advised of the matters herein, the **COURT FINDS after review:**

The Motion for Attorney's Fees is GRANTED in part, DENIED in part.

1. The Court finds that the claim for conversion was not maintained on reasonable grounds, as the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust account. (*Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)*). As such, Mr. Simon could not have converted the Edgeworth's property. As such, the Motion for Attorney's Fees is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not

1 maintained upon reasonable grounds, since it was an impossibility for Mr.
2 Simon to have converted the Edgeworth's property, at the time the lawsuit
3 was filed.

4 2. Further, The Court finds that the purpose of the evidentiary
5 hearing was primarily on the Motion to Adjudicate Lien. The Motion for
6 Attorney's Fees is DENIED as it relates to other claims. In considering the
7 amount of attorney's fees and costs, the Court finds that the services of Mr.
8 James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained
9 after the filing of the lawsuit against Mr. Simon, on January 4, 2018.

10 However, they were also the attorneys in the evidentiary hearing on the
11 Motion to Adjudicate Lien, which this Court has found was primarily for
12 the purpose of adjudicating the lien by Mr. Simon. The Court further finds
13 that the costs of Mr. Will Kemp, Esq. were solely for the purpose of the
14 Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David
15 Clark, Esq. were solely for the purposes of defending the lawsuit filed
16 against Mr. Simon by the Edgeworths.

17 3. The court has considered all of the *Brunzell* factors pertinent to
18 attorney's fees and attorney's fees are GRANTED. In determining the
19 reasonable value of services provided for the defense of the conversion
20 claim, the COURT FINDS that 64 hours was reasonably spent by Mr.
21 Christensen in preparation and defense of the conversion claim, for a total
22 amount of \$25,600.00. The COURT FURTHER FINDS that 30.5 hours was
23 reasonably spent by Mr. Christiansen in preparation of the defense of the
24 conversion claim, for a total of \$24,400.00. As such, the award of attorney's .

25 ...

26 ...

27 ...

MORRIS LAW GROUP

801 S. RANCHO DRIVE, STE. B4 · LAS VEGAS, NEVADA 89106
702/474-9400 · FAX 702/474-9422

1 fees is GRANTED in the amount of \$50,000.00 and costs are GRANTED in
2 the amount of \$2,520.00.
3

Dated this 24th day of May, 2021

4 IT IS SO ORDERED this ____ day of May, 2021.

5
6 
DISTRICT COURT JUDGE

7 Approved as to Form:

5AB 94F 90B4 23DA
Tierra Jones
District Court Judge

8 MORRIS LAW GROUP

9 By: /s/ STEVE MORRIS

10 Steve Morris, Bar No. 1543
11 Rosa Solis-Rainey, Bar No. 7921
12 801 S. Rancho Drive, Suite B4
Las Vegas, NV 89106

13 Attorneys for Plaintiffs
14 Edgeworth Family Trust and
15 American Grating, LLC
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
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6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

DEPT. NO. Department 10

8 vs.

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

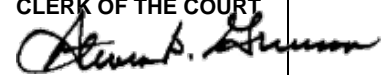
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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST, ET
AL.,

Plaintiffs,

vs.

DANIEL SIMON, ET AL.,

Defendants.

CASE#: A-18-767242

COMBINED WITH
CASE#: A-16-738444-C

DEPT. X

BEFORE THE HONORABLE TIERRA JONES
DISTRICT COURT JUDGE
THURSDAY, MAY 27, 2021

RECORDER'S TRANSCRIPT OF PENDING MOTIONS

APPEARANCES VIA BLUEJEANS:

For the Plaintiffs: STEVE L. MORRIS, ESQ.

For the Defendants: JAMES R. CHRISTENSEN, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

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Las Vegas, Nevada, Thursday, May 27, 2021

[Case called at 9:25 a.m.]

THE COURT: We are going to go on the record in A738444, Edgeworth Family Trust v. Lange Plumbing. This case is also consolidated -- okay, I need everybody on BlueJeans to mute. Okay. Also consolidated with the Edgeworth Family Trust v. Daniel Simon.

May the record reflect we are here for the renewed motion to reconsider, as well as there was a countermotion to adjudicate the lien on remand. I have read Plaintiff's renewed motion to reconsider the third amended decision and order. I have also read the opposition, as well as the countermotion. And I have read the reply in regards to the motion to reconsider. And there's also a motion for an order releasing the client funds, which we'll get to second.

So let's start with the renewed motion for reconsideration. Plaintiff, I have read everything that was submitted by the parties. Do you have anything you would like to add to what you previously submitted?

MR. MORRIS: Yes, Your Honor. I'm Steve Morris. I know that you just said you've read the papers. Still, however, I think it's necessary to -- for Mr. Edgeworth to make a record here of this hearing.

We point out in our papers, as you've probably recognized that the third amended order does not comply with the Supreme Court's mandate that brings this case back to your court. There isn't in the third amended -- in the third lien order, there isn't any basis or explanation for

1 -- to provide a basis for the \$200,000 in quantum merit award that you
2 awarded Mr. Simon for post discharge work, and I think that it's
3 necessary to do that. We don't have in the record -- we, of course, have
4 your decision, which says, among other things, the Court must establish
5 or determine the amount of a reasonable fee, but we don't have findings
6 from you or, as the Supreme Court said, an explanation to support the
7 \$200,000 as reasonable for work that was done post discharge.

8 The work that was done post discharge in your order is not
9 identified, and there is no statement by you or any opinion by you of the
10 value of that work that benefited the Edgeworths. So we don't have --
11 going back to the Supreme Court's words, we don't have from you, in
12 your third order, an explanation of the reasonableness of the \$200,000
13 that you ordered.

14 Now you're required to make an explanation of that, and the
15 Court also said, that in doing so -- and I know that you said in your order
16 that you considered the *Brunzell* factors, but you didn't point out, the
17 Supreme Court observed, what it is in the *Brunzell* factors that you found
18 and applied to the post-discharge work that would support your \$200,000
19 award.

20 In the opposition to this motion, which, Your Honor, you also
21 say you've read, the opposition says there's more than what Mr. Simon
22 described in his super bill as the work he did post discharge and the
23 opposition, however, doesn't cite anything. It just simply says substance
24 -- we had a five day hearing, and that five day hearing covered a lot of
25 ground and had a lot of information in it.

1 The point is, and it's illustrated by Exhibit LL to our motion
2 for reconsideration, that's the color coded chart that breaks down by
3 about a job -- it's about a job description, the time that was spent by Mr.
4 Simon and his associate, Ashley Ferrel, in wrapping up, or in my words,
5 closing out the file of his representation in this case. He's been
6 compensated for the work that he did, that you found impressive, and
7 we're not disputing that. What we're disputing and what we're asking
8 you to consider is did he work 71 -- he and his associate work 71.10
9 hours -- point 1 hours. And it describes, largely, garden variety close out
10 work to conclude his representation of the Edgeworths in this case.

11 That super bill was the only record we have of Simon's post
12 discharge work, and as you pointed out at one time, it may be -- it may
13 be even questionable at that. But at the very most, if you credit
14 everything that he says on that bill -- and, by the way, give him credit for
15 71.10 hours, you would be compensating him at almost \$3,000 an hour if
16 you were to confirm this \$200,000 quantum meruit award.

17 We say that's unreasonable, and we point to, in saying that
18 in our papers, that our belief is, and we ask you to consider it, that the
19 work he did should not be valued any more than -- and we describe it at
20 most, and it's still generous -- at the rate of which he was compensated
21 prior to post discharge, because the work that you found that justified
22 what he was claiming, and you ordered for previous charged work, is not
23 the work that he did post discharge. Post discharge is telephone calls,
24 administration, reading emails, and so on to wrap up his participation in
25 the case. It's just routine, as I say, close out administrative work.

1 In addition, the third amended order has an error in it, which
2 we describe as a scrivener's error for \$71,594.93 in costs that, as you
3 acknowledged in your order on page 18, that had already been paid. The
4 Edgeworths had paid those. Those costs should not have been added
5 back into this order adjudicating the lien.

6 So, Your Honor, to summarize this, I think we can say that at
7 the very most, considering the work that was done, the character of that
8 work, and the absence of findings to show that it had had some
9 substance as opposed to just routine clean-up work to get out of the case
10 and close his file on it, \$34,000 or just a little less than that, 33,000 nine
11 plus will be more than sufficient to compensate Mr. Simon for his post
12 discharge work, and we ask you to enter and reconsider in doing so,
13 your third order, and conclude in accordance with the directions from
14 the Supreme Court that that work that he did is worth no more than
15 \$34,000.

16 THE COURT: Okay. Thank you, counsel. Mr. Christensen,
17 your response.

18 MR. CHRISTENSEN: Yes, Your Honor. I'm going to first
19 address the Edgeworth's motion, and then I'll address the
20 counter motion.

21 THE COURT: Okay.

22 MR. CHRISTENSEN: The difficulty with the Edgeworth's
23 motion is that they haven't set forth grounds for reconsideration. The
24 claim that the Court's latest order did not comply with the mandate , for
25 example, didn't take note of the fact that there was a *Brunzell* analysis

1 that was added in, and that there were also additional findings added in
2 concerning the work that Simon did to uphold the Court's quantum
3 merit analysis.

4 There's several kind of throw up on the wall issues that are
5 raised as an attempt to gain reconsideration. One of them is that they
6 say they were not provided with an opportunity to file a reply. I pointed
7 out in the opposition that they didn't make any showing that that's
8 actually a fundamental right, that they had a due process right to file a
9 reply and, lastly, that they did not establish what their argument would
10 have been. They didn't provide it. So they did not establish undue
11 prejudice and thereby they cannot ask for reconsideration.

12 The reply is fairly telling, and it kind of goes in line with the
13 general theme of all of these recent filings. They argue that they did not
14 make a due process argument, that they were merely stating a fact that
15 they were denied their, quote, "right to reply," and that, quote, "should
16 not have been denied that right as a fact."

17 So they kind of bootstrapped themselves into their own relief
18 by ignoring the fact that they have two false premises. They just skip
19 over them. One is no right to reply; and, two, is no undue prejudice. At
20 most, it's -- if you can't say what you would have said in your reply that
21 would have changed the mind of the Court, then it's [indiscernible -
22 audio/video frozen].

23 So we never get to actually examining their arguments in the
24 first place because they haven't established a right to reconsideration.
25 But I would like to go to them anyway because, if nothing else, to

1 support the Court's quantum meruit analysis. You know, at the outset,
2 they're promoting an hourly computation of the fees to Simon. That's
3 not the only route that the Court can take. Under a quantum meruit, it's
4 within the Court's discretion to use a wide variety of metrics on how to
5 add up the fees. One of them is market rate. Another one is -- you know,
6 under -- there are arguments that are not well stated in the moving
7 papers concerning contingency fee, flat fee, all of that.

8 But we know from the very early case of *Fracasse v. Brent*,
9 which came out of California in 1972, that when a lawyer is fired on the
10 courthouse steps of either a good result, or a good trial result, or a
11 judgment, or a settlement, that the lawyer is not bound by any artificial
12 restrictions, the lawyer gets the full value of their work. And Nevada law
13 follows right along from *Fracasse*. *Fracasse* has been cited a number of
14 times.

15 So let's take a look at the actual arguments that are
16 submitted by the Edgeworths. They use terms like garden variety. They
17 had [indiscernible - audio/video frozen]

18 THE COURT: Mr. Christensen, can you hear us? Because I'm
19 having difficulty hearing you now and your video is gone.

20 MR. CHRISTENSEN: I can hear you.

21 THE COURT: Okay. We can't hear you, because now you're
22 on the screen, but you're frozen.

23 MR. CHRISTENSEN: I could hold up notes.

24 THE COURT: Can you log out and log back in?

25 MR. CHRISTENSEN: Yes, I can. I will do that.

1 THE COURT: Okay. Never mind, we can hear you now.

2 MR. CHRISTENSEN: Okay.

3 THE COURT: Yeah, we can hear you now.

4 MR. CHRISTENSEN: I'm sorry, Your Honor. You know, my
5 office is downtown and Cox it's a challenge to us all.

6 THE COURT: I get it. I get it.

7 MR. CHRISTENSEN: I want to just focus in on one area that
8 they complain about, kind of to remove the curtain from this fallacy of
9 the garden variety argument that they have.

10 So they go all around on when the Viking settlement was
11 finalized, when the release was finalized. They make very definitive
12 statements that it was all over by the 27th. As I pointed out in the
13 opposition, they ignored the Court's finding of fact number 13 on that
14 point. In the reply, they never provided a basis for how they can ignore
15 that finding of fact or get around it. They simply say more of the same.

16 So let's get into it. There was discussion, and some of it is
17 cited by the Edgeworths. For example, on page 16 of day 4 transcript,
18 the Court asked this question. "And you got the mutual release on
19 11/27." And Mr. Simon replied, "Right in that range, yeah." So he
20 doesn't say it was exactly on the 27th. In fact, he discusses that it was
21 before he got the letter of direction, which, of course, didn't come into
22 his office until the 30th, and we have a finding of fact on that as well.

23 And then on page 17 of the same transcript, Mr. Simon
24 further described that he went on over to Joel Henriod's office and
25 actually sat down with him and worked on the release and finished it up.

1 These folks put a great deal of strength in the super bill. If you take a
2 look at that, there it is, there's a November 30th entry on page 75, when
3 he was -- when Mr. Simon was negotiating the release with Mr. Henriod.
4 And there are other entries throughout that time when they were
5 negotiating the release, including the 29th, the 27th. That was an active
6 issue, and it was active all the way through the 30th, which is after the
7 time he was discharged.

8 So, you know, these are not garden variety items. If they're
9 garden variety items, Mr. Vannah would not have been so assertive in
10 the hearing before Your Honor when he said, I don't know what's going
11 on, and he didn't want to get involved with the release. He didn't want
12 to sign it. And he said in open court, that he didn't want to get involved.
13 And, in fact, he sent an email, which is also referenced in the Court's
14 findings about the number of hours that it would take him to get up to
15 speed in order to address these, what are now termed as garden variety
16 items.

17 So there was value added to the case. This is not simple
18 hourly billing or else Mr. Vannah could have handled it. He's an
19 immensely qualified attorney. If he's saying he's not able to handle it
20 without a whole lot of study, and work, and over a week's time of
21 reviewing the file and getting up to speed, then all of that needs to be
22 taken into consideration when you evaluate the value of Mr. Simon's
23 services, assuming that you start the clock on November 29th.

24 Moving on to Mr. Simon's argument. We have a legal
25 argument; we have promoted that legal argument before. As pointed

1 out in the reply, it appears to be a cut and paste. That is accurate. Very
2 astute. Mainly it is. Surprisingly, although it's a cut and paste, and
3 although the Edgeworths have seen this argument before, they still don't
4 put up an argument as to why the law cited in that argument does not
5 apply. As you know, Your Honor, our argument is that once the contract
6 was found as being discharged that then, as a matter of law, the
7 payment term of the discharged contract cannot be enforced. That's it.
8 Simply put.

9 So we say that the quantum meruit clock should start back in
10 September. There is another unrebutted declaration of Will Kemp
11 submitted, which is in line with his prior unrebutted testimony that there
12 was a tremendous amount of value added to the case from September
13 forward. And the counterargument is going to be that, well, the
14 Supreme Court didn't address that or doesn't allow that type of an
15 analysis in their mandate, and we disagree with that.

16 When you take a look -- a course grained look at the case as a
17 whole, you have to include the order where the petition for writ by Mr.
18 Simon was denied as moot. And in that petition, Simon sought relief
19 because of the argument that once the implied in fact contract was
20 discharged, that it was improper to enforce the payment term.

21 So clearly the Supreme Court is saying we're sending it back
22 down anyway, so we don't have to address this. We're going to throw it
23 back to the District Court. Now they can come up with a
24 counterargument to that, certainly, but we have two competing
25 arguments at this time, and they're both based upon the record. So that

1 question is left to this Court. And if the Court finds that, yes, we do get
2 to address that issue, then I would submit that Mr. Simon has shown the
3 legal basis for reconsideration because of the error of law argument.

4 Also, on the QM argument, there is one thing to remember,
5 that Mr. Simon also increased the value of the Lange settlement. There
6 was a rather odd argument made that because the -- in the reply, that
7 because the settlement document had a December date on it, that clearly
8 everything was done back in December. I'm not sure how that holds.
9 Even if the date is the same, every other word, other than the date, could
10 have been changed. Of course, that didn't happen. Only the numbers
11 changed. But the mere fact that the date predated the increase in value,
12 it doesn't mean that other parts of the release does not change. That's
13 another unsound argument.

14 Unless Your Honor has any questions. Thank you.

15 THE COURT: Thank you, Mr. Christensen. Mr. Morris, any
16 reply to what Mr. Christensen just argued?

17 MR. MORRIS: Yes, Your Honor. Thank you. I just want to
18 make a couple of observations -- well, more than a couple, several.

19 Once is that your latest order, the third order, which we're
20 asking you to reconsider and modify in accordance with the Supreme
21 Court's direction, is the same order that was before the Nevada Supreme
22 Court. Your order with respect to quantum meruit hasn't changed in the
23 sequence of the orders that have been entered in this case on that
24 subject.

25 So it isn't as if we are coming up at the last moment with

1 something in the way of an analysis to try to effect reconsideration.
2 We're asking you to reconsider this order on the same basis that the
3 Nevada Supreme Court directed you to do so. And we don't claim -- as
4 Mr. Christensen erroneously argues, we don't claim that there's been
5 any denial of due process. We don't claim -- and we point out in our
6 reply that we don't claim that the denial of the right to file a reply to the
7 second order was reserved by that jurisdiction and, certainly, affects us
8 here. We're just pointing out the history of this litigation and the fact
9 that we should have been -- we should have been allowed, and
10 particularly the local rule, to file a reply. We have filed a reply now. It's
11 the reply in support of reconsideration of this third order.

12 Mr. Christensen also went on to say that there are other
13 factors that you can consider, other than the hourly rate that Mr. Simon
14 was paid predischarge for the work that he did, and he referred to
15 something like the market rate. He wouldn't elaborate on that. But the
16 market rate, you know, is what Mr. Simon, in the first instance, offered
17 his super bill in support of. And I want to come back to that super bill in
18 just a moment.

19 But I would point out in making that argument, Mr.
20 Christensen is flying in the face or in the heat of the Supreme Court's
21 order that this quantum meruit finding, which has been consistent -- the
22 quantum meruit portion of your decisions, which was inconsistent from
23 the date of appeal until today, to say that you cannot consider, which is
24 largely what Mr. Christensen is arguing, you can't consider in
25 establishing quantum meruit the work that was done predischarge, and

1 that's our point.

2 We also point out, when he takes issue with us ignoring
3 finding of fact number 13, we addressed that in our reply. We pointed
4 out that Mr. Christensen miscited and misquoted finding of fact number
5 13. You didn't say in that finding that -- anything about on or after.
6 What you said was on or about, and we point that out in a footnote in
7 our reply. So it's necessary, I think, to correct the record on that.

8 Mr. Christensen's argument that Mr. Simon is entitled to
9 almost \$3,000 an hour for work that he did to close up the file, which
10 [indiscernible] not I described as, but I'll adopt that description as garden
11 variety closing up the file work. That \$3,000 an hour -- or it's actually
12 \$2789 an hour for each of the 71.1 hours that are on that super bill, that
13 is just extraordinary. And consider it in this light, Your Honor. If Mr.
14 Simon had not been fired, his compensation would have been -- would
15 have been established as you did with respect to, that he was owed
16 pre-discharge -- his work post discharge, or if he hadn't been fired, his
17 work would be to the end of his time, would have been on an hourly
18 basis.

19 So to get into that hourly basis, which *Brunzell* says you can
20 consider. It doesn't say you disregard it and throw it out the window
21 when the lawyer is terminated, but had he not been fired his
22 compensation would be exactly as we ask you to award, and that is not
23 more than \$34,000, which we put in our papers.

24 I want to point out another thing that Mr. Christensen said
25 that is contrary to Mr. Simon's testimony to you, and especially in

1 response to a question you asked him. You asked him if negotiations
2 have been completed before -- before he sat down to write his
3 November 27th letter to Edgeworth -- to the Edgeworths saying that he
4 wanted several million dollars more than he had agreed to take
5 previously. And he said that negotiations on the 27th, when he wrote
6 that letter to the Edgeworths, were complete before he knew that he --
7 that Vannah had been hired.

8 So I think that is -- pardon me?

9 UNIDENTIFIED SPEAKER: And before he wrote the letter.

10 MR. MORRIS: And before he wrote the letter. Yes, before he
11 wrote the letter and he knew that Vannah had been discharged, he had
12 completed negotiations.

13 He announced the end result on November 30th, but he also
14 established that the end result had already been negotiated. And you
15 made a finding that the Edgeworth's signed the consent to settle the
16 Lange case on December the 7th. That wasn't consequence of any work
17 that Mr. Simon was doing during that time.

18 This brings us to, I think, one of the most important parts of
19 this motion practice and all of this is included in our papers as exhibits.
20 And again I would like to refer you to Exhibit LL in support of the
21 principal motion. If you look at that, that's excerpts from Mr. Simon's
22 super bill. And here is the character of the work that he said he was
23 doing on and after he was discharged. He drafted and sent an email. He
24 reviewed and analyzed Lange's supplemental brief. He got an email
25 from his client. He drafted a letter to Teddy Parker. He reviewed a

1 release. He called Teddy Parker. He called someone that he refers to as
2 ANF. He looked at a bill. He negotiated a release with Mr. Henriod on
3 November the 30th, for three-and-a-half hours. He had a conversation
4 with Mr. Green.

5 He's trying to get -- he's trying to establish that he was doing
6 substantive work on and after the date he was discharged, but the super
7 bill simply does not support it, and that's the only record, Your Honor,
8 that we have of what he did do during this time period.

9 So we would say if you look at this testimony that ties the
10 contract negotiations that he was being compensated before he wrote to
11 the Edgeworths, that trends down the contract negotiations with respect
12 to Lange and Viking as have been substantively completed as of
13 November the 27th.

14 So, in sum, what we have here is dancing between the
15 raindrops in an effort to escape what in fact Mr. Simon has testified to
16 and what his super bill shows that he actually did. He put in some non-
17 substantive garden variety hours to close out his file and his
18 representation of the Edgeworths, and that totals 71.10 hours.

19 Mr. Christensen also raised the point that just simply -- it
20 defies rational analysis, and that is the Supreme Court's denial of Mr.
21 Simon's writ petition. He seemed to overturn the Court's determination
22 that he was entitled to \$200,000 in quantum meruit compensation and
23 that order simply says, as well as the Supreme Court entered, denying
24 writ petition. We reviewed the order in a direct appeal in docket number
25 77678 where they vacated the quantum meruit award and remanded it

1 for further proceedings.

2 Your Honor, those further proceedings are this proceeding.
3 We are now addressing that and that is precisely what the Supreme
4 Court asked to be done in its decision that it entered on December the
5 30th, saying that although there is evidence in the record that Simon and
6 his associate performed work after the constructive discharge, the
7 District Court did not explain how it views that evidence to calculate its
8 award. Thus, it was unclear whether the \$200,000 was a reasonable
9 amount to award for the work done after constructive discharge. That's
10 not for the work that was done prior to, as Mr. Christensen likes to
11 analogize it, to being fired on the courthouse steps. And the case then
12 goes ahead, apparently, in court.

13 But the point is that Mr. Simon was fired after the
14 substantive negotiations and agreements for settling the Viking, in
15 particular, and the Lange claims were completed, and he was
16 compensated for that. You've compensated him for that. We didn't
17 appeal that. What we appealed was, and what the Supreme Court sent
18 this back for, was the \$200,000 in quantum meruit.

19 And our point is, and as we point out in our -- in the opening
20 page of our reply in this particular proceeding is we're here on a very
21 limited basis. We're here only for the purpose of establishing what
22 would be reasonable, if it can be justified as reasonable, the \$200,000
23 that you awarded Mr. Simon in quantum meruit. And as we point out,
24 when you examine the record of what he did, that the Supreme Court
25 referred to, we see that Mr. Christensen describes as garden variety work

1 the 71.1 hours and \$2700 -- \$2789 per hour for each one of those 71
2 hours.

3 We say that's unreasonable. We say that ignores what
4 *Brunzell* said and other cases have said since then. Hourly rates to the
5 point of discharge can be considered, but they're not exclusive. You can
6 consider other factors too. And when you consider those other factors,
7 you've got to take into consideration what it is that the advocate
8 apparently did during the post discharge period.

9 We've covered that with you in Exhibit LL that describes all
10 of the work Mr. Simon and his associate, Ms. Ferrel did, and we have
11 concluded, and we ask you to accept our conclusion that Mr. Simon is
12 entitled to, at most -- we don't think he's entitled to \$34,000, but we
13 understand that you have some discretion here, that you have to ask
14 yourself that discretion on the basis of a record before you. And we
15 show that the record before you just simply will not support as the
16 Supreme Court, asked you to [indiscernible] anything more than \$34,000
17 for the work Mr. Simon and his associate did post discharge. Thank you
18 for listening to me.

19 THE COURT: Thank you very much.

20 MR. CHRISTENSEN: Your Honor, may I have one minute in
21 reply to of motion?

22 THE COURT: No, Mr. Christensen. We have litigated this
23 case for the last four years. I have heard everything under the sun about
24 this case. I have read everything that you guys have filed for four years.
25 I am going to issue a minute order on this decision.

1 Moving on to the second motion. The second motion is the
2 motion for an order releasing the client funds and requiring the
3 production of the complete client files. I have read the motion. Mr.
4 Christensen, you did cover this in your opposition. In your one
5 document, you did cover your opposition to both of these motions. And
6 I have also read the reply.

7 Mr. Morris, I have read everything, and I am very well aware
8 of what's going on with the funds in this case. My question in regards to
9 this is, if this Court were to deny your motion to reconsider, and you
10 appeal this decision, what is your position as to what that would do to
11 the funds and why should they be released before the appeal?

12 MR. MORRIS: I think we can find the answer to that in
13 *Nelson v. Heer*, which is 121 Nev. 832, a 2005 case, which says that
14 Simon is only entitled to security for the judgment that you enter in his
15 favor that we might appeal.

16 And, Your Honor, I would say that holding \$1,970,000 to
17 secure a judgment of less than 400,000 -- \$500,000 altogether, if you
18 denied our motion, would be unreasonable. And that means, I think, that
19 7055 still applies. The Court said in *Nelson v. Heer* that -- pardon?

20 UNIDENTIFIED SPEAKER: In *Morse*.

21 MR. MORRIS: I'm sorry, *Morse*. In the *Morse* case, that all
22 that Simon is entitled to is adequate security for the judgment that is
23 being appealed. And if your judgment is the \$200,000 that you're going
24 to stick with, when you add that to what has already been adjudicated,
25 and that's the maximum amount that he is entitled to, and that satisfies

1 the requirements of 7.055 and requires him --

2 THE COURT: Mr. Morris, just one second.

3 MR. MORRIS: -- to turn over the funds.

4 THE COURT: Mr. Morris, just one second. I need everybody
5 on BlueJeans to mute your microphones. Okay. Go ahead, Mr. Morris.

6 MR. MORRIS: I'm sorry.

7 THE COURT: And I'm sorry, Mr. Morris, I had to cut you --

8 MR. MORRIS: I didn't catch your last remark.

9 THE COURT: Yeah, I had to cut you off because I was getting
10 a lot of other feedback that wasn't you.

11 MR. MORRIS: Oh, oh, okay.

12 THE COURT: So, go ahead.

13 MR. MORRIS: Well, if it was feedback from me, I hope it was
14 persuasive.

15 In any event, Your Honor, we point out that that statute,
16 together with security, that is retained for Mr. Simon, supports the
17 turnover of the complete file to the Edgeworths as they've asked.
18 Remember there is still other litigation pending here that is not before
19 you that might have relevance to, and we would be entitled to examine
20 the files to deal with that or to address the issues in the other case.

21 Your Honor, we point out, and I know Mr. Christensen toils
22 with this and says he's produced everything that we're entitled to, but
23 the file we received, as we point out on page 4 of our motion, if you take
24 a look at Exhibit I --

25 THE COURT: And, Mr. Morris.

1 MR. MORRIS: -- to substantiate this.

2 THE COURT: Mr. Morris. Mr. Morris, I hate to cut you off,
3 but I have read every single page of every single thing that you have
4 submitted.

5 MR. MORRIS: Okay.

6 THE COURT: So can we address issues that I don't know
7 about from reading all of your briefing instead of just going over
8 everything that you wrote, because I've read it. I've spent hours
9 prepping for this hearing and reading everything that you guys
10 submitted.

11 MR. MORRIS: Okay. I guess, the best we could say here is if
12 you've read everything --

13 THE COURT: I have.

14 MR. MORRIS: -- is that, you know, we're not -- we're not
15 seeking documents that are propriety to Viking and Lange. We're
16 seeking emails to and from Viking and Lange that are not proprietary to
17 them. We're seeking information with respect to communications with
18 third parties. We're seeking communications with respect to the experts,
19 and the reports that they filed, and the research memos, and the search
20 that was done by Mr. Simon, that's in his file or should be in his file, and
21 that's what we're -- that's really the substance of what we're after.

22 THE COURT: Okay.

23 MR. MORRIS: So in the motion to release funds and produce
24 the files that were also referred to, and you've already pointed out
25 you've read everything, I won't belabor it, but Mr. Simon is entitled to all

1 uncontested amounts, and he's entitled to adequate security. So that's
2 all he's entitled to. He's not entitled to keep our file. He's not entitled to
3 tie up almost \$2 million in funds to a judgment that he says that could be
4 entered -- affirmed on appeal for less than -- for about \$535,000, when
5 you put everything together. That's including the 52,520 that was
6 submitted to you in an order, and you signed the day before yesterday,
7 plus the \$284,000 that you awarded predischarge. So that's our point.

8 THE COURT: Okay. Thank you very much. Mr. Christensen,
9 your response. And I would also remind you I have read everything that
10 was submitted in this case.

11 MR. CHRISTENSEN: I understand, Your Honor. I'll try to
12 keep it short. There are three different issues that were raised, and I
13 think we've confused some of them.

14 One, the reply did not respond to the opposition on the
15 distribution of the money. I think your question at the beginning was
16 very apt, and I also think it highlighted a problem. This motion is
17 premature. When the Court issues its order, if the Court reevaluates and
18 awards a larger QM number from September, as we've asked, then
19 that's one answer. That's one set we'll have to look at. If the Court
20 drives the number down and provides reasons, that provides us with
21 something else to look at. If the Court leaves the numbers the way they
22 are, that gives us a third thing to look at.

23 All of those may lead to different answers on what's going to
24 happen with the money held in trust. You cannot prejudge that. I don't
25 know why they filed this motion prematurely. They didn't reply in

1 support of their motion to disburse fund in their reply. I had assumed
2 they had dropped that, understanding that the motion was premature.
3 Apparently not. But this issue is premature. Let's wait and see what the
4 Court does, then we address it. That's the normal way things proceed.

5 There was a request to transfer funds. We did that. We
6 didn't do it as quickly as they wanted. They filed a motion after only ten
7 days without allowing for the fact that some folks are busy, and some
8 folks are out of town, and working, and we had to look at it. We had to
9 get an okay from them. And in so doing, in filing that motion, they said
10 some pretty nasty things.

11 You know, Mr. Vannah came up with the idea of putting the
12 money in Bank of America, and we agreed, and I don't know why that's
13 such a huge problem now. You're just talking about where the money is.
14 If it's over in Bank of America, they make interest. If it's over in the Steve
15 Morris trust account, then they don't get interest. That's about the only
16 difference.

17 THE COURT: And isn't the interest -- and to my recollection
18 when this happened in 2018, isn't the interest going to the Edgeworths?

19 MR. CHRISTENSEN: Yes.

20 THE COURT: Okay.

21 MR. CHRISTENSEN: They're making interest on their money
22 and on whatever money is eventually awarded and paid to Mr. Simon.
23 So they're -- so, whatever. We've agreed to it. We didn't have a
24 problem with it. We just didn't do it at the speed that they wanted,
25 although they didn't really have a basis to ask for it, but that's another

1 issue, and I think that issue is moot.

2 So let's go to turning over the file. You know -- I'm sorry, I'm
3 going to have to go back to the distribution money. In addition to it
4 being premature, you know, this is the first time they cited *Nelson v.*
5 *Heer*. I just looked through their papers. It's not in there. I would need a
6 chance to review the case. The last time I read it was years ago. And
7 they might be right, but you know something, the time to raise that
8 argument is after this Court issues its order.

