IN THE SUPREME COURT OF NEVADA

Electronically Filed
May 16 2022 01:15 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

REPLY IN SUPPORT OF EDGEWORTH APPELLANTS' OPENING BRIEF

Steve Morris, Bar No. 1530
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

RULE 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in Nev. R. App. P. 26.1(a) that must be disclosed. These representations are made to enable the Justices of this Court to evaluate possible disqualification or recusal.

Edgeworth Family Trust is a trust formed under the laws of the State of Nevada. American Grating, LLC, is a Limited Liability Company formed under the laws of the State of the Nevada. American Grating, LLC is wholly owned by Brian Edgeworth and Angela Edgeworth, who are also the Trustees of the Edgeworth Family Trust. These Appellants were represented in the district court by the law firm of Vannah & Vannah, Messner Reeves LLP and Morris Law Group. These Appellants are represented in this appeal by Steve Morris, Rosa Solis-Rainey of Morris Law Group.

MORRIS LAW GROUP

By: /s/ STEVE MORRIS
Steve Morris, Bar No. 1530
Rosa Solis-Rainey, Bar No 7921
801 S. Rancho Dr., Ste. B4
Las Vegas, NV 89106

Attorneys for Edgeworth Appellants

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

TREATISES

I. INTRODUCTION

This appeal brings to the Court the district court's failure to adhere to the Court's mandate in its December 30, 2020, order. That order returned this case to the district court "to explain the basis" under *Brunzell*[1] for awarding Simon $200,000 in quantum meruit for the limited, largely ministerial, work he did following his constructive discharge as the Edgeworths' attorney on November 29, 2017. Rather than explain how $200,000 for Simon's post-discharge work is reasonable, under the *Brunzell* factors, the district court merely republished its 2018 lien-adjudicating decision awarding him $200,000 for work done after November 29, and tacked on a single paragraph that mentions some of the work and mentions *Brunzell* without providing the explanation that the remand called for:

> **[T]he Court is considering the previous $550 per hour fee from the implied fee agreement, the Brunzell factors, and additional work performed after the constructive discharge.**

AA0585.

[1] *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 455 P.2d 31 (1969).

That's it. Simon contends this "added language" (without citing it) addresses the "post discharge fee finding" and is the explanation this Court requested of the district court on remand. Ans. Br. at 1 – 2.

Most of Simon's answering brief, however, is concerned with extraneous matters related to his meritless and untimely writ petition (Case No. 84367) filed simultaneously with his answer to the Edgeworths' writ petition in Case No. 84159. He seeks to overturn the district court's 2018 award of fees to him for pre-discharge services under the implied contract between the Edgeworths and Simon that the district court found (and this Court affirmed) was appropriate to compensate him and his associates for everything they did prior to his termination at rates established by Simon.[2]

---

[2] At note 1 of his answer, Simon oddly suggests that the caption needs to be corrected, though any confusion in the consolidated cases numbers below was in part of his own making. As Appellants noted in their motion to Extend Deadline to File Docketing Statement, filed on August 16, 2021, the notice of appeal was filed in both district court cases A-16-73844-C and A-18-0767242-C out of an abundance of caution because the two cases were consolidated below without designation of a lead case. Simon filed his lien adjudication in Case No. A-16-738444, then he himself asked that the lien adjudication be consolidated with the proceedings then going on in Case A-18-0767242-C. *See* AA1156 – 57 (District Court Docket Entry dated 1/24/18 showing Motion to Consolidate); AA1158 (Docket Entry dated 2/6/18 Confirming Motion to Consolidate was filed by Simon). Documents filed in the district court proceedings were dual-captioned and filed by counsel,

II. ARGUMENT

A. *The Court's Post-Mandate Order Does Not Explain the Basis for or Reasonableness of the Award.*

This Court's December 30, 2020, order "vacat[ed] the district court's grant of $200,000 in quantum meruit for post-discharge work and remand[ed] for the district court to make findings regarding the basis of its award." *Edgeworth Family Trust v. Simon*, 477 P.3d 1129 *2 (Table) (unpublished) (Nev. 2020). The **Court said** "it is unclear whether the $200,000 [in quantum meruit] is a reasonable amount to award ***for the work done after the constructive discharge***." *Id*. (emphasis added). The Court pointed out that the disputed award was based on findings "***referencing work performed before the constructive discharge***, for which Simon had already been compensated under the terms of the implied contract, [and] ***cannot form the basis of quantum meruit award***." *Id*. (emphasis added). Notwithstanding