9 Turning over the file. So on its face, 7.055 does not apply.
10 Mr. Simon has not been paid yet. I understand their security argument,
11 but that's not what the statute says. So we don't have a general
12 objection to turn over parts of the file that they can have, but there is an
13 NDA, Section 13 of the NDA does state that the NDA continues to exist
14 and be enforced after settlement of the underlying case. Section 13 does
15 state that archival copies that are held in counsel's file like expert
16 reports, et cetera, et cetera, that include confidential information, which
17 these expert reports do, are confidential under the NDA and continue to
18 do so.

19 You know, here's the problem. Mr. Simon signed the NDA.
20 If something happens to that confidential information that Viking or
21 Lange disagree with, he's the one who's going to be left holding the bag.
22 And you can't just ignore it and say, oh, we don't want proprietary
23 documents, but we do want the expert reports that contain proprietary
24 documents, and comment on the proprietary documents, and
25 incorporate them into the reports. It doesn't work that way. There's --

1 the NDA has to be addressed.

2 So there's two things that have to happen. One, they've got
3 to sign Exhibit A; and, number two, they have to establish under the
4 NDA why they have a current need for the documents. Now if they have
5 a current need for the documents in the other suit, then bring this motion
6 in the other suit.

7 I want to go to the security argument. Here's the problem
8 with that. *Morse* is a 1948 case. *Figliuzzi* was in the '90s. Both of them
9 predate the change to our statute, 18.015 in 2013. In 2013, the legal
10 landscape changed. The statute changed. *Morse* dealt with a case
11 where there was an ongoing underlying case and where the client could
12 establish prejudice if they didn't have access to the file. And the
13 Supreme Court said, yeah, as long as the District Court sets some sort of
14 reasonable security, then you can turn the file over, because at that time
15 in Nevada a retaining lien was a common law remedy. It wasn't
16 statutory and the same thing in *Figliuzzi*.

17 And in *Morse*, in fact, they even distinguished the difference
18 between a statutory charging lien and a retaining lien and said, you
19 know, the Court's got a lot more discretion with a common law retaining
20 lien than it does with a statutory charging lien. So let's fast forward.

21 In 2013, they added in language about the retaining lien. It's
22 in 18.015(1)(b). And, Your Honor, I apologize, I would have raised this in
23 the opposition, but this argument was brought up in the reply, so I
24 apologize for that.

25 So now we have a statutory retaining lien. And subsection 3

1 says -- I'm sorry, hang on. Here we go. Subsection 4(b), the lien
2 attaches to any file or other property left in the possession of the
3 attorney, including, without limitation, copies of the attorney's file -- and
4 it goes on -- and authorizes the attorney to retain any such file or
5 property until such time as an adjudication is made pursuant to
6 Subsection 6. That's the lien adjudication, which we're still here fighting
7 over.

8 So, again, their motion is premature. *Morse* and *Figliuzzi* no
9 longer apply. The statute changed. You know, if they had raised that in
10 their initial pleading, I could have gone a little bit more in depth in that,
11 and we could have addressed it a little bit more thoroughly. I apologize
12 for doing it during oral argument, but they raised it in the reply.

13 So that's the situation. We have a problem here with that
14 NDA, and they're not willing to address it. Even in *Morse*, the Supreme
15 Court said that they could retain confidential correspondence in that case
16 back in 1948. Here we have a written, enforceable NDA that we have to
17 deal with.

18 We also have to deal with the practical question of -- you
19 know, these folks raise the issue, and they say all this stuff is
20 indecipherable, it's vague, but they don't tell us why. So how do we
21 address that problem? Is it a particular file? Is it a folder? Is it the
22 pleading? Is it correspondence? What is it? What do we have to
23 reproduce? They won't tell us. They allege there's a problem, but they
24 won't tell us what it is, and then they tell us to fix it. I don't know how to
25 react to that, other than producing the file again in toto, which we

1 shouldn't have to do. We already gave them the file once. How many
2 times do they need it?

3 So there's practical issues, which they're just overlooking.
4 The rule does not make an attorney produce a file more than once. The
5 rule does not make an attorney ignore a binding NDA. And the rule does
6 not make an attorney produce the same parts of a file more than once.
7 They haven't produced any law on any of those issues. So we're willing
8 to cooperate, but there are some practical issues here that have to be
9 addressed, and I don't think the Edgeworths have given this Court
10 enough information to rule on this, if in fact 7.055 applied yet, which it
11 does not as Mr. Simon has not yet been paid under the statute. Thank
12 you, Your Honor.

13 THE COURT: Thank you, Mr. Christensen. Mr. Morris, your
14 response?

15 MR. MORRIS: Your Honor, in 2013, the legislature did not
16 amend 7.055 to overrule either *Morse* or *Figliuzzi*, as Mr. Christensen
17 suggests. That's just false. They're still -- all Mr. Simon is entitled to --
18 of course, he's entitled to get paid, but we are disputing what that
19 amount is. And if we're disputing what that amount is, he is secured for
20 the amount that he thinks should be paid, that's sufficient. That's all the
21 statute requires to require him to obey 7.055 and turn over his files.

22 Mr. Christensen said a moment ago that there's an NDA
23 here, and he made quite a bit to do about that. I point out, as we have in
24 our papers, you've read them, that we're bound by that NDA also. I also
25 point out, as we also put in our papers that we thought we had agreed

1 with Simon and Mr. Christensen that any confidential documents would
2 be excluded from the production that we received and would be
3 deposited with the Court and scheduled on [indiscernible] so we can
4 appropriately challenge those.

5 He doesn't address that, and I can understand why, because
6 that's something that would require a little bit more work than what they
7 did in producing what it is that we have and that was really by hard
8 drive. It wasn't on a thumb drive, and it wasn't in a banker's box that
9 was indexed. We got a hard drive from them of documents. Whether he
10 wants to describe those as archived or not, we got a hard drive with tens
11 of thousands of documents on it, disorganized, no guide post to what's
12 in there, and many of them -- and much of what we got from them was
13 indecipherable.

14 I know he doesn't have to produce documents more than one
15 time, but he has to produce documents and turn over that file that are
16 comprehensible and that have been filed in the order in which they were
17 received or sent, and he has not done that.

18 And with respect to the point that he's just baffled by what it
19 is that we wanted to -- when we say they're short, we know from what
20 we received and what we negotiated with him that we have not received
21 what we're entitled to and that is the complete client's file of Mr. Simon
22 in a comprehensible and understandable format.

23 We also know that the -- we've asked and have been turned
24 down, or we've been ignored -- Mr. Christensen doesn't raise this point
25 about well tell us what it is that we have withheld so we can then deal

1 with it. In point of fact, we did that. We wrote an email to him earlier
2 this month, and we pointed out on May the 11th, that -- what it is that --
3 what it is -- and we put that in our reply too, what it is that is missing
4 from the files that were produced, or if they were included in the hard
5 drive, they're not decipherable to us. We just can't make that
6 determination.

7 So we've done as much with respect to telling him what
8 we're entitled to, although we shouldn't have to do that. They should
9 simply have to turn over the file, and if they believe that there are items
10 in there that rise to the level of privilege from disclosure under the NDA,
11 then they should tender those with a privilege log to the Court, so that
12 we can challenge those withholdings and address it appropriately with
13 you.

14 That's essentially what I have to say, Your Honor, and I think
15 that that will conclude our [indiscernible] on you having to read and visit
16 these issues so many times.

17 THE COURT: Okay. Well, I do need to make a decision in
18 regard to the other motion before I can address this motion, so when I
19 put out the minute order on the other motion, I will put out a minute
20 order on this motion as well.

21 Thank you, counsel.

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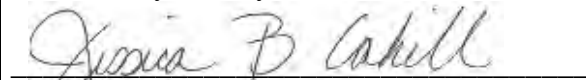
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MR. CHRISTENSEN: Thank you, Your Honor.

MR. MORRIS: Thank you.

[Proceedings concluded at 10:23 a.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of the proceeding in the above entitled case to the best of my ability.



Maukele Transcribers, LLC
Jessica B. Cahill, Transcriber, CER/CET-708

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

APPELLANTS,

VS.

DANIEL S. SIMON; THE LAW
OFFICE OF DANIEL S. SIMON,

RESPONDENTS.

Supreme Court Case No. 83258

Consolidated with 83260

Dist. Ct. Case No. A-18-767242-C

Consolidated with A-16-738444-C

**EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF
OPENING BRIEF**

**VOLUME V
AA0879 – AA1099**

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***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

CHRONOLOGICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-16	Second Amended Decision and Order on Motion to Adjudicate Lien	I	AA0024-AA0048
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-04-19	Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0564-AA0588
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258 (CONSOLIDATED WITH 83260)
APPELLANTS' APPENDIX***

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2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
2021-05-24	Notice of Entry of Order	IV	AA0841-AA0849
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2021-12-13	Order Consolidating and Partially Dismissing Appeals <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099

***EDGEWORTH FAMILY TRUST, ET AL. vs.
DANIEL S. SIMON; THE LAW OFFICE OF DANIEL S. SIMON
SUPREME COURT CASE NO. 83258
APPELLANTS' APPENDIX***

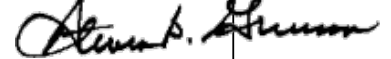
ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
2021-09-19	Amended Docketing Statement Civil Appeals (83258)	V	AA1083-AA1094
2018-11-19	Decision and Order on Motion to Adjudicate Lien	I	AA0001-AA0023
2021-03-30	Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien	I/II	AA0049-AA0343
2021-08-16	Docketing Statement Civil Appeals (83258)	V	AA1071-AA1082
2021-08-13	Docketing Statement Civil Appeals (83260)	V	AA1059-AA1070
2021-04-13	Excerpts of Opposition to Motion to Reconsider	II/III	AA0344-AA0546
2021-04-13	Nevada Supreme Court Clerk's Certificate Judgment Affirmed	III	AA0547-AA0563
2021-07-22	Notice of Appeal	V	AA0887-AA1058
2021-06-18	Notice of Entry of Decision and Order Denying Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Countermotion to Adjudicate Lien on Remand	V	AA0879-AA0886

**EDGEWORTH FAMILY TRUST, ET AL. vs.
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ALPHABETICAL INDEX

DATE	DOCUMENT TITLE	VOL.	BATES NOS.
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2021-05-13	Opposition to the Second Motion to Reconsider Counter Motion to Adjudicate Lien on Remand	IV	AA0695-AA0799
2021-12-13	Order Consolidating and Partially Dismissing Appeals, <i>(Filed in Supreme Court Case No: 83258)</i>	V	AA1095-AA1099
2021-05-03	Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	III	AA0589-AA0694
2021-05-27	Recorder's Transcript of Pending Motions	IV	AA0850-AA0878
2021-05-20	Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Third-Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien	IV	AA0800-AA0840
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Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**NOTICE OF ENTRY OF DECISION AND
ORDER DENYING PLAINTIFFS'
RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS'**
2 **RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION**
3 **AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S**
4 **COUNTERMOTION TO ADJUDICATE LIEN ON REMAND**

5 PLEASE TAKE NOTICE, a Decision and Order Denying Plaintiffs' Renewed Motion
6 for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and
7 Denying Simon's Countermotion to Adjudicate Lien on Remand was entered on the 17th day of
8 June, 2021. A true and correct copy of the file-stamped Decision and Order is attached hereto.

9 DATED this 18th day of June, 2021.

10 **JAMES R. CHRISTENSEN PC**

11 /s/ James R. Christensen

12 James R. Christensen Esq.
13 Nevada Bar No. 3861
14 601 S. 6th Street
15 Las Vegas NV 89101
16 (702) 272-0406

17 -and-

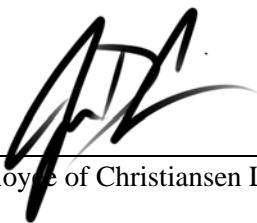
18 Peter S. Christiansen, Esq.
19 Nevada Bar No. 5254

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22 Las Vegas, NV 89101
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24 Attorneys for SIMON
25

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTIANSEN TRIAL LAWYERS, and that on this 18th day of June, 2021 I caused the foregoing document entitled ***NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO ADJUDICATE LIEN ON REMAND*** 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

ORDR

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Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

LANGE PLUMBING, LLC; THE VIKING
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SUPPLYNET, a Michigan Corporation; and
DOES 1 through 5; and, ROE entities 6 through
10;
Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**DECISION AND ORDER DENYING
PLAINTIFFS' RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR**
2 **RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION**
3 **TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO**
4 **ADJUDICATE LIEN ON REMAND**

5 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
6 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
7 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
8 (jointly the "Defendants" or "Simon") having appeared by and through their
9 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
10 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
11 "Edgeworths") having appeared through by and through their attorneys of record,
12 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
13 The Court having considered the evidence, arguments of counsel and being fully
14 advised of the matters herein, the **COURT FINDS** after review:
15

16 The Edgeworths' Renewed Motion for Reconsideration of Third Amended
17 Decision and Order on Motion to Adjudicate Lien is DENIED.

18 ///

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1 Simon's Countermotion to Adjudicate the Lien on Remand is DENIED.

Dated this 17th day of June, 2021

2 IT IS SO ORDERED.

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DISTRICT COURT JUDGE

478 B49 725D 8E26

Tierra Jones

District Court Judge

Approved as to Form and Content:

Submitted By:

JAMES R. CHRISTENSEN PC

MORRIS LAW GROUP

/s/ James R. Christensen

James R. Christensen Esq.

Nevada Bar No. 3861

601 S. 6th Street

Las Vegas NV 89101

Attorney for SIMON

Declined

Steve Morris Esq.

Nevada Bar No. 1543

801 S. Rancho Drive, Ste. B4

Las Vegas NV 89106

Attorney for EDGEWORTHS

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Edgeworth Family Trust,
Plaintiff(s)

CASE NO: A-16-738444-C

7 vs.

DEPT. NO. Department 10

8
9 Lange Plumbing, L.L.C.,
Defendant(s)

10
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:

15 Service Date: 6/17/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

1	Michael Nunez	mnunez@murchisonlaw.com
2		
3	Gary Call	gcall@rlattorneys.com
4	J. Graf	Rgraf@blacklobello.law
5	Robert Vannah	rvannah@vannahlaw.com
6	Christine Atwood	catwood@messner.com
7	Lauren Calvert	lcalvert@messner.com
8	James Alvarado	jalvarado@messner.com
9	Christopher Page	chrispage@vannahlaw.com
10	Nicholle Pendergraft	npendergraft@messner.com
11		
12	Rosa Solis-Rainey	rsr@morrislawgroup.com
13	David Gould	dgould@messner.com
14	Steve Morris	sm@morrislawgroup.com
15	Traci Baez	tkb@morrislawgroup.com
16	Jessie Church	jchurch@vannahlaw.com
17	James Christensen	jim@jchristensenlaw.com
18		
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28		

CLERK OF THE COURT
Alvin B. Linn

NOA
MORRIS LAW GROUP
Steve Morris, Bar No. 1543
Rosa Solis-Rainey, Bar No. 7921
801 S. Rancho Dr., Ste. B4
Las Vegas, NV 89106
Telephone: (702) 474-9400
Facsimile: (702) 474-9422
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Email: rsr@morrislawgroup.com

AA0887

MORRIS LAW GROUP
801 S. RANCHO DR., STE. B4 • LAS VEGAS, NEVADA 89106
702/474-9400 • FAX 702/474-9422

1 Please take notice that Plaintiffs Edgeworth Family Trust, American
2 Grating, LLC hereby appeal to the Supreme Court of Nevada from the
3 following orders and all rulings made appealable by these orders:

- 4 1. Decision and Order Entered June 18, 2021 Denying Motion styled
5 as Plaintiff's Renewed Motion for Reconsideration of April 19, 2021
6 Third-Amended Decision and refusing to obey the mandate of this
7 Court expressed in its Order of December 30, 2020 (Remittitur
8 Issued April 13, 2021) in Case Nos. 77678/78176;¹
9 2. Decision and Order Denying Edgeworth's Motion for Order
10 Releasing Client Funds in Excess of the Judgment, and Requiring
11 Production of Complete File, entered on June 18, 2021.

12 MORRIS LAW GROUP

13
14 By: /s/ STEVE MORRIS
15 Steve Morris, Bar No. 1543
16 Rosa Solis-Rainey, Bar No. 7921
17 801 S. Rancho Dr., Ste. B4
18 Las Vegas, Nevada 89106

19 Attorneys for Defendants
20 Edgeworth Family Trust and
21 American Grating, LLC

22 ¹ This Decision and Order of the district court could be potentially
23 confusing because of the district court's issuance of orders when it did not
24 have jurisdiction, prior to issuance of remittitur, and the court's April 19,
25 2021 republishing a prior order issued *sua sponte* without jurisdiction and
26 without consideration of this Court's mandate to reconsider the award of
27 attorney fees to Respondent Simon under the *Brunzell* factors. The
28 Edgeworths' effort to bring that *Brunzell* issue on remand to the district
court was styled Motion for Reconsideration of Third Amended Decision
and Order on Motion to Adjudicate lien. That motion was the first effort to
bring to the district court's attention the fact that she had not responded to
this Court's *Brunzell* mandate, which she still declined to do in her order of
June 18, 2021, denying the Edgeworths' motion.

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **NOTICE OF APPEAL**

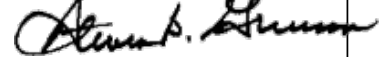
DATED this 17th day of June, 2021.

By: /s/ GABRIELA MERCADO
An employee of Morris Law Group

MORRIS LAW GROUP

801 S. RANCHO DR., STE. B4 • LAS VEGAS, NEVADA 89106
702/474-9400 • FAX 702/474-9422

Electronically Filed
7/17/2021 2:34 PM
Steven D. Grierson
CLERK OF THE COURT



ASTA
MORRIS LAW GROUP
Steve Morris, Bar No. 1543
Rosa Solis-Rainey, Bar No. 7921
801 S. Rancho Dr., Ste. B4
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Telephone: (702) 474-9400
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Email: rsr@morrislawgroup.com

Attorneys for Defendant
Edgeworth Family Trust and
American Grating, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

EDGEWORTH FAMILY TRUST;) Case No: A-16-738444-C
AMERICAN GRATING, LLC,) Dept. No: X

Plaintiffs,

v.

LANGE PLUMBING, LLC ET AL.,

Defendants.

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Plaintiffs,

v.

DANIEL S. SIMON, AT AL.,

Defendants.

Case No: A-18-767242-C
Dept. No. X

EDGEWORTH FAMILY TRUST
AND AMERICAN GRATING LLC'S
CASE APPEAL STATEMENT

Please take notice that Plaintiffs Edgeworth Family Trust, American Grating, LLC hereby submit the following Case Appeal Statement pursuant to NRAP 3(f).

1. Name of appellant(s) filing this case appeal statement:

Edgeworth Family Trust and American Grating, LLC

2. Presiding Judge:

The Hon. Tierra Jones, Clark County District Court Judge,
Department X.

3. Identify each appellant and the name and address of counsel for each appellant:

Appellants Edgeworth Family Trust and American Grating, LLC
are both represented by

MORRIS LAW GROUP
Steve Morris
Rosa Solis-Rainey
801 S. Rancho Dr., Ste B4,
Las Vegas, NV 89106

4. Identify each respondent and the name and address of appellate counsel:

The undersigned believes that Respondent Daniel S. Simon and
the Law Office of Daniel S. Simon, A Professional Corporation,
will be represented by

CHRISTIANSEN LAW OFFICES
Peter S. Christiansen
Kendele L. Works
810 S. Casino Center Blvd.,
Ste 104
Las Vegas, Nevada 89101
and/or

JAMES R. CHRISTENSEN
601 S. Third Street
Las Vegas, NV 89101

1 5. Whether any attorney identified in response to subparagraph 3
2 or 4 is not licensed to practice law in Nevada.

3 None, all are licensed in Nevada.

4 6. Whether appellants were represented by appointed or retained
5 counsel in the district court:

6 Retained.

7 7. Whether any appellant was granted leave to proceed *in forma*
8 *pauperis*;

9 Not applicable.

10 8. Indicate the date the proceedings commenced in the district
11 court:

12 The Complaint in the underlying property damage/products
13 defect dispute was filed on June 4, 2016; the lien was filed on
14 November 30, 2017 and amended on January 2, 2018.

15 9. Provide a brief description of the nature of the action and result
16 in the district court, including the type of judgment or order
17 being appealed and the relief granted by the district court:

18 The underlying action involved a property damage claim due to
19 a defective product. This appeal, like the proceedings referenced
20 in #10 below, arise from the attorney lien adjudication
21 proceedings that followed settlement of the underlying action.
22 This Court affirmed the district court's lien adjudication, its
23 finding that the attorney, Daniel Simon, was constructively
24 discharged, and remanded for the district court to (1) explain the
25 basis of the \$200,000 quantum meruit award and its
26 reasonableness under *Brunzell*, and (2) to also explain the
27 reasonableness under *Brunzell* of the \$55,000 attorney's fees and
28 costs award entered by the district court. On remand, the district

1 court entered an order explaining the reasonableness of the
2 \$50,000 attorney fee award and remitted the cost amount to the
3 actual amount incurred (\$2,520). With respect to No. 1, however,
4 the district court entered an amended order awarding the same
5 \$200,000 in quantum meruit without offering any explanation as
6 to its basis or its reasonableness under *Brunzell* as the Supreme
7 Court expressly directed it to do. The district court also refused
8 to enter an order releasing the excess between the more than
9 \$2M in funds being withheld from Appellants since 2018, and
10 the unpaid judgments. The district court also refused to order
11 Respondents to turn over the complete Edgeworth client file to
12 Appellants, despite the fact that Respondent Simon's fees were
13 fully secured.

14 **10. Whether the case has previously been the subject of an appeal to**
15 **or original writ proceeding in the Supreme Court or Court of**
16 **Appeals and, if so, the caption and docket number of the prior**
17 **proceeding:**

18 This case has been the subject of two appeals and one writ
19 proceeding:

- 20 a. Case No. 77678. Appellants: Edgeworth Family Trust and
21 American Grating, LLC; Respondents: Daniel S. Simon; and
22 the Law Office of Daniel S. Simon, a Professional Corporation.
23 b. Case No. 78176 (consolidated with 77878).
24 Appellants: Edgeworth Family Trust and American Grating,
25 LLC; Respondents: Daniel S. Simon; and the Law Office of
26 Daniel S. Simon, a Professional Corporation.
27 c. Case No. 79821. Writ of Prohibition or Mandamus.
28

Petitioner: Law Office of Daniel Simon; Respondent: Eighth
Judicial district Court, the Hon. Tierra Jones; Real Parties in
Interest: Edgeworth Family Trust and American Grating,
LLC.

11. Whether this appeal involves child custody or visitation:

No.

**12. If this is a civil case, indicate whether this appeal involves the
possibility of settlement:**

Not Likely.

MORRIS LAW GROUP

By: /s/ STEVE MORRIS

Steve Morris, Bar No. 1543

Rosa Solis-Rainey, Bar No. 7921

801 S. Rancho Dr., Ste. B4

Las Vegas, Nevada 89106

Attorneys for Defendants
Edgeworth Family Trust and
American Grating, LLC

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of MORRIS LAW GROUP, and that I caused the following to be served via the Court's mandatory e-filing and service system to those persons designated by the parties in the E-Service Master list for the above-referenced matter: **EDGEWORTH FAMILY TRUST AND AMERICAN GRATING LLC'S CASE APPEAL STATEMENT**

DATED this 17th day of July, 2021.

By: /s/ GABRIELA MERCADO
An employee of Morris Law Group

EIGHTH JUDICIAL DISTRICT COURT

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

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

§
§
§
§
§
§
§

Location: **Department 10**
Judicial Officer: **Jones, Tierra**
Filed on: **06/14/2016**
Case Number History:
Cross-Reference Case **A738444**
Number:
Supreme Court No.: **77678**
78176

CASE INFORMATION

Related Cases

A-18-767242-C (Consolidated)

Case Type: **Product Liability**

Statistical Closures

06/17/2021 Other Manner of Disposition
04/28/2021 Other Manner of Disposition
03/16/2021 Other Manner of Disposition
03/16/2021 Other Manner of Disposition
11/19/2018 Summary Judgment

Case Status: **06/17/2021 Closed**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-16-738444-C
Court Department 10
Date Assigned 02/10/2021
Judicial Officer Jones, Tierra

PARTY INFORMATION

Lead Attorneys

Plaintiff

American Grating LLC
Removed: 02/20/2018
Dismissed

American Grating LLC
Removed: 03/15/2018
Data Entry Error

Edgeworth Family Trust

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

Defendant

Lange Plumbing, L.L.C.

Parker, Theodore
Retained
7028388600(W)

Law Office of Daniel S Simon
Removed: 03/15/2018
Data Entry Error

Law Office of Daniel Simon, PC
Removed: 02/20/2018
Dismissed

Simon, Daniel S
Removed: 03/15/2018
Data Entry Error

Supply Network Inc
Removed: 01/02/2018
Dismissed

CASE SUMMARY

CASE NO. A-16-738444-C

Viking Automatic Sprinkler Co
Removed: 08/24/2016
Inactive

Viking Corporation
Removed: 01/02/2018
Dismissed

Viking Group Inc
Removed: 01/02/2018
Dismissed

Counter Claimant **Giberti Construction Llc**
Removed: 02/20/2018
Dismissed

Supply Network Inc
Removed: 02/20/2018
Dismissed

Viking Corporation
Removed: 02/20/2018
Dismissed

Counter Defendant **Lange Plumbing, L.L.C.**
Removed: 02/20/2018
Dismissed

Parker, Theodore
Retained
7028388600(W)

Supply Network Inc
Removed: 02/20/2018
Dismissed

Viking Corporation
Removed: 02/20/2018
Dismissed

Cross Claimant **Lange Plumbing, L.L.C.**
Removed: 02/20/2018
Dismissed

Parker, Theodore
Retained
7028388600(W)



Cross Defendant **Supply Network Inc**
Removed: 02/20/2018
Dismissed

Viking Corporation
Removed: 02/13/2018
Dismissed














Third Party Defendant **Giberti Construction Llc**
Removed: 12/08/2017
Dismissed

Third Party Plaintiff **Supply Network Inc**
Removed: 12/01/2017
Dismissed

Viking Corporation
Removed: 12/01/2017
Dismissed

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<u>EVENTS</u>	
06/14/2016	 Complaint Filed By: Plaintiff Edgeworth Family Trust <i>[1] Complaint</i>	
07/01/2016	 Declaration	

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

	Filed By: Plaintiff Edgeworth Family Trust <i>[3] Declaration of Service</i>
07/01/2016	 Affidavit of Service Filed By: Plaintiff Edgeworth Family Trust <i>[2] Affidavit of Service</i>
07/15/2016	 Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>[4] Defendant Lange Plumbing, LLC's Answer to Plaintiff's Complaint</i>
07/15/2016	 Initial Appearance Fee Disclosure Filed By: Defendant Lange Plumbing, L.L.C. <i>[5] Initial Appearance Fee Disclosure</i>
07/15/2016	 Demand for Jury Trial Filed By: Defendant Lange Plumbing, L.L.C. <i>[6] Demand for Jury Trial</i>
08/22/2016	 Stipulation and Order Filed by: Plaintiff Edgeworth Family Trust <i>[7] Stipulation and Order to Amend Complaint</i>
08/23/2016	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Edgeworth Family Trust <i>[8] Notice of Entry of Stipulation and Order to Amend Complaint</i>
08/24/2016	 Amended Complaint Filed By: Plaintiff Edgeworth Family Trust <i>[9] Amended Complaint</i>
09/02/2016	 Acceptance of Service Filed By: Plaintiff Edgeworth Family Trust <i>[10] Acceptance of Service</i>
09/06/2016	 Acceptance of Service Filed By: Plaintiff Edgeworth Family Trust <i>[11] Acceptance of Service</i>
09/07/2016	 Commissioners Decision on Request for Exemption - Granted <i>[12] Commissioner's Decision on Request for Exemption - Granted</i>
09/21/2016	 Answer to Complaint Filed by: Defendant Lange Plumbing, L.L.C. <i>[13] Defendant Lange Plumbing, LLC's Answer to Plaintiff's Amended Complaint and Cross Claim</i>
09/29/2016	 Answer to Amended Complaint Filed By: Counter Defendant Viking Corporation <i>[14] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Answer to Amended Complaint</i>
09/30/2016	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Viking Corporation

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

[15] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Initial Appearance Fee Disclosure

11/10/2016



Answer and Counterclaim

Filed By: Defendant Viking Automatic Sprinkler Co

[16] Cross-Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's (1) Answer to Cross-Claim by Lange Plumbing, L.L.C. and (2) Counterclaim against Lange Plumbing, L.L.C.

11/30/2016



Answer to Counterclaim

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

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

12/20/2016



Substitution of Attorney

Filed by: Counter Defendant Viking Corporation

[18] Defendants The Viking Corporation and Supply Network, Inc.'s Substitution of Counsel

01/04/2017



Joint Case Conference Report

Filed By: Plaintiff Edgeworth Family Trust

[19] Joint Case Conference Report

01/09/2017



Demand for Prior Discovery

Filed By: Counter Defendant Viking Corporation

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

01/13/2017



Motion for Summary Judgment

Filed By: Plaintiff Edgeworth Family Trust

[21] Plaintiff's Motion for Summary Judgment

01/18/2017



Opposition to Motion For Summary Judgment

Filed By: Counter Defendant Viking Corporation

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

01/30/2017



Subpoena Duces Tecum

Filed by: Counter Defendant Viking Corporation

[25] Subpoena Duces Tecum For American Grating, LLC

01/30/2017



Objection

Filed By: Plaintiff Edgeworth Family Trust

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

01/30/2017



Objection

Filed By: Plaintiff Edgeworth Family Trust

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

02/01/2017



Subpoena Duces Tecum

Filed by: Counter Defendant Viking Corporation

[26] Subpoena Duces Tecum for Giberti Construction, LLC

02/02/2017




Opposition

EIGHTH JUDICIAL DISTRICT COURT


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

Filed By: Defendant Lange Plumbing, L.L.C.
[27] Defendant Lange Plumbing's Opposition to Plaintiff's Motion for Summary Judgment

02/13/2017

 Order Shortening Time
Filed By: Plaintiff Edgeworth Family Trust
[28] Plaintiffs Motion to Amend the Complaint on Order Shortening Time


02/21/2017

 Scheduling Order
[29] Scheduling Order


02/21/2017

 Opposition
Filed By: Defendant Lange Plumbing, L.L.C.
[30] Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiff's Motion to Amend Complaint on Order Shortening Time


02/27/2017

 Reply to Opposition
Filed by: Plaintiff Edgeworth Family Trust
[31] Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion to Amend the Complaint on Order Shortening Time


02/28/2017

 Reply to Opposition
Filed by: Plaintiff Edgeworth Family Trust
[32] Reply to All Defendants Opposition to Plaintiffs Motion for Summary Judgment


03/01/2017

 Order Setting Civil Jury Trial
[33] Order Setting Civil Jury Trial


03/07/2017

 Motion for Summary Judgment
Filed By: Plaintiff Edgeworth Family Trust
[37] Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only


03/07/2017

 Initial Appearance Fee Disclosure
Filed By: Plaintiff American Grating LLC
[35] Initial Appearance Fee Disclosure


03/07/2017

 Affidavit of Service
Filed By: Plaintiff Edgeworth Family Trust
[36] Affidavit of Service


03/07/2017

 Second Amended Complaint
Filed By: Plaintiff Edgeworth Family Trust
[34] Second Amended Complaint


03/10/2017

 Subpoena Duces Tecum
Filed by: Plaintiff Edgeworth Family Trust
[38] Subpoena - Civil

03/16/2017

 Order Denying Motion
Filed By: Plaintiff Edgeworth Family Trust
[39] Order Denying Plaintiffs Motion for Summary Judgment

03/20/2017

 Notice of Entry of Order
Filed By: Plaintiff Edgeworth Family Trust
[40] Notice of Entry of Order Denying Plaintiffs Motion for Summary Judgment

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

03/21/2017	 Order Filed By: Plaintiff Edgeworth Family Trust <i>[41] Order Granting Plaintiffs Motion to Amend the Complaint</i>
03/22/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[42] Notice of Entry of Order Granting Plaintiffs' Motion to Amend the Complaint</i>
03/29/2017	 Stipulation and Order Filed by: Plaintiff Edgeworth Family Trust <i>[43] Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i>
03/30/2017	 Notice of Entry Filed By: Plaintiff Edgeworth Family Trust <i>[44] Notice of Entry of Stipulation and Order to Continue Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i>
04/04/2017	 Answer to Amended Complaint Filed By: Counter Defendant Viking Corporation <i>[45] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Plaintiffs' Second Amended Complaint & Third Party Complaint Against Giberti Construction LLC</i>
04/05/2017	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Viking Corporation <i>[46] Defendants/Third-Party Plaintiffs The Viking Corporation & Supply Network, Inc.'s Initial Appearance Fee Disclosure [Third-Party Complaint]</i>
04/07/2017	 Opposition Filed By: Defendant Lange Plumbing, L.L.C. <i>[47] Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion for Summary Judgment</i>
04/12/2017	 Answer to Amended Complaint Filed By: Defendant Lange Plumbing, L.L.C. <i>[48] Defendant Lange Plumbing's Answer to Plaintiff's Second Amended Complaint and Cross Claim</i>
04/14/2017	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Viking Corporation <i>[49] The Viking Corporation & Supply Network, Inc.'s Joinder with Additional Points & Authorities to Lange's Opposition to Plaintiff's Second Motion for Summary Judgment</i>
04/18/2017	 Reply to Motion Filed By: Plaintiff Edgeworth Family Trust <i>[50] Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing Only</i>
05/01/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[51] Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for Deposition</i>
05/04/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust

EIGHTH JUDICIAL DISTRICT COURT

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

[52] Subpoena Duces Tecum

05/04/2017



Motion

Filed By: Plaintiff Edgeworth Family Trust

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

05/05/2017



Motion

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

[54] Defendant Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on an Order Shortening Time

05/08/2017



Receipt of Copy

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

[55] Receipt of Copy for Lange Plumbing's Motion to Compel

05/08/2017



Summons

Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[56] Summons with Affidavit of Service- Giberti

05/15/2017



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[57] Plaintiffs' Opposition to Defendant Lange Plumbing, LLC's Motion to Compel Plaintiffs to Release Sprinkler Heads for Testing by Lange Plumbing, LLC on Order Shortening Time

05/17/2017



Opposition

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

[58] Lange Plumbing's Limited Opposition to Plaintiffs' Motion for an Order to Show Cause & Compel James Kreason to Appear for Deposition

05/22/2017

Administrative Reassignment - Judicial Officer Change

From Judge Jessie Walsh to Judge Tierra Jones

05/24/2017



Answer & Counterclaim (Criminal)

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[59] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Lange Plumbing, LLC's Amended Cross-Claim and Amended Counter Claim

05/31/2017



Affidavit of Service

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[60] Proof of Service

06/01/2017



Opposition

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

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

06/01/2017



Reply to Opposition

Filed by: Plaintiff Edgeworth Family Trust

[62] Reply to Defendant Lange Plumbing, LLC's Limited Opposition to Plaintiffs' Motion for An Order to Show Cause and Compel James Kreason to Appear for Deposition

06/02/2017















Deposition Subpoena











Filed By: Plaintiff Edgeworth Family Trust

[63] Subpoena

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

06/05/2017	 Reply to Opposition <i>[64] Reply to Defendant Lange's Opposition to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions</i>
06/06/2017	 Notice of Hearing Filed By: Plaintiff Edgeworth Family Trust <i>[65] Notice of Hearing</i>
06/06/2017	 Certificate of Mailing Filed By: Plaintiff Edgeworth Family Trust <i>[66] Certificate of mailing</i>
06/12/2017	 Answer to Third Party Complaint Filed By: Counter Claimant Giberti Construction Llc <i>[67] Third-Party Defendant Giberti Construction LLC's Answer to Defendant/Third-Party Plaintiffs' Third Party Complaint; Counterclaim Against Viking Corporation and Supply Network, Inc. dba Viking Supplynet; and Cross-Complaint Against Lange Plumbing, LLC</i>
06/12/2017	 Initial Appearance Fee Disclosure <i>[68] Defendant Giberti Construction LLC's Initial Appearance Fee Disclosure</i>
06/12/2017	 Demand for Jury Trial Filed By: Counter Claimant Giberti Construction Llc <i>[69] Third Party Defendant Giberti Construction LLC's Demand for Jury Trial</i>
06/14/2017	 Demand for Prior Discovery Filed By: Counter Claimant Giberti Construction Llc <i>[70] THIRD PARTY DEFENDANT GIBERTI CONSTRUCTION, LLC S REQUEST FOR PRIOR PLEADINGS, DISCOVERY, RECORDS AND DEPOSITION TRANSCRIPTS</i>
06/16/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[71] Subpoena Duces Tecum</i>
06/20/2017	 Response Filed by: Plaintiff Edgeworth Family Trust <i>[72] Plaintiffs Response to Third Party Defendant Giberti Construction LLC's Request for Prior PLeadings, Discovery, Records and Deposition Transcripts</i>
06/26/2017	 Motion to Extend Discovery Filed By: Counter Claimant Giberti Construction Llc <i>[73] Gliberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
06/27/2017	 Joinder Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[74] The Viking Corporation & Supply Network, Inc.'s Joinder to Giberti Construction, LLC's Motion to Continue Discovery Deadlines</i>
06/29/2017	 Stipulated Protective Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[75] Stipulated Protective Order</i>
06/29/2017	

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

	 Discovery Commissioners Report and Recommendations Filed By: Defendant Lange Plumbing, L.L.C. <i>[76] Discovery Commissioner's Report and Recommendations</i>
06/29/2017	 Notice of Change of Address Filed By: Counter Claimant Giberti Construction Llc <i>[77] Notice of Change of Address</i>
07/05/2017	 Response <i>[78] Defendant/Cross claimant Lange Plumbing, LLC's Response to Third Party Defendant Giberti Construction, LLC's Demand for All Prior Pleadings and Discovery</i>
07/11/2017	 Answer to Crossclaim <i>[79] Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to Giberti Construction, LLC's Cross Claim</i>
07/11/2017	 Answer to Crossclaim <i>[80] Defendant/Cross Claimant/Cross Defendant Lange Plumbing, LLC's Answer to The Viking Corporation's & Supply Network's Amended Cross Claim</i>
07/11/2017	 Supplement Filed by: Plaintiff Edgeworth Family Trust <i>[81] Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions</i>
07/11/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[82] Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
07/13/2017	 Answer to Counterclaim Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[83] Defendants The Viking Corporation & Supply Network, Inc.'s Answer to Giberti Construction, LLC's Counter Claim</i>
07/14/2017	 Supplement Filed by: Plaintiff Edgeworth Family Trust <i>[84] Second Supplement to Plaintiffs' Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions</i>
07/14/2017	 Motion to Extend Discovery Filed By: Counter Claimant Giberti Construction Llc <i>[85] Giberti Construction, LLC's Mtn to Extend Discovery Deadlines on OST</i>
07/17/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[86] Plaintiffs' Opposition to Defendant Giberti Construction, LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i>
07/19/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[87] Application For Issuance of Commission to Take Out of State Deposition</i>
07/19/2017	 Commission Issued Filed by: Plaintiff Edgeworth Family Trust

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

[88] *Commission to Take Out of State Deposition*

07/19/2017



Objection

Filed By: Plaintiff Edgeworth Family Trust

[89] *Plaintiffs' Objection to Confidentiality Designation Pursuant to the Protective Order*

07/21/2017



Joinder To Motion

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

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

07/26/2017



Supplemental Joint Case Conference Report

Party: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[91] *Supplemental Joint Case Conference Report*

07/26/2017



Discovery Commissioners Report and Recommendations

Filed By: Plaintiff Edgeworth Family Trust

[92] *Discovery Commissioners Report and Recommendations*

07/27/2017



Joinder

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

07/27/2017



Motion for Protective Order

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[94] *The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for Order Shortening Time*

08/04/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworth Family Trust

[95] *Subpoena Duces Tecum*

08/07/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworth Family Trust

[96] *Subpoena Duces Tecum*

08/07/2017



Motion for Protective Order

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[97] *Defendants The Viking Corporation and Supply Network, Inc.'s Motion for Protective Order No. 2 & Request for Order Shortening Time*

08/14/2017



Transcript of Proceedings

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

08/14/2017



Transcript of Proceedings

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

08/14/2017



Motion

Filed By: Plaintiff Edgeworth Family Trust

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

08/14/2017














Designation of Expert Witness

Filed By: Plaintiff Edgeworth Family Trust

[101] *Plaintiffs Edgeworth Family Trust and American Grating, LLC's Initial Designation of*

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

Expert Witnesses and Reports

08/15/2017	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[102] Plaintiffs' Opposition to Defendant the Viking Corporation & Supp Network, Inc.'s Motions for Protective Orders & Requests for Order Shortening Time</i>
08/16/2017	 Proof of Service Filed by: Defendant Lange Plumbing, L.L.C. <i>[103] Proof of Service</i>
08/17/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[104] Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/17/2017	 Reply Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[105] Defendants The Viking Corporation & Supply Network, Inc.'s Reply Re: Motions for Protective Order [NOS. 1 & 2]</i>
08/18/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[106] Receipt of Copy</i>
08/18/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[107] Defendants The Viking Corporation & Supply Network, Inc.'s Opposition to Plaintiffs' Motion to Compel</i>
08/18/2017	 Notice of Association of Counsel <i>[108] Notice of Association of Counsel</i>
08/18/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[109] Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum</i>
08/21/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[110] Reply to Viking's Opposition to Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on Order Shortening Time</i>
08/29/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc <i>[111] Order Granting Giberti Construction, LLC's Motion to Extend Discovery Deadlines (1st Request)</i>
08/30/2017	 Notice of Entry of Order <i>[112] Notice of Entry of Order Granting Giberti Construction LLC's Motion to Extend Discovery Deadlines</i>
08/31/2017	 Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[113] Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplinet's</i>

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

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

09/01/2017



Motion to Associate Counsel

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[114] *Motion to Associate Counsel*

09/01/2017



Motion to Associate Counsel

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[115] *Motion to Associate Counsel (Kenton L. Robinson)*

09/01/2017



Application for Issuance of Commission to Take Deposition

Party: Plaintiff Edgeworth Family Trust
[116] *Application For Issuance of Commission to Take Out of State Deposition*

09/01/2017



Commission to Take Deposition Outside the State of Nevada

Filed By: Plaintiff Edgeworth Family Trust
[117] *Commission to Take Deposition Outside the State of Nevada*

09/05/2017



Opposition

Filed By: Plaintiff Edgeworth Family Trust
[118] *Plaintiffs' Limited Opposition to Viking's Motions to Associate Counsel on an Order Shortening Time*

09/05/2017



Opposition and Countermotion

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

09/11/2017



Motion to Compel

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[120] *Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & Order Shortening Time*

09/12/2017



Reply

Filed by: Plaintiff Edgeworth Family Trust
[121] *Reply to Defendants the Viking Corporation and Supply Network, Inc. dba Viking SupplyNet's Opposition to Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.*

09/12/2017



Opposition

Filed By: Plaintiff Edgeworth Family Trust
[122] *Plaintiffs' Opposition to Defendants the Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or In the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time*

09/12/2017



Supplement to Opposition

Filed By: Other Rimkus Consulting Group, Inc.
[123] *Nonparty Rimkus Consulting Group, Inc.'s Supplement to its Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order*














09/13/2017



Order












Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc
[124] *Order Admitting to Practice (John W. McConnell, III)*

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













09/13/2017	 Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[125] Order Admitting to Practice (Kenton L. Robinson)</i>
09/13/2017	 Order Setting Civil Jury Trial <i>[126] Amended Order Setting Civil Jury Trial</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[127] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[128] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[129] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[130] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[131] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[132] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[133] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[134] Commission to Take Out of State Deposition</i>
09/13/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[135] Application for Issuance of Commission to Take Out of State Deposition</i>
09/13/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[136] Commission to Take Out of State Deposition</i>
09/14/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[137] Subpoena Duces Tecum</i>
09/14/2017	 Subpoena Duces Tecum

EIGHTH JUDICIAL DISTRICT COURT




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

	Filed by: Plaintiff Edgeworth Family Trust <i>[138] Subpoena Duces Tecum</i>
09/14/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[139] Reply to Non-Party Rimkus Consulting Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum and Opposition to Counter Motion to Quash and Motion for Protective Order</i>
09/18/2017	 Designation of Expert Witness Filed By: Plaintiff Edgeworth Family Trust <i>[140] Plaintiff Edgeworth Family Trust and American Grating, LLC's Rebuttal Designation of Expert Witnesses and Reports</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[141] Notice of Entry of Order (JWM)</i>
09/20/2017	 Notice of Entry of Order Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[142] Notice of Entry of Order (KLR)</i>
09/20/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[143] Plaintiffs Motion to Compel Testimony and Evidence of Defendants, the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on Order Shortening Time</i>
09/21/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[144] Receipt of Copy</i>
09/21/2017	 Motion for Summary Judgment Filed By: Plaintiff Edgeworth Family Trust <i>[145] Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC. Only</i>
09/21/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[146] Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert Jay Rosenthal on Order Shortening Time</i>
09/22/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[147] Receipt of Copy</i>
09/26/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[148] Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Compel Testimony and Evidence of Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an expert on Order Shortening Time</i>
09/27/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworth Family Trust <i>[149] Discovery Commissioners Report and Recomendations</i>

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

09/28/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[150] Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i>
09/29/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[151] Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i>
09/29/2017	 Order Shortening Time Filed By: Plaintiff Edgeworth Family Trust <i>[152] Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time</i>
10/02/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[153] Receipt of Copy</i>
10/02/2017	 Joinder <i>[154] Third Party Defendant Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on an Order Shortening Time</i>
10/02/2017	 Opposition to Motion in Limine Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[155] The Viking Corporation & Supply Network, Inc. S Oppositon to Plaintiffs' Motion in Limine to Exclude Expert, Jay Roenthal</i>
10/03/2017	 Opposition to Motion to Compel Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[156] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Testimony and Evidence of Expert Robert Carnahan or Alternatively Strike Expert</i>
10/04/2017	 Motion to Reconsider Filed By: Plaintiff Edgeworth Family Trust <i>[157] Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel</i>
10/05/2017	 Recorders Transcript of Hearing <i>[158] Recorders Transcript of Hearing - All Pending Motions - heard on August 23, 2017</i>
10/06/2017	 Joinder Filed By: Counter Claimant Giberti Construction Llc <i>[159] Third Party Defendant GIBerti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST</i>
10/11/2017	 Opposition <i>[160] Defendant Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Motion to Bifurcate Trial and Countermotion to Strike</i>
10/11/2017	 Exhibits <i>[161] Exhibits to Lange Plumbing's Opposition to Plaintiffs' Motion for Summary Judgment and Bifurcate Trial</i>

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

10/11/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation <i>[162] Defendant The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>
10/11/2017	 Declaration Filed By: Counter Defendant Viking Corporation <i>[163] Declaration of Janet C. Pancoast in Support of Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>
10/11/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[164] Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc</i>
10/11/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[165] Commission to Take Out of State Deposition of Person Most Knowledgeable for Underwriters Laboratories, Inc.</i>
10/12/2017	 Recorders Transcript of Hearing <i>[166] Recorders Transcript of Hearing - All Pending Motions - heard on October 4, 2017</i>
10/12/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[167] Application for Issuance of Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group, Inc.</i>
10/12/2017	 Application for Issuance of Commission to Take Deposition <i>[168] Application for Issuance of Commission to Take Out of State Deposition of Harold Rodgers</i>
10/12/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[169] Commission to Take Out of State Deposition of Person Most Knowledgeable for Viking Group Inc.</i>
10/12/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[170] Commission to Take Out of State Deposition for Harold Rodgers</i>
10/12/2017	 Motion <i>[172] Non-Party Zurich American Insurance Company s Motion For A Protective Order, Or In The Alternative To Quash Subpoenas</i>
10/13/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[171] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Supplement to Opposition to Plaintiffs' Motion to Strike The Viking Defendants' Answer on Order Shortening Time</i>
10/16/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust

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

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

10/17/2017



Supplement

Filed by: Plaintiff Edgeworth Family Trust

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

10/19/2017



Subpoena Duces Tecum

Filed by: Plaintiff Edgeworth Family Trust

[175] Subpoena Duces Tecum

10/19/2017



Affidavit of Service

Filed By: Plaintiff Edgeworth Family Trust

[176] Affidavit of Service

10/19/2017



Certificate of Electronic Service

Filed By: Plaintiff Edgeworth Family Trust

[177] Certificate of E-Service

10/19/2017



Discovery Commissioners Report and Recommendations

Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc

[178] Discovery Commissioner's Report & Recommendation- Hearing 8.23.17

10/19/2017



Motion for Determination of Good Faith Settlement

Filed By: Counter Claimant Giberti Construction Llc

[179] Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement

10/20/2017



Reporters Transcript

[180] Transcripts of Proceedings Tuesday, October 3, 2017

10/20/2017



Motion in Limine

Filed By: Plaintiff Edgeworth Family Trust

[181] Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time

10/20/2017



Receipt of Copy

Filed by: Plaintiff Edgeworth Family Trust

[182] Receipt of Copy

10/23/2017



Notice of Association of Counsel

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

[183] Notice of Association of Counsel

10/23/2017



Supplemental

Filed by: Plaintiff Edgeworth Family Trust

[184] Second Supplement to Reply to Viking's Opposition to Plaintiffs' Motion to Strike the Viking Defendants' Answer on Order Shortening Time

10/23/2017




Reply to Motion

Filed By: Plaintiff Edgeworth Family Trust

[185] Plaintiffs' Reply to Motion for Summary Judgement Against Lange Plumbing, LLC, Only and Reply to Opposition to Motion to Bifurcate Trial and Opposition to Strike Matters from the Record













EIGHTH JUDICIAL DISTRICT COURT

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

10/23/2017	 Non Opposition Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [186] Defendants The Viking Corporation & Supply Network, Inc.'s Notice of Non-Opposition to Third-Party Defendant Giberti Construction, LLC's Motion for Determination for Good faith Settlement
10/23/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [187] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel
10/23/2017	 Joinder to Opposition to Motion Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [188] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Joinder to Lange Plumbing, LLC's Opposition to Plaintiffs' Motion for Summary Judgment with Additional Points and Authorities
10/23/2017	 Recorders Transcript of Hearing [189] Recorders Transcript of Hearing - Re: All Pending Motions - heard on October 18, 2017
10/24/2017	 Supplement Filed by: Plaintiff Edgeworth Family Trust [190] Supplement to Plaintiffs' Reply to Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Reply to Viking's Joinder
10/26/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [191] Defendants the Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Robert Carnahan
10/30/2017	 Notice [192] Notice of Withdrawal of Counsel
10/30/2017	 Objection Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [193] Defendants The Viking Corporation & Supply Network, Inc.'s Objection to Discovery Commissioners' Report & Recommendation on Defendants' Motion to Compel Home Inspection
11/01/2017	 Recorders Transcript of Hearing [194] Recorders Transcript of Hearing - Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection and/or in the Alternative Motion to Strike Portions of Expert Testimony on Order Shortening Time - heard on Sept. 13, 2017
11/01/2017	 Motion to Stay Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [195] Defendants the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34 (e) & Request for Order Shortening Time
11/01/2017	 Recorders Transcript of Hearing [196] Recorders Transcript of Hearing - All Pending Motions - heard on October 24, 2017












EIGHTH JUDICIAL DISTRICT COURT

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

11/01/2017	 Motion to Strike Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[197] Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Strike Plaintiffs' Untimely Disclosed Expert Crane Pomerantz & Request for Order Shortening Time</i>
11/01/2017	 Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust <i>[198] Plaintiffs' Opposition to Non-Party Zurich American Insurance Company's Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter-Motion to Compel</i>
11/01/2017	 Order Filed By: Plaintiff Edgeworth Family Trust <i>[199] Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i>
11/03/2017	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[200] Notice of Entry of Order Granting Plaintiffs Motion to Amend the Complaint to Add Viking Group, Inc.</i>
11/03/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[201] Reply to Viking's Opposition to Plaintiffs' Motion to Reconsider Order Granting the Viking Defendants' Motions to Associate Counsel</i>
11/03/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[202] Plaintiffs Motion to Compel Viking Documents and For Order to Respond to Discovery on Order Shortening Time</i>
11/03/2017	 Motion Filed By: Plaintiff Edgeworth Family Trust <i>[203] Plaintiffs Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on Order Shortening Time</i>
11/06/2017	 Receipt of Copy Filed by: Plaintiff Edgeworth Family Trust <i>[204] Receipt of Copy</i>
11/07/2017	 Reply to Opposition Filed by: Plaintiff Edgeworth Family Trust <i>[205] Plaintiffs' Reply to Viking's Opposition to Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time</i>
11/08/2017	 Substitution of Attorney Filed by: Defendant Lange Plumbing, L.L.C. <i>[206] Substitution of Attorneys for Lange Plumbing</i>
11/09/2017	 Reply to Opposition Filed by: Subpoena'd (Non) Party Zurich American Insurance Company <i>[207] Non-Party Zurich American Insurance Company's Reply To Plaintiff's Opposition To Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, And Counter Motion To Compel</i>
11/13/2017	 Stipulation and Order














EIGHTH JUDICIAL DISTRICT COURT

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














	Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[208] Stipulation Regarding Motion in Limine Briefing Schedule</i>
11/14/2017	 Application for Issuance of Commission to Take Deposition Party: Plaintiff Edgeworth Family Trust <i>[209] Application for Issuance of Commission to Take Out of State Deposition</i>
11/14/2017	 Commission to Take Deposition Outside the State of Nevada Filed By: Plaintiff Edgeworth Family Trust <i>[210] Commission to Take Out of State Deposition</i>
11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[211] Defendant The Viking Corporation's Opposition to Plaintiffs' Motion to Compel Documents and Respond to Discovery Regarding Financial Information</i>
11/16/2017	 Opposition to Motion Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[212] Defendants The Viking Corporation and Supply Network, Inc. dba Viking Supplynet's Opposition to Plaintiffs' Motion to Compel Viking Documents</i>
11/16/2017	 Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust <i>[213] Plaintiffs' Opposition to Viking's Motion to Strike Untimely Disclosed Expert Crane Pomerantz on an Order Shortening Time and Counter Motion to Disclose Crane Pomerantz as an Initial Expert</i>
11/20/2017	 Discovery Commissioners Report and Recommendations Filed By: Plaintiff Edgeworth Family Trust <i>[214] Discovery Commissioners Report and Recommendations</i>
11/22/2017	 Supplemental Filed by: Defendant Lange Plumbing, L.L.C. <i>[215] Lange Plumbing, LLC s Supplemental Brief in Support of its Opposition to Plaintiffs Motion for Summary Judgment Against Lange Plumbing, LLC, Only and Countermotion Pursuant to EDCR 2.20(e)</i>
11/30/2017	 Notice of Attorney Lien Filed By: Plaintiff Edgeworth Family Trust <i>[216] Notice of Attorney Lien</i>
12/05/2017	 Subpoena Duces Tecum Filed by: Plaintiff Edgeworth Family Trust <i>[217] Subpoena Duces Tecum for Athanasia E. Dalacas, Esq.</i>
12/07/2017	 Motion for Determination of Good Faith Settlement Filed By: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[218] Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement & Request for Order Shortening Time</i>
12/08/2017	 Order Granting Motion Filed By: Counter Claimant Giberti Construction Llc <i>[219] Order Granting Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement</i>
12/13/2017	

EIGHTH JUDICIAL DISTRICT COURT

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

	 Notice of Entry of Order Filed By: Counter Claimant Giberti Construction Llc [220] <i>Notice of Entry of Order Granting Third Party Defendant Giberti Constructin LLC's Motion for Good Fiath Settlement</i>
12/14/2017	 Recorders Transcript of Hearing [221] <i>Recorder's transcript re All Pending Motions, Tuesday, November 14, 2017</i>
01/02/2018	 Stipulation and Order for Dismissal Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc [222] <i>Stipulation For Dismissal with Prejudice of Plaintiffs' Claims against Viking Entities</i>
01/02/2018	 Notice of Attorney Lien Filed By: Plaintiff Edgeworth Family Trust [223] <i>Notice of Amended Attorney's Lien</i>
01/05/2018	 Motion for Determination of Good Faith Settlement Filed By: Defendant Lange Plumbing, L.L.C. [224] <i>Joint Motion for Determination of Good Faith Settlement</i>
01/17/2018	 Memorandum of Costs and Disbursements Filed By: Plaintiff Edgeworth Family Trust [225] <i>Plaintiffs' Memorandum of Outstanding Costs and Disbursements</i>
01/18/2018	 Notice of Appearance [226] <i>Notice of Appearance</i>
01/24/2018	 Motion to Adjudicate Attorney's Lien [227] <i>Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC; Order Shortening Time</i>
01/24/2018	 Motion to Consolidate [228] <i>Motion to Consolidate on Order Shortening Time</i>
01/25/2018	 Motion Filed By: Plaintiff Edgeworth Family Trust [229] <i>Plaintiffs Emergency Motion to Extend Date for Hearing on Motion to Consolidate and Motion to Adjudicate on an Order Shortening Time (First Request)</i>
02/02/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust [230] <i>Plaintiffs Oppositions to Defendant's Motions to Consolidate and to Adjudicate Attorney Lien</i>
02/05/2018	 Reply in Support Filed By: Plaintiff Edgeworth Family Trust [231] <i>Reply in Support of Motion to Adjudicate Attorney Lien and Motion for Consolidation</i>
02/05/2018	 Notice of Appearance [233] <i>Notice of Appearance on Behalf of the Law Offices of Daniel S. Simon, P.C.</i>
02/06/2018	 Initial Appearance Fee Disclosure Filed By: Other Law Office of Daniel S. Simon, PC [232] <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>

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

02/16/2018	 Supplement Filed by: Other Law Office of Daniel S. Simon, PC <i>[234] Supplement to Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon, PC</i>
02/16/2018	 Opposition Filed By: Plaintiff Edgeworth Family Trust <i>[237] Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i>
02/20/2018	 Stipulation and Order for Dismissal Filed by: Counter Defendant Viking Corporation; Counter Defendant Supply Network Inc <i>[235] Stipulation and Order for Dismissal with Prejudice of all Claims & of Entire Action</i>
02/20/2018	 Opposition and Countermotion Filed By: Plaintiff Edgeworth Family Trust; Plaintiff American Grating LLC <i>[236] Plaintiffs Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i>
02/20/2018	 Recorders Transcript of Hearing Party: Plaintiff Edgeworth Family Trust <i>[238] Recorder's Transcript of Hearing, February 6, 2018, Motion and Status Check: Settlement Documents</i>
02/22/2018	 Order Granting Motion <i>[239] Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement</i>
03/01/2018	 Supplemental Brief Filed By: Plaintiff Edgeworth Family Trust <i>[240] Plaintiffs Supplement to Their Countermotion to Amend Complaint</i>
03/02/2018	 Motion to Dismiss Filed By: Defendant Lange Plumbing, L.L.C. <i>[241] Special Motion to Dismiss: Anti-Slapp; Order Shortening Time</i>
03/06/2018	 Reporters Transcript <i>[242] Recorder's Partial Transcript of Hearing Status Check: February 20, 2018 Settlement Documents Defendant Daniel S. Simon D/B/A Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time</i>
03/06/2018	 Notice of Entry of Order <i>[243] Notice of Entry of Order Granting Defendants The Viking Corporation & Supply Network, Inc.'s Motion for Good Faith Settlement</i>
03/07/2018	 Order <i>[244] Order Re Motion to Consolidate; Motion to Adjudicate Attorney's Lien</i>
03/15/2018	 Amended Complaint Filed By: Plaintiff Edgeworth Family Trust <i>[245] (A767242) Amended Complaint</i>
03/15/2018	 Summons Electronically Issued - Service Pending Party: Plaintiff Edgeworth Family Trust

EIGHTH JUDICIAL DISTRICT COURT

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

[246] *Summons*

03/16/2018



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[247] *Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp*

03/19/2018



Exhibits

[248] *Exhibit 1 to Plaintiffs Opposition to Defendants Special Motion to Dismiss*

03/19/2018



Exhibits

[249] *Exhibit 2 to Plaintiffs Opposition to Defendants Specail Motion to Dismiss Anti-Slapp*

03/19/2018



Exhibits

[250] *Exhibit 3 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp*

03/19/2018



Exhibits

[251] *Exhibit 4 to Plaintiffs Opposition to Defendants Special Motion to Dismiss:Anti Slapp*

03/19/2018



Exhibits

[252] *Exhibit 5 to Plaintiffs Opposition to Defendants Special Motion to Dismiss: Anti-Slapp*

03/20/2018



Notice of Entry of Order

[253] *Notice of Entry of Order*

03/20/2018



Acceptance of Service

Filed By: Plaintiff Edgeworth Family Trust

[254] *Acceptance of Service of The Summons and Amended Complaint*

03/21/2018



Reply in Support

[255] *Reply in Support of Special Motion to Dismiss: Anti-Slapp*

03/23/2018



Reply in Support

[256] *Reply in Support of Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)*

04/02/2018



Order Granting

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

[257] *Order Granting Joint Motion for Determination of Good Faith Settlement*

04/02/2018



Notice of Entry of Order

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

[258] *Notice of Entry of Order Granting Joint Motion for Determination of Good Faith Settlement*

04/03/2018



Notice of Entry of Stipulation & Order for Dismissal

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

[259] *Notice of Entry of Stipulation and Order for Dismissal With Prejudice of All Claims & of Entire Action*

04/09/2018



Motion to Dismiss

[260] *Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)*

04/24/2018



Opposition

Filed By: Plaintiff Edgeworth Family Trust

EIGHTH JUDICIAL DISTRICT COURT

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

[261] Plaintiffs Opposition to Defendant's (Third) Motion to Dismiss

05/02/2018



Transcript of Proceedings

[262] Recorder's Transcript of Hearing All Pending Motions April 3, 2018

05/10/2018



Motion to Dismiss

[263] Special Motion to Dismiss the Amended Complaint: Anit-SLAPP

05/18/2018



Brief

[264] Defendants' Brief Re: Evidentiary Hearing

05/18/2018



Brief

Filed By: Plaintiff Edgeworth Family Trust

[265] Plaintiffs' Bench Brief

05/23/2018



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[266] Plaintiffs Opposition to Defendants Second Special Motion to Dismiss: Anti-Slapp

09/17/2018



Trial Brief

Filed By: Plaintiff Edgeworth Family Trust

[267] Simon Law's Trial Brief Requesting an Adverse Inference for Invoking Spousal Privilege

10/11/2018



Decision and Order

[268] Decision and Order on Motion to Adjudicate Lien

10/11/2018



Order

[269] Decision and Order on Motion to Dismiss NRCP 12(B)(5)

10/11/2018



Order

[270] Decision and ORder on Special Motion to Dismiss Anti-Slapp

10/24/2018



Notice of Entry of Decision and Order

[271] Notice of Entry of Decision and Order on Motion to Dismiss NRCP 12(B)(5)

10/29/2018



Motion

[272] Motion to Amend Findings

10/31/2018



Motion to Amend

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

11/08/2018



Opposition

Filed By: Plaintiff Edgeworth Family Trust

[274] Plaintiffs' Opposition to Simon's Motion to Amend Findings Under NRCP 52; and/or, for Reconsideration

11/14/2018



Reply in Support

Filed By: Plaintiff Edgeworth Family Trust

[275] Reply in Support of Motion to Amend Findings Under NRCP 52; and/or for Reconsideration

11/19/2018



Amended Order

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

[276] Amended Decision and Order on Motion to Dismiss NRCP 12(B)(5)

11/19/2018



Order

[277] Decision and Order on Motion to Adjudicate Lien

12/07/2018



Case Appeal Statement

Filed By: Plaintiff Edgeworth Family Trust

[278] Case Appeal Statement

12/07/2018



Notice of Appeal

Filed By: Plaintiff Edgeworth Family Trust

[279] Notice of Appeal

12/07/2018



Motion for Attorney Fees and Costs

[280] Motion for Attorney Fees and Costs

12/13/2018



Motion for Order

Filed By: Plaintiff Edgeworth Family Trust

[281] Plaintiffs' Motion For An Order Directing Simon To Release Plaintiffs' Funds

12/17/2018



Opposition to Motion

Filed By: Plaintiff Edgeworth Family Trust

[282] Plaintiffs' Opposition to Simon's Motion for Fees and Costs

12/17/2018



Transcript of Proceedings

Party: Defendant Lange Plumbing, L.L.C.