---

including Simon himself, in one or the other of these cases, and sometimes in both. *See e.g.,* AA0695; AA0879. In fact, the district court's post-mandate judgment on the lien adjudication that is at issue in this appeal was entered ***only*** in Case No. A-18-0767242, the case Simon suggests should be dropped from the caption. *See* AA1194 (District Court "Monetary Judgment" with a judgment date of 4/19/21, docketed date of 4/21/21); *compare also* AA1104 *with* AA1193 (*both* showing the same $55,000 monetary judgment docketed on 2/8/19, although the judgment date was updated, albeit incorrectly, only on one of the cases: AA1104).

this unambiguous language, in his answering brief Simon contends (at 24) that the district court's prior analysis describing the pre-discharge services, coupled with the "added language" he does not cite, somehow satisfies the mandate calling for the district court to explain the basis and reasonableness of the award under *Brunzell*.[3]

The added language does little to respond to the remand. The district court's entire *Brunzell* analysis on remand remains ***focused entirely on pre-discharge work***. AA0581 – 85.[4] The 2021 analysis is in fact ***identical*** to the 2018 analysis that this Court rejected. *Id.*

---

[3] Since Simon failed to memorialize the terms of the engagement, he is the one that should bear the risk of receiving lower fee under quantum meruit. Restatement (Third) of the Law Governing Lawyers § 39 cmt. b (2000) ("Where there has been no prior contract as to fee, ***the lawyer*** presumably did not adequately explain the cost of pursuing the claim and ***is thus the proper party to bear the risk of indeterminacy***. Hence, the fair-value standard assesses additional considerations and starts with an assumption that the lawyer is entitled to recovery only at the lower range of what otherwise would be a reasonable negotiated fee.") (emphasis added).

[4] References to AA0001 – AA1099 refer to the Appellants' Appendix filed by the Edgeworths in support of their opening brief. AA1100 – AA1198 can be found in the Supplemental Appendix the Edgeworths are filing concurrently with this Reply. Simon also inexplicably used an "AA" prefix for the appendix he filed with his answering brief, though his bates numbers are seven characters rather than the six the Edgeworths used. To minimize

The plain meaning of the paragraph the district court added merely *confirms* the court *did not intend to give Simon the fee windfall* he requested. Judge Jones specifically states that she "consider[ed] the previous $550 per hour fee from the implied fee agreement" in valuing the limited post-discharge services that Simon provided. Although the court did not describe the work it considered for the brief post-discharge period beginning on November 30, 2017, Simon's billings itemize the work he claimed he and an associate performed that totaled 71.10 hours (51.85 for Simon and 19.25 for his associate). See AA0694; see also AA0680 – 84; AA0686 – 88. Awarding $200,000 for this largely ministerial work effectively values each hour at more than $2,800. AA0602. This amount is unreasonable on its face; the basis for it is what this Court remanded for an explanation. Nothing in the district court's "added language," however, explains the basis or how this amount is reasonable under *Brunzell*.[5] Although the district court said in the April 19,

---

confusion, references to Simon's appendix will be preceded by the volume number (*i.e.* XI-AA0XXXX).

[5] In considering the *Brunzell* factors, the district court should have considered that Simon failed to follow the Rules of Professional Conduct by not defining the terms of his engagement at the outset, by refusing to provide his billings to the Edgeworths both before and after discharge so that they could pay him, and by misrepresenting the status of settlement in his

2021, order that it "is considering the *Brunzell* factors" for Simon's post-discharge work, its order merely repeats the *Brunzell* analysis that supported the award to Simon for work performed ***before*** he was constructively discharged on November 29. Nothing in the order "explains," as this Court ordered, the basis for the amount or how *Brunzell* supports a quantum meruit award for ***post***-discharge work at ***five*** times the rate for substantive pre-discharge work. AA0581 – 85. If the district court's added language means anything, it means that the work in question should be valued at $550 per hour, as the Edgeworths argued to the district court on remand.