[283] Recorder's Transcript of Proceedings re: Motion to amend findings, Thursday, November 15, 2018

12/17/2018



Notice of Appeal

[284] Notice of Cross Appeal

12/17/2018



Case Appeal Statement

[285] Case Appeal Statement

12/27/2018



Notice of Entry of Order

Filed By: Plaintiff Edgeworth Family Trust

[286] Notice of Entry of Orders

12/27/2018



Notice of Filing Cost Bond

[287] Notice of Posting Cost Bond

12/28/2018



Notice of Filing Cost Bond

Filed By: Plaintiff Edgeworth Family Trust

[288] Notice of Posting Cost Bond

12/28/2018



Notice of Hearing

Filed By: Plaintiff Edgeworth Family Trust

[289] Notice of Hearing on Plaintiffs' Motion for Release of Funds















01/08/2019



Reply in Support














[290] Reply in Support of Motion for Attorney Fees and Costs

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

01/09/2019	 Notice of Entry of Decision and Order <i>[291] Notice of Entry of Decision and Order on Special Motion to Dismiss Anti-Slapp</i>
01/11/2019	 Opposition to Motion <i>[292] Opposition to Plaintiffs' Motion for Release of Funds</i>
01/28/2019	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[293] Plaintiffs' Reply to Opposition to Plaintiffs' Motion for Release of Funds</i>
01/30/2019	 Transcript of Proceedings <i>[294] Recorder's Transcript of Proceedings re Motion for Attorney's Fees and Costs</i>
02/08/2019	 Decision and Order <i>[295] (A738444 and A767242) Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney Fees and Costs</i>
02/08/2019	 Notice of Entry of Decision and Order <i>[296] Notice of Entry of Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs</i>
02/15/2019	 Notice of Appeal Filed By: Plaintiff Edgeworth Family Trust <i>[297] Notice of Appeal</i>
02/15/2019	 Case Appeal Statement Filed By: Plaintiff Edgeworth Family Trust <i>[298] Case Appeal Statement</i>
04/12/2019	 Request Filed by: Plaintiff Edgeworth Family Trust <i>[299] Plaintiffs' Request for Transcript of Proceedings</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[300] Evidentiary Hearing, Day 2 -Excerpt Testimony of Brian Edgeworth, Wednesday, August 27, 2018</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[301] Evidentiary Hearing, Day 2 - Excerpt Testimony of Brian Edgeworth - Tuesday, August 28, 2018</i>
04/15/2019	 Transcript of Proceedings Party: Plaintiff Edgeworth Family Trust <i>[302] Evidentiary Hearing - Day 3, Excerpt Testimony of Brian Edgeworth - Wednesday, August 29, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[303] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 5, Tuesday, September 18, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[304] Recorder's Transcript of Proceedings re Pending Motions - Tuesday, May 29, 2018</i>

EIGHTH JUDICIAL DISTRICT COURT














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

05/08/2019	 Transcript of Proceedings <i>[305] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 1, Monday, August 27, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[306] Recorder's Transcript of Proceedings re Evidentiary Hearing - Day 2, Tuesday, August 28, 2019</i>
05/08/2019	 Transcript of Proceedings <i>[307] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 2, Wednesday, August 29, 2018</i>
05/08/2019	 Transcript of Proceedings <i>[308] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 4- Thursday, August 30, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[309] Recorder's Transcript of Proceedings re Pending Motions - Tuesday, May 29, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[310] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 1, Monday, August 27, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[311] Recorder's Transcript of Proceedings re Evidentiary Hearing, Day 3, Wednesday, August 29, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[312] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 4, Thursday, August 30, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[313] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 5, Tuesday, September 18, 2018</i>
06/13/2019	 Transcript of Proceedings <i>[314] Recorder's Transcript of Proceedings re Evidentiary Hearing Day 2 - Tuesday, August 28, 2018</i>
09/17/2019	 Amended Order <i>[315] Amended Decision and Order on Special Motion to Dismiss Anti-Slapp</i>
09/18/2019	 Notice of Entry of Decision and Order <i>[316] Notice of Entry of Amended Decision and Order</i>
09/08/2020	Case Reassigned to Department 3 <i>Case Reassignment from Judge Tierra Jones to Judge Douglas W. Herndon</i>
09/16/2020	 Transcript of Proceedings Party: Defendant Lange Plumbing, L.L.C. <i>[317] Recorder's Transcript of Hearing re Pending Motion - Tuesday, February 5, 2019</i>
01/04/2021	Administrative Reassignment - Judicial Officer Change














EIGHTH JUDICIAL DISTRICT COURT

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

Judicial Reassignment to Judge Monica Trujillo

02/10/2021	 Notice of Department Reassignment <i>[318] Notice of Department Reassignment</i>
03/16/2021	 Order <i>[319] Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs</i>
03/16/2021	 Order <i>[320] Second Amended Decision and Order on Motion to Adjudicate Lien</i>
03/24/2021	 Substitution of Attorney Filed by: Plaintiff Edgeworth Family Trust <i>[321] Substitution of Attorneys</i>
03/30/2021	 Motion to Reconsider Filed By: Plaintiff Edgeworth Family Trust <i>[322] Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien</i>
03/31/2021	 Clerk's Notice of Hearing <i>[323] Notice of Hearing</i>
04/13/2021	 NV Supreme Court Clerks Certificate/Judgment - Affirmed <i>[324] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Affirmed in Part, Vacated in Part and Remand; Rehearing Denied</i>
04/13/2021	 Opposition and Countermotion <i>[325] Opposition to Motion to Reconsider and Request for Sanctions; Counter Motion to Adjudicate Lien on Remand</i>
04/28/2021	 Order <i>[326] Third Amended Decision and Order on Motion to Adjudicate Lien</i>
05/03/2021	 Notice of Association of Counsel Filed By: Plaintiff Edgeworth Family Trust <i>[327] Notice of Association of Counsel</i>
05/03/2021	 Motion to Reconsider Filed By: Plaintiff Edgeworth Family Trust <i>[328] Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien</i>
05/11/2021	 Notice of Hearing <i>[329] Plaintiff's Renewed Motion for Reconsideration of Third Amended Decision and Order</i>
05/13/2021	 Motion for Order Filed By: Plaintiff Edgeworth Family Trust <i>[330] Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File</i>

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

05/13/2021	 Clerk's Notice of Hearing <i>[331] Notice of Hearing</i>
05/13/2021	 Opposition and Countermotion <i>[332] Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand</i>
05/16/2021	 Notice of Entry of Order <i>[333] Notice of Entry of Orders</i>
05/20/2021	 Opposition to Motion <i>[334] Opposition to Edgeworths' Motion for Order Releasing Client Funds and Requiring Production of File</i>
05/20/2021	 Reply Filed by: Plaintiff Edgeworth Family Trust <i>[335] Reply ISO Plaintiffs' Renewed Motion for Reconsideration of Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien</i>
05/21/2021	 Reply in Support Filed By: Plaintiff Edgeworth Family Trust <i>[336] Edgeworths' Reply In Support of Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File</i>
05/24/2021	 Decision and Order Filed By: Plaintiff Edgeworth Family Trust <i>[337] Second Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for Attorney's Fees and Costs</i>
05/24/2021	 Notice of Entry of Order Filed By: Plaintiff Edgeworth Family Trust <i>[338] Notice of Entry of Order</i>
06/17/2021	 Decision and Order Filed By: Plaintiff Edgeworth Family Trust <i>[339] Decison and Order Denying Plaintiff's Renewed Motion For Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien and Denying Simon's Counter Motion to Adjudicate Lien on Remand</i>
07/01/2021	 Motion to Reconsider Filed By: Plaintiff Edgeworth Family Trust <i>[340] Edgeworths' Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal</i>
07/07/2021	 Clerk's Notice of Hearing <i>[341] Notice of Hearing</i>
07/15/2021	 Opposition to Motion <i>[342] Opposition to Third Motion to Reconsider</i>
07/17/2021	 Reply Filed by: Plaintiff Edgeworth Family Trust

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

[343] Reply ISO Motion to Reconsider Order re Funds and File

07/17/2021



Notice of Appeal

Filed By: Plaintiff Edgeworth Family Trust

[344] Notice of Appeal

07/17/2021



Case Appeal Statement

[345] Edgeworth Family Trust and American Grating LLC's Case Appeal Statement

DISPOSITIONS

12/08/2017

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

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

Creditors: Giberti Construction Llc (Third Party Defendant)

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

01/02/2018

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

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

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

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

02/20/2018

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

Debtors: Edgeworth Family Trust (Plaintiff), American Grating LLC (Plaintiff), Rimkus

Consulting Group, Inc. (Other), Law Office of Daniel S. Simon, PC (Other)

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

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

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

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

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

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

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

Giberti Construction Llc (Counter Claimant)

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

02/22/2018

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

Debtors: Edgeworth Family Trust (Plaintiff)

Creditors: Viking Corporation (Defendant)

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

11/19/2018

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

Debtors: Lange Plumbing, L.L.C. (Defendant), Viking Automatic Sprinkler Co (Defendant),

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

(Defendant), Law Office of Daniel Simon, PC (Defendant), Law Office of Daniel S Simon

(Defendant)

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

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

04/13/2021

Clerk's Certificate (Judicial Officer: Jones, Tierra)

Debtors: Daniel S Simon (Defendant), Law Office of Daniel S Simon (Defendant)

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

Judgment: 04/13/2021, Docketed: 04/14/2021

Comment: Supreme Court No 77678 - "APPEAL AFFIRMED IN PART/VACATED IN PART"

05/24/2021

Amended Order (Judicial Officer: Jones, Tierra)

Debtors: Edgeworth Family Trust (Plaintiff)

Creditors: Daniel S Simon (Defendant)


Judgment: 05/24/2021, Docketed: 02/08/2019

Total Judgment: 52,520.00

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

Comment: In Part

HEARINGS

03/07/2017	<p>Motion for Summary Judgment (9:00 AM) (Judicial Officer: Barker, David) Events: 01/13/2017 Motion for Summary Judgment <i>Plaintiffs Motion for Summary Judgment</i> Denied;</p>
03/07/2017	<p>Motion to Amend Complaint (9:00 AM) (Judicial Officer: Barker, David) <i>Plaintiffs Motion to Amend the Complaint on Order Shortening Time</i> Granted;</p>
03/07/2017	<p> All Pending Motions (9:00 AM) (Judicial Officer: Barker, David) Matter Heard; Journal Entry Details: <i>PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFF'S MOTIONN TO AMEND THE COMPLAINT ON ORDER SHORTENING TIME Following arguments by counsel, COURT ORDERED, Plaintiff's Motion to Amend the Complaint, GRANTED. COURT FURTHER ORDERED, Plaintiff's Motion for Summary Judgment, DENIED. ;</i></p>
04/25/2017	<p> Motion for Summary Judgment (9:30 AM) (Judicial Officer: Bonaventure, Joseph T.) <i>Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only</i> Denied Without Prejudice; Journal Entry Details: <i>Court noted it reviewed everything. Further, its only been a short time for discovery. Following arguments by counsel, Court Stated its Findings, and ORDERED, Plaintiffs' Motion for Summary Judgment Against Lange Plumbing, LLC, Only, DENIED WITHOUT PREJUDICE. Counsel can re-file after the production of the rebuttal experts reports. Plaintiff's counsel to prepare the order.;</i></p>
05/17/2017	<p> Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST</i> Granted; Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST Journal Entry Details: <i>Commissioner advised counsel they need a joint protocol for destructive testing. Ms. Dalacas stated some sprinkler heads were inspected, and testing was requested on eight sprinkler heads. Colloquy re: transporting sprinklers, and if items are lost, who gets the adverse inference. Arguments by counsel. Pltf's expert is in San Diego. Commissioner suggested a paralegal or secretary fly to pick up spinklers. COMMISSIONER RECOMMENDED, motion is ALLOWED with CAVEATS; destructive testing is allowed for no more than 10 sprinkler heads as identified by experts; coordinate as other experts will be present or not, but filming is REQUIRED; Commissioner REQUIRED Defense counsel work with Pltf's counsel to determine how sprinkler heads will be transported; Deft Lange Plumbing will bear the costs of transfer and costs for risk of sprinkler heads not arriving at destination here in Las Vegas, and an adverse inference may be given if appropriate. Ms. Pancoast stated implicating Lange Plumbing with an adverse inference could impact Viking. Ms. Pancoast stated another party is coming into the case. COMMISSIONER RECOMMENDED, discovery cutoff EXTENDED to 10-16-17 adding parties, amended pleadings, and initial expert disclosures DUE 7-17-17; rebuttal expert disclosures DUE 8-17-17; file dispositive motions by 11-16-17; 1-8-2018 Trial date STANDS. Commissioner advised counsel to let the new party know about destructive testing. Commissioner is available by conference call if necessary. Ms. Dalacas to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;</i></p>
06/07/2017	<p>Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions</i> Granted;</p>



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

06/07/2017	<p>Opposition and Countermotion (9:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Defendant Lange Plumbing, LLC's Opposition to Plaintiff's Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(B)(6) Designee and for Sanctions and Countermotion for Sanctions</i></p> <p>Denied;</p>
06/07/2017	<p> All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30b6 Designee and for Sanctions Deft Lange Plumbing, LLC's Opposition / Countermotion for Sanctions Commissioner advised counsel the knowledge requirement was removed from the 30(b)(6) deposition. Arguments by counsel. Commissioner will consider Mr. Simon's request for fees. MATTER TRAILED for counsel to conduct a 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Dalacas will try to produce one of four witnesses and produce a 30(b)(6) Deponent on 6-29-17, and produce 1,000 personnel records by 6-14-17. Mr. Simon needs to see records to determine fees. Argument by Ms. Dalacas, and counsel requested Commissioner deny the fees. COMMISSIONER RECOMMENDED, Pltfs' Motion for an Order to Show Cause on 6-21-17 STANDS. COMMISSIONER RECOMMENDED, Mr. Simon's Request for Fees is UNDER ADVISEMENT; Plaintiffs Motion to Compel the Deposition of Defendant Lange Plumbing, LLC's 30(b)(6) Designee and for Sanctions is GRANTED, and include agreement in the body of Report and Recommendations; Status Check SET on Compliance; Commissioner will continue matter if counsel have a conflict; Deft Lange Plumbing, LLC's Countermotion for Sanctions is DENIED. Mr. Simon to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Further arguments by counsel. Ms. Dalacas's family member passed away. 7-12-17 9:00 a.m. Status Check: Mr. Simon's Request for Fees SC: Compliance;</i></p>
07/12/2017	<p>CANCELED Motion for Order to Show Cause (9:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Vacated</i></p> <p><i>Plaintiffs' Motion for An Order to Show cause and Compel James Kreason to Appear for Deposition</i></p>
07/12/2017	<p> Status Check (9:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Status Check: Mr. Simon's Request for Fees SC: Compliance</i></p> <p>Matter Heard; Status Check: Mr. Simon's Request for Fees SC: Compliance</p> <p>Journal Entry Details:</p> <p><i>Mr. Simon stated the 30(b)(6) witness was produced, and witness information is missing re: who installed sprinklers inside the home; Kyle Mao (Installer) was disclosed June 2017, Mr. Simon took his deposition and he was employed the entire time and is still employed. No information on Clinton Stephon or Al (maybe Alfonso). Argument by Mr. Simon; supplement provided to Commissioner in Open Court. On 6-14-17, Ms. Dalacas stated 3,000 Pages were produced, 14 employee personnel files, and counsel confirmed Mr. Mao was disclosed in a 16.1 disclosure within the last few months. Arguments by counsel. Mr. Simon will supplement costs for the 30(b)(6) deposition unless counsel work it out. Commissioner will uphold counsels' negotiations. Based on the Memorandum of Costs, COMMISSIONER RECOMMENDED, Commissioner awarded \$3,850, and payment due within 30 days after Court signs the recommendation. Commissioner accepted the analysis in supplemental memorandum, and Mr. Simon must apply the Brunzell factors; fees run to Lange Plumbing only, not the attorney; fees for court reporter and videographer for second 30(b)(6) deposition are UNDER ADVISEMENT; Status Check SET; if counsel believe documents are insufficient, have a 2.34 conference on the last 30(b)(6) discovery. Mr. Simon requested measurements, raw data, and videotape from destructive testing on sprinklers, but portions weren't videotaped, and sprinklers must be transported back to Pltf's expert in California. Ms. Dalacas's expert has sprinklers in his possession, and counsel has no problem releasing them with a protocol in place. Colloquy. COMMISSIONER RECOMMENDED, counsel to work out the protocol; Ms. Dalacas must turn over videotape, raw data, and raw data sheet to all parties by 7-19-17. Expert disclosure deadlines discussed. Based on counsels' agreement, COMMISSIONER RECOMMENDED, move dates two weeks except dispositive motions. Ms. Shaine advised Commissioner she has a pending Motion on OST to extend deadlines and the Trial date. Commissioner stated the Judge's Order would supercede today's Recommendation from the Commissioner. Ms. Ferrel to prepare the Report and Recommendations, and counsel</i></p>

EIGHTH JUDICIAL DISTRICT COURT

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

to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 8-9-17 9:00 a.m. Status Check: Fees (VACATED) CLERK'S NOTE: In addition to the attorneys' fees awarded above, the Discovery Commissioner awards Plaintiffs their costs of \$973.20 for the Court Reporter and Videographer for the deposition of Bernie Lange taken on June 29, 2017. These costs are to be included in the July 12, 2017 Report and Recommendations to be prepared by Plaintiffs' counsel and submitted within ten (10) days. The Status Check hearing set 8-9-17 is VACATED. (JL 7-21-17) CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Daviel Simon Athanasia Dalacas - Resnick & Louis Janet Pancoast - Cisneros & Marias Cher Shaine - O'Reilly Law;

07/13/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
07/14/2017	CANCELED Motion to Extend Discovery (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i> <i>Gilberti Construction, LLC's Motion to Extend Discovery Deadlines on OST</i>
07/14/2017	CANCELED Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i> <i>The Viking Corporation & Supply Network, Inc.'s Joinder to Gilberti Construction, LLC's Motion to Continue Discovery Deadlines</i>
07/25/2017	 Motion (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Giberti Construction LLC's Motion to Extend Discovery Deadlines on an Order Shortening Time</i> Granted; Journal Entry Details: <i>Following arguments by counsel, Court stated its findings and ORDERED, As to Giberti Construction LLC's Motion to Extend Discovery Deadlines, based on the original discovery disclosure deadline of 7-17-17, discovery extended for thirty 30 days. Deadlines are as follows: Close of Discovery will be 11-13-17; Last day to file motions to amend pleadings or add parties will be 8-14-17; Initial expert disclosure will be 8-14-17; Rebuttal expert disclosure 9-18-17; Last day to file dispositive motions will be 12-11-17. Colloquy regarding trial stacks. Upon Counsel's request, Court noted the 2-5-18 trial date will be the governing trial date for supplemental reports by experts. Court noted Judge Bonaventure's ruling on 4-24-17 that the motion for summary Judgment motion could be renewed after rebuttal expert reports, the Court will let that ruling Stand.;</i>
08/03/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
08/09/2017	CANCELED Status Check (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated</i> <i>Status Check: Fees</i>
08/23/2017	Motion for Protective Order (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST</i> Granted in Part;
08/23/2017	Motion for Protective Order (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request for OST</i> Granted in Part;
08/23/2017	Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST</i> Granted in Part;
08/23/2017	 All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)

EIGHTH JUDICIAL DISTRICT COURT

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

Matter Heard;

Journal Entry Details:

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions on OST Defendant's The Viking Corporation & Supply Network Inc.'s Motion for Protective Order (No. 2) & Request for OST The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request for OST COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery and for Sanctions is GRANTED IN PART; go back five years prior to date of this incident and produce models that use fusible link solder LIMITED to the United States for timeframe of January 1, 2012 up to the present time (any geographical locations where VK457 sprinkler heads were distributed). Arguments by counsel. Incident occurred April 2016. Two Attorneys are in the courtroom, but they haven't been admitted Pro Hac Vice. Email provided to Commissioner in Open Court from Mr. Simon. If an email is produced, Commissioner stated the attachments must be produced. MATTER TRAILED for a meaningful 2.34 conference. MATTER RECALLED: Mr. Simon stated Ms. Pancoast will produce more information. Arguments by counsel. Mr. Simon stated California litigation involves the same sprinkler heads and the same activation issue. Mr. Simon contacted counsel for Plaintiffs, but they refused to speak with him. The California case did not go to Trial. Colloquy re: what the Protective Order covered. COMMISSIONER RECOMMENDED, turn over expert depositions, reports, and Deft depositions or 30(b)(6) depositions. Colloquy re: turning over documents filed or attached to dispositive motions unless the Court seals the entire case. COMMISSIONER RECOMMENDED, produce Pltf depositions (Harold Rogers and Patrick Human), and Mr. Simon will pay reasonable copy costs under Rule 34(d). COMMISSIONER RECOMMENDED, in Motion to Compel - 1) VK457 produce all documents dealing with sprinkler activations worldwide from 1-1-2012 to the present; 2) production and decision to release 7800 sprinklers to the public December 2013 is a 30(b)(6) Topic - produce information and Pltf will pay reasonable copy charges; 3) drawings - provide information related to VK457; 4) all emails and attachments must be produced as discussed; 5) supplement answers and documents for VK457 and provide U.K. information related to VK457; 6) documents LIMITED to activation issues and over-tightening of screw or solder problem pertaining to VK457. Upon Mr. Simon's request for an organized production, COMMISSIONER RECOMMENDED, produce by date (month and year, earliest date first). Colloquy. COMMISSIONER RECOMMENDED, Request for Sanctions is DEFERRED, and Status Check SET; supplemental information due 9-22-17. Commissioner offered a Mandatory Settlement Conference. Ms. Pancoast stated the parties are setting up private Mediation in October. Contact Commissioner for assistance with a MSC if necessary. Colloquy re: resetting Mr. Carnahan's deposition on 9-7-17. Commissioner will not give a second deposition after the rebuttal report. COMMISSIONER RECOMMENDED, counsel must comply with Rule 16.1(a)(2); overly burdensome production is DENIED with the CAVEAT, after taking Mr. Carnahan's deposition, request the transcript. Colloquy re: asking questions about Mr. Carnahan's participation with the Law Firm. Mr. Simon made the Demand on the record. COMMISSIONER RECOMMENDED, reports and deposition transcripts from Thorpe litigation and SSF litigation must be available, and the whole work file for this case; every report, deposition transcripts, and billing records are PROTECTED unless there was a specific report pertaining to VK457 or a deposition given in Thorpe or SSF cases; if under a Protective Order, assert a privilege, and provide a copy of the Court Order to Mr. Simon. Colloquy re: emails not marked should not be confidential. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon brought four discs re: document production. COMMISSIONER RECOMMENDED, for Rule 30(b)(6) deposition, subjects 621, 622, 623, 624, are LIMITED to VK457 for 1-1-2012 to the present, but are Not Limited to the United States; Interrogatory 1 - identify document and bates label, or answer and verify; Interrogatory 2 is LIMITED to VK457; Request for Production 7 and 16 - answer them for five years prior to subject incident LIMITED to VK457, and email attachments must be produced; RTP 1, 2, 3 - production is Not Limited to the U.S., but is LIMITED to VK457 for 1-1-2012 to the present; if Defts don't have documents, explain efforts and why Defts don't have documents; supplement due 9-22-17. COMMISSIONER RECOMMENDED, The Viking Corporation & Supply Network, Inc.'s Motion for Protective Order & Request is GRANTED IN PART; Defendant's The Viking Corporation & Supply Network Inc's Motion for Protective Order (No. 2) & Request is GRANTED IN PART. Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution. 10-11-17 10:30 a.m. Status Check: Claims ;

09/07/2017 **CANCELED Status Check: Compliance (3:00 AM)** (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

09/07/2017 **Motion to Associate Counsel (3:00 AM)** (Judicial Officer: Jones, Tierra)


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

	Granted;
09/07/2017	Motion to Associate Counsel (3:00 AM) (Judicial Officer: Jones, Tierra) <i>Defendant Viking Corporation's Motion to Associate Counsel</i> Granted;
09/07/2017	 All Pending Motions (3:00 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED ;</i>
09/13/2017	 Motion to Compel (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST Denied Without Prejudice; Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST</i> Journal Entry Details: <i>Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defts wanted to conduct a heat test and inspect the property (wasn't done); Defts want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house. The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures. Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;</i>
09/19/2017	 Motion to Amend Complaint (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc.</i> Granted; Journal Entry Details: <i>Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.;</i>
09/20/2017	Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum</i> Granted;
09/20/2017	Opposition and Countermotion (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>NonParty Rimkus Constuling Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order</i> Denied;
09/20/2017	 All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie)

CASE SUMMARY
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	<p>Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26 (c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected. COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be charged more money. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.;</i></p>
10/03/2017	<p>Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i> Granted;</p>
10/03/2017	<p>Joinder to Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Third Party Defendant Giberti Corporation LLC's Joinder to Exclude Defendants, The Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time</i> Granted;</p>
10/03/2017	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Giberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.;</i></p>
10/04/2017	<p>Motion to Compel (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking corporation & Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST</i> Granted;</p>
10/04/2017	<p>Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Third Party Deft Giberti Corporation LLC's Joinder to Plaintiff's Motion to Compel Testimony and Evidence of Defts The Viking Corporation & Supply Network Inc. dba Viking Supplynet's Expert Robert Carnahan or in the Alternative Strike Robert Carnahan as an Expert on OST</i> Granted;</p>
10/04/2017	<p>Motion (9:30 AM) (Judicial Officer: Bulla, Bonnie)</p>

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

	<p>10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017 <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST</i> Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued;</p>
<p>10/04/2017</p>	<p>Joinder (9:30 AM) (Judicial Officer: Bulla, Bonnie) 10/04/2017, 10/18/2017, 10/24/2017, 11/17/2017 <i>Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST</i> Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued;</p>
<p>10/04/2017</p>	<p> All Pending Motions (9:30 AM) (Judicial Officer: Bulla, Bonnie) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their DocumentsThird Party Deft Giberti Corporation LLC's Joinder COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltf, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED. Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST Third Party Deft Giberti Corporation LLC's Joinder Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing.</i></p>

CASE SUMMARY

CASE NO. A-16-738444-C

	<p><i>COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Pltff's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case. Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder;</i></p>
10/18/2017	<p>Status Check: Compliance (10:30 AM) (Judicial Officer: Bulla, Bonnie) <i>Status Check: Compliance / Discovery</i> Matter Heard;</p>
10/18/2017	<p>Motion to Strike (10:30 AM) (Judicial Officer: Bulla, Bonnie) 10/18/2017, 10/24/2017 <i>Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST</i> Matter Continued; Deferred Ruling; Matter Continued; Deferred Ruling;</p>
10/18/2017	<p>Joinder (10:30 AM) (Judicial Officer: Bulla, Bonnie) 10/18/2017, 10/24/2017 <i>Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST</i> Matter Continued; Deferred Ruling; Matter Continued; Deferred Ruling;</p>
10/18/2017	<p> All Pending Motions (10:30 AM) (Judicial Officer: Bulla, Bonnie) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Status Check: Compliance I Discovery Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc. Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016. Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing. Sia Dalacas, Esquire, present for Lange Plumbing LLC. Upon Commissioner's inquiry, Ms.</i></p>


CASE SUMMARY

CASE NO. A-16-738444-C

Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET. Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED. 10-24-17 11:00 a.m. same as above;

10/19/2017 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer: Bulla, Bonnie)
Vacated - per Commissioner

10/24/2017 **Status Check** (11:00 AM) (Judicial Officer: Bulla, Bonnie)
Status Check: Status of case
Matter Heard;

10/24/2017  **All Pending Motions** (11:00 AM) (Judicial Officer: Bulla, Bonnie)
Matter Heard;
Journal Entry Details:

Status Check: Status of case Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants Answer on OST ATTORNEYS PRESENT: Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply Network Inc. and Viking Corporation). Colloquy re: load on link testing (pressure test), and soder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Pltf's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today. Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Pltfs in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19. After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by

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proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker. Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast. Commissioner will review documents in camera. Arguments by counsel re: document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. 11-17-17 10:00 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST;

10/31/2017

Motion for Summary Judgment (9:30 AM) (Judicial Officer: Jones, Tierra)
10/31/2017, 11/14/2017

Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate
Continued;

10/31/2017

Motion in Limine (9:30 AM) (Judicial Officer: Jones, Tierra)
10/31/2017, 11/14/2017

Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time
Continued;

10/31/2017



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

Matter Heard;

Journal Entry Details:

Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation. Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court. Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to

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Opposition by the end of the week. Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given. 11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only ;

11/09/2017

 **Motion to Reconsider (3:00 AM)** (Judicial Officer: Jones, Tierra)

11/09/2017, 11/14/2017

Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

Continued;

Journal Entry Details:

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

11/14/2017

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

Matter Heard;


Journal Entry Details:

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

EIGHTH JUDICIAL DISTRICT COURT



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Reconsider Order Granting The Viking Defendants Motions to Associate Counsel ;

11/14/2017	CANCELED All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated</i>
11/16/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i> <i>Status Check: Compliance</i>
11/16/2017	CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
11/17/2017	Motion for Protective Order (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel</i> Matter Continued; Case Settled
11/17/2017	Motion to Stay (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defits the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for OST</i> Matter Continued; Case Settled
11/17/2017	Motion to Strike (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST</i> Matter Continued; Case Settled
11/17/2017	Opposition and Countermotion (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel</i> Matter Continued; Case Settled
11/17/2017	Motion to Compel (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST</i> Matter Continued; Case Settled
11/17/2017	Motion to Compel (10:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST</i> Matter Continued;
11/17/2017	 All Pending Motions (10:00 AM) (Judicial Officer: Bulla, Bonnie) Matter Heard; Journal Entry Details: <i>Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defits the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34 (e) & Request for OST Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order, or in the Alternative to Quash Subpoenas and Counter Motion to Compel Plaintiffs' Motion to</i>


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	<p><i>Compel Viking Documents and for Order to Respond to Discovery on OST Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc. All counsel agreed to work together in good faith and requested to continue all Motions. COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17. 12-1-17 8:30 a.m. same as above;</i></p>
11/21/2017	<p> Motion for Determination of Good Faith Settlement (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement Granted; Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement Journal Entry Details:</i></p> <p><i>Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.;</i></p>
12/07/2017	<p>CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Vacated - per Commissioner</i></p>
12/12/2017	<p> Motion for Determination of Good Faith Settlement (8:45 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time</i></p> <p><i>Granted; Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time</i></p> <p><i>Journal Entry Details:</i></p> <p><i>The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign. COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated. 1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS;</i></p>
12/13/2017	<p>CANCELED Evidentiary Hearing (10:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Vacated - per Judge</i></p>
12/21/2017	<p>CANCELED Status Check: Compliance (3:00 AM) (Judicial Officer: Bulla, Bonnie)</p> <p><i>Vacated - per Judge</i></p>
12/21/2017	<p>CANCELED Calendar Call (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Vacated - per Judge</i></p>
01/02/2018	<p>CANCELED Calendar Call (9:00 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Vacated - Superseding Order</i></p>
01/08/2018	<p>CANCELED Jury Trial (1:00 PM) (Judicial Officer: Jones, Tierra)</p> <p><i>Vacated - per Judge</i></p>

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY
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01/09/2018	CANCELED Motion to Bifurcate (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i>
02/06/2018	Status Check: Settlement Documents (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard;
02/06/2018	Motion for Determination of Good Faith Settlement (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Plaintiffs' Joint Motion for Determination of Good Faith Settlement</i> Granted;
02/06/2018	Motion (9:30 AM) (Judicial Officer: Jones, Tierra) 02/06/2018, 02/08/2018, 02/20/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time</i> Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made; Continued; Continued; Matter Continued; Decision Made;
02/06/2018	Motion to Consolidate (9:30 AM) (Judicial Officer: Jones, Tierra) 02/06/2018, 02/08/2018 <i>Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time</i> Continued; Granted; Continued; Granted;
02/06/2018	 All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing. Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon. There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as well as the stipulation they will be signing, include the resolution of all claims between the defendant, the crossclaims and any additional insured obligations the defendants</i>

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may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged. Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, Matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given. 02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time 02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS ;

02/08/2018



All Pending Motions (3:00 AM) (Judicial Officer: Jones, Tierra)

Matter Heard;

Journal Entry Details:

Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m. 02/20/18 9:30 A.M. Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb;

02/20/2018

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

02/20/2018



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

Matter Heard;

Journal Entry Details:

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


03/23/2018



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


MINUTES

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

	<p>Not Settled; Journal Entry Details: <i>The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling. ;</i></p>
04/03/2018	<p>Motion to Dismiss (9:30 AM) (Judicial Officer: Jones, Tierra) 04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)</i> Matter Continued; Decision Made; Matter Continued; Decision Made;</p>
04/03/2018	<p>Status Check (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Status Check: Settlement Conference</i></p>
04/03/2018	<p>Opposition and Countermotion (9:30 AM) (Judicial Officer: Jones, Tierra) 04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018 <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)</i> Matter Continued; Decision Made; Matter Continued; Decision Made;</p>
04/03/2018	<p>Opposition and Countermotion (9:30 AM) (Judicial Officer: Jones, Tierra) 04/03/2018, 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018 <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint</i> Matter Continued; Decision Made; Matter Continued; Decision Made;</p>
04/03/2018	<p>Motion to Dismiss (9:30 AM) (Judicial Officer: Jones, Tierra) <i>Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time</i> Denied;</p>
04/03/2018	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>APPEARANCES CONTINUED: Robert Vannah, and Robert Greene, present. Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time....Status Check: Settlement Conference...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint Following arguments by counsel, COURT ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp, DENIED. COURT FURTHER ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Set for Evidentiary Hearing on the dates as Follows: 05-29-18 11:00 a.m., 05-30-18, at 10:30 a.m., and 5-31-18 at 9:00 a.m. Court notes is will rule on the Motion to Dismiss at the conclusion of the hearing. COURT FURTHER</i></p>