November 27, 2017 email exchanges (AA0610 – 14) and in his November 27, 2017 demand (AA0661) to force the Edgeworths to acquiesce to his demands for more compensation. *See also* AA0654 – 55 (Simon testified he had "hammered out" the terms of the release by November 27, 2017); VII-AA01544:10-13 (Simon unequivocally testified he negotiated the Viking issues before drafting and sending the November 27, 2017 demand letter to the Edgeworths yet told Mrs. Edgeworth in email exchanges (AA0610 – 14) that he had not even received the settlement as of that date).

B. *Simon's Effort to Undermine His "Super Bill" Should be Rejected.*

In his answering brief, Simon now backs away from the "super bill" he created to demonstrate, if not exaggerate, his post-discharge work.[6] He argues that although he chose to end his "superbill" on January 8, 2018, the limited work he did in 2018 after that date – while the parties were already in litigation – ***could*** have been considered by the district court in determining the amount of his award. This argument, however, was not presented to the district court. It is raised for the first time on appeal and should be disregarded. *See Nevada Power Co. v. Haggerty*, 115 Nev. 353, 370, 989 P.2d 870, 880 (1999) (recognizing that arguments raised for the first time on appeal need not be considered by the Court); *Diamond Enterprises, Inc. v. Lau*, 113 Nev. 1376, 1378, 951 P.2d 73, 74 (1997) (same). Simon's self-

---

[6] Simon frequently and irresponsibly misstates the record. On page 8 for example, he tells this Court that "Mr. Hale [the mediator] confirmed to Mr. Kemp [Simon's expert] that about $2,400,000 of the Viking proposed settlement was intended for attorney's fees," citing the hearing transcripts to support that assertion. Although Simon attempted to introduce that statement, the district court ruled he could not do so, and Mr. Kemp instead changed his testimony to say that "it was [his] understanding that the mediation 2.4 million was for fees." VII-AA-01750-51. In truth, the source of the statement was in a letter of self-praise that Simon wrote to the Edgeworths on November 27, 2017. AA0658 – 62; VII-AA01750.

serving characterization of the proceedings notwithstanding, the only argument he raised in his post-remand "countermotion" for a larger lien award was that he was entitled to a windfall because Will Kemp said so in 2018 at the lien adjudication hearing, which the district court disregarded in adjudicating Simon's lien and reiterated post-remand. AA0700-01; *see* AA0796 – 99.

In an effort to support new arguments not presented to the district court, Simon touts the fact that he challenged the district court's October 11, 2018 order on the Edgeworths' motion to dismiss and on the lien adjudication. *See* Ans. Br. at 16. Having lost on most of his lien claim, Simon sought to enlarge the quantum meruit period by challenging the district court's finding #13, which said, "On the evening of November 15, 2017 [pre-discharge], the Edgeworths settled their claims against the Viking Corporation." IX-AA02071 (October 11, 2018 Order). This finding followed the five-day evidentiary hearing in 2018 and the court's determination that the material terms of settlement had been agreed to on that date. Following Simon's Rule 52 motion, the district court amended this finding to acknowledge that although settlement terms had been agreed to on

November 15, the settlement was not memorialized and signed until December 1, 2017,[7] two days after Simon was constructively discharged. X-AA02264.[8] Other than this minor amendment to Finding #13 and amending the amount of the lien to correct an error in including costs the Edgeworths had already paid, the November 19, 2018 Amended Order did not materially change any findings as Simon misleadingly suggests.[9] The district court's lien adjudication proceedings also established that the Edgeworths agreed to settle the Lange Plumbing claims on November 30, 2017 (AA0568, Finding #19) and signed the consent to settle those claims on

[7] The district court also found that the Edgeworths' new counsel (Vannah) advised them on the final settlement of the Viking claims (AA0573:15 – AA0574:4) and the Lange Plumbing claims, further confirming that Simon's substantive work was complete. AA0567 ¶19; AA0569 ¶23; AA0574:14 – 20.

[8] The November 13, 2018 Amended Order amended the language of Finding #13 as follows: "On the evening of November 15, 2017, the Edgeworth's [sic] received the first settlement offer for their claims against the Viking Corporation ("Viking"). However, the claims were not settled until on or about December 1, 2017."

[9] The October 11, 2018 Order on the Motion to Dismiss was not amended in any substantive way, other than to add "Amended" to the title of the November 19, 2018 Order. *Compare* IX-AA02093 – 2102 *with* X-AA02251 -59.

December 7, 2017. AA0569 (Finding #23). Little, if any, substantive work remained to be done after that time.

C. *Simon's Answering Brief Addresses Settled Facts that are Irrelevant to this Appeal.*

Simon's answer rehashes legal authority and argues facts that are irrelevant to whether or not the district court followed the specific limited mandate of this Court. He devotes a significant part of his answer (at 22-25) to reargue that he is entitled to fees under quantum meruit for his pre-discharge work, an issue the district court decided against him and this Court affirmed in prior proceedings.[10] *Edgeworth Family Trust, 477 P. 3d 1129*.

Rather than focus on the post-mandate proceedings, he improperly rehashes old facts to support his claim (both in this appeal and his writ proceedings in Case No. 84367) that he is entitled to the windfall he claimed in 2018 that the district court appropriately rejected. *See generally* Ans. Br. at 1 – 17. For example, the fact that the Edgeworths are well-educated business people who at one point considered the Simons to be their

[10] This settled issued is also the sole focus of Simon's belated and improper writ petition in Case No. 84367.

friends is not in dispute, nor is it a *Brunzell* factor. Ans. Br. at 2 - 3. Likewise, the Edgeworths' civility is not an issue; the fact that Mrs. Edgeworth took the high road and continued to exchange pleasantries with Mrs. Simon, someone she had for years considered her friend, after this fee dispute developed does not negate Simon's bullying behavior. *See* Ans. Br. at 9 – 10 (pointing to a Christmas card and cordial text messages). Notably, in the last text message Simon presents, Mrs. Edgeworth specifically declines to intervene in discussions between her husband and Simon and responds to Mrs. Simon that "she's letting them figure it out." I-AA000048. Simon's effort to divert attention from his bullying tactics -- which were not physical intimidation but rather veiled threats he would implode the settlement -- by observing that Mr. Edgeworth is taller and weighs more than he is also irrelevant to the legal issues presented. Ans. Br. at 9.

Simon's creative but incomplete recitation of the facts suggesting the Edgeworths argued "Simon had been paid in full and was owed nothing" (Ans. Br. at 8) omits the additional fact that they promptly paid all invoices received. It also ignores the district court's finding that the Edgeworths recognized that they received services prior to November 29, 2017, for which they had not been billed by Simon, even after they requested an invoice from

him. *See* Ans. Br. at 13 – 14; *see also* AA0567 – 68 (Finding #14 says ". . . on November 15, 2017 [the day the Edgeworths' agreed to settle the Viking claims], Brian Edgeworth sent an email to Simon ***asking for the open invoice***. The email stated '***I know I have an open invoice*** that you were going to give me at a mediation a couple weeks ago and then did not leave with me. Could someone in your office send Peter (copied here) any invoices that are unpaid please?'"). Had Simon promptly provided the Edgeworths with his outstanding invoices, they would have been promptly paid, just as they had previously paid Simon's other invoices. *See* AA0579 – 80 (describing prompt payment of prior invoices).

Simon's effort to sully the Edgeworths by misstating and omitting facts that have nothing to do with the Court's mandate and the *Brunzell* factors should not only be disregarded, but the shabby tactic of answering an appeal brief by character denigration and innuendo should be condemned.

D. *The "Super Bill" was Unreliable but the Court Nonetheless Gave Simon the Benefit of it for Purposes of Computing His Pre-Discharge Fees.*

Simon is correct that his "super bill" was found unreliable by the district court. AA0578 (stating "the Court is uncertain about the accuracy of

the 'super bill'"); AA0579 (reiterating Simon's claim that the "super bill" was incomplete "does not persuade the court of the accuracy of the 'super bill'"). He created the "super bill" to support his contention that the Edgeworths would still be getting a fabulously generous deal under his extortionate fee proposal. AA0662 (claiming his November 27, 2017 demand was "much less than the reasonable value of his services"). Notwithstanding his best efforts to manufacture an enormous bill to support that assertion and testifying to it, the district court rejected the "super bill" as the basis for awarding him additional fees for the period of time already covered in his prior bills that had been paid. AA0577 – 80.