EIGHTH JUDICIAL DISTRICT COURT

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

	<p><i>ORDERED, Counsel to submit briefs by 5-18-18 and courtesy copy chambers. 05/29/18 11:00 A.M. EVIDENTIARY HEARING 05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING 05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING ;</i></p>
05/29/2018	<p>Evidentiary Hearing (9:30 AM) (Judicial Officer: Jones, Tierra) 05/29/2018, 08/27/2018-08/30/2018, 09/18/2018</p> <p>Matter Continued;</p> <p>Decision Made;</p> <p>Matter Continued;</p> <p>Decision Made;</p>
05/29/2018	<p> All Pending Motions (9:30 AM) (Judicial Officer: Jones, Tierra)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to consolidated case A767242. Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christiansen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be available. Mr. Vannah advised they will be present. Colloquy. 8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME 8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME ;</i></p>
05/30/2018	<p>CANCELED Evidentiary Hearing (10:30 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i></p>
05/31/2018	<p>CANCELED Evidentiary Hearing (9:00 AM) (Judicial Officer: Jones, Tierra) <i>Vacated - per Judge</i></p>

EIGHTH JUDICIAL DISTRICT COURT

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

08/27/2018	<p>Motion to Dismiss (10:30 AM) (Judicial Officer: Jones, Tierra) 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)</i> Decision Made;</p>
08/27/2018	<p>Motion to Dismiss (10:30 AM) (Judicial Officer: Jones, Tierra) 08/27/2018-08/30/2018, 09/18/2018 <i>Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP</i> Decision Made;</p>
08/27/2018	<p> All Pending Motions (10:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq. of behalf of Edgeworth Family Trust. Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT. As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets). COURT ADJOURNED.;</i></p>
08/28/2018	<p> All Pending Motions (11:00 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq. of behalf of Edgeworth Family Trust. Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony, COURT ADJOURNED.;</i></p>
08/29/2018	<p> All Pending Motions (10:30 AM) (Judicial Officer: Jones, Tierra) Matter Heard; Journal Entry Details: <i>Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq. of behalf of Edgeworth Family Trust. HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). COURT</i></p>

EIGHTH JUDICIAL DISTRICT COURT

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

ORDERED, Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.;

08/29/2018

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

08/30/2018



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

Matter Heard;

Journal Entry Details:

Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)... Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)....Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anti-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5) APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq. of behalf of Edgeworth Family Trust. Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT ORDERED, hearing CONTINUED to the date given. COURT ADJOURNED. 09/18/18 11:00 A.M. HEARING CONTINUED;

09/18/2018



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

Matter Heard;

Journal Entry Details:

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

11/15/2018



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

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

Matter Heard;

Journal Entry Details:

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

11/16/2018



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

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

Minute Order - No Hearing Held;

Journal Entry Details:


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

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

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

11/19/2018 **CANCELED Decision** (8:30 AM) (Judicial Officer: Jones, Tierra)
*Vacated
Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time*

11/29/2018 **CANCELED Motion to Amend** (3:00 AM) (Judicial Officer: Jones, Tierra)
*Vacated - Duplicate Entry
Motion to Amend Findings Under NRCP 52 and/or for Reconsideration*

01/15/2019  **Motion for Attorney Fees and Costs** (9:30 AM) (Judicial Officer: Jones, Tierra)
01/15/2019, 01/17/2019
*Decision
Matter Heard;
Granted in Part;
Journal Entry Details:*

The Motion for Attorney's Fees is GRANTED in part, DENIED in part. The Court finds that the claim for conversion was not maintained on reasonable grounds, as the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust account. (Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)). As such, Mr. Simon could not have converted the Edgeworth's property. Further, the Court finds that the purpose of the evidentiary hearing was primarily for the Motion to Adjudicate Lien. It has been argued that the Court's statement of during the course of that evidentiary hearing, I will also rule on the Motion to Dismiss at the end of the close of evidence, because I think that evidence is interrelated (Motion Hearing April 3, 2018, pg. 18) should be construed to mean that the evidentiary hearing was for the Motions to Dismiss as well as the Motion to Adjudicate Lien. While the Court acknowledges said statement, during the same hearing, the Court also stated So in regards to the Motion to Adjudicate the Lien, we're going to set an evidentiary hearing to determine what Mr. Simon's remaining fees are. (Motion Hearing April 3, 2018, pg. 17). During that same hearing, it was made clear that the primary focus of the evidentiary hearing was to determine the amount of fees owed to Mr. Simon. So, the primary purpose of the evidentiary hearing was for the Motion to Adjudicate Lien. As such, the Motion for Attorney's Fees is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth's property, at the time the lawsuit was filed. The Motion for Attorney's Fees is

EIGHTH JUDICIAL DISTRICT COURT

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

DENIED as it relates to the other claims. In considering the amount of attorney s fees and costs, the Court finds that the services of Mr. James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose of adjudicating the lien asserted by Mr. Simon. Further, the Motion to Consolidate The Court further finds that the costs of Mr. Will Kemp Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David Clark Esq. were solely for the purposes of defending the lawsuit filed against Mr. Simon by the Edgeworths. As such, the Court has considered all of the factors pertinent to attorney s fees and attorney s fees are GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00. ;

Matter Heard;

Granted in Part;

Journal Entry Details:

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and John Greene Esq. of behalf of Edgeworth Family Trust. Following arguments by counsel, COURT ORDERED, matter CONTINUED for Decision of the date given. 01/18/19 (CHAMBERS) DECISION: Motion for Attorney Fees and Costs ;

02/05/2019



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

Plaintiffs' Motion For An Order Directing Simon To Release Plaintiffs' Funds

Denied;

Journal Entry Details:

APPEARANCES CONTINUED: Mr. Peter Christiansen Esq., present on behalf of Daniel Simon, robert Vannah Esq., and Brandonn Grossman Esq., on behalf of Edgeworth Family Trust. Following arguments by counsel. COURT ORDERED, Motion DENIED. This Court does not have Jurisdiction as this case has been bean appealed to the Supreme Court, and the a main issue is the funds. Plaintiff's counsel to prepare the order and submit to opposing counsel for review before submission to the Court.;

02/09/2021



Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy)

Minute Order - No Hearing Held;

Journal Entry Details:

COURT FINDS after review that this case was originally in Department 10. COURT FURTHER FINDS that on September 8, 2020, this case was reassigned to Dept 3 from Dept 10. COURT FURTHER FINDS that an appeal was filed with the Supreme Court of Nevada. COURT FURTHER FINDS that the issue on appeal was heard before Judge Tierra Jones, Department 10. COURT FURTHER FINDS that on December 30, 2020, the Supreme Court affirmed in part, denied in part and remanded the case. COURT FURTHER FINDS that findings are required relating to a five-day evidentiary hearing that Judge Tierra Jones presided over. THEREFORE COURT ORDERS for good cause appearing and after review that the case is hereby reassigned back to Department 10. ;

04/15/2021

Motion For Reconsideration (3:00 AM) (Judicial Officer: Jones, Tierra)

Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien

Denied;

04/15/2021

Opposition and Countermotion (3:00 AM) (Judicial Officer: Jones, Tierra)

Defendant Daniel S. Simon's Opposition to Motion to Reconsider and Request for Sanctions; Counter Motion to Adjudicate Lien on Remand

Granted;

04/15/2021



Minute Order (3:00 AM) (Judicial Officer: Jones, Tierra)

Minute Order - No Hearing Held;



Journal Entry Details:

Following review of the papers and pleadings on file herein, COURT ORDERED, Defendant s Motion for Reconsideration Regarding Court s Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that the Request for Sanctions is DENIED; and the Countermotion to Adjudicate Lien on Remand is GRANTED and that the reasonable fee due to the Law Office of Daniel

EIGHTH JUDICIAL DISTRICT COURT

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

Simon is \$ 556,577.43, which includes outstanding costs. This Court's Order, filed on November 19, 2018, and the order filed on February 8, 2019 were affirmed by the Nevada Supreme Court in most respects. The Nevada Supreme Court ordered a limited remand for the purpose of the quantum meruit fee award imposed by the Court. There was a Petition for Hearing filed by the Edgeworths, in the Nevada Supreme Court, and the petition was accepted after the remand was issued. This Court then issued a Second Amended Decision and Order on Motion to Adjudicate Lien, in compliance with the Nevada Supreme Court remand, on March 16, 2021. The Nevada Supreme Court denied the Edgeworth's Motion for Rehearing on March 18, 2021. The Nevada Supreme Court affirmed this Court's finding that the conversion was impossible. As such, that is the law of the case and will not be disturbed by a Motion to Reconsider absent (1) newly discovered evidence; (2) the court committing clear error on the initial decision and it was manifestly unjust; or (3) there is an intervening change in the controlling law. The COURT FINDS that neither of the three reasons for reconsideration are present in the instant case, making the previous rulings by this Court the law of the case. As such, Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The Countermotion to Adjudicate Lien on Remand is GRANTED and the COURT FINDS that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs. The Court will issue a Third Amended Decision and Order on Motion to Adjudicate Lien, to address any jurisdictional issues, in accordance with the remand from the Nevada Supreme Court. Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb ;

- 05/27/2021 **Motion (9:30 AM)** (Judicial Officer: Jones, Tierra)
Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien
Granted in Part;
- 05/27/2021 **Motion for Order (9:30 AM)** (Judicial Officer: Jones, Tierra)
Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File
Denied;
- 05/27/2021 **Opposition and Countermotion (9:30 AM)** (Judicial Officer: Jones, Tierra)
Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand
Denied;
- 05/27/2021  **All Pending Motions (9:30 AM)** (Judicial Officer: Jones, Tierra)
Matter Heard;
Journal Entry Details:
APPEARANCES CONTINUED: Parties present via video, through bluejeans technology. Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien...Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File...Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand Hearing held. Following arguments by counsel, COURT ORDERED, this Court will issue a minute order. ;
- 06/03/2021  **Minute Order (2:00 PM)** (Judicial Officer: Jones, Tierra)
Minute Order - No Hearing Held;
Journal Entry Details:
Following review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Plaintiff's Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that Plaintiff's Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs is GRANTED IN PART and DENIED IN PART. The COURT is GRANTING the Motion regarding the appropriate costs to be assessed for the work of David Clark, and the Court further GRANTS the refiling of the Order regarding fees and costs. However, the Second Amended Decision and Order Granting in Part and Denying in Part, Simon's Motion for

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-738444-C

	<p><i>Attorney s Fees and Costs that was filed on May 24, 2021 addresses this issue. As such, there is no need for an additional order relating to costs. The COURT is DENYING the Renewed Motion for Reconsideration of the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs as it relates to attorney s fees. However, the Court would note that the proper order for reconsideration is the Amended Decision and Order Granting in Part and Denying in Part, Simon s Motion for Attorney s Fees and Costs and not the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs. Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Simon s Countermotion to Adjudicate Lien on Remand is DENIED. Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Edgeworth s Motion for Order Releasing Client Funds and Requiring the Production of Complete File is DENIED. The COURT FINDS that the Motion is premature regarding the releasing of client funds as the litigation in this case is still ongoing at this time, as the Court has not issued a final order in this matter and the time for appeal has not run. As for the transfer of the trust, the COURT FURTHER ORDERS that there is a bilateral agreement to hold the disputed funds in an interest-bearing account at the bank and until new details are agreed upon to invalidate said agreement and a new agreement is reached, the bilateral agreement is controlling and the disputed funds will remain in accordance with the agreement. The COURT FURTHER FINDS that the issue of requiring the production of the complete file is DENIED as it is prevented by the Non-Disclosure Agreement (NDA). Counsel for Simon is ordered to prepare orders consistent with this minute order within 10 days of the filing of this minute order, submit said orders to Edgeworth s counsel for signature, and submit said orders to the Court for signature within 20 days of the filing of this minute order. Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb ;</i></p>
07/29/2021	<p>Motion For Reconsideration (3:00 AM) (Judicial Officer: Jones, Tierra)</p> <p><i>Edgeworths Motion for Reconsideration of Order on Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File and Motion to Stay Execution of Judgments Pending Appeal</i></p>

DATE

FINANCIAL INFORMATION

Plaintiff American Grating LLC	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 7/20/2021	0.00
Counter Claimant Giberti Construction Llc	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 7/20/2021	0.00
Counter Defendant Supply Network Inc	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 7/20/2021	0.00
Counter Defendant Viking Corporation	
Total Charges	358.00
Total Payments and Credits	358.00
Balance Due as of 7/20/2021	0.00
Defendant Lange Plumbing, L.L.C.	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 7/20/2021	0.00
Plaintiff Edgeworth Family Trust	
Total Charges	1,189.00
Total Payments and Credits	1,189.00
Balance Due as of 7/20/2021	0.00
Defendant Simon, Daniel S	
Appeal Bond Balance as of 7/20/2021	500.00

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-738444-C

Plaintiff Edgeworth Family Trust
Appeal Bond Balance as of 7/20/2021

1,000.00

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

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

Case No. _____

X

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone): <div style="text-align: center; padding: 5px;">EDGEWORTH FAMILY TRUST</div>	Defendant(s) (name/address/phone): <div style="text-align: center; padding: 5px;">LANGE PLUMBING, L.L.C. VIKING AUTOMATIC SPRINKLER CO.</div>
Attorney (name/address/phone): <div style="text-align: center; padding: 5px;">Daniel S. Simon 702-364-1650 810 S. Casino Center Blvd., LV, NV 89101</div>	Attorney (name/address/phone): <div style="height: 40px;"></div>

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

Civil Case Filing Types

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

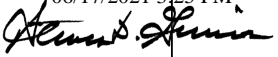
Business Court filings should be filed using the Business Court civil coversheet.

6-14-16

Date

Signature of initiating party or representative

See other side for family-related case filings.


CLERK OF THE COURT

ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

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

-and-

Peter S. Christiansen, Esq.
Nevada Bar No. 5254

CHRISTIENSEN TRIAL LAWYERS

701 S. 7th Street
Las Vegas, NV 89101
(702)240-7979

Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**DECISION AND ORDER DENYING
PLAINTIFFS' RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR**
2 **RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION**
3 **TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO**
4 **ADJUDICATE LIEN ON REMAND**

5 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
6 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
7 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
8 (jointly the "Defendants" or "Simon") having appeared by and through their
9 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
10 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
11 "Edgeworths") having appeared through by and through their attorneys of record,
12 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
13 The Court having considered the evidence, arguments of counsel and being fully
14 advised of the matters herein, the **COURT FINDS** after review:
15

16 The Edgeworths' Renewed Motion for Reconsideration of Third Amended
17 Decision and Order on Motion to Adjudicate Lien is DENIED.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

1 Simon's Countermotion to Adjudicate the Lien on Remand is DENIED.

Dated this 17th day of June, 2021

2 IT IS SO ORDERED.

3
4
5 
6

DISTRICT COURT JUDGE

7 **478 B49 725D 8E26**

Tierra Jones

District Court Judge

8 Submitted By:

Approved as to Form and Content:

9 **JAMES R. CHRISTENSEN PC**

MORRIS LAW GROUP

10
11 /s/ James R. Christensen

James R. Christensen Esq.

Nevada Bar No. 3861

601 S. 6th Street

Las Vegas NV 89101

Attorney for SIMON

Declined

Steve Morris Esq.

Nevada Bar No. 1543

801 S. Rancho Drive, Ste. B4

Las Vegas NV 89106

Attorney for EDGEWORTHS

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-16-738444-C

8 vs.

DEPT. NO. Department 10

9 Lange Plumbing, L.L.C.,
10 Defendant(s)

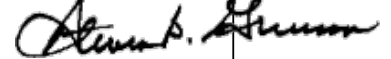
11 **AUTOMATED CERTIFICATE OF SERVICE**

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:

15 Service Date: 6/17/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
22 Bridget Salazar	bsalazar@vannahlaw.com
23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

1	Michael Nunez	mnunez@murchisonlaw.com
2		
3	Gary Call	gcall@rlattorneys.com
4	J. Graf	Rgraf@blacklobello.law
5	Robert Vannah	rvannah@vannahlaw.com
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7	Lauren Calvert	lcalvert@messner.com
8	James Alvarado	jalvarado@messner.com
9	Christopher Page	chrispage@vannahlaw.com
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12	Rosa Solis-Rainey	rsr@morrislawgroup.com
13	David Gould	dgould@messner.com
14	Steve Morris	sm@morrislawgroup.com
15	Traci Baez	tkb@morrislawgroup.com
16	Jessie Church	jchurch@vannahlaw.com
17	James Christensen	jim@jchristensenlaw.com
18		
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NEO

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

601 S. 6th Street

Las Vegas NV 89101

(702) 272-0406

-and-

Peter S. Christiansen, Esq.

Nevada Bar No. 5254

CHRISTIENSEN TRIAL LAWYERS

701 S. 7th Street

Las Vegas, NV 89101

(702)240-7979

Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**NOTICE OF ENTRY OF DECISION AND
ORDER DENYING PLAINTIFFS'
RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
DENYING SIMON'S COUNTERMOTION
TO ADJUDICATE LIEN ON REMAND**

1 **NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS'**
2 **RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION**
3 **AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S**
4 **COUNTERMOTION TO ADJUDICATE LIEN ON REMAND**

5 PLEASE TAKE NOTICE, a Decision and Order Denying Plaintiffs' Renewed Motion
6 for Reconsideration of Third-Amended Decision and Order on Motion to Adjudicate Lien and
7 Denying Simon's Countermotion to Adjudicate Lien on Remand was entered on the 17th day of
8 June, 2021. A true and correct copy of the file-stamped Decision and Order is attached hereto.

9 DATED this 18th day of June, 2021.

10 **JAMES R. CHRISTENSEN PC**

11 /s/ James R. Christensen

12 James R. Christensen Esq.
13 Nevada Bar No. 3861
14 601 S. 6th Street
15 Las Vegas NV 89101
16 (702) 272-0406

17 -and-

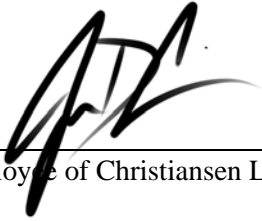
18 Peter S. Christiansen, Esq.
19 Nevada Bar No. 5254

20 **CHRISTIENSEN TRIAL LAWYERS**

21 701 S. 7th Street
22 Las Vegas, NV 89101
23 (702)240-7979
24 Attorneys for SIMON
25

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTIANSEN TRIAL LAWYERS, and that on this 18th day of June, 2021 I caused the foregoing document entitled ***NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO ADJUDICATE LIEN ON REMAND*** 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

ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

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

-and-

Peter S. Christiansen, Esq.
Nevada Bar No. 5254

CHRISTIENSEN TRIAL LAWYERS

701 S. 7th Street
Las Vegas, NV 89101
(702) 240-7979

Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**DECISION AND ORDER DENYING
PLAINTIFFS' RENEWED MOTION FOR
RECONSIDERATION OF THIRD-
AMENDED DECISION AND ORDER ON
MOTION TO ADJUDICATE LIEN AND
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TO ADJUDICATE LIEN ON REMAND**

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2 **RECONSIDERATION OF THIRD- AMENDED DECISION AND ORDER ON MOTION**
3 **TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO**
4 **ADJUDICATE LIEN ON REMAND**

5 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
6 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
7 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
8 (jointly the "Defendants" or "Simon") having appeared by and through their
9 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
10 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
11 "Edgeworths") having appeared through by and through their attorneys of record,
12 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
13 The Court having considered the evidence, arguments of counsel and being fully
14 advised of the matters herein, the **COURT FINDS** after review:
15

16 The Edgeworths' Renewed Motion for Reconsideration of Third Amended
17 Decision and Order on Motion to Adjudicate Lien is DENIED.

18 ///

19 ///

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25 ///

1 Simon's Countermotion to Adjudicate the Lien on Remand is DENIED.

2 Dated this 17th day of June, 2021

3 IT IS SO ORDERED.

4 

5 DISTRICT COURT JUDGE

6 478 B49 725D 8E26

7 Tierra Jones

8 District Court Judge

Approved as to Form and Content:

Submitted By:

9 JAMES R. CHRISTENSEN PC

MORRIS LAW GROUP

10 /s/ James R. Christensen

11 James R. Christensen Esq.

12 Nevada Bar No. 3861

13 601 S. 6th Street

Las Vegas NV 89101

Attorney for SIMON

Declined

Steve Morris Esq.

Nevada Bar No. 1543

801 S. Rancho Drive, Ste. B4

Las Vegas NV 89106

Attorney for EDGEWORTHS

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Edgeworth Family Trust,
Plaintiff(s)

CASE NO: A-16-738444-C

7 vs.

DEPT. NO. Department 10

8
9 Lange Plumbing, L.L.C.,
Defendant(s)

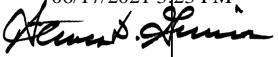
10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12
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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:

15 Service Date: 6/17/2021

16 Daniel Simon .	lawyers@simonlawlv.com
17 Rhonda Onorato .	ronorato@rlattorneys.com
18 Mariella Dumbrique	mdumbrique@blacklobello.law
19 Michael Nunez	mnunez@murchisonlaw.com
20 Tyler Ure	ngarcia@murchisonlaw.com
21 Nicole Garcia	ngarcia@murchisonlaw.com
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23 John Greene	jgreene@vannahlaw.com
24 James Christensen	jim@jchristensenlaw.com
25 Daniel Simon	dan@danielsimonlaw.com

1	Michael Nunez	mnunez@murchisonlaw.com
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3	Gary Call	gcall@rlattorneys.com
4	J. Graf	Rgraf@blacklobello.law
5	Robert Vannah	rvannah@vannahlaw.com
6	Christine Atwood	catwood@messner.com
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14	Steve Morris	sm@morrislawgroup.com
15	Traci Baez	tkb@morrislawgroup.com
16	Jessie Church	jchurch@vannahlaw.com
17	James Christensen	jim@jchristensenlaw.com
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CLERK OF THE COURT

ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

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

-and-

Peter S. Christiansen, Esq.
Nevada Bar No. 5254

CHRISTIENSEN TRIAL LAWYERS

701 S. 7th Street
Las Vegas, NV 89101
(702)240-7979

Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**DECISION AND ORDER DENYING
EDGEWORTH'S MOTION FOR ORDER
RELEASING CLIENT FUNDS AND
REQUIRING PRODUCTION OF
COMPLETE FILE**

1 **DECISION AND ORDER DENYING EDGEWORTH'S MOTION FOR ORDER**
2 **RELEASING CLIENT FUNDS AND REQUIRING PRODUCTION**
3 **OF COMPLETE FILE**

4 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
5 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
6 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
7 (jointly the "Defendants" or "Simon") having appeared by and through their
8 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
9 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
10 "Edgeworths") having appeared through by and through their attorneys of record,
11 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
12 The Court having considered the evidence, arguments of counsel and being fully
13 advised of the matters herein, the **COURT FINDS** after review:
14

15 The Motion for Order Releasing Client funds and Requiring Production of
16 Complete file is DENIED.
17

18 The Court finds that the Motion is premature regarding the releasing of
19 client funds, as the litigation in this case is still ongoing at this time because the
20 Court has not issued a final order in this matter and the time for appeal has not run.
21

22 The Court further finds and orders that there is a bilateral agreement to hold
23 the disputed funds in an interest-bearing account at the bank and until new details
24 are agreed upon to invalidate said agreement and a new agreement is reached, the
25

1 bilateral agreement is controlling and the disputed funds will remain in accordance
2 with the agreement.

3 The Court further finds that the issue of requiring the production of the
4 complete file is prevented by the Non-Disclosure Agreement (NDA) and the
5 request is DENIED.
6

7 IT IS SO ORDERED.

Dated this 17th day of June, 2021

8
9
10 
DISTRICT COURT JUDGE

11
12 **D0B 497 4775 23BB**
13 **Tierra Jones**
District Court Judge

14 Submitted By:
15 **JAMES R. CHRISTENSEN PC**
16

Approved as to Form and Content:
MORRIS LAW GROUP

17 /s/ James R. Christensen
18 James R. Christensen Esq.
19 Nevada Bar No. 3861
20 601 S. 6th Street
Las Vegas NV 89101
Attorney for SIMON

Declined
Steve Morris Esq.
Nevada Bar No. 1543
801 S. Rancho Drive, Ste. B4
Las Vegas NV 89106
Attorney for EDGEWORTHS

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Edgeworth Family Trust,
Plaintiff(s)

CASE NO: A-18-767242-C

7 vs.

DEPT. NO. Department 10

8
9 Daniel Simon, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 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:

14 Service Date: 6/17/2021

15 Peter Christiansen

pete@christiansenlaw.com

16 Whitney Barrett

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17 Kendelee Leascher Works

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18 R. Todd Terry

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20 Jonathan Crain

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21 David Clark

dclark@lipsonneilson.com

22 Susana Nutt

snutt@lipsonneilson.com

23 Debra Marquez

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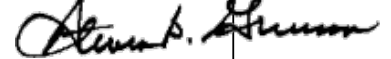
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NEO

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

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-and-

Peter S. Christiansen, Esq.

Nevada Bar No. 5254

CHRISTIANSEN TRIAL LAWYERS

701 S. 7th Street

Las Vegas, NV 89101

(702)240-7979

Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**NOTICE OF ENTRY OF DECISION AND
ORDER DENYING EDGEWORTH'S
MOTION FOR ORDER RELEASING
CLIENT FUNDS AND REQUIRING
PRODUCTION OF COMPLETE FILE**

1 **NOTICE OF ENTRY OF DECISION AND ORDER DENYING EDGEWORTH'S**
2 **MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING**
3 **PRODUCTION OF COMPLETE FILE**

4 PLEASE TAKE NOTICE, a Decision and Order Denying Edgeworth's Motion for Order
5 Releasing Client Funds and Requiring Production of Complete File was entered on the 17th day
6 of June, 2021. A true and correct copy of the file-stamped Decision and Order is attached hereto.

7 DATED this 18th day of June, 2021.

8 **JAMES R. CHRISTENSEN PC**

9 /s/ James R. Christensen

10 James R. Christensen Esq.
11 Nevada Bar No. 3861
12 601 S. 6th Street
13 Las Vegas NV 89101
14 (702) 272-0406

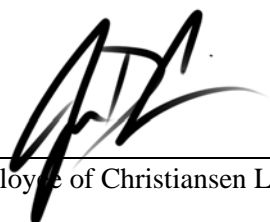
15 -and-

16 Peter S. Christiansen, Esq.
17 Nevada Bar No. 5254

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19 701 S. 7th Street
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22 Attorneys for SIMON
23
24
25

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CHRISTIANSEN TRIAL LAWYERS, and that on this 18th day of June, 2021 I caused the foregoing document entitled ***NOTICE OF ENTRY OF DECISION AND ORDER DENYING EDGEWORTH'S MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING PRODUCTION OF COMPLETE FILE*** 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

ORDR

James R. Christensen Esq.
Nevada Bar No. 3861

JAMES R. CHRISTENSEN PC

601 S. 6th Street
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-and-

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Attorneys for SIMON

**Eighth Judicial District Court
District of Nevada**

EDGEWORTH FAMILY TRUST; and
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC

Plaintiffs,

vs.

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

Defendants.

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

Consolidated with

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

**DECISION AND ORDER DENYING
EDGEWORTH'S MOTION FOR ORDER
RELEASING CLIENT FUNDS AND
REQUIRING PRODUCTION OF
COMPLETE FILE**

1 **DECISION AND ORDER DENYING EDGEWORTH'S MOTION FOR ORDER**
2 **RELEASING CLIENT FUNDS AND REQUIRING PRODUCTION**
3 **OF COMPLETE FILE**

4 This matter came on for hearing on May 27, 2021, in the Eighth Judicial
5 District Court, Clark County, Nevada, the Honorable Tierra Jones presiding.
6 Defendants, Daniel Simon and Law Office of Daniel S. Simon d/b/a Simon Law
7 (jointly the "Defendants" or "Simon") having appeared by and through their
8 attorneys of record, James Christensen, Esq. and Peter Christiansen, Esq.; and,
9 Plaintiff Edgeworth Family Trust and American Grating, ("Plaintiff" or
10 "Edgeworths") having appeared through by and through their attorneys of record,
11 the law firm of Morris Law Group, Steve Morris, Esq. and Rosa Solis-Rainey, Esq.
12 The Court having considered the evidence, arguments of counsel and being fully
13 advised of the matters herein, the **COURT FINDS** after review:
14

15 The Motion for Order Releasing Client funds and Requiring Production of
16 Complete file is DENIED.
17

18 The Court finds that the Motion is premature regarding the releasing of
19 client funds, as the litigation in this case is still ongoing at this time because the
20 Court has not issued a final order in this matter and the time for appeal has not run.
21

22 The Court further finds and orders that there is a bilateral agreement to hold
23 the disputed funds in an interest-bearing account at the bank and until new details
24 are agreed upon to invalidate said agreement and a new agreement is reached, the
25

1 bilateral agreement is controlling and the disputed funds will remain in accordance
2 with the agreement.

3 The Court further finds that the issue of requiring the production of the
4 complete file is prevented by the Non-Disclosure Agreement (NDA) and the
5 request is DENIED.
6

7 IT IS SO ORDERED.

Dated this 17th day of June, 2021

8
9
10 
11 DISTRICT COURT JUDGE

12 D0B 497 4775 23BB
13 Tierra Jones
District Court Judge

14 Submitted By:

15 JAMES R. CHRISTENSEN PC
16

Approved as to Form and Content:

MORRIS LAW GROUP

17 /s/ James R. Christensen
18 James R. Christensen Esq.
19 Nevada Bar No. 3861
601 S. 6th Street
Las Vegas NV 89101
Attorney for SIMON
20

Declined
Steve Morris Esq.
Nevada Bar No. 1543
801 S. Rancho Drive, Ste. B4
Las Vegas NV 89106
Attorney for EDGEWORTHS
21
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23
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25

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edgeworth Family Trust,
7 Plaintiff(s)

CASE NO: A-18-767242-C

8 vs.

DEPT. NO. Department 10

9 Daniel Simon, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 6/17/2021

15 Peter Christiansen	pete@christiansenlaw.com
16 Whitney Barrett	wbarrett@christiansenlaw.com
17 Kendelee Leascher Works	kworks@christiansenlaw.com
18 R. Todd Terry	tterry@christiansenlaw.com
19 Keely Perdue	keely@christiansenlaw.com
20 Jonathan Crain	jcrair@christiansenlaw.com
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5	Daniel Simon	lawyers@simonlawlv.com
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7	Christine Atwood	catwood@messner.com
8	Lauren Calvert	lcalvert@messner.com
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10	Nicholle Pendergraft	npendergraft@messner.com
11	Rosa Solis-Rainey	rsr@morrislawgroup.com
12	David Gould	dgould@messner.com
13	Steve Morris	sm@morrislawgroup.com
14	Traci Baez	tkb@morrislawgroup.com
15	Jessie Church	jchurch@vannahlaw.com
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

March 07, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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March 07, 2017 9:00 AM All Pending Motions

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

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

April 25, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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April 25, 2017	9:30 AM	Motion for Summary Judgment
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HEARD BY: Bonaventure, Joseph T.

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

May 17, 2017	9:30 AM	Motion to Compel	Deft Lange Plumbing's Motion to Compel Plaintiff's to Release Sprinkler Heads for Testing by Lange Plumbing on OST
---------------------	----------------	-------------------------	---

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

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney

JOURNAL ENTRIES

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

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

June 07, 2017

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

June 07, 2017 9:30 AM All Pending Motions

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

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

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

July 12, 2017 9:00 AM Status Check Status Check: Mr. Simon's Request for Fees SC: Compliance

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

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

JOURNAL ENTRIES

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

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

PRINT DATE: 07/20/2021

Page 7 of 70

Minutes Date: March 07, 2017

AA0983

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

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

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

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

July 25, 2017

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

July 25, 2017 **9:30 AM** **Motion**

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

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 23, 2017

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

August 23, 2017 9:30 AM All Pending Motions

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

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

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

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

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

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

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

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

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

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

Ms. Pancoast to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution.

10-11-17 10:30 a.m. Status Check: Claims

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 07, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 07, 2017 3:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDED:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Motion to Associate Counsel: Following a review of the papers and pleadings on file herein, the Court finds that the Motion to Associate Counsel is GRANTED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****September 13, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

September 13, 2017	10:00 AM	Motion to Compel	Defendants The Viking Corporation & Supply Network, Inc.'s Motion to Compel Home Inspection & or in the Alternative Motion to Strike Portions of Expert Testimony & OST
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HEARD BY: Bulla, Bonnie**COURTROOM:** RJC Level 5 Hearing Room**COURT CLERK:** Aja Brown**RECORDER:** Francesca Haak**REPORTER:****PARTIES**

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Commissioner will not strike expert testimony. Colloquy re: numerous requests to inspect, and Defts wanted to conduct a heat test and inspect the property (wasn't done); Defts want a one hour test, Pltfs who live in the house could remain (but they won't without Pltf's counsel present). Unless there is a change in circumstance, Commissioner inquired why another inspection is needed. Argument by Ms. Pancoast; counsel stated the inspection is to see the present condition of the house.

The house was listed for sale May 2017. Commissioner will give the Realtor expert some consideration. Ms. Pancoast will take the attic off the list based on the discussion, and the General Contractor will deal with claims from Page 41 on Appraiser's report. Commissioner asked Ms. Pancoast to articulate what Deft wants to inspect. Statement by Ms. Dalacas. Colloquy re: expert disclosures.

Argument by Mr. Simon; Pltf hasn't been deposed. Nothing has changed in the house, Pltf completed repairs as much as they could to list the house; things disclosed from day one are ultimately unrepairable, and Mr. Simon stated that is the case. Arguments by counsel. Pltfs are still living in the house. Commissioner will not continue the Trial date. Counsel were Directed not to speak and argue with each other, but present arguments to Commissioner. Colloquy re: status of the fireplace. Mr. Simon stated the house was fully repaired to the best it could be, and listed for sale May 2017. Commissioner is asking questions, and counsel must answer without interruption. COMMISSIONER RECOMMENDED, motion is DENIED WITHOUT PREJUDICE. Ms. Pancoast requested color copies of photos from Pltf Appraisal expert's report. Provided as discussed. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 19, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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**September 19, 2017 9:30 AM Motion to Amend
Complaint**

HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Nunez, Michael J.	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Following arguments by counsel, Court Stated its Findings and ORDERED, Plaintiffs' Motion to Amend the Complaint to Add Viking Group, Inc, GRANTED. Mr. Simon to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 20, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

September 20, 2017 9:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Couvillier III, Maximiliano D.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum

NonParty Rimkus Construing Group, Inc.'s Opposition to Plaintiffs' Motion to Compel Rimkus Consulting Group [Group, Inc.] to Respond to the Notice of Deposition and Subpoena Duces Tecum; and Counter-Motion to Quash, and Motion for Protective Order

Mr. Simon stated during the deposition, the Engineer agreed to prepare a list, a bill was sent, and Mr. Simon paid it. Then there was an objection. Commissioner advised counsel to modify the Subpoena. Arguments by counsel. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Compel Rimkus Consulting to Respond to the Notice of Deposition and Subpoena Duces Tecum is GRANTED, scope of Subpoena is MODIFIED and limited to the VK457 sprinkler heads list by Mr. Johnson; REDACT name of person or entity on ownership where sprinklers were examined; the entire list Will Not be

shared with anyone outside of litigation, and the consulting type reviews are PROTECTED under Rule 26(c) until such time as otherwise ordered by the District Court Judge; for matters reviewed involving litigation, identify and go back four years pursuant to Rule 16.1; if there are court cases, there is no privilege. Upon Mr. Simon's request, COMMISSIONER RECOMMENDED, whatever list Mr. Johnson contemplated at the time of his deposition will be disclosed; if the list includes a case already in litigation, it is Not Protected.

COMMISSIONER RECOMMENDED, NonParty Rimkus Construing Group, Inc.'s Counter-Motion to Quash, and Motion for Protective Order is DENIED. Mr. Couvillier requested cost sharing. Commissioner stated Mr. Simon will not be charged more money.

Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****October 03, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

October 03, 2017 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Boezeman-Farias, Laura	Attorney
	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal on Order Shortening Time....Third Party Defendant Gliberti Construction LLC's Joinder to Plaintiff's Motion to Strike Viking's Answer on OST

Court noted it received an opposition in chambers late yesterday, however, the one the Court has does not have a file stamp. The parties agree to go forward. Mr. Simon submitted photo's to the Court and lodged as Court's exhibits. COURT ORDERED, Joinder GRANTED. Following arguments by counsel, Court stated its Findings and ORDERED, Plaintiffs' Motion in Limine to Exclude Defendants the Viking Corporation & Supply Network, Inc. dba Viking Supplynet's Expert, Jay Rosenthal, GRANTED. Court noted if for some reason, that changes and counsel finds out additional information and goes through the proper procedures, counsel can readdress that. Plaintiff's counsel to prepare the order and submit to Court for signature.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 04, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

October 04, 2017 9:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	KERSHAW, SETH S, ESQ	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney
	Ure, Tyler	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their DocumentsThird Party
Deft Giberti Corporation LLC's Joinder

COMMISSIONER RECOMMENDED, submit amended privilege log to Commissioner as soon as possible but by 10-13-17 (10-10-17 RESCINDED); hand deliver to Commissioner, Pltff, and co-Defense counsel (no ex-parte). Defts agreed to provide an Opposition by 10-11-17 to Motion to Strike the Answer. COMMISSIONER RECOMMENDED, Motion to De-Designate and the Joinder are CONTINUED.

Plaintiffs' Motion to Compel Testimony and Evidence of Defts, the Viking Corporation & Supply

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Minutes Date: March 07, 2017

AA0996

Network Inc dba Viking Supplynet's Expert, Robert Carnahan, or in the Alternative, Strike Robert Carnahan as an Expert on OST Third Party Deft Giberti Corporation LLC's Joinder

Commissioner addressed confidential document production and the Protective Order. Colloquy. Argument by Mr. Kershaw and Mr. Simon. Two documents produced in this case by Viking were provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, whatever Mr. Carnahan reviewed / authored in preparation for his deposition and testimony will be produced (including UL documents and billing records). Arguments by counsel. COMMISSIONER RECOMMENDED, Motion to Compel and Joinders are GRANTED within parameters; Mr. Carnahan will provide testimony on sprinkler head VK457 and materials; to the extent Mr. Carnahan did testing in other venues for opinions he relied on in this case, costs of three tests, and Mr. Carnahan's compensation, the information must be produced, and address related bias issues; no other billing.

COMMISSIONER RECOMMENDED, costs of Mr. Carnahan's second deposition borne by Deft including pay expert fees, Court Reporter fee, and pay for Plaintiff's transcript. Mr. Carnahan is in Los Angeles. Under these circumstances, COMMISSIONER RECOMMENDED, the second deposition can be a video conference for 3 1/2 hours, and send documents to the Court Reporter in advance; Deft will pay for video conference and Videographer. COMMISSIONER RECOMMENDED, produce additional documents to Pltf's counsel no later than 10-25-17 (RESCIND 10-31-17), and complete Mr. Carnahan's deposition by 11-15-17 (RESCIND 11-30-17); alternative relief is DENIED WITHOUT PREJUDICE, and the expert Is Not Stricken; documents discussed will be covered by the Protective Order in this case.

Ms. Dalacas had no chance to question Mr. Carnahan, and counsel requested time to question the expert. Commissioner advised Ms. Dalacas and Defense counsel they must pay the expert's time (invoice after deposition). Mr. Simon stated the Judge gave a somewhat Firm Trial date of 2-5-18; discovery cutoff EXTENDED to 12-1-17; dispositive motions deadline STANDS; no repetitive questioning. COMMISSIONER RECOMMENDED, deposition is one day, do not exceed seven hours. Commissioner is available by conference call. Mr. Simon stated Mediation is set 10-10-17. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

10-18-17 10:30 a.m. Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST and Joinder

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 18, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

October 18, 2017 10:30 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST
Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST Status Check: Compliance I
Discovery

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's
Confidentiality of Their Documents on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking
Defendants Answer on OST

Kenton L. Robinson, Esquire, for The Viking Corporation and Supply Network Inc.

Commissioner advised Mr. Simon to make a list of all discovery abuses. Commissioner inquired 1) was there actual in fact any type of head testing on sprinklerhead VK457; 2) whether testing associated with VK456 formed the basis of testing or resolution on VK457, and information that supports how many sprinklers prematurely activated causing a claim, knowledge of a claim, or knowledge it actually happened (loss or not); how many premature activations were there, and if information was known prior to this lawsuit in 2016.

Mr. Simon cannot address certain information as it hasn't been disclosed, and Defts were not forthcoming. Argument by Mr. Simon. Document provided to Commissioner in Open Court. Discovery abuse 1 - misrepresentation and failure to produce documents; 2 - failure to produce relevant emails and attachments as previously ordered. Argument by Mr. Simon. Commissioner addressed previous recommendation including protection of VK456. Discovery abuse 3 - misrepresentation and failure to provide testing of VK457 specifically for UL testing.

Sia Dalacas, Esquire, present for Lange Plumbing LLC.

Upon Commissioner's inquiry, Ms. Dalacas stated Lange Plumbing replaced all heads with Tyco heads in 2016, and Lange Plumbing paid for it; no reimbursement. Document provided to Commissioner from Mr. Simon in Open Court. Discovery abuse 4 - misrepresentations for failure to timely produce evidence of premature activations of sprinklerhead VK457. Argument by Mr. Robinson in opposition to Discovery abuses 1, 2, 3, 4. Colloquy re: findings of testing sprinklerheads. Mr. Simon responded to opposition. Document provided to Commissioner in Open Court from Mr. Simon. Arguments by counsel. Mr. Simon requested Discovery abuse 5 - the reason VK457 was discontinued. Commissioner asked if counsel are interested in a Mandatory Settlement Conference. No objection by Ms. Dalacas; no objection by Mr. Robinson to a Mediation or Settlement Conference with a Judge. Mr. Simon stated Pltf will attend, however, counsel doesn't know how fruitful it will be as Mr. Simon is still trying to obtain information. Mr. Simon stated expert depositions are being scheduled. Colloquy. COMMISSIONER RECOMMENDED, Status Check SET.

Commissioner addressed the difficulty of the 55 Page privilege log. Argument by Ms. Pancoast. Commissioner advised counsel to meet and discuss what constitutes a protected document. Commissioner advised counsel if there is a case termination sanction, the District Court Judge will conduct the Evidentiary Hearing. Mr. Simon requested a stay on expert depositions. Commissioner suggested counsel move expert depositions. COMMISSIONER RECOMMENDED, Motion and Joinders are UNDER ADVISEMENT and CONTINUED.

10-24-17 11:00 a.m. same as above

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 24, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

October 24, 2017 11:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Status Check: Status of case

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

Third Party Defendant Giberti Construction LLC's Joinder to Plaintiffs' Motion to Strike the Viking Defendants' Answer on OST

ATTORNEYS PRESENT: Athanasia Dalacas (Lange Plumbing LLC) and Kenton Robinson (Supply

PRINT DATE: 07/20/2021

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Minutes Date: March 07, 2017

AA1000

Network Inc. and Viking Corporation).

Colloquy re: load on link testing (pressure test), and solder creep testing (heat, pressure, time); discussion re: UL testing and product shipped in 2009. First premature activation of sprinkler head in 2013, and this incident was 4-9-16. Trial date is 1-8-18; Pltf's dispositive Motion against Lange Plumbing set 10-31-17. Ms. Pancoast stated the Judge advised counsel to be Trial ready 2-5-18. Theodore Parker, Esquire, present for Lange Plumbing. Commissioner advised counsel an Evidentiary Hearing is needed to determine whether or not there were intentional acts of misrepresentation, and an Evidentiary Hearing is DEFERRED to the District Court Judge. Commissioner addressed counsel regarding the combination of factors that led the case to where it is today.

Based on a review of the papers, pleadings, and supplements in this case, COMMISSIONER FINDS 1) there was a misrepresentation to Pltfs in this case made by Viking Defts that UL testing was performed on the VK457 sprinkler head at or near the time the sprinkler head was marketed in 2008/2009 when this in fact had not occurred; 2) additional misrepresentations made by Viking Defts that UL had properly tested VK457, and there were no manufacturing defects in VK457 in production of VK457 in spite of the fact it had performed load on link testing in this case with this sprinkler head; 3) critical UL testing of sprinkler head - what the proper heat exposure could be for VK457 to start to disintegrate and cause premature activation, and whether there was a manufacturing defect (tightening screws causing lever to bend and pressure to increase on link causing premature activation of VK457); 4) number of premature activations of VK457 prior to filing this lawsuit. It is unclear to Commissioner the cause of one other premature activation in Clark County, and nothing was done until May 2017. COMMISSIONER FINDS 5) in spite of current knowledge of VK457 Deft continued to answer written discovery that UL testing was done in this case, and giving inconsistent answers to written discovery different than what their 30(b)(6) witness testified to and what their expert testified to. Colloquy re: Request for Admission 19.

After an Evidentiary Hearing, if the Judge issues case terminating sanctions, Commissioner's Recommendation will be Moot. COMMISSIONER RECOMMENDED, Plaintiffs' Motion to Strike the Viking Defendants' Answer and Joinder are DEFERRED to the Judge. In lieu of striking Viking's Answers, alternative relief is provided, and COMMISSIONER RECOMMENDED the Jury be advised by proper Jury instruction that contrary to initial representations made by Viking Defts in this case, no UL testing was performed on VK457 that involved load on link testing and/or heat tolerance testing; 2) due to misrepresentations made re: UL testing, there were significant costs incurred to determine testing was not completed; Commissioner understands testing is now being done, however, COMMISSIONER RECOMMENDED current testing on sprinkler head Not Be Allowed at Trial; Deft Will Not be able to utilize the heat defense at the time of Trial; all references to such be STRICKEN, and no expert testimony re: failure of VK457 due to heat in the attic. Argument by Mr. Parker.

Fees and costs are DEFERRED to the Judge; COMMISSIONER RECOMMENDED an award of fees and costs for bringing a Motion to Strike Answers, for supplements, and Hearings for Pltfs' counsel; Deft could put together fees and costs to defend with the Brunzell factors. If Answers are Not Stricken and case is sent back to Commissioner to determine fees and costs, Commissioner will hear the matter. Arguments by counsel. Language discussed on an adverse inference Jury instruction. Commissioner stated in lieu of striking the Answers, there should be a Jury instruction given that contrary to representations made, UL did not test VK457 sprinkler head. Arguments by counsel. COMMISSIONER RECOMMENDED Viking's heat defense / theory why the VK457 sprinklers prematurely activated be STRICKEN; load on link testing defense is DEFERRED to the Judge. Mr. Simon requested to stay expert discovery. Commissioner has no opposition, but terms of stay are DEFERRED to the Judge. Commissioner offered a Mandatory Settlement Conference or Mediation; speak to the clients. Mr. Simon addressed revising the privilege log. Argument by Ms. Pancoast.

Commissioner will review documents in camera. Arguments by counsel re: document production. Court Clerk received an email that Ms. Pancoast is needed in Department 6. COMMISSIONER RECOMMENDED, documents produced in this case will REMAIN PROTECTED until otherwise ordered by the District Court Judge; if any documents contain factual information, that information is not protected. Document provided to Commissioner from Mr. Simon in Open Court. COMMISSIONER RECOMMENDED, personal identifiers are PROTECTED; Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents and Joinder are CONTINUED. Ms. Ferrel to prepare the Report and Recommendations, and counsel to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution.

11-17-17 10:00 a.m.

Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

October 31, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

October 31, 2017	9:30 AM	All Pending Motions
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HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

APPEARANCES CONTINUED, Kenton Robinson Esq., present on behalf of Supply Network Inc. and Viking Corporation.

Court advised it spoke with Commissioner Bulla regarding the discovery violations found, and that Commissioner Bulla kicked the Heat Defense. Upon Court's inquiry regarding the load on link testing, and Commissioner Bulla's ruling as to that portion being left up to this Court, Mr. Simon advised there's some new current load on link testing, and not a single document has been produced. Further, Commissioner Bulla said they're never using that new testing. As far as the heat defense she's striking that. As to the load on link defense, based on the UL testing that wasn't done, that issue was deferred to this Court. As to all fees and costs regarding the discovery violations, that was deferred to this Court.

Argument by Mr. Simon in support of Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan. Opposition by Mr. Robinson. Court noted it would like to review Commissioner Bulla's findings that are not available in Odyssey yet, before ruling on this motion. Mr. Simon to submit Reply to Opposition by the end of the week.

Representations by Mr. Parker requesting the Court continue the matter, advising he asked Mr. Simon for an extension on this hearing, as he just received the file last week and he hasn't seen the discovery. Further, counsel is still waiting on correspondence files from withdrawing counsel, and there may have been a mistake with the thumb drive and he hasn't received the written discovery. Upon Court's inquiry, the opposition was filed by the withdrawing counsel. Mr. Simon requested previous counsel be present. Colloquy regarding previous counsel. Mr. Parker advised if they get the substitution of counsel done, it should alleviate some of the Court's concerns. COURT ORDERED, matters CONTINUED to the date given.

11/14/17 9:30 A.M. Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 09, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

November 09, 2017 3:00 AM Motion to Reconsider

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

Following a review of the papers and pleadings on file herein, COURT ORDERED a Status Check Hearing on November 14, 2017 at 9:30 a.m.

11/14/17 9:30 A.M. Status Check: Plaintiff s Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****November 14, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

November 14, 2017 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	FERREL, ASHLEY	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Status Check: Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel...Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time

APPEARANCES CONTINUED: Kenton Robinson Esq., for Supply Network Inc. and Viking Corporation. Mr. Polsenburg, present, pending counsel.

Court noted Plaintiff had a motion on the Court moved Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel form its chamber's calendar since all parties were here today. Further, the Court spoke with Discovery Commissioner Bulla and her recommendations from the last hearing in October should be out next week or the week after and those are the subject of the evidentiary hearing. Upon Court's inquiry, Mr. Simon advised counsel will need 3 full days for the hearing. Colloquy regarding Court's schedule and counsel's availability. Mr. Parker advised he would like to see the Giberti file and American Grating. Court noted counsel

was to confer on this. Court directed counsel to meet Thursday or Friday. Further, if counsel has discovery issues, they can address those with Discovery Commissioner Bulla. COURT ORDERED, Evidentiary Hearing Set for 12-13-17, at 10:30 a.m., 12-14-17 and 12-15-17 at 9:00 a.m. Argument by Mr. Simon in support Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time. Argument in opposition by Mr. Robinson. COURT ORDERED, Ruling DEFERRED until the conclusion of the Evidentiary Hearing. Argument by Mr. Simon in support of Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only. Argument in Opposition by Mr. Parker. Court directed Mr. Parker to supplement the Opposition, by 11-22-17 at close of business. Further, Mr. Simon to file Reply to Opposition by 12-1-17 at close of business. and hearing set on 12-7-17 at 9:30 a.m. Further, Motion to Bifurcate to be heard on 12-7-17 at 9:30 a.m. As to Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel, Court noted it doesn't have Discovery Commissioner Bulla's Recommendations and the Evidentiary Hearing. Colloquy regarding the dispositive motion deadline, and outstanding depositions, Ms. Pancoast advised the parties moved all the deadlines and focusing on the 2-5-18 trial date and the close of discovery is January 1, 2018, based on the Motion to Continue trial. Further, counsel requested a order for Settlement Conference. Opposition by Mr. Simon. Court noted it will talk to Commissioner Bulla, and counsel can revisit the issue if something has changed.

12/07/17 9:00 a.m. Plaintiffs' Motion for Summary Judgment Against Lange Plumbing LLC Only...Motion to Bifurcate

12-13-17 10:30 a.m. Evidentiary Hearing

12-14-17 9:00 a.m. Evidentiary Hearing

12-15-17 9:00 a.m. Evidentiary Hearing Ruling: Plaintiffs Motion in Limine to Exclude Defendants The Viking Corporation & Supply Network, Inc., dba Viking Supplynet's Expert Robert Carnahan on Order Shortening Time...Plaintiffs Motion to Reconsider Order Granting The Viking Defendants Motions to Associate Counsel

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 17, 2017

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

November 17, 2017 10:00 AM All Pending Motions

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT:	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Polsenberg, Daniel F.	Attorney
	Simon, Daniel S., ESQ	Attorney
	Sinnott, Randolph P.	Attorney

JOURNAL ENTRIES

- Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Third Party Deft Giberti Corporation LLC's Joinder to Plaintiffs' Motion to De-Designate Viking's Confidentiality of Their Documents on OST

Non-Party Zurich American Insurance Company's Motion For A Protective Order, Or In The Alternative To Quash Subpoenas, and Counter Motion to Compel Defts the Viking Corporation & Supply Network, Inc.'s Motion to Stay Enforcement of Discovery Commissioner's Report & Recommendation Pursuant to EDCR 2.34(e) & Request for OST

Defendants The Viking Corporation & Supply Network Inc's Motion to Strike Plaintiff's Untimely Disclosed Expert Crane Pomerantz & Request for OST

Plaintiffs' Opposition to Non-Party Zurich American Insurance Co.'s Motion for a Protective Order,

PRINT DATE: 07/20/2021

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Minutes Date: March 07, 2017

AA1008

or in the Alternative to Quash Subpoenas and Counter Motion to Compel

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery on OST

Plaintiffs' Motion to Compel Viking Documents and for Order to Respond to Discovery Regarding Their Financial Information on OST

Kenton Robinson, Esquire, for Viking Corporation and Supply Network Inc.

All counsel agreed to work together in good faith and requested to continue all Motions.
COMMISSIONER RECOMMENDED, all matters CONTINUED to 12-1-17.

12-1-17 8:30 a.m. same as above

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 21, 2017

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

November 21, 2017	9:30 AM	Motion for Determination of Good Faith Settlement	Third Party Defendant Giberti Construction LLC's Motion for Good Faith Settlement
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HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Kathy Thomas

RECORDER: Trisha Garcia

REPORTER:

PARTIES

PRESENT: FERREL, ASHLEY Attorney
Nunez, Michael J. Attorney

JOURNAL ENTRIES

- Colloquy regarding the motion being unopposed. COURT ORDERED, Motion for Good Faith Settlement, GRANTED. COURT FURTHER ORDERED, Third-Party Defendant, Giberti Construction, DISMISSED. Mr. Nunez to prepare the order. Upon Court's inquiry of settlement for the remaining parties, Ms. Ferrel advised the Court she would inform chambers if the case should settle.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****December 12, 2017**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

December 12, 2017	8:45 AM	Motion for Determination of Good Faith Settlement	Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement & Request for Order Shortening Time
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HEARD BY: Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Tena Jolley**RECORDER:** Victoria Boyd**REPORTER:****PARTIES**

PRESENT:	Henriod, Joel D.	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- The Court noting there was no opposition. Mr. Parker indicated they intended to file an opposition however he and Mr. Simon were able to arrive at a settlement yesterday evening and he will be presenting his own motion for determination of good faith settlement shortly. Ms. Pancoast stated as part of the resolution that Lange's cross-claims against the Viking entities is also resolved. Mr. Parker stated the agreement with Mr. Simon would include Lange paying plaintiffs and dropping their cross-claims and requested that any order that is presented by Viking to include a dismissal of their cross-claims and in turn Lange will also do the same as part of our order. Mr. Simon placed the terms of the settlement on the record indicating there will be a mutual release, Lange will dismiss their

cross-claims against Viking and that will also be a full and final settlement for Plaintiffs claims against Lange. COURT FINDS the settlement was made in good faith and ORDERED Defendants The Viking Corporation & Supply Network, Inc's Motion for Good Faith Settlement is GRANTED. Viking's counsel to prepare the Order. Ms. Pancoast noted that the funds need to be tendered by December 21, 2017, and will be preparing a stipulation for all parties to sign.

COURT FURTHER ORDERED all future hearings are VACATED and matter SET for Status Check regarding Settlement Documents. The Court will notify Commissioner Bulla that the future dates before the Commissioner have also been vacated.

1/23/18 9:30 AM STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****February 06, 2018**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

February 06, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	Christiansen, Peter S	Attorney
	Pancoast, Janet C	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Plaintiffs' Joint Motion for Determination of Good Faith Settlement...Status Check: Settlement Documents....Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

APPEARANCES CONTINUED: Mr. Parker Esq., present via Court Call, on behalf of Lange Plumbing. Robert Vannah Esq., and John Greene on behalf of Edgeworth Family Trust, and Peter Christiansen Esq., on behalf of Daniel Simon.

There being no opposition, COURT ORDERED, Plaintiffs' Joint Motion for Determination of Good Faith Settlement, GRANTED. Upon Court's inquiry as to the settlement documents, Ms. Pancoast advised the checks were issued long ago from the Viking entities. Further counsel has a stipulation she brought today to get signatures to get Viking out. Further, Mr. Simon did sign a dismissal to get

Viking out. However, they would like to get this wrapped up. Mr. Christensen advised the closing documents for Lange took some time. Further, they have been signed by the client yesterday, and provided to Mr. Simon. Mr. Vannah, advised they signed everything yesterday and the underlying case is about to be dismissed. Colloquy regarding stipulation. Mr. Parker advised the Good Faith Settlement determination as well as the stipulation they will be signing, include the resolution of all claims between the defendant, the crossclaims and any additional insured obligations the defendants may of had amongst each other, as well as the cross-plaintiff's claims. All parties agreed. Further, Mr. Parker advised they do have their settlement check and he will have it sent over to Mr. Simon's office in exchange for the settlement documents. Court noted the stipulation can be signed when the check is exchanged.

Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time, Following arguments by counsel, COURT ORDERED, Matters CONTINUED to this Court's Chamber's calendar for Decision on the date given. Further, COURT ORDERED, matter set for status check on settlement documents on the date given.

02/08/18 (CHAMBERS) Decision: Defendant Daniel S. Simon, d/b/a Simon Law's Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time

02/20/18 9:30 A.M. STATUS CHECK: SETTLEMENT DOCUMENTS

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 08, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 08, 2018 3:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time...Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

Following review of the papers and pleadings on file herein and the arguments of counsel, COURT ORDERED, As to Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Consolidate on Order Shortening Time is GRANTED, case A-18-767242-C is consolidated into A-16-738444-C. COURT FURTHER ORDERED, Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC is continued to the status check on February 20, 2018 at 9:30 a.m.

02/20/18 9:30 A.M. Defendant Daniel S. Simon, d/b/a Simon Law s Motion to Adjudicate Attorney Lien of the Law Office of Daniel Simon PC

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Mr. Parker

PRINT DATE: 07/20/2021

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Minutes Date: March 07, 2017

AA1015

Esq., at tparker@phalaw.net, Daniel Simon Esq., Clerk's office Attorney file folder for the Law office of Daniel S. Simon, emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Janet Pancoast Esq., at janet.pancoast@zurichna.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****February 20, 2018**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

February 20, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	Parker, Theodore	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Status Check: Settlement Documents

APPEARANCES CONTINUED: Janet Pancoast on behalf of Viking Corporation, Peter Christiansen on behalf of Law Office of Daniel Simon, PC, Robert Vannah and John Greene on behalf of the Edgeworth Family Trust

Upon Court's inquiry, Mr. Simon advised the Edgeworth's signed the releases, Mr. Vannah and Mr. Greene did not sign, counsel has not signed yet, and Mr. Parker client still has not signed the release. Mr. Vannah, advised his office is not involved in the case. Colloquy regarding form and content. Mr. Vannah agreed to sign. Mr. Parker advised there's two releases and he brought the check for \$100,000.00 provided in open Court. Further, counsel will get it signed by Lange Plumbing and provide copies to all parties. Colloquy regarding Stip and Order for Dismissal and Order for Good Faith Settlement. Ms. Pancoast submitted Stip and Order for Dismissal and following review, Order SIGNED IN OPEN COURT. As to the Order for Good Faith Settlement, Court noted Mr. Parker can

sign today in Court.

As to Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Following arguments by counsel, COURT ORDERED, parties to do a MANDATORY SETTLEMENT CONFERENCE in regards to the lien. Further, Judge Williams as well as Judge Weiss has agreed to do the Settlement Conference. Argument by Mr. Parker in opposition. Argument by Mr. Vannah. Court directed counsel to get in touch with one of the Judge's that agreed to do the Settlement Conference. Colloquy regarding timeframes and discovery. COURT ORDERED, matter set for status check on settlement conference on the date given. Mr. Simon advised he's given the settlement check from Mr Parker, to Mr. Vannah, and he's going to have his clients sign and return so counsel can put it in the trust account. Court so noted.

04/03/18 8:30 A.M. STATUS CHECK: SETTLEMENT CONFERENCE.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****March 23, 2018**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

March 23, 2018 1:00 PM Settlement Conference

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Elizabeth Vargas

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The above-referenced matter came on for a settlement conference with Judge Williams on March 23, 2018. The Plaintiffs, Edgeworthy Family Trust and American Grating, LLC, were present by and through attorneys Robert Vannah, Esq. and John Greene, Esq. The Defendant Daniel Simon was present and was represented by James R. Christensen Esq. Unfortunately, the parties were unable to resolve their differences and the case did not settle. The case is now referred back to the originating department for further handling.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

April 03, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

April 03, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	Simon, Daniel S., ESQ	Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Robert Vannah, and Robert Greene, present.

Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp; Order Shortening Time....Status Check: Settlement Conference...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint

Following arguments by counsel, COURT ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Special Motion to Dismiss: Anti-Slapp, DENIED. COURT FURTHER ORDERED, Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC, Set for Evidentiary Hearing on the dates as Follows: 05-29-18 11:00 a.m., 05-30-18, at 10:30 a.m., and 5-31-18 at 9:00 a.m. Court notes is will rule on the Motion to Dismiss at the conclusion of the hearing. COURT FURTHER ORDERED, Counsel to submit briefs by 5-18-18 and courtesy copy

chambers.

05/29/18 11:00 A.M. EVIDENTIARY HEARING

05/30/18 10:30 A.M. CONTINUED EVIDENTIARY HEARING

05/31/18 9:00 A.M. CONTINUED EVIDENTIARY HEARING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

May 29, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

May 29, 2018 9:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: April Watkins

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

Robert D. Vannah, Esq., John B. Greene, Esq., present with regards to consolidated case A767242.

Court noted a letter was received in chambers from Mr. Christiansen who is in trial and cannot do evidentiary hearing this week. Mr. Vannah stated counsel has had conversation and all agree in August would be a good date. Mr. Christensen stated he is not in the jurisdiction until the 13th of August. COURT ORDERED, motions CONTINUED and matter SET for evidentiary hearing. Mr. Vannah stated subpoena's have been done, clients available those dates and requested to have associate available that worked on file. Also, counsel would like billing person available as well. Mr. Simon stated Ms. White will be available. Mr. Simon inquired if Edgeworth representatives will be

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available. Mr. Vannah advised they will be present. Colloquy.

8/27/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/28/18 11:00 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

8/29/18 10:30 AM EVIDENTIARY HEARING...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT...DEFT. DANIEL S. SIMON'S MOTION TO DISMISS PLTF'S COMPLAINT PURSUANT TO NRCP 12(B)(5)...PLTF. EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC'S OPPOSITION TO DEFT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE NO. A767242)...DEFT. DANIEL S. SIMON D/B/A SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON, PC; ORDER SHORTENING TIME

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 27, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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August 27, 2018 10:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, COURT ORDERED, Mr. Vannah to produce his fee agreement, without notes, or conversations. Mr. Vannah provided copies to opposing counsel in OPEN COURT.

As to the Attorney Lien: HEARING HELD: Testimony and exhibits presented. (See worksheets).

COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 28, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

August 28, 2018 11:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...

Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Hearing Held: Continued testimony and exhibits presented. (See worksheets). Following testimony,

COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

August 29, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

August 29, 2018 10:30 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Christensen, James R.	Attorney
	FERREL, ASHLEY	Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...

Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq., of behalf of Edgeworth Family Trust.

HEARING CONTINUED: Testimony and exhibits presented. (See worksheets). **COURT ORDERED,**

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Ms. Ferrel and Mr. Simon to produce cell phone records only as to calls with regards to this case. Counsel agree that this can be heard on another day. Following testimony, of Mr. Simon, COURT ADJOURNED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****August 30, 2018**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

August 30, 2018 9:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
 FERREL, ASHLEY Attorney

JOURNAL ENTRIES

- Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint...Plaintiffs Edgeworth Family Trust and American Grating, LLC's Opposition to Defendant's Motion to Dismiss and Countermotion to Amend Complaint (Consolidated Case No. A767242)...
 Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 12(b)(5)...Defendant Daniel S. Simon d/b/a Simon Law's Motion to Adjudicate Attorney Lien of the Law Office Daniel Simon PC; Order Shortening Time...Defendant Daniel S. Simon's Special Motion to Dismiss the Amended Complaint: Anit-SLAPP...Defendant Daniel S. Simon's Motion to Dismiss Plaintiffs' Amended Complaint Pursuant to NRCP 12(b)(5)

APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq. of behalf of Edgeworth Family Trust.