The district court did, however, utilize the "super bill" to compute how much Simon was owed for pre-discharge services he itemized as having performed that he had not billed. AA0580 (awarding Simon $284,982.50 based on the 695.25 hours Simon's firm included on his "super bill" for work performed allegedly performed during the 71 day period between September 19 and November 29, 2017). In an effort to put this fee dispute behind them, the Edgeworths accepted this determination despite significant overbilling they believed was included in the "super bill."

Simon now says that because his bills were "not well crafted" (Ans. Br. at 5), this Court should order the district court to ignore his "super bill" he submitted to the district court as proof of the work performed (*id.* at 21) in its entirety. Instead, he says the district court should compensate him for pre-termination work he performed under the contract but refused to bill, and for his limited post-discharge services using a "market approach" that would yield him an enormous bonus. The remand, he disingenuously contends, "return[ed] the case to the district court to address ***anew*** the amount of Simon's [pre-discharge] reasonable attorney fee." Ans. Br. at 21 (emphasis added). The remand unambiguously did no such thing: it merely "vacat[ed] the district court's grant of $200,000 in quantum meruit for post-discharge work and remand[ed] for the district court to make findings regarding the basis of its award." *Edgeworth Family Trust*, 477 P. 3d 1129 at *2. This effort to mislead the Court by contradicting his own representations to the Court as to when the underlying case was settled and the character of his billing records should be rejected.[11]

[11] Simon's puerile suggestion is not responsive to the issue in this appeal. It is merely carryover from the meritless and untimely writ petition Simon filed (Case No. 84367) just days before he filed his answering brief in this appeal.

E. *This Appeal Does Not Call for the Court to Find Facts.*

Simon thoughtlessly asserts that the Edgeworths are asking the Court to "assume the fact-finding role." In point of fact, it is Simon that now wishes to change the facts to avoid his own testimony and evidence from the 2018 evidentiary hearing.[12] The Edgeworths merely ask that the Court direct the district court to enter judgment based on the unchallenged findings she's already entered, which include the dates the Viking and Lange Plumbing settlements were agreed to and signed. *See* AA0567 (Finding #13); AA0568 (Finding #19); AA0569 (Finding #23). The district court also found that Simon's work from inception through November 29, 2017 was under an implied contract that terminated on that date. The contract compensated him and his associates at their hourly rates that Simon set. AA0522; *see also* AA0014 (same finding was entered in 2018 order and affirmed in prior

---

[12] Note for example, that it was Simon who testified that he "hammered out the terms of the release of that final [Viking settlement] agreement by November 27, 2017 (AA0654 - 55), which he unequivocally confirmed by his testimony that he completed his negotiations on the settlement ***before*** he drafted and sent the November 27, 2017 letter to the Edgeworths (VII-AA01544:10-13). He now thoughtlessly criticizes the Edgeworths for pointing out to the Court that the Viking settlement was fully negotiated before his constructive discharge, as the evidence shows. Ans. Br. at 26.

appeal). The district court determined that Simon was entitled to quantum meruit compensation ***only*** for post-discharge work. AA0522; AA0017 (same finding was entered in 2018 order and affirmed in prior appeal).

The court looked to Simon's "super bill" to compute compensation for his pre-discharge services that had not been billed (AA0580 – computing the amount owed for the unbilled period by using the 695.25 hours Simon's "super bill" detailed for that period). In her post-mandate order, Judge Jones stated that she considered the hourly rate established by the implied contract in determining the quantum meruit amount for post-discharge services. The "super bill" also details the 71.10 hours he and an associate reportedly worked after Simon's discharge (which includes hours he devoted to pursuing his own lien and claims against the Edgeworths). AA0694; *see* also AA0680 – 84; AA0686 – 88. Simon has no reasonable basis to object to use of the "super bill" to establish the hours he worked post-discharge, just as it was used to calculate payment for his unbilled pre-discharge work.