Continued testimony and exhibits presented. (See worksheets). Following testimony of Mr. Kemp, Counsel called next witness Ms. Angela Edgeworth. Court noted there is not enough time to get through this witness today. Colloquy regarding re-setting the hearing. COURT ORDERED, hearing

A-16-738444-C

CONTINUED to the date given.

COURT ADJOURNED.

09/18/18 11:00 A.M. HEARING CONTINUED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

September 18, 2018

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

September 18, 2018 11:00 AM All Pending Motions

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Phyllis Irby

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney
Simon, Daniel S., ESQ Attorney

JOURNAL ENTRIES

- DEFENDANT DANIEL S. SIMON d/b/a SIMON LAW'S MOTION TO ADJUDICATE ATTORNEY LIEN OF THE LAW OFFICE DANIEL SIMON PC; ORDER SHORTENING TIME....
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT....
PLAINTIFFS EDGEWORTH FAMILY TRUST AND AMERICAN GRATING, LLC's OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND COUNTERMOTION TO AMEND COMPLAINT (CONSOLIDATED CASE No. A767242).....
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT PURSUANT TO NRCP 12(b)(5).....
EVIDENTIARY HEARING...
DEFENDANT DANIEL S. SIMON'S SPECIAL MOTION TO DISMISS THE AMENDED COMPLAINT: ANTI-SLAPP.....
DEFENDANT DANIEL S. SIMON'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT PURSUANT TO NRCP 12(b)(5).

Testimony and exhibits presented (see worksheet). COURT ORDERED, Counsel to submit Blind Closing arguments to the Court by Monday, 9/24/18 at 5:00 pm.

FURTHER ORDERED, MOTIONS UNDER ADVISEMENT. The Court shall issue Minute Orders on the above Motions.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 15, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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November 15, 2018 9:30 AM Motion to Amend

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and Robert Vannah Esq., and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, Court advised it will issue a ruling from chambers by Monday, 11-19-18.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

November 16, 2018

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

November 16, 2018 9:30 AM Decision

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Motion to Amend Findings Under NRCP 52; and/or for Reconsideration; Order Shortening Time

Following review of the papers and pleadings on file herein, and the arguments of counsel, COURT ORDERS, Motion to Amend and/or Motion for Reconsideration is Motion GRANTED IN PART, DENIED IN PART.

The Court finds that the implied oral contact language in the Decision and Order on Motion to Dismiss pursuant to NRCP 12(b) (5) should be amended as the Court found, in the Decision and Order on Motion to Adjudicate Lien, that an implied contract existed based on past performance, but the Court found no oral nature of the contract. As such, the Court will issue an Amended Decision and Order for the Motion to Dismiss pursuant to NRCP 12(b)(5), under Rule 52, reflecting the implied contract .

The Court further finds that the cost award in the Decision and Order on Motion to Adjudicate Lien should be clarified. The amended attorney lien asserted by Simon, in January of 2018, originally sought reimbursement for advances costs of \$71,594.93. The amount sought for advanced costs was later changed to \$68,844.93. In March of 2018, the Edgeworths paid the outstanding advanced costs, so there are no advance costs outstanding, as of the time of the Court s Decision and Order on Motion to Adjudicate Lien. As such, the Court will issue an Amended Decision and Order on Motion to Adjudicate Lien under Rule 52 reflecting the payment of advanced costs.

The Court further finds that the Viking claim settled on or about December 1, 2017, and Viking's first settlement offer was made on November 15, 2017. As such, Finding of Fact #13, in the Court's Decision and Order on Motion to Adjudicate Lien will be amended, under Rule 52, to reflect the dates of December 1, 2017 and November 15, 2017.

The Court further finds that there was sufficient evidence presented at the evidentiary hearing to support the Court's findings, regarding the determination of Simon's fees, in the Decision and Order on Motion to Adjudicate Lien. The Court further finds that its findings of fact were not clearly erroneous, regarding the determination of Simon's fees. As such, the fees will only be amended to reflect the subtraction of the outstanding costs. As such, the Motion to Amend the Court's findings, regarding the determination of Simon's fees, under Rule 52 is DENIED.

CLERK'S NOTE: A copy of this minute order distributed to the as follows: Emailed to Peter Christiansen Esq., at pete@christiansenlaw.com, emailed to Robert Vannah Esq., at rvannah@vannahlaw.net, and emailed to James Christensen at jim@christensenlaw.com, and emailed to John Greene Esq., at jgreene@vannahlaw.com /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

January 15, 2019

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s) vs. Lange Plumbing, L.L.C., Defendant(s)
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January 15, 2019	9:30 AM	Motion for Attorney Fees and Costs
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HEARD BY: Jones, Tierra

COURTROOM: RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- APPEARANCES CONTINUED: James Christensen Esq., and Pete Christiansen Esq., on behalf of Daniel Simon, and John Greene Esq, of behalf of Edgeworth Family Trust.

Following arguments by counsel, COURT ORDERED, matter CONTINUED for Decision of the date given.

01/18/19 (CHAMBERS) DECISION: Motion for Attorney Fees and Costs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****January 17, 2019**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

**January 17, 2019 3:00 AM Motion for Attorney Fees
 and Costs**

HEARD BY: Jones, Tierra**COURTROOM:** RJC Courtroom 14B**COURT CLERK:** Teri Berkshire**RECORDER:****REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- The Motion for Attorney s Fees is GRANTED in part, DENIED in part. The Court finds that the claim for conversion was not maintained on reasonable grounds, as the Court previously found that when the complaint was filed on January 4, 2018, Mr. Simon was not in possession of the settlement proceeds as the checks were not endorsed or deposited in the trust account. (Amended Decision and Order on Motion to Dismiss NRCP 12(b)(5)). As such, Mr. Simon could not have converted the Edgeworth s property.

Further, the Court finds that the purpose of the evidentiary hearing was primarily for the Motion to Adjudicate Lien. It has been argued that the Court s statement of during the course of that evidentiary hearing, I will also rule on the Motion to Dismiss at the end of the close of evidence, because I think that evidence is interrelated (Motion Hearing April 3, 2018, pg. 18) should be construed to mean that the evidentiary hearing was for the Motions to Dismiss as well as the Motion to Adjudicate Lien. While the Court acknowledges said statement, during the same hearing, the Court also stated So in regards to the Motion to Adjudicate the Lien, we re going to set an evidentiary hearing to determine what Mr. Simon s remaining fees are. (Motion Hearing April 3, 2018, pg. 17). During that same hearing, it was made clear that the primary focus of the evidentiary hearing was to determine the amount of fees owed to Mr. Simon. So, the primary purpose of the evidentiary hearing was for the Motion to Adjudicate Lien.

As such, the Motion for Attorney s Fees is GRANTED under 18.010(2)(b) as to the Conversion claim as it was not maintained upon reasonable grounds, since it was an impossibility for Mr. Simon to have converted the Edgeworth s property, at the time the lawsuit was filed. The Motion for Attorney s Fees is DENIED as it relates to the other claims.

In considering the amount of attorney s fees and costs, the Court finds that the services of Mr. James Christensen, Esq. and Mr. Peter Christiansen, Esq. were obtained after the filing of the lawsuit against Mr. Simon, on January 4, 2018. However, they were also the attorneys in the evidentiary hearing on the Motion to Adjudicate Lien, which this Court has found was primarily for the purpose of adjudicating the lien asserted by Mr. Simon. Further, the Motion to Consolidate

The Court further finds that the costs of Mr. Will Kemp Esq. were solely for the purpose of the Motion to Adjudicate Lien filed by Mr. Simon, but the costs of Mr. David Clark Esq. were solely for the purposes of defending the lawsuit filed against Mr. Simon by the Edgeworths.

As such, the Court has considered all of the factors pertinent to attorney s fees and attorney s fees are GRANTED in the amount of \$50,000.00 and costs are GRANTED in the amount of \$5,000.00.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 05, 2019

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

February 05, 2019 9:30 AM Motion

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT: Christensen, James R. Attorney

JOURNAL ENTRIES

- APPEARANCES CONTINUED: Mr. Peter Christiansen Esq., present on behalf of Daniel Simon, Robert Vannah Esq., and Brandon Grossman Esq., on behalf of Edgeworth Family Trust.

Following arguments by counsel. COURT ORDERED, Motion DENIED. This Court does not have Jurisdiction as this case has been appealed to the Supreme Court, and the main issue is the funds. Plaintiff's counsel to prepare the order and submit to opposing counsel for review before submission to the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

February 09, 2021

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

February 09, 2021 3:00 AM Minute Order

HEARD BY: Allf, Nancy **COURTROOM:** No Location

COURT CLERK: Nicole McDevitt

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT FINDS after review that this case was originally in Department 10.

COURT FURTHER FINDS that on September 8, 2020, this case was reassigned to Dept 3 from Dept 10.

COURT FURTHER FINDS that an appeal was filed with the Supreme Court of Nevada.

COURT FURTHER FINDS that the issue on appeal was heard before Judge Tierra Jones, Department 10.

COURT FURTHER FINDS that on December 30, 2020, the Supreme Court affirmed in part, denied in part and remanded the case.

COURT FURTHER FINDS that findings are required relating to a five-day evidentiary hearing that Judge Tierra Jones presided over.

THEREFORE COURT ORDERS for good cause appearing and after review that the case is hereby reassigned back to Department 10.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability**COURT MINUTES****April 15, 2021**

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
 vs.
 Lange Plumbing, L.L.C., Defendant(s)

April 15, 2021 3:00 AM Minute Order

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein, COURT ORDERED, Defendant s Motion for Reconsideration Regarding Court s Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that the Request for Sanctions is DENIED; and the Countermotion to Adjudicate Lien on Remand is GRANTED and that the reasonable fee due to the Law Office of Daniel Simon is \$ 556,577.43, which includes outstanding costs.

This Court s Order, filed on November 19, 2018, and the order filed on February 8, 2019 were affirmed by the Nevada Supreme Court in most respects. The Nevada Supreme Court ordered a limited remand for the purpose of the quantum meruit fee award imposed by the Court. There was a Petition for Hearing filed by the Edgeworths, in the Nevada Supreme Court, and the petition was accepted after the remand was issued. This Court then issued a Second Amended Decision and Order on Motion to Adjudicate Lien, in compliance with the Nevada Supreme Court remand, on March 16, 2021. The Nevada Supreme Court denied the Edgeworth s Motion for Rehearing on March 18, 2021.

The Nevada Supreme Court affirmed this Court s finding that the conversion was impossible. As such, that is the law of the case and will not be disturbed by a Motion to Reconsider absent (1) newly discovered evidence; (2) the court committing clear error on the initial decision and it was manifestly

unjust; or (3) there is an intervening change in the controlling law. The COURT FINDS that neither of the three reasons for reconsideration are present in the instant case, making the previous rulings by this Court the law of the case. As such, Defendant's Motion for Reconsideration Regarding Court's Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorney's Fees and Costs and Second Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The Countermotion to Adjudicate Lien on Remand is GRANTED and the COURT FINDS that the reasonable fee due to the Law Office of Daniel Simon is \$556,577.43, which includes outstanding costs. The Court will issue a Third Amended Decision and Order on Motion to Adjudicate Lien, to address any jurisdictional issues, in accordance with the remand from the Nevada Supreme Court.

Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

May 27, 2021

A-16-738444-C	Edgeworth Family Trust, Plaintiff(s)
	vs.
	Lange Plumbing, L.L.C., Defendant(s)

May 27, 2021	9:30 AM	All Pending Motions
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HEARD BY: Jones, Tierra	COURTROOM: RJC Courtroom 14B
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COURT CLERK: Teri Berkshire

RECORDER: Victoria Boyd

REPORTER:

PARTIES

PRESENT:	Morris, Steve L.	Attorney
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JOURNAL ENTRIES

- APPEARANCES CONTINUED: Parties present via video, through bluejeans technology.

Plaintiffs' Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon's Motion for Attorneys Fees and Costs, and Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien...Edgeworth's Motion for Order Releasing Client Funds and Requiring the Production of Complete Client File...Opposition to Second Motion to Reconsider; Counter Motion to Adjudicate Lien on Remand

Hearing held. Following arguments by counsel, COURT ORDERED, this Court will issue a minute order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Product Liability

COURT MINUTES

June 03, 2021

A-16-738444-C Edgeworth Family Trust, Plaintiff(s)
vs.
Lange Plumbing, L.L.C., Defendant(s)

June 03, 2021 2:00 PM Minute Order

HEARD BY: Jones, Tierra **COURTROOM:** RJC Courtroom 14B

COURT CLERK: Teri Berkshire

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Following review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Plaintiff s Motion for Reconsideration of Third Amended Decision and Order on Motion to Adjudicate Lien is DENIED. The COURT FURTHER ORDERED that Plaintiff s Renewed Motion for Reconsideration of Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs is GRANTED IN PART and DENIED IN PART. The COURT is GRANTING the Motion regarding the appropriate costs to be assessed for the work of David Clark, and the Court further GRANTS the refiling of the Order regarding fees and costs. However, the Second Amended Decision and Order Granting in Part and Denying in Part, Simon s Motion for Attorney s Fees and Costs that was filed on May 24, 2021 addresses this issue. As such, there is no need for an additional order relating to costs. The COURT is DENYING the Renewed Motion for Reconsideration of the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs as it relates to attorney s fees. However, the Court would note that the proper order for reconsideration is the Amended Decision and Order Granting in Part and Denying in Part, Simon s Motion for Attorney s Fees and Costs and not the Third Amended Decision and Order Granting in Part and Denying in Part Simon s Motion for Attorney s Fees and Costs.

Following a review of the papers and pleadings on file herein and considering the arguments of

counsel, COURT ORDERED, Simon s Countermotion to Adjudicate Lien on Remand is DENIED.

Following a review of the papers and pleadings on file herein and considering the arguments of counsel, COURT ORDERED, Edgeworth s Motion for Order Releasing Client Funds and Requiring the Production of Complete File is DENIED. The COURT FINDS that the Motion is premature regarding the releasing of client funds as the litigation in this case is still ongoing at this time, as the Court has not issued a final order in this matter and the time for appeal has not run. As for the transfer of the trust, the COURT FURTHER ORDERS that there is a bilateral agreement to hold the disputed funds in an interest-bearing account at the bank and until new details are agreed upon to invalidate said agreement and a new agreement is reached, the bilateral agreement is controlling and the disputed funds will remain in accordance with the agreement. The COURT FURTHER FINDS that the issue of requiring the production of the complete file is DENIED as it is prevented by the Non-Disclosure Agreement (NDA).

Counsel for Simon is ordered to prepare orders consistent with this minute order within 10 days of the filing of this minute order, submit said orders to Edgeworth s counsel for signature, and submit said orders to the Court for signature within 20 days of the filing of this minute order.

Clerk's Note: This Minute Order was electronically served by Courtroom Clerk, Teri Berkshire, to all registered parties for Odyssey File & Serve. /tb

CASE NO. A738444

Exhibit Sheet S-01/jh

ORIGINAL

PLAINTIFFS' EXHIBIT LIST FOR EVIDENTIARY HEARING

Edgeworth, Clark County District Court Case No. A-16-738444-c Consolidated with A-18-767242-C

	EXHIBIT	OFFERED	OBJECTION	ADMITTED	
1.	Edgeworth's affidavits (Bates Exhibit 01-000001- 000023)	Y	Stip	8-27-18	WA
2.	Simon's invoices paid on December 16, 2016; May 3, 2017; August 16, 2017; September 10, 2017; (Bates Exhibit 02-000001- 000031)	↓	↓	↓	WA
3.	A copy of the email from Edgeworth to Simon labeled Contingency and dated August 22, 2017. (Bates Exhibit 03-000001)	↓	↓	↓	WA
4.	Letters from Simon dated November 27, 2017 (w/ Retainer Agreement) and December 7, 2017. (Bates Exhibit 04-000001- 000009)	↓	↓	↓	WA
5.	Simon's Invoices produced on January 24, 2018. (Bates Exhibit 05-000001- 000183)	↓	↓	↓	WA
6.	Excerpts from Edgeworth's deposition (where Simon admits that all invoices have been produced to date). (Bates Exhibit 06-000001- 000003)	↓	↓	↓	WA
7.	Amended Lien (Bates Exhibit 07-000001- 000004)	↓	↓	↓	WA
8.	Plaintiffs 16.1 Disclosures with calculations of damages served in the Litigation. (Bates Exhibit 08-000001- 000077)	↓	↓	↓	WA
9. x	MISC Documents: - Email dated 7/25/17 (Exhibit 09-000001) - Email dated 11/15/17 (Exhibit 09-000002) - Baker Hostetler fees (Exhibit 09-000003) - Howard & Howard fees (Exhibit 09-000004) obj - Sample Hourly Fee Agreement (Exhibit 09-000005 - 000006) - Summary/Comparison of fees paid versus new fees billed (Exhibit 09-000007 - 000012)	↓ Y ↓	↓ Stip ↓	↓ No ↓	WA

10 letter, Text msg

8-30-18

N

8-30-18

WA

11 E-mail Re Settlement

Page 1 of 1

8-30-18

N

8-30-18

WA

AA1048

A738444 / A767242

ORIGINAL

DEFENDANT'S EXHIBIT LIST FOR AUGUST 27, 2018
EVIDENTIARY HEARING

<u>NO.</u>	<u>DESCRIPTION</u>	<u>Offered</u>	<u>Admitted</u>	<u>Date</u>
1	Declaration of Will Kemp (SIMONEH0000001-0000008)	Y	St. P	8-27-18
2	Declaration of David Clark (SIMONEH0000009-0000019)			
3	Notice of Attorney's Lien with certified return receipt cards (SIMONEH0000020-0000028)			
4	Notice of Amended Attorney's Lien with certified return receipt cards (SIMONEH0000029-0000035)			
5	Executed Release and Settlement Checks from Viking (SIMONEH0000036-0000044)			
6	Executed Releases and Settlement Checks from Lange Plumbing (SIMONEH0000045-0000061)			
7	Memorandum of Costs (SIMONEH0000062-0000125)			
8	December 2, 2016 Invoice (SIMONEH0000126-0000129)			
9	April 7, 2017 Invoice (SIMONEH0000130-0000135)			
10	July 28, 2017 Invoice (SIMONEH0000136-0000146)			
11	September 19, 2017 Invoice (SIMONEH0000147-0000156)			
12	Summary of Payments and Supporting Checks (SIMONEH0000157-0000161)			
13	Invoice for Daniel S. Simon (SIMONEH0000162-0000240)			
14	Invoice for Ashley M. Ferrel (SIMONEH0000241-0000342)			
15	Invoice for Benjamin J. Miller (SIMONEH0000343-0000344)			
16	Affidavit of Brian Edgeworth, dated February 2, 2018 (SIMONEH0000345-0000350)			
17	Affidavit of Brian Edgeworth, dated February 12, 2018 (SIMONEH0000351-0000359)			
18	Affidavit of Brian Edgeworth, dated March 15, 2018 (SIMONEH0000360-0000369)	↓	↓	↓

		off	Admit	date		
1	19	Complaint for Case No. A-18-767242-C (SIMONEH0000370-0000379)	Y	Stip	8-27-18	WA
2	20	Amended Complaint for Case No. A-18-767242-C (SIMONEH0000380-0000391)				WA
3	21	Details from the Secretary of State Page regarding the Law Office of Daniel Simon, PC (SIMONEH0000392-0000393)				WA
4	22	Details from the Fictitious Firm Name for Clark County (SIMONEH0000394)				WA
5	23	May 27, 2016 Email Chain between Daniel Simon and Brian Edgeworth regarding "Insurance Claim" (SIMONEH0000395)				WA
6	24	April 18, 2017 Email from Brian Edgeworth to Daniel Simon regarding Bill for Restoration (SIMONEH0000396)				WA
7	25	April 20, 2017 Email from Daniel Simon regarding representation of Giberti (SIMONEH0000397)				WA
8	26	August 1, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Invoices (SIMONEH0000398)				WA
9	27	August 22, 2017 Email from Brian Edgeworth to Daniel Simon regarding "Contingency" (SIMONEH0000399)				WA
10	28	August 23, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement (SIMONEH0000400)				WA
11	29	August 29, 2017 Email from Daniel Simon to Brian Edgeworth regarding Edgeworth Case (SIMONEH0000401)				WA
12	30	September 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding Margaret Ho Loan (SIMONEH0000402)				WA
13	31	September 22, 2017 Email from Daniel Simon to Brian Edgeworth with invoices and billing summaries attached (SIMONEH0000403)				WA
14	32	September 30, 2017 Email from Michael Nunez to Daniel Simon regarding Motion to strike (SIMONEH0000404)				WA
15	33	September 30, 2017 Email from Brian Edgeworth to Daniel Simon regarding punitive damages (SIMONEH0000405)				WA
16	34	October 5, 2017 Email from Brian Edgeworth to Daniel Simon regarding settlement tolerance (SIMONEH0000406- 0000407)	↓	↓	↓	WA

		QFR	Admit	date	
1	35	October 10, 2017 Email from Brian Edgeworth to Daniel Simon regarding "let's go hard at Lange" (SIMONEH0000408)	✓	Stip	8-27-18 WA
2					
3	36	November 11, 2017 Email from Brian Edgeworth to Daniel Simon regarding Mediator's proposal (SIMONEH0000409)			WA
4					
5	37	November 13, 2017 Email from Brian Edgeworth to Daniel Simon and Ashley Ferrel regarding Viking's Motion for Settlement Conference (SIMONEH0000410-0000411)			WA
6					
7	38	November 15, 2017 Email from Brian Edgeworth to Daniel Simon regarding unpaid invoices (SIMONEH0000412)			WA
8					
9	39	November 21, 2017 Email from Brian Edgeworth to Daniel Simon regarding "This is an updated sheet of costs" (SIMONEH0000413)			WA
10					
11	40	November 27, 2017 Letter from Daniel Simon to Brian Edgeworth (SIMONEH0000414-0000418)			WA
12					
13	41	November 27, 2017 Email from Angela Edgeworth to Daniel Simon regarding settlement (SIMONEH0000418a)			WA
14					
15	42	November 27, 2017 Email from Angela Edgeworth to Daniel Simon regarding settlement and coming into office (SIMONEH0000419)			WA
16					
17	43	November 29, 2017 Letter of Direction from Brian Edgeworth to Daniel Simon (SIMONEH0000420)			WA
18					
19	44	November 29 2017 Email from Angela Edgeworth to Daniel Simon regarding settlement and coming into office (SIMONEH0000421)			WA
20					
21	45	December 1, 2017 Email chain between Daniel Simon and Ruben Herrera regarding "Siena Simon" (SIMONEH0000422-0000423)			WA
22					
23	46	December 7, 2017 Letter from Daniel Simon to Robert Vannah (SIMONEH0000424-0000425)			WA
24					
25	47	December 7, 2017 Consent to Settle Lange from Brian Edgeworth (SIMONEH0000426-0000427)			WA
	48	December 26, 2017 Email chain between Jim Christensen and Robert Vannah regarding client availability to sign Viking check (SIMONEH0000428-0000431)	✓	✓	✓ WA

		RR Admit Date				
1	49	December 27, 2017 Letter from Jim Christensen to Robert Vannah in response to 12/26/17 email (SIMONEH0000432-0000441)	Y	Stip	8-27-18	WA
2						
3	50	December 28, 2017 Email chain between Jim Christensen and Robert Vannah regarding separate bank account (SIMONEH0000442-0000447)				WA
4						
5	51	January 4, 2017 Letter from Robert Vannah to Sara Guindy (SIMONEH0000448)				WA
6						
7	52	January 4, 2018 Email from Sara Guindy regarding new trust account (SIMONEH0000449)				WA
8						
9	53	January 9, 2018 Email chain between Robert Vannah and Jim Christensen regarding not terminating Daniel Simon (SIMONEH0000450-0000452)				WA
10						
11	54	Check to Client for Viking Settlement in amount of \$3,950,561.27 (SIMONEH0000453)				WA
12						
13	55	Check of Costs Paid by Edgeworth dated March 1, 2018 (SIMONEH0000454)				WA
14						
15	56	Construction Agreement between American Grating and Lange Plumbing (SIMONEH0000455-0000480)				WA
16						
17	57	Nonrecourse Promissory Note with Margaret Ho (SIMONEH0000481-0000483)				WA
18						
19	58	Nonrecourse Promissory Note with Colin Kendrick (SIMONEH0000484-0000486)				WA
20						
21	59	Subordinate Nonrecourse Promissory Note for \$400,000 with Margaret Ho (SIMONEH0000487-0000489)				WA
22						
23	60	Video of 645 St. Croix, Henderson, NV from YouTube (SIMONEH0000490)				WA
24						
25	61	Pictures of 645 St. Croix, Henderson, NV from Zillow (SIMONEH0000491-0000519)				WA
	62	Crane Pomerantz Engagement Letter (SIMONEH0000520-0000523)				WA
	63	Register of Actions as of December 11, 2017 (SIMONEH0000524-0000535)				WA
	64	Plaintiff's Wiznet Filing Report from 4.27.17 to 11.30.17 (SIMONEH0000536-0000545)				WA
	65	Deposition Time Summary (SIMONEH0000546)	✓	✓	✓	WA

		OFFR Admit date				
1	66	Deposition Notices (SIMONEH0000547-0000910)	Y	Stip	8-27-18	WA
2	67	Written Discovery to Viking and Viking's Responses (SIMONEH0000911-0001177)				WA
3	68	Written Discovery to Lange and Lange's Responses (SIMONEH0001178-0001248)				WA
4	69	Stipulations and Orders to Continue Other Cases (SIMONEH0001249-0001339)				WA
5	70	Calculation of Damages (as of 9/28/17) (SIMONEH0001340-0001341)				WA
7	71	Summary of Early Case Conference Disclosures & Supplements (SIMONEH0001342-0001343)				WA
8	72	Christmas Card to the Simon Family from the Edgeworth Family (SIMONEH0001344-0001346)				WA
9	73	Texts between Angela Edgeworth and Eleya Simon (SIMONEH0001347-0001352)				WA
10	74	Case Expense Summary, dated January 2, 2018 (SIMONEH0001353-0001357)				WA
11	75	Cost Basis of Spec Development (SIMONEH0001358)				WA
12	76	American Grating Invoices (SIMONEH0001359-0001360)				WA
13	77	Pictures of Edgeworth Dropbox File (SIMONEH0001361-0001371)				WA
14	78	Invoice from Jerry Heskett (SIMONEH0001372)				WA
15	79	Plaintiff's Early Case Conference Disclosures with Computation of Damages (SIMONEH0001373-0001654)				WA
16	80	Emails regarding the Edgeworth case (combined) (SIMONEH0001655-0007197)				WA
17	81	February 6, 2018 Hearing Transcript (SIMONEH0007198-0007243)				WA
18	82	February 20, 2018 Hearing Transcript (SIMONEH0007244-0007266)				WA
19	83	April 3, 2018 Hearing Transcript (SIMONEH0007267-0007297)				WA
20	84	Deposition of Brian Edgeworth, dated September 29, 2017 (SIMONEH0007298-0007642)	↓	↓	↓	WA

		dis	obj	admit	
85	Deposition of Margaret Ho, dated October 16, 2017 (SIMONEH0007643-0007678)	Y	Stip	8-27-18	wa
86	Deposition of Angela Edgeworth, dated September 18, 2017 (SIMONEH0007679-0007855)				wa
87	Offer of Judgment to Lange Plumbing, LLC. (SIMONEH0007856-0007858)				wa
88	Email from Ashley Ferrel to Daniel Simon re Edgeworth 6 th Supplement, dated July 6, 2017(SIMONEH0007859)				wa
89	Email from Ashley Ferrel to Daniel Simon regarding Viking documents just produced (SIMONEH0007860)	↓	↓	↓	wa
90	Retention Agreement	8-27-18	N	8-27-18	wa
91	Emails from Viking Re: VK457	8-30-18	N	8-30-18	wa
92	PHOTO OF BANKER BOXES	Y	N	9-18-18	wa
93	PHOTO OPEN BANKER BOXES	Y	N	9-18-18	wa
94	PHOTO COPY OF CHECK \$ 437,575.42	Y	N	9-18-18	wa
95	PHOTO COPY OF CHECK \$ 726,407.98	Y	N	9-18-18	wa



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

STEVE MORRIS
801 S. RANCHO DR., STE. B4
LAS VEGAS, NV 89106

DATE: July 20, 2021
CASE: A-16-738444-C
C/W A-18-767242-C

RE CASE: EDGEWORTH FAMILY TRUST vs. LANGE PLUMBING, L.L.C.

NOTICE OF APPEAL FILED: July 17, 2021

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☐ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

*****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; EDGEWORTH FAMILY TRUST AND AMERICAN GRATING LLC'S CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO ADJUDICATE LIEN ON REMAND; NOTICE OF ENTRY OF DECISION AND ORDER DENYING PLAINTIFFS' RENEWED MOTION FOR RECONSIDERATION OF THIRD AMENDED DECISION AND ORDER ON MOTION TO ADJUDICATE LIEN AND DENYING SIMON'S COUNTERMOTION TO ADJUDICATE LIEN ON REMAND (FROM SUBORDINATE CASE A-18-767242-C); DECISION AND ORDER DENYING EDGEWORTH'S MOTION FOR ORDER RELEASING CLIENT FUNDS AND REQUIRING PRODUCTION OF COMPLETE FILE (FROM SUBORDINATE CASE A-18-767242-C); NOTICE OF ENTRY OF DECISION AND ORDER DENYING EDGEWORTH'S MOTION OF ORDER RELEASING CLIENT FUNDS AND REQUIRING PRODUCTION OF COMPLETE FILE (FROM SUBORDINATE CASE A-18-767242-C); DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

EDGEWORTH FAMILY TRUST,

Plaintiff(s),

vs.

LANGE PLUMBING, L.L.C.,

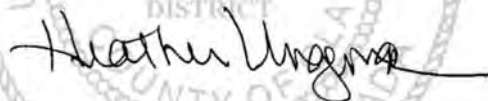
Defendant(s),

Case No: A-16-738444-C
Consolidated with A-18-767242-C
Dept No: X

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 20 day of July 2021.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

MORRIS LAW GROUP
GENERAL ACCOUNT
411 East Bonneville Ave., Ste. 360
Las Vegas, NV 89101

BANK OF NEVADA
2700 W SAHARA AVE
LAS VEGAS, NV 89102-1700
94-177/1224

10573

07/17/2021

PAY TO THE
ORDER OF

Clerk of the Supreme Court of Nevada

\$

**250.00

Two hundred fifty and 00/100*****

DOLLARS

Clerk of the Supreme Court of Nevada
201 S. Carson St., Ste 201
Carson City, NV 89701-4702
USA

MEMO


AUTHORIZED SIGNATURE

⑈010573⑈ ⑆122401778⑆ 8911820971⑈

DATE	INVOICE #	DESCRIPTION	AMOUNT	
07/17/2021		Clerk of the Supreme Court of Nevada		10573
		Notice of Appeal - Edgeworths		250.00

General Checking - Deposits

250.00

DATE	INVOICE #	DESCRIPTION	AMOUNT	
07/17/2021		Clerk of the Supreme Court of Nevada		10573
		Notice of Appeal - Edgeworths		250.00

General Checking - Deposits

250.00

[L81064PHBG] 8280419

AA1058

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

v.

DANIEL S. SIMON, AND THE
LAW OFFICE OF DANIEL S.
SIMON, A PROFESSIONAL
CORPORATION,

Respondents.

Electronically Filed
Aug 13 2021 07:36 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case Nos. 83260

District Court Case Nos.
A-16-738444-C and
A-18-767242-C

**DOCKETING STATEMENT
CIVIL APPEALS**

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 X

County Clark Judge Tierra Jones

District Court Case No. A-16-738444-C consolidated with A-18-767242-C

2. Attorney filing this docketing statement:

Attorney: Steve Morris (1543) Telephone: 702-474-9400

Firm: MORRIS LAW GROUP

Address: 801 South Rancho Dr., Ste. B4
Las Vegas, Nevada 89106
(702) 474-9400

Client: Edgeworth Family Trust and American Grating, LLC

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. Attorneys representing respondents:

Attorney: Peter S. Christiansen and Kendelea L. Works

Firm: Christiansen Law Offices

Address: 810 S. Casino Center Blvd., Ste. 104, Las Vegas, Nevada
89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

Attorney: James R. Christensen

Firm: n/a

Address: 601 S. Third Street, Las Vegas, Nevada 89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

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 checked="" type="checkbox"/> Other (specify) Failure to Properly Adjudicate Lien Amount on Remand and Denial of Motion to Release Client Funds Not Subject to Lien and Client File |
| <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 type="checkbox"/> Other disposition (specify)____ |

5. Does this appeal raise issues concerning any of the following? No.

- ☐ 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:

- (1) *Edgeworth Family Trust; and American Grating, LLC, Appellants v. Daniel S. Simon and Law Office of Daniel S. Simon, Appeal, Respondents*, Case No. 77678;
(2) *Edgeworth Family Trust; and American Grating, LLC, Appellants v. Daniel S. Simon and Law Office of Daniel S. Simon, Appeal* Case No. 78176; and
(3) *Law Office of Daniel S. Simon, Petitioner; Eighth Judicial District Court, the Hon. Tierra Jones, Respondent, Writ Proceeding*, Case No. 79821.

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: N/A.
8. **Nature of the action.** Briefly describe the nature of the action and the result below:

This appeal, like the proceedings referenced in #6 above, arise from the attorney lien adjudication proceedings that followed settlement of the underlying action. This Court affirmed the district court's lien adjudication, its finding that the attorney, Daniel Simon, was constructively discharged, and remanded for the district court to (1) explain the basis of the \$200,000 quantum meruit award of an attorney fee and its reasonableness under *Brunzell*; and (2) to also explain the reasonableness under *Brunzell* of the \$50,000 attorney's fees award entered by the district court.

On remand, the district court entered an order explaining the basis of the \$50,000 attorney fee award and remitted the \$5,000 in costs to the actual amount incurred (\$2,520). With respect to No. 1, however, the district court entered an amended order awarding the same \$200,000 in quantum meruit that was the subject of remand without offering any explanation as to its basis or its reasonableness under *Brunzell*, as the Supreme Court expressly directed it to do. The district court also refused to enter an order releasing the excess between the more than \$2M in funds being withheld from Appellants since 2018, and the unpaid judgments arising out of liens as adjudicated by the district court. The district court also refused to order Respondents to turn over the complete Edgeworth client file to Appellants, despite the fact that Respondent Simon's fees were fully secured.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):
 1. Did the district court err in merely restating its prior decision rather than responding to this Court's mandate to state the basis for and the reasonableness of its \$200,000 *quantum meruit* award in the face of evidence provided by the respondent that a "reasonable" fee under *Brunzell* would not be more than \$33,811.25.

2. Did the district court err in refusing to release to the Appellants the \$1.5M+, which is the difference between funds withheld from the client due to the amount of the amended charging lien and \$484,982.50, which is the amount that the district court entered as a judgment on the lien after hearing Respondent Simon's evidence.
 3. Did the district court err in refusing to release, pursuant to NRS 7.055, the complete client file to the appellants, who have provided more than adequate security for the attorney fees in dispute and who are bound by the protective order in the substantive action.
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 number and identify the same or similar issue raised:

Appellants are not aware of any pending proceedings raising the same or similar issues.

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 no, 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

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:

The Nevada Supreme Court should retain this appeal under NRAP 17(a)(12), because it involves the district court's failure to adhere to this Court's mandate in Case Nos. 77678 and 78176. *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 (table) 2020 WL 7828800 (unpublished) (Nev. 2020). This appeal also raises important questions of first impression and statewide importance that the Court has not previously reached concerning two issues. First, what is the length of time that an attorney can encumber client funds under NRS 18.015 when the lien amount claimed was not based on a written agreement, was unreasonable when filed, and was adjudicated by the district court in a five-day hearing for a fraction of the amount for which the lien was filed. Second, whether NRS 7.055 permits an attorney who is adequately secured for his/her attorney fees to refuse to produce a complete client file under the guise that he has not been paid or that portions of the file are protected under a standard confidentiality and protective order to which he and his client are parties.

NRS 18.015 allows attorneys the protection of a charging lien. The statute tries to balance the rights of the attorney and client by requiring that liens be imposed only for the amount of the fee agreed to by the parties or, if no agreement, for a reasonable amount *and* by requiring prompt adjudication of the parties' respective rights. NRS 18.015(2) (lien may be for amount agreed or reasonable amount); and

NRS 18.015(6) (the "court shall, **after five days** notice to all interested parties, adjudicate the rights of the attorney, client, or other parties and enforce the lien."). The purpose of the lien is not to give license to lawyers to tie up client funds **for years** when they do not acquiesce to an attorney's unreasonable demands for more money than he agreed to accept as a fee, as Respondent threatened and has done here.

14. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A.

Was it a bench or jury trial? N/A

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/her 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**

The district court entered its decision and orders on June 17, 2021 and notice of entry of the orders was given on June 18, 2021.

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A.

17. **Date written notice of entry of judgment or order was served**

June 18, 2021.

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: Motion for Reconsideration

☐ NRCP _____

☐ NRCP 52(b)

Date of filing _____

Date of filing _____

☐ NRCP 59

Date of filing: N/A

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: N/A.

(c) Date written notice of entry of order resolving tolling motion was served: N/A.

Was service by:

☐ Delivery

☐ Mail/electronic/fax

19. Date notice of appeal filed

July 17, 2021.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other:

NRAP 4(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) NRAP 3A(b)(8) _____

(b) Explain how each authority provides a basis for appeal from the judgment or order:

Under NRAP 3A(b)(1), an appeal may be taken from a "final judgment entered in an action . . . commenced in the court in which the judgment is rendered." The Edgeworth Family Trust and American Grating, LLC (collectively the "Edgeworths") commenced this case in the Eighth Judicial District Court. On June 18, 2021, the district court entered its Decision and Order Denying the

Edgeworth's motion styled Plaintiff's Renewed Motion for Reconsideration of April 19, 2021 Third-Amended Decision and refusing to obey the mandate this Court expressed in its Order of December 30, 2020 (Remittitur Issued April 13, 2021) in Case Nos. 77678/78176). Also on June 18, 2021, the district court entered its order denying the Edgeworths' Motion for Order Releasing Client funds in Excess of the Judgment and Requiring Production of Complete Client File.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties: Plaintiffs Edgeworth Family Trust and American Grating, LLC

Lange Plumbing, LLC; Viking Automatic Sprinkler Co., Doe and Roe Defendants (Defendants in Case No. A-16-738444-C);

Daniel S. Simon and Law Office of Daniel S. Simon (Defendants in Case No. A-18-767242-C).

(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:

All claims against all defendants, including Lange Plumbing, LLC and Viking Automatic Sprinkler Co., in Case No. A-16-738444-C were fully adjudicated in the district court. The issues that remain and that form the basis for this appeal is from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.

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.

Plaintiffs' Claims for Relief:

- (1) Plaintiff's original claims for conversion, declaratory relief, breach of contract, and breach of the covenant of good faith and fair dealing were dismissed, and that dismissal was affirmed in the prior appellate proceedings; the case was remanded in part for reconsideration of the basis and reasonableness of the

quantum meruit award for an attorney fee and a separate attorney fee award. The issues that remain and that form the basis for this appeal are from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.

- (2) Motion to Release Client Funds and Client File – appellants challenge the district court's refusal to release amounts in excess of the judgments she entered, and refusal to order the release of the complete client file.

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 23, complete the following:

N/A

26. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (*e.g.* order is independently appealable under NRAP 3A(b)):

N/A.

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.

Edgeworth Family Trust;
American Grating, LLC

Name of Appellant

Steve Morris

Name of counsel of record

August 12, 2021

Date

/s/ STEVE MORRIS

Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25 and NEFR 9(f), I certify that I am an employee of Morris Law Group; that on this date I electronically filed the foregoing **DOCKETING STATEMENT CIVIL APPEALS** with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (Eflex). Participants in the case who are registered with Eflex as users will be served by the Eflex system as follows:

TO:

James R. Christensen, Bar No. 3861
601 S. 6th Street
Las Vegas, NV 89101

Peter S. Christiansen, Bar No. 5254
Kendele L. Works, Bar No. 9611
CHRISTIANSEN LAW OFFICES
810 S. Casino Center Blvd., Ste. 104
Las Vegas, NV 89101

Attorneys for Respondent Law Office of Daniel S. Simon, A Professional Corporation; and Daniel S. Simon

Dated this 13th day of August, 2021.

/s/ GABRIELA MERCADO

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

v.

DANIEL S. SIMON, AND THE
LAW OFFICE OF DANIEL S.
SIMON, A PROFESSIONAL
CORPORATION,

Respondents.

Electronically Filed
Aug 16 2021 12:24 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case Nos. 83258

District Court Case Nos.
A-16-738444-C and
A-18-767242-C

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1. Judicial District Eighth Department X

County Clark Judge Tierra Jones

District Court Case No. A-16-738444-C consolidated with A-18-767242-C

2. Attorney filing this docketing statement:

Attorney: Steve Morris (1543) Telephone: 702-474-9400

Firm: MORRIS LAW GROUP

Address: 801 South Rancho Dr., Ste. B4
Las Vegas, Nevada 89106
(702) 474-9400

Client: Edgeworth Family Trust and American Grating, LLC

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. Attorneys representing respondents:

Attorney: Peter S. Christiansen and Kendelea L. Works

Firm: Christiansen Law Offices

Address: 810 S. Casino Center Blvd., Ste. 104, Las Vegas, Nevada
89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

Attorney: James R. Christensen

Firm: n/a

Address: 601 S. Third Street, Las Vegas, Nevada 89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal |
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| <input type="checkbox"/> Summary Judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default Judgment | <input type="checkbox"/> Failure to prosecute |
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| <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 type="checkbox"/> Other disposition (specify)____ |

5. Does this appeal raise issues concerning any of the following? No.

- ☐ 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:

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On remand, the district court entered an order explaining the basis of the \$50,000 attorney fee award and remitted the \$5,000 in costs to the actual amount incurred (\$2,520). With respect to No. 1, however, the district court entered an amended order awarding the same \$200,000 in quantum meruit that was the subject of remand without offering any explanation as to its basis or its reasonableness under *Brunzell*, as the Supreme Court expressly directed it to do. The district court also refused to enter an order releasing the excess between the more than \$2M in funds being withheld from Appellants since 2018, and the unpaid judgments arising out of liens as adjudicated by the district court. The district court also refused to order Respondents to turn over the complete Edgeworth client file to Appellants, despite the fact that Respondent Simon's fees were fully secured.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):
 1. Did the district court err in merely restating its prior decision rather than responding to this Court's mandate to state the basis for and the reasonableness of its \$200,000 *quantum meruit* award in the face of evidence provided by the respondent that a "reasonable" fee under *Brunzell* would not be more than \$33,811.25.

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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 number and identify the same or similar issue raised:

Appellants are not aware of any pending proceedings raising the same or similar issues.

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- ☒ N/A
☐ Yes
☐ No

If no, explain:

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- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
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- ☒ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
☐ a ballot question

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:

The Nevada Supreme Court should retain this appeal under NRAP 17(a)(12), because it involves the district court's failure to adhere to this Court's mandate in Case Nos. 77678 and 78176. *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 (table) 2020 WL 7828800 (unpublished) (Nev. 2020). This appeal also raises important questions of first impression and statewide importance that the Court has not previously reached concerning two issues. First, what is the length of time that an attorney can encumber client funds under NRS 18.015 when the lien amount claimed was not based on a written agreement, was unreasonable when filed, and was adjudicated by the district court in a five-day hearing for a fraction of the amount for which the lien was filed. Second, whether NRS 7.055 permits an attorney who is adequately secured for his/her attorney fees to refuse to produce a complete client file under the guise that he has not been paid or that portions of the file are protected under a standard confidentiality and protective order to which he and his client are parties.

NRS 18.015 allows attorneys the protection of a charging lien. The statute tries to balance the rights of the attorney and client by requiring that liens be imposed only for the amount of the fee agreed to by the parties or, if no agreement, for a reasonable amount *and* by requiring prompt adjudication of the parties' respective rights. NRS 18.015(2) (lien may be for amount agreed or reasonable amount); and

NRS 18.015(6) (the "court shall, **after five days** notice to all interested parties, adjudicate the rights of the attorney, client, or other parties and enforce the lien."). The purpose of the lien is not to give license to lawyers to tie up client funds **for years** when they do not acquiesce to an attorney's unreasonable demands for more money than he agreed to accept as a fee, as Respondent threatened and has done here.

14. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A.

Was it a bench or jury trial? N/A

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/her 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**

The district court entered its decision and orders on June 17, 2021 and notice of entry of the orders was given on June 18, 2021.

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A.

17. **Date written notice of entry of judgment or order was served**

June 18, 2021.

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: Motion for Reconsideration

☐ NRCP _____

☐ NRCP 52(b)

Date of filing _____

Date of filing _____

☐ NRCP 59

Date of filing: N/A

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: N/A.

(c) Date written notice of entry of order resolving tolling motion was served: N/A.

Was service by:

☐ Delivery

☐ Mail/electronic/fax

19. Date notice of appeal filed

July 17, 2021.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other:

NRAP 4(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) NRAP 3A(b)(8) _____

(b) Explain how each authority provides a basis for appeal from the judgment or order:

Under NRAP 3A(b)(1), an appeal may be taken from a "final judgment entered in an action . . . commenced in the court in which the judgment is rendered." The Edgeworth Family Trust and American Grating, LLC (collectively the "Edgeworths") commenced this case in the Eighth Judicial District Court. On June 18, 2021, the district court entered its Decision and Order Denying the

Edgeworth's motion styled Plaintiff's Renewed Motion for Reconsideration of April 19, 2021 Third-Amended Decision and refusing to obey the mandate this Court expressed in its Order of December 30, 2020 (Remittitur Issued April 13, 2021) in Case Nos. 77678/78176). Also on June 18, 2021, the district court entered its order denying the Edgeworths' Motion for Order Releasing Client funds in Excess of the Judgment and Requiring Production of Complete Client File.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties: Plaintiffs Edgeworth Family Trust and American Grating, LLC

Lange Plumbing, LLC; Viking Automatic Sprinkler Co., Doe and Roe Defendants (Defendants in Case No. A-16-738444-C);

Daniel S. Simon and Law Office of Daniel S. Simon (Defendants in Case No. A-18-767242-C).

(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:

All claims against all defendants, including Lange Plumbing, LLC and Viking Automatic Sprinkler Co., in Case No. A-16-738444-C were fully adjudicated in the district court. The issues that remain and that form the basis for this appeal is from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.

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.

Plaintiffs' Claims for Relief:

- (1) Plaintiff's original claims for conversion, declaratory relief, breach of contract, and breach of the covenant of good faith and fair dealing were dismissed, and that dismissal was affirmed in the prior appellate proceedings; the case was remanded in part for reconsideration of the basis and reasonableness of the

quantum meruit award for an attorney fee and a separate attorney fee award. The issues that remain and that form the basis for this appeal are from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.

- (2) Motion to Release Client Funds and Client File – appellants challenge the district court's refusal to release amounts in excess of the judgments she entered, and refusal to order the release of the complete client file.

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 23, complete the following:

N/A

26. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (*e.g.* order is independently appealable under NRAP 3A(b)):

N/A.

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.

Edgeworth Family Trust;
American Grating, LLC

Name of Appellant

Steve Morris

Name of counsel of record

August 16, 2021

Date

/s/ STEVE MORRIS

Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25 and NEFR 9(f), I certify that I am an employee of Morris Law Group; that on this date I electronically filed the foregoing **DOCKETING STATEMENT CIVIL APPEALS** with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (Eflex). Participants in the case who are registered with Eflex as users will be served by the Eflex system as follows:

TO:

James R. Christensen, Bar No. 3861
601 S. 6th Street
Las Vegas, NV 89101

Peter S. Christiansen, Bar No. 5254
Kendele L. Works, Bar No. 9611
CHRISTIANSEN LAW OFFICES
810 S. Casino Center Blvd., Ste. 104
Las Vegas, NV 89101

Attorneys for Respondent Law Office of Daniel S. Simon, A Professional Corporation; and Daniel S. Simon

Dated this 16th day of August, 2021.

/s/ GABRIELA MERCADO

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST;
AMERICAN GRATING, LLC,

Appellants,

v.

DANIEL S. SIMON, AND THE
LAW OFFICE OF DANIEL S.
SIMON, A PROFESSIONAL
CORPORATION,

Respondents.

Electronically Filed
Sep 19 2021 04:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case Nos. 83258

District Court Case Nos.
A-16-738444-C and
A-18-767242-C

**AMENDED DOCKETING
STATEMENT
CIVIL APPEALS¹**

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

¹ Amended #21 on pages 8-9 to add additional reference to NRAP 3A(b)(8) as the basis for review of the special order entered on the same day as the district court's final judgment. The supporting documents to this docketing statement remain the same and are being omitted from this filing in the interest of efficiency.

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 X

County Clark Judge Tierra Jones

District Court Case No. A-16-738444-C consolidated with A-18-767242-C

2. Attorney filing this docketing statement:

Attorney: Steve Morris (1543) Telephone: 702-474-9400

Firm: MORRIS LAW GROUP

Address: 801 South Rancho Dr., Ste. B4
Las Vegas, Nevada 89106
(702) 474-9400

Client: Edgeworth Family Trust and American Grating, LLC

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. Attorneys representing respondents:

Attorney: Peter S. Christiansen and Kendelea L. Works

Firm: Christiansen Law Offices

Address: 810 S. Casino Center Blvd., Ste. 104, Las Vegas, Nevada 89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

Attorney: James R. Christensen

Firm: n/a

Address: 601 S. Third Street, Las Vegas, Nevada 89101

Clients: Respondents Daniel S. Simon, Law Office of Daniel S. Simon

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 checked="" type="checkbox"/> Other (specify) Failure to Properly Adjudicate Lien Amount on Remand and Denial of Motion to Release Client Funds Not Subject to Lien and Client File |
| <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 type="checkbox"/> Other disposition (specify)_____ |

5. Does this appeal raise issues concerning any of the following? No.

- ☐ 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:

- (1) *Edgeworth Family Trust; and American Grating, LLC, Appellants v. Daniel S. Simon and Law Office of Daniel S. Simon, Appeal, Respondents*, Case No. 77678;
- (2) *Edgeworth Family Trust; and American Grating, LLC, Appellants*

v. Daniel S. Simon and Law Office of Daniel S. Simon, Appeal Case No. 78176; and
(3) *Law Office of Daniel S. Simon, Petitioner; Eighth Judicial District Court, the Hon. Tierra Jones, Respondent*, Writ Proceeding, Case No. 79821.

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: N/A.
8. **Nature of the action.** Briefly describe the nature of the action and the result below:

This appeal, like the proceedings referenced in #6 above, arise from the attorney lien adjudication proceedings that followed settlement of the underlying action. This Court affirmed the district court's lien adjudication, its finding that the attorney, Daniel Simon, was constructively discharged, and remanded for the district court to (1) explain the basis of the \$200,000 quantum meruit award of an attorney fee and its reasonableness under *Brunzell*; and (2) to also explain the reasonableness under *Brunzell* of the \$50,000 attorney's fees award entered by the district court.

On remand, the district court entered an order explaining the basis of the \$50,000 attorney fee award and remitted the \$5,000 in costs to the actual amount incurred (\$2,520). With respect to No. 1, however, the district court entered an amended order awarding the same \$200,000 in quantum meruit that was the subject of remand without offering any explanation as to its basis or its reasonableness under *Brunzell*, as the Supreme Court expressly directed it to do. The district court also refused to enter an order releasing the excess between the more than \$2M in funds being withheld from Appellants since 2018, and the unpaid judgments arising out of liens as adjudicated by the district court. The district court also refused to order Respondents to turn over the complete Edgeworth client file to Appellants, despite the fact that Respondent Simon's fees were fully secured.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):
 1. Did the district court err in merely restating its prior decision

rather than responding to this Court's mandate to state the basis for and the reasonableness of its \$200,000 *quantum meruit* award in the face of evidence provided by the respondent that a "reasonable" fee under *Brunzell* would not be more than \$33,811.25.

2. Did the district court err in refusing to release to the Appellants the \$1.5M+, which is the difference between funds withheld from the client due to the amount of the amended charging lien and \$484,982.50, which is the amount that the district court entered as a judgment on the lien after hearing Respondent Simon's evidence.
3. Did the district court err in refusing to release, pursuant to NRS 7.055, the complete client file to the appellants, who have provided more than adequate security for the attorney fees in dispute and who are bound by the protective order in the substantive action.
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 number and identify the same or similar issue raised:

Appellants are not aware of any pending proceedings raising the same or similar issues.

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 no, 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

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:

The Nevada Supreme Court should retain this appeal under NRAP 17(a)(12), because it involves the district court's failure to adhere to this Court's mandate in Case Nos. 77678 and 78176. *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 (table) 2020 WL 7828800 (unpublished) (Nev. 2020). This appeal also raises important questions of first impression and statewide importance that the Court has not previously reached concerning two issues. First, what is the length of time that an attorney can encumber client funds under NRS 18.015 when the lien amount claimed was not based on a written agreement, was unreasonable when filed, and was adjudicated by the district court in a five-day hearing for a fraction of the amount for which the lien was filed. Second, whether NRS 7.055 permits an attorney who is adequately secured for his/her attorney fees to refuse to produce a complete client file under the guise that he has not been paid or that portions of the file are protected under a standard confidentiality and protective order to which he and his client are parties.

NRS 18.015 allows attorneys the protection of a charging lien. The statute tries to balance the rights of the attorney and client by

requiring that liens be imposed only for the amount of the fee agreed to by the parties or, if no agreement, for a reasonable amount *and* by requiring prompt adjudication of the parties' respective rights. NRS 18.015(2) (lien may be for amount agreed or reasonable amount); and NRS 18.015(6) (the "court shall, **after five days** notice to all interested parties, adjudicate the rights of the attorney, client, or other parties and enforce the lien."). The purpose of the lien is not to give license to lawyers to tie up client funds **for years** when they do not acquiesce to an attorney's unreasonable demands for more money than he agreed to accept as a fee, as Respondent threatened and has done here.

14. **Trial.** If this action proceeded to trial, how many days did the trial last? N/A.

Was it a bench or jury trial? N/A

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/her 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**

The district court entered its decision and orders on June 17, 2021 and notice of entry of the orders was given on June 18, 2021.

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A.

17. **Date written notice of entry of judgment or order was served**

June 18, 2021.

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: Motion for Reconsideration

- ☐ NRCP _____
☐ NRCP 52(b)
☐ NRCP 59

Date of filing _____
Date of filing _____
Date of filing: N/A

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: N/A.

(c) Date written notice of entry of order resolving tolling motion was served: N/A.

Was service by:

- ☐ Delivery
☐ Mail/electronic/fax

19. Date notice of appeal filed

July 17, 2021.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other:

NRAP 4(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) NRAP 3A(b)(8) Special order entered after final judgment.

(b) Explain how each authority provides a basis for appeal from the judgment or order:

Under NRAP 3A(b)(1), an appeal may be taken from a "final judgment entered in an action . . . commenced in the court in which the judgment is rendered." The Edgeworth Family Trust and American Grating, LLC (collectively the "Edgeworths") commenced this case in the Eighth Judicial District Court. On June 18, 2021, the district court entered its Decision and Order Denying the Edgeworth's motion styled Plaintiff's Renewed Motion for Reconsideration of April 19, 2021 Third-Amended Decision and refusing to obey the mandate this Court expressed in its Order of December 30, 2020 (Remittitur Issued April 13, 2021) in Case Nos. 77678/78176). Also on June 18, 2021 following entry of final judgment, the district court entered a special order denying the Edgeworths' Motion for Order Releasing Client funds in Excess of the Judgment and Requiring Production of Complete Client File. This special order is reviewable under NRAP 3A(b)(8).

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties: Plaintiffs Edgeworth Family Trust and American Grating, LLC

Lange Plumbing, LLC; Viking Automatic Sprinkler Co., Doe and Roe Defendants (Defendants in Case No. A-16-738444-C);

Daniel S. Simon and Law Office of Daniel S. Simon (Defendants in Case No. A-18-767242-C).

(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:

All claims against all defendants, including Lange Plumbing, LLC and Viking Automatic Sprinkler Co., in Case No. A-16-738444-C were fully adjudicated in the district court. The issues that remain and that form the basis for this appeal is from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.

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.

Plaintiffs' Claims for Relief:

- (1) Plaintiff's original claims for conversion, declaratory relief, breach of contract, and breach of the covenant of good faith and fair dealing were dismissed, and that dismissal was affirmed in the prior appellate proceedings; the case was remanded in part for reconsideration of the basis and reasonableness of the *quantum meruit* award for an attorney fee and a separate attorney fee award. The issues that remain and that form the basis for this appeal are from the dispute between plaintiffs and their original attorney that arose following settlement of the substantive claims.
- (2) Motion to Release Client Funds and Client File – appellants challenge the district court's refusal to release amounts in excess of the judgments she entered, and refusal to order the release of the complete client file.

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 23, complete the following:

N/A

26. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (*e.g.* order is independently appealable under NRAP 3A(b)):

N/A.

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.

Edgeworth Family Trust;
American Grating, LLC
Name of Appellant

Steve Morris
Name of counsel of record

September 20, 2021
Date

/s/ STEVE MORRIS
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

Pursuant to Nev. R. App. P. 25 and NEFR 9(f), I certify that I am an employee of Morris Law Group; that on this date I electronically filed the foregoing **DOCKETING STATEMENT CIVIL APPEALS** with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (Eflex). Participants in the case who are registered with Eflex as users will be served by the Eflex system as follows:

TO:

James R. Christensen, Bar No. 3861
601 S. 6th Street
Las Vegas, NV 89101

Peter S. Christiansen, Bar No. 5254
Kendele L. Works, Bar No. 9611
CHRISTIANSEN LAW OFFICES
810 S. Casino Center Blvd., Ste. 104
Las Vegas, NV 89101

Attorneys for Respondent Law Office of Daniel S. Simon, A Professional Corporation; and Daniel S. Simon

Dated this 20th day of September, 2021.

/s/ GABRIELA MERCADO

IN THE SUPREME COURT OF THE STATE OF NEVADA

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

Appellants,

vs.

DANIEL S. SIMON; AND THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION,
D/B/A SIMON LAW,

Respondents.

EDGEWORTH FAMILY TRUST; AND
AMERICAN GRATING, LLC,

Appellants,

vs.

DANIEL S. SIMON; AND THE LAW
OFFICE OF DANIEL S. SIMON, A
PROFESSIONAL CORPORATION,
D/B/A SIMON LAW,

Respondents.

No. 83258

FILED

DEC 13 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

No. 83260

ORDER CONSOLIDATING AND PARTIALLY DISMISSING APPEALS

These are appeals from district court orders (1) denying a motion for reconsideration of a third-amended order on a motion to adjudicate an attorney lien and (2) denying a motion for an order to release client funds in excess of a judgment and require production of the complete file. Appellants have filed motions to consolidate these appeals. The motions are unopposed. Cause appearing, we grant the motions to consolidate.

In addition, the parties have responded to this court's order to show cause in Docket No. 83258 as to why that appeal should not be partially dismissed for lack of jurisdiction. As explained in the order, although appellants' docketing statement characterized their challenge to

the district court's order denying a motion for an order to disperse funds and compel production of the client file as an appeal from a final judgment, the order is plainly not a final judgment. The parties have filed responses to the order to show cause. In appellants' response, they contend that the district court's order denying the motion to disperse funds and compel production of the client file is appealable as a special order entered after final judgment. We disagree.

This court has limited jurisdiction and may only consider appeals authorized by statute or court rule. *Brown v. MHC Stagecoach*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013). "[T]he burden rests squarely upon the shoulders of a party seeking to invoke our jurisdiction to establish, to our satisfaction, that this court does in fact have jurisdiction." *Moran v. Bonneville Square Assocs.*, 117 Nev. 525, 527, 25 P.3d 898, 899 (2001).

NRAP 3A(b)(8) allows an appeal from "[a] special order entered after final judgment." However, "not all post-judgment orders are appealable." *Burton v. Burton*, 99 Nev. 698, 700, 669 P.2d 703, 705 (1983). To qualify as an appealable special order entered after final judgment, the order "must be an order affecting the rights of some party to the action, growing out of the judgment previously entered." *Gumm v. Mainor*, 118 Nev. 912, 920, 59 P.3d 1220, 1225 (2002).

For example, in *Gumm v. Mainor*, this court concluded that a postjudgment order that distributed a significant portion of the appellant's judgment proceeds to certain lienholders was appealable because it altered his rights under the final judgment. *See id.* at 920, 59 P.3d at 1225. This court noted, in contrast, that a postjudgment order merely directing a portion of the appellant's judgment proceeds to be deposited with the

district court clerk pending resolution of the lien claims was not appealable. *See id.* at 914, 59 P.3d at 1225.

In a number of similar contexts, this court has consistently reiterated that postjudgment orders that do not affect the rights incorporated in the judgment are not appealable as special orders after final judgment. *See, e.g., Murray v. A Cab Taxi Service LLC*, No. 81641, 2020 WL 6585946 (Nev. Nov. 9, 2020) (Order Dismissing Appeal) (postjudgment order denying motions to allow judgment enforcement, distribute funds held by class counsel, and require the turnover of certain property of the debtor and granting a countermotion for a stay of collection activities pending appeal and reactivating a special master was not appealable); *Superpumper, Inc. v. Leonard Tr. for Morabito*, Nos. 79355 & 80214, 2020 WL 1129882 (Order Dismissing Appeal and Regarding Motions) (Nev. March 6, 2020) (orders denying claims of exemption asserted by appellants in post-judgment enforcement proceedings were not appealable); *Zandian v. Margolin*, No. 69372, 2016 WL 885408 (Order Dismissing Appeal) (Nev. March 4, 2016) (postjudgment order requiring appellant to appear for a debtor's examination and produce documents was not appealable).

Here, the district court's order denying the motion to disperse funds and compel production of the client file did not alter any judgment nor distribute any portion of any judgment. Instead, the order simply preserved the status quo during the pendency of the parties' fee dispute. Indeed, as noted in the district court's order and as reflected by the Edgeworths' appeal from the district court's adjudication of the attorney lien, the parties' underlying fee dispute is ongoing. Thus, because the district court's order did not affect the rights incorporated in any judgment, it is not appealable as a special order entered after final judgment. *See* 15B

Charles Alan Wright, Arthur R. Miller & Edward H. Cooper, *Federal Practice and Procedure* § 3916 (2d ed. 1992 and Supp. 2020) (an “appeal ordinarily should not be available as to any particular post-judgment proceeding before the trial court has reached its final disposition”).

Accordingly, as it does not appear that the order denying the motion to disperse funds and compel production of the client file is otherwise appealable at this time, we conclude that this court lacks jurisdiction, and partially¹ dismiss the appeals in these cases as they relate to that order.

The briefing schedule in Docket No. 83258 is reinstated. The briefing schedule in these consolidated appeals shall proceed as follows. Appellants shall have 45 days from the date of this order to file and serve a single opening brief and appendix. Thereafter, briefing in these consolidated appeals shall proceed as provided in NRAP 31(a)(1). The motion for extension of time filed on November 19, 2021, in Docket No. 83260 is denied as moot.

It is so ORDERED.


Parraguirre


Stiglich


Silver

¹Although the Edgeworths’ couched their appeal, in part, as one from an order denying a motion for reconsideration, an order denying such a motion is not separately appealable. *See AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 589, 245 P.3d 1190, 1197 (2010). Such a motion does, however, toll the underlying ruling, *see id.*, and we construe the Edgeworths’ appeal as challenging the district court’s order adjudicating the attorney lien on remand, which is an appealable determination. *See Gumm*, 118 Nev. at 919, 59 P.3d at 1225.

cc: Hon. Tierra Danielle Jones, District Judge
Morris Law Group
James R. Christensen
Christiansen Trial Lawyers
Eighth District Court Clerk

CERTIFICATE OF SERVICE

I certify that I am an employee of MORRIS LAW GROUP; I am familiar with the firm's practice of collection and processing documents for mailing; that, in accordance therewith, I caused the following document to be e-served via the Supreme Court's electronic service process. I hereby certify that on the 27th day of January, 2022, a true and correct copy of the foregoing **EDGEWORTH APPELLANTS' APPENDIX IN SUPPORT OF OPENING BRIEF (VOLUMES I – V)** was served by the following method(s):

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DATED this 27th day of JANUARY, 2022.

By: /s/ GABRIELA MERCADO