The district court did not "explain" in its order following remand, as this Court mandated, how the "*Brunzell* factors" support compensating Simon for nominal post-discharge work at a rate five times greater than his

compensation for pre-discharge work ($2,800 per hour v. $550 per hour). Nothing in the district court's order discusses the *Brunzell* factors or, conversely, explains why $550 per hour for Simon's post-discharge work would not be reasonable "considering . . . the *Brunzell* factors." AA0585. Thus, the record following remand under the Court's December 30, 2020, order establishes that the only measure of the value of Simon's services at any time – pre- or post-discharge – is $550 per hour. For this reason, instead of republishing its 2018 order, the district court should have responded to the Court's remand by recalculating the quantum meruit value of Simon's services after November 29, 2017, at the hourly rates Simon set for himself and his associate, as the Edgeworths requested and argued in post-remand proceedings before the district court in 2021.

On this record, with the district court's failure to explain the basis under *Brunzell* for awarding $200,000 ($2,800 per hour) to Simon for minimal post-discharge services, the Court would be justified in vacating the district court's post-remand order and directing the entry of judgment for Simon's quantum meruit services based on the hourly rate Simon set for himself and his associate, times the number of hours each reportedly worked. *See*, *Office of State Eng'r, Div. of Water Res. v. Curtis Park Manor*

Water Users Ass'n, 101 Nev. 30, 32, 692 P.2d 495, 497 (1985) (because "[o]n remand, the district court reached the same conclusion it had reached in its first review" (which revoked an order of the State Engineer), the Court reversed and remanded to the district court with instructions to reinstate the State Engineer's order); *Grosz-Salomon v. Paul Revere Life Ins. Co.*, 237 F.3d 1154, 1162 (9th Cir. 2001) (where additional proceedings in the district court would be "a waste of judicial resources" and would not serve any "practical purpose," remand would not be ordered); *see also* AA0690 – 94 (summarizing hours and computing the amount due using Simon's rates, which are reasonable market rates); Restatement (Third) of the Law Governing Lawyers § 39 cmt. c (2000) (recognizing that a fair fee under quantum meruit can be based on the hourly fee of lawyers in the area with similar experience and credentials).

III. CONCLUSION

Simon's answering brief has not presented any evidence to rebut the fact that the district court did not follow the Court's limited mandate to explain the basis and reasonableness of its post-discharge award to Simon. Likewise, Simon does not show that the district court explained how under *Brunzell* or any other authority it would be reasonable to confirm $200,000

as the quantum meruit value of Simon's minimal post-discharge services. What the record does show, however, is that by looking at the nature of Simon's post-discharge work and its duration, it would be reasonable to award Simon $34,000 for those services based on "the previous $550 per hour fee from the implied fee agreement." AA0585:18 - 19. It would be unreasonable to affirm payment to Simon at the rate of $2,800 per hour which cannot -- and was not -- supported by any discussion and application of the *Brunzell* factors.

The Edgeworths respectfully ask this Court to REVERSE and VACATE the district court's order awarding Simon $200,000 in quantum meruit and instruct the court to enter an order for no more than the $34,000 supported by the ministerial post-discharge work Simon himself described and submitted to the district court. AA0680 – 84; AA0686 – 88.

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, NV 89106

Attorneys for Edgeworth Appellants

CERTIFICATE OF COMPLIANCE

1. I certify that I have read the **REPLY IN SUPPORT OF EDGEWORTH APPELLANTS' OPENING BRIEF**, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. 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.

2. I also certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5), the type style requirements of NRAP 32(a)(6), and limitations in NRAP 32(a)(7) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in Palatino 14 point font. Excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it contains 4162 words.

3. Finally, I certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular Nev. R. App. P. 28(e), which requires every section of the brief regarding matters in the record to be supported by a reference to the page of the transcript or appendix where the matter relied is to be found.

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, NV 89106

Attorneys for Edgeworth Appellants

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 12th day of May, 2022, a true and correct copy of the foregoing **REPLY IN SUPPORT OF EDGEWORTH APPELLANTS' OPENING BRIEF** was served by mail and by the following method(s):

☑ Supreme Court's EFlex Electronic Filing System

James Christensen
JAMES R. CHRISTENSEN PC
601 S. 6th Street
Las Vegas, NV 89101

Attorneys for Respondent Law Office of Daniel S. Simon, A Professional Corporation; and Daniel S. Simon

Dated this the 12th day of May, 2022.

By: /s/ GABRIELA MERCADO